

City Council Regular Meeting

Regular Meeting
Tuesday, April 7, 2015
6:00 PM
City Council Chambers

5:00 PM Adjourned Regular Meeting - Closed Session



Executive Team

Mark Danaj, City Manager
Quinn Barrow, City Attorney

Robert Espinosa, Fire Chief
Teresia Zadroga-Haase, Human Resources Director
Eve R. Irvine, Police Chief
Stephanie Katsouleas, Public Works Director
Mark Leyman, Parks & Recreation Director

Nadine Nader, Assistant City Manager
Anne McIntosh, Community Development Director
Bruce Moe, Finance Director
Liza Tamura, City Clerk
Sanford Taylor, Information Technology Director

MISSION STATEMENT:

The City of Manhattan Beach is recognized for providing exemplary municipal services and contributing to the exceptional quality of life afforded to residents, businesses and visitors who enjoy living in and visiting California's safest beach community

April 7, 2015

City Council Meeting Agenda Packet

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MANHATTAN BEACH'S CITY COUNCIL WELCOMES YOU!

Your presence and participation contribute to good city government.

By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified 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, 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

B. NATIONAL ANTHEM

Joe Cipolla

5 MINUTES

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, April 1, 2015, 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 a Proclamation Declaring April 7, 2015 as National Service Recognition Day. [15-0146](#)
PRESENT
2. Presentation of a Proclamation Declaring April 2015 as Donate Life Month. [15-0131](#)
PRESENT
3. Presentation of an I ♥ MB Award to Don Spencer for his Community Service in the City of Manhattan Beach. [15-0145](#)
PRESENT

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.

4. Leadership Manhattan Beach's Pier Telescope Replacement Project
Alternative Location of New Device (Continued From the 4-7-15 City
Council Meeting) (Fire Chief Espinosa).

[15-0138](#)**APPROVE**

Attachments: [Alternative Pier Locations](#)
[Four Panels April 6 Layout Proof](#)

5. Approve Consultant Agreement with Selbert Perkins Design for the
Development and Implementation of a Comprehensive Community
Identification and Wayfinding Signage Program and Authorize the City
Manager to Enter into an Agreement in the Amount of \$44,000 (Public
Works Director Olmos).

[CON 15-0014](#)**APPROVE, APPROPRIATE \$12,800 FROM THE CAPITAL
IMPROVEMENT FUND**

Attachments: [Professional Services Agreement](#)

-
6. Approval of a Joint Use Agreement (JUA) with Southern California Edison (SCE) for the Undergrounding of Overhead Facilities on Rosecrans Avenue (Public Works Director Olmos). [CON 15-0013](#)
APPROVE
- Attachments:** [SCE Joint Use Agreement](#)
[Location Map](#)
[Attachment 2 Rosecrans Corridor Transportation Improvement Project Summar](#)
[SCE 9/27/2002 Agreement](#)
[SCE 6/30/2006 Agreement](#)
[SCE 5/18/2010 Agreement](#)
7. Introduction of Ordinance No. 15-0004 which will Revise *Title 5 - Sanitation and Health, Chapter 5.84 - Storm Water and Urban Runoff Pollution Control* of the City of Manhattan Beach Municipal Code (Public Works Director Olmos). [ORD 15-0004](#)
INTRODUCE
- Attachments:** [Ordinance No 15-0004](#)
[Red Lined Ordinance No. 15-0004](#)
8. Resolution Ordering Plans, Specifications, Cost Estimates and Engineer's Report for Annual Street Lighting and Landscaping Assessments (Finance Director Moe). [RES 15-0012](#)
ADOPT
- Attachments:** [Resolution 15-0012](#)
[Lighting and Landscape Assessment Districts Map](#)
9. Minutes: [15-0013](#)
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 March 17, 2015
b) City Council Regular Meeting of March 17, 2015 (City Clerk Tamura).
APPROVE
- Attachments:** [City Council Adjourned Regular Meeting-Closed Session of March 17, 2015](#)
[City Council Regular Meeting of March 17, 2015](#)

M. PUBLIC HEARINGS

30 MINUTES PER ITEM

N. GENERAL BUSINESS

30 MINUTES PER ITEM

-
10. 2015 Sculpture Garden Finalists (Parks and Recreation Director Leyman). [15-0127](#)
APPROVE

Attachments: [City of Manhattan Beach Sculpture Garden Finalists 2015](#)
[2015-2016 Sculpture Garden](#)
11. Consideration of Resolution No. 15-0013 Approving and Adopting the Green Streets Policy As Required by Law (Public Works Director Olmos). [RES 15-0013](#)
ADOPT

Attachments: [Exhibit A - Resolution No. 15-0013](#)
12. Approve Consultant Agreement with Nonzero\Architecture for Architectural and Engineering Design Services for the Rehabilitation of the Manhattan Beach Pier, Pier Roundhouse and Pier Comfort Station in the Amount of \$155,400 and Authorize City Manager to Execute Consultant Agreement (Public Works Director Olmos). [CON 15-0015](#)
APPROVE

Attachments: [Faithful+ Gould FSA Report Pier Complex](#)
[Professional Services Agreement](#)

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

13. Request by Mayor Pro Tem Burton to Discuss the South Bay Cities Council of Government's (SBCCOG's) Notice of Intention to Consider a Dues Increase of 7% (currently \$12,989/proposed \$13,880) for Fiscal Year 2015-2016. [15-0158](#)
SEEKING INPUT

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.

14. Commission Minutes: [15-0150](#)

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 action minutes of the:

- a) Parks and Recreation Commission Meeting of February 23, 2015
(Parks and Recreation Director Leyman)
- b) Finance Subcommittee Meeting of March 19, 2015
(Finance Director Moe)
- c) Planning Commission Meeting of March 25, 2015
(Community Development Director Lundstedt)

RECEIVE AND FILE

Attachments: [Parks and Recreation Commission Action Minutes of February 23, 2015](#)
[Finance Subcommittee Action Minutes of March 19, 2015](#)
[Planning Commission Action Minutes of March 25, 2015](#)

15. Financial Reports: [15-0085](#)

- a) Schedule of Demands: March 12, 2015
- b) Investment Portfolio for the Month Ending February 28, 2015
- c) Financial Reports for the Month Ending February 28, 2015
(Finance Director Moe).

RECEIVE AND FILE

Attachments: [Schedules of Demands for March 12, 2015](#)
[Investment Portfolio for the Month Ending February 28, 2015](#)
[Financial Reports for the Month Ending February 28, 2015](#)

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

Tatyana Roujenova-Peltekova
Recording Secretary

Wayne Powell
Mayor

Apr. 14, 2015 - Tuesday - 12:00 PM to 5:00 PM - Adjourned Regular Meeting
Apr. 21, 2015 – Tuesday -- 6:00 PM - City Council Meeting
Apr. 28, 2015 – Tuesday --Time TBD - Boards and Commissions Interviews
May. 5, 2015 – Tuesday -- 6:00 PM - City Council Meeting
May 7, 2015 - Thursday -- 6:00 PM - Budget Study Session #1
May 11, 2015 - Monday -- 6:00 PM - Budget Study Session #2
May. 19, 2015 – Tuesday -- 6:00 PM - City Council Meeting
May 21, 2015 - Thursday -- 6:00 PM -Budget Study Session #3
May 26, 2015 - Tuesday-- 6:00 PM - Budget Study Session #4
Jun. 2, 2015 – Tuesday -- 6:00 PM - City Council Meeting
Jun. 16, 2015 – Tuesday -- 6:00 PM - City Council Meeting
Jul. 7, 2015 – Tuesday -- 6:00 PM - City Council Meeting/Reorganization
Jul. 21, 2015 – Tuesday -- 6:00 PM - City Council Meeting
Aug. 4, 2015 – Tuesday -- 6:00 PM - City Council Meeting
Aug. 18, 2015 – Tuesday -- 6:00 PM - City Council Meeting
Sep. 1, 2015 – Tuesday -- 6:00 PM - City Council Meeting
Sep. 15, 2015 – Tuesday -- 6:00 PM - City Council Meeting
Oct. 6, 2015 – Tuesday -- 6:00 PM - City Council Meeting
Oct. 20, 2015 – Tuesday -- 6:00 PM - City Council Meeting
Nov. 3, 2015 – Tuesday -- 6:00 PM - City Council Meeting
Nov. 17, 2015 – Tuesday -- 6:00 PM - City Council Meeting
Dec. 1, 2015 – Tuesday -- 6:00 PM - City Council Meeting
Dec. 15, 2015 – Tuesday -- 6:00 PM - City Council Meeting

BOARDS, COMMISSIONS AND COMMITTEE MEETINGS

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
April 29, 2015 – 6:30 PM – Adjourned Planning Commission Meeting
May 11, 2015 – Monday – 6:30 PM – Library Commission Meeting
May 12, 2015 – Tuesday – 6:30 PM – Cultural Arts Commission Meeting
May 13, 2015 – Wednesday – 6:30 PM -- Planning Commission Meeting
May 18, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting
May 27, 2015 – Wednesday – 6:30 PM -- Planning Commission Meeting
May 28, 2015 – Thursday – 6:30 PM -- Parking & Public Improvements Commission Meeting
June 8, 2015 – Monday – 6:30 PM – Library Commission Meeting
June 9, 2015 – Tuesday – 6:30 PM – Cultural Arts Commission Meeting
June 10, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting
June 22, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting
June 24, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting
June 25, 2015 – Thursday – 6:30 PM -- Parking & Public Improvements Commission Meeting
July 8, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting
July 13, 2015 – Monday – 6:30 PM – Library Commission Meeting
July 14, 2015 – Tuesday – 6:30 PM – Cultural Arts Commission Meeting
July 22, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting
July 23, 2015 – Thursday – 6:30 PM -- Parking & Public Improvements Commission Meeting
July 27, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting
August 10, 2015 – Monday – 6:30 PM – Library Commission Meeting
August 11, 2015 – Tuesday – 6:30 PM – Cultural Arts Commission Meeting
August 24, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting
September 14, 2015 – Monday – 6:30 PM – Library Commission Meeting
September 15, 2015 – Tuesday – 6:30 PM – Cultural Arts Commission Meeting
September 28, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting

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

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
Dec. 25, 2015 – Friday – Christmas Day
Jan. 1, 2016 – Friday – New Years Day
Jan. 18, 2016 – Monday – Martin Luther King Day
Feb. 15, 2016 – Monday – President's Day

Agenda Date: 4/7/2015

TO:

Members of the City Council

FROM:

Mayor Powell

SUBJECT:

Presentation of a Proclamation Declaring April 7, 2015 as National Service Recognition Day.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Proudly Proclaim
April 7, 2015
As "National Recognition Day"**

Agenda Date: 4/7/2015

TO:

Members of the City Council

FROM:

Mayor Powell

SUBJECT:

Presentation of a Proclamation Declaring April 2015 as Donate Life Month.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Proudly Proclaim
April 2015
As "Donate Life Month"**

Agenda Date: 4/7/2015

TO:

Members of the City Council

FROM:

Mayor Powell

SUBJECT:

Presentation of an I ♥ MB Award to Don Spencer for his Community Service in the City of Manhattan Beach.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Proudly Present an I ♥ MB Award to
Don Spencer
For His
Community Service in the City of Manhattan Beach**

Agenda Date: 4/7/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Robert D. Espinosa, Fire Chief

SUBJECT:

Leadership Manhattan Beach's Pier Telescope Replacement Project Alternative Location of New Device (Fire Chief Espinosa).

APPROVE

RECOMMENDATION:

Staff recommends the City Council approve the Leadership Manhattan Beach's alternate binocular telescope location near the Manhattan Beach Pier Comfort Station (bathroom/shower facility) for the group's 2015 community project.

FISCAL IMPLICATIONS:

Leadership Manhattan Beach's class of 2015 raised enough money to replace the two telescopes on the pier and purchase two additional binocular telescopes that will be located in proximity of the pier. The coin-operated device cost users 25 cents for approximately 90 seconds of viewing. The two telescopes on the pier generate approximately \$2,000 per year. It is expected the two additional devices will return the same. Revenue received from use of the devices is used for care and repair of the telescopes and other pier maintenance.

BACKGROUND:

The original planned locations were approved by City Council on February 17, 2015 (staff report 15-0093). The locations of the two telescopes were in the upper Strand parking lots. These sites are dedicated to art pieces. So not to interfere with artwork, the device in the north upper Strand parking lot can be located 15' south. This spot will not impede pedestrian traffic. The south upper Strand parking lot cannot accommodate a telescope and maintain the required width of the sidewalk for pedestrians. The alternate proposed location for this device is north of the pier near the bathroom and shower facility.

The new locations will offer vistas and views similar to the first planned locations. These devices will have "stops" that prevent users from turning the devices towards nearby Strand

homes. The manufacturer does not have an option for limiting vertical rotation to prevent viewing individuals on the sand.

At Council's direction, the educational panels' format, design, and content were presented for approval at the February 23rd Parks and Recreation Commission. The Parks and Recreation Commission approved the panels at this meeting. The Parks and Recreation Commission asked the Leadership group to come back on the March 23rd meeting with draft layouts. They made suggestions that will be incorporated in the final design.

The two new locations do not require state or county approval.

DISCUSSION:

When the first telescope sites were considered, it was not known the ground and surroundings were art locations. Commissioned by the City in 1994, *Beyond This Point Lies the Rest of the World* by artist Roberto Salas includes the railing design and floor surface insets.

Staff surveyed other areas for alternative locations. The north lot telescope can be moved 15' to the south of the original location, near the corner railing. The second device can be placed along the west rail near the pier's comfort station (shower and restroom facility north of the pier). The device can be positioned so as not to interfere with pedestrian traffic and stairway access to and from the beach.

ALTERNATIVE #1:

Additional Potential Telescope Locations Along the Strand Sidewalk and Bike Path

PROS:

Locations along the Strand walkway and bike path offer an abundance of potential users and great views.

CONS:

Locations along the Strand walkway require additional ground and site modifications. Bike path locations also require ground and site modifications with the additional hazard of having to cross the active bike path. This can be especially dangerous for small children and the riders on the bike path.

CONCLUSION:

Moving the telescopes to the alternate location will offer great views of the pier, ocean, beach, and the surrounding environment. The new locations are situated to enhance the public's experience when visiting the City of Manhattan Beach and the Pier.

Agenda Date: 4/7/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Tony Olmos, Public Works Director
Juan Price, Maintenance Superintendent
Karen Domerchie, Senior Management Analyst

SUBJECT:

Approve Consultant Agreement with Selbert Perkins Design for the Development and Implementation of a Comprehensive Community Identification and Wayfinding Signage Program and Authorize the City Manager to Enter into an Agreement in the Amount of \$44,000 (Public Works Director Olmos).

APPROVE, APPROPRIATE \$12,800 FROM THE CAPITAL IMPROVEMENT FUND

RECOMMENDATION:

Staff recommends that City Council:

- 1) Approve Consultant Agreement with Selbert Perkins Design for the development and implementation of a comprehensive community identification and wayfinding signage program in the amount of \$44,000,
- 2) Authorize the City Manager to execute Consultant Agreement,
- 3) Approve a Design Contingency in the amount of \$8,800 (20%), and
- 4) Appropriate an additional \$12,800 from the Capital Improvement Fund

FISCAL IMPLICATIONS:

Capital Improvement Funds in the amount of \$40,000 were previously included in the approved fiscal year 2014-2015 Capital Improvement Plan. An additional appropriation of \$12,800 is needed to cover the additional cost (\$4,000) and design contingency (\$8,800).

BACKGROUND:

The City's existing identification and wayfinding signage is non-uniform or non-existent at many locations. A comprehensive community identification and wayfinding signage system will:

- a) Improve the ability of visitors and local residents to easily navigate the City of Manhattan Beach, and easily find desired destinations and amenities,
- b) Identify and eliminate problems with existing signage, including information gaps, confusion, redundancy, and sign clutter,
- c) Tie together and build upon existing signage where desirable, into a coordinated and consistent wayfinding signage program,
- d) Increase the success and market potential for retail, dining, entertainment, and economic growth and development within the City,
- e) Provide functionality, attractiveness, legibility, safety, and ease of maintenance.
- f) Clearly delineate City boundaries and give visitors and residents a sense of place.

DISCUSSION:

On December 4, 2014, City staff solicited proposals for the Community Identification and Wayfinding Signage Program, and the City received three proposals on January 13, 2015. After reviewing proposals and conducting interviews, City staff selected Selbert Perkins Design based on their previous experience, thorough understanding of public engagement, integration of community history and public art, and creative solutions for a wide variety of agencies.

Selbert Perkins Design has over 30 years of experience creating branded streetscapes, environments and wayfinding systems for urban municipalities around the world. Some of Selbert Perkins' previously completed signage projects include: Marina del Rey, California; Worcester, Massachusetts; Rockville, Maryland; Kailua Village, Hawaii; Louisville, Kentucky; Skokie, Illinois; Urbana, Illinois; and Abu Dhabi, United Arab Emirates.

The other two firms that submitted proposals have offices located on the east coast, and City staff was concerned about their proximity and the limited number of meetings that were included in their proposals. In addition, the other two firms did not have as much experience in California as Selbert Perkins Design.

Comprehensive scope of services as submitted by Selbert Perkins Design is included in Attachment 1. In summary, the scope will include conducting an assessment of the City's current information and wayfinding signage, propose and implement a Public Outreach Plan, recommend design standards for wayfinding elements that are reflective of the City's identity, develop three Sign Program Concepts, and present the Public Outreach survey results and concepts to City Council for review.

PUBLIC OUTREACH/INTEREST:

As part of their scope of work, Selbert Perkins will propose and implement a Public Outreach Plan to gather enough information and feedback from the community, the Downtown Business Association, the North Manhattan Beach Business Improvement District, and the Chamber of Commerce to determine preferences related to character, location, typology, size and content of the signage.

CONCLUSION:

A comprehensive community identification and wayfinding signage system will improve the ability of visitors and locals to easily navigate the City of Manhattan Beach to easily find desired destinations and amenities. Therefore, staff recommends that City Council approve

the consultant agreement with Selbert Perkins Design in the amount of \$44,000 plus and additional \$8,800 for a design contingency.

Attachments:

1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated April ____, 2015 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Selbert Perkins Design, a California Corporation ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals No. 1017-15 on December 4, 2014, seeking proposals for the development and implementation of a comprehensive community identification and wayfinding signage program.

B. Contractor submitted a proposal dated January 8, 2015 in response to the RFP.

C. City desires to utilize the services of Contractor as an independent contractor to provide the requested services.

D. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

E. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Clifford Selbert, Partner (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

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

2. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through April 7, 2016, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. **Compensation.**

A. Compensation. As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor the total sum of Forty Thousand Dollars (\$40,000.00) (the "Maximum Compensation"), based on the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. The City Manager shall have authority to increase the Maximum Compensation by up to twenty percent (20%); any further increase requires City Council approval.

B. Expenses. City shall only reimburse Contractor for those expenses expressly set forth in **Exhibit B**. All expense items shall be billed at cost, with no markup. In no event shall reimbursable expenses collectively exceed the total sum of Four Thousand Dollars (\$ 4,000.00).

C. Additional Services. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor's performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional Services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

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

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor

agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, its officers, agents, servants, employees,

subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph B. 2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate

to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Contractor's obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provisions in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. Contractor's indemnifications and obligations under this Section 8 shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A. 1) of this Section 9.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 9 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 9.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 9 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the

requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 9.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. Records and Inspections. Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five (5) calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

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

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three

business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: Joe Parco
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5352
Email: jparco@citymb.info

If to Contractor:

Attn: Clifford Selbert
Selbert Perkins Design
432 Culver Boulevard
Playa Del Rey, California 90293
Telephone: (310) 822-5203
Email: cselbert@selbertperkins.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (213) 626-8484
Email: qbarrow@citymb.info

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

21. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

22. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

23. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

24. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

25. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

26. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

27. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

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

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: 
Name: Quinn M. Barrow
Title: City Attorney

Contractor:

Selbert Perkins Design,
a California corporation

By: 
Name: Robin Perkins
Title: CEO

By: _____
Name: _____
Title: _____

**EXHIBIT A
SCOPE OF SERVICES**

EXHIBIT A

scope of services

PHASE I: INFORMATION GATHERING

Meetings:

(1) City staff meeting

(1) Site visit

(1) Community/Public Outreach workshop

1) Meeting with the Downtown Business Association

(1) Meeting with the North Manhattan Beach Business Improvement District

(1) Meeting with the Chamber of Commerce

Teleconferences, if needed

Schedule: 4 weeks

- Conduct an assessment of current informational and wayfinding signage
- Identify user groups, their specific needs, and potential wayfinding difficulties, particularly as they affect new visitors to the area.
- Become familiar with the City's vehicular and pedestrian circulation routes, decision points and destination generators.
- Meet with City staff to discuss signage requirements and any past issues regarding existing signage.
- Conduct assessment of current informational and wayfinding signage in neighboring communities for comparison.
- Propose a Public Outreach Plan to gather enough information and feedback from the community, the Downtown Business Association, the North Manhattan Beach Business Improvement District, and the Chamber of Commerce to present to City Council. With City staff, conduct field surveys from the public or present design samples to a focus group which consists of community representatives, the Downtown Business Association, the North Manhattan Beach Business Improvement District and the Chamber of Commerce.
- Public Outreach/Community Involvement via focus groups which shall include residents, local businesses, commercial development professionals, the Downtown Business Association, the North Manhattan Beach Business Improvement District, the Chamber of Commerce, and City staff, to to determine preferences related to character, location, typology, size, content, etc.

Phase I deliverables:

- Meeting minutes
- Research, inventory, and analysis results
- Public outreach findings

public outreach approach

Having extensive experience with city, county, state, and federal entities, the SPD team is adept at public workshops, open forums and interactive presentations with diverse groups to gain consensus as part of the project process. We have collaborated with the Cities of Urbana, Skokie, and Chicago in Illinois, Miami, Louisville, Kansas City, Las Vegas, Boston, Anaheim, and many more. A few of the governmental agencies we have recently worked with include the Los Angeles Department of Beaches and Harbors, California Redevelopment Agency, Los Angeles World Airports, Port of Los Angeles, Metro, and the Long Beach Redevelopment Agency.

Interviews

The team is prepared to lead research, brainstorming, reviews, presentations and project meetings. Organized discussions and meetings are critical to the success of the project, ensuring efficiency and communication. SPD will begin by interviewing major stakeholders and representatives from large resident groups. Information from these interviews will provide guidance about major challenges, perceptions, audiences, unique attractions, districts, and broad visions. The interview phase lays the foundation for any additional, required outreach to constituents and stakeholders.

The use of online outreach programs, through a ftp/website or social media sites such as Facebook and Twitter, can be used to promote planning efforts, provide project information and updates, as well as generate ideas and set priorities. Outreach activities can be designed to reach specific groups, such as resident and business owners, university students, youth, visitors to the community, and others as identified through interviews.

PHASE II: DESIGN

Meetings:

(2) Presentations to City Council

Teleconferences, as needed

Schedule: 6 weeks

- Presentations to City Council summarizing findings from the public outreach plan detailing the findings from the surveys related to the preferences of character, location, typology, size, content, etc.
- Recommend Design Standards for wayfinding elements that are reflective of the city's identity and consistent in color, font, materials, architectural elements and graphics. Recommend wayfinding signage types that should be added, replaced or consolidated.
- Develop (3) Sign Program Concepts that are each thematically unique and include design specifications for the various gateway elements, informational signs, wayfinding/directional signs, and scenarios for retrofitting of existing signage if applicable.

Phase II deliverables: uploaded digital file:

- Three (3) design concepts
- Meeting minutes
- Design parameters

**EXHIBIT B
APPROVED FEE SCHEDULE**

EXHIBIT B

cost proposal

| PROJECT | SCHEDULE | FEE |
|-----------------------------------|-----------------|----------------------------------|
| Phase I: Information Gathering | 4 weeks | \$10,000 |
| Phase II: Design | 6 weeks | \$30,000 |
| Phases III & IV: | TBD | additional service |
| Total: | | \$40,000 plus expenses |

HOURLY RATES

| | | | |
|-----------------|-------|---------------------------|-------|
| Partner | \$250 | Assistant Project Manager | \$140 |
| Principal | \$200 | Senior Designer | \$150 |
| Design Director | \$175 | Designer | \$135 |
| CAD Director | \$175 | CAD Designer | \$135 |
| Project Manager | \$160 | Administrative | \$100 |

ADDITIONAL SERVICES

Phases III (Final Comprehensive Sign Program) and IV (Assistance During Bidding and Construction) are not included in the fee proposal and will be billed as additional services.

PROJECT EXPENSES

Project expenses include color copies, color print-outs, plots, materials, deliveries, etc. and are estimated at 10% of the total fee.

PAYMENT SCHEDULE

Payment will be billed in monthly increments. Payment is due upon receipt.

AUTHORIZATION AND ACCEPTANCE

We require your signature and in order to begin work. To expedite internal processing, please complete and return the following:

For Selbert Perkins Design Inc.

For The City of Manhattan Beach

by.....

by

date.....

date.....

Agenda Date: 4/7/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Tony Olmos, Director of Public Works
Joe Parco, City Engineer

SUBJECT:

Approval of a Joint Use Agreement (JUA) with Southern California Edison (SCE) for the Undergrounding of Overhead Facilities on Rosecrans Avenue (Public Works Director Olmos).

APPROVE

RECOMMENDATION:

Staff recommends that the City Council approve a Joint Use Agreement (JUA) with SCE for the undergrounding of overhead facilities on Rosecrans Avenue from Redondo Avenue to Manhattan Gateway

FISCAL IMPLICATIONS:

The total costs expended to date to underground SCE facilities on Rosecrans Avenue from Redondo Avenue to Manhattan Gateway is \$2.14 million (See attachment 2). No additional costs are anticipated.

BACKGROUND:

On September 15, 2005, the City entered into a Call for Projects Memorandum of Understanding with the Los Angeles County Metropolitan Transportation Authority for the Nash/Douglas and Rosecrans Avenue Intersection Improvements Project. These improvements that make up the Rosecrans Corridor Transportation Improvement Project (RCTIP) were developed to enhance transportation capacity, reduce congestion and provide better ingress and egress to businesses located along the Rosecrans Avenue Corridor.

Phase 1 of the RCTIP included Intersection Capacity Improvements for Rosecrans Avenue at Nash, Apollo and Continental. Work consisted of the following improvements:

- Nash Street - Construction of a 2nd westbound left-turn lane and southbound

receiving lane and conversion of an existing northbound approach lane to a left-turn lane and shared thru-right lane

- Apollo - Construction of a southbound right-turn lane and a 2nd southbound receiving lane.
- Manhattan Gateway - Construction of a 2nd southbound left-turn lane, 2nd westbound left-turn lane, 2nd northbound left-turn lane, 2nd eastbound left-turn lane and an eastbound right-turn lane.

This project was completed in 2007. The total cost for this phase of the RCTIP was \$1.53 million, and was completely funded through a settlement agreement with Rosecrans-Sepulveda Partners LLC, the developers for the Plaza El Segundo Development Project (See attachment 2).

Phase 2 of the RCTIP improved the intersections of Rosecrans at Redondo Avenue and Rosecrans Avenue at Aviation Blvd. Work consisted of the following improvements:

- New traffic signals, pedestrian signal heads, and traffic loops at Redondo Avenue and Rosecrans Avenue intersection
- 2nd left-turn lane from southbound Redondo to eastbound Rosecrans
- 2nd left-turn lane from westbound Rosecrans to southbound Redondo
- 2nd eastbound left-turn lane from Rosecrans to northbound Redondo
- 2nd left-turn lane from northbound Redondo to westbound Rosecrans
- 4th eastbound travel lane along Rosecrans between Redondo and Aviation Blvd.
- Creating a right-turn lane from southbound Douglas/Redondo to westbound Rosecrans

This phase was also completed in 2007. Total cost for this phase of the RTCIP was \$1.45 million, which was funded with \$945,000 of City Proposition C funds and \$508,000 from Rosecrans-Sepulveda Partners LLC (see Attachment 2).

Phase 3 is the last phase of the RTCIP which includes the undergrounding of existing utility power lines in the area between Redondo and Manhattan Gateway, and construction of a 4th eastbound lane between Redondo and Manhattan Gateway along the Rosecrans Corridor. The existing utility lines are in conflict with the proposed street widening project and will therefore need to be underground as part of the overall project.

The cost is estimated at \$2.14 million for the undergrounding portion and \$477,250 for the street widening portion for a total of \$2.62 million for this last phase of the RCTIP. Developers within this undergrounding district have deposited funds with the City to accomplish the undergrounding project for a total of \$1,000,000. The remaining \$1.62 million will be paid for through Proposition C and Metro Grant Funds (see Attachment 2).

DISCUSSION:

The City entered into the initial agreement with SCE establishing the City's request for the replacement of overhead facilities with underground distribution facilities on Rosecrans Avenue from Redondo Avenue to Manhattan Gateway on September 27, 2002. This area of Rosecrans contained both distribution and transmission lines. The City paid SCE \$179,770

for the undergrounding and construction of the distribution lines and to initiate the design for the undergrounding of the transmission lines.

On June 20, 2006, City Council approved a second agreement with SCE establishing the cost for the undergrounding of the transmission lines to be \$1,707,987. On May 18, 2010, the City approved a third agreement which increased the cost for the construction of the transmission lines by \$170,000. The increase in cost was due to construction costs escalations encountered since the 2006 agreement.

This Joint Use Agreement (JUA) with SCE identifies the exact SCE facilities that are to be underground and establishes the extent and location of the new underground facilities and structures. Since the City requested that SCE underground the existing overhead facilities for purposes of the RTCIP, the JUA also establishes that the City pay for any reasonable costs required for future relocation of the underground facilities, if required. There are no future projects identified in the City's utilities' master plans that would require any future SCE relocations, nor are there any future plans to further widen Rosecrans in the City's General Plan beyond the current proposed widening project. Therefore, the possibility of City requesting for future relocation of SCE underground utility lines is extremely low.

PUBLIC OUTREACH/INTEREST:

Numerous meetings with adjacent property owners for the previous phases of the RCTIP have been held. Staff and SCE met with property managers directly affected by the last phase of the RCTIP to discuss details of the final phase such as lay down area, working hours, traffic control, etc.. This communication and outreach with all adjacent businesses and owners within the undergrounding construction area will continue prior to the start of construction.

CONCLUSION:

Staff recommends approval of the Joint Use Agreement with SCE in order to complete the last phase of the Rosecrans Corridor Transportation Improvement Project (RCTIP)

Attachments

1. SCE Joint Use Agreement
2. RCTIP Budget Summary
3. Location Map
4. SCE 9/27/2002 Agreement
5. SCE 6/30/2006 Agreement
6. SCE 5/18/2010 Agreement

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

2131 WALNUT GROVE AVENUE
GO3 - 2ND FLOOR
ROSEMEAD, CA 91770

TITLE AND REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RP File No.:
Service Order No.:

Serial No.
Affects SCE Document No.

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20 ___, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation, hereinafter called "Company", and the CITY OF MANHATTAN BEACH, a municipal corporation of the State of California, hereinafter called "City",

W I T N E S S E T H:

WHEREAS Company currently owns, operates and maintains an above ground electrical transmission system as shown on Exhibit "A" attached hereto and incorporated herein by reference (the "Existing Company System"); and

WHEREAS portions of the Existing Company System are located within the territorial boundaries of City; and

WHEREAS City has asked Company to underground portions of the Existing Company System within Rosecrans Avenue, in the areas depicted on the diagram attached as Exhibit "A" (the "Relocation Area"); and

WHEREAS, the portions of the Existing Company System identified for placement underground within the Relocation Area are hereafter referred to as the "Identified Relocation Facilities"; and

WHEREAS, Company is under no obligation to underground the Identified Relocation Facilities in the manner depicted and will not do so unless City agrees to (i) compensate Company for the cost of the undergrounding and (ii) provide Company with certain assurances against future relocations;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

City agrees that City has the right to permit Company to locate the Identified Relocation Facilities underground within the Relocation Area as depicted in Exhibit "A".

If future relocation of the Identified Relocation Facilities (or any portion thereof) is requested by City, City hereby agrees to pay for the total reasonable direct costs incurred by Company for relocating its facilities from the Relocation Area and reconstructing the same in the newly relocated position, which direct costs shall include, but not be limited to, (i) the cost of acquiring any easements or rights of way over private property (whether through direct acquisition or condemnation), (ii) the cost of design, engineering, permitting, environmental review (where applicable) and compliance with regulatory requirements (e.g., General Order 131-D and public postings), (iii) the cost of labor (for both Company and third-party contractors retained by Company), materials, supplies and necessary equipment and (iv) excavation, trenching, restoration, and other construction costs (including any costs associated with relocation of the Identified Relocation Facilities into an above-ground position, if necessary). Direct costs that are reimbursable to Company shall also include expenses associated with reasonable modifications to Company's systems which may be necessitated by the relocation and/or above-grounding (for example, replacement of breakers within/appurtenant to Company substations). In addition to direct costs, City shall be responsible for reimbursing Company for all reasonable indirect costs incurred by Company in connection with relocating and reconstructing its facilities in the newly relocated area, which indirect costs may include, but are not limited to, fees and expenses associated with (A) excavation and removal of any contaminated soils present within the newly relocated position (including testing of materials, transport and containment), (B) retention of temporary laydown, staging and access areas which are necessary for Company's performance of the relocation work, (C) avoidance of interruption in customer service (e.g., provision of back-up power through placement and use of generators), (D) occurrence of power outages and the provision of emergency back-up equipment, services and personnel to respond to and resolve same, (E) the procurement, installation, operation and removal of temporary shoo-fly facilities and (F) unavoidable third-party incidentals. The foregoing reimbursement obligations of City shall not be interpreted to preclude, hinder or otherwise limit Company's ability to seek and obtain compensation from any other governmental entity or third party seeking a removal and/or relocation of Company's facilities through condemnation or otherwise.

City acknowledges that Company's use of the Relocation Area is in common and joint with City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

Notwithstanding the fact that Company is under no obligation to underground the Identified Relocation Facilities but for these assurances, City agrees that it will use all reasonable efforts to avoid requiring Company to relocate the Identified Relocation Facilities (or any portion thereof) following the undergrounding. Despite the City's use of all reasonable efforts, in the event that the future use of said highway right of way (e.g., a future use of Rosecrans Avenue) shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's underground facilities installed hereunder, City shall first notify Company in writing of such necessity. Thereafter, the parties shall meet and confer to discuss the relocation. To the extent City demands that Company proceed with the relocation, City agrees to pay Company an engineering fee to prepare engineering design plans and an estimate for Company's work. Following Company's preparation of the engineering design plans and work estimate, Company shall present same to City for review. Upon the City's agreement to the plans and its agreement to reimburse Company on demand for its costs, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. Other than a standard right of way encroachment permit (issued by City at no cost to Company, its agents or contractors), no further permit or permission from City for such

Joint Use Agreement
Between S. C. E., a corp. and
The City of Manhattan Beach
Serial _____A
R.P. File No. REL _____
Affects SCE. Doc No.: _____

rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements. City acknowledges and agrees that but for its assurances regarding City's use of best efforts to avoid a future relocation and that City will pay for any future relocation (including the costs of the engineering design plans and work estimate), Company would not proceed with the undergrounding.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation; however, City shall not reimburse Company for any loss or damages caused by Company's own fault or negligence.

Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the reasonable opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW]

Joint Use Agreement
Between S. C. E., a corp. and
The City of Manhattan Beach
Serial _____A
R.P. File No. REL _____
Affects SCE. Doc No.: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON
COMPANY,
a California corporation

By _____

Right of Way Agent
Land Management Division
Real Properties Department

CITY OF MANHATTAN BEACH, a municipal
corporation

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Joint Use Agreement
Between S. C. E., a corp. and
The City of Manhattan Beach
Serial _____A
R.P. File No. REL _____
Affects SCE. Doc No.: _____

“A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.”

State of California)
County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

“A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.”

State of California)
County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Joint Use Agreement
Between S. C. E., a corp. and
The City of Manhattan Beach
Serial _____A
R.P. File No. REL _____
Affects SCE. Doc No.: _____

“A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.”

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Joint Use Agreement
Between S. C. E., a corp. and
The City of Manhattan Beach
Serial _____A
R.P. File No. REL _____
Affects SCE. Doc No.: _____

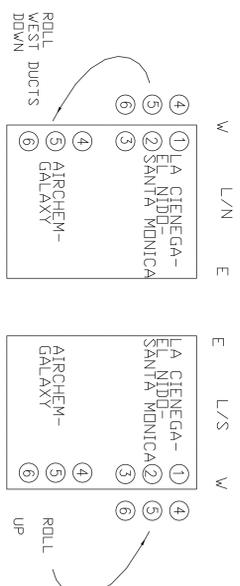
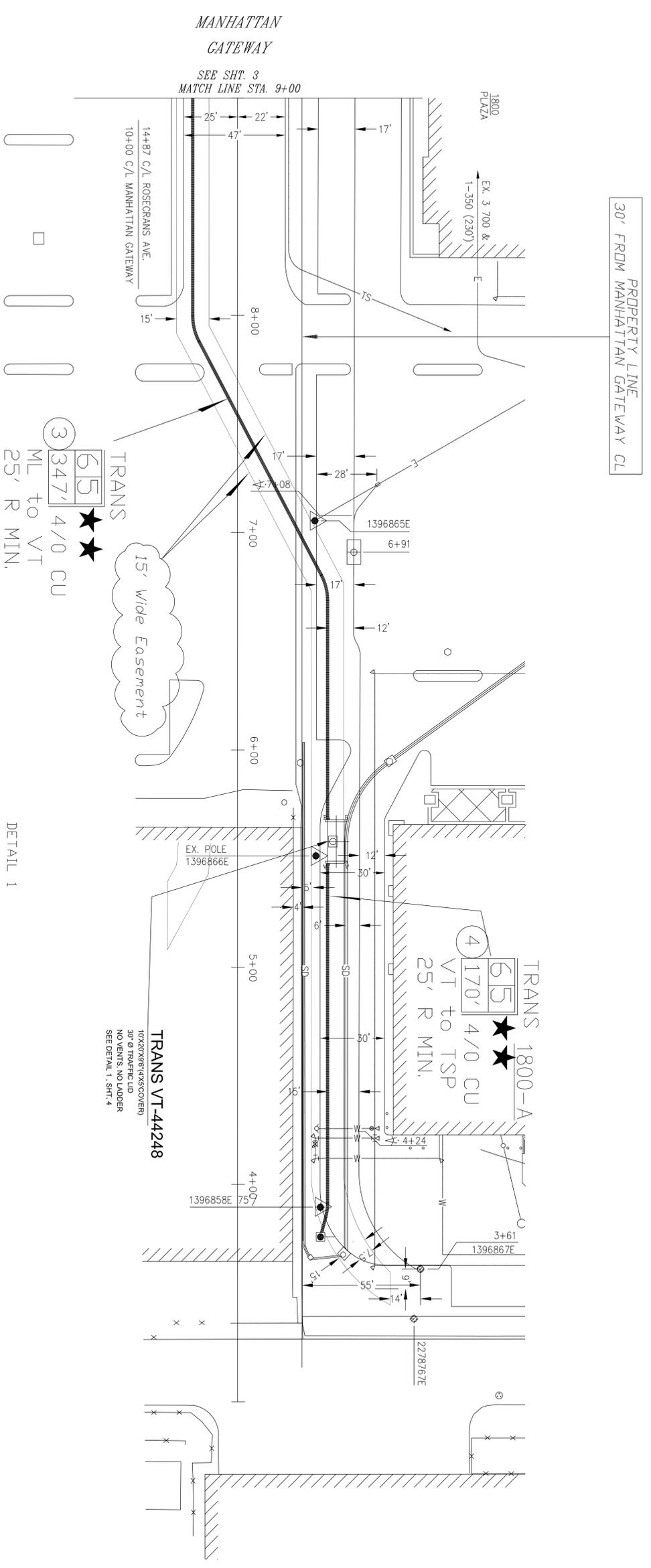
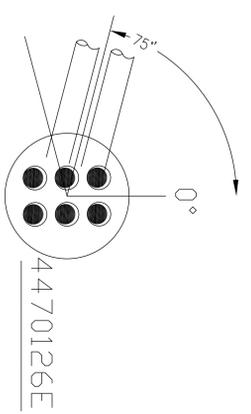
Exhibit "A"

Description/Depiction of the Existing Company System

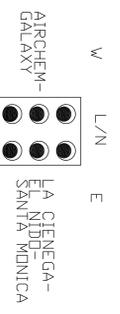
[To Be Attached]

EXHIBIT A

- Existing Company System
- Relocation Area



SEE DWG. S155728-8 FOR CONST. DETAILS

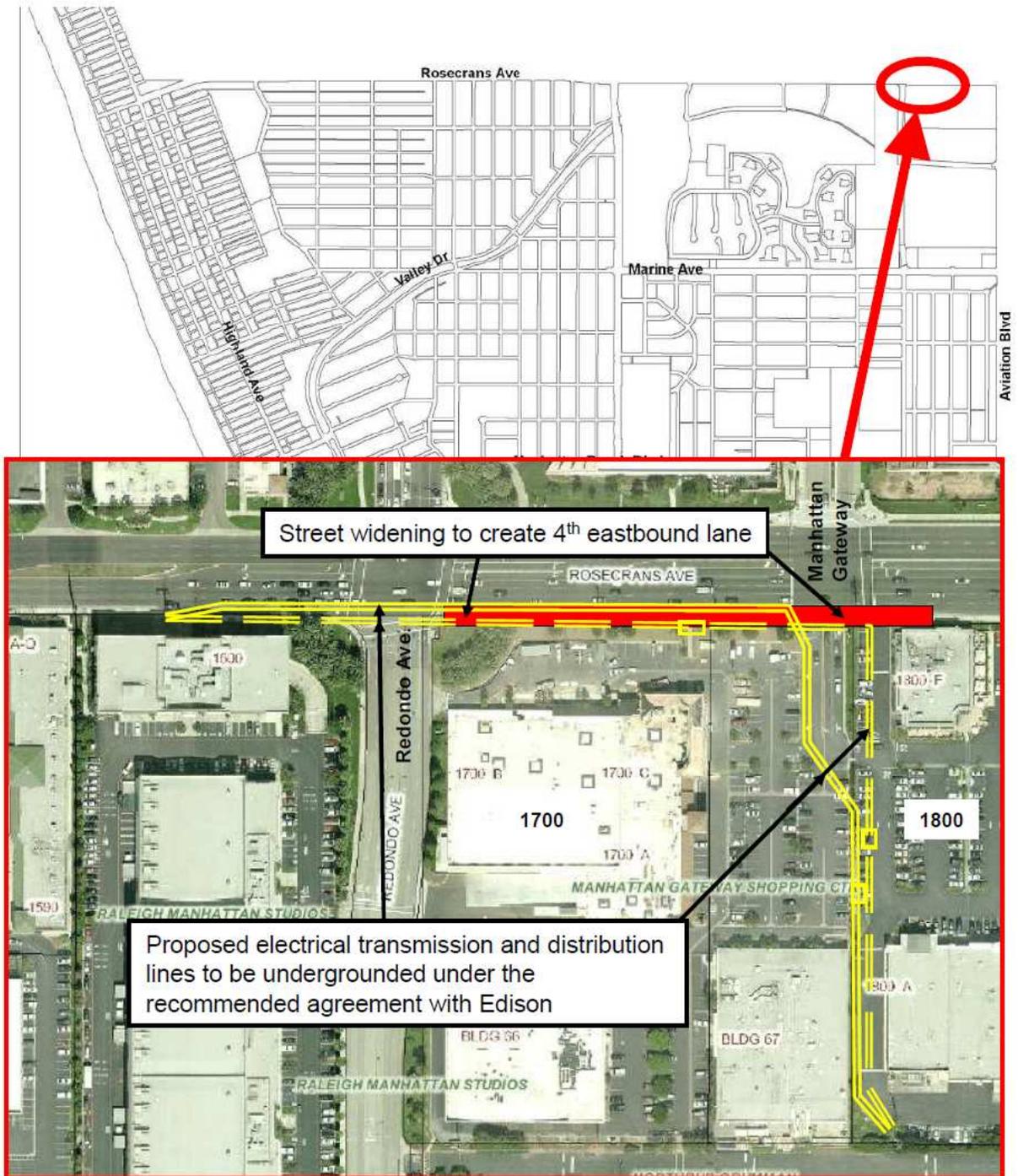


UNDERGROUND SERVICE ALERT
1-800-227-2600
For Underground Locating
2 Working Days Before You Dig



| NO. | DATE | BY | DESCRIPTION | NO. | DATE | BY | DESCRIPTION |
|-----|----------|-------------|-----------------|-----|----------|-------------|-----------------|
| 1 | 03/06/09 | F. ALLEN | PROJECT MANAGER | 1 | 03/06/09 | F. ALLEN | PROJECT MANAGER |
| 2 | 07/25/05 | S. HANCOCK | DESIGNER | 2 | 07/25/05 | S. HANCOCK | DESIGNER |
| 3 | 03/19/04 | S. THOMPSON | DESIGNER | 3 | 03/19/04 | S. THOMPSON | DESIGNER |
| 4 | 03/19/04 | A. WOOD | DESIGNER | 4 | 03/19/04 | A. WOOD | DESIGNER |
| 5 | 08/29/02 | | | 5 | 08/29/02 | | |

Rosecrans Avenue Street Widening and Utility Undergrounding Location Map



Attachment 2 Rosecrans Corridor Transportation Improvement Project (RCTIP) Summary

| | |
|--|-------------|
| Phase 1 RCTIP Funding/Costs | |
| Private Developer Contribution Rosecrans-Sepulveda Partners LLC | \$1,530,000 |
| Phase 2 RCTIP | |
| Private Developer Contribution Rosecrans-Sepulveda Partners LLC | \$508,000 |
| Proposition C Funds | \$945,000 |
| Total | \$1,453,000 |

| | |
|--|-------------|
| Phase 3 RCTIP Funding | |
| Private Contribution: Raleigh Studios | \$500,000 |
| Private Contribution: 1800 Rosecrans Partners | \$200,000 |
| Private Contribution: Continental Development Corp. | \$300,000 |
| City Contribution(Prop C/Metro Funds) | \$1,750,000 |
| Total | \$2,750,000 |
| Phase 3 RCTIP Costs | |
| Estimated SCE Utility Undergrounding Cost | \$2,137,885 |
| Estimated Street Widening Construction & Design Cost | \$477,250 |
| Total | \$2,615,135 |

**AGREEMENT FOR REPLACEMENT
OF OVERHEAD WITH UNDERGROUND DISTRIBUTION FACILITIES**
(Installation by Utility)

THIS AGREEMENT, made this 27th day of SEPTEMBER, 20 02
between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Utility", and the
party or parties whose names are subscribed hereunder as "Applicants",

WITNESSETH:

WHEREAS, Applicants have requested Utility, pursuant to Section B. of Utility's Rule No. 20,
Replacement of Overhead with Underground Distribution Facilities, to replace Utility's existing overhead with
underground distribution facilities at the location or locations in the County of _____
LOS ANGELES, State of California, substantially described as follows:

ROSECRANS AVE, REDONDO AVE TO
MANHATTAN GATEWAY, CITY OF MANHATTAN
BEACH.

and as shown on the map attached hereto and made a part hereof; and

WHEREAS,

- a. It is necessary for all property owners served from Utility's overhead facilities to be removed to agree in writing to perform the wiring changes on owners' premises so that service may be furnished from Utility's underground distribution system in accordance with Utility's rules and that Utility may discontinue Utility's overhead service upon completion of Utility's underground facilities, or
- b. Suitable legislation is in effect requiring such property owners to make such necessary wiring changes and authorizing Utility to discontinue Utility's overhead service; and

WHEREAS, Applicants have requested Utility to furnish and install the pads and vaults for transformers and associated equipment, conduits, ducts, boxes, and electrolier bases and to perform other work related to structures and substructures including breaking of pavement, trenching, backfilling, and repaving required in connection with installation of the underground system; and

WHEREAS, Underground service connections to each applicant from Utility's underground distribution system will be installed and maintained as provided in Utility's rules applicable thereto;

NOW, THEREFORE, in consideration of the premises, and of the mutual promises and covenants of the parties hereto, hereinafter contained, it is mutually agreed by and between the parties hereto as follows, viz.:

1. Applicants will pay to Utility concurrently with the execution hereof the nonrefundable amount of \$ 179,770.00, which is the excess, if any, of the estimated costs, including breaking of pavement, trenching, backfilling, and paving required in connection with installation of the underground system, and of \$ _____, the excess, if any, of the estimated costs including transformers, meters, and services, of completing the underground system and building a new equivalent overhead system. The amount contributed by each of said Applicants is shown hereinafter.
2. Utility will complete the undergrounding of said overhead distribution facilities, provided, however, Utility has been granted rights of way therefor satisfactory to and without cost to Utility.

3. Said underground distribution facilities will be and will remain the property of Utility.
4. Applicants each agree Applicants will perform necessary wiring changes on Applicants' premises so that service may be furnished from Utility's underground distribution system in accordance with Utility's rules, and Utility may discontinue Utility's overhead service upon completion of Utility's underground facilities.
5. This contract is subject to the Rules of Utility.
6. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

SOUTHERN CALIFORNIA EDISON COMPANY

By JOHN DEATHCRAGE
REGION OR DIVISION MANAGER

South Bay
REGION OR DIVISION

| SIGNATURE OF APPLICANTS | ADDRESS | AMOUNT CONTRIBUTED |
|---------------------------------|--|--------------------|
| <u>[Signature]</u> | City of Manhattan Beach 1400 Highland Ave | \$ <u>179,770</u> |
| DANA GREENWOOD City Engineer | | \$ _____ |
| | | \$ _____ |
| | | \$ _____ |
| | | \$ _____ |
| | TOTAL | \$ <u>179,770</u> |

Witness Wendy Sue Marino

Address 1400 Highland Ave
Manhattan Beach CA 90266



Rule 20 B
Installation by EDISON

REL0151728
6/12/06

AGREEMENT FOR REPLACEMENT OF OVERHEAD
WITH UNDERGROUND ELECTRICAL FACILITIES

THIS AGREEMENT, made this 30th day of June 2006 between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "SCE" and City of Manhattan Beach, a municipality hereinafter referred to as "City."

WITNESSETH:

WHEREAS, City has requested EDISON to replace SCE's existing overhead 66 kV transmission and telecommunication line(s) (SCE's distribution facilities are addressed under a separate agreement.) and appurtenant facilities (hereinafter referred to as Electrical Facilities) with underground facilities to accommodate the development of Rosecrans Blvd; said facilities to be placed underground along Rosecrans Blvd., and adjacent private property in the City of Manhattan Beach, County of Los Angeles and made a part hereof; hereinafter referred to as Project Area (see attached plans); and

WHEREAS, SCE is the holder of certain easement(s) for a portion of its existing line(s) and appurtenant facilities; and]

WHEREAS, City has requested SCE to furnish and install the pads and vaults for transformers and associated equipment, conduits, ducts, boxes, (and electrolier bases) and to perform other work related to structures and substructures including breaking pavement, trenching, backfilling, and repaving required in connection with installation of the underground system; and

WHEREAS, City has agreed to pay SCE the sum hereinafter set forth to relocate, underground, all transmission/telecommunication facilities within the Project Area; said costs having been determined by SCE'S standard accounting practices and in accordance with CPUC Rule 20B;

NOW, THEREFORE, it is mutually agreed by and between SCE and City as follows, viz.:

1. RELOCATION OF ELECTRICAL FACILITIES.

SCE shall relocate and underground said Electrical Facilities within the Project Area in accordance with the schedule herein.

2. WORK TO BE PERFORMED BY EDISON.

- a) SCE shall procure and install all materials, ducts and substructures, and provide all engineering and work related to the relocation of said Electrical Facilities.
- b) SCE shall remove its overhead Electrical Facilities after the underground facilities replacing said overhead facilities have been installed, energized, and placed into permanent service.
- c) SCE shall prepare the Easement(s) and all other documents for replacement rights and clearance of encumbrance matters which could prevent or interfere with SCE'S use of the easement area to be granted.

- d) Said underground Electrical Facilities will be and will remain the property of SCE, who will be responsible for all further modifications and/or maintenance.
- e) EDISON shall obtain, if required, California Public Utility Commission Permits.
- f) SCE shall secure necessary State Highway Crossing Agreements.

3. WORK TO BE PERFORMED BY CITY

- a) City, at no cost to SCE, but with SCE'S cooperation, shall provide SCE with any required street improvement or site plans reflecting the location of all existing and proposed underground structures and/or facilities.
- b) City, at no cost to SCE, but with SCE'S cooperation, shall comply with the requirements of the California Environmental Quality Act (CEQA) and shall prepare any and all Environmental Impact Reports which may be required by any Agency having jurisdiction by Law.
- c) City shall assume all costs for preparation of documents as defined in item 2c, above.
- d) City, at no cost to SCE, shall grant/secure all replacement rights and other documents required by SCE and in a form acceptable to SCE to effect the relocation of its facilities and to clear all encumbrance matters.
- f) City to pay for cost and installation by SCE of one specially designed steel pole at the southerly termination(s) of the 66 kV transmission underground systems.]

4. COST OF DESIGN, ENGINEERING AND TOTAL COST ESTIMATES.

SCE hereby acknowledges receipt of a \$80,000.00 engineering advance, which shall be credited to those costs SCE has incurred and will incur in the future for the work of design, engineering, cost estimates and material for the relocation of Electrical Facilities and the cost of construction, which includes the amount set forth in Item 5 on Page No. 2 of this Agreement.

5. TERMS AND METHOD OF PAYMENT.

The estimated cost is \$1,787,987.41 City shall pay to SCE the estimated sum less the engineering for a total of \$1,707,989.41 upon execution of this Agreement, which sum shall be credited to those costs and expenses SCE has incurred and will incur in the future for the design, engineering and construction required to relocate and underground its Electrical Facilities. Upon completion of all relocation work by SCE, City shall be presented with final accounting as determined by SCE 'S standard accounting practices and in accordance with CPUC Rule 20B procedures. Should the sum of SCE 'S costs and expenses exceed the estimated sum paid by City as provided by herein, City shall pay to SCE the difference between said sums. Should the estimated sum paid by City to SCE, as provided herein, exceed the sum of SCE 'S costs and expenses, SCE shall refund to City the difference between said sums.

6. ADDITIONAL WORK.

If SCE is required to relocate any facilities other than the work to be performed as set forth in Section 2, such additional work shall be performed on a completed cost basis at City sole expense.

7. REPLACEMENT RIGHT OF WAY.

City agrees to furnish or cause to be furnished all necessary replacement rights comparable to SCE 'S existing rights at no cost to SCE and all necessary access for SCE 'S permanently relocated Electrical Facilities. SCE will not begin construction until all required replacement rights have been executed and/or committed to, in writing, and presented to SCE.

8. PARKING.

Parking within the easement area shall not be permitted except in those locations and under such conditions as determined by SCE. Under no circumstances shall parking be permitted by SCE to allow City to meet the requirement of any parking or zoning ordinance.

9. SCHEDULE OF WORK.

EDISON proposes to have the relocated Electrical Facilities in operation by City contingent upon mutually acceptable schedules, the timely obtaining of permits, licenses and other documents, outages or other key items and not being delayed by those uncontrollable forces described in Item 12 herein.

10. FACILITIES TO REMAIN PROPERTY OF EDISON.

All Electrical Facilities and appurtenances thereto installed by SCE under this Agreement shall at all times be and remain the property of SCE

11. INDEMNIFICATION CLAUSE.

City agrees, for itself, and for its and their agents, contractors and employees, to save harmless and indemnify SCE, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability (collectively, "Claims") arising from or growing out of loss or damage to property, including SCE's own personal property, or injury to or death of persons, including employees of SCE resulting in any manner whatsoever, directly or indirectly, by reason of this agreement for replacement of overhead with underground Electrical Facilities or the use of or occupancy of said Project Area by City, its agents, and employees, invitees, successors and assigns, except to the extent that such Claims arise as a result of SCE's negligence or willful misconduct.

SCE agrees, for itself, and for its and their agents, contractors and employees, to save harmless and indemnify City, its officers, agents and employees, from and against all Claims, including City's own personal property, or injury to or death of persons, including employees of City resulting in any manner whatsoever, directly or indirectly, by reason of SCE's negligence or willful misconduct with regard to this agreement for replacement of overhead with underground Electrical Facilities or the use of or occupancy of said Project Area by SCE, its agents, and employees, invitees, successors and assigns.

12. DELAY DUE TO UNCONTROLLABLE FORCES.

SCE shall not be responsible for any delay in their performance hereunder, including, but not limited to, SCE 'S relocation of Electrical Facilities and related work under this Agreement resulting from shortage of labor or materials, delivery delays, major equipment breakdown, load management, strikes, labor disturbances, war, riot, insurrection, civil disturbance, weather conditions, epidemic, quarantine restriction, sabotage, act of public enemy, earthquake, governmental rule, regulation or order, including orders or judgments of any court or commission, requirement of additional or separate Environmental Impact Reports requested by the California Public Utilities Commission (CPUC), delay in receiving a Certificate of Public Convenience and Necessity from the CPUC, delay in obtaining necessary rights of way, act of God or any cause or conditions beyond the control of SCE or City.

13. PERMITS, CODES AND STATUTES.

SCE 'S relocation of Electrical Facilities shall comply with the various applicable statutes, codes, regulations and ordinances and specifically in accordance with CPUC Rule 20B.

14. JURISDICTION OF PUBLIC UTILITIES COMMISSION.

This Agreement shall at all times be subject to such changes or modifications as the California Public Utilities Commission may, from time to time, direct in the exercise of its jurisdiction pursuant to the authority conferred upon it by Law.

15. CHANGES.

Any changes to this Agreement shall be made by supplement thereto and shall be executed on behalf of SCE by the Manager of Right of Way, Southern Region or his designee, and on behalf of City by the Mayor

16. NOTICES.

Any notices provided in this Agreement to be given by either party hereto to the other shall be deemed to have been duly given when made in writing and deposited in the United States mail, registered or certified and postage prepaid, addressed as follows:

To: EDISON

Real Estate Operations
Corporate Real Estate
Southern California Edison Company

14799 Chestnut Street

Westminster Ca. 92683

To: The City Manhattan Beach

1400 Highland Avenue

Manhattan Beach, Ca. 90266

Attention: Dana Greenwood

17. TERMINATION.

City shall have the right to terminate this Agreement on sixty (60) days prior written notice to SCE for whatever reason.

Except as otherwise provided, in the event of termination of this Agreement by City, SCE shall be entitled to payment for all costs and expenses for material, services, labor, overhead, etc., incurred by SCE to and including the date the notice of termination is received by SCE and all costs and expenses required to effect the termination of this Agreement, including, but not limited to, all costs and expenses pertaining to the restoration or removal of SCE 'S Electrical Facilities, equipment and/or materials as well as cancellation of contracts, purchase orders, etc., between SCE and all parties furnishing labor, materials and services made prior to the termination of this Agreement.

At the option of SCE, all materials paid for by City and procured by SCE to effect said relocation may, upon termination of this Agreement, either be used by SCE for other projects or be sold by SCE as salvage. The net proceeds from the transfer of the materials to other SCE projects or sale of the materials as salvage shall be deducted from the costs and expenses to be paid by City after deducting SCE 'S applicable administrative costs, material, transportation and conversion costs, taxes and other outlays or charges, associated with such a transfer or sale. Should the sum of SCE 'S costs and expenses exceed the sum of the amounts paid by City as provided by items four and five herein, City shall pay to SCE the difference between said sums upon submission of a final invoice. Should the sum of the amounts paid by City to SCE as provided by items four and five _ exceed the sum of EDISON'S costs and expense, SCE shall refund to City the difference between said sums upon submission of a final invoice.

If City is in default of any of the terms, provisions, conditions, limitations and covenants of this Agreement, SCE may give City written notice of default. If within thirty (30) days of receipt of such notice City does not cure such default, SCE has the right, if it so desires, to terminate this Agreement upon thirty (30) days prior written notice to City. Except as otherwise provided, should such right of termination by SCE be exercised, SCE shall be entitled to payment for all costs and expenses for materials, services, labor, overhead, etc., incurred by SCE to and including the date of termination and all costs and expenses required to effect the termination of this Agreement, including but not limited to all costs and expenses pertaining to the restoration or removal of SCE 'S Electrical Facilities, equipment and/or materials as well as cancellation of contracts, purchase orders, etc., between SCE and all parties furnishing materials and services, made prior to the termination of this Agreement.

18. PREVIOUS COMMUNICATIONS.

This Agreement contains the entire agreement and understanding between SCE and City as to the subject matter of this Agreement and merges and supersedes all prior agreements, commitments, representations, and discussions between SCE and City. Any agreement between persons employed by SCE and City which is not incorporated into this Agreement by an amendment shall not be a contractual provision of this Agreement.

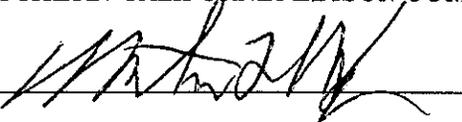
19. GOVERNING LAW.

This Agreement shall be subject to and constructed according to the law of the State of California.

In the event the Internal Revenue Service (IRS) state, city, and/or local governmental taxing authority determines that this project is taxable, the (customer's name) will reimburse the Southern California Edison Company for the full amount of the tax liability determined by the IRS, state, city, and/or local governmental authority, plus interest, penalties, fees, and related costs. Such amounts will be paid to Edison within 60 days after notification of such event by Edison to (customers name).

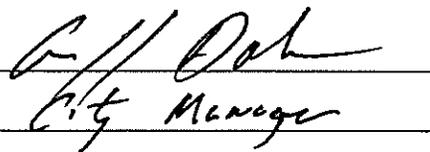
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

SOUTHERN CALIFORNIA EDISON COMPANY

By 

MARTIN L. MAUCH
SR. RIGHT OF WAY AGENT

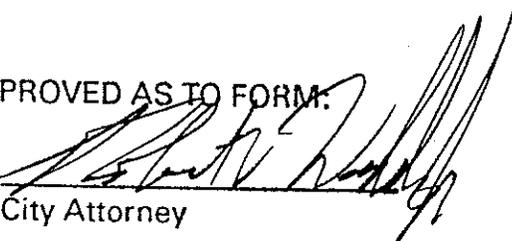
CITY OF MANHATTAN BEACH

By 
City Manager

DAG

RP File No. _REL0151728

APPROVED AS TO FORM:

By 
City Attorney

**AGREEMENT FOR REPLACEMENT OF OVERHEAD
WITH UNDERGROUND ELECTRICAL FACILITIES**

THIS AGREEMENT, made this 18th day of May 2010 between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "SCE" and City of Manhattan Beach, a municipality hereinafter referred to as "City."

WITNESSETH:

WHEREAS, City has requested SCE to replace SCE's existing overhead (66kV transmission/12kV distribution/telecommunication) line(s) and appurtenant facilities (hereinafter referred to as Electrical Facilities) with underground facilities to accommodate the development of Rosecrans Boulevard; said facilities to be placed underground along Rosecrans Boulevard, and adjacent private property, in the City of Manhattan Beach, County of Los Angeles, State of California, as shown on the Base Map/Work Order map attached hereto and made a part hereof; hereinafter referred to as Project Area; and

WHEREAS, SCE is the holder of certain easement(s) and or fee right of way for its existing line(s) and appurtenant facilities; and

WHEREAS, City has requested SCE to furnish and install the pads and vaults for transformers and associated equipment, conduits, ducts, boxes, and to perform other work related to structures and substructures including breaking pavement, trenching, backfilling, and repaving required in connection with installation of the underground system; and

WHEREAS, City has agreed to pay SCE the sum hereinafter set forth to relocate, underground, all (transmission/distribution/telecommunication) facilities within the Project Area; said costs having been determined by SCE's standard accounting practices and in accordance with CPUC Rule 20B;

NOW, THEREFORE, it is mutually agreed by and between SCE and City as follows, viz.:

1. RELOCATION OF ELECTRICAL FACILITIES.

SCE shall relocate and underground said Electrical Facilities within the Project Area in accordance with the schedule herein.

2. WORK TO BE PERFORMED BY SCE.

- a) SCE shall procure and install all materials, ducts and substructures, and provide all engineering and work related to the relocation of said Electrical Facilities.
- b) SCE shall remove its overhead Electrical Facilities after the underground facilities have been installed, energized, and placed into permanent service.
- c) SCE shall prepare the Easement(s) and all other documents for replacement rights and clearance of encumbrance matters which could prevent or interfere with SCE's use of the easement area to be granted.

- d) Said underground Electrical Facilities will be and will remain the property of SCE, who will be responsible for all further modifications and/or maintenance.
- e) SCE shall obtain, if required, California Public Utility Commission Permits.
- f) SCE shall secure necessary State Highway Crossing Agreements.

3. WORK TO BE PERFORMED BY CITY.

- a) City, at no cost to SCE, but with SCE's cooperation, shall provide SCE with any required street improvement or site plans reflecting the location of all existing and proposed underground/over head structures and/or facilities.
- b) City, at no cost to SCE, but with SCE's cooperation, shall comply with the requirements of the California Environmental Quality Act (CEQA) and shall prepare any and all Environmental Impact Reports which may be required by any Agency having jurisdiction by Law.
- c) City shall assume all costs for preparation of documents as defined in item 2c, above.
- d) City, at no cost to SCE, shall grant/secure all replacement rights and other documents required by SCE and in a form acceptable to SCE to effect the relocation of its facilities and to clear all encumbrance matters.
- e) City will pay to SCE, concurrently with the execution of this agreement, the nonrefundable estimated cost of furnishing and installing the underground structures and substructures, including breaking of pavement, trenching, backfilling, and paving required in connection with installation of the 66kV transmission, 12kV distribution and telecommunication underground system, and the excess, if any, of the estimated costs, exclusive of transformers, meters and services, of completing the underground system over building a new equivalent overhead system. There is no credit for salvage.
- f) City to pay for cost and installation by SCE of one specially designed steel pole to existing transmission vault, west of Redondo Avenue.

4. COST OF DESIGN, ENGINEERING AND TOTAL COST ESTIMATES.

SCE hereby acknowledges receipt of \$1,967,759.00, which shall be credited to those costs SCE has incurred and will incur in the future for the work of design, engineering, cost estimates and material for the relocation of Electrical Facilities and the cost of construction, which includes the amount set forth in Item 5 of this Agreement.

5. TERMS AND METHOD OF PAYMENT.

City shall pay to SCE the additional estimated sum of \$170,000.00 upon execution of this Agreement, which sum shall be credited to those costs and expenses SCE has incurred since the original cost estimate and will incur in the future for the design, engineering and construction required to relocate and underground its Electrical Facilities. Upon completion of all relocation work by SCE, City shall be presented with final accounting as determined by SCE's standard accounting practices and in accordance with CPUC Rule 20B procedures. Should the sum of SCE'S costs and expenses exceed the estimated sum paid by City as provided by herein, City shall pay to SCE the difference between said

sums. Should the estimated sum paid by City to SCE, as provided herein, exceed the sum of SCE's costs and expenses, SCE shall refund to City the difference between said sums.

6. ADDITIONAL WORK.

If SCE is required to relocate any facilities other than the work to be performed as set forth in Section 2, such additional work shall be performed on a completed cost basis at City sole expense.

7. REPLACEMENT RIGHT OF WAY.

City agrees to furnish or cause to be furnished all necessary replacement rights comparable to SCE's existing rights at no cost to SCE and all necessary access for SCE's permanently relocated Electrical Facilities. SCE will not begin construction until all required replacement rights have been executed and/or committed to, in writing, and presented to SCE.

8. SCHEDULE OF WORK.

SCE proposes to have the relocated Electrical Facilities in operation by City contingent upon mutually acceptable schedules, the timely obtaining of permits, licenses and other documents, outages or other key items and not being delayed by those uncontrollable forces described in Item 2 herein.

9. FACILITIES TO REMAIN PROPERTY OF SCE.

All Electrical Facilities and appurtenances thereto installed by SCE under this Agreement shall at all times be and remain the property of SCE

10. INDEMNIFICATION CLAUSE.

City agrees, for itself, and for its and their agents, contractors, and employees, to save harmless and indemnify SCE, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including SCE's own personal property, or injury to or death of persons, including employees of SCE resulting in any manner whatsoever, directly or indirectly, by reason of this agreement for replacement of overhead with underground Electrical Facilities or the use of or occupancy of said Project Area by City, its agents, and employees, invitees, successors and assigns.

SCE agrees, for itself, and for its and their agents, contractors and employees, to save harmless and indemnify City, its officers, agents, and employees, from and against all Claims, including City's own personal property, or injury to or death of persons, including employees of City resulting in any manner whatsoever, directly or indirectly, by reason of SCE's negligence or willful misconduct with regard to this agreement for replacement of overhead with underground Electrical Facilities or the use of or occupancy of said Project Area by SCE, its agents, and employees, invitees, successors and assigns.

11. DELAY DUE TO UNCONTROLLABLE FORCES.

SCE shall not be responsible for any delay in their performance hereunder, including, but not limited to, SCE's relocation of Electrical Facilities and related work under this Agreement resulting from shortage of labor or materials, delivery delays, major equipment breakdown, load management, strikes, labor disturbances, war, riot, insurrection, civil disturbance, weather conditions, epidemic, quarantine restriction, sabotage, act of public enemy, earthquake, governmental rule, regulation or order, including orders or judgments of any court or commission, requirement of additional or separate Environmental Impact Reports requested by the California Public Utilities Commission (CPUC),

delay in receiving a Certificate of Public Convenience and Necessity from the CPUC, delay in obtaining necessary rights of way, act of God or any cause or conditions beyond the control of SCE or City.

12. PERMITS, CODES AND STATUTES.

SCE's relocation of Electrical Facilities shall comply with the various applicable statutes, codes, regulations and ordinances and specifically in accordance with CPUC Rule 20B.

13. JURISDICTION OF PUBLIC UTILITIES COMMISSION.

This Agreement shall at all times be subject to such changes or modifications as the California Public Utilities Commission may, from time to time, direct in the exercise of its jurisdiction pursuant to the authority conferred upon it by Law.

14. CHANGES.

Any changes to this Agreement shall be made by supplement thereto and shall be executed on behalf of SCE by the Transmission Project Manager, or his designee, and on behalf of City by the (President or Vice President /City Council/Mayor/Supervisor).

15. NOTICES.

Any notices provided in this Agreement to be given by either party hereto to the other shall be deemed to have been duly given when made in writing and deposited in the United States mail, registered or certified and postage prepaid, addressed as follows:

To: Southern California Edison
800 W. Cienega Avenue
San Dimas, CA 91773

Attention: Ms. Judi Grissmeyer

To: City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

Attention: Mr. Steve Finton

16. TERMINATION.

City shall have the right to terminate this Agreement on sixty (60) days prior written notice to SCE for whatever reason.

Except as otherwise provided, in the event of termination of this Agreement by City, SCE shall be entitled to payment for all costs and expenses for material, services, labor, overhead, etc., incurred by SCE to and including the date the notice of termination is received by SCE and all costs and expenses required to effect the termination of this Agreement, including, but not limited to, all costs and expenses pertaining to the restoration or removal of SCE's Electrical Facilities, equipment and/or materials as well as cancellation of contracts, purchase orders, etc., between SCE and all parties furnishing labor, materials and services made prior to the termination of this Agreement.

At the option of SCE, all materials paid for by City and procured by SCE to effect said relocation may, upon termination of this Agreement, either be used by SCE for other projects or be sold by SCE as salvage. The net proceeds from the transfer of the materials to other SCE projects or sale of the materials as salvage shall be deducted from the costs and expenses to be paid by City after deducting

SCE's applicable administrative costs, material, transportation and conversion costs, taxes and other outlays or charges, associated with such a transfer or sale. Should the sum of SCE's costs and expenses exceed the sum of the amounts paid by City as provided by items City herein, City shall pay to SCE the difference between said sums upon submission of a final invoice. Should the sum of the amounts paid by City to SCE as provided by items City exceed the sum of SCE's costs and expense, SCE shall refund to City the difference between said sums upon submission of a final invoice.

If City is in default of any of the terms, provisions, conditions, limitations and covenants of this Agreement, SCE may give City written notice of default. If within thirty (30) days of receipt of such notice City does not cure such default, SCE has the right, if it so desires, to terminate this Agreement upon thirty (30) days prior written notice to City. Except as otherwise provided, should such right of termination by SCE be exercised, SCE shall be entitled to payment for all costs and expenses for materials, services, labor, overhead, etc., incurred by SCE to and including the date of termination and all costs and expenses required to effect the termination of this Agreement, including but not limited to all costs and expenses pertaining to the restoration or removal of SCE's Electrical Facilities, equipment and/or materials as well as cancellation of contracts, purchase orders, etc., between SCE and all parties furnishing materials and services, made prior to the termination of this Agreement.

17. PREVIOUS COMMUNICATIONS.

This Agreement contains the entire agreement and understanding between SCE and City as to the subject matter of this Agreement and merges and supersedes all prior agreements, commitments, representations, and discussions between SCE and City. Any agreement between persons employed by SCE and City which is not incorporated into this Agreement by an amendment shall not be a contractual provision of this Agreement.

Please Note: This paragraph 17 does not supersede the Transmission Project Management Actual Cost Estimate letter provided concurrently with this Rule 20B Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Southern California Edison
By Judi Grissmeyer
Judi Grissmeyer
Transmission Project Management

City of Manhattan Beach
By [Signature]
Signature
Jim Arnot / PWO
please print name / title

JAG
TPM.4.6.09

APPROVED AS TO FORM:

By [Signature]
City Attorney

-5-

Agenda Date: 4/7/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Tony Olmos, Public Works Director
Raul Saenz, Utilities Manager

SUBJECT:

Introduction of Ordinance No. 15-0004 which will Revise *Title 5 - Sanitation and Health, Chapter 5.84 - Storm Water and Urban Runoff Pollution Control* of the City of Manhattan Beach Municipal Code (Public Works Director Olmos).

INTRODUCE

RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 15-0004 which will revise *Title 5 - Sanitation and Health, Chapter 5.84 - Storm Water and Urban Runoff Pollution Control* of the City of Manhattan Beach Municipal Code.

FISCAL IMPLICATIONS:

The cost of future City Public Right-of-Way Capital Improvement Projects will increase to accommodate construction of stormwater retention facilities that comply with the National Pollutant Discharge Elimination System (NPDES) Permit.

BACKGROUND:

On November 8, 2012, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted the fourth NPDES Permit under the Federal Clean Water Act for discharges from the municipal separate storm sewer system (MS4) within the coastal watersheds of Los Angeles County (Permit). The Permit became effective on December 28, 2012. The Permit identifies conditions, requirements and programs that municipalities must comply with to protect regional water resources from adverse impacts associated with pollutants in stormwater and urban runoff. The City of Manhattan Beach is a named Permittee subject to the Permit.

The Permit requires that each Permittee has the legal authority within its jurisdiction to implement and enforce the Permit requirements pursuant to the Clean Water Act and the

implementing section of the Code of Federal Regulations 40 CFR § 122.26(d)(2)(i)(A-F). The attached ordinance revises and updates *Title 5 - Sanitation and Health, Chapter 5.84 - Storm Water and Urban Runoff Pollution Control* of the City of Manhattan Beach Municipal Code to reflect the 2012 Permit requirements.

DISCUSSION:

The City of Manhattan Beach is pursuing the development and implementation of an Enhanced Watershed Management Program (EWMP) consistent with the Permit and in cooperation with the cities of Hermosa Beach, Redondo Beach and Torrance along with the Los Angeles County Flood Control District. As required by the Permit, a draft EWMP plan will be submitted to the Regional Board for review by June 28, 2015. A condition of Regional Board approval of the EWMP is that all participating Permittees must have Low Impact Development (LID) Ordinances enacted by the time of the draft EWMP submittal. LID is an approach to new development and redevelopment projects that work to manage stormwater as close to its source as possible. LID employs structural features, such as bio-retention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements that minimize effective imperviousness to create functional and appealing site drainage that treats stormwater as a resource rather than a waste product.

The Draft Ordinance

The following summarizes key features of the draft ordinance:

- The Permit requires that each Permittee has the legal authority within its jurisdiction to implement and enforce the Permit requirements pursuant to the Clean Water Act and the implementing section of the Code of Federal Regulations 40 CFR § 122.26(d)(2)(i)(A-F).
- The most significant changes in the ordinance are related to new development and redevelopment projects. These new planning and land development provisions are referred to as LID provisions. The draft ordinance replaces the *Standard Urban Stormwater Mitigation Plan (SUSMP)*, which is a development planning provisions that determines how a development project needs to be designed to protect water quality, with the 2012 Permit LID provisions - *Planning and Land Development Program Requirements for New Development and Redevelopment Projects*.
- LID and SUSMP projects include industrial parks, commercial malls, retail gasoline outlets, restaurants, parking lots, hillside residential developments, street and road construction, automotive service facilities, and projects whose drainage impacts Significant Ecological Areas.
- Size thresholds that trigger LID requirements for projects are similar to the SUSMP thresholds with some minor changes. The previous development category under the

2001 Permit which covered housing developments of ten units or more (either single-family or multi-family) has been eliminated and replaced by the general category of new developments of any type which create 10,000 square feet or more of impervious surface on a one-acre disturbed site.

- Proposed new development and redevelopment projects subject to LID will be required to capture and retain the 85th percentile 24-hour design storm depth onsite through infiltration, bio-retention and/or rainfall harvest for non-potable use onsite. Projects will no longer be allowed to address stormwater runoff via treatment alone as was often done under SUSMP without first demonstrating that it is technically infeasible to retain the design storm runoff onsite. If onsite retention of stormwater is demonstrated to be technically infeasible, then alternatives may include onsite bio-filtration, or onsite treatment, plus offsite mitigation of the design storm volume.
- The 85th percentile 24-hour design storm depth varies by 20% depending on location within the City. Under SUSMP the design storm was 0.75 inches regardless of location within the City, whereas with LID the design storm may vary from 0.75 to 0.88 inches depending on the project's location on the County's historical rainfall map of the 85th percentile 24-hour storm depth.
- The LID provisions of the draft ordinance utilizes the County of Los Angeles LID Standards Manual as the design reference for selected LID Best Management Practice design.
- Definitions in the ordinance have been updated and other changes made for consistency with the 2012 Permit.
- The Green Street Policy is incorporated in the ordinance as a reference.

At their request, a draft copy of the *Storm Water and Urban Runoff Pollution Control* ordinance was submitted to the Regional Board for their review and input prior to City Council adoption to assure that the City is compliant with the Permit. Based on discussions with the Regional Board, staff anticipates Regional Board approval of the draft *Storm Water and Urban Runoff Pollution Control* ordinance. It is anticipated that if Regional Board has any comments, they will be minor and easily incorporated before the *Storm Water and Urban Runoff Pollution Control* ordinance is enacted.

POLICY ALTERNATIVES:

The revised *Storm Water and Urban Runoff Pollution Control* ordinance is regulation driven as a compliance requirement of the current NPDES Permit under the Federal Clean Water Act for discharges from the municipal separate storm sewer systems. Given the prescriptive nature of the regulation, the City is not at liberty to customize an alternate ordinance.

PUBLIC OUTREACH/INTEREST:

City staff involved in private and public development and redevelop construction projects will be provided training on the key elements of the *Storm Water and Urban Runoff Pollution Control* ordinance in order to provide assistance to developers and consultants through the permit approval process. Supplemental information will also be provided to developers and consultants in the form of an information memo, in addition to providing them with the City's website address that directs them to the *Storm Water and Urban Runoff Pollution Control* ordinance.

CONCLUSION:

Staff recommends that the City Council introduce Ordinance No. 15-0004 which will revise *Title 5 - Sanitation and Health, Chapter 5.84 - Storm Water and Urban Runoff Pollution Control* of the City of Manhattan Beach Municipal Code.

Attachment:

1. Ordinance No. 15-0004
2. Red Lined Ordinance No. 15-0004

Chapter 5.84 – Storm Water and Urban Runoff Pollution Control

Sections:

[5.84.010 - Purpose and intent.](#)

[5.84.020 - Definitions.](#)

[5.84.030 - Construction and application.](#)

[5.84.040 - Prohibited activities.](#)

[5.84.050 - Exempted discharges or conditionally exempted discharges.](#)

[5.84.060 - Good housekeeping provisions.](#)

[5.84.070 - Requirements for industrial/commercial and construction activities.](#)

[5.84.080 - Inspection authority.](#)

[5.84.090 - Enforcement.](#)

[5.84.100 - Planning and Land Development Program requirements for New Development and Redevelopment projects.](#)

5.84.010 - Purpose and intent.

- A. The purpose of this Chapter is to comply with the Federal Clean Water Act, the California Porter-Cologne Water Quality Control Act, and the Municipal National Pollutant Discharge Elimination System (NPDES) Permit by:
1. Reducing pollutants in storm water discharges to the maximum extent practicable;
 2. Regulating illicit connections and illicit discharges, thereby reducing the level of contamination of storm water and urban runoff into the Municipal Separate Storm Sewer System (MS4) of the City of Manhattan Beach (City) and
 3. Regulating non-storm water discharges to the MS4.
- B. The intent of this Chapter is to ensure the future health, safety and general welfare of the citizens of the City and of the receiving waters of the County of Los Angeles and surrounding coastal areas to provide the City with the legal authority necessary to implement and enforce the requirements contained in 40 CFR § 122.26(d)(2)(i)(A-F) and in the Municipal NPDES Permit to the extent that they are applicable in the City, to control discharges to and from those portions of the municipal storm water system (MS4) over which the City has jurisdiction as required by the Municipal NPDES Permit, and to hold dischargers to the MS4 accountable for their contributions of pollutants and flows.
- C. This Chapter authorizes the Authorized Enforcement Officer to define and adopt applicable Best Management Practices (BMPs) and other storm water pollution control measures, to cite infractions, to impose fines pursuant to this Chapter, and to grant emergency self-waivers from Municipal NPDES Permit requirements in order to conduct repairs of essential public service systems and infrastructure in emergency situations.

Except as otherwise provided herein, the Authorized Enforcement Officer shall administer, implement, and enforce the provisions of this Chapter.

- D. This Chapter authorizes the Authorized Enforcement Officer to carry out inspections, surveillance, and monitoring procedures necessary to determine compliance and noncompliance with the provisions of this Chapter and the Municipal NPDES Permit, including the prohibition of non-storm water discharges into the MS4. This includes the authority to enter, monitor, inspect, take measurements, review and copy records, and require regular reports from entities discharging into the City's MS4.

5.84.020 - Definitions.

Except as specifically provided herein, any term used in this Chapter shall have the same meaning as that term is defined in the Municipal NPDES Permit; or, if it is not specifically defined in the Municipal NPDES Permit, then as such term is defined in the Federal Clean Water Act, as amended, and/or the regulations promulgated thereunder. The following words and phrases shall have the following meanings when used in this Chapter:

"Area susceptible to runoff" means any surface directly exposed to precipitation or in the path of runoff caused by precipitation.

"Authorized Enforcement Officer" means the City Manager or his or her designee and any City official authorized to issue citations under the municipal Code.

"Best Management Practices (BMPs)" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

"City" means the City of Manhattan Beach.

"Construction" means any construction or demolition activity, clearing, grading, grubbing, excavation, or any other activities that result in soil disturbance. Construction includes structure teardown and demolition. It does not include routine maintenance activities required to maintain the integrity of structures by performing minor repair and restoration work, original line and grade, hydraulic capacity, or original purpose of facility; emergency construction activities required to immediately protect public health and safety; interior remodeling with no outside exposure of construction material or construction waste to storm water; mechanical permit work; or sign permit work. See "Routine Maintenance" definition below.

"Construction General Permit" means the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ (NPDES No. CAS000002), adopted September 2, 2009, and any successor permit to that permit.

"Development" means any construction, rehabilitation, redevelopment, or reconstruction of any public or private residential project (whether single-family, multi-unit or planned unit development); industrial, commercial, retail and other non-residential projects, including public agency projects; or mass grading for future construction. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.

"Directly Adjacent" means situated within two hundred feet of the contiguous zone required for the continued maintenance, function, and structural stability of the environmentally sensitive area.

"Discharging directly" means outflow from a drainage conveyance system that is composed entirely or predominantly of flows from the subject, property, development, subdivision, or industrial facility, and not commingled with the flows from adjacent lands.

"Disturbed Area" means an area that is altered as a result of clearing, grading, and/or excavation.

"Environmentally Sensitive Area ("ESA") means an area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which would be easily disturbed or degraded by human activities and developments (California Public Resources Code § 30107.5). Areas subject to storm water mitigation requirements are areas designated as Significant Ecological Areas by the County of Los Angeles (Los Angeles County Significant Areas Study, Los Angeles County Department of Regional Planning (1976) and amendments); an area designated as a Significant Natural Area by the California Department of Fish and Game's Significant Natural Areas Program, provided that area has been field verified by the Department of Fish and Game; an area listed in the Basin Plan as supporting the Rare, Threatened, or Endangered Species (RARE) beneficial use; and an area identified by the City as environmentally sensitive.

"Good housekeeping practices" means common practices related to the storage, use, or cleanup of pollutionable materials, performed in a manner that minimizes the discharge of pollutants. Examples include, but are not limited to, use of alternative and less environmentally harmful products, spill prevention, promptly cleaning up spills and leaks, and storing pollutionable materials in a manner that will contain any leaks or spills.

"Hillside" means property located in an area with known erosive soil conditions, where the development contemplates grading on any natural slope that is twenty-five percent or greater and where grading contemplates cut or fill slopes.

"Illicit connection" means any human-made conveyance that is connected to the storm drain system without a permit, excluding roof-drains and other similar type connections. Examples include channels, pipelines, conduits, inlets, or outlets that are connected directly to the storm drain system.

"Illicit discharge" means any discharge to the storm drain system that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations. This includes all non-storm water discharges except discharges pursuant to a separate NPDES permit; discharges that are exempted or conditionally exempted in accordance with the Municipal NPDES Permit; and non-storm water discharges resulting from natural flows specifically identified in the Municipal NPDES Permit.

"Infiltration" means the downward entry of water into the surface of the soil.

"Inspection" means the entry and conduct of an on-site review of structures and devices on a property, at reasonable times, to determine compliance with specific municipal or other legal requirements. The steps involved in performing an inspection, include, but are not limited to:

1. Pre-inspection documentation research;
2. Request for entry;
3. Interview of property owner, resident and/or occupant(s);
4. Property walk-through;
5. Visual observation of the condition of property;
6. Examination and copying of records as required;
7. Sample collection (if necessary or required);
8. Exit discussion (to discuss preliminary evaluation) as appropriate; and
9. Report preparation, and if appropriate, recommendations for coming into compliance.

"Low Impact Development (LID)" means building or landscape features designed to retain or filter storm water runoff.

"Municipal NPDES Permit" means the "Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, Except Those Discharges Originating from the City of Long Beach MS4" (Order No. R4-2012-0175), NPDES Permit No. CAS004001, effective December 28, 2012,

issued by the California Regional Water Quality Control Board—Los Angeles Region, and any successor permit to that permit.

"Municipal separate storm sewer system (MS4))" means a conveyance or system of conveyances (consisting of roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

1. Owned or operated by a state, city, town borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States;
2. Designed or used for collecting or conveying storm water;
3. Which is not a combined sewer; and
4. Which not part of a Publicly Owned Treatment Works (POTW) is as defined in 40 CFR 122.2.

"New development" means land disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision.

"Non-storm water discharge" means any discharge to an MS4 that is not composed entirely of storm water.

"NPDES" means National Pollutant Discharge Elimination System.

"NPDES permit" means an authorization, license, or equivalent control document issued by U.S. Environmental Protection Agency (USEPA) or the State Water Resources Control Board or Regional Board to implement the requirements of Parts 122, 123 and 124 of the Code of Federal Regulations pursuant to sections 318, 402, and 405 of the Clean Water Act, and includes any NPDES general permit. "Permit" does not include any permit which has not yet been the subject of final agency action, such as a "draft permit" or a "proposed permit".

"Pollutant" means those pollutants defined in Section 502(6) of the Federal Clean Water Act (33 U.S.C. Section 1362(6)), or incorporated into California Water Code Section 13373. Examples of pollutants include but are not limited to the following:

1. Commercial and industrial waste (such as fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, pesticides, slag, ash, and sludge);

2. Metals such as cadmium, lead, zinc, copper, silver, nickel, chromium; and non-metals such as phosphorus and arsenic;
3. Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease);
4. Excessive eroded soils, sediment and particulate materials in amounts which may adversely affect the beneficial use of the receiving waters, flora or fauna of the State;
5. Animal wastes (such as discharge from confinement facilities, kennels, pens, recreational facilities, stables, and show facilities);
6. Substances having characteristics such as pH less than six (6) or greater than nine (9), or unusual coloration or turbidity, or excessive levels of fecal coliform, or fecal streptococcus, or enterococcus.

"Redevelopment" means land-disturbing activity those results in the creation, addition, or replacement of 5,000 square feet or more of impervious surface area on an already developed site for all project categories except single family projects. For existing single family dwelling and accessory structures, redevelopment is the creation, addition, or replacement of 10,000 square feet or more of impervious surface. Redevelopment includes, but is not limited to: the expansion of a building footprint; addition or replacement of a structure; replacement of impervious surface area that is not part of a routine maintenance activity; and land disturbing activities related to structural or impervious surfaces. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.

"Regional Board" means the California Regional Water Quality Control Board - Los Angeles Region.

"Routine Maintenance" includes, but is not limited to, projects conducted to:

1. Maintain the original line and grade, hydraulic capacity, or original purpose of the facility;
2. Perform as needed restoration work to preserve the original design grade, integrity, and hydraulic capacity of flood control facilities;
3. Carry out road shoulder work, regrading dirt or gravel roadways and shoulders, and performing ditch cleanouts;
4. Update existing lines and facilities, including the replacement of existing lines with new materials or pipes, to comply with applicable codes, standards, and regulations regardless if such projects result in increased capacity;
5. Repair leaks; and
6. Conduct landscaping activities without changing existing or natural grades.

Routine maintenance does not include construction of new lines or facilities resulting from compliance with applicable codes, standards, and regulations. New lines are those that are not associated with existing facilities and are not part of a project to update or replace existing lines.

“Significant Ecological Area” (“SEA”) means an area that is determined to possess an example of biotic resources that cumulatively represent biological diversity, for the purposes of protecting biotic diversity, as part of the Los Angeles County General Plan. Areas are designated as SEAs, if they possess one or more of the following criteria:

1. The habitat of rare, endangered, and threatened plant and animal species;
2. Biotic communities, vegetative associations, and habitat of plant and animal species that are either one of a kind, or are restricted in distribution on a regional basis;
3. Biotic communities, vegetative associations, and habitat of plant and animal species that are either one of a kind or are restricted in distribution in Los Angeles County;
4. Habitat that at some point in the life cycle of a species or group of species, serves as a concentrated breeding, feeding, resting, migrating grounds and is limited in availability either regionally or within Los Angeles County;
5. Biotic resources that are of scientific interest because they are either an extreme in physical/ geographical limitations, or represent an unusual variation in a population or community;
6. Areas important as game species habitat or as fisheries;
7. Areas that would provide for the preservation of relatively undisturbed examples of natural biotic communities in Los Angeles County; and
8. Special areas.

“Simple LID BMP” means a BMP constructed above ground on a single-family residential home that can be readily inspected by a homeowner or inspector. Simple LID BMPs do not require an operation and maintenance plan per the Municipal NPDES Permit. Examples of such BMPs include, but are not limited to, vegetated swales, rain barrels and above ground cisterns, rain gardens, and pervious pavement.

"Site" means the land or water area where any "structure or activity" is physically located or conducted, including adjacent land used in connection with the structure or activity.

"Storm water runoff" means that part of precipitation (rainfall or snowmelt) which travels via flow across a surface to the MS4 or receiving waters from impervious, semi-

pervious, or pervious surfaces. When all other factors are equal, runoff increases as the perviousness of a surface decreases.

"Structural BMP" means any structural facility designed and constructed to mitigate the adverse impacts of storm water and dry weather runoff pollution (e.g. canopy, structural enclosure). Structural BMPs may include both treatment control BMPs and source control BMPs.

"Treatment" means the application of engineered systems that use physical, chemical, or biological processes to remove pollutants. Such processes include, but are not limited to, filtration, gravity settling, media adsorption, biodegradation, biological uptake, chemical oxidation, and UV radiation.

"Treatment control BMP" means any engineered system designed to remove pollutants by simple gravity settling of particulate pollutants, filtration, biological uptake, media adsorption, or any other physical, biological, or chemical process.

5.84.030 - Construction and application.

This Chapter shall be construed to assure consistency with the requirements of the Federal Clean Water Act and acts amendatory thereof or supplementary thereto; applicable implementing regulations; and the Municipal NPDES Permit and any amendment, revision, or reissuance thereof.

5.84.040 - Prohibited activities.

- A. **Illicit Discharges and Connections.** It is a violation of this Chapter to commence, establish, use, maintain, or continue any illicit connections to the MS4 or any illicit discharges to the MS4. This prohibition against illicit connections applies to the use, maintenance, or continuation of any illicit connection, whether that connection was established prior to or after the effective date of this Chapter.
- B. **Littering.** No person shall throw, deposit, place, leave, maintain, keep, or permit to be thrown, deposited, placed, left, maintained, or kept, any refuse, rubbish, garbage, or any other discarded or abandoned objects, articles, or accumulations, in or upon any street, alley, sidewalk, storm drain, inlet, catch basin conduit or drainage structure, business place, or upon any public or private plot of land in the City, so that the same might be or become a pollutant. No person shall throw or deposit litter in any fountain, pond, lake, stream, or other body of water within the City. This subsection shall not apply to refuse, rubbish, or garbage deposited in containers, bags, or other appropriate receptacles that are placed in designated locations for regular solid waste pick up and disposal.
- C. **Disposal of Landscape Debris.** No person shall intentionally dispose of leaves, dirt, or other landscape debris into the MS4.

D. **Non-Storm Water Discharges.** All non-storm water discharges into the MS4 are prohibited unless those flows are: in compliance with a separate NPDES Permit; pursuant to a discharge exemption by the Regional Board, the Regional Board's executive officer, or the State Water Resources Control Board; associated with emergency firefighting activities (i.e., flows necessary for the protection of life or property); natural flows as defined in the Municipal NPDES Permit; conditionally exempt non-storm water discharges as defined in accordance with the Municipal NPDES Permit; or authorized as a temporary non-storm water discharge by the USEPA pursuant to sections 104(a) or 104(b) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Prohibited discharges include but are not limited to, but are not limited to:

1. The discharge of wash waters to the MS4 from commercial auto washing or when gas stations, auto repair garages, or other type of automotive service facilities are cleaned;
2. The discharge of wastewater to the MS4 from mobile auto washing, steam cleaning, mobile carpet cleaning, and other such mobile commercial and industrial operations;
3. Discharges to the MS4 from areas where repair of machinery and equipment, including motor vehicles, which are visibly leaking oil, fluid, or antifreeze, is undertaken;
4. Discharges of runoff to the MS4 from storage areas of materials containing grease, oil, or other hazardous substances, and uncovered receptacles containing hazardous materials;
5. Discharges of commercial/residential swimming pool filter backwash to the MS4;
6. Discharges of runoff from the washing of toxic materials from paved or unpaved areas to the MS4;
7. Discharges to the MS4 from washing impervious surfaces in industrial/commercial areas, unless specifically required by the State's, or the City's, or Los Angeles County's health and safety codes, or permitted under a separate NPDES permit;
8. Discharges to the MS4 from the washing out of concrete or cement laden wash water from concrete trucks, pumps, tools, and equipment;
9. Discharges to the MS4 of any pesticide, fungicide, or herbicide banned by the USEPA or the California Department of Pesticide Regulation or a product registered under the Federal Insecticide, Fungicide and Rodenticide Act to any waste stream that may ultimately be released to waters of the United States unless specifically authorized under an NPDES permit. This requirement is not applicable to products used for lawn and agricultural purposes;

10. The disposal of hazardous wastes into trash containers used for municipal trash disposal where such disposal causes or threatens to cause a direct or indirect discharge to the MS4.

E. **Discharges in Violation of the Municipal NPDES Permit.** Any discharge that would cause or contribute to a violation of the Municipal NPDES Permit, either separately or in combination with other discharges, is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, and such person(s) shall defend, indemnify, and hold harmless the City from all losses, liabilities, claims, or causes of actions in any administrative or judicial action relating to such discharge.

5.84.050 - Exempted discharges or conditionally exempted discharges.

Discharges from those activities specifically identified in or pursuant to the Municipal NPDES Permit as being exempted discharges, or conditionally exempted shall not be considered a violation of this Chapter, provided that all required conditions, including applicable BMPs pursuant to the Municipal NPDES Permit, are implemented prior to discharge to minimize any adverse impacts from such identified sources and that any required municipal permits are obtained prior to discharge.

5.84.060 - Good housekeeping provisions.

Owners and occupants of property within the City shall comply with the following requirements:

- A. **Septic Waste.** No person shall leave, deposit, discharge, dump, or otherwise expose any chemical or septic waste to precipitation.
- B. **Use of Water.** Runoff of water used for irrigation purposes shall be minimized in accordance with the City's Water Conservation Ordinance as codified in Chapter 7.44 of the City's Municipal Code. Runoff of water from the conditionally exempt washing down of paved areas shall be minimized to the maximum extent practicable. Conditionally exempt non-storm water discharges of roadway/driveway wash water only include those discharges resulting from use of high pressure, low volume spray washing using only potable water with no cleaning agents. Sweeping and collection of debris for trash disposal instead of or prior to use of water should be utilized whenever possible.
- C. **Storage of Materials, Machinery, and Equipment.** Machinery or equipment that is to be repaired or maintained in areas susceptible to or exposed to storm water, shall be placed in a manner so that leaks, spills, and other maintenance-related pollutants are not discharged to the MS4.

- D. **Storage of Oil or Oily Material, Chemicals, Refuse, or Other Pollutionable Materials.** Oil or oily material, chemicals, refuse, or other pollutionable materials shall not be stored or deposited by any person in areas where they may be picked up by rainfall and carried off of the property and/or discharged to the MS4. Any such spill of such materials shall be contained and removed immediately.
- E. **Removal and Disposal of Debris from Industrial/Commercial Motor Vehicle Parking Lots.** Industrial or commercial motor vehicle parking lots with more than twenty-five (25) parking spaces that are located in areas potentially exposed to storm water shall be swept regularly or other equally effective measures shall be utilized to remove oil, chemicals, debris, or other pollutionable materials from such parking lots, so as to prevent or minimize pollutants or debris from running off the parking lot into the MS4.
- F. **Food Wastes.** Food wastes generated by non-residential food service and food distribution sources shall be properly disposed of and in a manner so such wastes are not discharged to the MS4. For example: restaurant kitchen mats may not be washed or rinsed into the street or alley.
- G. **Best Management Practices.** BMPs shall be used in areas exposed to storm water for the removal and lawful disposal of all fuels, chemicals, fuel and chemical wastes, animal wastes, garbage, batteries, or other materials which have potential adverse impacts on water quality.

5.84.070 - Requirements for industrial/commercial and construction activities.

- A. Each industrial discharger, discharger associated with construction activity, or other discharger described in any general storm water permit addressing such discharges, as may be issued by the USEPA, the State Water Resources Control Board, or the Regional Board, shall comply with all requirements of such permit. Each discharger identified in an individual NPDES permit shall comply with and undertake all activities required by such permit. Proof of compliance with any such permit may be required in a form acceptable to the Authorized Enforcement Officer prior to the issuance of any grading, building, or occupancy permits, or any other type of permit or license issued by the City.
- B. Non-storm water discharges to the MS4 from industrial, commercial, or construction activities are prohibited.
- C. Industrial and commercial dischargers and dischargers associated with construction activities must implement effective BMPs, including source control BMPs, in accordance with the Municipal NPDES Permit to reduce pollutants in storm water from such sites to the maximum extent practicable.

5.84.080 - Inspection authority.

- A. **Authority to Inspect.** The Authorized Enforcement Officer, City's Director of Public Works, building officials, community services officers, and any other representatives thereof, are authorized and directed to enforce all provisions of this Chapter.

- B. **Right of Entry.** Whenever necessary to make an inspection to enforce any of the provisions of this Chapter, or whenever an Authorized Enforcement Officer has reasonable cause to believe that there exists in any building or upon any premises any condition which constitutes a violation of the provisions of this Chapter, the officer may enter such building or premises at all reasonable times to inspect the same or perform any duty imposed upon the officer by this Chapter; provided, that: (i) if such building or premises be occupied, he or she shall first present proper credentials and request entry; and (ii) if such building or premises be unoccupied, he or she shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. Any such request for entry shall state that the property owner or occupant has the right to refuse entry and that in the event such entry is refused, inspection may be made only upon issuance of an inspection warrant. In the event the owner and/or occupant refuses entry after such request has been made, the officer is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

- C. **Authority to Conduct Samplings and Establishing Sampling Devices.** With the consent of the owner or occupant or pursuant to an inspection warrant, any Authorized Enforcement Officer may establish on any property such devices as necessary to conduct sampling and monitoring activities necessary to determine the concentrations of pollutants in storm water and/or non-storm water runoff. During the inspections as provided herein, the Authorized Enforcement Officer may take any samples deemed necessary.

- D. **Requirement of Sample or Monitor.** Any Authorized Enforcement Officer may order that any person engaged in any activity and/or owning or operating any facility which may cause or contribute to storm water pollution or contamination, illicit discharges, and/or discharge of non-storm water to the storm water system, undertake such monitoring activities and/or analyses and furnish such reports as the officer may specify. All costs incurred for such activity shall be borne by the party ordered to do the sampling. In the event the owner or operator of a facility subject to a monitoring and/or analyses order fails to conduct required monitoring and/or analyses and furnish the required reports in the form required, the Authorized Enforcement Officer may cause such monitoring and/or analyses to be conducted and the cost, therefore, including the reasonable additional administrative costs incurred by the City, shall be borne by the owner of the property and the cost thereof shall be, after notice and an opportunity for

hearing, invoiced to the owner of the property. If the invoice is not paid within sixty (60) days of the issuance thereof, the costs shall be a lien upon and against the property and continue in existence until the same shall be paid. If the lien is not satisfied by the owner of the property within three (3) months after the completion by an Authorized Enforcement Officer of the required monitoring and/or analyses and reports, the property may be sold in satisfaction thereof in a like manner as other real property is sold under execution.

- E. **Industrial and Commercial Inspections.** The Public Works Director, Authorized Enforcement Officer, or authorized staff or contractor, shall conduct industrial and commercial facility compliance inspections to confirm that storm water and non-storm water BMPs are effectively implemented in compliance with this Chapter and the Municipal NPDES Permit. These inspections shall be at a frequency sufficient to be in compliance with the Municipal NPDES Permit. Inspections shall be conducted no less than twice during the term of the Municipal NPDES Permit and as often as the Director of Public Works deems appropriate to verify compliance with this Chapter.

5.84.090 - Enforcement.

A. **Enforcement Procedure.**

1. For the first failure to comply with any provision contained in this Chapter, the Director of Public Works or any Authorized Enforcement Officer shall issue to the violator a written notice which includes the following information: (i) a description of the violation being committed; (ii) a specified time within which the violation must be corrected or within which the violator may file a written response to the Director disputing the existence of a violation; and (iii) a description of the penalties which may be imposed for continued noncompliance.
2. If the violator demonstrates that the violation does not exist, or has been corrected, no further action need be taken. If, however, the violation exists and is not corrected within the prescribed time, the Director of Public Works may thereafter pursue any of the enforcement remedies described below in this section.

- B. **Violation a Misdemeanor.** Violation of this Chapter or the Municipal NPDES Permit shall be punishable as a misdemeanor, punishable as set forth in Section 1.04.010(A) of this Code. Provided, however, that any or all of the first three violations of this Chapter or the Municipal NPDES Permit committed within any consecutive twelve (12) month period may be charged as an infraction at the discretion of the City Prosecutor. Each day that a violation continues shall constitute a separate offense.

C. **Violations Deemed a Public Nuisance.**

1. Any condition caused or permitted to exist in violation of any of the provisions of this Chapter or the Municipal NPDES Permit is hereby determined to be a threat to the public health, safety, and welfare; is declared and deemed a public nuisance and may be abated or restored by any Authorized Enforcement Officer; and a civil or criminal action to abate, enjoin, or otherwise compel the cessation of such nuisance may be brought by the City Attorney.
 2. The cost of such abatement and restoration shall be borne by the owner of the property and the cost thereof shall be invoiced to the owner of the property, as provided by law or ordinance for the recovery of nuisance abatement costs.
 3. If any violation of this Chapter constitutes a seasonal and recurrent nuisance, the City Manager shall so declare. The failure of any person to take appropriate annual precautions to prevent storm water pollution after written notice of a determination under this paragraph shall constitute a public nuisance and a violation of this Chapter.
- D. **Concealment.** Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall constitute a separate violation of such provision.
- E. **Civil Actions.** In addition to any other remedies provided in this Section, any violation of this Chapter may be enforced by civil action brought by the City. In any such action, the City may seek, as appropriate, any or all of the following remedies:
1. A temporary and/or permanent injunction;
 2. Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;
 3. Costs incurred in removing, correcting, or terminating the adverse effects resulting from violation;
 4. Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life; and Attorney fees.
- F. **Administrative Enforcement Powers.** In addition to the other enforcement powers and remedies established by this Chapter, the Authorized Enforcement Officer has the authority to utilize the following administrative remedies:
1. **Cease and Desist Orders.** When an Authorized Enforcement Officer finds that a discharge has taken place or is likely to take place in violation of this Chapter, the officer may issue an order to cease and desist such discharge, or practice, or operation likely to cause such discharge and direct that those persons not complying shall: (i) comply with the requirement, (ii) comply with a time schedule for compliance, and (iii) take appropriate remedial or preventive action to prevent

the violation from recurring. Failure to comply with such an order shall constitute a separate violation of this Chapter.

2. **Notice to Clean.** Whenever an Authorized Enforcement Officer finds any oil, earth, debris, grass, weeds, dead trees, tin cans, rubbish, refuse, waste, or any other pollutionable material of any kind, in or upon the sidewalk abutting or adjoining any parcel of land, or upon any parcel of land or grounds, which may result in pollutants entering the MS4 or a non-storm water discharge to the MS4, he or she may give notice to the owner or occupant of the adjacent property to remove such oil, earth, debris, grass, weeds, dead trees, tin cans, rubbish, refuse, waste, or other pollutionable material, in any manner that he or she may reasonably provide. The recipient of such notice shall undertake the activities as described in the notice. Failure to comply with such a notice shall constitute a separate violation of this Chapter.
- G. **Permit Revocation.** To the extent the City makes a provision of this Chapter or any identified BMP a condition of approval to the issuance of a permit or license, any person in violation of such condition is subject to the permit revocation procedures set forth in this Code.
- H. **Remedies.** Remedies specified in this Chapter are in addition to and do not supersede or limit any and all other remedies, civil or criminal, including remedies under the Federal Clean Water Act and/or Porter-Cologne Act. The remedies provided for in this Section shall be cumulative and not exclusive.
- I. **Citizen Reporting.** Members of the public are encouraged to report possible violations of this Chapter to the City's Public Works Department.

5.84.100 - Planning and Land Development Program requirements for New Development and Redevelopment projects.

- A. **Compliance with Municipal NPDES Permit.** The following New Development and Redevelopment projects are required to comply with the Municipal NPDES Permit:
 1. All development projects equal to 1 acre or greater of disturbed area and adding more than 10,000 square feet of impervious area;
 2. Industrial parks with 10,000 square feet or more of surface area;
 3. Commercial malls with 10,000 square feet or more surface area;
 4. Retail gasoline outlets with 5,000 square feet or more of surface area;
 5. Restaurants (SIC 5812) with 5,000 square feet or more of surface area;
 6. Parking lots with 5,000 square feet or more of impervious area or with twenty-five or more parking spaces;

7. Single family hillside residential developments or redevelopments;
8. Street and road construction of 10,000 square feet or more of impervious surface area shall follow USEPA guidance regarding Managing Wet Weather with Green Infrastructure: Green Streets (December 2008 EPA-833-F-08-009) to the maximum extent practicable. Street and road construction applies to standalone streets, roads, highways, and freeway projects, and also applies to streets within larger projects;
9. Automotive service facilities (SIC 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539) with 5,000 square feet or more of surface area;
10. Projects located in or directly adjacent to, or discharging directly to a Significant Ecological Area (SEA), where the development will:
 - a) Discharge storm water runoff that is likely to impact a sensitive biological species or habitat; and
 - b) Create 2,500 square feet or more of impervious surface area;
11. Projects in subject categories that meet Redevelopment thresholds (pursuant to the Municipal NPDES Permit), which include:
 - a) Land-disturbing activities which create, add, or replace 5,000 square feet or more of impervious surface area on an already developed site excluding single family dwellings and accessory structures.
 - b) Land-disturbing activities which create, add, or replace 10,000 square feet or more of impervious surface area on existing single family dwellings and accessory structures.
 - c) Where Redevelopment results in an alteration to more than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-development storm water quality control requirements, the entire Project must be mitigated.
 - d) Where Redevelopment results in an alteration to less than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-development storm water quality control requirements, only the alteration must be mitigated, and not the entire development.

EXCEPTIONS: The following do not constitute New Development or Redevelopment:

1. Routine maintenance activities conducted to maintain original line and grade, hydraulic capacity, original purpose of facility, or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity.

2. Discretionary permit projects or phased project applications which have been deemed complete by June 28, 2015 and which have not received an extension of time.
3. Discretionary permit projects with a valid vesting tentative map.

B. Incorporation of Planning and Land Development Program requirements Into Project Plans.

1. New Development and Redevelopment projects are required to control pollutants and runoff volume from the project site by minimizing the impervious surface area and controlling runoff through infiltration, bioretention, and/or rainfall harvest and use, in accordance with the standards set forth in the Municipal NPDES Permit.
2. An applicant for a New Development or a Redevelopment Project identified in this Chapter shall incorporate into the applicant's project plans a Post Construction Storm Water Mitigation Plan which includes those Best Management Practices necessary to control storm water pollution from the completed project. Structural or treatment control BMPs (including, as applicable, post-construction treatment control BMPs) set forth in project plans shall meet the design standards set forth in the Municipal NPDES Permit.
3. To the extent that the City may lawfully impose conditions, mitigation measures, or other requirements on the development or construction of a single-family home in a hillside area, a single-family hillside home Development or Redevelopment project shall implement mitigation measures to:
 - a) Conserve natural areas;
 - b) Protect slopes and channels;
 - c) Provide storm drain system stenciling and signage;
 - d) Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability; and
 - e) Direct surface flow to vegetated areas before discharge unless the diversion would result in slope instability.
4. New Development/Redevelopment Project Performance Criteria. Post-construction BMPs to mitigate storm water pollution are required for all New Development and Redevelopment projects identified in this Chapter unless alternative measures are allowed as provided in the Municipal NPDES Permit. BMPs must be implemented to retain on-site the Storm Water Quality Design Volume (SWQDv), defined as runoff from either:
 - a) The 0.75 inch, 24-hour rain event; or
 - b) The 85th percentile, 24-hour event, as determined from the Los Angeles County 85th percentile precipitation isohyetal map, whichever is greater.

BMPs shall meet the design specifications and on-site retention potential outlined in the Municipal NPDES Permit. Projects unable to retain 100% of the SWQDv on-site due to technical infeasibility as defined in the Municipal NPDES Permit must implement alternative compliance measures in accordance with the Municipal NPDES Permit.

Single family hillside home development projects are exempt from the New Development/Redevelopment Project Performance Criteria of the Municipal NPDES Permit unless they create, add, or replace 10,000 square feet or more of impervious surface area.

Street and road construction projects of 10,000 square feet or more of impervious surface area are exempt from the New Development/Redevelopment Project Performance Criteria of the Municipal NPDES Permit but shall adhere to the City's Green Streets Policy and be consistent with USEPA guidance regarding Managing Wet Weather with Green Infrastructure: Green Streets (December 2008 EPA-833-F-08-009) to the maximum extent practicable.

- C. **Issuance of Final Approval.** As a condition for issuing final approval for New Development or Redevelopment projects identified in this Chapter, the Authorized Enforcement Officer shall require property owners or their representative(s) to build all the storm water pollution control Best Management Practices and structural or treatment control BMPs that are shown on the approved project plans and to submit a signed certification statement stating that the site and all structural or treatment control BMPs will be maintained in compliance with the Municipal NPDES Permit and other applicable regulatory requirements.

With the exception of Simple LID BMPs (as defined in this Chapter) implemented on single family residences, project owners shall provide an operation and maintenance plan, monitoring plan where required, and verification of ongoing maintenance provisions for LID practices and treatment control BMPs including, but not limited to: final map conditions, legal agreements, covenants, conditions or restrictions, California Environmental Quality Act (CEQA)CEQA mitigation requirements, conditional use permits, and/or other legally binding maintenance agreements. These maintenance records must be kept on site for treatment BMPs implemented on single family residences.

- D. **Transfer of Properties Subject to Requirement for Maintenance of Structural and Treatment Control BMPs.**

1. The transfer or lease of a property subject to a requirement for maintenance of structural and treatment control BMP's shall include conditions requiring the transferee and its successors and assigns to either (a) assume responsibility for maintenance of any existing structural or treatment control

BMP, or (b) to replace an existing structural or treatment control BMP with new control measures or BMPs meeting the current standards of the City and the Municipal NPDES Permit. Such requirement shall be included in any sale or lease agreement or deed for such property. The condition of transfer shall include a provision that the successor property owner or lessee conduct maintenance inspections of all structural or treatment control BMPs at least once a year and retain proof of inspection.

2. For residential properties where the structural or treatment control BMPs are located within a common area which will be maintained by the community association, appropriate arrangements shall be made with the association regarding the responsibility for maintenance.
3. If structural or treatment control BMPs are located within an area proposed for dedication to a public agency, they will be the responsibility of the developer until the dedication is accepted.

E. **California Environmental Quality Act.** CEQA. Provisions of this section shall be complementary to, and shall not replace, any applicable requirements for storm water mitigation required under the CEQA.

Chapter 5.84 – Storm Water and Urban Runoff Pollution Control

Sections:

5.84.010 - Purpose and intent.

5.84.020 - Definitions.

5.84.030 - Construction and application.

5.84.040 - Prohibited activities.

5.84.050 - Exempted discharges, or conditionally exempted discharges, or designated discharges.

5.84.060 - Good housekeeping provisions.

5.84.070 - Requirements for industrial/commercial and construction activities.

5.84.080 - Inspection authority.

5.84.090 - Enforcement.

5.84.100 - Planning and Land Development Program requirements for New Development and Redevelopment projects. Adoption of standard urban storm water mitigation plan.

5.84.010 - Purpose and intent.

A. The purpose of this ~~Chapter~~chapter is to comply with the Federal Clean Water Act, the California Porter-Cologne Water Quality Control Act, and the Municipal National Pollutant Discharge Elimination System (NPDES) Permit~~Permit~~NPDES Permit ensure the future health, safety and general welfare of the citizens of the City and the water quality of the receiving waters of the County of Los Angeles and surrounding coastal areas by:

1. Reducing pollutants in storm water discharges to the maximum extent practicable;
2. Regulating illicit connections and illicit discharges, thereby reducing the level of contamination of storm water and urban runoff into the Municipal Separate Storm Sewer System (MS4) of the City of Manhattan Beach (City) and
3. Regulating non-storm water discharges to the MS4.

~~B. The intent of this Chapter is~~The intent of this Chapter is to ensure the future health, safety and general welfare of the citizens of the City and of the receiving waters of the County of Los Angeles and surrounding coastal areas within the City in a manner consistent with the Federal Clean Water Act, the California Porter-Cologne Water Quality Control Act, and the Municipal NPDES Permit.

~~C. B. This Chapter is also intended~~ to provide the City with the legal authority necessary to implement and enforce the requirements contained in 40 CFR § 122.26(d)(2)(i)(A-F) and in the Municipal NPDES Permit to the extent that they are applicable in the City, to control discharges to and from those portions of the municipal storm water system (MS4)

~~over which the City has jurisdiction as required by the Municipal NPDES Permit, and to hold dischargers to the MS4 accountable for their contributions of pollutants and flows, control discharges to and from those portions of the MS4 over which it has jurisdiction as required by the municipal NPDES permit, and thereby fully and timely comply with the terms of the municipal NPDES permit while the CSWMP and the WMAP are being developed by the permittees under the municipal NPDES permit, and in contemplation of the subsequent amendment of this chapter or adoption by the City of additional provisions of this chapter to implement the subsequently adopted CSWMP and WMAP, or other programs developed under the municipal NPDES permit.~~

- C. This Chapter authorizes the Authorized Enforcement Officer to define and adopt applicable Best Management Practices (BMPs) and other storm water pollution control measures, to cite infractions, to impose fines pursuant to this Chapter, and to grant emergency self-waivers from Municipal NPDES Permit requirements in order to conduct repairs of essential public service systems and infrastructure in emergency situations. Except as otherwise provided herein, the Authorized Enforcement Officer shall administer, implement, and enforce the provisions of this Chapter.
- D. This Chapter authorizes the Authorized Enforcement Officer to carry out inspections, surveillance, and monitoring procedures necessary to determine compliance and noncompliance with the provisions of this Chapter and the Municipal NPDES Permit, including the prohibition of non-storm water discharges into the MS4. This includes the authority to enter, monitor, inspect, take measurements, review and copy records, and require regular reports from entities discharging into the City's MS4.

~~(§ 2, Ord. 1962, eff. May 1, 1997)~~

5.84.020 - Definitions.

Except as specifically provided herein, any term used in this Chapter shall have the same meaning as that term is defined in the Municipal NPDES Permit; ~~or~~ ^{or} if it is not specifically defined in the Municipal NPDES Permit, then as such term is defined in the Federal Clean Water Act, as amended, and/or the regulations promulgated thereunder. The following words and phrases shall have the following meanings when used in this Chapter:

"Area susceptible to runoff" means any surface directly exposed to precipitation or in the path of runoff caused by precipitation ~~which path leads off the parcel on which the surface is located.~~

"Authorized Enforcement Officer ~~enforcement officer~~" means the City Manager or his or her designee and any City official authorized to issue citations under the municipal Code.

"Best Management Practices (BMPs)" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage."Best management practices (BMPs)" means activities, practices, facilities, and/or procedures that when implemented to their maximum efficiency will prevent or reduce pollutants in discharges. Examples of BMPs may include public education and outreach, proper planning of development projects, proper clean out of catch basin inlets, and proper sludge or waste handling and disposal, among others.

"City" means the City of Manhattan Beach.

"Construction" means any construction or demolition activity, clearing, grading, grubbing, excavation, or any other activities that result in soil disturbance. Construction includes structure teardown and demolition. It does not include routine maintenance activities required to maintain the integrity of structures by performing minor repair and restoration work, original line and grade, hydraulic capacity, or original purpose of facility; emergency construction activities required to immediately protect public health and safety; interior remodeling with no outside exposure of construction material or construction waste to storm water; mechanical permit work; or sign permit work. See "Routine Maintenance" definition below.

"Construction General Permit" means the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ (NPDES No. CAS000002), adopted September 2, 2009, and any successor permit to that permit.

"Development" means any construction, rehabilitation, redevelopment, or reconstruction of any public or private residential project (whether single-family, multi-unit or planned unit development); industrial, commercial, retail and other non-residential projects, including public agency projects; or mass grading for future construction. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.

"Directly Adjacent" means situated within two hundred feet of the contiguous zone required for the continued maintenance, function, and structural stability of the environmentally sensitive area.

"Discharging directly" means outflow from a drainage conveyance system that is composed entirely or predominantly of flows from the subject, property, development, subdivision, or industrial facility, and not commingled with the flows from adjacent lands.

"Disturbed Area" means an area that is altered as a result of clearing, grading, and/or excavation.

"Environmentally Sensitive Area ("ESA") means an area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which would be easily disturbed or degraded by human activities and developments (California Public Resources Code § 30107.5). Areas subject to storm water mitigation requirements are areas designated as Significant Ecological Areas by the County of Los Angeles (Los Angeles County Significant Areas Study, Los Angeles County Department of Regional Planning (1976) and amendments); an area designated as a Significant Natural Area by the California Department of Fish and Game's Significant Natural Areas Program, provided that area has been field verified by the Department of Fish and Game; an area listed in the Basin Plan as supporting the Rare, Threatened, or Endangered Species (RARE) beneficial use; and an area identified by the City as environmentally sensitive.

"Good housekeeping practices" means common practices related to the storage, use, or cleanup of pollutionable materials, performed in a manner that minimizes the discharge of pollutants. Examples include, but are not limited to, use of alternative and less environmentally harmful products, spill prevention, promptly cleaning up spills and leaks, and storing pollutionable materials in a manner that will contain any leaks or spills.

"Hillside" means property located in an area with known erosive soil conditions, where the development contemplates grading on any natural slope that is twenty-five percent or greater and where grading contemplates cut or fill slopes.

"Illicit connection" means any human-made conveyance that is connected to the storm drain system without a permit, excluding roof-drains and other similar type connections. Examples include channels, pipelines, conduits, inlets, or outlets that are connected directly to the storm drain system.

"Illicit discharge" means any discharge to the storm drain system that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations. This includes all non-storm water discharges except discharges pursuant to a separate NPDES permit; and discharges that are exempted or conditionally exempted in accordance with ~~Section II~~ of the Municipal NPDES Permit; and non-storm water discharges resulting from natural flows specifically identified in the Municipal NPDES Permit.

"Infiltration" means the downward entry of water into the surface of the soil.

"Inspection" means the entry and ~~conducting~~conductingthe conduct of an on-site review of structures and devices on a property, at reasonable times, to determine compliance with specific municipal or other legal requirements. The steps involved in performing an inspection, include, but are not limited to:

1. Pre-inspection documentation research;
2. Request for entry;
3. Interview of property owner, resident and/or occupant(s);
4. Property walk-through;
5. Visual observation of the condition of property;
6. Examination and copying of records as required;
7. Sample collection (if necessary or required);
8. Exit discussion (to discuss preliminary evaluation) as appropriate; and
9. Report preparation, and if appropriate, recommendations for coming into compliance.

"Low Impact Development (LID)" means building or landscape features designed to retain or filter storm water runoff.

~~Material" means any substance including, but not limited to: garbage and debris; lawn clippings, leaves, and other vegetation; biological and fecal waste; sediment and sludge; oil and grease; gasoline; paints, solvents, cleaners, and any fluid or solid containing chemicals.~~

"Municipal NPDES Permit" means the ~~"Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, Except Those Discharges Originating from the City of Long Beach MS4" (Order No. R4-2012-0175), NPDES Permit No. CAS004001, effective December 28, 2012, issued by the California Regional Water Quality Control Board—Los Angeles Region, and any successor permit to that permit.~~Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges Within the County of Los Angeles" (Order No. 96-054), dated July 15, 1996, issued by the California Regional Water Quality Control Board—Los Angeles Region, and any successor permit to that permit.

"Municipal separate storm sewer system (~~"or"MS4~~)" means a conveyance or system of conveyances (consisting of roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

1. Owned or operated by a state, city, town borough, county, parish, district, association, or other public body (created by or pursuant to State law) having

jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States;

2. Designed or used for collecting or conveying storm water;
3. Which is not a combined sewer; and
4. Which not part of a Publicly Owned Treatment Works (POTW) is as defined in 40 CFR 122.2 streets, gutters, conduits, natural or artificial drains, channels and watercourses, or other facilities that are owned, operated, maintained or controlled by the City and used for the purpose of collecting, storing, transporting, or disposing of storm water.

"New development" means land disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision.

"Non-storm water discharge" means any discharge to an MS4 that is not composed entirely of storm water.

"NPDES" means National Pollutant Discharge Elimination System.

"NPDES permit" means

"NPDES permit" means any waste discharge requirements issued by the Regional Board or the State Water Resources Control Board as an NPDES permit pursuant to California Water Code Sections 13370 et seq. (other than the Municipal NPDES Permit) an authorization, license, or equivalent control document issued by U.S. Environmental Protection Agency (USEPA) or the State Water Resources Control Board or Regional Board to implement the requirements of Parts 122, 123 and 124 of the Code of Federal Regulations pursuant to sections 318, 402, and 405 of the Clean Water Act, and includes any NPDES general permit. "Permit" does not include any permit which has not yet been the subject of final agency action, such as a "draft permit" or a "proposed permit".

"Pollutant" means those pollutants defined in Section 502(6) of the Federal Clean Water Act (33 U.S.C. Section 1362(6)), or incorporated into California Water Code Section 13373. Examples of pollutants include, but are not limited to, the following:

1. Commercial and industrial waste (such as fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, pesticides, slag, ash, and sludge);

2. Metals such as cadmium, lead, zinc, copper, silver, nickel, chromium; and non-metals such as phosphorus and arsenic;
3. Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease);
4. Excessive eroded soils, sediment and particulate materials in amounts which may adversely affect the beneficial use of the receiving waters, flora or fauna of the State;
5. Animal wastes (such as discharge from confinement facilities, kennels, pens, recreational facilities, stables, and show facilities);
6. Substances having characteristics such as pH less than six (6) or greater than nine (9), or unusual coloration or turbidity, or excessive levels of fecal coliform, or fecal streptococcus, or enterococcus.

~~The term "pollutant" shall not include uncontaminated storm water, potable water or reclaimed water generated by a lawfully permitted water treatment facility.~~

~~The term "pollutant" also shall not include any substance identified in this definition, if through compliance with the best management practices available, the discharge of such substance has been reduced or eliminated to the maximum extent practicable. In an enforcement action, the burden shall be on the person who is the subject of such action to establish the reduction or elimination of the discharge to the maximum extent practicable through compliance with the best management practices available.~~

~~"Redevelopment" means land-disturbing activity those results in the creation, addition, or replacement of 5,000 square feet or more of impervious surface area on an already developed site for all project categories except single family projects. For existing single family dwelling and accessory structures, redevelopment is the creation, addition, or replacement of 10,000 square feet or more of impervious surface. Redevelopment includes, but is not limited to: the expansion of a building footprint; addition or replacement of a structure; replacement of impervious surface area that is not part of a routine maintenance activity; and land disturbing activities related to structural or impervious surfaces. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.~~

"Regional Board" means the California Regional Water Quality Control Board - Los Angeles Region.

“Routine Maintenance” includes, but is not limited to, projects conducted to:

1. Maintain the original line and grade, hydraulic capacity, or original purpose of the facility;
2. Perform as needed restoration work to preserve the original design grade, integrity, and hydraulic capacity of flood control facilities;
3. Carry out road shoulder work, regrading dirt or gravel roadways and shoulders, and performing ditch cleanouts;
4. Update existing lines and facilities, including the replacement of existing lines with new materials or pipes, to comply with applicable codes, standards, and regulations regardless if such projects result in increased capacity;
5. Repair leaks; and
6. Conduct landscaping activities without changing existing or natural grades.

Routine maintenance does not include construction of new lines or facilities resulting from compliance with applicable codes, standards, and regulations. New lines are those that are not associated with existing facilities and are not part of a project to update or replace existing lines.

“Significant Ecological Area” (“SEA”) means an area that is determined to possess an example of biotic resources that cumulatively represent biological diversity, for the purposes of protecting biotic diversity, as part of the Los Angeles County General Plan. Areas are designated as SEAs, if they possess one or more of the following criteria:

1. The habitat of rare, endangered, and threatened plant and animal species;
2. Biotic communities, vegetative associations, and habitat of plant and animal species that are either one of a kind, or are restricted in distribution on a regional basis;
3. Biotic communities, vegetative associations, and habitat of plant and animal species that are either one of a kind or are restricted in distribution in Los Angeles County;
4. Habitat that at some point in the life cycle of a species or group of species, serves as a concentrated breeding, feeding, resting, migrating grounds and is limited in availability either regionally or within Los Angeles County;
5. Biotic resources that are of scientific interest because they are either an extreme in physical/ geographical limitations, or represent an unusual variation in a population or community;
6. Areas important as game species habitat or as fisheries;

7. Areas that would provide for the preservation of relatively undisturbed examples of natural biotic communities in Los Angeles County; and
8. Special areas.

"Simple LID BMP" means a BMP constructed above ground on a single-family residential home that can be readily inspected by a homeowner or inspector. Simple LID BMPs do not require an operation and maintenance plan per the Municipal NPDES Permit. Examples of such BMPs include, but are not limited to, vegetated swales, rain barrels and above ground cisterns, rain gardens, and pervious pavement.

"Site" means the land or water area where any "structure or activity" is physically located or conducted, including adjacent land used in connection with the structure or activity.

"Storm water runoff" means that part of precipitation (rainfall or snowmelt) which travels via flow across a surface to the MS4 or receiving waters from impervious, semi-pervious, or pervious surfaces. When all other factors are equal, runoff increases as the perviousness of a surface decreases.

"Structural BMP" means any structural facility designed and constructed to mitigate the adverse impacts of storm water and dry weather runoff pollution (e.g. canopy, structural enclosure). Structural BMPs may include both treatment control BMPs and source control BMPs.

"Treatment" means the application of engineered systems that use physical, chemical, or biological processes to remove pollutants. Such processes include, but are not limited to, filtration, gravity settling, media adsorption, biodegradation, biological uptake, chemical oxidation, and UV radiation.

"Treatment control BMP" means any engineered system designed to remove pollutants by simple gravity settling of particulate pollutants, filtration, biological uptake, media adsorption, or any other physical, biological, or chemical process.

~~"Urban runoff" means surface water flow produced by non-storm water resulting from residential, commercial, and industrial activities involving the use of potable and nonpotable water.~~

~~(§ 2, Ord. 1962, eff. May 1, 1997)~~

5.84.030 - Construction and application.

This Chapter shall be construed to assure consistency with the requirements of the Federal Clean Water Act and acts amendatory thereof or supplementary thereto, applicable

implementing regulations; and the Municipal NPDES Permit and any amendment, revision, or reissuance thereof.

~~(§ 2, Ord. 1962, eff. May 1, 1997)~~

5.84.040 - Prohibited activities.

- A. **Illicit Discharges and Connections.** It is a violation of this Chapter to commence, establish, use, maintain, or continue any illicit connections to the MS4 or any illicit discharges to the MS4. This prohibition against illicit connections applies to the use, maintenance, or continuation of any illicit connection, whether that connection was established prior to or after the effective date of this Chapter.
- B. **Littering.** ~~No~~ No person shall throw, deposit, place, leave, maintain, keep, or permit to be thrown, deposited, placed, left, ~~or~~ maintained, or kept, any refuse, rubbish, garbage, or any other discarded or abandoned objects, articles, or accumulations, in or upon any street, alley, sidewalk, storm drain, inlet, catch basin conduit or drainage structure, business place, or upon any public or private plot of land in the City, so that the same might be or become a pollutant. No person shall throw or deposit litter in any fountain, pond, lake, stream, or other body of water within the City. This subsection shall not apply to refuse, rubbish, or garbage deposited in containers, bags, or other appropriate receptacles ~~that~~ which are placed in designated locations for regular solid waste pick up and disposal.
- C. **Disposal of Landscape Debris.** ~~No~~ person shall intentionally dispose of leaves, dirt, or other landscape debris into the MS4.
- D. **Non-Storm Water Discharges.** All non-storm water discharges into the MS4 are prohibited unless those flows are: in compliance with a separate NPDES Permit; pursuant to a discharge exemption by the Regional Board, the Regional Board's executive officer, or the State Water Resources Control Board; associated with emergency firefighting activities (i.e., flows necessary for the protection of life or property); natural flows as defined in the Municipal NPDES Permit; conditionally exempt non-storm water discharges as defined in accordance with the Municipal NPDES Permit; or authorized as a temporary non-storm water discharge by the USEPA pursuant to sections 104(a) or 104(b) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Prohibited discharges include but are not limited to, but are not limited to ~~The following non-storm water discharges into the MS4 are prohibited unless in compliance with a separate NPDES permit or pursuant to a discharge exemption by the Regional Board, the Regional Board's Executive Officer, or the State Water Resources Control Board:~~

1. The discharge of wash waters to the MS4 from commercial auto washing or when gas stations, auto repair garages, or other type of automotive service facilities are cleaned;
2. The discharge of wastewater to the MS4 from mobile auto washing, steam cleaning, mobile carpet cleaning, and other such mobile commercial and industrial operations;
3. Discharges~~To the maximum extent practicable, d~~Discharges to the MS4 from areas where repair of machinery and equipment, including motor vehicles, which are visibly leaking oil, fluid, or antifreeze, is undertaken;
4. Discharges of runoff to the MS4 from storage areas of materials containing grease, oil, or other hazardous substances, and uncovered receptacles containing hazardous materials;
5. Discharges of commercial/residential swimming pool filter backwash to the MS4;
6. Discharges of ~~untreated~~ runoff from the washing of toxic materials from paved or unpaved areas to the MS4; ~~provided, however, that non-industrial and non-commercial activities which incidentally generate urban runoff, such as the hosing of sidewalks, and the non-commercial hand-washing of cars, shall be excluded from this prohibition;~~
7. Discharges~~To the maximum extent practicable, d~~Discharges to the MS4 from washing impervious surfaces in industrial/commercial areas ~~which results in a discharge of untreated runoff to the MS4~~, unless specifically required by the State's, or the City's, or Los Angeles County's health and safety codes, or permitted under a separate NPDES permit;
8. Discharges to the MS4 from the washing out of concrete or cement laden wash water from concrete trucks, pumps, tools, and equipment into the MS4;
9. Discharges to the MS4 of any pesticide, fungicide, or herbicide banned by the USEPA or the California Department of Pesticide Regulation or a product registered under the Federal Insecticide, Fungicide and Rodenticide Act to any waste stream that may ultimately be released to waters of the United States unless specifically authorized under an NPDES permit. This requirement is not applicable to products used for lawn and agricultural purposes.
10. The disposal of hazardous wastes into trash containers used for municipal trash disposal where such disposal causes or threatens to cause a direct or indirect discharge to the MS4.

- E. **Discharges in Violation of the Municipal NPDES Permit.** Any discharge that would cause result in or contribute to a violation of the Municipal NPDES Permit, either separately or in combination with other discharges, is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the

discharge, and such person(s) shall defend, indemnify, and hold harmless the City from all losses, liabilities, claims, or causes of actions in any administrative or judicial action relating to such discharge.

~~(§ 2, Ord. 1962, eff. May 1, 1997)~~

5.84.050 - Exempted discharges or, conditionally exempted discharges, ~~or~~ designated discharges.

Discharges from those activities specifically identified in, or pursuant to the Municipal NPDES Permit as being exempted discharges, or, conditionally exempted ~~discharges, or designated discharges~~ shall not be considered a violation of this Chapter, provided that all required conditions, including any applicable BMPs ~~developed~~ pursuant to the Municipal NPDES Permit, are implemented prior to discharge to minimize any adverse impacts from such identified sources and that any required municipal permits are obtained prior to discharge.

~~(§ 2, Ord. 1962, eff. May 1, 1997)~~

5.84.060 - Good housekeeping provisions.

Owners and occupants of property within the City shall comply with the following requirements:

- A. **Septic Waste.** No person shall leave, deposit, discharge, dump, or otherwise expose any chemical or septic waste to precipitation ~~in an area where a discharge to City streets or the MS4 may or does occur.~~
- B. **Use of Water.** Runoff of water used for irrigation purposes shall be minimized into the maximum extent practicable accordance with the City's Water Conservation Ordinance as codified in Chapter 7.44 of the City's Municipal Code. Runoff of water from the conditionally exempt washing down of paved areas shall be minimized to the maximum extent practicable. Conditionally exempt non-storm water discharges of roadway/driveway wash water only include those discharges resulting from use of high pressure, low volume spray washing using only potable water with no cleaning agents. Sweeping and collection of debris for trash disposal instead of or prior to use of water should be utilized whenever possible.
- C. **Storage of Materials, Machinery, and Equipment.** Machinery or equipment that is to be repaired or maintained in areas susceptible to or exposed to storm water, shall be placed in a manner so that leaks, spills, and other maintenance-related pollutants are not discharged to the MS4.

- D. **Storage of Oil or Oily Material, Chemicals, Refuse, or Other Pollutionable Materials.** Oil or oily material, chemicals, refuse, or other pollutionable materials shall not be stored or deposited by any person in areas where they may be picked up by rainfall and carried off of the property and/or discharged to the MS4. Any such spill of such materials shall be contained and removed immediately.
- E. **Removal and Disposal of Debris from Industrial/Commercial Motor Vehicle Parking Lots.** Industrial or commercial motor vehicle parking lots with more than twenty-five (25) parking spaces that are located in areas potentially exposed to storm water shall be swept regularly or other equally effective measures shall be utilized to remove oil, chemicals, debris, or other pollutionable materials from such parking lots, so as to prevent or minimize pollutants or debris from running off the parking lot into the MS4.
- F. **Food Wastes.** Food wastes generated by non-residential food service and food distribution sources shall be properly disposed of and in a manner so such wastes are not discharged to the MS4. For example: restaurant kitchen mats may not be washed or rinsed into the street or alley.
- G. **Best Management Practices.** BMPs ~~Best management practices~~ shall be used in areas exposed to storm water for the removal and lawful disposal of all fuels, chemicals, fuel and chemical wastes, animal wastes, garbage, batteries, or other materials which have potential adverse impacts on water quality.

(§ 2, Ord. 1962, eff. May 1, 1997)

5.84.070 - Requirements for industrial/commercial and construction activities.

- A. Each industrial discharger, discharger associated with construction activity, or other discharger described in any general storm water permit addressing such discharges, as may be issued by the USEPA ~~U.S. Environmental Protection Agency~~, the State Water Resources Control Board, or the Regional Board, shall comply with all requirements of such permit. Each discharger identified in an individual NPDES permit shall comply with and undertake all activities required by such permit. Proof of compliance with any such permit may be required in a form acceptable to the Authorized Enforcement Officer prior to the issuance of any grading, building, or occupancy permits, or any other type of permit or license issued by the City.
- B. Non-storm water discharges to the MS4 from industrial, commercial, or construction activities are prohibited.

- C. [Industrial and commercial dischargers and dischargers associated with construction activities must implement effective BMPs, including source control BMPs, in accordance with the Municipal NPDES Permit to reduce pollutants in storm water from such sites to the maximum extent practicable.](#)

(§ 2, Ord. 1962, off. May 1, 1997)

5.84.080 - Inspection authority.

- A. **Authority to Inspect.** The [Authorized Enforcement Officer](#), City's Director of Public Works, building officials, community services officers, and any other representatives thereof, are authorized and directed to enforce all provisions of this [Chapter](#).
- B. **Right of Entry.** Whenever necessary to make an inspection to enforce any of the provisions of this Chapter, or whenever an Authorized Enforcement Officer has reasonable cause to believe that there exists in any building or upon any premises any condition which constitutes a violation of the provisions of this Chapter, the officer may enter such building or premises at all reasonable times to inspect the same or perform any duty imposed upon the officer by this Chapter; provided, that: (i) if such building or premises be occupied, he or she shall first present proper credentials and request entry; and (ii) if such building or premises be unoccupied, he or she shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. Any such request for entry shall state that the property owner or occupant has the right to refuse entry and that in the event such entry is refused, inspection may be made only upon issuance of an inspection warrant. In the event the owner and/or occupant refuses entry after such request has been made, the officer is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.
- C. **Authority to Conduct Samplings and Establishing Sampling Devices.** With the consent of the owner or occupant or pursuant to an inspection warrant, any Authorized Enforcement Officer may establish on any property such devices as necessary to conduct sampling and monitoring activities necessary to ~~determine~~ determine the concentrations of pollutants in storm water and/or non-storm water runoff. During the inspections as provided herein, the Authorized Enforcement Officer may take any samples deemed necessary.
- D. **Requirement of Sample or Monitor.** Any Authorized Enforcement Officer may order that any person engaged in any activity and/or owning or operating any facility which may cause or contribute to storm water pollution or contamination, illicit discharges, and/or discharge of non-storm water to the storm water system, undertake such monitoring activities and/or analyses and furnish such reports as the officer may specify. All costs incurred for such activity shall be borne by the party ordered to do the sampling.

In the event the owner or operator of a facility subject to a monitoring and/or analyses order fails to conduct required monitoring and/or analyses and furnish the required reports in the form required, the Authorized Enforcement Officer may cause such monitoring and/or analyses to be conducted and the cost, therefore, including the reasonable additional administrative costs incurred by the City, shall be borne by the owner of the property and the cost thereof shall be, after notice and an opportunity for hearing, invoiced to the owner of the property. If the invoice is not paid within sixty (60) days of the issuance thereof, the costs shall be a lien upon and against the property and continue in existence until the same shall be paid. If the lien is not satisfied by the owner of the property within three (3) months after the completion by an Authorized Enforcement Officer of the required monitoring and/or analyses and reports, the property may be sold in satisfaction thereof in a like manner as other real property is sold under execution.

- E. IndustrialSite VisitsIndustrial and Commercial Inspections. The Public Works Director, Authorized~~Authorized~~ Enforcement Officer, or authorized staff or contractor, shall conduct industrial and commercial facility compliance inspections to confirm that storm water and non-storm water BMPs are effectively implemented in compliance with this Chapter and the Municipal NPDES Permit. These ~~These~~ visit businesses as listed in the NPDES Permit for the purpose of educating representatives of the businesses as to applicable storm water regulations, distribute educational materials, and provide advice for complying with the City's storm water ordinance, prohibitions and other legal requirements. These visits inspections shall be at a frequency sufficient to be in compliance with the Municipal NPDES Permit. Inspections shall be conducted no less than twice during the term of the Municipal NPDES Permit and as often as the Director of Public Works deems appropriate to verify compliance with this Chapter~~ChapterChapter~~The initial frequency shall be at least every two years, but may change depending on the requirements of the regulating agencies.

~~(§ 2, Ord. 1962, eff. May 1, 1997)~~

5.84.090 - Enforcement.

A. Enforcement Procedure.

1. For the first failure to comply with any provision contained in this Chapter, the Director of Public Works or any Authorized Enforcement Officer, shall issue to the violator a written notice which includes the following information: (i) a description of the violation being committed; (ii) a specified time within which the violation must be corrected or within which the violator may file a written response to the Director disputing the existence of a violation; and (iii) a description of the penalties which may be imposed for continued noncompliance.

2. If the violator demonstrates that the violation does not exist, or has been corrected, no further action need be taken. If, however, the violation exists and is not corrected within the prescribed time, the Director of Public Works may thereafter pursue any of the enforcement remedies described below in this section.

B. Violation a Misdemeanor. Violation of this Chapter or the Municipal NPDES Permit shall be punishable as a misdemeanor, punishable as set forth in Section 1.04.010(A) of this Code. Provided, however, that any or all of the first three violations of this Chapter or the Municipal NPDES Permit committed within any consecutive twelve (12) month period may be charged as an infraction at the discretion of the City Prosecutor. Each day that a violation continues shall constitute a separate offense.

C. Violations Deemed a Public Nuisance.

1. Any condition caused or permitted to exist in violation of any of the provisions of this Chapter or the Municipal NPDES Permit is hereby determined to be a threat to the public health, safety, and welfare; is declared and deemed a public nuisance and may be abated or restored by any Authorized Enforcement Officer; and a civil or criminal action to abate, enjoin, or otherwise compel the cessation of such nuisance may be brought by the City Attorney.
2. The cost of such abatement and restoration shall be borne by the owner of the property and the cost thereof shall be invoiced to the owner of the property, as provided by law or ordinance for the recovery of nuisance abatement costs.
3. If any violation of this Chapter constitutes a seasonal and recurrent nuisance, the City Manager shall so declare. The failure of any person to take appropriate annual precautions to prevent storm water pollution after written notice of a determination under this paragraph shall constitute a public nuisance and a violation of this Chapter.

D. Concealment. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall constitute a separate violation of such provision.

E. Civil Actions. In addition to any other remedies provided in this Section, any violation of this Chapter may be enforced by civil action brought by the City. In any such action, the City may seek, as appropriate, any or all of the following remedies:

1. A temporary and/or permanent injunction;

2. Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;
3. Costs incurred in removing, correcting, or terminating the adverse effects resulting from violation;

~~4.~~ Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life; and

~~5.4.~~ Attorney fees.

F. Administrative Enforcement Powers. In addition to the other enforcement powers and remedies established by this Chapter, the Authorized Enforcement Officer has the authority to utilize the following administrative remedies:

~~6.1.~~ **Cease and Desist Orders.** When an Authorized Enforcement Officer finds that a discharge has taken place or is likely to take place in violation of this Chapter, the officer may issue an order to cease and desist such discharge, or practice, or operation likely to cause such discharge and direct that those persons not complying shall: (i) comply with the requirement, (ii) comply with a time schedule for compliance, and (iii) take appropriate remedial or preventive action to prevent the violation from recurring. Failure to comply with such an order shall constitute a separate violation of this Chapter.

~~7.2.~~ **Notice to Clean.** Whenever an Authorized Enforcement Officer finds any oil, earth, debris, grass, weeds, dead trees, tin cans, rubbish, refuse, waste, or any other pollutionable material of any kind, in or upon the sidewalk abutting or adjoining any parcel of land, or upon any parcel of land or grounds, which may result in pollutants entering the MS4 or a non-storm water discharge to the MS4, he or she may give notice to the owner or occupant of the adjacent property to remove such oil, earth, debris, grass, weeds, dead trees, tin cans, rubbish, refuse, waste, or other pollutionable material, in any manner that he or she may reasonably provide. The recipient of such notice shall undertake the activities as described in the notice. Failure to comply with such a notice shall constitute a separate violation of this Chapter.

~~F.G.~~ **Permit Revocation.** To the extent the City makes a provision of this Chapter or any identified BMP a condition of approval to the issuance of a permit or license, any person

in violation of such condition is subject to the permit revocation procedures set forth in this Code.

G-H. Remedies. Remedies specified in this Chapter are in addition to and do not supersede or limit any and all other remedies, civil or criminal, including remedies under the Federal Clean Water Act and/or Porter-Cologne Act. The remedies provided for in this Section shall be cumulative and not exclusive.

H-I. Citizen Reporting. Members of the public are encouraged to report possible violations of this Chapter to the City's Public Works Department.

(§ 2, Ord. 1962, off. May 1, 1997)

5.84.100 - Planning and Land Development Program requirements for New Development and Redevelopment projects. ~~Adoption of standard urban storm water mitigation plan.~~

A. Compliance with Municipal NPDES Permit. The following New Development and Redevelopment projects are required to comply with the Municipal NPDES Permit:

1. All development projects equal to 1 acre or greater of disturbed area and adding more than 10,000 square feet of impervious area;
2. Industrial parks with 10,000 square feet or more of surface area;
3. Commercial malls with 10,000 square feet or more surface area;
4. Retail gasoline outlets with 5,000 square feet or more of surface area;
5. Restaurants (SIC 5812) with 5,000 square feet or more of surface area;
6. Parking lots with 5,000 square feet or more of impervious area or with twenty-five or more parking spaces;
7. Single family hillside residential developments or redevelopments;
8. Street and road construction of 10,000 square feet or more of impervious surface area shall follow USEPA guidance regarding Managing Wet Weather with Green Infrastructure: Green Streets (December 2008 EPA-833-F-08-009) to the maximum extent practicable. Street and road construction applies to standalone streets, roads, highways, and freeway projects, and also applies to streets within larger projects;

9. Automotive service facilities (SIC 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539) with 5,000 square feet or more of surface area;
10. Projects located in or directly adjacent to, or discharging directly to a Significant Ecological Area (SEA), where the development will:
 - a) Discharge storm water runoff that is likely to impact a sensitive biological species or habitat; and
 - b) Create 2,500 square feet or more of impervious surface area;
11. Projects in subject categories that meet Redevelopment thresholds (pursuant to the Municipal NPDES Permit), which include:
 - a) Land-disturbing activities which create, add, or replace 5,000 square feet or more of impervious surface area on an already developed site excluding single family dwellings and accessory structures.
 - b) Land-disturbing activities which create, add, or replace 10,000 square feet or more of impervious surface area on existing single family dwellings and accessory structures.
 - b)c) Where Redevelopment results in an alteration to more than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-development storm water quality control requirements, the entire Project must be mitigated.
 - d) Where Redevelopment results in an alteration to less than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-development storm water quality control requirements, only the alteration must be mitigated, and not the entire development.

EXCEPTIONS: The following do not constitute New Development or Redevelopment:

1. Routine maintenance activities conducted to maintain original line and grade, hydraulic capacity, original purpose of facility, or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity.

2. Discretionary permit projects or phased project applications which have been deemed complete by ~~February 8, 2013~~ June 28, 2015 and which have not received an extension of time.
3. Discretionary permit projects with a valid vesting tentative map.

B. Incorporation of Planning and Land Development Program requirements into Project Plans.

B.

1. New Development and Redevelopment projects are required to control pollutants and runoff volume from the project site by minimizing the impervious surface area and controlling runoff through infiltration, bioretention, and/or rainfall harvest and use, in accordance with the standards set forth in the Municipal NPDES Permit.
2. An applicant for a New Development or a Redevelopment Project identified in this Chapter shall incorporate into the applicant's project plans a Post Construction Storm Water Mitigation Plan which includes those Best Management Practices necessary to control storm water pollution from the completed project. Structural or treatment control BMPs (including, as applicable, post-construction treatment control BMPs) set forth in project plans shall meet the design standards set forth in the Municipal NPDES Permit.
3. To the extent that the City may lawfully impose conditions, mitigation measures, or other requirements on the development or construction of a single-family home in a hillside area, a single-family hillside home Development or Redevelopment project shall implement mitigation measures to:
 - a) Conserve natural areas;
 - b) Protect slopes and channels;
 - c) Provide storm drain system stenciling and signage;
 - d) Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability; and
 - a)e) Direct surface flow to vegetated areas before discharge unless the diversion would result in slope instability.
4. New Development/Redevelopment Project Performance Criteria. Post-construction BMPs to mitigate storm water pollution are required for all New Development and Redevelopment projects identified in this Chapter unless alternative measures are allowed as provided in the Municipal NPDES Permit.

BMPs must be implemented to retain on-site the Storm Water Quality Design Volume (SWQDV), defined as runoff from either:

- a) The 0.75 inch, 24-hour rain event; or
- b) The 85th percentile, 24-hour event, as determined from the Los Angeles County 85th percentile precipitation isohyetal map, whichever is greater.

BMPs shall meet the design specifications and on-site retention potential outlined in the Municipal NPDES Permit. Projects unable to retain 100% of the SWQDV on-site due to technical infeasibility as defined in the Municipal NPDES Permit must implement alternative compliance measures in accordance with the Municipal NPDES Permit.

Single family hillside home development projects are exempt from the New Development/Redevelopment Project Performance Criteria of the Municipal NPDES Permit unless they create, add, or replace 10,000 square feet or more of impervious surface area.

Street and road construction projects of 10,000 square feet or more of impervious surface area are exempt from the New Development/Redevelopment Project Performance Criteria of the Municipal NPDES Permit but shall adhere to the City's Green Streets Policy and be consistent with USEPA guidance regarding Managing Wet Weather with Green Infrastructure: Green Streets (December 2008 EPA-833-F-08-009) to the maximum extent practicable.

C. Issuance of Final Approval. As a condition for issuing final approval for New Development or Redevelopment projects identified in this Chapter, the Authorized Enforcement Officer shall require property owners or their representative(s) to build all the storm water pollution control BMPs, Best Management Practices and structural or treatment control BMPs that are shown on the approved project plans and to submit a signed certification statement stating that the site and all structural or treatment control BMPs will be maintained in compliance with the Municipal NPDES Permit and other applicable regulatory requirements.

With the exception of Simple LID BMPs (as defined in this Chapter) implemented on single family residences, project owners shall provide an operation and maintenance plan, monitoring plan where required, and verification of ongoing maintenance provisions for LID practices and treatment control BMPs including, but not limited to: final map conditions, legal agreements, covenants, conditions or restrictions, California Environmental Quality Act (CEQA) CEQA mitigation requirements, conditional use permits, and/or other legally binding maintenance agreements. These maintenance records must be kept on site for treatment BMPs implemented on single family residences.

C.—Transfer of Properties Subject to Requirement for Maintenance of Structural and Treatment Control BMP's.

D.

1. The transfer or lease of a property subject to a requirement for maintenance of structural and treatment control BMP's shall include conditions requiring the transferee and its successors and assigns to either (a) assume responsibility for maintenance of any existing structural or treatment control BMP or (b) to replace an existing structural or treatment control BMP with new control measures or BMPs meeting the current standards of the City and the Municipal NPDES Permit. Such requirement shall be included in any sale or lease agreement or deed for such property. The condition of transfer shall include a provision that the successor property owner or lessee conduct maintenance inspections of all structural or treatment control BMPs at least once a year and retain proof of inspection.
2. For residential properties where the structural or treatment control BMPs are located within a common area which will be maintained by the community association, appropriate arrangements shall be made with the association regarding the responsibility for maintenance.
3. If structural or treatment control BMPs are located within an area proposed for dedication to a public agency, they will be the responsibility of the developer until the dedication is accepted.

E. California Environmental Quality Act. CEQA. Provisions of this section shall be complementary to, and shall not replace, any applicable requirements for storm water mitigation required under the CEQA.

~~Pursuant to the provisions of Section 50022.1 to 50022.10, inclusive of the Government Code of the State and subject to the particular additions, amendments and deletions set forth in this chapter, the rules, regulations, provisions, and conditions set forth in those certain Codes entitled "Standard Urban Storm Water Mitigation Plan for Los Angeles County and Cities in Los Angeles County," including the appendices therein contained, promulgated and published by the Los Angeles Regional Water Quality Control Board, one (1) full printed copy of which, printed as a plan in book form were by the Council ordered filed and which have been filed in the office of the City Clerk, expressly incorporated herein and made a part hereof as fully and for all intents and purposes as set forth herein at length, are hereby established and adopted as the rules, regulations, and provisions and conditions to be observed and followed in the development and redevelopment by the private sector and related subjects, items and matters as set forth in said plan, within the City. Subject to the additions, deletions and amendments set forth this chapter, said plan with its said~~

~~appendices, is hereby established and adopted, and the same shall be designated, known and referred to as the "standard urban storm water mitigation plan" for the City.~~

DRAFT

Agenda Date: 4/7/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Bruce Moe, Finance Director
Henry Mitzner, Controller

SUBJECT:

Resolution Ordering Plans, Specifications, Cost Estimates and Engineer's Report for Annual Street Lighting and Landscaping Assessments (Finance Director Moe).

ADOPT

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 15-0012 ordering the preparation of plans, specifications, cost estimates and the engineer's report for the annual renewal of the Landscaping and Lighting District for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972.

FISCAL IMPLICATIONS:

The assessment engineering cost for the Landscaping and Lighting District is \$7,000 and is budgeted in the Public Works department.

It is important to note that because assessments have been fixed since 1995-1996, and costs have continued to rise and exceed the revenue generated by the assessments, the Street Lighting and Landscape Fund as of fiscal year 2006-2007 has depleted its fund balance. As a result, the General Fund continues to subsidize the fund. The preliminary estimate for the subsidy in the current fiscal year (2014-2015) is \$240,000. A Proposition 218 vote is required to raise the assessments (City Council reviewed the options for raising assessments but has deferred such action).

BACKGROUND:

The City provides for the operations and maintenance of Street Lighting and the Downtown Streetscape via the Street Lighting and Landscaping Assessment District. The District, which was formed pursuant to the Landscaping and Lighting Act of 1972, is comprised of separate street lighting districts for the majority of the City, and the lighting and landscaping

services provided for Downtown.

DISCUSSION:

The District must be renewed annually through a series of City Council resolutions, culminating with a public hearing. The public hearing and adoption of a final resolution are scheduled for the Council Meeting of June 16, 2015.

In order to renew the districts, an assessment engineer must review and develop the benefit assessments for each parcel. Those assessments are based on the proposed budget for the upcoming fiscal year commencing July 1 subject to the constraints of Proposition 218. For FY 2015-2016, the preliminary total assessment is \$399,000; \$378,000 from private property owners, plus a General Fund contribution toward Streetscape of \$21,000 for the City's property in the district. Based on preliminary analysis, the annual subsidy provided by the General Fund for Street Lighting in fiscal year 2015-2016 will be slightly lower than that indicated in the fiscal year 2014-2015 adopted budget: \$244,000. The fiscal year 2015-2016 opening fund balance of the Street Lighting Fund will be \$0- and subsidies are required to match the excess of expenditures over revenues.

The first step in this annual process is for Council to pass a Resolution of Initiation tonight, which authorizes the preparation of an Engineering report on the District. Then, on May 5, 2015, the Engineer's Report will be submitted to Council, along with a Resolution of Intention, which authorizes proceedings for the annual levy and collection of assessments. Finally, on June 16, 2015, the public hearing will be held at which time City Council will be asked to adopt a resolution providing for the levy and collection of street lighting assessments for the fiscal year 2015-2016.

CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 15-0012 ordering the preparation of plans, specifications, cost estimates and the engineer's report for the annual renewal of the Landscaping and Lighting District for fiscal year 2015-2016 pursuant to the Landscaping and Lighting Act of 1972.

Attachments:

1. Resolution No. 15-0012
2. Lighting and Landscape Assessment Districts Map

RESOLUTION NO. 15-0012

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL ORDERING THE PREPARATION OF PLANS, SPECIFICATIONS, COST ESTIMATE, DIAGRAM, ASSESSMENT AND REPORT PURSUANT TO PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA FOR PROCEEDINGS FOR ANNUAL ASSESSMENT LEVY AFTER FORMATION OF MAINTENANCE DISTRICT

WHEREAS, this City Council has conducted proceedings for the formation of a maintenance district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as LANDSCAPING AND STREET LIGHTING MAINTENANCE DISTRICT NO. 99 (hereinafter referred to as the "District"); and

WHEREAS, at this time, this City Council is desirous to take proceedings for the annual levy of the assessments as required following the formation of said District; and

WHEREAS, these proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2015 and ending June 30, 2016; and

WHEREAS, the provisions of said Division 15, Part 2 require a written "Report" consisting of the following:

1. Plans and specifications for the works of improvement;
2. An estimate of the costs for maintaining the improvement for the ensuing fiscal year;
3. A diagram of the area proposed to be assessed;
4. An assessment of the estimated costs for the maintenance work for said fiscal year.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That a map entitled "Street Lighting Maintenance District No. 99" be submitted to the City Council, showing the boundaries of the proposed area to be assessed and showing the works of improvement to be maintained, is hereby approved and adopted by this City Council, and a copy shall be on file in the Office of the City Clerk and open for public inspection. The proposed parcels and properties within said area are those to be assessed to pay certain of the costs and expenses for said maintenance work.

Section 3. That the proposed maintenance work within the area proposed to be assessed shall be for certain lighting improvements, as said maintenance work is set forth in the "Report" to be presented to this City Council for consideration.

Section 4. That in all zones within the District, except Zone 10, the costs of the proposed maintenance for the above-referenced fiscal year shall be spread amongst the property owners within the District based upon an Equivalent Dwelling Unit parcel method. The costs in Zone 10 will be allocated based upon an adjusted front footage method as used in previous years.

Section 5. That the assessment engineering firm of Harris & Associates Inc., is hereby ordered to prepare and file with the City Council a "Report" relating to said annual assessment and levy in accordance with the provisions of Article IV, commencing with section 22565 of Chapter 1 of the Streets and Highways Code of the State of California.

Section 6. That upon completion, said "Report" shall be filed with the City Clerk, who shall then submit the same to this City Council for its consideration pursuant to Sections 22623 and 22624 of said Streets and Highways Code.

Section 7. This resolution shall take effect immediately upon adoption.

Section 8. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 7th day of April, 2015.

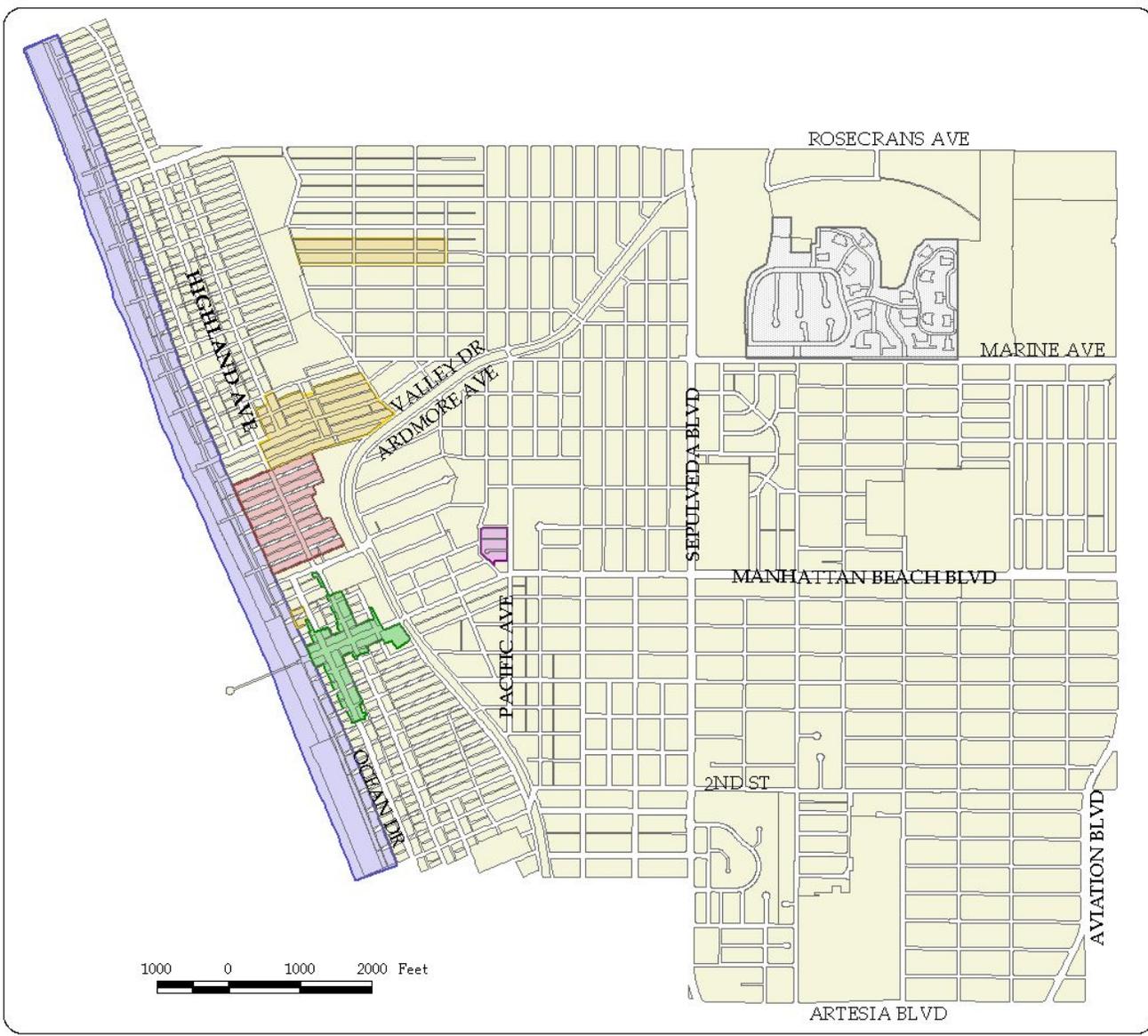
Ayes:
Noes:
Absent:
Abstain:

Wayne Powell
Mayor, City of Manhattan Beach, California

ATTEST:

LIZA TAMURA
City Clerk

City of Manhattan Beach Lighting and Landscape Assessment Districts



August 2001

| Zone | Color | Description | Total Area (Acres) |
|---------|--------------|----------------------|--------------------|
| Zone 1 | Light Yellow | General | 2231.7 |
| Zone 5 | Yellow | Gas Lights | 39.0 |
| Zone 6 | Light Blue | The Strand | 127.5 |
| Zone 7 | Light Red | Walkway Streets | 25.7 |
| Zone 9 | Light Purple | Arbolado Tract | 2.9 |
| Zone 10 | Green | Downtown Streetscape | 15.4 |
| | Grey | Excepted | 82.5 |



Agenda Date: 4/7/2015

TO:

Honorable Mayor 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 March 17, 2015
- b) City Council Regular Meeting of March 17, 2015

(City Clerk Tamura).

APPROVE

RECOMMENDATION:

Staff recommends that the City Council, by motion, take action to approve the minutes of the City Council.

Attachments:

- 1. City Council Adjourned Regular Meeting-Closed Session Minutes of March 17, 2015
- 2. City Council Regular Meeting Minutes of March 17, 2015.

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Final

Tuesday, March 17, 2015

5:30 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 March 17, 2015, was called to order at 5:30 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 Liza Tamura confirmed that the meeting was properly posted.

E. PUBLIC COMMENTS

Viet Ngo voiced his opinion about Brown Act violation.

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

At 5:34 PM City Attorney Quinn Barrow read into the record the following Closed Session items:

**1. 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 legal advice of the City Attorney, based on existing facts and circumstances, there is a significant exposure to litigation in 1 case.

**2. CONFERENCE WITH LEGAL COUNSEL (EXISTING LITIGATION)
(Government Code Section 54956.9 (d) (1))**

**Sensible Citizens of Manhattan Beach v. City of Manhattan Beach,
RREEF AMERICA REIT CORP. BBB II; RREEF AMERICA REIT II CORP.
BBB Case No. BS152854**

**Sensible Citizens of Manhattan Beach v. City of Manhattan Beach
Case No. BC570884**

G. RECESS INTO CLOSED SESSION

The City Council recessed into Closed Session at 5:36 PM.

H. RECONVENE INTO OPEN SESSION

The City Council reconvened into Open Session at 6:02PM.

I. CLOSED SESSION ANNOUNCEMENT IN OPEN SESSION

The City Attorney announced that City Council went into Closed Session to discuss the items on the agenda. City Council by 5-0 vote offered a separation agreement with Human Resources Director Cathy Hanson. The settlement agreement is a public record and is available to the public.

J. ADJOURNMENT

At 6:03 PM Mayor Powell adjourned the March 17, 2015, Adjourned Regular Meeting Closed Session to the March 17, 2015, Regular City Council Meeting in City Council Chambers, in said city.

Quinn Barrow
Recording Secretary

Wayne Powell
Mayor

ATTEST:

Liza Tamura
City Clerk

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Final

Tuesday, March 17, 2015

6:00 PM

Regular Meeting

City Council Chambers

5:30 PM Adjourned Regular Meeting - Closed Session

City Council

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

PLEASE NOTE THAT THE CITY ARCHIVES THE VIDEO RECORDINGS OF ALL REGULAR CITY COUNCIL MEETINGS AND THE VIDEO FOR THIS MEETING IS HEREBY INCORPORATED BY THIS REFERENCE. ALSO IN SUPPORT OF MORE TRANSPARENCY AND THE AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE, THE CITY OFFERS CLOSED CAPTIONING FOR REGULAR CITY COUNCIL MEETINGS. FOR A COMPLETE RECORD OF THIS CITY COUNCIL MEETING, GO TO: www.citymb.info/city-officials/city-clerk/city-council-meetings-agendas-and-minutes

A. PLEDGE TO THE FLAG

Police Chief Eve Irvine led the Pledge of Allegiance.

B. NATIONAL ANTHEM

Phoebe Lyons sang the National Anthem.

C. ROLL CALL

Present: 5 - Mayor Powell, Mayor Pro Tem Burton, Councilmember D'Errico, Councilmember Lesser and Councilmember Howorth

D. CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

City Clerk Liza Tamura confirmed that the meeting was properly posted.

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

A motion was made by Mayor Pro Tem Burton, seconded by Councilmember Howorth, that the agenda be approved. The motion carried by the following vote:

Aye: 5 - Powell, Burton, D'Errico, Lesser and Howorth

F. CEREMONIAL CALENDAR

1. Presentation of the "I ♥ MB Award" to Diane and Doug Carter for Their Dedication and Commitment with the International Bird Rescue [15-0125](#)
PRESENT

Mayor Powell, on behalf of the City Council, presented the "I ♥ MB Award" to Diane and Doug Carter for their work with the International Bird Rescue.

Mayor Powell noted the current situation with marine mammals, especially the sea lions. He announced that the Marine Mammal Care Center in San Pedro is overwhelmed and in need of donations and supplies. There is a handout listing items

needed and a receptacle for donations is located at the Manhattan Beach Fire Department.

Mayor Powell presented a video on the installation of the recent "Lightgate Sculpture".

G. CITY MANAGER REPORT

None.

H. CITY ATTORNEY REPORT

None.

I. CITY COUNCIL ANNOUNCEMENTS AND REPORTS

Mayor Pro Tem Burton announced that it is "Sunshine Week" in the United States. The purpose is to educate the public of the importance of open government, and he applauded the City Manager for all of the details about the employee salaries listed on the City website. He further mentioned that City Employee Matt Williams, who lost his daughter to cancer, is trying to raise \$5,000 for St. Baldrick's and asked all City Employees to donate.

Mayor Powell reported that on Monday there was a kick-off for the upcoming Special Olympics World Games the week of July 21, 2015, and that the City will be hosting the nations of Nepal and Hungary. He further added the "Dine and Discover Lunch" will be held the Thursday, March 19, 2015, at 11:30 AM and the topic will be "Senior Bullying".

J. COMMUNITY ANNOUNCEMENTS REGARDING UPCOMING EVENTS

The following speaker had a Community Announcement:

James Gill

K. PUBLIC COMMENT ON NON-AGENDA ITEMS

The following speakers had Public Comments:

*Rusty Roten
Tom Eifmann
Robert Bush
Phil Reimert
Viet Ngo*

L. CONSENT CALENDAR

Viet Ngo pulled Item No. 2.

A motion was made by Councilmember Howorth, seconded by Mayor Pro Tem Burton, to approve the Consent Calendar Item Nos. 2-6 with the exception of Item No. 2 . The motion carried by the following vote:

Aye: 5 - Powell, Burton, D'Errico, Lesser and Howorth

2. Resolution Citing the Facts of the March 3, 2015, General Municipal Election (City Clerk Tamura). [RES 15-0009](#)

ADOPT

Attachments: [Resolution No. 15-0009](#)
[Certificate of Canvass](#)
[Official Results - March 3, 2015 General Municipal Election](#)

This item was removed from the Consent Calendar and heard after the Consent Calendar vote.

3. Second Reading and Adoption of Ordinance No. 15-0002 approving proposed Local Coastal Program Code Amendments in Compliance with the California Coastal Commission Modifications to Implement the Adopted and Certified Housing Element Update (2008-2014) (Community Development Director Lundstedt). [ORD 15-0002](#)

ADOPT

Attachments: [Ordinance No. 15-0002](#)

This item was approved on the Consent Calendar.

4. Resolution Transmitting Local Coastal Program Code Amendments to the California Coastal Commission in Compliance with their Modifications to Implement the Adopted and Certified Housing Element Update (2008-2014) (Community Development Director Lundstedt). [RES 15-0010](#)

ADOPT

Attachments: [Resolution No. 15-0010](#)

This item was approved on the Consent Calendar.

5. Annual Fee Waiver Requests Associated with Non-Profit Special Events (American Martyrs Parish Fair; American Martyrs 5K Run/Walk; Grandview 5K; Holiday Fireworks Festival; Manhattan Beach 10K Run; Manhattan Beach Education Foundation Wine Auction; Manhattan Beach Grand Prix Bike Race; Manhattan Beach Hometown Fair; Manhattan Beach Little League Opening Day Parade; Richstone Pier-to-Pier Jog/Walk; and the Robinson School Fun Run; Walk with Sally; Sophisticated Snoops; Sandpipers Holiday Homes Tour) (Parks and Recreation Director Leyman). [15-0128](#)

APPROVE

Attachments: [Proposed Special Event Fee Waivers 2016-2020](#)

This item was approved on the Consent Calendar.

6. Minutes: [15-0012](#)

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 March 4, 2015
- b) City Council Regular Meeting of March 4, 2015
(City Clerk Tamura).

APPROVE

Attachments: [City Council Adjourned Regular Meeting-Closed Session Minutes of March 4, 2015](#)
 [City Council Regular Meeting Minutes of March 4, 2015](#)

This item was approved on the Consent Calendar.

Mayor Pro Tem Burton asked that Item No. 2 be heard at this time prior to the reorganization. All City Council members agreed and it was so ordered by Mayor Powell.

2. Resolution Citing the Facts of the March 3, 2015, General Municipal Election
(City Clerk Tamura).

[RES 15-0009](#)

ADOPT

Attachments: [Resolution No. 15-0009](#)
 [Certificate of Canvass](#)
 [Official Results - March 3, 2015 General Municipal Election](#)

Mayor Powell opened the floor to public comment.

Viet Ngo stated that it was wrong to put this item on the Consent Calendar.

City Attorney Quinn Barrow confirmed that there was no reason that the item could not be approved.

Mayor Powell closed the floor to public comment.

A motion was made by Mayor Pro Tem Burton, seconded by Councilmember D'Errico, to adopt Resolution No. 15-0009 citing the facts of the March 3, 2015, General Municipal Election. The motion carried by the following vote:

Aye: 5 - Powell, Burton, D'Errico, Lesser and Howorth

M. REORGANIZATION

City Clerk Liza Tamura issued the oath of office to Councilmembers Lesser and Howorth.

Councilmembers Lesser and Howorth made brief comments thanking their families and the residents,

At 7:08 PM City Council recessed and reconvened at 7:23 PM with all

Councilmembers present.

N. PUBLIC HEARINGS

None.

O. GENERAL BUSINESS

7. Community Survey Findings (Assistant City Manager Nader).

[15-0129](#)

RECEIVE REPORT

Attachments: [Manhattan Beach Community Survey Findings](#)
[City of Manhattan Beach Resident Survey 2015](#)

City Manager Mark Danaj introduced Sharon Pinkerton from Fairbank, Maslin, Maullin, Metz and Associates (FM3) who gave a PowerPoint Presentation on the Community Survey.

Consultant Pinkerton responded to City Council questions.

Mayor Powell opened the floor to public comments.

The following individual spoke:

Stephanie Robbins

Seeing no further requests to speak, Mayor Powell closed the floor to public comments.

A motion was made by Councilmember Howorth, seconded by Mayor Pro Tem Burton, that this item be received. The motion carried by the following vote:

Aye: 5 - Powell, Burton, D'Errico, Lesser and Howorth

8. Community Budget Priority Meeting Results (Assistant City Manager Nader).

[15-0130](#)

RECEIVE REPORT

Attachments: [Community Budget Priority Meeting Materials](#)

City Manager Mark Danaj gave a brief overview of the item and introduced Management Partners Consultant Cathy Standiford who gave a PowerPoint Presentation on the Community Budget Priority Meeting results.

Consultant Standiford responded to City Council questions.

Mayor Powell opened the floor to public comment.

Seeing no requests to speak, Mayor Powell closed the floor to public comment.

A motion was made by Mayor Pro Tem Burton, seconded by Councilmember Howorth, that this item be received. The motion carried by the following vote:

Aye: 5 - Powell, Burton, D'Errico, Lesser and Howorth

P. ITEMS REMOVED FROM THE CONSENT CALENDAR

At the request of Mayor Pro Tem Burton Item No.2 which was removed by Viet Ngo from the Consent Calendar was heard immediately after the Consent Calendar vote.

Q. OPTIONAL ADDITIONAL PUBLIC COMMENTS ON NON-AGENDA ITEMS

None.

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

Mayor Pro Tem Burton offered a team building challenge to City Councilmembers and Department Heads to donate \$100 and other employees to donate \$10 to St. Baldrick's to help Matt Williams raise \$5,000 for cancer.

Mayor Powell stated that a resident had matched the \$10,000 donation for GI Joe and issued a challenge to all residents to assist in this cause.

Councilmember Howorth announced that Saturday is "Pride Day" at Mira Costa High School beginning at 8:30 AM and all are welcome to help cleanup the campus.

S. RECEIVE AND FILE ITEMS

Mayor Powell opened the floor to public comments.

Seeing no requests to speak, Mayor Powell closed the floor to public comment.

A motion was made by Mayor Pro Tem Burton, seconded by Mayor Powell, that this item be received and filed. The motion carried by the following vote:

Aye: 5 - Powell, Burton, D'Errico, Lesser and Howorth

9. Financial Reports: [15-0086](#)
- a) Schedule of Demands: February 26, 2015
 - b) Investment Portfolio for the Month Ending January 31, 2015
 - c) Financial Reports for the Month Ending January 31, 2015
(Finance Director Moe).

RECEIVE AND FILE

Attachments: [Schedule of Demands for February 26, 2015](#)
[Investment Portfolio for the Month Ending January 31, 2015](#)
[Financial Reports for the Month Ending January 31, 2015](#)

This item was received and filed.

T. ADJOURNMENT

At 8:31 PM Mayor Powell adjourned the March 17, 2015, Regular City Council Meeting to the April 7, 2015, 5:00 PM Adjourned Regular City Council Meeting (Closed Session) followed by the 6:00 PM Regular City Council Meeting in the City Council Chambers in said City.

Councilmember Howorth announced that she is unable to attend the April 7, 2015, City Council Meeting.

Matthew Cuevas
Recording Secretary

Wayne Powell
Mayor

ATTEST:

Liza Tamura
City Clerk

Agenda Date: 4/7/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Mark Leyman, Director of Parks and Recreation
Martin Betz, Cultural Arts Manager

SUBJECT:

2015 Sculpture Garden Finalists (Parks and Recreation Director Leyman).

APPROVE

RECOMMENDATION:

Staff recommends City Council review and approve the following entries recommended by the Cultural Arts Commission for the 2015 Sculpture Garden:

1. *Butterfly* by Patricia Vader
2. *Monolith Rocketship* by Jimmy Descant
3. *Egrets Take Flight* by Margaret Lazzari/Lauren Evans
4. *Dragon Tales* by Randall Art Ranch
5. *Presbyoris Zeppelinus (Archimedes' Goose)* by Arnold Martin
6. *Puff of Wind -Wherever Whenever* by Asher Kelman
7. *Wind Advisory* by Mark Wholey (Alternate)
8. *Kites* by Cat Chui Phillips (Alternate)

FISCAL IMPLICATIONS:

If the recommendations are approved, the General Fund would incur approximately \$3,700 of in-kind costs in the form of Public Works personnel installing the artworks. The program's \$18,000 budget would be supported through the Public Art Trust Fund.

In December 15, 2009, Resolution #6237 was approved by City Council and \$100,000 of the Public Art Trust Fund was designated for the Sculpture Garden. The current designated balance is \$28,849.56. If all six sculptures are approved, the 2015 exhibition cost would be \$18,000 leaving a committed balance of \$10,849.50.

BACKGROUND:

As part of the City's 2002 Work Plan, Council directed the Cultural Arts Commission to begin research and create a proposal for an Outdoor Sculpture Garden. The artworks contained in the Garden would rotate on an annual or semi-annual basis.

The purpose of the Sculpture Garden is to display a variety of public artwork in a community setting that prompt the viewer through thoughtful introspection and contemplation of a broader of public art and to bring enjoyment to our residents and visitors; and to cultivate and sustain a sense of community pride.

The Sculpture Garden's inaugural installation took place in June 2009 with seven sculptures exhibited at three sites: the Civic Plaza, Veteran's Memorial Parkway and the Metlox Plaza. Since 2009 the Sculpture Garden has had three additional exhibitions in 2010 - 2011, 2011-2012 and 2013-2014.

The open competition for 2015-2016 was released in November 2014 to all local and national artists and the entry deadline was January 9, 2015. The Parks and Recreation Department received entries from 29 artists.

DISCUSSION:

On February 10, 2015, the Cultural Arts Commission reviewed all 29 entries and selected eight sculptures, six finalists and two alternates that captured the Sculpture Garden's purpose. New for 2015 will be addition of a location at the Manhattan Beach Art Center. The following eight sculptures, in no particular order, are recommended to City Council for final approval:

1. *Butterfly* by Patricia Vader
2. *Monolith Rocketship* by Jimmy Descant
3. *Egrets Take Flight* by Margaret Lazzari/Lauren Evans
4. *Dragon Tales* by Randall Art Ranch
5. *Presbyoris Zepplinus (Archimedes' Goose)* by Arnold Martin
6. *Puff of Wind -Wherever Whenever* by Asher Kelman
7. *Wind Advisory* by Mark Wholey (Alternate)
8. *Kites* by Cat Chui Phillips (Alternate)

If the City Council grants final approval for the 2015 - 2016 Sculpture Garden, staff will coordinate the two-day removal and installation schedule with Public Works. In addition, parking permits will be issued to enable the artists to park close to the sites during installation of the artwork.

CONCLUSION:

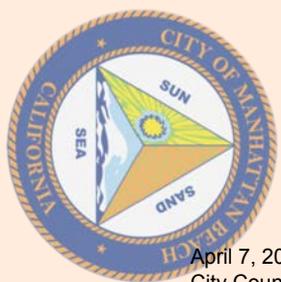
Staff recommends City Council review and approve the Cultural Arts Commission's eight sculpture recommendations for 2015-2016 Sculpture Garden.

Attachments:

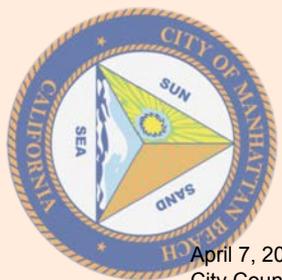
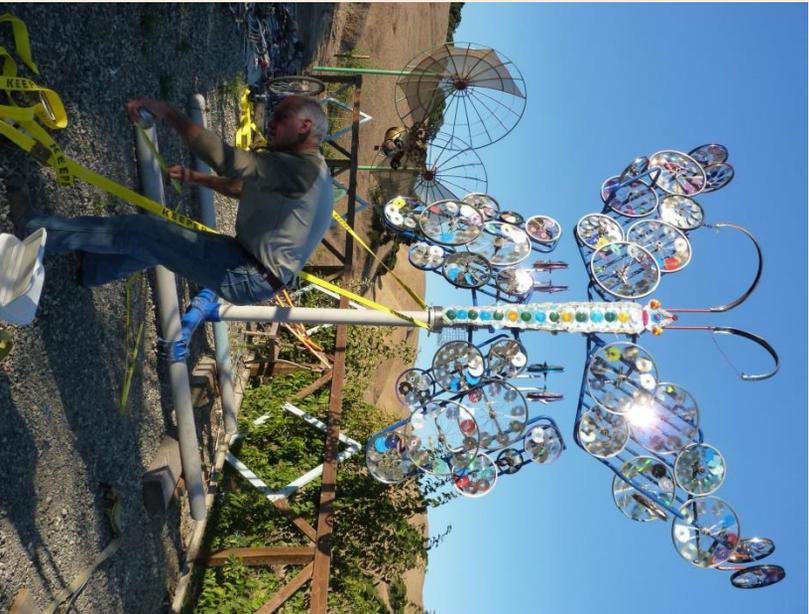
1. City of Manhattan Beach Sculpture Garden Finalists 2015
2. 2015-2016 Sculpture Garden

CITY OF MANHATTAN BEACH SCULPTURE GARDEN 2015-16

finalists

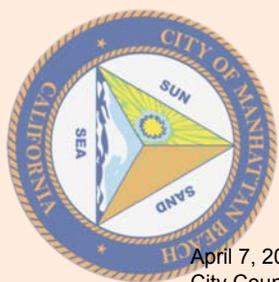


1. PATRICIA VADER *Butterfly*

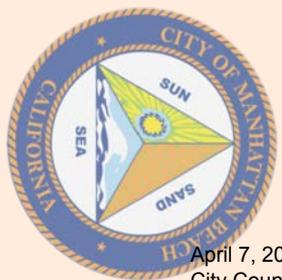
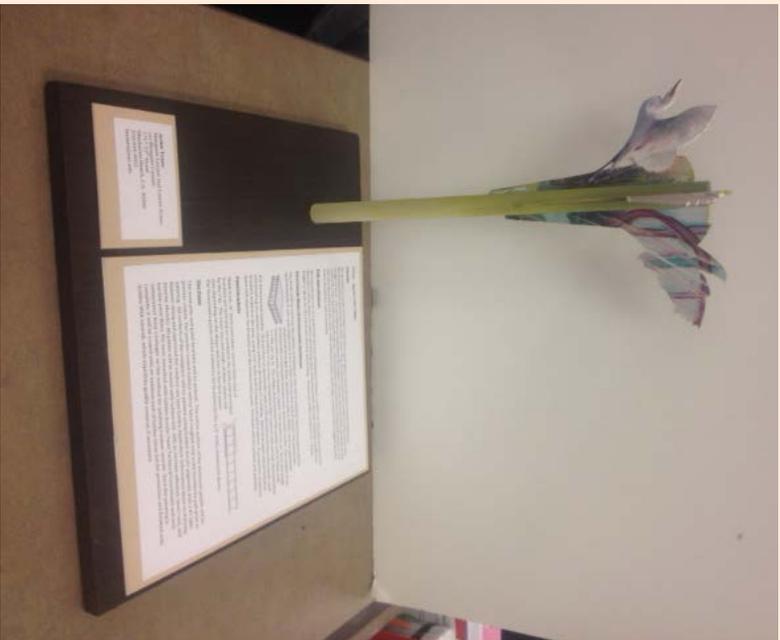


2. JIMMY DESCANT

Monolith Rocketship



3. MARGARET LAZZARI LAUREN EVANS *Egrets Take Flight*



4. RANDALL ART RANCH

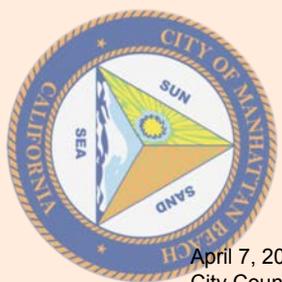
RICK RANDALL

JAYDON STERLING-RANDALL

Dragon Tales



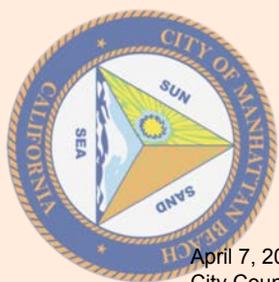
5. ASHER KELMAN *Puff of Wind – Wherever Whenever*



6. ARNOLD MARTIN

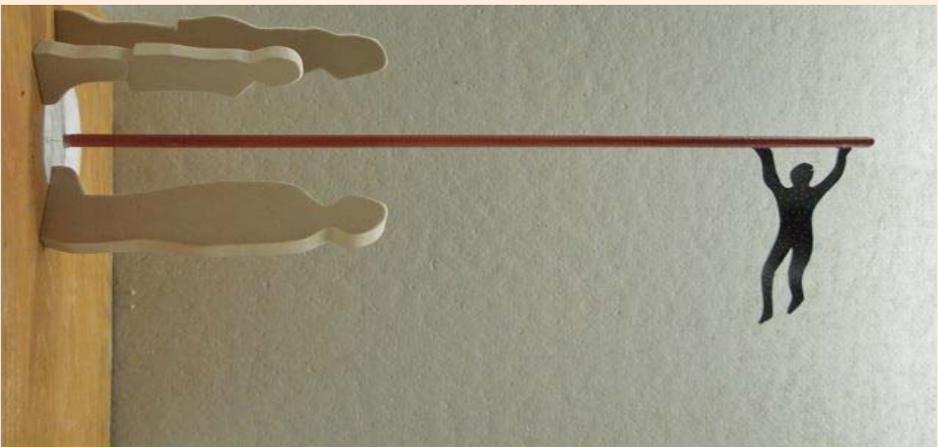
Presbyornis Zepelinus

(Archimedes' Goose)

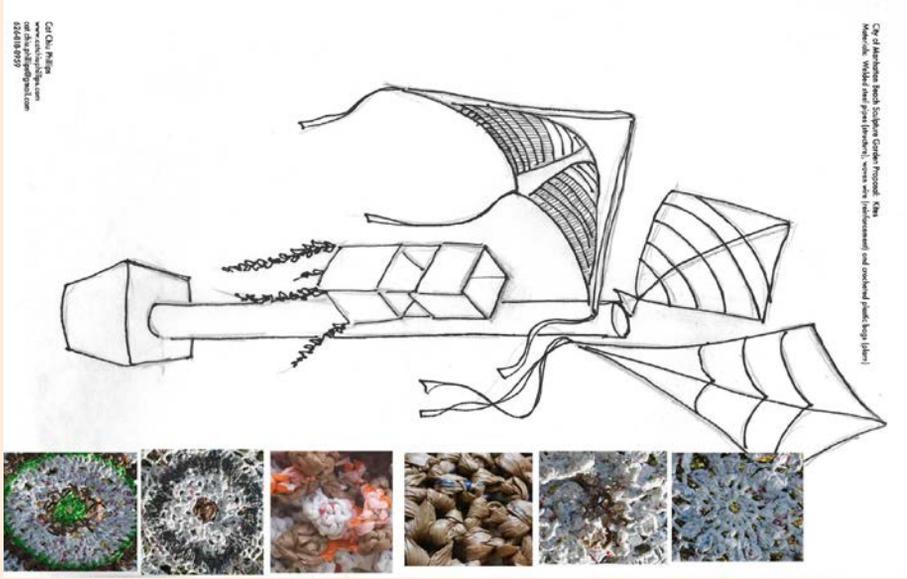


7. MARK WHOLEY

Wind Advisory



8. CAT CHIU PHILLIPS *Kites*





ABOUT THE SCULPTURE GARDEN PROGRAM

2015 to 2016 celebrates the Sculpture Garden Program's fifth temporary one-year exhibition. The City Council's directive to initiate the Sculpture Garden Program has brought art into the community's daily life. The City's vision for the Sculpture Garden is to enhance the community setting by displaying a variety of inspiring artworks. The sculptures will attract viewers and invite dialogue while offering an opportunity to gain understanding and awareness of the visual arts through open access and educational material.

The Cultural Arts Commission serves as an advisory committee and implements programs approved by City Council. The Commission is an advocate of the power art has in creating opportunities for Cultural tourism, economic development, and image building. Cultural and artistic resources enhance the quality of life for individuals living in, working in, and visiting the city.

The Sculpture Garden Program is supported by the City's Public Art Trust Fund. The Trust Fund is funded by a 1% development fee and does not impact the general fund.

GOALS

To create a successful temporary Sculpture Garden Program series that will:

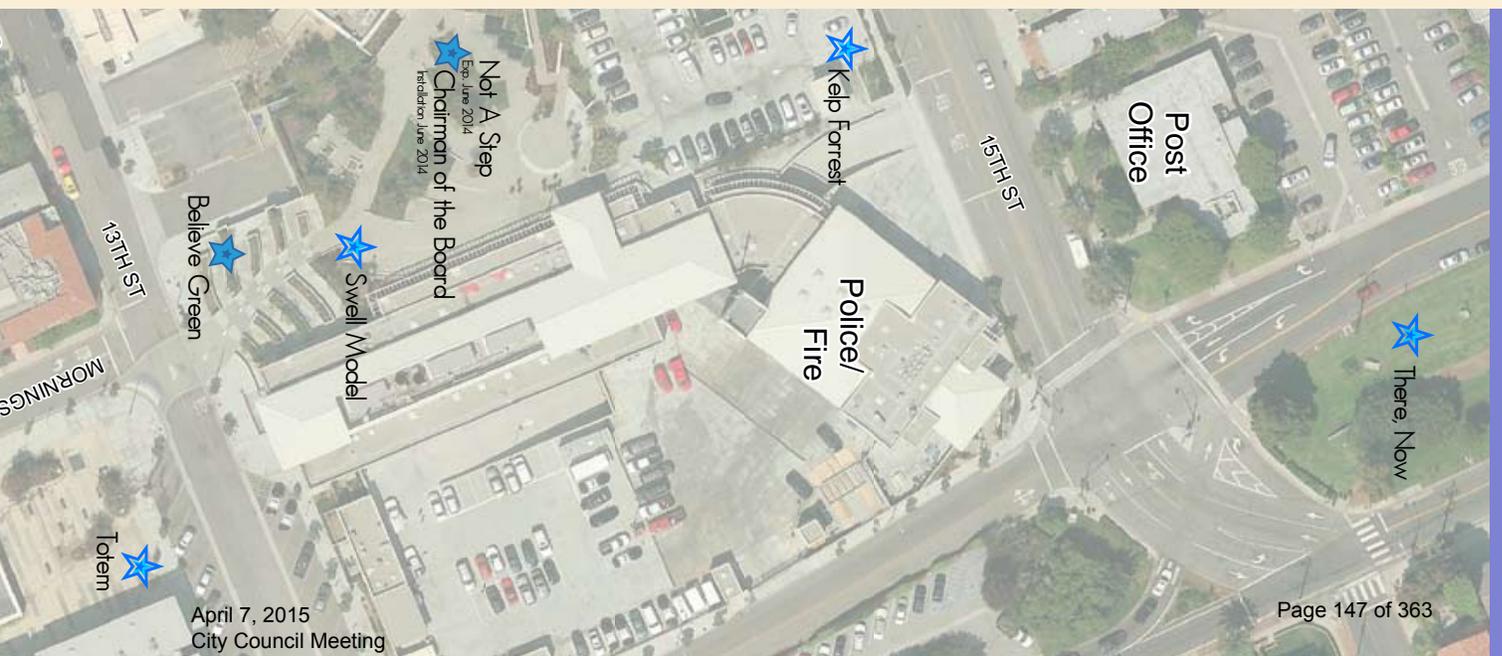
- Enhance our City with a variety of unique original artwork
- Be an expression of our theme relating to Manhattan Beach
- Fit the criteria of the Public Art Master Plan

LOCATIONS

The completed art work will be prominently displayed at the

- Civic Center Plaza
 - Metlox 13th Street Square
 - Veteran's Parkway
 - Manhattan Beach Art Center entry way
- *NEW for 2015 - 2016**

Map of Sculpture Garden



Call to Artists

Sculpture Garden

5th Annual

CITY OF MANHATTAN BEACH

VETERANS PARKWAY • CIVIC CENTER PLAZA • METLOX 13TH STREET SQUARE



NOT A STEP

CHRISTIAN TEDESCHI

The City of Manhattan Beach Cultural Arts Commission is seeking artwork for the 5th Annual Sculpture Garden Exhibition.

Responding to the City Council's work plan, the Sculpture Garden Program was originated in 2009 as a temporary outdoor exhibition. This program aims to increase interest in our community for public art and offer artists a unique opportunity to showcase their original sculptural work to thousands of Manhattan Beach visitors.

SCOPE OF WORK

In winter 2016, the new series for the Sculpture Garden will be installed. The sculptures will be chosen from electronic design concepts submitted by January 9, 2015, 4:00 PM deadline. The Cultural Arts Commission will select finalists to submit a model by February 2015 the final selections will be forwarded to the City Council for final approval. The approved artists will agree to loan their artwork to the City for a 12 month period with ownership rights remaining with the artists.

Artists may choose to use the existing pole and base structure created for the previous sculptures. The City would provide a steel or aluminum pole that is 6 inches in diameter and 12-15 feet tall. The pole serves as a "trunk" for the sculpture to which the artists could securely mount or attach their art piece. If they choose this structure, the pole can be painted,

sculpted or otherwise modified to suit the artwork, provided the structural integrity is maintained. Poles will be supported by a 48-inch pre-cast concrete planter base, with the lower 2 feet of the pole inserted into the base. Artists may choose to construct their artwork around a sleeve which slips over the pole.

Artists are encouraged to be creative in their selection of materials while considering safety requirements common to publicly accessible works of art. Artwork must withstand a public and marine environment, including occasionally windy conditions, for the duration of the exhibit.

PROPOSAL

The artist applicant is requested to submit an electronic entry highlighting their work and illustrating a concept for the Sculpture Garden Program. Finalists will be asked to create a 3D model (1" = 1 foot) and sketches of their proposed sculpture and attach it to a 12" W x 12"H square mounting board. A descriptive label must be securely taped to the top of the mounting board with a short explanation of the concept, overall dimensions and proposed materials. Contact information, including name, address, phone number and email address must be securely taped on the bottom.

REQUIREMENTS

The sculpture can be any shape, form or design provided a minimum of 7 foot clearance is maintained for pedestrians to walk underneath whenever it extends beyond the base. The City engineers will review each design for safety and wind loading and recommend modifications, if necessary.

SUBMITTALS

For initial proposals please submit the following items:

- Electronic proposal to: mbetz@citymb.info
- A minimum of three images of current work
- A concept for Sculpture Garden Program.

FINALISTS

- Properly labeled 3D scale model, photographs and/or sketches
- A separate single sheet containing the following: Name, address, phone number, and email
- Description of the design concept, dimensions, materials and value
- Incomplete submittals will not be considered

ARTIST REGISTRY

To join our artist registry, please include a current resume and images of your other artwork.

ARTIST FEE

Selected artists will be compensated with an honorarium of \$3000.00 payable upon installation of artwork and submission of invoice by artist. The art work remains the property of the artist and can be sold and removed after the loan period has ended. The loan period is 12 months, commencing on the opening day of the Sculpture series. The loan period may be extended by mutual agreement. The City may elect to purchase the sculpture and has the right of refusal after the loan period has ended.

Artists who have submitted a proposal agree that the City of Manhattan Beach may display models and reproductions/images for non-commercial, educational, and promotional purpose with credit given to the Artist. The City will affix a plaque to each sculpture showing the Artist's name and title of the artwork. The Artist is responsible for insuring the artwork before and after installation. The City will provide insurance for the piece for the length of the installation.

SELECTION PROCESS

Proposals will be selected by the Cultural Arts Commission with recommendations to the City Council for approval. Criteria will include artistic merit, public safety and appropriateness of the artwork and materials used.

ELIGIBILITY

The competition is open to anyone who can complete the requirements

as specified, including the designing, fabrication and delivery of the artwork. This project is intended to be artistic in nature. No designs that include advertising, soliciting, campaigning or other promotional or commercially driven entries are eligible.

SCHEDULE

Initial proposals are due on January 9, 2014 by 4:00 PM. Late proposals will not be accepted. Submit proposals to: mbetz@citymb.info
Attn: Sculpture Garden Program

If you have any questions or need any additional information, please contact the Martin Betz Cultural Arts Manager at (310) 802-5406 or mbetz@citymb.info.



REMEMBER WHEN...

KENT KRABER

Agenda Date: 4/7/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Tony Olmos, Public Works Director
Raul Saenz, Utilities Manager

SUBJECT:

Consideration of Resolution No. 15-0013 Approving and Adopting the Green Streets Policy As Required by Law (Public Works Director Olmos).

ADOPT

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 15-0013 to approve Green Streets Policy.

FISCAL IMPLICATIONS:

The cost of future City Public Right-of-Way Capital Improvement Projects will increase to accommodate construction of stormwater retention facilities that comply with the National Pollutant Discharge Elimination System (NPDES) Permit.

BACKGROUND:

On November 8, 2012, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted the fourth NPDES Permit under the Federal Clean Water Act for discharges from the municipal separate storm sewer systems (MS4) within the coastal watersheds of Los Angeles County (Permit). The Permit became effective on December 28, 2012. The Permit identifies conditions, requirements and programs that municipalities must comply with to protect regional water resources from adverse impacts associated with pollutants in stormwater and urban runoff.

The City of Manhattan Beach is a named Permittee subject to the Permit. A condition of Regional Board approval of the Enhanced Watershed Management Program (EWMP) is that all participating Permittees must establish and implement a "Green Streets Policy" and include reference to it in the City's Municipal Code (*Title 5 - Sanitation and Health, Chapter 5.84 - Storm Water and Urban Runoff Pollution Control*).

DISCUSSION:

The City of Manhattan Beach is pursuing the development and implementation of a EWMP consistent with the Permit and in cooperation with the cities of Hermosa Beach, Redondo Beach and Torrance along with the Los Angeles County Flood Control District. As required by the Permit, a draft EWMP plan will be submitted to the Regional Board for review by June 28, 2015. A condition of Regional Board approval of the EWMP is that all participating Permittees must have Low Impact Development (LID) Ordinances and Green Street Policies enacted by the time of the draft EWMP submittal.

LID is an approach to new development and redevelopment projects that work to manage stormwater as close to its source as possible. LID employs structural features, such as bioretention facilities, rain gardens, vegetated rooftops, rain barrels, and permeable pavements that minimize effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product. The Green Streets Policy must be referenced in the LID Ordinance. The Policy is intended to be a commitment on the part of the City to implement Green Street Best Management Practices (BMPs) on street and roadway projects, and public works capital improvement projects to the maximum extent practicable.

The Draft Green Street Policy

The following summarizes key features of the draft Policy:

- Applies to the following types of projects:
 - New public and private street construction projects that include 10,000 square feet or more of impervious surface area.
 - Redevelopment of streets resulting in the creation or replacement of 5,000 square feet or more of impervious surface area on an already developed site.
- Utilizes the County of Los Angeles Low Impact Development Standards Manual as the design reference for selected Green Street BMPs.
- Use of the EWMP to identify opportunities for Green Street BMP retrofits.
- Incorporates stormwater mitigation provisions in street and road development and redevelopment projects.
- Incorporate aspects of Green Streets into internal annual staff training of targeted staff.

At their request, a draft copy of the Green Street Policy was submitted to the Regional Board for their review and input prior to City Council adoption to assure that the City is compliant with the Permit. Based on discussions with the Regional Board, staff anticipates Regional Board approval of the draft Green Street Policy. It is anticipated that if Regional Board has any comments, they will be minor and easily incorporated before the Green Street Policy is enacted.

POLICY ALTERNATIVES:

The Green Street Policy is regulation driven as a compliance requirement of the current NPDES Permit under the Federal Clean Water Act for discharges from the municipal separate storm sewer systems. Given the prescriptive nature of the regulation, the City is not at liberty to customize an alternate Green Street Policy.

PUBLIC OUTREACH/INTEREST:

City Staff involved in private and public development and redevelop construction projects will be provided training on the key elements of the Green Street Policy in order to provide assistance to developers and consultants through the permit approval process.

Supplemental information will also be provided to developers and consultants in the form of an information memo, in addition to them with the City's website address that directs them to the Green Street Policy.

CONCLUSION:

Staff recommends that the City Council approve Resolution No. 15-0013 and adopt Green Streets Policy.

Attachment:

1. Exhibit A - Resolution No. 15-0013

RESOLUTION NO. 15-0013

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A GREEN STREETS POLICY

RECITALS

1. On November 8, 2012, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted the fourth NPDES Permit under the Federal Clean Water Act for discharges from the municipal separate storm sewer systems (MS4) within the coastal watershed of Los Angeles County (Permit). The Permit became effective on December 28, 2012. The Permit identified conditions, requirements and programs that municipalities must comply with to protect regional water resources from adverse impacts associated with pollutants in stormwater and urban runoff.
2. The City of Manhattan Beach (City) is a named Permittee subject to the permit. A condition of Regional Board approval of the Enhanced Watershed Management Program (EWMP) is that all participating Permittees must establish and implement a "Green Streets Policy" and include a reference to it in the City's Municipal Code. Additionally, all participating Permittees must have Low Impact Development (LID) ordinances and Green Street Policies enacted by the time of the draft EWMP submittal.
3. The City is pursuing the development of an EWMP consistent with the Permit and in cooperation with the cities of Hermosa Beach, Redondo Beach and Torrance along with the Los Angeles County Flood Control District.
4. Green Streets are enhancements to street and road projects to improve the quality of storm water and urban runoff through the implementation of infiltration measures such as bioretention and infiltration trenches and dry wells; bio-treatment/infiltration measures such flow-through planters and vegetated swales; treatment Best Management Practices (BMPs) such as catch basin filters and screens; and implementing and maintaining xeriscaped parkways and tree lined streets.

NOW, THEREFORE, THE MANHATTAN BEACH CITY COUNCIL HEREBY DETERMINES, FINDS AND RESOLVES AS FOLLOWS:

Section 1. The City Council hereby adopts as its Green Streets Policy as shown in Exhibit "A," attached hereto and incorporated herein by this reference.

Section 2. The City Council hereby directs the Public Works Director to implement Green Streets for: (1) New public and private street and road construction or private development projects that include street and road construction of 10,000 square feet or more of impervious surface area; and (2) Redevelopment of streets and roads that results in the creation, addition or replacement of 5,000 square feet or more of

impervious surface area on an already developed site following the City's Green Streets Policy, as show in Exhibit "A" which is based on the USEPA's Wet Weather with Green Infrastructure guidance (December 2008 EPA-833-F-08-009).

Section 3. Routine maintenance including but not limited to slurry seals, grind and overlay and reconstruction to maintain original line and grade are excluded from the Green Street Policy.

Section 4. The Public Works Director is authorized to make non-substantive changes to the City's Green Streets policy consistent with the requirements of the MS4 Permit.

Section 5. The adoption of this Resolution and the timing thereof is mandated by the action of the Los Angeles Regional Water Quality Control board ("LARWQCB"). In this case, the City is acting at the direction of the LARWQCB and federal law to protect, maintain, restore and enhance natural resources and the environment. To comply with the requirements of the LARWQCB, the City Council determines that the Green Streets Policy will not have a significant effect on the environment, and finds that the adoption of this Ordinance is categorically exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15307 and 15308.

Section 6. At a Council Meeting held on April 7, 2015, the City Council determined that the public interest and necessity justify the adoption of the Green Street Policy.

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

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Manhattan Beach City Council on April 7, 2015.

Ayes:
Noes:
Absent:
Abstain:

Mayor Wayne Powell
City of Manhattan Beach

ATTEST:

City Clerk

EXHIBIT “A”
MANHATTAN BEACH GREEN STREETS POLICY

Purpose

It is the policy of the City of Manhattan Beach (City) to implement Green Street Best Management Practices (BMPs) as elements of street and roadway projects including public works capital improvement projects to the maximum extent practicable. This policy is implemented to demonstrate compliance with the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, Order No. R4-2012-0175, NPDES Permit No. CAS004001 effective December 28, 2012, and any amendment thereto (Municipal Stormwater Permit).

Green Streets are amenities that provide multiple benefits including water quality improvement, groundwater replenishment, attractive streetscapes, traffic calming, pedestrian and bicycle accessibility, reduction in the heat island effect, and creation of linear or pocket parks. Green streets can incorporate a wide variety of design elements and techniques including the minimization of impervious area through reduction in street width and the application of permeable pavements, street trees and landscaped medians, bioretention, vegetated swales, biofiltration, and/or storage of stormwater. Application of green techniques encourages stormwater contact with soil and vegetation to facilitate natural pollutant removal processes as well as retention and/or infiltration of stormwater to reduce runoff.

Policy

- A. Application. The City will require the application of Green Street strategies consistent with USEPA guidance regarding Managing Wet Weather with Green Infrastructure—Green Streets (December 2008 EPA-833-F-08-009) to the maximum extent practicable for the following types of projects:
1. New public and private street and road construction or private development projects that include street and road construction of 10,000 square feet or more of impervious surface area;
 2. Redevelopment of streets and roads that results in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site.

The term “street and road construction projects” applies to projects that are standalone street, road, highway or freeway projects and also applies to such projects within larger projects.

Routine maintenance (as defined in the Municipal Stormwater Permit) and linear utility projects are excluded from these requirements. Routine maintenance includes slurry seals, repaving, and reconstruction of the road or street where the original line and grade are maintained. It also includes road shoulder work, regrading of dirt or gravel roadways and shoulders, and performing ditch cleanouts.

- B. Benefits. The City will consider opportunities to improve stormwater quality, eliminate non-stormwater runoff, replenish groundwater, create attractive streetscapes, and provide pedestrian and bicycle accessibility and safety through new development and redevelopment of streets and roadway projects and related capital improvement projects.

- C. Best Management Practice (BMP) Selection and Design Standard. The most recent version of the County of Los Angeles Low Impact Development Standards Manual will serve as the design reference for selected Green Street BMPs. The Director of Public Works has final authority in decisions regarding project/site-specific technical feasibility for selected BMPs.

- D. Runoff Capture Design Goal. This policy establishes a minimum runoff capture design goal of the runoff produced from a 0.25 inch, 24-hour storm event for green street projects. Designers should pursue greater volume mitigation at project sites where it is practical. Project area is defined as the boundary of proposed improvements (construction/reconstruction) within the City of Manhattan Beach right of way. For new median construction/reconstruction projects, the project boundary is limited to the area that is being reconstructed. New pervious areas within the project area such as open space, medians, and parkway can be used as credit toward the capture goal. Project areas are not expected to accommodate offsite tributary runoff. Although maintenance projects are exempt from the Green Street Policy, the engineer/planner is encouraged to consider LID features where the conditions are favorable.

- E. Retrofit Scope. The City will use the Beach Cities Enhanced Watershed Management Program to identify opportunities for green street BMP retrofits. Final decisions regarding implementation will be determined by the Director of Public Works based on the availability of adequate funding.

- F. Training. The City of Manhattan Beach will incorporate aspects of green streets into internal annual staff training of targeted staff.

Agenda Date: 4/7/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Tony Olmos, Public Works Director
Juan Price, Maintenance Superintendent
Karen Domerchie, Senior Management Analyst

SUBJECT:

Approve Consultant Agreement with Nonzero\Architecture for Architectural and Engineering Design Services for the Rehabilitation of the Manhattan Beach Pier, Pier Roundhouse and Pier Comfort Station in the Amount of \$155,400 and Authorize City Manager to Execute Consultant Agreement (Public Works Director Olmos).

APPROVE

RECOMMENDATION:

Staff recommends that City Council:

- 1) Approve Consultant Agreement with Nonzero\Architecture for architectural and engineering design services for the rehabilitation of the Manhattan Beach Pier, Pier Roundhouse and Pier Comfort Station in the amount of \$155,400.
- 2) Authorize City Manager to execute Consultant Agreement.
- 3) Approve a Design Contingency in the amount of \$31,800 (20%).

FISCAL IMPLICATIONS:

City Council appropriated sufficient State Pier and Parking Funds for this project as part of the fiscal year 2014-2015 Capital Improvement Plan.

BACKGROUND:

The Pier complex includes the Pier, adjoining structures and the four parking lots west of Ocean Avenue. The Manhattan Beach Pier was originally developed circa 1917. The Pier Roundhouse was constructed in 1921, rebuilt in 1992 and further renovated in 2002. The Comfort Station was also rehabilitated in 2002 in conjunction with the Roundhouse. In 1988, the City entered into an operating agreement with the State of California in which the City

assumed maintenance responsibilities for the Pier. Revenues generated through Pier parking operations fund all maintenance and operations of the Pier complex. Located at the base of the Pier, the County of Los Angeles Lifeguard Station is operated by the County of Los Angeles through a separate agreement with the State and is not included as part of this project.

The Pier Roundhouse encompasses 2,222 square feet and is currently occupied by the Oceanographic Teaching Station (OTS) and a coffee concession. The Pier Comfort Station (restroom building) forms a part of the Manhattan Beach Pier complex and is located adjacent to the base of the pier at the western terminus of Manhattan Beach Boulevard. The Pier is an integral part of the Manhattan Beach identity, and is heavily used by residents and visitors alike.

The City must periodically perform maintenance and rehabilitation to the Pier and related structures to maintain aesthetics and structural integrity. The Pier complex exists adjacent to and within the marine environment and is constantly exposed to corrosion, humidity and other ocean related stressors. The City completed evaluation and localized structural rehabilitation to the Pier pilings and beams in 2012. In addition, the condition of the Pier Roundhouse and Comfort Station were assessed as part of the 2013 Citywide Facility Assessment Study (FSA). The current project will address those items identified in the FSA requiring maintenance, repair and replacement. Additional work will be performed to address the aesthetic needs of the interior and exterior structures, Pier railings, water, wastewater and electrical utilities. Enhanced safety needs as identified by Fire and Police are also included in the scope of the project. Portions of the FSA specific to the Pier Complex is included in Attachment 1.

DISCUSSION:

City staff solicited proposals from professional engineering and architectural design services for the rehabilitative work at the Pier, the Pier Roundhouse and the Pier Comfort Station based on the FSA report prepared by Faithful + Gould, Inc.

The City received two (2) proposals on February 17, 2015. Proposals were received from Nonzero\Architecture and from Walter P. Moore. Both proposals were thorough and detailed. After review of the proposals and subsequent interviews, staff selected Nonzero/Architecture as providing the best value for this project.

Nonzero\Architecture has experience in commercial, educational, institutional, cultural and civic projects, as well as custom residential housing. They have provided architectural services in the Los Angeles area since 1990 and a large percentage of their work involves the rehabilitation of older structures, as well as the renovation and restoration of existing buildings.

Walter P. Moore is also a well-qualified firm. However, during review of their proposal and conversations during their interview, it became clear that the firm preferred to work on larger more technical projects and were determined to not be the best fit for this project.

The comprehensive scope of work for Nonzero\Architecture is included in Attachment 2. In summary, the Pier Roundhouse, Pier railings, and Pier comfort station will receive varying degrees of repair and rehabilitation, with the comfort station undergoing major renovation. Restoration of the mosaic tile art element at the shower area is also included in this project. The Roundhouse will require window and door work, door and window hardware, restroom renovation, electrical and some roofing and structural work.

Water and wastewater conveyance systems will be replaced in their entirety, and the wastewater pump station will be upgraded to accept a specialized grinding pump to enhance reliability.

PUBLIC OUTREACH/INTEREST:

Staff has met with OTS board members and the concessionaire to discuss the project scope and both parties were supportive of the project.

Upon award, planning meetings will be scheduled to ensure that any potentially impacted stakeholders (OTS, LA County Lifeguard, LA County Beaches and Harbors, MBPD, MBFD, DTBA, etc.) are in attendance at a project introductory meeting. One or more community meetings will be held, as needed, to advise the public of the scope of work and scheduling at the appropriate time, typically at the programming stage.

PROJECT TIMELINE:

It is anticipated that the architectural and engineering design documents will be completed and construction permits obtained by late Summer 2015. Request for Bids for construction will be issued immediately thereafter. Construction would begin early Fall 2015, and anticipated construction completion would be mid-May 2016. Final schedules will be developed with Nonzero\Architecture to ensure the overarching goal of minimized disruption and maximum allowable accessibility is maintained to Pier Complex users.

CONCLUSION:

A FSA of the Pier complex was completed in September 2013, indicating that significant work is required at these facilities. Major renovations have not been undertaken since 2002 (Pier Roundhouse & Pier Comfort Station), and facilities have deteriorated due to exposure to the marine environment and heavy use. Therefore, staff recommends approval of Consultant Agreement with Nonzero/Architecture in the amount of \$155,400 for completion of the contract documents for this project.

Attachments:

1. Faithful+ Gould FSA Report Pier Complex
2. Professional Services Agreement

Citywide
Facility Condition Assessment

Report of
Facility Condition Assessment

For
City of Manhattan Beach
Pier Roundhouse and Comfort Station
100 Manhattan Beach Boulevard, Manhattan Beach, CA



*September 18, 2013
(Rev B)*

Provided By:

Faithful+Gould, Inc.

Provided For:



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SECTION 1 - EXECUTIVE SUMMARY

INTRODUCTION

In accordance with the agreement held between City of Manhattan Beach, dated May 9, 2013 and Faithful+Gould Inc, this completed report provides a comprehensive Facility Condition Assessment of the Pier Roundhouse and Comfort Station located at 100 Manhattan Beach Boulevard, Manhattan Beach, CA (The Facility). The facility consisted of the following buildings:

-  Pier Roundhouse
-  Pier Comfort Station

This report provides a summary of the facility information known to us at the time of the study, the scope of work performed, an equipment inventory, evaluation of the visually apparent condition of the Property and an expenditure forecast of expenditures anticipated over the next 10 years. The expenditure forecast does not account for typical planned maintenance items such as changing filters to fan coil units and only considers deficiencies above a \$500 aggregated value.

Our cost rates to produce life cycle and replacement cost estimates are based on our knowledge of the local regional market rates. Our line item costs assume that the work will be undertaken by either in-house or by direct sub-contract labor. If the work is procured through public general contractor bids, we recommend budgeting for additional project costs of between 25%-30% to allow for professional fees and general contractor overhead/profit and management costs.

Charts EX-1 through to EX-4 provide a summary of the anticipated primary expenditures over the 10 year study period. Further details of these expenditures are included within each respective report section and within the 10 year expenditure forecast, in Appendix A.

The report also calculates the Facility Condition Index (FCI) of each building based upon the calculated FCI. Further discussion of the Facility Condition Index is detailed in the sections below. The FCI does not include the general site systems, however we have still included repair and replacement costs so that they can be represented in the study.

This report was completed in general accordance with the ASTM E2018-08 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process.

PROJECT DETAILS

On May 17, 2013, Mr. Richard Needler of Faithful+Gould visited the facility to observe and document the condition of each building and the site components. During our site visit, Faithful+Gould was assisted by Mr. Doug Foster, Senior Facilities Maintenance Technician for the City of Manhattan Beach.

Overview of the Buildings at the Facility



— Assumed site boundary

BUILDING SUMMARY

Table EX-1 Facility Details

| | | | |
|--------------------------------------|---|---|--------------------------------|
| BUILDING NAME: | Pier Roundhouse | LAT/LONG: | 33° 53' 13" N / 118° 24' 52" W |
| ADDRESS: | 100 Manhattan Beach Boulevard, Manhattan Beach, CA 90266 | OCCUPANCY STATUS: | |
| HISTORIC DISTRICT: | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | OCCUPIED <input checked="" type="checkbox"/> VACANT <input type="checkbox"/> PARTIALLY <input type="checkbox"/> | |
| HISTORIC BUILDING: | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> | GROSS SQUARE FOOTAGE OF BUILDING: 2,222 | |
| GROSS SQUARE FOOTAGE OF LAND: | 35,190 (estimated) Whole Facility | YEAR OF CONSTRUCTION: 1921; Reconstructed 1992; Renovated 2002 | |
| CURRENT REPLACEMENT VALUE: | \$606,606 Estimated | BUILDING EUL: 100+ Years | |
| BUILDING USE: | Recreation | BUILDING RUL: 80+ Years | |
| NUMBER OF STORIES: | 1 | | |

BUILDING DESCRIPTION

The Pier Roundhouse is part of the Manhattan Beach Pier facility and is located at the west end of the pier projecting into the Pacific Ocean, acting at the terminus of Manhattan Beach Boulevard. We understand that the pier was developed between 1917-1920 and the Pier Roundhouse was reportedly originally constructed in 1921, rebuilt in 1992 and further renovated in 2002.



The building has a steel and wood superstructure, enclosed with cementitious stucco cladding. The sloped roof covering is clay tile. The main floor of the facility is the pier's reinforced concrete deck, framing and piles, with a wood-framed mezzanine level. Windows are typically wood framed double hung-type units and doors are single- and double-leaf flush metal and glazed wood units; roll-down storm protection shutters are provided. The interior finishes include sealed concrete and carpeted floors, painted and ceramic tiled walls and painted gypsum board and acoustical tiled ceilings.



The building heating/cooling is provided by two electric fan-coil units; supplemental cooling is provided by a window-type air conditioner. Domestic hot water is provided by a 10 gallon electric water heater. The electrical system is supplied under the pier from a 400-amp electrical main distribution panel with meter located in the Comfort Station electrical room. The lighting is typically surface mounted fluorescent lamp fixtures. A hydraulic wheelchair lift provides access to the mezzanine level. A wet-pipe fire sprinkler system with water flow monitoring alarm is provided; an electronic security system or emergency generator are not provided.

Table EX-2 Facility Details

| | | | |
|--|---|---|---|
| BUILDING NAME: | Pier Comfort Station | LAT/LONG: | 33° 53' 04" N / 118° 24' 44" W |
| ADDRESS: | 100 Manhattan Beach Boulevard, Manhattan Beach, CA 90266 | OCCUPANCY STATUS: | |
| | | OCCUPIED <input checked="" type="checkbox"/> VACANT <input type="checkbox"/> PARTIALLY <input type="checkbox"/> | |
| HISTORIC DISTRICT: | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | HISTORIC BUILDING: | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| GROSS SQUARE FOOTAGE OF BUILDING: | 1,280 | GROSS SQUARE FOOTAGE OF LAND: | 35,190 (estimated) Whole Facility |
| CURRENT REPLACEMENT VALUE: | \$256,000 Estimated | YEAR OF CONSTRUCTION: | 1992 |
| | | BUILDING EUL: | 100+ Years |
| | | BUILDING RUL: | 80+ Years |
| BUILDING USE: | Recreation | NUMBER OF STORIES: | 1 |

BUILDING DESCRIPTION

The Pier Comfort Station building forms a part of the Manhattan Beach Pier facility and is located at the east end of the pier, at the terminus of Manhattan Beach Boulevard. We understand that the pier was developed between 1917-1920 and the Pier Comfort Station was constructed prior to a 1990 renovation.

The building has wood rafter roof construction supported on the painted exterior enclosing concrete masonry walls. The sloped roof has a clay tile roof covering, draining over the roof edge, and has eight skylights. The floors are cast-in-place reinforced concrete slabs-on-grade. The building has no windows, metal gates at the restroom entrances and single-leaf flush metal doors at the electrical rooms at the east facade. The interior finishes include exposed concrete floors, painted concrete masonry and ceramic tiled walls and painted, exposed roof framing at the ceilings.

Heating, ventilation and cooling systems are not provided. Plumbing systems include domestic water supply and sanitary waste systems to restroom fixtures and showers.

The electrical system is supplied underground at 480-volts to main distribution panels in an electrical room at the east side of the building. Transformers reduce the service to 120/240-volts to a 100-amp electrical panelboard serving lighting and power needs in the building. The lighting is surface mounted LED fixtures. The building is not provided with electronic security, fire suppression or fire alarm systems.



ENVIRONMENTAL REVIEW

During the assessment period an inspection and survey to ascertain if Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP) are present at the interior and exteriors of the Pier Comfort Station only. The assessment was undertaken by Andersen Environmental and their full report can be reviewed Appendix E. A summary of results indicate the following:

The following materials were found to contain asbestos and considered ACM:

Table EX-3 Summary of Asbestos Results

| Material Description | Material Location | Condition | Asbestos Percentage | Estimated Quantity* |
|------------------------------------|-------------------|-----------|---------------------|---------------------|
| Roofing Materials (Mastic & Felts) | Roof | Good | Presumed | 1,500 |

* These quantities are only approximations

Expenditure relating to the removal of the ACM has not been provided within this report. We recommend that the abatement contractor is selected through a bidding process.

Lead-Based Paint was also identified at the Pier Comfort Station. Through sampling of several paint components the presence of LBP was indicated at or above the action level at the following locations:

- (Exterior) Metal Gate Frame
- Restroom Ceramic Green Tile (Men's & Women's)

The areas where LBP was found, it was observed to be intact (good condition). LBP components in good condition may remain in place subsequent to renovation/demolition or they may be removed intact by lead trained personnel in accordance with all applicable federal, state and local regulations. Expenditure relating to the removal of the LBP has not been provided within this report.

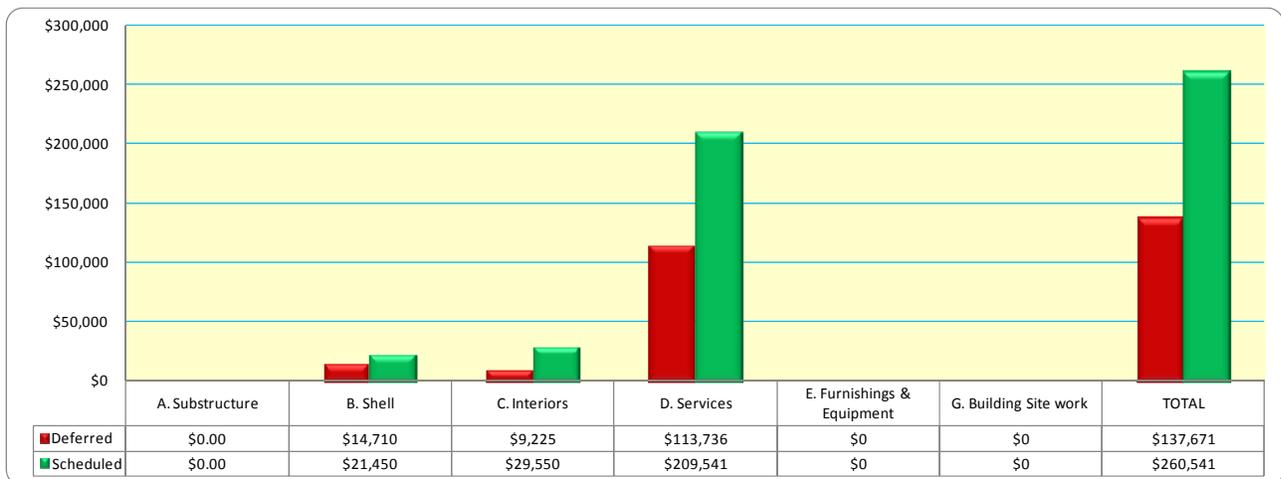
BUILDING EXPENDITURE SUMMARY

The building expenditure summary section provides an executive overview of the findings from the assessments. Charts EX-1 and EX-2 provide a summary of anticipated expenditures over the study period. Chart EX-3 provides a cursory review and assessment of the major site assets to further assist the City in understanding the condition of the facility over all. We have scheduled key findings highlighting key items of significance and their anticipated failure year. Further details of these expenditures and others are included within each respective report section and within the expenditure forecast, in Appendix A of this report.

Pier Roundhouse

The results illustrate a total anticipated expenditure over the study period of circa \$398,211.

Chart EX-1 Building Expenditure Summary^{1 & 2}



KEY FINDINGS

-  B Shell: Repaint exterior walls at an estimated cost of \$7,150 in years 2013, 2016, 2019 and 2022
-  C Interiors: Repaint interior wall and ceiling surfaces at an estimated cost of \$6,825 in years 2013, 2015, 2017, 2019 and 2021
-  D Services: Renovate restrooms at an estimated cost of \$95,000 in year 2013
-  D Services: Renovate restroom at an estimated cost of \$95,000 in 2013
-  D Services: Replace exposed sanitary service piping at an estimated cost of \$87,232 in year 2017
-  D Services: Replace exposed fire water service piping at an estimated cost of \$60,719 in year 2017

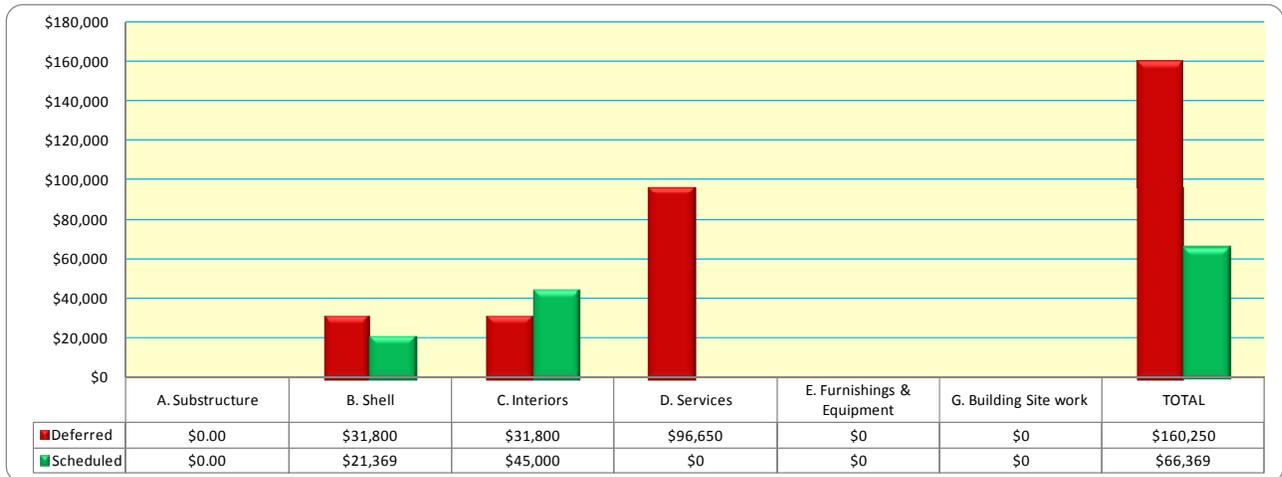
¹ All costs presented in present day values

² Costs represent total anticipated values over the 10 year study period

Pier Comfort Station

The results illustrate a total anticipated expenditure over the study period of circa \$226,619.

Chart EX-2 Building Expenditure Summary ^{1 & 2}



KEY FINDINGS

- ✚ B Shell: Repaint exterior walls at an estimated cost of \$5,850 in years 2013, 2016, 2019 and 2022
- ✚ C Interiors: Repaint interior wall and ceiling surfaces at an estimated cost of \$9,750 in years 2013, 2015, 2017, 2019 and 2021
- ✚ D Services: Renovate restrooms at an estimated cost of \$95,000 in year 2013

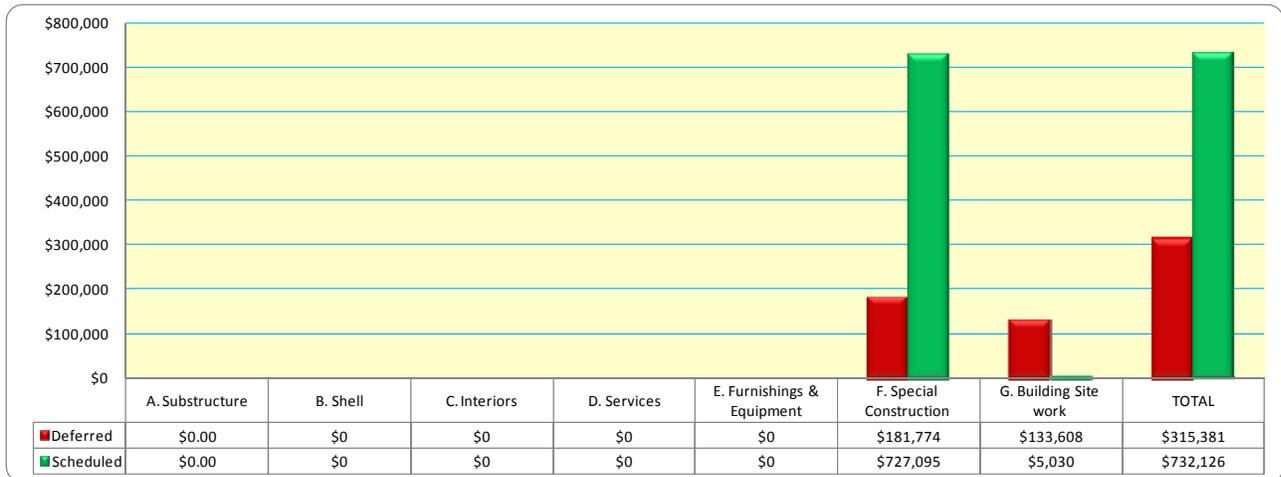
¹ All costs presented in present day values

² Costs represent total anticipated values over the 10 year study period

Site Systems

The results illustrate a total anticipated expenditure over the study period of circa \$964,707.

Chart EX-3 Site Expenditure Summary ^{1 & 2}



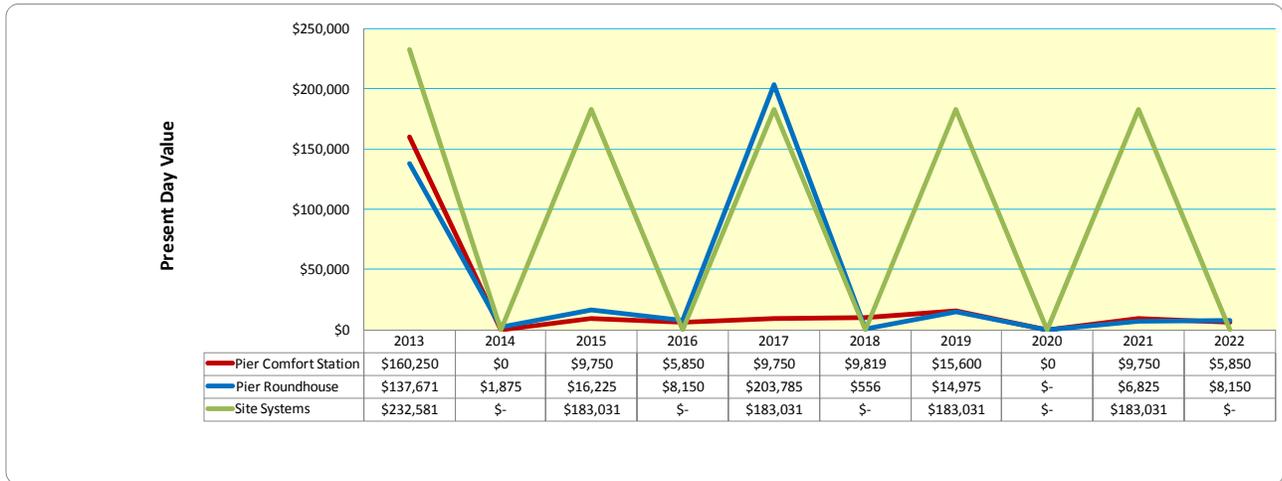
KEY FINDINGS

- ✚ F Special Construction: Maintenance repairs to the pier deck, framing and pilings at an estimated cost of \$151,774 in years 2013, 2015, 2017, 2019 and 2021
- ✚ F Special Construction: Repaint pier railings and weld repairs at an estimated cost of \$30,000 in years 2013, 2015, 2017, 2019 and 2021
- ✚ G Building Sitework: Repaint metal railings and gates at an estimated cost of \$1,258 in years 2013, 2015, 2017, 2019 and 2021
- ✚ G Building Sitework: Replace light fixtures and wiring at a combined estimated cost of \$32,400 in year 2013

¹ All costs presented in present day values
² Costs represent total anticipated values over the 10 year study period

Chart EX-4 illustrates a summary of yearly anticipated expenditures over the cost study period for each of the Pier buildings and site systems. A detailed breakdown of anticipated expenditures is contained within Appendix A of this report.

Chart EX-4 Expenditure Forecast ^{1 & 2}



¹ All costs presented in present day values
² Costs represent total anticipated values over the 10 year study period

This chart highlights significant expenditure for the Manhattan Beach Pier buildings and site systems within years 2018 and 2022 primarily due to the following systems which are expected to reach their Estimated Useful Life (EUL) and therefore due for replacement. The lines represent the total expenditure for each year, and are a useful tool to indicate the magnitude of the impending issues the buildings will face.

Pier Roundhouse

Year 2013

- ✚ Renovate restroom

Year 2017

- ✚ Interior repainting
- ✚ Replace water supply and sanitary pipe work

Pier Comfort Station

Year 2013

- ✚ Renovate restroom

Site Systems

Year 2013

- ✚ Maintenance repairs to pier deck, frame and piles
- ✚ Repaint pier railings

Year 2017

- ✚ Repair pier concrete deck, framing and pilings
- ✚ Repaint pier railings

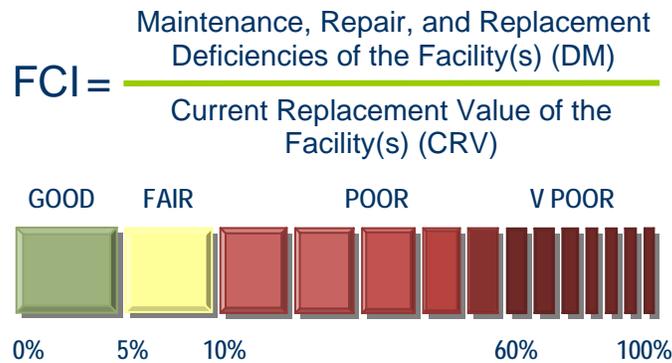
Year 2021

- ✚ Repair pier concrete deck, framing and pilings
- ✚ Repaint pier railings

INTERPRETING RESULTS

In this report we have calculated the **Facility Condition Index (FCI)** for the facility; illustrating the likely condition of the systems and equipment should the required funding not be expended over the cost study period. The FCI is used in Facilities Management to provide a benchmark to compare the relative condition of a group of facilities. The FCI is primarily used to support asset management initiatives of federal, state, and local government facilities organizations.

The FCI is the ratio of accumulated Deferred Maintenance (DM) (total sum of required and recommended works) to the Current Replacement Value (CRV) for a constructed asset calculated by dividing DM by CRV. The range is from zero for a newly constructed asset, to one for a constructed asset with a DM value equal to its CRV. Acceptable ranges vary by "Asset Type", but as a general guideline the FCI scoring system is as follows:



The FCI is a relative indicator of condition, and should be tracked over time to maximize its benefit. It is advantageous to define condition ratings based on ranges of the FCI. There are a set of ratings: GOOD (under 0.05 (under 5%)), FAIR (0.05 to 0.10 (5% to 10%)), POOR (over 0.10 (over 10%)) and V-POOR (over 0.60 (over 60%)) based on evaluating data from various clients at the time of the publication. Table EX-4 will help interpret the results:

Table EX-4 FCI Scoring System

| Condition | Definition | Score | Percentage Value |
|-----------|---|-------------------|------------------|
| GOOD | In a new or well maintained condition, with no visual evidence of wear, soiling or other deficiencies | 0.00 to 0.05 | 0% to 5% |
| FAIR | Subject to wear, and soiling but is still in a serviceable and functioning condition | 0.05 to 0.10 | 5% to 10% |
| POOR | Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life. | Greater than 0.10 | Greater than 10% |
| V-POOR | Subjected to hard or long-term wear. Has reached the end of its useful or serviceable life. Renewal now necessary | Greater than 0.60 | Greater than 60% |

If the FCI rating is 60% or greater then replacement of the asset/building should be considered instead of renewal.

Table EX-5 provides calculations of the FCI for each of the Manhattan Beach Pier buildings (excluding the site system expenditure costs); illustrating both the current condition of the buildings and the likely condition of the buildings should the required funding not be expended over the study period. The results of the study indicate that currently the buildings are similar in their condition, starting in the POOR or V.POOR condition rating, which suggest that the buildings are in a deteriorated state of condition.

Table EX-5 Facility Condition Index

| Building Name | FCI | Gross Square Foot (GSF) | CRV per GSF | Current Replacement Value (CRV) | Deferred Maintenance Value (DM) | FCI Ratio | Property Condition |
|----------------------|-------------------|-------------------------|-------------|---------------------------------|---------------------------------|-----------|--------------------|
| Pier Roundhouse | Current FCI Ratio | 2,222 | \$273 | \$606,600 | \$137,670 | 22.7% | POOR |
| Pier Roundhouse | Year 10 FCI Ratio | 2,222 | \$273 | \$606,600 | \$398,211 | 65.6% | V.POOR |
| Pier Comfort Station | Current FCI Ratio | 1,280 | \$200 | \$256,000 | \$160,250 | 62.6% | V.POOR |
| Pier Comfort Station | Year 10 FCI Ratio | 1,280 | \$200 | \$256,000 | \$226,618 | 88.5% | V.POOR |

Chart EX-5 indicates the affects of the FCI ratio per year, assuming the required funds and expenditures **ARE** made to address the identified works and deferred maintenance each year. As explained, the buildings are in a similar condition at this current time, starting in the POOR and V.POOR condition rating.

Chart EX-5 Year by Year Effects of FCI over the Study Period

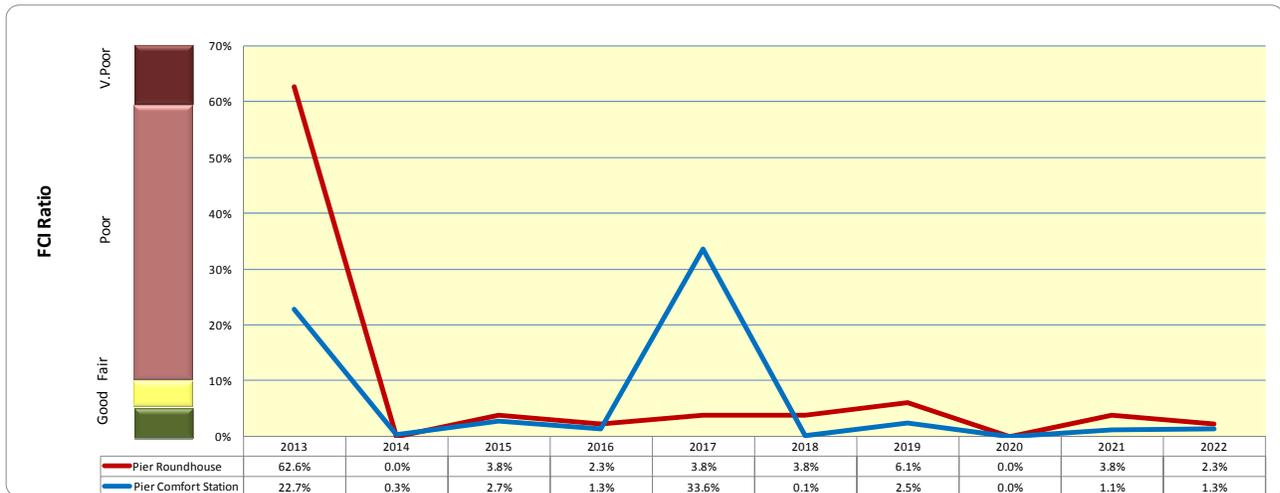
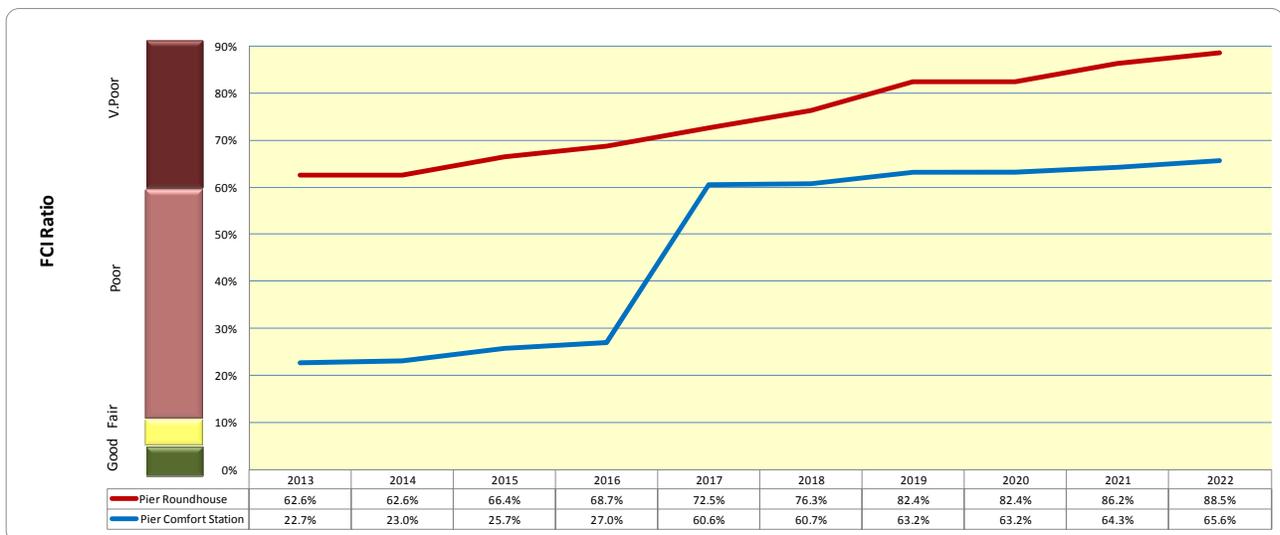


Chart EX-6 indicates the cumulative effects of the FCI ratio over the study period assuming the required funds and expenditures are **NOT** provided to address the identified actions and deferred maintenance each year. The buildings start in the POOR and V.POOR condition rating, and stay there for the entire study period.

Chart EX-6 Cumulative Effects of FCI over the Study Period



PRIORITIZATION OF WORK

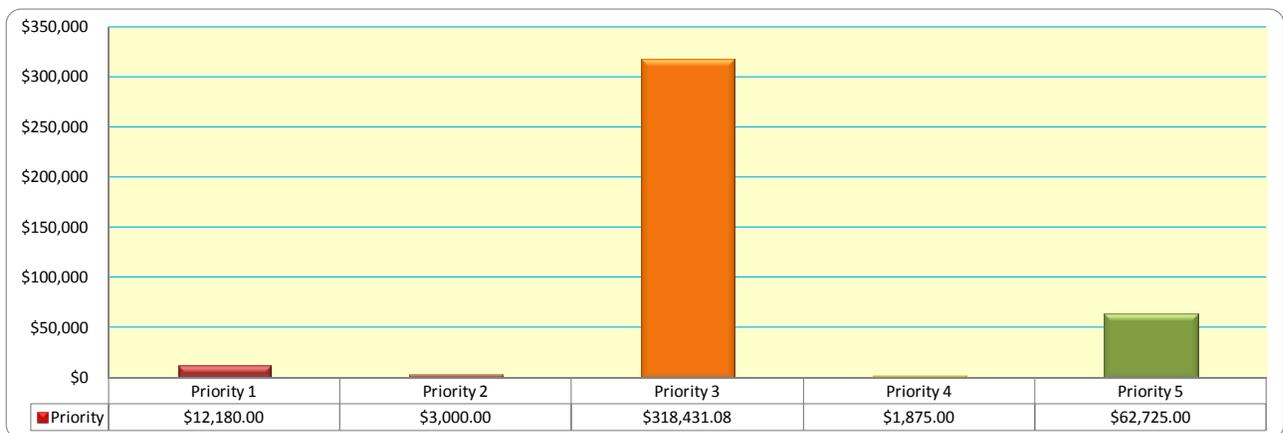
Faithful+Gould has prioritized the identified work in order to assist with analyzing the deficiencies found during the assessments. The following Priorities are shown below:



Chart EX-7 through to EX-9 illustrate the breakdown of expenditure according to the priority coding providing an opportunity to strategically plan and effectively direct funding to the highest priority for each building and the site systems.

Pier Roundhouse

Chart EX-7 Cumulative Prioritization of Work



Priority 3 appears to require the greatest amount of expenditure in this study. This category illustrates that the majority of the work which needs to be undertaken is associated with normal replacements.

Pier Comfort Station

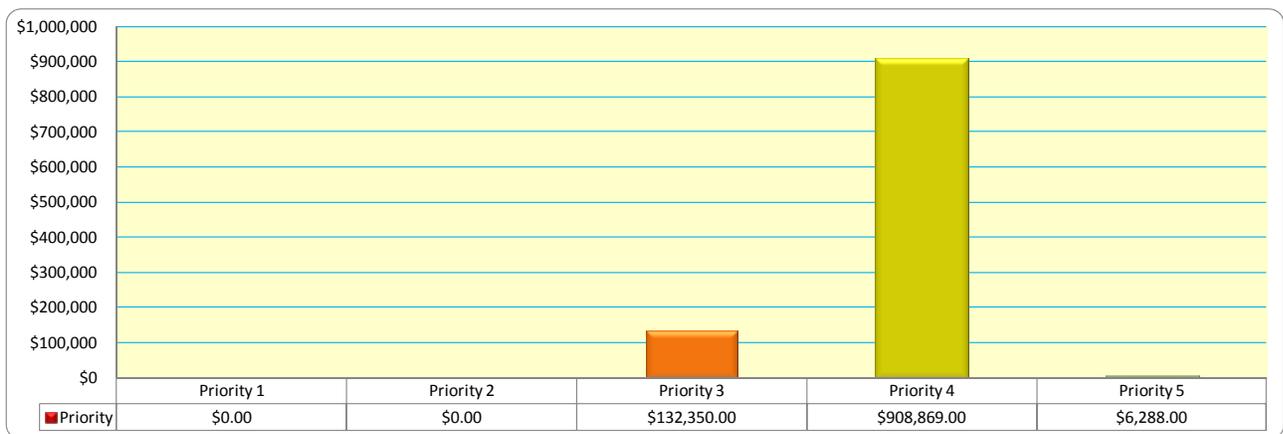
Chart EX-8 Cumulative Prioritization of Work



Priority 3 appears to require the greatest amount of expenditure in this study. This category illustrates that the majority of the work which needs to be undertaken is associated with normal replacements.

Site Systems

Chart EX-9 Cumulative Prioritization of Work



Priority 4 appears to require the greatest amount of expenditure in this study, relating to the optimal performance of the facility.

Chart EX-10 through to EX-12 illustrate the expenditure per priority code, per each year within the 10 year study period.

Pier Roundhouse

Chart EX-10 Year by Year Cumulative Prioritization of Work

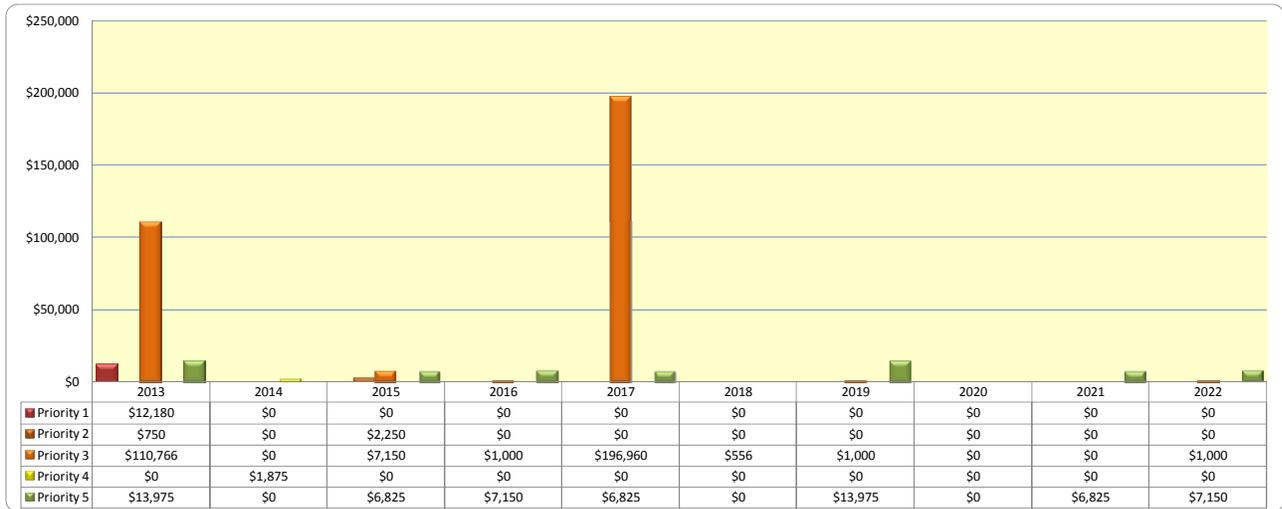


Chart EX-10 illustrates that there are two key years for Priority 3 coding in the first start of the study period.

Pier Comfort Station

Chart EX-11 Year by Year Cumulative Prioritization of Work



Chart EX-11 illustrates that there are a number of key years for Priority 5 and one main year for Priority 3 at the start of the study period.

Site Systems

Chart EX-12 Year by Year Cumulative Prioritization of Work



Chart EX-12 illustrates that there are five key years for Priority 4 coding throughout the study period.

PLAN TYPES

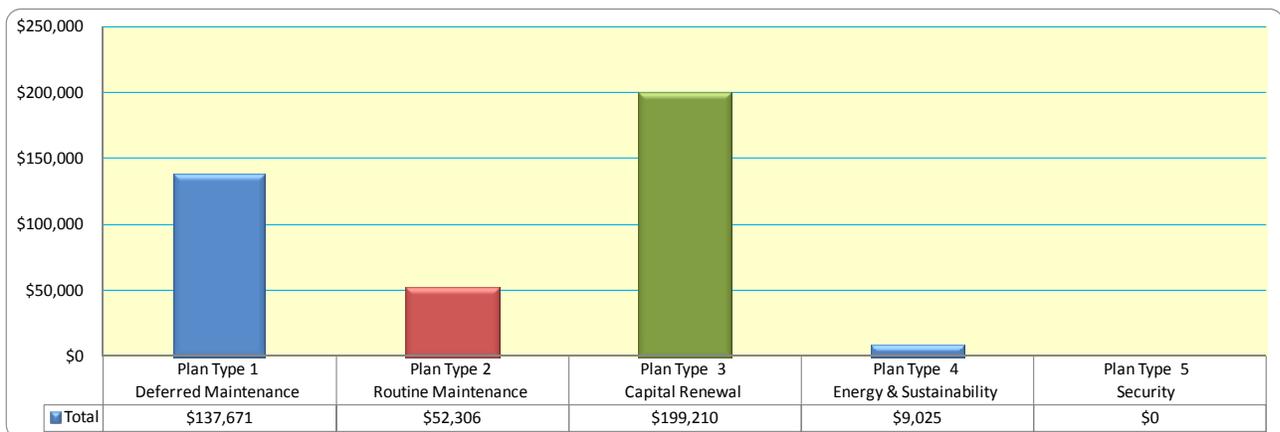
Faithful+Gould has prioritized the identified work according to the Plan Type or deficiency categories in order to assist with analyzing the deficiencies found during the assessments. The following Plan Types are shown below:

| | |
|---|--|
| Plan Type 1 Deferred Maintenance | <ul style="list-style-type: none"> •Maintenance that was not performed when it was scheduled or past its useful life resulting in immediate repair or replacement |
| Plan Type 2 Routine Maintenance | <ul style="list-style-type: none"> •Maintenance that is planned and performed on a routine basis to maintain and preserve the condition |
| Plan Type 3 Capital Renewal | <ul style="list-style-type: none"> •Planned replacement of building systems that have reached the end of their useful life |
| Plan Type 4 Energy & Sustainability | <ul style="list-style-type: none"> •When the repair or replace of equipment or systems are recommended to improve energy and sustainability performance. |
| Plan Type 5 Security | <ul style="list-style-type: none"> •When a system requires replacement due to a security risk or requirement |

Chart EX-13 through to EX-15 illustrate the amount of expenditure, per category within the 10 year study period. These figures include each of the buildings and the site systems.

Pier Roundhouse

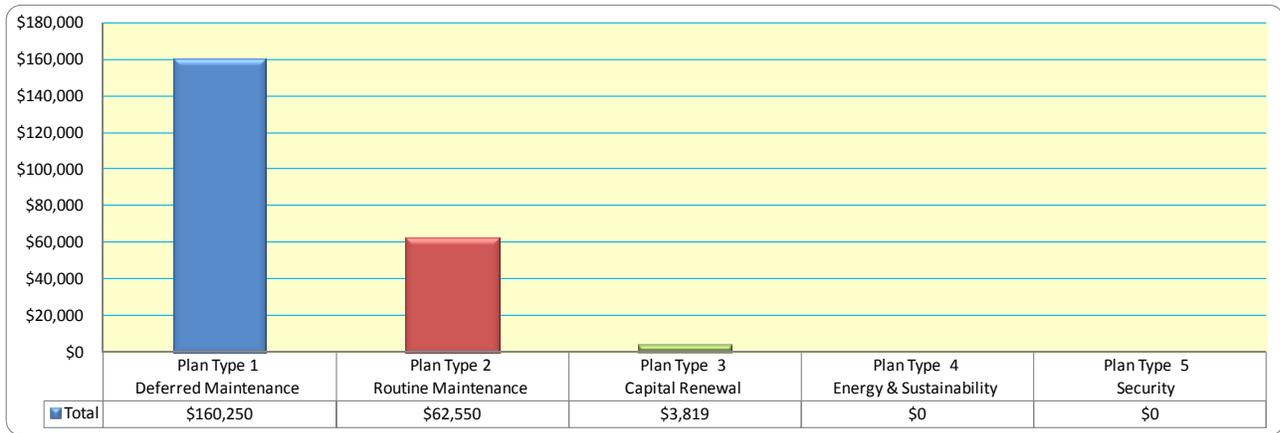
Chart EX-13 Cumulative Expenditure per Category of Works



Plan Type 3 – Capital Renewal appears to require the greatest amount of expenditure in this study.

Pier Comfort Station

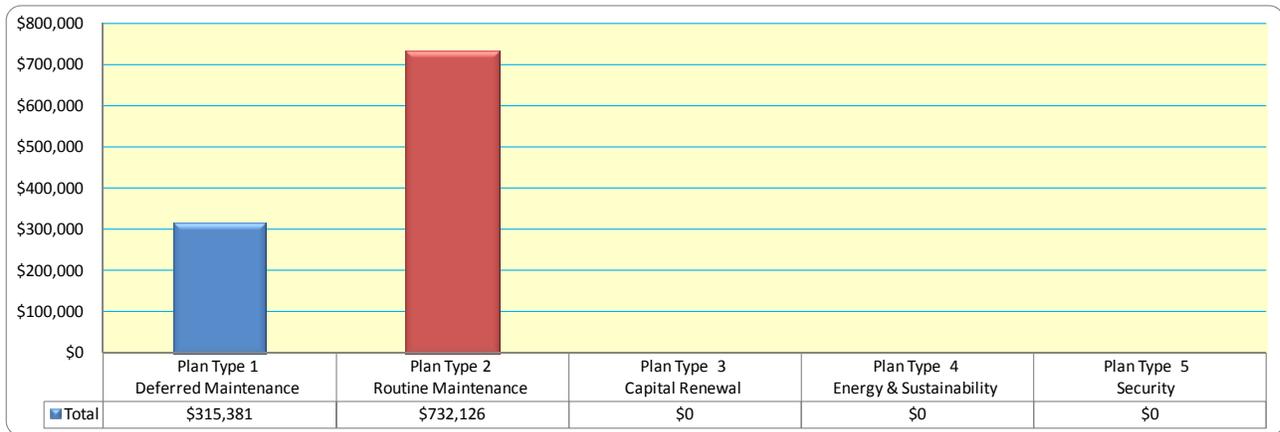
Chart EX-14 Cumulative Expenditure per Category of Works



Plan Type 1 – Deferred Maintenance appears to require the greatest amount of expenditure in this study.

Site Systems

Chart EX-15 Cumulative Expenditure per Category of Works



Plan Type 2 – Routine Maintenance appears to require the greatest expenditure in this study.

Chart EX-16 through to EX-18 illustrates the amount of expenditure, per category, per each year within the 10 year study period.

Pier Roundhouse

Chart EX-16 Year by Year Cumulative Expenditure per Category of Works



Chart EX-16 illustrates that there is one key year for Plan Type 3 – Capital Renewal, mid-term in the study period.

Pier Comfort Station

Chart EX-17 Year by Year Cumulative Expenditure per Category of Works



Chart EX-17 illustrates that there is one key years for Plan Type 1 – Deferred Maintenance.

Site Systems

Chart EX-18 Year by Year Cumulative Expenditure per Category of Works



Chart EX-18 illustrates that there are four key years for Plan Type 2 – Routine Maintenance throughout the study period.

SECTION 2 - A SUBSTRUCTURE

A10 FOUNDATIONS

DESCRIPTION

The description of the respective structural systems for each building is based upon our observation of exposed portions of the building structure and a limited number of available construction drawings for review.

A1010 STANDARD FOUNDATIONS

Pier Comfort Station

A1011 Wall Foundations

Although original construction drawings were not available for reference, it is assumed the building has been placed on conventional steel-reinforced concrete spread footings and foundation walls.

A1020 SPECIAL FOUNDATIONS

Pier Roundhouse

A1021 Pile Foundations

The building has been placed on the steel-reinforced concrete pile, beam and deck of the pier. Drawings indicating construction details for the pier were not available for reference during our assessment.

A1030 SLABS-ON-GRADE

Pier Comfort Station

A1031 Standard Slab on Grade

The floor of the building consists of cast-in-place concrete slabs-on-grade, assumed to be 4" to 5" thick and reinforced with welded wire fabric. Drawings indicating the slabs thickness, reinforcement, and design concrete compressive strength were not available for reference during our assessment.



CONDITION

A1010 STANDARD FOUNDATIONS

Pier Comfort Station

A1011 Wall Foundations

The load-bearing walls of the building did not have indications of foundational insufficiency and appeared to be in good condition. Therefore, we assume that the concrete supports are also in fair to good condition. We did observe instances of horizontal cracking which we have included for repair actions in section B2011 Exterior Wall Constructions.

A1020 SPECIAL FOUNDATIONS

Pier Roundhouse

A1021 Pile Foundations

The exterior walls and load-bearing superstructure of the building did not have indications of inadequacy and appeared to be in good condition. Therefore, we assume that the pier's load-bearing structural elements and deck are also in good condition. We do not anticipate that any actions will be necessary during the study period.

A1030 SLABS-ON-GRADE

Pier Comfort Station

A1031 Standard Slab on Grade

The cast-in-place concrete slabs of the building appeared to be in fair condition. However the slab surface has deteriorated, see section C3023 for recommendations.

PROJECTED EXPENDITURES

No projected expenditures are identified for A Substructure during the study period.

SECTION 3 - B SHELL

B10 SUPERSTRUCTURE

DESCRIPTION

The description of the respective structural systems for each building is based upon our observation of exposed portions of the building structures. There were limited original construction drawings available to review.

B1010 FLOOR CONSTRUCTION

Pier Roundhouse

B1012 Upper Floors Construction

The building has a main floor of concrete slabs placed over the pier's structural deck, most likely reinforced with welded wire fabric. A small office mezzanine at the east side of the building is wood framed with 2" x 12" joists at 16" on center, supported on wood framed walls, with 3/4" plywood decking. A stair, framed with 4" x 16" wood stringers, 1" solid wood treads and 3/4" plywood risers, is provided for access to the mezzanine.

B1020 ROOF CONSTRUCTION

Pier Roundhouse and Pier Comfort Station

B1022 Pitched Roof Construction

The buildings have sloped roofs constructed, with the Pier Roundhouse having sloped W12 steel beams supported by perimeter steel beams and columns, in-filled with 2" x 8" wood rafters at 16" on center and topped with 1/2" plywood decking. The Pier Comfort Station roof has a wood framed roof of horizontal 6" x 10" joists and pairs of sloped 3" x 10" rafters, supported by the perimeter concrete masonry walls (reference Photographs 22, 23 and 28 in Appendix B). The wood rafters are spaced at 36" on center, with the horizontal joists at 6' on center and are topped with 3/4" plywood decking.

B1030 STRUCTURAL FRAME

Pier Roundhouse

B1033 Steel Frame Structure

The building has a steel structural frame of wide-flange W10 steel columns at its perimeter supporting W8 perimeter beams and sloped W12 steel beams meeting at a central point. The remainder of the roof is in-filled with wood joist framing, with wood framed perimeter walls.



CONDITION

B1010 FLOOR CONSTRUCTION

Pier Roundhouse

B1012 Upper Floors Construction

The building's concrete floor did not exhibit evidence of structural distress or instability and appeared to be in good condition. No significant expenditures are anticipated during the study period.

B1020 ROOF CONSTRUCTION

Pier Roundhouse and Pier Comfort Station

B1022 Pitched Roof Construction

The pitched roof structural construction of the Pier Roundhouse appeared to be in fair condition. There were no major signs of distress or instability noted. However, the east and west load-bearing walls of the Pier Comfort Station has horizontal cracking and splaying along the top at various locations (reference Photographs 22 and 23 in Appendix B). This cracking indicates lateral stresses have been placed on the walls, possibly by the roof framing though rebar corrosion should not be overlooked. We recommend repairs to the masonry walls and strengthening of the wall/roof framing connections be completed in the near term of the study period.

B1030 STRUCTURAL FRAME

Pier Roundhouse

B1033 Steel Frame Structure

The building/s steel framed construction appeared to be in good condition. We do not anticipate any expenditure during the study period which relates to replacement of the structural system.

B20 EXTERIOR ENCLOSURES

DESCRIPTION

B2010 EXTERIOR WALLS

Pier Roundhouse

B2011 Exterior Wall Construction

The building has exterior walls of painted cementitious stucco over plywood or solid wood sheathing, with painted wood trim and inset ceramic tile (reference Photographs 1 to 3 in Appendix B). The drawings indicate 7/8" of Portland cement plaster on paper-backed lath secured to the wood-framed walls, with R-11 batt insulation placed within the exterior walls.

Pier Comfort Station

B2011 Exterior Wall Construction

The building has 8" thick load-bearing steel-reinforced concrete masonry exterior walls in stack bond, supporting the wood framed roof (reference Photographs 22 and 23 in Appendix B). Ceramic tile is installed over the concrete masonry on a portion of the west façade, in a shower area. The walls are uninsulated. Vertical painted wood louvers are provided across the gable ends of the building above the concrete masonry walls, on the north and south facades.

B2020 EXTERIOR WINDOWS

Pier Roundhouse

B2021 Windows

The windows at the building consist of fixed, double-hung and casement type wood-framed windows, with double pane glazing (reference Photographs 1 through 3, 8 and 9B in Appendix B). Pull-down storm protection grilles formed from aluminum and vinyl are provided over the windows on each façade. Urethane-type sealants are utilized at the perimeter of window and door frames.



B2030 EXTERIOR DOORS

Pier Roundhouse

B2031 Glazed Doors & Entrances

The building's primary doors are wood-framed units with double-pane glazing, painted wood trim and aluminum thresholds (reference Photographs 2 and 3 in Appendix B). The doors are placed in pairs on the north and south facades and as single units on the east façade, with exterior pull, interior panic-type push bar, overhead closer and hinge hardware. Pull-down aluminum storm protection grilles are provided over the doors on each façade.

B2032 Solid Exterior Doors

The building contains a pair of flush metal doors with louvered openings, in a steel frame, with painted finish at the north façade at the electrical room (reference Photograph 6 in Appendix B). Door hardware consists solely of a deadbolt lock set and hinges.

Pier Comfort Station

B2032 Solid Exterior Doors

The building contains two pairs of flush metal doors in steel frames, with painted finishes, at the east façade at the electrical rooms (reference Photograph 17 in Appendix B). Door hardware consists solely of deadbolt lock sets and hinges.

B2039 Other Doors & Entrances

The building has painted steel gates at the entrances to the restrooms at the west façade (reference Photograph 24 in Appendix B).

CONDITION

B2010 EXTERIOR WALLS

Pier Roundhouse

B2011 Exterior Wall Construction

The buildings' painted cementitious stucco cladding and painted wood trim are in good to fair condition. The surfaces of the walls appeared to be in good to fair condition, having been recently painted. Based on the EUL for this particular building of 3 years for exterior paint, we recommend budgeting for re-painting and replacement of sealants near-term in the study period, to maintain appearance and protect the exterior.



Pier Comfort Station

B2011 Exterior Wall Construction

The building's concrete masonry is in fair condition; although horizontal cracking was noted at the top of the walls in various locations (reference Photographs 22 and 23 in Appendix B). The local facilities team advises that this cracking and swelling is increasing on a yearly basis and is pushing tiles out of the shower unit walls. We have recommended repairs be completed to the masonry walls and that strengthening of the wall/roof framing connections be completed in the near term of the study period. We also recommend that a qualified structural engineer is appointed by the City to investigate/examine the structural issues further and confirm our recommendation. The reasoning behind this is that we have only undertaken an observation of the issues and have not performed any destructive investigations.

We have recommended repairs be completed to the masonry walls and that strengthening of the wall/roof framing connections be completed near-term in the study period. Based observed condition and on the EUL of 3 years for exterior paint that is exposed to the harsh environmental condition, we recommend budgeting for re-painting and replacement of sealants in the near-term of the study period, to maintain appearance and protect the exterior.

B2020 EXTERIOR WINDOWS

Pier Roundhouse

B2021 Windows

The windows are in fair condition, with no significant wood frame or glazing deterioration noted. With an EUL of 30 years, we do not anticipate the need for significant repairs or replacements during the study period. The caulking at the perimeter of the window units was generally in fair condition and, with an estimated useful life of 10- to 15-years, we recommend replacement of the sealants at the time of exterior repainting.

B2030 EXTERIOR DOORS

Pier Roundhouse

B2031 Glazed Doors & Entrances

In general, the operation of the doors appeared to be satisfactory, operating without difficulty. Re-painting of frames, at the time of other exterior re-painting, will be necessary to maintain appearance and to protect the frame surfaces.

B2032 Solid Exterior Doors

In general, the operation of the doors was unsatisfactory, operating with difficulty. Mild corrosion was noted on the door faces and frames; re-painting, at the time of other exterior re-painting, will be necessary to maintain appearance and to protect the metal surfaces.



Pier Comfort Station

B2032 Solid Exterior Doors

In general, the operation of the doors were satisfactory, operating without difficulty at the time of our assessment. Mild corrosion was noted on the base of door faces and frames; re-painting, at the time of other exterior re-painting, will be necessary to maintain appearance and to protect the metal surfaces. Corrosion was noted on the door faces and frames.

B2039 Other Doors & Entrances

The metal gated entrances are in fair condition, not exhibiting corrosion or other deficiency. Re-painting of the gates, at the time of other exterior re-painting, will be necessary to maintain appearance and to protect the metal surfaces.

B30 ROOFING

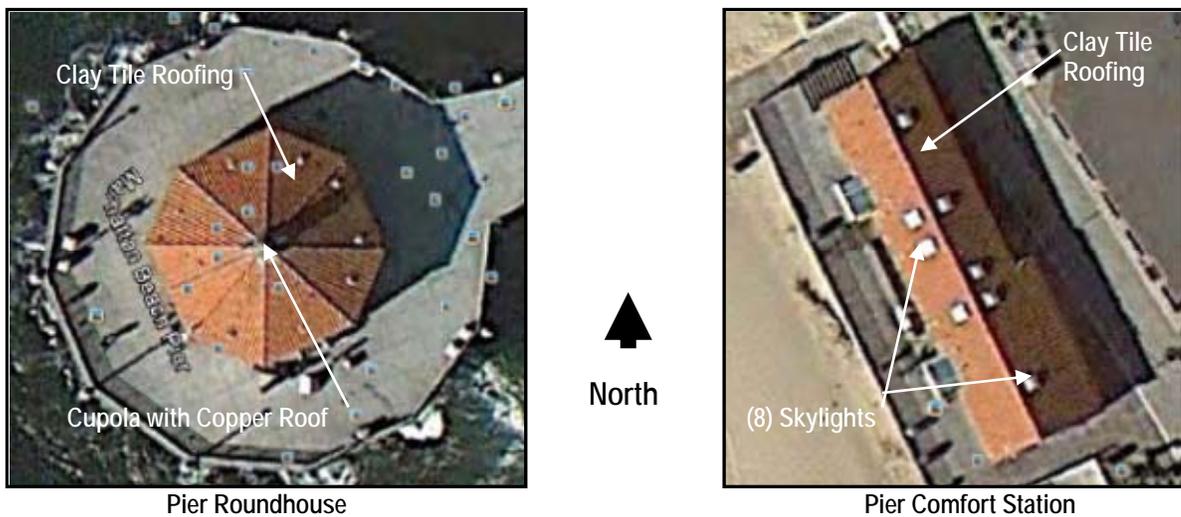
DESCRIPTION

B3010 ROOF COVERINGS

B3011 Roof Finishes

The facility contains two buildings, each with pitched steep-sloped roof; these are shown on the following aerial plans:

Overview of Roof Locations & Configurations



Pier Roundhouse

The building's 5" in 12" sloped roof contains barrel-shaped mortared clay tiles placed over a roofing membrane, with clay tile ridge caps, metal flashing and drip edge and a pre-fabricated fiberglass cupola with a copper-clad dome, copper flashing and decorative weather vane (reference Photographs 1, 4 and 5 in Appendix B). Half-round fiberglass attic vent dormers are located on each roofing section. We understand that the roofing and cupola were installed in 1992.

Pier Comfort Station

The building's 5" in 12" sloped roof contains barrel-shaped clay tiles placed over roofing felt, with clay tile ridge cap and metal drip edge (reference Photographs 16 through 18, 20 and 21 in Appendix B). Storm water drainage is directly over the roof edge.

B3016 Guttering and Downspouts

Pier Roundhouse

No guttering is in place on this building. Storm water drainage is directly over the roof edge.

Table B30-1 provides a summary of the roof coverings:

Table B30-1 Summary of Roof Coverings

| Roof Component | Pier Roundhouse | Pier Comfort Station |
|---|---------------------|----------------------|
| Age * | 21 Years (1992) | 23 Years (1990) |
| Roof Area (total / approx. square footage) | 1,675 | 1,913 |
| Application / Membrane | Clay Tile | Clay Tile |
| Manufacturer / Model | Unknown | Unknown |
| Surface | Exposed Clay Tile | Exposed Clay Tile |
| Deck Type | ½" Plywood | ¾" Plywood |
| Insulation | R-19 Batts | None |
| Cover Board | None | None |
| Drainage | Over Roof Edge | Over Roof Edge |
| Overflow Scuppers | None | None |
| Base Flashings | None | None |
| Cap Flashings | Clay Tile at Ridges | Clay Tile at Ridge |
| Perimeter Enclosure | None | None |
| Warranty (Manufacturer) | Unknown | Unknown |
| Warranty (Contractor) | Unknown | Unknown |

*Actual installation date unknown.

B3021 Glazed Roof Openings

Pier Comfort Station

The building contains eight skylights on raised metal curbs, with aluminum frames and translucent domed plastic lenses. The age of the skylights is not known, but they appear to be approximately 20 years old.

CONDITION

B3010 ROOF COVERINGS

B3011 Roof Finishes

Pier Roundhouse

The clay tile roofing of the building is in fair to good condition, with a limited number of displaced or damaged tiles noted. However after discussions with building users and City maintenance personnel we understand that the roof does occasionally leak. Based on conditions and an EUL of 50+ years, we do not anticipate significant repairs or replacements during the study period.

We recommend that a qualified roofing contractor assess the roof in more detail at the start of the study period to ascertain any failures and points at which moisture ingress can travel to the interior. We have included an estimated expenditure amount for clay tile repairs in the near-term in the study period.

The cupola wood structure has rotten wood in places and this needs replacing. Also, the seal on the decorative weather vane has failed and will need to be replaced early in the study period.

Pier Comfort Station

The clay tile roofing is in good to fair condition, with locations of slipped, cracked or missing tiles noted. Based on conditions and a typical EUL of 50+ years, we do not anticipate the need for roofing replacement during the study period, but repairs to damaged or missing tiles should be completed in the near term. We have included an estimated expenditure amount for clay tile repairs in the near-term in the study period.

B3016 Guttering and Downspouts

Pier Roundhouse

There is no storm water capture present; however after discussions with the City maintenance personnel we understand that a length of gutter and downspout is required over the entrance. We have included for this near-term in the study period.

B3021 Glazed Roof Openings

Pier Comfort Station

The skylights are in fair condition, with few locations of water intrusion noted on the building interior and open aluminum frame joints and surface crazing in the plastic lenses suspected. Based on the conditions and an EUL of 25- to 30-years, we recommend budgeting for the replacement of the skylights in the mid- to late-term of the study period.

PROJECTED EXPENDITURES

Identified recommended works that are required during the 10 year study period are scheduled below. We recommend budgeting for additional project costs of between 25%-30% to allow for professional fees and general contractor overhead/profit and management costs.

Pier Roundhouse

| Element No. | Building Element | Recommendation | Qty | Unit | Rate | Cost | Year | Priority Code |
|---|----------------------------|--|-------|------|---------|----------|------|---------------|
| B2011 | Exterior Wall Construction | Repaint all previously exterior painted surfaces | 2,200 | SF | \$3.25 | \$7,150 | 2013 | 5 |
| B2011 | Exterior Wall Construction | Repaint all previously exterior painted surfaces | 2,200 | SF | \$3.25 | \$7,150 | 2016 | 5 |
| B2011 | Exterior Wall Construction | Repaint all previously exterior painted surfaces | 2,200 | SF | \$3.25 | \$7,150 | 2019 | 5 |
| B2011 | Exterior Wall Construction | Repaint all previously exterior painted surfaces | 2,200 | SF | \$3.25 | \$7,150 | 2022 | 5 |
| B3010 | Roof Finishes | Replace the rotten wood at the cupola wood structure | 1 | LS | \$2,500 | \$2,500 | 2013 | 3 |
| B3010 | Roof Finishes | Undertake clay tile roof covering repairs | 1 | LS | \$750 | \$750 | 2013 | 2 |
| B3010 | Roof Finishes | Replace weather vane | 1 | LS | \$650 | \$650 | 2013 | 3 |
| B3016 | Guttering and downspout | Install copper guttering and downspout to roundhouse | 244* | LF | \$15 | \$3,660 | 2013 | 3 |
| Total Anticipated Expenditure for B Shell | | | | | | \$36,160 | | |

* Amount includes for 156ft linear guttering and 4 downspouts at 22ft each

Pier Comfort Station

| Element No. | Building Element | Recommendation | Qty | Unit | Rate | Cost | Year | Priority Code |
|---|----------------------------|--|-------|------|----------|----------|------|---------------|
| B1022 | Exterior Wall Construction | Repair concrete masonry walls & roof framing anchoring | 1 | LS | \$25,000 | \$25,000 | 2013 | 2 |
| B2011 | Exterior Wall Construction | Repaint all previously exterior painted surfaces | 1,800 | SF | \$3.25 | \$5,850 | 2013 | 5 |
| B2011 | Exterior Wall Construction | Repaint all previously exterior painted surfaces | 1,800 | SF | \$3.25 | \$5,850 | 2016 | 5 |
| B2011 | Exterior Wall Construction | Repaint all previously exterior painted surfaces | 1,800 | SF | \$3.25 | \$5,850 | 2019 | 5 |
| B2011 | Exterior Wall Construction | Repaint all previously exterior painted surfaces | 1,800 | SF | \$3.25 | \$5,850 | 2022 | 5 |
| B3010 | Roof Finishes | Undertake clay tile roof covering repairs | 1 | LS | \$950 | \$950 | 2013 | 3 |
| B3021 | Glazed Roof Openings | Replace the skylights | 50 | SF | \$76.37 | \$3,819 | 2018 | 3 |
| Total Anticipated Expenditure for B Shell | | | | | | \$53,169 | | |

SECTION 4 - C INTERIORS

C10 INTERIOR CONSTRUCTION

DESCRIPTION

C1010 PARTITIONS

C1011 Fixed Partitions

Pier Roundhouse

The building contains wood-stud framed partitions with painted gypsum board sheathing (reference Photographs 7 through 11 in Appendix B). The partitioning separates the main floor's exhibit area from restrooms, storage rooms, mechanical and electrical closets, and tenant equipment rooms within the building.

Pier Comfort Station

The building contains painted concrete masonry partitions (reference Photographs 25 through 27 in Appendix B). The partitioning separates the dressing areas and the individual restroom plumbing fixture stalls within the building.

C1020 INTERIOR DOORS

C1021 Interior Doors

Pier Roundhouse

The building contains single-leaf wood framed/glazed French doors and louvered wood doors, in wood frames.

Pier Comfort Station

The building contains partial height single flush panel metal doors in metal frames at the plumbing fixture stalls within the restroom areas (reference Photograph 27 in Appendix B).

Pier Roundhouse and Pier Comfort Station

C1023 Interior Door Hardware

The doors contained steel and aluminum hardware consisting of and cylindrical knobs, deadbolt locksets, twist/lock occupancy latches, and standard service hinges. Door closers are not provided.



CONDITION

C1010 PARTITIONS

C1011 Fixed Partitions

The interior fixed partitions appeared to be in fair condition, with no significant deficiencies identified. We do not anticipate any major expenditure during the study period.

C1020 INTERIOR DOORS

C1021 Interior Doors

The interior doors appeared to be in poor to fair condition. The doors and frames are generally warped, causing doors to stick; and therefore we have recommended that they are replaced near-term. Furthermore as the doors are housed within metal door frames these will also need to be replaced in most instances as they have blistered with rust which will prevent new doors being fitted.

C1023 Interior Door Hardware

Pier Roundhouse and Pier Comfort Station

The hardware at each of the doors is reported to be in poor condition. The hinges and other hardware are rusted and in many cases inoperable. The condition of the doors noted in C1021 prevents re-use of existing hardware. We recommend replacing door hardware at the time of door replacements.



C30 INTERIOR FINISHES

DESCRIPTION

C3010 WALL FINISHES

C3012 Wall Finishes to Interior Walls

Pier Roundhouse

The interior walls typically have painted finishes, with ceramic tile in the restrooms (reference Photographs 8 through 11 in Appendix B).

Pier Comfort Station

The interior walls have painted finishes at exposed concrete masonry locations and also ceramic wall tile at plumbing fixture walls (reference Photographs 23 and 25 through 27 in Appendix B).

C3020 FLOOR FINISHES

C3021 Floor Toppings

Pier Comfort Station

The floors in the building are exposed concrete with a clear seal coating (reference Photographs 25 through 27 in Appendix B).

C3023 Hardeners and Sealers

Pier Comfort Station

The concrete floor slab has a clear seal coated finish.

C3024 Flooring

Pier Roundhouse

The flooring in the building is a primarily sealed concrete, with carpet in the office mezzanine (reference Photographs 9A & 9B in Appendix B).

C3030 CEILING FINISHES

C3031 Ceiling Finishes

Pier Roundhouse

The ceiling finishes throughout the building are predominantly suspended acoustical tile, with painted gypsum board soffits and bulkheads (reference Photograph 7 in Appendix B).

Pier Comfort Station

The building does not have ceiling systems, with the painted roof structural systems exposed (reference Photograph 28 in Appendix B).

CONDITION

C3010 WALL FINISHES

C3012 Wall Finishes to Interior Walls

Pier Roundhouse

Interior wall finishes appeared to be in fair condition generally throughout the building, with minor marks, staining and surface damage observed. The typical EUL of interior painted walls is 2 years, and based on our observations, we recommend re-painting at the start of the study period, to maintain the appearance of the building and work areas. However we it was unclear if the interiors are the responsibility of the tenant, and therefore even though they have been included they may not be an expense to the City.

Pier Comfort Station

Interior wall finishes appeared to be in fair condition throughout the building, with locations of painted walls with marking and staining observed. The ceramic tiled walls have locations of cracked and displaced tile (reference Photograph 23 in Appendix B). The typical EUL of these interior painted walls is 2 years, and based on our observations, we recommend re-painting at the start of the study period to maintain the appearance of the building.

We also recommend repairing locations of damage ceramic tile, we anticipate that the cost of these works to be around the threshold level and therefore we have included for these costs.



C3020 FLOOR FINISHES

C3021 Floor Toppings

Pier Comfort Station

The exposed concrete floor appeared to be in fair condition, as the top surfaces were observed to be de-laminating from the slab, which consists of the leveling course failing. The areas where the concrete leveling/topping has deteriorated and cracked, we recommend grinding/repair/resurfacing near-term in the study period.

C3023 Hardeners and Sealers

Pier Comfort Station

The areas where the concrete slab has been repaired we recommend the reapplication of the seal coating. Furthermore the seal coating is recommended for replacement at every 5 years.

C3024 Flooring

Pier Roundhouse

The carpeted floors appeared to be in fair overall condition. With an EUL of 7 to 10 years and an estimated age of 10 years, we recommend replacing the carpet on the mezzanine level during the early- to mid-term of the study period, at one of the repainting intervals, to maintain the appearance of the building.

C3030 CEILING FINISHES

C3031 Ceiling Finishes

Pier Roundhouse

The acoustical tile and painted gypsum board ceilings appeared to be in good to fair condition. Painted surfaces usually have a typical EUL of five years; therefore, we recommend the painted ceiling areas be re-painting at the time of wall re-painting.

Pier Comfort Station

The painted exposed roof structure appeared to be in good to fair condition. Painted surfaces usually have a typical EUL of five years; therefore, we recommend that the painted structural framing and the underside of the roof deck be re-painting at the time of wall re-painting.

PROJECTED EXPENDITURES

Identified recommended works that are required during the 10 year study period are scheduled below. We recommend budgeting for additional project costs of between 25%-30% to allow for professional fees and general contractor overhead/profit and management costs.

Pier Roundhouse

| Element No. | Building Element | Recommendation | Qty | Unit | Rate | Cost | Year | Priority Code |
|---|---------------------------------|--|-------|------|---------|----------|------|---------------|
| C1021 | Interior Doors | Replace interior doors and frames | 2 | EA | \$1,200 | \$2,400 | 2013 | 3 |
| C3012 | Wall Finishes to Interior Walls | Repaint interior wall and ceiling surfaces | 2,100 | SF | \$3.25 | \$6,825 | 2013 | 5 |
| C3012 | Wall Finishes to Interior Walls | Repaint interior wall and ceiling surfaces | 2,100 | SF | \$3.25 | \$6,825 | 2015 | 5 |
| C3012 | Wall Finishes to Interior Walls | Repaint interior wall and ceiling surfaces | 2,100 | SF | \$3.25 | \$6,825 | 2017 | 5 |
| C3012 | Wall Finishes to Interior Walls | Repaint interior wall and ceiling surfaces | 2,100 | SF | \$3.25 | \$6,825 | 2019 | 5 |
| C3012 | Wall Finishes to Interior Walls | Repaint interior wall and ceiling surfaces | 2,100 | SF | \$3.25 | \$6,825 | 2021 | 5 |
| C3023 | Flooring | Replace carpeting | 50 | SY | \$45 | \$2,250 | 2015 | 5 |
| Total Anticipated Expenditure for C Interiors | | | | | | \$38,775 | | |

Pier Comfort Station

| Element No. | Building Element | Recommendation | Qty | Unit | Rate | Cost | Year | Priority Code |
|-------------|---------------------------------|--|-------|------|---------|----------|------|---------------|
| C1021 | Interior Doors | Replace interior doors and frames | 12 | EACH | \$1,200 | \$14,400 | 2013 | 3 |
| C3012 | Wall Finishes to Interior Walls | Repaint interior wall and ceiling surfaces | 3,000 | SF | \$3.25 | \$9,750 | 2013 | 5 |
| C3012 | Wall Finishes to Interior Walls | Repaint interior wall and ceiling surfaces | 3,000 | SF | \$3.25 | \$9,750 | 2015 | 5 |

| Element No. | Building Element | Recommendation | Qty | Unit | Rate | Cost | Year | Priority Code |
|---|---------------------------------|--|-------|------|--------|----------|------|---------------|
| C3012 | Wall Finishes to Interior Walls | Repaint interior wall and ceiling surfaces | 3,000 | SF | \$3.25 | \$9,750 | 2017 | 5 |
| C3012 | Wall Finishes to Interior Walls | Repaint interior wall and ceiling surfaces | 3,000 | SF | \$3.25 | \$9,750 | 2019 | 5 |
| C3012 | Wall Finishes to Interior Walls | Repaint interior wall and ceiling surfaces | 3,000 | SF | \$3.25 | \$9,750 | 2021 | 5 |
| C3012 | Wall Finishes to Interior Walls | Replace damaged sections of ceramic wall tiles | 1 | LS | \$650 | \$650 | 2013 | 5 |
| C3023 | Hardeners and Sealers | Apply seal coating at concrete floor surfaces | 1,600 | SF | \$3.75 | \$6,000 | 2013 | 5 |
| C3023 | Hardeners and Sealers | Apply seal coating at concrete floor surfaces | 1,600 | SF | \$3.75 | \$6,000 | 2018 | 5 |
| C3024 | Flooring Toppings | Repair concrete floor topping | 40 | SY | \$25 | \$1,000 | 2013 | 2 |
| Total Anticipated Expenditure for C Interiors | | | | | | \$76,800 | | |

SECTION 5 - D SERVICES

D10 ELEVATORS & LIFTS

DESCRIPTION

D1010 ELEVATORS & LIFTS

D1013 Lifts

Pier Roundhouse

A wheelchair lift is provided for access at the mezzanine level, located near the south entrance to the central exhibit space (reference Photograph 13 in Appendix B). A data tag was not visible on the equipment and information regarding capacity and date of installation was not available for reference.

CONDITION

D1010 ELEVATORS & LIFTS

D1013 Lifts

Pier Roundhouse

The wheelchair lift was not operable at the time of assessment and was being used for storage by the occupying tenant. This needs to be addressed. We recommend replacement of the lift early in the study period as access must always be available for use for disabled users.

D20 PLUMBING

DESCRIPTION

D2010 PLUMBING FIXTURES

D2011 Water Closets

Pier Roundhouse

The building contains two wall-mounted stainless steel tank-less water closets with automatic flush controls (reference Photograph 10 in Appendix B).

Pier Comfort Station

The building contains nine wall-mounted stainless steel tankless water closets with automatic flush controls (reference Photograph 27 in Appendix B).

D2013 Lavatories

Pier Roundhouse

The building contains two stainless steel lavatories recessed in ceramic tiled countertops (reference Photograph 11 in Appendix B). The lavatories have dual-handle type, non-metering faucets.

Pier Comfort Station

The building contains six wall-mounted stainless steel lavatories (reference Photograph 27 in Appendix B). The lavatories have single-handle, push-type, metering faucets. Water is supplied via copper pipe work and assumed to be drained through cast iron pipe work and fittings.

Pier Comfort Station

D2012 Urinals

The men's restroom contains two stainless steel trough-type wall-hung urinals with manual flush controls (reference Photograph 26 in Appendix B).

D2018 Drinking Fountains and Coolers

There are two exterior stainless steel water fountain, mounted on the exterior of the building on the west and south façades.



D2020 DOMESTIC WATER DISTRIBUTION

Pier Roundhouse & Pier Comfort Station

D2021 Cold Water Service

Cold water piping to the building are suspended from the sides of the pier, a 2" diameter steel cold water service line and a 6" diameter steel fire water service line (reference Photographs 32, 37 and 38 in Appendix B). Piping throughout the building is assumed to be copper tubing. We believe the cold water service for the facility is supplied directly from the street pressure. Taps are made to the water lines and routed to the plumbing fixtures and equipment via copper pipe work and drained through galvanized steel and cast iron pipe work and fittings.

D2022 Hot Water Service

Domestic hot water is provided in the restaurant's kitchen area and restrooms. The hot water is generated via an electric water heater located in a small room at the south side of the building (reference Photograph 12 in Appendix B).

Table D20-1 provides a summary of the water heater:

Table D20-1 Summary of the Domestic Water Heating Equipment at the Pier Roundhouse

| Location | Manufacturer | Model # | Serial # | Fuel / Rating | Capacity | Year of Installation |
|----------------------|--------------|---------|----------|---------------|----------|----------------------|
| South Equipment Room | Rheem | Unknown | Unknown | Electric | 10 GAL | 2010 |

Unknown = Access limited or equipment had no name plates present.

Pier Roundhouse & Pier Comfort Station

D2021 Cold Water Service

Cold water piping throughout the building is assumed to be copper tubing. We believe the cold water service for the facility is supplied directly from the street pressure. A tap is made to the water line and routed to the plumbing fixtures via this copper pipe work. Domestic hot water is not provided within the building.

D2030 SANITARY WASTE

Pier Roundhouse & Pier Comfort Station

D2031 Waste Piping

Waste piping within the building is indicated on the drawings to be 2" to 4" diameter cast iron material, with some locations observed to have 2" diameter PVC lines (reference Photographs 32, 37 and 38 in Appendix B).

D2031 Waste Piping

Waste piping within the building is indicated on the drawings is 2" to 4" diameter cast iron material.

Pier Roundhouse

D2034 Sanitary Waste Equipment

Waste from the building is from a 4" diameter line into a sewage ejector located under the pier, and then into a 4" diameter cast iron force main located under the pier. The drawings indicate the pump is a duplex submersible 3" sewage pump assembly, rated at 2 horsepower, 60 gallons per minute, with 4 float switches. The controller and alarm panel is located in the electrical room at the east side of the Pier Comfort Station.

CONDITION

D2010 PLUMBING FIXTURES

Pier Roundhouse & Pier Comfort Station

D2011 Water Closets

The water closets at each building appeared to be in good condition, and are low-flow-type models. The water closets flushed properly and did not have evidence of damage. With a typical EUL of thirty-five-years, we do not anticipate that there will be a need for their end-of-useful-life replacement during the study period. Each restroom contained a disabled accessible water closet. We have recommended a full upgrade / renovation of the restrooms during the study period which will include full replacement of the fixtures.

D2012 Urinals

The urinals appeared to be in fair to good condition at each building, operating properly without evidence of damage. We understand that the valves require automation, due to none use by users and they become blocked on a semi regular basis. The urinals do not appear to be mounted at a disabled accessible height, and there are no privacy screens. We have recommended a full upgrade / renovation of the restrooms during the study period which will include full replacement of the fixtures.

D2013 Lavatories

The lavatories and faucets at each the building appeared to be in fair to good condition. The faucets appeared to be low-flow type models and the sinks drained properly and did not have evidence of damage. Therefore, based upon observed conditions and with a typical EUL of thirty-five-years, we do not anticipate that there will be a requirement for replacement during the study period. Each restroom contained disabled accessible lavatories. We have recommended a full upgrade / renovation of the restrooms during the study period which will include full replacement of the fixtures.

D2018 Drinking Fountains and Coolers

The drinking fountains appeared to be in poor to fair condition. The drinking fountains appear to be provided with controls and sufficient knee clearances for access by the disabled. Based upon observed conditions, we recommend that they are replaced at the same time as the restroom renovations.

D2020 DOMESTIC WATER DISTRIBUTION

Pier Roundhouse & Pier Comfort Station

D2021 Cold Water Service

The domestic water systems within each of the buildings appeared to be in fair condition. No major problems were observed that could be attributed to age or deferred maintenance. However, the exposed supply lines along the sides of the pier exhibit heavy corrosion and budgeting for their replacement mid-term in the study period.

We also recommend that the pressure regulator and valve are replaced and moved above grade for ease of access mid-term in the study period as these are nearing the end of their useful life.

D2022 Hot Water Service

Pier Roundhouse

The domestic water heater appeared to be in good fair condition, fairly recently installed, functional and operating correctly. However, water heaters generally have a typical EUL of ten years. The water heater, estimated to have been installed in 2010, will require replacement to maintain efficiency late in the study period. However, based on the size and type of water heater, the cost for its replacement is expected to fall below the threshold for inclusion the capital expenditure forecast; replacement of the unit should be undertaken as a maintenance operational expense.

Pier Comfort Station

There is no hot water facility within the building; therefore after discussions with City maintenance personnel a water heating system has been included as a new installation early in the study period. The capacity has been kept similar to the water heater that was found at the Pier Roundhouse building. However, based on the size and type of water heater, the cost for its replacement is expected to fall below the threshold for inclusion the capital expenditure forecast; replacement of the unit should be undertaken as a maintenance operational expense.



D2030 SANITARY WASTE

Pier Roundhouse & Pier Comfort Station

D2031 Waste Piping

No apparent problems with the sanitary waste piping were observed within the buildings. However, the exposed waste lines along the side of the pier exhibit heavy corrosion and some hairline cracking, and budgeting for their replacement mid-term in the study period.

After discussions with the City maintenance personnel we understand that a number of the City buildings have been having issues with sewer blockages and pipe deterioration, therefore we have been requested to include for camera inspections of the drainage/sewer system at the Pier Comfort Station.

Pier Roundhouse

D2034 Sanitary Waste Equipment

The sewage ejector is reportedly functioning as designed. However, the age of the pump assembly located under the pier is not known. With an EUL of 10 to 15 years, we recommend budgeting for its replacement mid-term in the study period.

D30 HVAC

DESCRIPTION

D3040 AIR DISTRIBUTION SYSTEMS

D3041 Air Distribution Systems

Pier Roundhouse

The conditioned air is distributed throughout the building from the two forced air units via metal ductwork to ceiling and bulkhead diffusers. The ductwork is sheet metal, except for flexible duct connections to ceiling diffusers in suspended ceiling areas. The drawings indicate round spiral seam metal ducts of 8" to 12" in diameter and rectangular galvanized metal ducts of 10" x 6".

D3042 Exhaust Ventilation Systems

Pier Roundhouse

Two exhaust fans with through-wall louvers are located above the ceilings for ventilation of the restrooms. The drawings indicate use of 100-cubic-feet-per-minute models, the controls interconnected with the lighting switches.

Pier Comfort Station

There are no exhaust fans servicing the building.

D3050 HEAT TRANSFER TERMINAL AND PACKAGED UNITS

D3051 Terminal Self-Contained Units

Pier Roundhouse

The building contains two electric fan-coil type units with electric strip heating elements, located in mezzanine level closets (reference Photograph 9A in Appendix B), with fresh air drawn through wall louvers and return air is through main floor wall louvers and ductwork to the units. Refer to the following table D30-1 for further details of the terminal units.

Table D30-1 Summary of the HVAC Equipment at Pier Roundhouse

| Location | Equipment Type | Manufacturer | Model No. | Serial No. | Capacity / Rating | Fuel Type | Year of Installation |
|------------------|--------------------------|--------------|-----------|------------|--------------------------|-------------------------|----------------------|
| Mezzanine Closet | Forced Air Fan Coil Unit | Carrier | FB4AW036 | Unknown | 36,000 BTUH / 25,980 KWH | Electric / Strip Heater | 1992 |
| Mezzanine Closet | Forced Air Fan Coil Unit | Carrier | FB4AW036 | Unknown | 36,000 BTUH / 25,980 KWH | Electric / Strip Heater | 1992 |

Unknown = Access limited or equipment had no name plates present.

D3060 HVAC INSTRUMENTATION AND CONTROLS

Pier Roundhouse

D3069 Other Controls & Instrumentation

The building users are able to control the room temperature via separate wall-mounted electronic thermostats for the fan-coil units.

CONDITION

D3040 AIR DISTRIBUTION SYSTEMS

D3041 Air Distribution Systems

Pier Roundhouse

Although not observable at the time of our assessment, the interior metal ductwork is reportedly distributing the tempered air properly and the diffusers/grills appear to be adequately placed for occupant comfort. Only a small proportion of the ducting in the building was reviewed but that portion was noted to be in fair to good condition with no deficiencies. We recommend that the duct work is cleaned every 5 years starting at the start of the study period, as it was unclear when they were last cleaned.



D3042 Exhaust Ventilation Systems

Pier Roundhouse

The building's exhaust fans appear to be in poor to fair condition, having been installed in approximately 1992. With an EUL of 15- to 20-years, replacement of the fans is anticipated near-term in the study period; however, the estimated cost for this replacement falls below the threshold for inclusion in the capital expenditure forecast and we recommend replacement as an operational expense. We understand that one is due/scheduled to be replaced shortly.

Pier Comfort Station

The building has no exhaust fan units present; we understand that there is reports of stale air and moisture that needs to be evacuated from building, therefore we recommend that suitably sized exhaust fans are installed at the building to comply with the issues near-term in the study period. However the estimated cost for this installation falls below the threshold for inclusion in the capital expenditure forecast and we recommend replacement as an operational expense.

D3050 HEAT TRANSFER TERMINAL AND PACKAGED UNITS

Pier Roundhouse

D3051 Terminal Self-Contained Units

The building's fan-coil units, manufactured in approximately 1991, are more than twenty years old and are considered to be in fair condition. With a typical EUL of 15 to 20 years for this type of equipment, replacement of the units should be scheduled for the near term of the study period.

D3060 HVAC INSTRUMENTATION AND CONTROLS

Pier Roundhouse

D3069 Other Controls & Instrumentation

The thermostats appeared to be in fair to good condition and functional. We are unaware of any issues with the controls, but anticipate their replacement in conjunction with the replacement of the terminal units.

D40 FIRE PROTECTION

DESCRIPTION

D4010 SPRINKLERS

Pier Roundhouse

D4011 Sprinkler Water Supply

The building contains a wet-pipe fire sprinkler system, with ceiling pendant heads, supplied from a riser at the south side of the building (reference Photographs 7 & 15A in Appendix B). System water supply is provided by municipal main pressure through a 6" steel line under the pier, without the use of a fire pump, and water flow is monitored by a local alarm system.

D4030 FIRE PROTECTION SPECIALTIES

Pier Roundhouse

D4031 Fire Extinguishers

Multipurpose portable wall-mounted handheld fire extinguishers were provided throughout the building. We understand that these systems are the Tenant's responsibility.

CONDITION

D4010 SPRINKLERS

Pier Roundhouse

D4011 Sprinkler Water Supply

The system appears to be fully operational and in fair to good condition. We understand it is maintained by a contracted service provider, but the date of the last inspection/testing was not reported. The exposed supply line along the side of the pier exhibits heavy corrosion (reference Photographs 32, 37 and 38 in Appendix B) and budgeting for its replacement mid-term in the study period is recommended.

D4030 FIRE PROTECTION SPECIALTIES

Pier Roundhouse

D4031 Fire Extinguishers

The fire extinguishers appeared to be in good condition. We understand that they are maintained on a yearly basis by DCS Testing & Equipment, a contracted service provider and were last inspected in February of 2013. We do not anticipate a need for significant replacement of fire extinguishers during the study period.

D50 ELECTRICAL

DESCRIPTION

The following information was obtained through our visual observations of each of the buildings' systems. The electrical systems include the service entrance equipment, exterior and interior panel boards, safety switches, lighting fixtures, and limited fire alarm systems. Limited drawings detailing electrical systems were available for review.

D5010 ELECTRICAL SERVICE & DISTRIBUTION

Pier Roundhouse and Pier Comfort Station

D5012 Low Tension Service & Dist.

The buildings are served by underground service from the east end of the pier to the electrical room at the east side of the Pier Comfort Station. The service is to a two-section 480-volt, 400-amp main/600-amp distribution panel. Three power step down transformers convert the power to 120/240-volts for distribution to 200-amp load center panelboards for lighting and receptacles at the buildings.

Service to the Pier Roundhouse is provided through 2" and 3" diameter conduit run from the main electrical room in-deck off the pier with multiple pull boxes. The electrical room also contains service meters for the Pier Roundhouse, its tenants and the Pier Comfort Station (reference Photographs 15B, 29 and 30 in Appendix B).

D5020 LIGHTING & BRANCH WIRING

Pier Roundhouse

D5021 Branch Wiring Devices

The branch wiring devices at the building includes wall-mounted switches and power receptacles that would be generally associated with this type of building. Branch wiring is typically distributed in Electric Metallic Tubing (EMT), with some flexible metal conduit likely utilized within walls and ceilings.

D5022 Lighting Equipment

The interior lighting within the building is typically provided by suspended and surface-mounted 4' long, 32-watt, 2-lamp T8 fluorescent fixtures (reference Photographs 7 through 9B in Appendix B). Suspended exhibit spot fixtures with single, 250-watt metal halide lamps are also provided; tenant aquarium lighting includes 2' long, 24-watt T5 fluorescent lighting. The restrooms have surface-mounted single-lamp, 32-watt T8 fluorescent lighting fixtures. The florescent fixtures typically contain electronic ballasts. The lighting is typically controlled via local switching in the respective rooms.



Pier Comfort Station

D5021 Branch Wiring Devices

The branch wiring devices at the building includes photocell lighting controls; branch wiring is typically distributed in GRC cabling.

D5022 Lighting Equipment

The interior lighting within the building is provided by roof-structure-mounted LED fixtures (reference Photograph 28 in Appendix B). The lighting is typically photo-cell controlled, with skylights typically providing natural light when the building is in use.

D5030 COMMUNICATIONS & SECURITY

Pier Roundhouse

D5033 Telephone Systems

Telephone systems are present within the various spaces of the building.

D5090 OTHER ELECTRICAL SYSTEMS

Pier Roundhouse

D5037 Fire Alarm Systems

The building's fire sprinkler system is provided with a flow-monitoring alarm system. The system appears to be locally alarming only, with a water flow monitor on the system riser valve at the building's south equipment room and a gong at the south facade (reference Photograph 15A in Appendix B).

D5092 Emergency Light & Power Systems

Illuminated exit signs, located above exterior doors, are provided in the building.

CONDITION

D5010 ELECTRICAL SERVICE AND DISTRIBUTION

Pier Roundhouse and Pier Comfort Station

D5012 Low Tension Service & Dist.

The electrical equipment was noted to be in fair condition, with some of the transformers and panelboards exhibiting initial rusting on their housings/cabinets. Electrical distribution systems tend to have a typical EUL of 30 years, however in this instance with very close proximity to the sea and salt air environment the EUL is 15 years. We recommend that repairs to the electrical system be costed for every 3 years in the study period, starting near-term to maintain suitable service.

D5020 LIGHTING & BRANCH WIRING

Pier Roundhouse

D5021 Branch Wiring Devices

The general receptacles and wiring appeared to be in fair condition within the building. We do not anticipate a need for significant repair or replacement during the cost study period.

D5022 Lighting Equipment

The interior lighting was observed to be in fair to good condition and all fixtures were operating properly with no broken lenses or deteriorated housings. We recommend that the local lighting switches be replaced with motion-sensing occupancy type controls to increase energy efficiency, minimizing the use of lighting in unoccupied spaces. We have included costs for the lighting controls replacement in this building in the near term of the study period.

Pier Comfort Station

D5021 Branch Wiring Devices

The general junction boxes and wiring appeared to be in fair condition within the building. We do not anticipate a need for significant repair or replacement during the cost study period.

D5022 Lighting Equipment

The interior lighting was observed to be in good condition and recently installed to LED type fixtures. Although the fixtures were not operating during the daylight hours of our assessment they are assumed to be properly operating with no broken lenses or deteriorated housings. We do not anticipate a need for significant repair or replacement during the cost study period.

D5030 COMMUNICATIONS & SECURITY

Pier Roundhouse

D5033 Telephone Systems

The existing telephone equipment was observed to be in fair condition. We do not anticipate significant repairs or replacements during the cost study period.

D5090 OTHER ELECTRICAL SYSTEMS

Pier Roundhouse

D5037 Fire Alarm Systems

The limited fire alarm system appeared to be in fair condition; we are unaware of any issues with the system and it appears to receive regular testing. We do not anticipate any significant repairs or replacement during the cost study period.

D5092 Emergency Light & Power Systems

The exit signs were illuminated and appeared to be operating properly; we do not anticipate significant repairs or replacements during the cost study period.

PROJECTED EXPENDITURES

Identified recommended works that are required during the ten-year study period are detailed below. These opinions of cost include a 25%-30% allowance for professional fees and general contractor overhead/profit and management costs (where applicable).

Pier Roundhouse

| Element No. | Building Element | Recommendation | Qty | Unit | Rate | Cost | Year | Priority Code |
|-------------|--------------------------------|--|-----|------|----------|----------|------|---------------|
| D1013 | Lifts | Replace the wheelchair lift for disabled accessibility | 1 | LS | \$12,180 | \$12,180 | 2013 | 1 |
| D20 | Plumbing | Renovate restroom | 1 | LS | \$95,000 | \$95,000 | 2013 | 3 |
| D2018 | Drinking Fountains and Coolers | Replace drinking fountains | 2 | EACH | \$2,500 | \$5,000 | 2013 | 3 |

| | | | | | | | | |
|--|-------------------------------|---|-------|------|----------|-----------|------|---|
| D2021 | Cold Water Service | Replace 2" dia. exposed water service piping on the pier | 928 | LF | \$45.43 | \$42,159 | 2017 | 3 |
| D2031 | Waste Piping | Replace 4" dia. exposed sanitary waste service piping on the pier | 928 | LF | \$94.00 | \$87,232 | 2017 | 3 |
| D2031 | Waste Piping | Replace pressure regulator and valve and move above ground | 1 | LS | \$650 | \$650 | 2017 | 3 |
| D2034 | Sanitary Waste Equipment | Replace the duplex sewage ejector pump assembly | 1 | LS | \$6,200 | \$6,200 | 2017 | 3 |
| D3041 | Air Distribution Systems | Clean ductwork | 2,222 | SF | \$0.25 | \$556 | 2013 | 3 |
| D3041 | Air Distribution Systems | Clean ductwork | 2,222 | SF | \$0.25 | \$556 | 2018 | 3 |
| D3051 | Terminal Self-Contained Units | Replace electric fan-coil units | 2 | EACH | \$3,575 | \$7,150 | 2015 | 3 |
| D4011 | Sprinkler Water Supply | Replace 6" dia. exposed water service piping on the pier | 928 | LF | \$65.43 | \$60,719 | 2017 | 3 |
| D5012 | Low Tension Service & Dist. | Undertake electrical repairs – as needed | 1 | LS | \$1,000 | \$1,000 | 2013 | 3 |
| D5012 | Low Tension Service & Dist. | Undertake electrical repairs – as needed | 1 | LS | \$1,000 | \$1,000 | 2016 | 3 |
| D5012 | Low Tension Service & Dist. | Undertake electrical repairs – as needed | 1 | LS | \$1,000 | \$1,000 | 2019 | 3 |
| D5012 | Low Tension Service & Dist. | Undertake electrical repairs – as needed | 1 | LS | \$1,000 | \$1,000 | 2022 | 3 |
| D5022 | Lighting Equipment | Install motion sensor type switches | 10 | EACH | \$187.50 | \$1,875 | 2014 | 4 |
| Total Anticipated Expenditure for D Services | | | | | | \$323,276 | | |

Pier Comfort Station

| Element No. | Building Element | Recommendation | Qty | Unit | Rate | Cost | Year | Priority Code |
|--|------------------|--|-----|------|----------|----------|------|---------------|
| D20 | Plumbing | Renovate restroom | 1 | LS | \$95,000 | \$95,000 | 2013 | 3 |
| D2031 | Waste Piping | Undertake camera inspection of sewer lines | 1 | LS | \$1,000 | \$1,000 | 2013 | 3 |
| D2031 | Waste Piping | Replace pressure regulator and valve and move above ground | 1 | LS | \$650 | \$650 | 2013 | 3 |
| Total Anticipated Expenditure for D Services | | | | | | \$96,650 | | |

SECTION 6 - E EQUIPMENT & FURNISHINGS

E10 EQUIPMENT

E1020 INSTITUTIONAL EQUIPMENT

DESCRIPTION

Pier Roundhouse

E1029 Other Institutional Equipment

The building contains aquarium equipment related to the primary tenant's exhibit and teaching programs, including live fish tanks and audio-visual equipment (reference Photographs 8 and 9B in Appendix B). The building also contains limited tenant commercial kitchen equipment for the small walk-up food service at the east side of the building.

CONDITION

Pier Roundhouse

E1029 Other Institutional Equipment

The equipment, primarily tenant installed and maintained, is in good to fair condition. We do not anticipate any significant repairs or replacement during the cost study period.



E20 FURNISHINGS

DESCRIPTION

E2010 FIXED FURNISHINGS

Pier Roundhouse

E2012 Fixed Casework

The building contains painted wood and plastic-laminate constructed fixed casework (reference Photographs 8, 9A and 9B in Appendix B). The cabinets and display cases are located in the central exhibit space and relate to the tenant's exhibit and teaching programs. The building also contains plastic-laminate-faced base cabinets with ceramic-tiled countertops in the restrooms.

CONDITION

E2010 FIXED FURNISHINGS

Pier Roundhouse

E2012 Fixed Casework

The fixed casework appeared to be in fair condition and observed to be suitable for the Tenant's use. There is some delamination to the laminated countertops caused by graffiti and the general environment. Primarily the Tenant installed and maintained furnishings; we do not anticipate any significant repairs or replacement during the cost study period.

PROJECTED EXPENDITURES

There are no projected expenditures for E Equipment & Furnishings during the study period.

SECTION 7 - F SPECIAL CONSTRUCTION

F10 SPECIAL STRUCTURES

In addition to the buildings located at the Pier, we have also undertaken a cursory review and assessment of the pier construction and its finishes to further assist the City in understanding the condition of the site over all. The FCI calculations which are located in the Executive Summary do not include any likely cost that has been shown in this section.

DESCRIPTION

F1010 SPECIAL STRUCTURES

F1013 Other Special Structures

The Manhattan Beach Pier, a 24' wide steel-reinforced concrete structure on raised piles, was originally built between 1917 and 1920 and projects approximately 928 feet into the Pacific Ocean at the western terminus of Manhattan Beach Boulevard (reference Photographs 31 through 36 in Appendix B). The Pier Roundhouse building was added to the pier in 1921 and rebuilt in 1992. The pier is included in the California Register of Historical Landmarks (No. 1018). Painted metal railings placed on raised concrete curbs are provided along each side of the pier at a height of approximately 48". A series of 16' tall decorative pole-mounted lighting fixtures are spaced along the sides of the pier at 80' on center, utilizing 70-watt high-pressure sodium lamps controlled by photocell. Drawings provided for reference indicate the pier's concrete deck was repaired and substantially rebuilt on the original piles in 1992; wood stairs with metal railings were installed at that time on each side of the pier, providing access from the pier to the municipal beach.

The east end of the pier, at its connection to public roads The Strand and Manhattan Beach Boulevard, a two-level wood-framed lifeguard station is located (reference Photographs 40 and 41 in Appendix B). The station's exterior includes cementitious stucco cladding, painted wood trim and metal railings, and clay tile roofing. The upper level contains a projecting, wood-framed observation walkway with painted metal railings, accessed by a wood-framed stair at its south side. Windows are aluminum-framed, single paned units and doors are painted, flush metal units in metal frames.

CONDITION

F1010 SPECIAL STRUCTURES

F1013 Other Special Structures

The pier appears to be in fair to good overall condition, walking surface cracking and evidence of water infiltration on the underside of the deck noted (reference Photographs 33 and 34 in Appendix B). Although the pier's deck was substantially rebuilt in 1992, based on the observed conditions and an EUL of 80 to 100 years, we recommend budgeting funds for as-needed concrete patching and crack-filling repairs to the deck, beams and piles throughout the study period.

Budgeting should also be provided for cyclical repainting of the metal railings. All other exterior paint work should have an EUL of 2 years in this corrosive environment, with touchups on an yearly basis as needed.

The lifeguard station appears to be in fair overall condition, with cracking stucco cladding, peeling paint and wood trim deterioration observed. We recommend budgeting for repairs to the stucco cladding, repairs to the wood trim and framing and exterior re-painting during the study period.

PROJECTED EXPENDITURES

Identified recommended works that are required during the 10 year study period are scheduled below. We recommend budgeting for additional project costs of between 25%-30% to allow for professional fees and general contractor overhead/profit and management costs.

| Element No. | Building Element | Recommendation | Qty | Unit | Rate | Cost | Year | Priority Code |
|-------------|--------------------------|---|-------|------|----------|-----------|------|---------------|
| F1013 | Other Special Structures | Maintenance repairs to the pier deck, framing and piles (assumes 10% of pier surface area)* | 2,230 | SF | \$68.06 | \$151,774 | 2013 | 4 |
| F1013 | Other Special Structures | Repaint the pier's metal railings with as-needed welding repairs | 1 | LS | \$30,000 | \$30,000 | 2013 | 4 |
| F1013 | Other Special Structures | Maintenance repairs to the pier deck, framing and piles (assumes 10% of pier surface area)* | 2,230 | SF | \$68.06 | \$151,774 | 2015 | 4 |
| F1013 | Other Special Structures | Repaint the pier's metal railings with as-needed welding repairs | 1 | LS | \$30,000 | \$30,000 | 2015 | 4 |
| F1013 | Other Special Structures | Maintenance repairs to the pier deck, framing and piles (assumes 10% of pier surface area)* | 2,230 | SF | \$68.06 | \$151,774 | 2017 | 4 |
| F1013 | Other Special Structures | Repaint the pier's metal railings with as-needed welding repairs | 1 | LS | \$30,000 | \$30,000 | 2017 | 4 |

| | | | | | | | | |
|--|--------------------------|---|-------|----|----------|-----------|------|---|
| F1013 | Other Special Structures | Maintenance repairs to the pier deck, framing and piles (assumes 10% of pier surface area)* | 2,230 | SF | \$68.06 | \$151,774 | 2019 | 4 |
| F1013 | Other Special Structures | Repaint the pier's metal railings with as-needed welding repairs | 1 | LS | \$30,000 | \$30,000 | 2019 | 4 |
| F1013 | Other Special Structures | Maintenance repairs to the pier deck, framing and piles (assumes 10% of pier surface area)* | 2,230 | SF | \$68.06 | \$151,774 | 2021 | 4 |
| F1013 | Other Special Structures | Repaint the pier's metal railings with as-needed welding repairs | 1 | LS | \$30,000 | \$30,000 | 2021 | 4 |
| Total Anticipated Expenditure for F Special Construction | | | | | | \$908,869 | | |

* Assumed most extensive 10% to be maintained/repaired each time

SECTION 8 - G SITEWORK

F10 SITE IMPROVEMENTS

In addition to the buildings located at the site, we have also undertaken a cursory review and assessment of the major site assets to further assist the City in understanding the condition of the site over all. The FCI calculations which are located in the Executive Summary do not include any likely cost that has been shown in this section.

DESCRIPTION

G2030 PEDESTRIAN PAVING

G2031 Paving & Surfacing

Variable-width concrete and concrete paver walkways are located along the public road The Strand at the east end of the pier and around the Pier Comfort Station (reference Photographs 16 through 19 in Appendix B). Also bordering the east edge of the site is a concrete-paved bicycle lane along The Strand. We were not provided with construction specifications or original installation details for the paving; therefore specific concrete mix, design strength, or its suitability for its existing use is not known.

G2033 Exterior Steps

Reinforced concrete stairs with anodized metal railings, providing access from the Pier Comfort Station to the municipal beach, are located at the north and south ends of the comfort station. Wood-framed stairs with painted metal railings are located near the east end of the pier near the lifeguard station, providing access from the pier to the beach (reference Photographs 42 and 45 in Appendix B).

G2040 SITE DEVELOPMENT

G2041 Fences & Gates

The east end of the pier contains gates at the lifeguard station (reference Photographs 40 and 45 in Appendix B). The gates are made of painted steel railings to match the pier's railings and are utilized to restrict access to the pier. Anodized metal railings topping retaining walls are provided along the walkway along The Strand to the north and south of the pier, and precast concrete bollards are placed at pier entrance to prevent vehicular access.

G2042 Retaining Walls

There are concrete retaining walls located along the north, south and west sides of the Pier Comfort Station and to the north and south sides of the pier entrance along The Strand (reference Photographs 46 through 48 in Appendix B). The surfaces of the walls are covered with patterns of decorative tile, are typically 8' to 10' in height and are topped by painted or anodized metal railings.

G2045 Site Furnishings

The site furnishings include precast-concrete benches, precast concrete and plastic waste receptacles, flagpoles, beach viewing telescopes, and at the Pier Roundhouse, exterior stainless steel sinks for fish cleaning (reference Photographs 17, 31 and 40 in Appendix B).

G2050 LANDSCAPING

G2055 Planting

Landscaping is limited to locations around the Pier Comfort Station and at the east side of the site along The Strand and consists of small shrubs and small and large palm trees (reference Photographs 17 and 18 in Appendix B).

CONDITION

G2030 PEDESTRIAN PAVING

G2031 Paving & Surfacing

The pedestrian walkways appeared to be in good to fair condition, with only minor issues of cracking, surface spalling loosened pavers observed. The walkways will require routine maintenance during the study period and this should be addressed on an as-needed basis as part of routine maintenance and funded as an operational expense.

G2033 Exterior Steps

The concrete stairs appeared to be in good to fair condition, with limited issues of cracking observed, although we noted several locations of cracking and loosened material in the concrete curbs along railing locations. We recommend localized repairs be completed to the concrete curbs in the near term at areas of cracking and spalling, to prevent accelerated deterioration, as part of routine maintenance operations. Based on a typical EUL of five to seven years for exterior painting, the painted railings will require repainting during the study period, and we recommend this be addressed in conjunction with the painting of the pier's railings.

G2040 SITE DEVELOPMENT

G2041 Fences & Gates

The gates at the east end of the pier are in good condition. Based on a typical EUL of 2 years for exterior painting in this marine environment, the painted gates will require repainting during the study period, and we recommend this be addressed in conjunction with the painting of the pier's railings. The concrete bollards are in fair condition, but one third are damaged and should be replaced.



G2042 Retaining Walls

The retaining walls appeared to generally be in good condition, although with locations of missing or loosened decorative tiles. We recommend completion of tile repairs as a routine maintenance item as an operational expense.

G2045 Site Furnishings

The site furnishings appeared to be in fair to good overall condition. Repairs necessary during the study period should be addressed on an as-needed basis, as part of routine maintenance and funded as operational expenses.

G2050 LANDSCAPING

G2055 Planting

The planted materials are in fair to good overall condition; although they will require routine maintenance and replacements during the study period, these conditions can be addressed on an as-needed basis as part of maintenance and funded as operational expenses.

G40 SITE ELECTRICAL UTILITIES

DESCRIPTION

G4020 SITE LIGHTING

G4021 Fixtures & Transformers

Exterior lighting throughout the site consisted pole-mounted fixtures along the sides of the pier and building mounted fixtures at the Pier Roundhouse and Pier comfort Station (reference Photographs 1, 19 and 31 in Appendix B).

- A series of 16' tall painted decorative pole-mounted lighting fixtures are spaced along the sides of the pier at 80' on center, each utilizing 70-watt high-pressure sodium lamps controlled by photocell.
- At the Pier Roundhouse, exterior lighting fixtures include four roof-mounted quartz-lamped fixtures with photocell controls.
- At the Pier Comfort Station, exterior lighting fixtures include building-mounted fixtures with LED or quad-tube CFL lamping on each façade.

CONDITION

G4020 SITE LIGHTING

G4021 Fixtures & Transformers

The site lighting appeared to be in poor to fair condition, although our assessment was completed during daylight hours. The condition of the light fixtures are as follows:

The pier lighting in generally in poor condition with wiring shorts reported on a regular occurrence due to insulation failure. Furthermore the light fixtures have deteriorated due to the marine environment through corrosion. The light poles also have corrosion present. We recommend that the wiring, light fixtures and poles are all replaced at the start of the study period to maintain good light levels along the pier and also to reduce the maintenance that is being performed.

The other building exterior lights have already been changed or are scheduled to be changed and therefore they have not been included for replacement and will last beyond the study period without replacement necessary.

PROJECTED EXPENDITURES

Identified recommended works that are required during the 10 year study period are scheduled below. We recommend budgeting for additional project costs of between 25%-30% to allow for professional fees and general contractor overhead/profit and management costs.

| Element No. Item | Building Element | Recommendation | Qty | Unit | Rate | Cost | Year | Priority Code |
|---|-------------------------|--|-----|------|--------|----------|------|---------------|
| G2041 | Fences & Gates | Repaint the metal railings and gates | 240 | LF | \$5.24 | \$1,258 | 2013 | 5 |
| G2041 | Fences & Gates | Replace damaged bollards | 7 | EACH | \$350 | \$2,450 | 2013 | 3 |
| G2041 | Fences & Gates | Repaint the metal railings and gates | 240 | LF | \$5.24 | \$1,258 | 2015 | 5 |
| G2041 | Fences & Gates | Repaint the metal railings and gates | 240 | LF | \$5.24 | \$1,258 | 2017 | 5 |
| G2041 | Fences & Gates | Repaint the metal railings and gates | 240 | LF | \$5.24 | \$1,258 | 2019 | 5 |
| G2041 | Fences & Gates | Repaint the metal railings and gates | 240 | LF | \$5.24 | \$1,258 | 2021 | 5 |
| G4021 | Fixtures & Transformers | Replace light fixtures along pier to LED type fixtures | 36 | EACH | \$650 | \$23,400 | 2013 | 3 |
| G4021 | Fixtures & Transformers | Replace wiring for pier light fixtures | 36 | EACH | \$250 | \$9,000 | 2013 | 3 |
| Total Anticipated Expenditure for G Building Sitework | | | | | | \$55,838 | | |

Appendix A

Ten-Year
Expenditure Forecast
2012 - 2021



10 YEAR EXPENDITURE FORECAST

Pier Comfort Station
100 Manhattan Beach Boulevard
Manhattan Beach, CA

Rev B



| Element No. | Component Description | Estimated Useful Life or Replacement Cycle (Yrs) | Remaining Useful Life (Yrs) | Quantity | Unit of Measurement | Unit Cost \$ | Plan Type | Priority | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | Total | Total | Combined Total | |
|--|--|--|-----------------------------|----------|---------------------|--------------|----------------------|----------|-----------|------|----------|---------|----------|----------|----------|------|----------|---------|----------|-----------|----------------|-----------|
| A. SUBSTRUCTURE | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | | | |
| B1022 | Repair concrete masonry walls & roof framing anchoring | 30 | 0 | 1.00 | LS | \$25,000.00 | Deferred Maintenance | 2 | \$25,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$25,000 | \$0 | \$25,000 | |
| B2011 | Repaint all previously exterior painted surfaces | 3 | 0 | 1,800.00 | SF | \$3,25 | Deferred Maintenance | 5 | \$5,850 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,850 | \$0 | \$5,850 | |
| B2011 | Repaint all previously exterior painted surfaces | 3 | 3 | 1,800.00 | SF | \$3,25 | Routine Maintenance | 5 | \$0 | \$0 | \$0 | \$5,850 | \$0 | \$0 | \$5,850 | \$0 | \$0 | \$0 | \$5,850 | \$0 | \$17,550 | |
| B3010 | Underlake clay tile roof covering repairs | 40 | 0 | 1.00 | LS | \$950.00 | Deferred Maintenance | 3 | \$950 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$950 | \$0 | \$950 | |
| B3021 | Replace the skylights | 30 | 5 | 50.00 | SF | \$76.37 | Capital Renewal | 3 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,819 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,819 | \$0 | \$3,819 |
| | | | | | | | | | \$31,800 | \$0 | \$0 | \$5,850 | \$0 | \$3,819 | \$5,850 | \$0 | \$0 | \$5,850 | \$31,800 | \$21,369 | \$53,169 | |
| B. SHELL SUB-TOTALS | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | \$14,400 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$14,400 | \$0 | \$14,400 |
| C1021 | Replace interior doors and frames | 20 | 0 | 12.00 | EACH | \$1,200.00 | Deferred Maintenance | 3 | \$14,400 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$14,400 | \$0 | \$14,400 | |
| C3012 | Repaint interior wall and ceiling surfaces | 2 | 0 | 3,000.00 | SF | \$3.25 | Deferred Maintenance | 5 | \$9,750 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$9,750 | \$0 | \$9,750 | |
| C3012 | Repaint interior wall and ceiling surfaces | 2 | 2 | 3,000.00 | SF | \$3.25 | Routine Maintenance | 5 | \$0 | \$0 | \$9,750 | \$0 | \$9,750 | \$0 | \$9,750 | \$0 | \$0 | \$0 | \$0 | \$9,750 | \$0 | \$39,000 |
| C3012 | Replace damaged sections of ceramic wall tiles | 5 | 0 | 1.00 | LS | \$650.00 | Deferred Maintenance | 5 | \$650 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$650 | \$0 | \$650 | |
| C3023 | Apply seal coating at concrete floor surfaces | 5 | 5 | 1,600.00 | SF | \$3.75 | Deferred Maintenance | 5 | \$6,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,000 | \$0 | \$6,000 | |
| C3023 | Apply seal coating at concrete floor surfaces | 30 | 0 | 1,600.00 | SF | \$3.75 | Routine Maintenance | 5 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,000 | \$0 | \$6,000 |
| C3024 | Repair concrete floor topping | 30 | 0 | 40.00 | SY | \$25.00 | Deferred Maintenance | 2 | \$1,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,000 | \$0 | \$1,000 | |
| | | | | | | | | | \$11,000 | \$0 | \$0 | \$0 | \$0 | \$6,000 | \$0 | \$0 | \$0 | \$0 | \$11,000 | \$0 | \$11,000 | |
| C. INTERIORS SUB-TOTALS | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | \$31,800 | \$0 | \$9,750 | \$0 | \$9,750 | \$6,000 | \$9,750 | \$0 | \$9,750 | \$0 | \$9,750 | \$0 | \$45,000 | \$76,800 |
| D20 | Renovate restroom | 15 | 0 | 1.00 | LS | \$95,000.00 | Deferred Maintenance | 3 | \$95,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$95,000 | \$0 | \$95,000 |
| D2031 | Underlake camera inspection of sewer lines | N/A | 0 | 1.00 | LS | \$1,000.00 | Deferred Maintenance | 3 | \$1,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,000 | \$0 | \$1,000 |
| D2031 | Replace pressure regulator and valve and move above ground | N/A | 0 | 1.00 | LS | \$650.00 | Deferred Maintenance | 3 | \$650 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$650 | \$0 | \$650 |
| | | | | | | | | | \$96,650 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$96,650 | \$0 | \$96,650 | |
| D. SERVICES SUB-TOTALS | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | \$96,650 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$96,650 | \$0 | \$96,650 |
| E. EQUIPMENT & FURNISHING SUB-TOTALS | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| F. SPECIAL CONSTRUCTION AND DEMOLITION SUB-TOTALS | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| G. BUILDING SITEWORK SUB-TOTALS | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Z. GENERAL SUB-TOTALS | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | \$0 | \$0 | \$9,750 | \$5,850 | \$9,750 | \$9,819 | \$15,600 | \$0 | \$9,750 | \$0 | \$5,850 | \$160,250 | \$0 | \$160,250 |
| | | | | | | | | | \$160,250 | \$0 | \$9,750 | \$5,850 | \$9,750 | \$9,819 | \$15,600 | \$0 | \$9,750 | \$0 | \$5,850 | \$160,250 | \$0 | \$160,250 |
| | | | | | | | | | \$160,250 | \$0 | \$10,546 | \$6,580 | \$11,406 | \$11,946 | \$19,739 | \$0 | \$13,344 | \$8,326 | \$81,887 | \$242,137 | | |

10 YEAR EXPENDITURE FORECAST

Pier Roundhouse
100 Manhattan Beach Boulevard
Manhattan Beach, CA

REV B



| Element No. | Component Description | Estimated Useful Life or Replacement Cycle (Yrs) | Remaining Useful Life (Yrs) | Quantity | Unit of Measurement | Unit Cost \$ | Plan Type | Priority | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | Total | Total | Combined Total | | | | | | | | |
|---|---|--|-----------------------------|----------|---------------------|--------------|-------------------------|----------|-----------|---------|----------|---------|-----------|-------|----------|------|---------|------|---------|----------|----------------|-----------|-----------|-----|---------|-----------|-----------|-----------|-----------|
| A. SUBSTRUCTURE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B. SHELL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B2011 | Repair all previously exterior painted surfaces | 3 | 0 | 2,200.00 | SF | \$3.25 | Deferred Maintenance | 5 | \$7,150 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$7,150 | \$0 | \$7,150 | | | | | | | |
| B2011 | Repaint all previously exterior painted surfaces | 3 | 3 | 2,200.00 | SF | \$3.25 | Routine Maintenance | 5 | \$0 | \$0 | \$0 | \$7,150 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$7,150 | \$21,450 | \$28,600 | | | | | | |
| B3010 | Replace the rotten wood at the cupola wood structure | N/A | 0 | 1.00 | LS | \$2,500.00 | Deferred Maintenance | 3 | \$2,500 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,500 | \$0 | \$2,500 | | | | | | | |
| B3010 | Undertake clay tile roof covering repairs | 40 | 0 | 1.00 | LS | \$750.00 | Deferred Maintenance | 2 | \$750 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$750 | \$0 | \$750 | | | | | | | |
| B3010 | Replace the weather vane | N/A | 0 | 1.00 | LS | \$650.00 | Deferred Maintenance | 3 | \$650 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$650 | \$0 | \$650 | | | | | | | |
| B3016 | Install copper gutters and downspout to Roundhouse | 20 | 0 | 244.00 | LF | \$15.00 | Deferred Maintenance | 3 | \$3,660 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,660 | \$0 | \$3,660 | | | | | | | |
| B. SHELL SUB-TOTALS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | | | | | | | |
| C. INTERIORS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C1021 | Replace interior doors and frames | 20 | 0 | 2.00 | EACH | \$1,200.00 | Deferred Maintenance | 3 | \$2,400 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,400 | \$0 | \$2,400 | | | | | | | |
| C3012 | Repoint interior wall and ceiling surfaces | 2 | 0 | 2,100.00 | SF | \$3.25 | Deferred Maintenance | 5 | \$6,825 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,825 | \$0 | \$6,825 | | | | | | | |
| C3012 | Repaint interior wall and ceiling surfaces | 2 | 2 | 2,100.00 | SF | \$3.25 | Routine Maintenance | 5 | \$0 | \$0 | \$6,825 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,825 | \$27,300 | \$34,125 | | | | | | |
| C3024 | Replace carpeting | 10 | 2 | 50.00 | SY | \$45.00 | Capital Renewal | 2 | \$0 | \$0 | \$2,250 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,250 | \$2,250 | \$2,250 | | | | | | |
| C. INTERIORS SUB-TOTALS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | \$9,225 | \$0 | \$9,075 | \$0 | \$6,825 | \$0 | \$6,825 | \$0 | \$6,825 | \$0 | \$6,825 | \$0 | \$9,225 | \$29,550 | \$38,775 | | | | | | |
| D. SERVICES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D1013 | Replace wheelchair lift for disabled access | 20 | 0 | 1.00 | LS | \$12,180 | Deferred Maintenance | 1 | \$12,180 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$12,180 | \$0 | \$12,180 | | | | | | | |
| D20 | Renovate restroom | 15 | 0 | 1.00 | LS | \$95,000 | Deferred Maintenance | 3 | \$95,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$95,000 | \$0 | \$95,000 | | | | | | | |
| D2018 | Replace drinking fountains | 20 | 0 | 2.00 | EACH | \$2,500.00 | Deferred Maintenance | 3 | \$5,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,000 | \$0 | \$5,000 | | | | | | | |
| D2021 | Replace 2" dia. exposed water service piping on the pier | 30 | 4 | 928.00 | LF | \$45.43 | Capital Renewal | 3 | \$0 | \$0 | \$0 | \$0 | \$42,159 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$42,159 | \$42,159 | \$42,159 | | | | | | |
| D2031 | Replace 4" dia. exposed sanitary waste service piping on the pier | 30 | 4 | 928.00 | LF | \$94.00 | Capital Renewal | 3 | \$0 | \$0 | \$0 | \$0 | \$87,232 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$87,232 | \$87,232 | \$87,232 | | | | | | |
| D2031 | Replace pressure regulator and valve and move above ground | N/A | 4 | 1.00 | LS | \$650.00 | Capital Renewal | 3 | \$0 | \$0 | \$0 | \$0 | \$650 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$650 | \$650 | \$650 | | | | | | |
| D2034 | Replace the duplex sewage ejector pump assembly | 20 | 4 | 1.00 | LS | \$6,200.00 | Capital Renewal | 3 | \$0 | \$0 | \$0 | \$0 | \$6,200 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,200 | \$6,200 | \$6,200 | | | | | | |
| D3041 | Clean ductwork | 5 | 0 | 2,222.00 | SF | \$0.25 | Deferred Maintenance | 3 | \$556 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$556 | \$0 | \$556 | | | | | | | |
| D3041 | Clean ductwork | 5 | 5 | 2,222.00 | SF | \$0.25 | Routine Maintenance | 3 | \$0 | \$0 | \$0 | \$0 | \$0 | \$556 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$556 | \$556 | \$556 | | | | | | |
| D3051 | Replace electric fan-coil units | 20 | 2 | 2.00 | EACH | \$3,575.00 | Energy & Sustainability | 3 | \$0 | \$0 | \$7,150 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$7,150 | \$7,150 | \$7,150 | | | | | | |
| D4011 | Replace 6" exposed water service piping on the pier | 30 | 4 | 928.00 | LF | \$65.43 | Capital Renewal | 3 | \$0 | \$0 | \$0 | \$0 | \$60,719 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$60,719 | \$60,719 | \$60,719 | | | | | | |
| D5012 | Undertake electrical repairs - as needed | 3 | 0 | 1.00 | LS | \$1,000.00 | Deferred Maintenance | 3 | \$1,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,000 | \$0 | \$1,000 | | | | | | | |
| D5012 | Undertake electrical repairs - as needed | 3 | 3 | 1.00 | LS | \$1,000.00 | Routine Maintenance | 3 | \$0 | \$0 | \$0 | \$1,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,000 | \$3,000 | \$3,000 | | | | | | |
| D5022 | Install motion sensor lighting controls | 10 | 1 | 10.00 | EACH | \$187.50 | Energy & Sustainability | 4 | \$0 | \$1,875 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,875 | \$0 | \$1,875 | | | | | | | |
| D. SERVICES SUB-TOTALS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | \$113,736 | \$1,875 | \$7,150 | \$1,000 | \$196,950 | \$556 | \$1,000 | \$0 | \$0 | \$0 | \$0 | \$1,875 | \$113,736 | \$209,541 | \$323,276 | | | | | | |
| E. EQUIPMENT & FURNISHING | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F. SPECIAL CONSTRUCTION AND DEMOLITION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| G. BUILDING SITEWORK | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Z. GENERAL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | | | | |
| Z. GENERAL SUB-TOTALS | | | | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| Expenditure Totals per Year | | | | | | | | | \$137,671 | \$1,875 | \$16,225 | \$8,150 | \$203,785 | \$556 | \$14,975 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,875 | \$137,671 | \$280,241 | \$398,211 | |
| Total Cost (Inflated @ 4% per Yr.) | | | | | | | | | \$137,671 | \$1,950 | \$17,549 | \$9,188 | \$238,400 | \$676 | \$18,948 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,950 | \$137,671 | \$307,631 | \$445,301 |

Appendix B

Photographs





Pier Roundhouse

Photograph No. 1

View of the east facade facing the pier.



Photograph No. 2

View of the north façade.



Photograph No. 3

View of the south façade.



Photograph No. 4

View of the clay roofing.



Photograph No. 5

View of the building's cupola.



Photograph No. 6

View of typical metal door with louvers at the electrical room on the north façade.



Photograph No. 7

Interior view of the central exhibit space's ceiling.



Photograph No. 8

Interior view of the central exhibit space.



Photograph Nos. 9A & 9B

Interior view of mezzanine office area (9A left) and of the main exhibit space (9B right).



Photograph No. 10

View of the men's restroom water closet stall.



Photograph No. 11

View of the men's restroom lavatory.



Photograph No. 12

View of the domestic water heater.



Photograph No. 13

View of the inoperable wheelchair lift in the central exhibit space.



Photograph No. 14

View of the supplemental air conditioner.



Photograph Nos. 15A & 15B

View of fire sprinkler system riser (15A left) and the electrical room equipment (15B right).



Pier Comfort Station

Photograph No. 16

View of the west façade of the Pier Comfort Station, from the pier.



Photograph No. 17

View of the south and east facades.



Photograph Nos. 18

View of the north and east facades.



Photograph No. 19

View of the ceramic tiled shower area on the west façade of the building.



Photograph No. 20

View of the roof edge with detached and missing clay tiles.



Photograph No. 21

View of the roof edge with missing clay tiles.



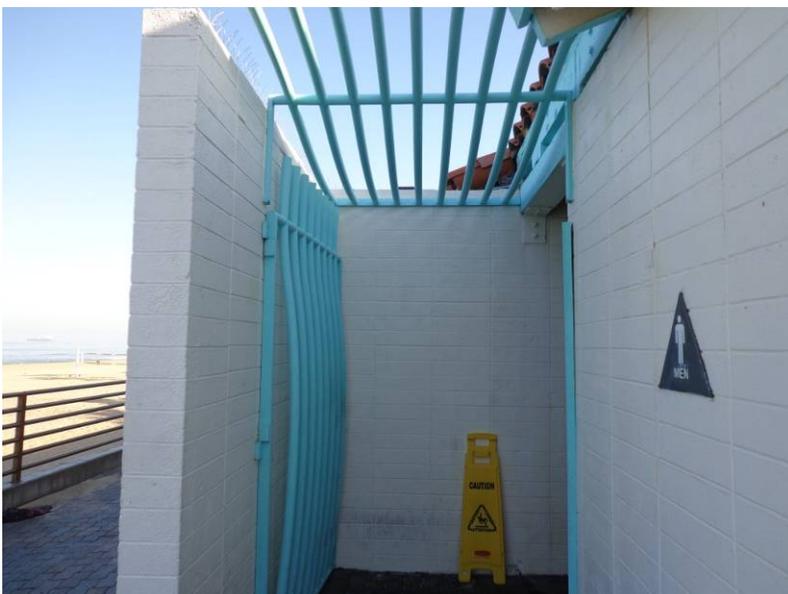
Photograph No. 22

View of horizontal cracking at the top of the façade's concrete masonry wall at the east side of the building.



Photograph No. 23

Interior view of horizontal cracking in the ceramic tile at the top of the wall at the west side of the building.



Photograph No. 24

View of one of the restroom entrance gates at the west side of the building.



Photograph No. 25

Interior view of the men's restroom dressing area.



Photograph No. 26

Interior view of the men's restroom urinals.



Photograph No. 27

Interior view of the men's restroom water closet stall.



Photograph No. 28

Interior view of the exposed roof framing and skylight in the men's restroom.



Photograph No. 29

View of the building's electrical main distribution panels and meters.



Photograph No. 30

View of the building's electrical panel boards.



Site Systems

Photograph No. 31

View of the pier, looking west from Manhattan Beach Boulevard and The Strand.



Photograph No. 32

View of the pier from the beach, looking west.



Photograph No. 33

View of the surface cracking in the pier's concrete deck.



Photograph No. 34

View of the cracking and efflorescence on the underside of the pier deck.



Photograph No. 35

View under the pier, looking east toward its connection with The Strand and Manhattan Beach Boulevard.



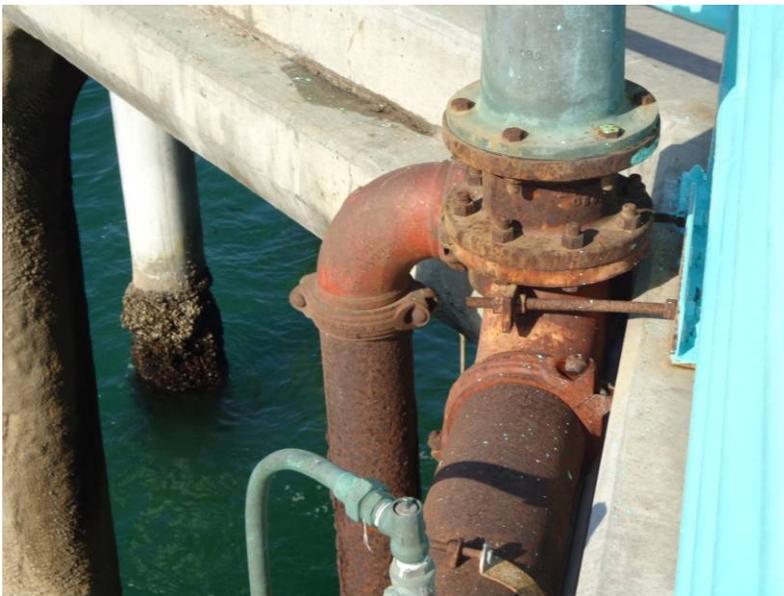
Photograph No. 36

View under the pier, looking west toward its terminus at the Pier Roundhouse.



Photograph No. 37

View the pier's painted metal railings and corroding utility piping along the deck edge.



Photograph No. 38

View corroding utility lines at the pier's edge.



Photograph No. 39

Overhead view of suspended utility line under the pier deck.



Photograph No. 40

View the lifeguard station and gates at the east end of the pier .



Photograph No. 41

View of the deteriorated conditions of the lifeguard station's upper level walkway.



Photograph No. 42

View of the concrete stairs and anodized metal railings at the north end of the Pier Comfort Station.



Photograph No. 43

View of deterioration in the concrete curbing below the railings at the west side of the Pier Comfort Station.



Photograph No. 44

View of cracking and efflorescence in the concrete wall and curbing, below the railings, at the west side of the Pier Comfort Station.



Photograph No. 45

View of one of the wood framed stairs at the east end of the pier.



Photograph No. 46

View of concrete retaining walls at the Pier Comfort Station and along The Strand.



Photograph No. 47

View of retaining wall, with shower stations, at the west side of the Pier Comfort Station.



Photograph No. 48

Detail view of the decorative tiles applied to the retaining walls at the east side of the site.

Appendix C

Asset Inventory



ASSET INVENTORY

Pier Roundhouse

D20 PLUMBING

| Location | Manufacturer | Model # | Serial # | Fuel / Rating | Capacity | ≈ Year of Installation |
|----------------------|--------------|---------|----------|---------------|----------|------------------------|
| South Equipment Room | Rheem | Unknown | Unknown | Electric | 10 Gal | 2010 |

D30 HVAC

| Location | Equipment Type | Manufacturer | Model No. | Serial No. | Capacity / Rating | Fuel Type | Year of Installation |
|------------------|--------------------------|--------------|-----------|------------|--------------------------|-------------------------|----------------------|
| Mezzanine Closet | Forced Air Fan Coil Unit | Carrier | FB4AW036 | Unknown | 36,000 BTUH / 25,980 KWH | Electric / Strip Heater | 1992 |
| Mezzanine Closet | Forced Air Fan Coil Unit | Carrier | FB4AW036 | Unknown | 36,000 BTUH / 25,980 KWH | Electric / Strip Heater | 1992 |

Unknown = Access limited or equipment had no name plates present.
 Assumed = Based on size of unit and area it serves / or possible year installed.

Appendix D

Document Review and Warranty Information



DOCUMENT REVIEW & WARRANTY INFORMATION

Pier Roundhouse and Comfort Station

In addition to the completion of our visual evaluation, Faithful+Gould interviewed the various representatives from the City of Manhattan Beach (where possible), and reviewed the following documentation:

New Roundhouse Structure and Remodel of Existing Comfort Station - 24 Drawings; Richard Gemigniani; dated September 1992

Roundhouse Remodel – 14 Drawings; Ron Yeo, F.T. Andrews and Consolidated Engineering; dated July 25, 2002

Comprehensive Energy Audit; PE Consulting; dated October 13, 2009

Roofing Evaluation Report; Tremco Inc.; dated June 4, 2013

Appendix E

Environmental Report: Asbestos & Lead-Based Paint



LIMITED ASBESTOS & LEAD-BASED PAINT ASSESSMENT REPORT

Presented To:

Faithful & Gould
3400 North Central Avenue
Suite 2400
Pheonix, AZ 85014

Assessment Location:

Pier Comfort Station
100 Manhattan Beach Blvd.
Manhattan Beach, CA. 90266

Andersen Environmental Project No. 1304-584

Report Date: June 6, 2013

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1.0 INTRODUCTION

This report presents the results of Andersen Environmental's Limited Asbestos & Lead-Based Paint Assessment of the restroom facilities located at 100 Manhattan Beach Blvd., Manhattan Beach, CA 90266 (referred to hereunder as the subject property). This document is prepared for the sole use of The City of Manhattan Beach and any regulatory agencies that are directly involved in this project. No other party should rely on the information contained herein without prior written consent of The City of Manhattan Beach scope of services, inspection methodology, and results are presented below.

2.0 SCOPE OF WORK

The purpose of this inspection and survey is to identify the Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP) present within the interiors and exteriors of the subject property building. As the asbestos sampling is destructive in nature, and may void any roof warranties, the roofing materials of the building were not sampled during this assessment.

Asbestos

The purpose of this assessment was to perform bulk sampling of suspect materials in order to determine the presence or absence of ACM associated with the two buildings at the subject property. The scope of this assessment included reviewing any provided building records and/or previous investigation records, visually identifying homogeneous areas and functional spaces, collecting bulk samples of suspect ACM, interpreting the laboratory results, producing a written report of our findings, recommendations, floor plans and approximations of ACM quantities.

Lead-Based Paint

The purpose of this assessment was to perform an X-Ray Fluorescence (XRF) survey of the two buildings onsite in order to determine which components may be covered with lead laden coatings. To comply with Title 17, EPA and HUD guidelines, painted and varnished surfaces in every accessible "room equivalent" were sampled for the presence of lead-based paint (LBP) and the condition of the painted surfaces was assessed. The intent was to ascertain the presence of LBP above the Los Angeles County action level using X-Ray Fluorescence. If LBP was found, the inspection would identify individual architectural components and their respective concentrations of lead in such a manner that this report would be used to characterize the presence of LBP at this property. The scope of work also included producing a written report of our findings and recommendations.

3.0 PROPERTY DESCRIPTION

The subject property consists of a single story, wood framed building utilized as a restroom facility. The exterior finishes consist of stucco CMU block walls on a concrete slab foundation with a pitched roof finished with Spanish tiles. The interior finishes include a concrete floor, CMU block walls and a wood framed roof.

4.0 INSPECTOR'S QUALIFICATIONS

Andersen Environmental performed the lead inspection at the site using a Niton XRF spectrum analyzer instrument. Freddy Torres has completed an EPA approved curriculum in Lead in Construction Inspector / Risk Assessor Training.

Benjamin Curry and Lamont Leiva of Andersen Environmental performed the asbestos inspection at the site. Lamont Leiva is certified by the State of California Division of Occupational Safety and Health (DOSH) as Certified Site Surveillance Technician and worked under the supervision of Benjamin Curry, a DOSH Certified Asbestos Consultant.

Personnel certificates have been provided in *Appendix C*.

5.0 TESTING PROTOCOL

Asbestos

The sampling was performed in accordance with requirements of the following regulations:

- Asbestos Hazard Emergency Response Act (AHERA); 40 CFR 763 Subpart E
- Asbestos School Hazard Abatement Reauthorization Act (ASHARA); Section 206 of the Toxic Substance Control Act
- National Emissions Standards for Hazardous Air Pollutants (NESHAPS); 40 CFR 61 Subpart M.

This report is a record of activities, observations, analytical results and recommendations performed to date.

Lead-Based Paint

The sampling was performed in accordance with requirements of the following regulations:

- Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housingⁱ.
- Title 17, California Code of Regulations
- EPA Lead Based Paint Program

XRF Testing: Testing of the painted surfaces was patterned after the inspection protocol in Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housingⁱⁱ. In every “room equivalent” within the tested property, one representative surface of each “testing combination” was tested. Multiple readings were collected to resolve inconsistencies in the test results.

Regulatory Compliance: Several public (government) agencies have a published “regulatory action level” to classify LBP. To further complicate matters, some of the established “levels” are quantified in different units of measurement. Listed below are the current regulatory agencies that have defined LBP, along with the respective action level:

| <u>Agency</u> (ppm ⁱⁱⁱ) | <u>Ordinance #</u> | <u>Action level (mg / cm²)</u> | <u>Action level</u> |
|--|----------------------------------|---|-----------------------|
| HUD / EPA | 24 CFR 35.86 & 40 CFR 745.103 | 1.0 mg / cm ² | 5,000 ppm |
| L.A. County | Title 11, 11.28.010 | 0.7 mg / cm ² | 600 ppm ^{iv} |
| OSHA / CAL OSHA | 29 CFR 1926.62 & Title 8, 1532.1 | <i>Not Specified</i> | 600 ppm ^v |

HUD / EPA have recently issued the following guidance regarding units of measurement for paint samples:

“Report lead paint amounts in mg/cm² because this unit of measurement does not depend on the number of layers of non-lead-based paint and can usually be obtained without damaging the painted surface. All measurements of lead in paint should be in mg/cm², unless the surface area cannot be measured or if all paint cannot be removed from the measured surface area. In such cases, concentrations may be reported in weight percent (%) or parts per million by weight (ppm).”^{vi}

Furthermore, EPA has previously issued guidance on lead content classification as follows:

“... The rule, at 24 CFR 35.86 and 40 CFR 745.103 states that a lead-based paint free finding must demonstrate that the building is free of ‘paint or other surface coatings that contain lead in excess of 1.0 milligrams per square centimeter (1.0 mg / cm²) or 0.5 percent by weight (5000 ppm).’ The State standards are not applicable, whether more or less stringent, since a State cannot amend Federal requirements.”^{vii}

In recognition of the various action levels the testing results are classified as follows for this report:

- Painted surfaces with readings at or above 0.7 mg / cm² are considered - Positive
- Painted surfaces with readings below 0.7 mg / cm² are considered - Negative

The individual readings have been provided on all field data sheets. Any future change in action levels by one of the regulating agencies may affect the classification of results.

For purposes of this survey, any material containing any detectable level of lead is subject to OSHA’s Lead Exposure in Construction Rule (29 CFR Part 1926). Any work that disturbs these materials must be performed in accordance with these and any other applicable standards.

6.0 METHOD OF TESTING

Lead-Based Paint

Paint Testing: The method employed was X-ray fluorescence (XRF) using a Niton XLp 303A by Thermo Scientific, this unit uses a radioactive source of Cadmium 109. It was calibrated to NIST standard lead concentration samples prior to and after its use. Uncoated surfaces and other bare materials were not tested. The instrument was operated in “Quick Mode,” where the duration for each test result is determined by a combination of:

- The actual reading relative to the designated action level;
- Age of the radioactive source;
- The substrate on which the test was taken.

The instrument’s calibration was verified according to the manufacturer's specifications in compliance with the Performance Characteristic Sheet (PCS) developed for this instrument.

The readings from this instrument produce a 95% confidence level that the “lead” reading accurately reflects the actual level of lead in the tested surfaces, relative to the federal action level.

7.0 SUMMARY OF RESULTS

Asbestos

The following materials are presumed to contain asbestos and are considered ACM unless further sampling proves otherwise:

| Material Description | Material Locations | Condition | Asbestos Percentage | Estimated Quantity* |
|------------------------------------|--------------------|-----------|---------------------|---------------------|
| Roofing Materials (Mastic & Felts) | Roof | Good | Presumed | 1,500 |

* These quantities are only approximations. The exact quantities should be measured by the abatement contractor during the bidding process.

All other suspect materials sampled during this assessment tested negative for asbestos.

Lead-Based Paint

Paint Sampling: Throughout the subject property, several of the painted components indicated the presence of lead-based paint (LBP) at or above the action level. The following summary lists the specific components that tested above the action level and their respective locations:

- (Exterior) Metal Gate Frame - 11.3 mg / cm²
- Restroom Ceramic Green Tile (Men’s & Women’s) – 5.4 – 6.1 mg / cm²

Sampling for this inspection was representative and any components that were not tested but similar to those components that tested positive for LBP should be considered and treated as lead laden.

8.0 RECOMMENDATIONS

Given the clients anticipated renovation of the subject property buildings, Andersen Environmental recommends the following:

Asbestos

If materials found to contain asbestos and/or presumed to contain asbestos are going to be disturbed or removed; by law, they must first be abated and properly disposed of by a licensed and Cal/OSHA registered asbestos abatement contractor prior to any renovation or demolition activities.

In as such that no destructive investigation has been performed during the survey, the report may not reveal concealed asbestos-containing materials. Subsequently, additional investigation including construction documents review and/or destructive investigation is recommended as a precaution to prevent accidental exposure when construction or demolition is planned for this facility. Any suspect

materials that are uncovered during construction activities; that were not sampled during this assessment, should be considered asbestos containing, unless sampled to prove otherwise.

It is highly recommended that abatement monitoring be performed by the asbestos consultant (Andersen Environmental) if asbestos abatement is to be performed while non-abatement persons (employees, tenants, other building occupants, or general public) are present in adjacent areas. Abatement monitoring included the collection of air samples in adjacent areas to demonstrate that asbestos fibers are not migrating out of the regulated areas. In addition to air sampling, the monitoring includes oversight of the abatement contractor to ensure that the work is being conducted in compliance with all applicable regulations and in accordance with the scope of work and abatement specifications. Such abatement monitoring serves to limit the legal liabilities of the building owner.

Lead-Based Paint

Numerous components and painted surfaces throughout the interior and exterior of the subject property were determined to contain lead concentrations above the regulated amount. LBP was found intact (good condition).

LBP components in good condition may remain in place subsequent to renovation/demolition or they may be removed intact by lead trained personnel in accordance with all applicable federal, state and local regulations.

Should the contractor choose not to remove the lead-based paint materials and remove the materials in their entirety with the lead-paint components in place, it is recommended that samples representative of the entire mass of the prospective waste stream be collected by the contractor. These samples should then be analyzed according to the CAL EPA protocols for waste characterization as follows:

To characterize all waste streams, the following should be performed:

- Collect a representative sample of the waste material.
- For a pile of waste take one sample of a proportionate combination of Component in the pile. If a large quantity of waste is generated no less than four samples may be required.

Analysis for the waste characterization samples shall be performed as follows:

- Waste generated by chemical stripping shall, in addition to the requirements for determining the solid and soluble lead concentrations, shall be tested for corrosiveness and other contaminants, as applicable, resulting from the chemical stripping process.
- Analyze samples for Total Threshold Limit Concentration (TTLC)
 - If results are less than 50 mg/kg, the waste is not hazardous and shall be disposed as general construction waste.
 - If sample results are between 50 and 1,000 mg/kg the waste shall be tested for Soluble Threshold Limit Concentration (STLC).
 - If the sample results are above 1,000 mg/kg the waste is considered California Regulated Hazardous Waste, and no further testing is needed.

Where waste is required to be tested for STLC, the following shall apply:

- If the STLC results are less than 5 mg/L and had a TTLC of less than 350 mg/kg, the material shall be disposed at a Class II waste landfill. Evidence of such results of the STLC testing will be required by the landfill before waste is accepted. No further testing is required.
- If the STLC results are 5 mg/L or greater, or had a TTLC between 350 mg/kg and 1,000 mg/kg, the waste is a California regulated waste and the material shall be tested using the federally mandated Toxicity Characterization Leaching Procedure (TCLP)

Where waste is required to be tested by TCLP the following shall apply:

- If the TCLP is less than 5 mg/L, the waste is California regulated hazardous solid waste (non-RCRA). This material shall be disposed in a Class I hazardous waste landfill.
- If the TCLP is equal to or greater than 5 mg/L, the waste is a federally regulated hazardous waste solid (RCRA). The waste will then require treatment before being disposed in a Class I hazardous waste landfill.

9.0 RENOVATION, REPAIR AND PAINTING (RRP) RULE

Anyone performing renovation, repair and painting projects that disturb painted surfaces in residences, child care facilities, and schools built before 1978 must be EPA RRP certified and follow specific lead safe work practices to prevent lead contamination. The rule applies where more than 6 square feet per room or 20 square feet outside will be “disturbed” by workers(s) being compensated.

9.0 INSPECTION LIMITATIONS

This Assessment was planned, developed, and implemented based on Andersen Environmental previous experience in performing asbestos and lead-based paint assessments. This inspection was patterned after Chapter 7 of the *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision)* and NESHAPS; 40 CFR 61 Subpart M. Andersen Environmental utilized state-of-the-art-practices and techniques in accordance with regulatory standards while performing this assessment. Andersen Environmental evaluation of the relative risk of exposure to lead identified during this inspection/risk assessment is based on conditions observed at the time of the inspection. Andersen Environmental cannot be responsible for changing conditions that may alter the relative exposure risk or for future changes in accepted methodology. Andersen Environmental uses only qualified personnel to perform building surveys. Reasonable effort was made to survey accessible suspect materials. Additional suspect materials may be located between walls, in voids, or in other inaccessible areas; caution should be exercised regarding these areas.

Andersen Environmental cannot warrant that these buildings do not contain LBP or ACM in locations other than those identified in this report.

Enclosed are the diagram(s), actual test results, and all relevant certifications and licenses.

Survey and Report by:

Benjamin Curry
DOSH Certified Asbestos Consultant No. 09-4549
CDPH Certified Lead Inspector/Assessor/Supervisor No. 20747

- i 1997 Revision
- ii 1997 Revision
- iii Parts per million
- iv Applies to sale and application of LBP.
- v Applies to construction related activities
- vi Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision).
- vii Office of Pollution Prevention and Toxics, (August 20, 1996)

Appendix F

Glossary of Terms



Acronyms & Glossary of Terms

| | |
|--------|--|
| CMU | Concrete Masonry Unit |
| BUR | Built-Up Roof |
| EIFS | Exterior Insulation and Finish System |
| EPDM | Ethylene Propylene Diene Monomer |
| SC | Solid Core Doors |
| HM | Hollow Metal Doors |
| MH | Man Holes |
| ABC | Aggregate Base Course |
| EMT | Electrical Metallic Conduit |
| | |
| EUL | Estimated Useful Life |
| RUL | Recommended Useful Life |
| EOL | End of Life |
| FCI | Facility Condition Index |
| CRV | Current Replacement Value |
| DM | Deferred Maintenance |
| | |
| SF | Square Foot |
| SY | Square Yards |
| PSF | Pounds-Per-Square-Foot |
| PSI | Pounds-Per-Square-Inch |
| | |
| NFPA | National Fire Protection Association |
| FACP | Fire Alarm Control Panel |
| NAC | Notification Appliance Circuit |
| FCC | Fire Command Center |
| HVAC | Heating Ventilating and Air conditioning |
| VAV | Variable Air Volume |
| AHU | Main Air Handling Units |
| HP | Horse Power |
| FSS | Fuel Supply System |
| MDP | Main Distribution Panel |
| SES | Service Entrance Switchboard's |
| NEMA | National Electrical Manufactures Association |
| HID | Intensity Discharge |
| EMT | Electrical Metallic Tubing |
| KVA | kilovolt-ampere |
| RO | Reverse Osmosis |
| BTU/HR | British Thermal Units per Hour |
| kW | Kilowatt |
| FPM | Feet per Minute (Elevator Speed) |
| Amp | Amperage |

Acronyms & Glossary of Terms

BTU – British Thermal Unit; the energy required to raise the temperature of one pound of water by one degree.

Building Envelope - The enclosure of the building that protects the building's interior from the outside elements, namely the exterior walls, roof and soffit areas.

Building Systems – Interacting or independent components or assemblies, which from single integrated units, that comprise a building and its site work, such as, pavement and flatwork, structural frame, roofing, exterior walls, plumbing, HVAC, electrical, etc.

Caulking – Soft, putty-like material used to fill joints, seams, and cracks.

Codes – See building codes.

Component – A fully functional portion of a building system, piece of equipment, or building element.

Deferred Maintenance – Physical deficiencies that cannot be remedied with routine maintenance, normal operating maintenance, etc., excluding de minimis conditions that generally do not present a material physical deficiency to the subject property.

Expected Useful Life (EUL) – The average amount of time in years that an item, component or system is estimated to function when installed new and assuming routine maintenance is practiced.

Facility – All or any portion of buildings, structures, site improvements, complexes, equipment, roads, walks, passageways, parking lots, or other real or personal property located on site.

Flashing – A thin, impervious sheet of material placed in construction to prevent water penetration or to direct the flow of water. Flashing is used especially at roof hips and valleys, roof penetrations, joints between a roof and a vertical wall, and in masonry walls to direct the flow of water and moisture.

Remaining Useful Life (RUL) – A subjective estimate based upon observations, or average estimates of similar items, components, or systems, or a combination thereof, of a number of remaining years that an item, component, or system is established to be able to function in accordance with its intended purpose before warranting replacement. Such period of time is affected by the initial quality of an item, component, or system, the quality of the initial installation, the quality and amount of preventative maintenance exercised, climatic conditions, extent of use, etc.

Thermal Resistance (R) – A unit used to measure a material's resistance to heat transfer. The formula for thermal resistance is: $R = \text{Thickness}(\text{in inches})/K$

Structural Frame – The components or building systems that support the building's nonvariable forces or weights (dead loads) and variable forces or weights (live loads).

Warranty – Legally enforceable assurance of quality or performance of a product or work, or of the duration of satisfactory performance. Warranty guarantee and guaranty are substantially identical in meaning; nevertheless, confusion frequently arises from supposed distinctions attributed to guarantee (or guaranty) being exclusively indicative of duration of satisfactory performance or of a legally enforceable assurance furnished by a manufacturer or other third party. The uniform commercial code provisions on sales (effective in all states except Louisiana) use warranty but recognize the continuation of the use of guarantee and guaranty.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated April_____, 2015 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Nonzero\Architecture, a California Corporation ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued a Request for Proposals on January 27, 2015, seeking proposals for the provision of architectural and engineering design services for the rehabilitation of the City's Municipal Pier, Pier Roundhouse and the Pier Comfort Station.

B. Contractor submitted a proposal ("Revision 2") dated March 17, 2015 in response to the RFP. This proposal is attached as Exhibit B.

C. City desires to utilize the services of Contractor as an independent contractor to provide such architectural and engineering design services for the rehabilitation of the City's Municipal Pier, Pier Roundhouse and the Pier Comfort Station, including the preparation of construction drawings and specifications, and providing assistance during the permitting, bidding, construction and close-out phases of the project.

D. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

E. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Peter Grueneisen, Principal (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's

Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline, attached hereto as **Exhibit C**.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

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

2. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through December 31, 2016, unless sooner terminated as provided in Section 13 of this Agreement or extended.

3. **Compensation.**

A. Compensation. As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor the total sum of One Hundred Forty Nine Thousand Six Hundred Dollars (\$149,600.00) (the "Maximum Compensation"), as set forth in the Approved Fee Schedule attached hereto as **Exhibit B**.

The City Manager shall have authority to increase the Maximum Compensation by up to twenty percent (20%); any further increase requires City Council approval.

B. Expenses. City shall only reimburse Contractor for those expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses collectively exceed the total sum of Five Thousand Eight Hundred Dollars (\$5,800.00).

C. Additional Services. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor's performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City

Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional Services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

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

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party

regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively



"Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph B. 2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities,

Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Contractor's obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provisions in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 8 shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-



owned auto endorsement to the Commercial General Liability policy required under subparagraph A. 1) of this Section 9.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 9 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 9.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 9 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.



H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 9.

10. **Mutual Cooperation.**

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. **Records and Inspections.** Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such

records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five (5) calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

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

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and



conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: Joe Parco
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5352
Email: jparco@citymb.info

If to Contractor:
Attn: Peter Grueneisen
NonzeroArchitecture
3200 Airport Avenue, Suite 20
Santa Monica, California 90405
Telephone: (310) 313-1000
Email: peterg@nonzeroarch.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (213) 626-8484
Email: qbarrow@citymb.info

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.



18. **No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. **Waiver.** No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. **Exhibits.** Exhibits A, B and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

21. **Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

22. **Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

23. **Word Usage.** Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

24. **Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

25. **Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a

municipal, superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

26. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

27. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

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

[SIGNATURE PAGE FOLLOWS]



The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:
City of Manhattan Beach,
a California municipal corporation

Contractor:
Nonzero\Architecture,
a California Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: PETER GRUENEISEN
Title: PRESIDENT

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: QMB
Name: Quinn M. Barrow
Title: City Attorney

EXHIBIT A SCOPE OF SERVICES

The rehabilitative work that will be performed at the Manhattan Beach Pier, the Pier Roundhouse and the Pier Comfort Station will be performed as described in the facility assessment report prepared by Faithful + Gould dated September 18, 2013. In addition, the rehabilitative work shall include work requested by the City's maintenance staff as indicated below. The rehabilitative work consists of, but is not limited to, the following:

THE MANHATTAN BEACH PIER

- a. The railings along the pier are to be patch sandblasted and all corrosion arrested. Finish to be system compatible high performance coatings such as those available from Carboline, Tnenmec, etc.
- b. Repair/patch spalled concrete areas along the Pier deck. Deck patching material to be of similar color and high compressive strength to withstand regular pressure washing.
- c. All deck handholds and vaults to be inspected and covers to be replaced with high loading, corrosion resistant, and bolt down style covers.
- d. The Manhattan Beach Fire Department will require the installation of a custom made/specialized telephone ring down and audible/visual alarming system to work in conjunction with unitized life ring cabinet. This custom made life ring cabinet will be design build. A preliminary cost to provide a system will be required at the 50% design document stage to determine if the system will be included in the final project.
- e. The lights on the lamp posts along the Pier will be replaced.
- f. The Manhattan Beach Police Department has asked for a possible video surveillance system at the Pier complex. A preliminary cost estimate to provide a system will be required at the 50% design document stage to determine if the system will be included in the final project.

PIER ROUNDHOUSE

- a. Roosting birds on the roof of the Pier Roundhouse is a nuisance to café patrons and maintenance concern due to corrosive droppings. Measures will need to be designed to minimize or eliminate roosting birds.
- b. The cupola is in poor condition and has rotten wood in places and needs replacing. Also, the seal on the decorative weather vane has failed and will need to be replaced.



- c. Installation of a gutter and downspout is required at the entrance to the Pier Roundhouse.
- g. The exterior of the building, including doors and frames, needs to be re-painted and the sealants need to be replaced. The exterior walls should contain an anti-graffiti coating.
- h. All of the door hardware is in poor condition and in many cases inoperable and needs to be replaced.
- i. The interior walls and ceilings need to be re-painted.
- j. The exterior walls should be painted with an anti-graffiti coating.
- k. The carpet on the mezzanine level needs to be replaced.
- l. The existing wheelchair lift is not operable and needs to be replaced.
- m. The restroom should be completely renovated, including full replacement of the plumbing fixtures.
- n. A new 2" water line should be installed along the Pier to the Pier Roundhouse to be used to flush the sewer line since the existing sewer line does not have enough slope.
 - a. The building's fan-coil units need to be replaced.
 - o. The exposed utility lines installed underneath the pier that feed the Pier Roundhouse all need to be replaced. See Faithful + Gould's Facility Condition Assessment report for types and sizes of utility lines.
 - p. The lighting controls in the building should be replaced.
 - q. The existing shutters on the exterior of the building are rusted and need to be replaced.
 - r. A gutter/downspout system should be installed at the main entrance to the Roundhouse.
 - s. The damaged roof tiles should be repair or replaced. An Add Alternate for a fiberglass tile roof should be included in the drawings and specifications.
 - t. Installation of a master rated pump for the sewer system will be installed at the end of the Pier adjacent to the Roundhouse.

PIER COMFORT STATION

- a. Measures will need to be designed to minimize or eliminate roosting birds on the Pier Comfort Station.



- b. Horizontal cracking has occurred at the top of the concrete masonry walls of the Pier Comfort Station. Repairs should be made to the masonry walls and strengthening of the wall/roof framing connections should be done.
- c. Re-paint and reseal the exterior of the building. Exterior paint should consist of an anti-graffiti coating.
- d. Re-paint the gates at the entry to the restrooms.
- e. Repair damaged tiles at the exterior showers (this is the art component of this building).
- f. Replace shower fixtures at the exterior showers and at the beach level exterior showers.
- g. Replace existing skylights.
- h. Replace all doors, frames and hardware. Stainless steel hardware should be specified.
- i. Restrooms should be designed to meet current (Americans with Disabilities Act) ADA requirements.
- j. Replace partitions and all plumbing fixtures in the restrooms.
- k. The wall separating the storage area and the locker room area in the Men's Restroom will be demolished. A small storage closet will be constructed in the southwest corner of the locker room area. Shelving will be installed above the existing concrete bench along the east wall. The existing concrete bench in the Men's Restroom will remain.
- l. The interior walls and ceilings to be re-painted.
- m. Existing wall tile in the Comfort Station to be removed and replaced with new wall tile.
- n. Grinding/repairing/resurfacing should occur at the concrete floor where leveling/topping has deteriorated. An elastomeric coating should be applied to the concrete floor after repairs have been made.
- o. The building does not have any exhaust fan units. Suitably sized exhaust fans should be installed.
- p. The existing underground pressure regulator and valves at the east side of the building should be moved above ground for easier access. The pressure regulator should be placed in a cage.



- q. Existing landscaping will remain. New landscaping around the Pier Comfort Station is not required.
- r. The existing telemetry antenna on the roof of the building should be preserved.
- s. The existing damaged roof tiles should be repaired. An Add Alternate for a fiberglass tile roof should be included in the drawings and specifications.
- t. Shelving should be installed above the existing concrete bench along the east wall of the Men's locker room.

Specific tasks required to complete the scope of work include, but are not limited to the following:

Task 1

Perform a thorough review of all existing as-built drawings, reports and consultant assessments. Research and identify any and all local, State and Federal laws and regulations that will impact the project.

Task 2

Perform a site inspection accompanied by City staff to identify and verify conditions of all water, sewer, fire, mechanical, and electrical systems. Inspect condition of current structures.

Task 3

Prepare a detailed project schedule taking into account final approved scope, budget and time constraints.

Task 4

Prepare and submit plans and specifications at the schematic, 50% design document, 100% design document, 50% construction document and 100% construction document phases for review. Prepare cost estimates at the 50% design document and 100% construction document phases. The selected Consultant will be required to assist the City in obtaining permits for the project.

Task 5

Assist the City during bidding of the project by attending the pre-bid conference and job walk, and responding to questions submitted by interested Contractors.

Task 6

Assist the City during the construction phase of the project by responding to Requests for Information, reviewing submittals, and performing job walks as necessary to insure that the work is being performed to the City's satisfaction and per the project drawings and specifications.

Task 7

Assist the City with close-out of the project by performing job walks to prepare punchlists, and confirm that the punchlist items have been completed by the Contractor.



**EXHIBIT B
APPROVED FEE SCHEDULE**

12100-0001\1810687v2.doc

B-1

DATE : March 17, 2015

PROJECT NO.: TBD - Proposal

TO : Ms. Karen Domerchie
Senior Management Analyst

City of Manhattan Beach
Department of Public Works
3621 Bell Avenue
Manhattan Beach, CA 90266

TEL : Karen Domerchie o. (310) 802-5321

e-mail : Karen Domerchie < kdomerchie@citymb.info >

FROM : Peter Grueneisen
e-mail : peterg@nonzeroarch.com

nonzero\architecture

3200 AIRPORT AVENUE, SUITE 20
SANTA MONICA, CALIFORNIA 90405

310 313 1000 telephone
310 313 1002 fax

www.nonzeroarch.com
www.baulon.com

C O S T P R O P O S A L F O R :

DESIGN SERVICES FOR THE REHABILITATION OF THE

**MANHATTAN BEACH PIER,
THE PIER ROUNDHOUSE AND THE PIER COMFORT STATION**

REVISION 2

11. Cost Proposal _____ **REVISION 2**

Fee for Basic Services

We propose a fixed fee for the entire project scope as described:

The Fee for Basic Services shall be a Fixed Fee of One Hundred and Fifty-Five Thousand Four Hundred US Dollars (US \$ 155,400.00)

Should the scope or cost of the project change significantly from the description, the Fixed Fee shall be mutually re-negotiated in good faith between Owner and Architect.

Exclusions / Clarifications:

Reimbursable expenses are included in the Fee for Basic Services.

Breakdown of Proposed Fees into Phases:

Architectural:

| | | | |
|--|---------------------|-------------|---------------------|
| 1. Conceptual and Schematic Design Phase | \$ 19,600.00 | 20% | |
| 2. Design Development Phase | \$ 19,600.00 | 20% | |
| 3. Construction Document Phase | \$ 49,000.00 | 50% | |
| 4. Construction Support Phase | \$ 9,800.00 | 10% | |
| Total Basic Fee Proposal | \$ 98,000.00 | 100% | \$ 98,000.00 |

Structural Engineering:

| | | |
|--------------------------|---------------------|---------------------|
| Basic Structural Design | \$ 10,200.00 | |
| Construction Observation | \$ 6,000.00 | |
| Total Structural | \$ 16,200.00 | \$ 16,200.00 |

MEP Engineering:

| | | |
|--------------------------|---------------------|---------------------|
| The Manhattan Beach Pier | \$ 10,800.00 | |
| Pier Roundhouse | \$ 18,600.00 | |
| Pier Comfort Station | \$ 6,000.00 | |
| Total MEP | \$ 35,400.00 | \$ 35,400.00 |

| | | |
|-------------------|--|----------------------|
| Total Fees | | \$ 149,600.00 |
|-------------------|--|----------------------|

Standard Hourly Billing Rates for Basic and Additional Services

Standard nonzero\architecture Rates for 2015 are as follows:

| | |
|--|----------------|
| Principal | \$ 240.00/hour |
| Associate | \$ 192.00/hour |
| Senior Project Architect / Project Manager | \$ 160.00/hour |
| Project Architect / Project Manager | \$ 128.00/hour |

Senior Designer \$ 112.00/hour
Designer \$ 88.00/hour
Clerical \$ 72.00/hour

Reimbursable Expense Estimate

Miscellaneous reimbursable expenses (e.g. printing, plotting, reproductions, postage, shipping and handling, video communication, local transportation, etc.) shall be billed periodically at 1.2 times the actual cost.

nonzero\architecture provides services to clients nationally and internationally by utilizing up-to-date methods of communication, including e-mail, FTP sites, phone and video conferencing, thereby minimizing travel expenses whenever possible.

Allowance for miscellaneous reimbursable expenses: \$ 5,800.00

Total Fixed Fee including expenses \$155,400.00

nonzero\architecture
3200 AIRPORT AVENUE, SUITE 20
SANTA MONICA, CALIFORNIA 90405

310 313-1000 T
310 313-1002 F
www.nonzeroarch.com
www.bauton.com

**EXHIBIT C
PROJECT TIMELINE**

| | |
|--|----------------------------------|
| Preparation of Schematic Design Documents: | April 2015 |
| Preparation of Design Documents: | May 2015 – June 2015 |
| Preparation of Construction Documents: | June 2015 – August 2015 |
| Obtain Permits | Mid-August 2015 – September 2015 |
| Bidding Phase for Construction: | September 2015 |
| Construction Phase: | October 2015 – May 2016 |
| Project Complete: | Mid-May 2016 |



Agenda Date: 4/7/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Mayor Pro Tem Burton

SUBJECT:

Request by Mayor Pro Tem Burton to Discuss the South Bay Cities Council of Government's (SBCCOG's) Notice of Intention to Consider a Dues Increase of 7% (currently \$12,989/proposed \$13,880) for Fiscal Year 2015-2016.

SEEKING INPUT

RECOMMENDATION:

Request for City Council to Discuss and Provide Input.

DISCUSSION:

Request by Mayor Pro Tem Burton to Discuss the South Bay Cities Council of Government's (SBCCOG's) Notice of Intention to Consider a Dues Increase of 7% (currently \$12,989/proposed \$13,880) for Fiscal Year 2015-2016.

Agenda Date: 4/7/2015

TO:

Honorable Mayor 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 action minutes of the:

- a) Parks and Recreation Commission Meeting of February 23, 2015
(Parks and Recreation Director Leyman)
- b) Finance Subcommittee Meeting of March 19, 2015
(Finance Director Moe)
- c) Planning Commission Meeting of March 25, 2015
(Community Development Director Lundstedt)

RECEIVE AND FILE

RECOMMENDATION:

Staff recommends that the City Council, by motion, take action to receive and file the minutes of the City Council subcommittees, City commissions, and other committees.

Attachments:

- 1. Parks and Recreation Commission Action Minutes of February 23, 2015
- 2. Finance Subcommittee Action Minutes of March 19, 2015
- 3. Planning Commission Action Minutes of March 25, 2015

CITY OF MANHATTAN BEACH
MINUTES OF THE PARKS AND RECREATION COMMISSION
Joslyn Community Center
1601 Valley Dr.
Manhattan Beach, CA 90266
February 23, 2015
6:30 PM

CONTENTS

A. CALL TO ORDER

The meeting was called to order at 06:36 PM.

B. PLEDGE TO THE FLAG

C. ROLL CALL

Present: Commissioners Rothans, Allard, Manna, Allen, Jones, Paralusz

Absent: Commissioner Zaun

Others present: Director, Parks and Recreation Mark Leyman
Recording Secretary Linda Robb

D. APPROVAL OF MINUTES

Commissioner Paralusz moved to approve the February 2, 2015 minutes with the change below. The motion was seconded by Commissioner Manna. The motion passed

P. 4, paragraph 6 – Change Commissioner Manna to Commissioner Paralusz on Dietz Brothers comment

Ayes: Commissioners Rothans, Allard, Manna, Allen, Paralusz and Jones

Nays: None

Abstain: None

Absent: Commissioner Zaun

E. CEREMONIAL

(Ceremonial item delayed until after General Business)

Allison Gist and Armance Sherman presented the Mayors Youth Council Intergenerational Event “We’re Better Together” Report.

Ms. Gist reported that after the key-note speaker, the crowd broke up into small groups to discuss the topic – “How can we work together to make Manhattan Beach a stronger community?,” with the following results:

1. Get the word out about intergenerational events by using social media, La Vista and Mustang morning news for the middle school and high school students and the bulletin board at Joslyn Center
2. Create mentoring program between the generations for people with special skills or shared interests; shared interests. For example, students may be able to help seniors with technology
3. Start an annual fair where students can talk to seniors about careers and education

Ms. Sherman spoke about activities that Seniors could do with students. Some ideas were to:

1. Train students drivers to help seniors with their errands
2. Form a senior/student choral group

3. Develop a drama group
4. Sponsor an evening of improv
5. Teach students to square dance
6. Create a community garden
7. Student senior sports event
8. Organize a beach clean up event
9. Have an intergenerational art show – scheduled for May
10. Have monthly intergenerational board meetings – will require the formation of an advisory board of teens and seniors

Commissioner Allard thanked Ms. Gist and Ms. Sherman for the fantastic work they did.

Commissioner Jones asked if there were any thoughts to auctioning the art at the Intergenerational art show to help fund events. Ms. Gist replied that it had not been discussed but was a good idea.

F. AUDIENCE PARTICIPATION (3-Minute Limit)

Commissioner Rothans opened the floor to audience participation.

Seeing none, the floor was closed.

G. GENERAL BUSINESS

Leadership Manhattan Beach educational panels presentation - Fire Chief Robert Espinosa introduced the Leadership Manhattan Beach four phase telescope/binocular project at the pier. He stated that the City Council approved the project and requested that the educational panel portion of the project be presented to the Parks and Recreation Commission. Chief Espinosa introduced George Apostol who presented a Powerpoint on the project. He stated that Phase 1 and 2 will replace the two telescopes on the pier. If funding is available, two more (Phase 3 and 4) will be installed in the upper parking lots, ADA compliant if possible. Mr. Apostol described the educational panels. The information on the panels will describe what the users will be looking at and will focus primarily on facts about the pier and Manhattan Beach. The signs are very durable, and have a long warranty. These signs are used at Niagara Falls among other places. The information on the signs will not duplicate Roundhouse information and will reflect what the observer is looking at in each direction.

The name of the vendor is Fossil. The size being proposed is 18”X24 which is narrow and rectangular and would be mounted directly to the rail on pier.

Commissioner Paralusz supports the project and would like to see the text before finally approved.

Mr. Apostol stated that the goal for the ribbon cutting is May 9th, 2015. The educational panels need to be finalized by the beginning of April. There is a 5 week lead time on the panels. Mr. Apostol stated that he could have content available by the next meeting for the Commission’s review.

Commissioner Jones asked if there is a safety issue with the signs leaning out from the rail. Mr. Apostol stated that the signs will be mounted near the telescopes which would help block access to the panels.

Commissioner Allard stated that he thought that the content would be approved by City Council and that the Commission just needed to approve the size and whether or not they would be allowed. Mr. Apostol confirmed that the issues in front of the commission are whether the panels would be allowed along with the size. Chief Espinosa stated that

although the content does not need to be approved by the Commission, the group would like to share the content and have the Commission's support.

Commissioner Allen asked about the costs. Mr. Apostol replied that the panels cost about \$2,000 each. He added that the goal of Leadership Manhattan Beach is to ultimately amass \$40,000 total which would allow all four phases of telescopes and panels.

Commissioner Manna asked how long you get when you drop a quarter into the telescope. Mr. Apostol replied that the telescopes can be set to allow as many as 120 seconds per quarter. He stated that the money received from the telescopes goes into the pier maintenance fund. Commissioner Manna asked if the intent is to have unique panels at each telescope. Mr. Apostol confirmed that is the intent.

Commissioner Rothans suggested looking at the Uniform Building Code as well as the City of Manhattan Beach Signage Ordinances to ensure that the proposed signage for the pier is in conformity with all applicable codes and standards.

Mr. Apostol stated that the top four topics discussed for the panels were:

- History of the Pier
- Looking south – Palos Verdes and Catalina
- Looking north , Santa Monica Bay
- Information about the general history of the South Bay and its Cities

Commissioner Paralusz move to approve the size and locations of the panels subject to the review of the content at the next meeting on March 23rd, 2015. Commissioner Manna seconded the motion.

Ayes: Commissioners Rothans, Allard, Manna, Allen, Paralusz and Jones

Nays: none

Abstain: none

Absent: Commissioner Zaun

H. COMMISSION ITEMS

Discussion RE Update and status RE Proposal of “Salute to the Troops Picnic & Concert 2015”

Commissioner Jones stated that the Zamperini family has turned down the invitation to attend the event as special guests. The sub-committee is still reaching out to people to emcee.

Commissioner Paralusz reached out to the MCHS chorale group. Due to the date being after school ends, the whole group may not be available but that one individual may be able to perform. Commissioner Paralusz suggested reaching out to Dennis McNeil.

The sub-committee spoke about the following items that should to be considered:

- It might not make sense to produce a video this year due to logistics and time constraints
- The LAX USO serves over 74,000 troops per year passing through every year. They have requested bottled water and Costco gift cards to buy ingredients for sandwiches available at the USO for free. Paper bags to carry sandwiches would also be appreciated.
- Have a table set up where attendees can write letters to the troops
- Staff will check on the possibility of having the local cable company videotape the concert and show on the MB Channel.

- Disabled Veteran and Special Guest parking – consider area west of Polliwog
- Shuttle system – determine budget or need
- Giveaways – rubber bracelets, baseball caps, t-shirts
- Meet-and-Greet Tents - signage
- Outreach to military organizations
- Printed concert program
- Signage – street banners
- Mira Costa Jazz Band – 4:00-5:00 at the Meet and Greet
- Photobooth
- Paper bags for USO

Member of the audience, Nancy Hersman, asked if anyone had approached the Air Force yet. Commissioner Jones stated that nobody had been approached yet.

Commissioner Allen asked if Boy Scouts could transport disabled veterans and family members. Commissioner Rothans stated that there would be Boy Scouts available.

Commissioner Rothans stated that it is important that we draw a large crowd and mentioned that a local politician may not be a big enough draw as an emcee but should definitely be invited. Commissioner Paralusz stated that they had been turned down by high profile potential emcees but need to have a back-up plan.

Commissioner Rothans stated that he would follow up with some other possible emcees, including Vince Vaughn and Bill Engval. He also stated that there were two boy scouts interested in doing the video as part of their Eagle Scout project. This would be a 10-15 minute video shown at intermission. As for corporate sponsor videos, he stated that he wouldn't be opposed to sponsor videos being shown before the event. Commissioners Jones and Paralusz both oppose sponsor videos but are not opposed to a slide presentation showing the corporation names. Commissioner Paralusz said that perhaps a scrolling list of sponsors would be more appropriate. She stated that if Boy Scouts are interested in doing the video and they fail to meet the deadline, it's not a big deal. Commissioner Jones mentioned that logistically it requires significant resources to show a video. Director Leyman stated that there is a huge cost range depending on the equipment required.

Commissioner Rothans stated that he had a conversation with Danny Olivas, former scout leader, who said that the Boy Scouts are excited about the project. Commissioner Rothans stated that the Boy Scouts are thinking of doing a 15-20 minute video to be shown during the intermission. Commissioner Paralusz stated that 20 minutes may be too long. 5-10 minutes may be better. She stated that the kids are going to put a lot of effort into it and she would want people to watch it. Commissioner Allen asked if there was any reason the video couldn't be shown before and after the event as well.

Commissioner Allard asked if staff could get costs from IS on what it might cost for the recorded concert to be broadcast. Director Leyman stated that options including local community college students could also be explored.

Commissioner Rothans opened the floor to public comment.

Resident, Lee Barr stated that the biggest issue is time. He suggested that having it as the first concert of the season is a great statement. He stated that the first concert should be something you can build on. He thanked the Commission for taking the time to plan this event. He stated that he doesn't need the giveaways but he likes the idea for the bags for the USO.

Resident, Nancy Hersman stated that she likes when the bands play pieces from the different branches and has people stand up and suggested the Middle School Band.

Commissioner Rothans recommended everyone go to www.dennismcneil.com to watch some of his work. Commissioner Rothans asked Commissioner Paralusz to reach out to Dennis McNeil to perform the National Anthem.

Commissioner Rothans inquired about the local cable provider and whether the City has a liason. He stated that if they could provide a videographer that would save us some money. He asked staff to check on this possibility.

The Commissioners unanimously agreed to eliminate the Shuttle option.

Commissioner Rothans moved to sponsorship. He stated that there is no budget to distribute as the numbers are in flux. Below are some quotes he received.

- Wristband (red white and blue) 27 characters .36 each for 1,000 pieces
- T-shirts \$4.20/each. 6 color on back, one color on front
- Challenge coins – \$4.50 per coin for opening quote - Commissioner Rothans stated he envisioned these going to military only

Commissioner Paralusz raised the question, would a veteran rather have a t-shirt or a donation to the USO? Commissioner Paralusz likes the idea of t-shirts for volunteers to make the volunteers recognizable to the public. She was also concerned that not all the attendees would receive a t-shirt.

Commissioner Rothans envisioned giving t-shirts to attendees and could be limited to the first 1,000. Director Leyman stated t-shirts are always well received, especially if the design is good. Commissioner Allen stated that t-shirts can be decided in May when the sponsorship funds are known. Let it be a function of how much money is raised.

Commissioner Rothans gave a brief history on challenge coins and shared various sample challenge coins with the Commission. Challenge coins for the event could feature the seal of Manhattan Beach on one side with date of event on other.

The Commissioners agreed that the prioritization for the giveaways is as follows:

1. wrist bands
2. challenge coins
3. t-shirts or baseball caps

Commissioner Rothans distributed the sponsorship packet and stated that the amounts were adjusted based on the decision not to engage Gary Sinise and the Lt. Dan Band.

Commissioner Jones stated that “Sponsor name/logo to appear in promotional advertising” should be added as a bullet.

Commissioner Paralusz stated that references to sponsor appearance in video should be change to signage. She stated that it would be best not to mention video in case it doesn’t happen.

Commissioner Paralusz asked if the reference to banners was for banner over the streets. Commissioner Allard clarified that it refers to the banners at event. Commissioner Paralusz asked that the wording be changed to clarify that the banners are at the venue only.

Commissioner Allard moved to approve the sponsorship package with changes listed above. Commissioner Paralusz seconded the motion. The motion passed.

Ayes: Commissioners Rothans, Allard, Manna, Allen, Paralusz and Jones

Nays: none

Abstain: none

Absent: Commissioner Zaun

Commissioner Allard stated that a more finalized budget would be available next month.

Commissioner Allard asked if the Commission would be providing the signage for the booths. Commissioner Jones stated that they should be provided by us so they are uniform.

Commissioner Rothans mentioned Manhattan Beach Little League parade and encouraged attendance. Commissioner Allard will coordinate where to meet.

I. STAFF ITEMS

Director Leyman announced the Light Gate dedication ceremony on February 25th at 4:00 p.m., immediately followed by a reception with the artists.

J. ADJOURNMENT

Commissioner Jones moved to adjourn. Commissioner Paralusz seconded the motion. The motion passed. The meeting was adjourned at 8:20 p.m.

Ayes: Commissioners Rothans, Allard, Manna, Allen, Paralusz and Jones

Nays: none

Abstain: none

Absent: Commissioner Zaun

Finance Subcommittee Meeting Draft Action Minutes

Meeting Date: March 19, 2015
Recording Secretary: Helga Foushanes

In Attendance: Tim Lilligren, Treasurer
Wayne Powell, Mayor
Tony D'Errico, Councilmember
Mark Danaj, City Manager
Bruce Moe, Finance Director
Henry Mitzner, Controller
Steve Charelian, Revenue Services Manager
Libby Bretthauer, Financial Analyst
Jeanne O'Brien, Sr. Accountant

Called to Order: 8:33 A.M. by Tim Lilligren, City Treasurer

Agenda Item #1 – Approval of Minutes from December 30, 2014 Finance Subcommittee Meeting

The Finance Subcommittee unanimously approved the minutes of the December 30, 2014 meeting.

Agenda Item #2 –Cost Allocation and User Fee Study Result – Matrix Consulting Group

Courtney Ramos (Project Manager) and Khushboo Hussain (Lead Analyst) from Matrix Consulting presented the results of Comprehensive Cost Allocation Plan and User Fee Study. The Cost Allocation Plan results in General Fund cost recovery from other funds of \$3,000,865, which is \$275,565 less than the current charges. Finance Director Moe pointed out that since the Street Lighting and Storm Water Funds have insufficient moneys, cost recovery from those funds has not been possible. The proposed User Fees if adopted using current City Council policies and statutory limitations, will result in increased revenues of \$853,434.

The Finance Subcommittee received and filed the report and directed staff to proceed to the City Council with the study results.

Agenda Item #3 – Consideration of Bad Debt Write-Off's to Collections from October 1, 2014 through December 31, 2014

The Finance Subcommittee received and filed the report.

Agenda Item #4 - 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 #5 – Preliminary February 2015 Month-End Financial Reports – Fiscal Year 2014-2015

The Finance Subcommittee received and filed the report.

Agenda Item #6 – Investment Portfolio for February 2015

The Finance Subcommittee received and filed the report.

Agenda Item #7 – Public Comments

None

Agenda Item #7 – Adjournment

The meeting adjourned at 10:34 A.M.

**CITY OF MANHATTAN BEACH
PLANNING COMMISSION MEETING ACTION MINUTES**

March 25, 2015

Council Chambers – 1400 Highland Avenue

6:30 P.M.

Final Decisions Made Tonight Will be Scheduled for City Council Review on April 21, 2015
(Unless otherwise stated at the meeting)

1. CALL MEETING TO ORDER **6:30 P.M.**

2. PLEDGE TO FLAG

3. ROLL CALL **ANDREANI, BORDOKAS, HERSMAN,
CONAWAY; ORTMANN ARRIVED
AT 6:48 P.M.**

4. AUDIENCE PARTICIPATION **(3-Minute Limitation) NONE**
The public may address the Commission regarding any item of City business not on the agenda.

5. APPROVAL OF MINUTES

03/25/15-1. Regular meeting – January 28, 2015 **APPROVED
(3:0:1; ANDREANI ABSTAINED;
ORTMANN ABSENT)**

6. GENERAL BUSINESS

03/25/15-2. Prioritization of Urban Land Institute (ULI) Recommendations
ACCEPTED PRESENTATION

7. DIRECTOR’S ITEMS **NONE**

8. PLANNING COMMISSION ITEMS **DISCUSSED WORK PLAN**
a. Work Plan Discussion

9. TENTATIVE AGENDA **April 8, 2015 NONE**
a. None to date

10. ADJOURNMENT TO **April 8, 2015 MEETING ADJOURNED
AT 7:42 P.M.**

April 8, 2015 April 22, 2015 April 29, 2015 (Adjourned Meeting) May 13, 2015 May 27, 2015

Meetings are broadcast live through Manhattan Beach Local Community Cable Channels (Time Warner Channel 8 and Verizon Channel 35), and Live Webcast via the City's website. Most meetings are rebroadcast at 12:00 PM and 8:00 PM on the Friday and Sunday following the Wednesday meeting on the Community Cable Channels and Live Webcast. If a City Council meeting falls in the same week as a Planning Commission meeting, the Commission meeting will be replayed the next week on Thursday at Noon. Meetings are archived at www.cityymb.info.

Agenda Date: 4/7/2015

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: March 12, 2015
- b) Investment Portfolio for the Month Ending February 28, 2015
- c) Financial Reports for the Month Ending February 28, 2015
(Finance Director Moe).

RECEIVE AND FILE

RECOMMENDATION:

Staff recommends that the City Council ratify the attached schedule 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 March 12, 2015 is \$2,847,803.43.

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 February 28, 2015. These reports mark the eighth 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.

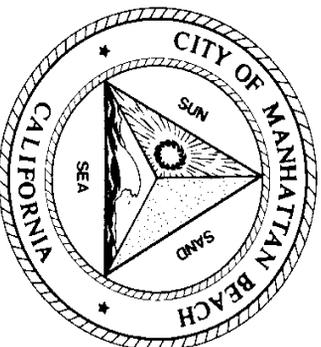
CONCLUSION:

Staff recommends that the City Council receive and file the attached financial reports.

Attachments:

1. Schedule of Demands for March 12, 2015
2. Investment Portfolio for the Month Ending February 28, 2015
3. Financial Reports for the Month Ending February 28, 2015

City of Manhattan Beach



Schedule of Demands

March 12, 2015

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT BATCH NUMBER:

WR 19b

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|--------------------------------|------------------------------------|--------------|
| 31615 | 3/16/2015 | T | UNION BANK | F.I.T./MEDICARE/S.I.T. | 328,396.45 |
| SUBTOTAL | | | | | 328,396.45 |
| 518111 | 3/12/2015 | N | ACCELA INC | CITYWIDE PERMITTING SOFTWARE CONT | 8,933.15 |
| 518112 | 3/12/2015 | N | EDWIN ACEVEDO | REIMBURSEMENT-TRAVEL EXPENSE | 136.00 |
| 518113 | 3/12/2015 | N | DEAN ALTSHULER | FALSE ALARM REFUND | 190.00 |
| 518114 | 3/12/2015 | N | ANI ACQUISITION SUB DOCULYNX | CONTRACT SERVICES-DOC IMAGING | 259.50 |
| 518115 | 3/12/2015 | N | AQUA FLO | IRRIGATION SUPPLIES CONTRACT | 1,161.50 |
| 518116 | 3/12/2015 | N | ARAKELIAN ENTERPRISES INC | STREET SWEEPING SERVICE EXTRAS | 30,161.69 |
| 518117 | 3/12/2015 | N | AT&T | T1 LINE TO RCC | 209.00 |
| 518118 | 3/12/2015 | N | FRANK I. BENEST | FACILITATOR FOR ALL HANDS MEETING | 3,149.77 |
| 518119 | 3/12/2015 | N | CA TEAMSTERS LOCAL 911 | DUES (MISC): PAYMENT | 6,239.00 |
| 518120 | 3/12/2015 | N | CA WATER SERVICE COMPANY | WATER SERVICE | 131.96 |
| 518121 | 3/12/2015 | N | CAPITAL ONE NATIONAL ASSN | MISC SUPPLIES-COSTCO | 1,518.62 |
| 518122 | 3/12/2015 | N | CAROLYNA MESSINA & ASSOC INC | PROFESSIONAL SERVICES | 2,100.00 |
| 518123 | 3/12/2015 | N | CASE ANYWHERE LLC | COURT COSTS | 60.00 |
| 518124 | 3/12/2015 | N | CITY OF MANHATTAN BEACH | PETTY CASH REPLENISHMENT | 504.95 |
| 518125 | 3/12/2015 | N | CITY OF REDONDO BEACH | BCT COST SHARING | 2,738.50 |
| 518126 | 3/12/2015 | N | CLEANSTREET | LANDSCAPE SERVICES EXTRAS | 31,353.19 |
| 518127 | 3/12/2015 | N | CLINICAL LAB OF SAN BERNARDINO | WATER QUALITY TESTING SERVICES CON | 1,792.65 |
| 518128 | 3/12/2015 | N | COLLICUTT ENERGY SERVICES INC | 2ND STREET BOOSTER GENERATOR SYSTI | 8,679.74 |
| 518129 | 3/12/2015 | N | COMMUNITY MED GROUP RIVERSIDE | MEDICAL SERVICES | 670.13 |
| 518130 | 3/12/2015 | N | COMSTOCK HOMES | CASH KEY REFUND | 4.00 |
| 518131 | 3/12/2015 | N | CONSOLIDATED ELEC DISTRIBUTORS | SCADA SOFTWARE SUPPORT | 8,368.65 |

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT BATCH NUMBER:

WT 19b

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|--------------------------------|-----------------------------------|--------------|
| 518132 | 3/12/2015 | N | CONTROL AUTOMATION DESIGN INC | SCADA COMPUTER REPAIRS | 3,240.00 |
| 518133 | 3/12/2015 | N | CORELOGIC INFO SOLUTIONS INC | CONTRACT SERVICES-VIN2DATA | 506.00 |
| 518134 | 3/12/2015 | N | CPS HUMAN RESOURCE SERVICES | RECRUITMENT COST | 550.00 |
| 518135 | 3/12/2015 | N | R CRAIG CROTTY | ARBORIST | 750.00 |
| 518136 | 3/12/2015 | N | CROWN BLDG MAINTENANCE CO INC | JANITORIAL SERVICES EXTRAS | 4,018.18 |
| 518137 | 3/12/2015 | N | D R MYERS DISTRIBUTING CO INC | CONTRACT SERVICES | 151.12 |
| 518138 | 3/12/2015 | N | DAVID T HAMILTON & ASSOC INC | CTTY YARD COVER | 4,560.00 |
| 518139 | 3/12/2015 | N | DESIGN HARDWOODS, INC | CUSTOM DINING TABLES | 9,000.00 |
| 518140 | 3/12/2015 | N | ROBERT DONNELLY | CASH KEY REFUND | 10.00 |
| 518141 | 3/12/2015 | N | DONNOE & ASSOCIATES INC | CONTRACT SERVICES | 885.00 |
| 518142 | 3/12/2015 | N | DOWNTOWN MB BUS & PROF ASSN | MB FIT INITIATIVE | 75.00 |
| 518143 | 3/12/2015 | N | EDUCATIONAL CREDIT MGMT CORP | EARNINGS WITHHOLDING | 435.10 |
| 518144 | 3/12/2015 | N | ENVIRONMENTAL EQUIP SUPPLY INC | WATER TREATMENT SYSTEMS | 692.24 |
| 518145 | 3/12/2015 | N | FEDERAL EXPRESS CORPORATION | DELIVERY SERVICE | 256.62 |
| 518146 | 3/12/2015 | N | FERGUSON ENTERPRISES INC | WATER MAINTENANCE SUPPLIES | 149.29 |
| 518147 | 3/12/2015 | N | FIRE INFO SUPPORT SERVICES INC | FIRERMS SUPPORT & MAINTENANCE CON | 2,200.00 |
| 518148 | 3/12/2015 | N | GARDA CL WEST INC | ARMORED SERVICE-MARCH 2015 | 472.49 |
| 518149 | 3/12/2015 | N | GEOSYNTTEC CONSULTANTS INC | NPDES & TMDL CONSULTING SERVICES | 12,222.39 |
| 518150 | 3/12/2015 | N | BETH GIBEAUT | CASH KEY REFUND | 10.00 |
| 518151 | 3/12/2015 | N | GLADWELL GOV SERVICES INC | ELECTION SERVICES | 2,847.50 |
| 518152 | 3/12/2015 | N | GLOBALSTAR INC | BATTALION 21 SATELLITE SERVICE | 335.15 |
| 518153 | 3/12/2015 | N | SUSAN GOLDMAN | CASH KEY REFUND | 23.00 |

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT BATCH NUMBER:

WR 19b

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|-------------------------------|-------------------------------------|--------------|
| 518154 | 3/12/2015 | N | RONALD GRAFTON | REIMBURSEMENT-TRAVEL EXPENSE | 136.00 |
| 518155 | 3/12/2015 | N | HAZEN AND SAWYER PC | ENGINEERING SVCS DISINFECTANT RESID | 23,227.00 |
| 518156 | 3/12/2015 | N | HDR ENGINEERING INC | SEPUVEDA BRIDGE WIDENING | 172,777.89 |
| 518157 | 3/12/2015 | N | BOB HEINEMANN | CASH KEY REFUND | 30.00 |
| 518158 | 3/12/2015 | N | TERRY HIND | OVERPAYMENT AMBULANCE BILLING | 1,112.16 |
| 518159 | 3/12/2015 | N | STEPHEN ROSS HYDE | PARKS & RECREATION REFUND | 540.00 |
| 518160 | 3/12/2015 | N | ICMA RETIREMENT TRUST - 401 | DEFERRED COMP 108075: PAYMENT | 673.08 |
| 518161 | 3/12/2015 | N | ICMA RETIREMENT TRUST - 401 | DEFERRED COMP 109365: PAYMENT | 2,991.85 |
| 518162 | 3/12/2015 | N | ICMA RETIREMENT TRUST - 457 | DEFERRED COMP AND LOAN REPAY 457 | 85,471.76 |
| 518163 | 3/12/2015 | N | ICMA RETIREMENT TRUST 401 | DEFERRED COMP 109766: PAYMENT | 8,642.03 |
| 518164 | 3/12/2015 | N | IDS GROUP INC | CITY YARD COVER PROJECT | 4,152.50 |
| 518165 | 3/12/2015 | N | INCONTACT INC | LONG DISTANCE SERVICE | 600.40 |
| 518166 | 3/12/2015 | N | INFOSEND INC | UB BILL/WEB PORTAL | 4,370.83 |
| 518167 | 3/12/2015 | N | IRON MOUNTAIN INFO MNGMT INC | RECORDS STORAGE | 1,285.38 |
| 518168 | 3/12/2015 | N | JOAN STEIN JENKINS | PROSECUTION SERVICES | 6,858.20 |
| 518169 | 3/12/2015 | N | JPMORGAN CHASE BANK NATL ASSC | MONTHLY LEASE-SEWER TRUCK | 16,488.30 |
| 518170 | 3/12/2015 | N | JENNIFER KALLOK | EARNINGS WTHHOLDING | 184.62 |
| 518171 | 3/12/2015 | N | KEVIN H KURROMI | RFP# 755-09 GRAPHIC DESIGN SERVICES | 3,525.00 |
| 518172 | 3/12/2015 | N | LA COUNTY DEPT OF PUB HEALTH | ANNUAL CROSS CONNECTION FEES | 924.00 |
| 518173 | 3/12/2015 | N | LA COUNTY MTA | FEBRUARY 2015 EZ PASS | 378.00 |
| 518174 | 3/12/2015 | N | LA COUNTY MTA | FEBRUARY 2015 TAP | 100.00 |
| 518175 | 3/12/2015 | N | LA COUNTY SHERIFF'S OFFICE | EARNINGS WTHHOLDING | 87.50 |

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT BATCH NUMBER:

WR 19b

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|--------------------------------|-------------------------------------|--------------|
| 518176 | 3/12/2015 | N | M B POLICE MGMT ASSC | DUES \$ (POL MGT ASSN): PAYMENT | 280.00 |
| 518177 | 3/12/2015 | N | M B POLICE OFFICERS ASSOCIA | DUES \$ (POLICE FIXED): PAYMENT | 5,969.53 |
| 518178 | 3/12/2015 | N | M B WATER DEPARTMENT | MONTHLY CHARGES | 6,777.53 |
| 518179 | 3/12/2015 | N | EMILY MACIAS | CASH KEY REFUND | 23.00 |
| 518180 | 3/12/2015 | N | MAIN STREET TOURS INC | TOURS/EVENTS | 7,331.00 |
| 518181 | 3/12/2015 | N | MARINE RESOURCES INC | TEMPORARY EMPLOYEE SERVICES | 10,616.77 |
| 518182 | 3/12/2015 | N | MBPOA RETREE | MD TRUST (MED TRUST): PAYMENT | 2,475.00 |
| 518183 | 3/12/2015 | N | KIT MCCALLA | PARKS & RECREATION REFUND | 300.00 |
| 518184 | 3/12/2015 | N | MELAD AND ASSOCIATES INC | CONTRACT SERVICES-PLAN CKS & INSPEC | 72,358.20 |
| 518185 | 3/12/2015 | N | GLENN MELNICK | PARKS & RECREATION REFUND | 50.00 |
| 518186 | 3/12/2015 | N | MELROY COMPANY INC | CORE DRILLING AND CONCRETE WORK | 460.00 |
| 518187 | 3/12/2015 | N | MERCHANTS LANDSCAPE SVCS INC | LANDSCAPE SERVICES EXTRAS | 9,110.00 |
| 518188 | 3/12/2015 | N | MIHM INC | CONTRACT SERVICES | 750.00 |
| 518189 | 3/12/2015 | N | OLIVER MORGAN | CASH KEY REFUND | 21.00 |
| 518190 | 3/12/2015 | N | TOM MUSANTE | PARKS & RECREATION REFUND | 84.00 |
| 518191 | 3/12/2015 | N | NATALIES CATERING | MEALS FOR SENIOR SERVICES | 1,706.94 |
| 518192 | 3/12/2015 | N | MARIA NAZARIAN-TAYLOR | PARKS & RECREATION REFUND | 50.00 |
| 518193 | 3/12/2015 | N | NTH GENERATION COMPUTING INC | NETWORK SERVERS AND ENGINEERING S | 4,963.73 |
| 518194 | 3/12/2015 | N | KELLY ODELLO | PARKS & RECREATION REFUND | 50.00 |
| 518195 | 3/12/2015 | N | ORANGE COUNTY SHERIFFS DEPT | REGISTRATION-BASIC FTO | 160.00 |
| 518196 | 3/12/2015 | N | ORTHOPAEDIC INST MEDICAL GROUP | MEDICAL SERVICES | 655.00 |
| 518197 | 3/12/2015 | N | BRUCE OSTENDORF | STREET SWEEPING REIMBURSEMENT | 142.91 |

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT BATCH NUMBER:

WR 19b

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|--------------------------------|-------------------------------------|--------------|
| 518198 | 3/12/2015 | N | PACIFIC COAST ELEVATOR CORP | ELEVATOR MAINTENANCE | 3,806.01 |
| 518199 | 3/12/2015 | N | PITNEY BOWES GLOBAL FINANCIAL | POSTAGE METER LEASE | 5,000.00 |
| 518200 | 3/12/2015 | N | PREPAID LEGAL SERVICES INC | PREPAID LEGAL: PAYMENT | 94.70 |
| 518201 | 3/12/2015 | N | PUBLIC EMPLOYEES' | PENSION CONTRIBUTION SAFETY: PAYME | 278,932.45 |
| 518202 | 3/12/2015 | N | RICHARDS WATSON & GERSHON | PROFESSIONAL LEGAL SERVICES | 68,703.53 |
| 518203 | 3/12/2015 | N | ROBERT HALF INTERNATIONAL, INC | TEMPORARY EMPLOYEE SERVICES | 2,675.56 |
| 518204 | 3/12/2015 | N | ROUTEMATCH SOFTWARE INC | DIAL A RIDE SOFTWARE | 375.00 |
| 518205 | 3/12/2015 | N | S B FIRE CHIEFS ASSOCIATION | ANNUAL MEMBERSHIP DUES | 375.00 |
| 518206 | 3/12/2015 | N | VANESSA LIZETTE SANCHEZ | CITATION REFUND | 79.00 |
| 518207 | 3/12/2015 | N | SELECTIVE GIFT INSTITUTE | EMPLOYEE AWARDS & EVENTS | 1,505.14 |
| 518208 | 3/12/2015 | N | SIGNPRO CORPORATION | PRINT CONSTRUCTION SIGNS | 1,678.60 |
| 518209 | 3/12/2015 | N | SIMS WELDING SUPPLY CO INC | WELDING SUPPLIES | 335.17 |
| 518210 | 3/12/2015 | N | MICHAEL SISTONI | REIMBURSEMENT-TRAVEL EXPENSE | 413.00 |
| 518211 | 3/12/2015 | N | SMART SOURCE OF CALIFORNIA LLC | PRINTING AND DIRECT MAILING SERVICE | 106.84 |
| 518212 | 3/12/2015 | N | SCOTT SMITH | CASH KEY REFUND | 20.00 |
| 518213 | 3/12/2015 | N | SOUTH BAY FORD INC | AUTO PARTS & SERVICE | 515.75 |
| 518214 | 3/12/2015 | N | SOUTH BAY POLICE TRAINING CMTE | EQUIPMENT | 620.00 |
| 518215 | 3/12/2015 | N | SOUTH COAST AQMD | ANNUAL OPERATING/EMISSION FEES | 451.57 |
| 518216 | 3/12/2015 | N | SOUTHERN CALIFORNIA EDISON | MONTHLY ELECTRIC CHARGES | 85,038.37 |
| 518217 | 3/12/2015 | N | STATE DISBURSEMENT UNIT | EARNINGS WITHHOLDING | 1,236.00 |
| 518218 | 3/12/2015 | N | STATE OF CALIFORNIA | CONTRACT SERVICES | 388.00 |
| 518219 | 3/12/2015 | N | STATE OF CALIFORNIA | LICENSE RENEWAL | 115.00 |

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT BATCH NUMBER:

WR 19b

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|--------------------------------|-------------------------------------|--------------|
| 518220 | 3/12/2015 | N | STEPHAN T HONDA MD INC | MEDICAL SERVICES | 315.00 |
| 518221 | 3/12/2015 | N | SULLY MILLER CONTRACTING CO | ASPHALT/EMULSION | 1,177.93 |
| 518222 | 3/12/2015 | N | SWRCB FEES | WATER DISTRIBUTION CERTIFICATION | 105.00 |
| 518223 | 3/12/2015 | N | TANGENT COMPUTER INC | MAINTENANCE RENEWAL | 1,495.00 |
| 518224 | 3/12/2015 | N | TAYLOR TENNIS COURTS INC | COURTS RESURFACING & RESTRIPIING | 1,211.90 |
| 518225 | 3/12/2015 | N | TEK PAYROLL TIME SYSTEMS INC | TIME CLOCK PARTS | 30.19 |
| 518226 | 3/12/2015 | N | THE DAVEY TREE EXPERT COMPANY | STREET TREE MASTER PLAN SERVICE | 9,353.00 |
| 518227 | 3/12/2015 | N | THE EDGE FITNESS TRAINING | FITNESS INSTRUCTOR | 351.40 |
| 518228 | 3/12/2015 | N | THE GAS COMPANY | MONTHLY GAS CHARGES | 5,530.41 |
| 518229 | 3/12/2015 | N | TIME WARNER CABLE INC | CABLE SERVICE | 218.82 |
| 518230 | 3/12/2015 | N | CHERYL TITTO | CITATION REFUND | 40.00 |
| 518231 | 3/12/2015 | N | TOTAL ADMINISTRATIVE SVCS CORP | CHILDD125 (CHILD 125 PLAN): PAYMENT | 8,054.14 |
| 518232 | 3/12/2015 | N | TYLER TECHNOLOGIES INC | IT CONFERENCE CALL | 75.00 |
| 518233 | 3/12/2015 | N | U.S. BANK | P/T EMP RETIREMENT CONTRIB: PAYMEN | 3,771.31 |
| 518234 | 3/12/2015 | N | U.S. BANK, N.A. | FLEET FUEL CARD CHARGES | 28.02 |
| 518235 | 3/12/2015 | N | UC REGENTS | NURSE EDUCATOR CONTRACT | 2,386.40 |
| 518236 | 3/12/2015 | N | UNITED PARCEL SERVICE | DELIVERY SERVICE | 48.59 |
| 518237 | 3/12/2015 | N | UNITED SITE SVCS OF CA INC | PORTABLE RESTROOMS | 256.60 |
| 518238 | 3/12/2015 | N | US BANCORP CARD SERVICES INC | P-CARD CHARGES | 120,355.77 |
| 518239 | 3/12/2015 | N | VA CONSULTING INC | VARIOUS CIP PROJECTS-AUGUST 2013 | 1,375.00 |
| 518240 | 3/12/2015 | N | VANTAGEPOINT TRANSFER AGENTS | RETMTNT HLTH SAVINGS CONTRIB: PAYME | 2,926.41 |
| 518241 | 3/12/2015 | N | ROBIN L VARGAS | EARNINGS WTHHOLDING | 553.85 |

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT BATCH NUMBER:

WR 19b

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------------|-----------|------|--------------------------------|-------------------------------------|---------------------|
| 518242 | 3/12/2015 | N | VERIZON CALIFORNIA INC | CABLE SERVICE | 16,144.05 |
| 518243 | 3/12/2015 | N | VORTEX INDUSTRIES | INDUSTRIAL DOOR & ELECTRONIC GATE 1 | 251.00 |
| 518244 | 3/12/2015 | N | WALLACE & ASSOC CONSULTING INC | SEPLVEDA & 2ND ST WATER MAIN INSPE | 15,053.00 |
| 518245 | 3/12/2015 | N | WALTERS WHOLESALE ELECTRIC CO | ELECTRICAL SUPPLIES | 24,376.92 |
| 518246 | 3/12/2015 | N | WASTE MANAGEMENT INC | FEB 2015 REFUSE REMITTANCE | 282,983.86 |
| 518247 | 3/12/2015 | N | WELLS TAPPING SERVICE INC | WATER MAIN DEVICE INSTALLATION | 9,588.00 |
| 518248 | 3/12/2015 | N | GEOFFREY WELLS | PERMIT REFUND | 525.00 |
| 518249 | 3/12/2015 | N | WESTCHESTER MEDICAL GROUP | MEDICAL SERVICES | 815.00 |
| 518250 | 3/12/2015 | N | WESTWOOD BUILDING MATERIALS | BLDG MATERIALS/CEMENT | 159.69 |
| 518251 | 3/12/2015 | N | TIM WIGHT | CASH KEY REFUND | 37.00 |
| 518252 | 3/12/2015 | N | WORLDPASS TRAVEL GROUP LLC | CHARTER BUS SERVICE | 1,995.00 |
| 518253 | 3/12/2015 | N | XEROX CORPORATION | MULTI MACHINES LEASE & BASE BUSINES | 6,300.04 |
| 518254 | 3/12/2015 | N | DAVID YOUNG | CASH KEY REFUND | 33.00 |
| 518255 | 3/12/2015 | N | ELIZABETH YOUNG | PARKS & RECREATION REFUND | 130.00 |
| 518256 | 3/12/2015 | N | ZAP MANUFACTURING INC | TRAFFIC SIGNS | 1,118.65 |
| SUBTOTAL | | | | | 1,582,276.83 |
| 10212 | 3/3/2015 | H | THE COMEDY & MAGIC CLUB | ANNUAL VOLUNTEER DINNER | 5,187.50 |
| SUBTOTAL | | | | | 5,187.50 |

WARRANT BATCH NUMBER:

WR 19b

CITY OF MANHATTAN BEACH
WARRANT REGISTER

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|----------------|------|------|------------|---------------------|--------------|
| COMBINED TOTAL | | | | | 1,915,860.78 |

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

WARRANT BATCH NUMBER:

WR 19b

CITY OF MANHATTAN BEACH
WARRANT REGISTER
CHECKS EQUAL TO OR ABOVE
\$2,500.00

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------------|-----------|------|-------------------------------|-------------------------------------|-------------------|
| 31615 | 3/16/2015 | T | UNION BANK | F.I.T./MEDICARE/S.I.T. | 328,396.45 |
| SUBTOTAL | | | | | 328,396.45 |
| 518111 | 3/12/2015 | N | ACCELA INC | CITYWIDE PERMITTING SOFTWARE CONT | 8,933.15 |
| 518116 | 3/12/2015 | N | ARAKELIAN ENTERPRISES INC | STREET SWEEPING SERVICE EXTRAS | 30,161.69 |
| 518118 | 3/12/2015 | N | FRANK I. BENEST | FACILITATOR FOR ALL HANDS MEETING | 3,149.77 |
| 518119 | 3/12/2015 | N | CA TEAMSTERS LOCAL 911 | DUES (MISC): PAYMENT | 6,239.00 |
| 518125 | 3/12/2015 | N | CITY OF REDONDO BEACH | BCT COST SHARING | 2,738.50 |
| 518126 | 3/12/2015 | N | CLEANSTREET | LANDSCAPE SERVICES EXTRAS | 31,353.19 |
| 518128 | 3/12/2015 | N | COLLICUTT ENERGY SERVICES INC | 2ND STREET BOOSTER GENERATOR SYSTI | 8,679.74 |
| 518131 | 3/12/2015 | N | CONSOLIDATED ELEC DISTRIBUTOR | SCADA SOFTWARE SUPPORT | 8,368.65 |
| 518132 | 3/12/2015 | N | CONTROL AUTOMATION DESIGN INC | SCADA COMPUTER REPAIRS | 3,240.00 |
| 518136 | 3/12/2015 | N | CROWN BLDG MAINTENANCE CO INC | JANITORIAL SERVICES EXTRAS | 4,018.18 |
| 518138 | 3/12/2015 | N | DAVID T HAMILTON & ASSOC INC | CITY YARD COVER | 4,560.00 |
| 518139 | 3/12/2015 | N | DESIGN HARDWOODS, INC | CUSTOM DINING TABLES | 9,000.00 |
| 518149 | 3/12/2015 | N | GEOSYNTEC CONSULTANTS INC | NPDES & TMDL CONSULTING SERVICES | 12,222.39 |
| 518151 | 3/12/2015 | N | GLADWELL GOV SERVICES INC | ELECTION SERVICES | 2,847.50 |
| 518155 | 3/12/2015 | N | HAZEN AND SAWYER PC | ENGINEERING SVCS DISINFECTANT RESID | 23,227.00 |
| 518156 | 3/12/2015 | N | HDR ENGINEERING INC | SEPUVEDA BRIDGE WIDENING | 172,777.89 |
| 518161 | 3/12/2015 | N | ICMA RETIREMENT TRUST - 401 | DEFERRED COMP 109365: PAYMENT | 2,991.85 |
| 518162 | 3/12/2015 | N | ICMA RETIREMENT TRUST - 457 | DEFERRED COMP AND LOAN REPAY 457 | 85,471.76 |
| 518163 | 3/12/2015 | N | ICMA RETIREMENT TRUST 401 | DEFERRED COMP 109766: PAYMENT | 8,642.03 |
| 518164 | 3/12/2015 | N | IDS GROUP INC | CITY YARD COVER PROJECT | 4,152.50 |
| 518166 | 3/12/2015 | N | INFOSEND INC | UB BILL/WEB PORTAL | 4,370.83 |

WARRANT BATCH NUMBER:

wr 19b

| |
|---|
| CITY OF MANHATTAN BEACH WARRANT REGISTER CHECKS EQUAL TO OR ABOVE \$2,500.00 |
|---|

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|--------------------------------|-------------------------------------|--------------|
| 518168 | 3/12/2015 | N | JOAN STEIN JENKINS | PROSECUTION SERVICES | 6,858.20 |
| 518169 | 3/12/2015 | N | JPMORGAN CHASE BANK NATL ASSC | MONTHLY LEASE-SEWER TRUCK | 16,488.30 |
| 518171 | 3/12/2015 | N | KEVIN H KURUMI | RFP# 755-09 GRAPHIC DESIGN SERVICES | 3,525.00 |
| 518177 | 3/12/2015 | N | M B POLICE OFFICERS ASSOCIA | DUES \$ (POLICE FIXED): PAYMENT | 5,969.53 |
| 518178 | 3/12/2015 | N | M B WATER DEPARTMENT | MONTHLY CHARGES | 6,777.53 |
| 518180 | 3/12/2015 | N | MAIN STREET TOURS INC | TOURS/EVENTS | 7,331.00 |
| 518181 | 3/12/2015 | N | MARINE RESOURCES INC | TEMPORARY EMPLOYEE SERVICES | 10,616.77 |
| 518184 | 3/12/2015 | N | MELAD AND ASSOCIATES INC | CONTRACT SERVICES-PLAN CKS & INSPEC | 72,358.20 |
| 518187 | 3/12/2015 | N | MERCHANTS LANDSCAPE SVCS INC | LANDSCAPE SERVICES EXTRAS | 9,110.00 |
| 518193 | 3/12/2015 | N | NTH GENERATION COMPUTING INC | NETWORK SERVERS AND ENGINEERING S | 4,963.73 |
| 518198 | 3/12/2015 | N | PACIFIC COAST ELEVATOR CORP | ELEVATOR MAINTENANCE | 3,806.01 |
| 518199 | 3/12/2015 | N | PITNEY BOWES GLOBAL FINANCIAL | POSTAGE METER LEASE | 5,000.00 |
| 518201 | 3/12/2015 | N | PUBLIC EMPLOYEES' | PENSION CONTRIBUTION SAFETY: PAYME | 278,932.45 |
| 518202 | 3/12/2015 | N | RICHARDS WATSON & GERSHON | PROFESSIONAL LEGAL SERVICES | 68,703.53 |
| 518203 | 3/12/2015 | N | ROBERT HALF INTERNATIONAL, INC | TEMPORARY EMPLOYEE SERVICES | 2,675.56 |
| 518216 | 3/12/2015 | N | SOUTHERN CALIFORNIA EDISON | MONTHLY ELECTRIC CHARGES | 85,038.37 |
| 518226 | 3/12/2015 | N | THE DAVEY TREE EXPERT COMPANY | STREET TREE MASTER PLAN SERVICE | 9,353.00 |
| 518228 | 3/12/2015 | N | THE GAS COMPANY | MONTHLY GAS CHARGES | 5,530.41 |
| 518231 | 3/12/2015 | N | TOTAL ADMINISTRATIVE SVCS CORP | CHILD125 (CHILD 125 PLAN): PAYMENT | 8,054.14 |
| 518233 | 3/12/2015 | N | U.S. BANK | P/T EMP RETIREMENT CONTRIB: PAYMEN | 3,771.31 |
| 518238 | 3/12/2015 | N | US BANCORP CARD SERVICES INC | P-CARD CHARGES | 120,355.77 |
| 518240 | 3/12/2015 | N | VANTAGEPOINT TRANSFER AGENTS | RETMNT HLTH SAVINGS CONTRIB: PAYME | 2,926.41 |

WARRANT BATCH NUMBER: **wr 19b**

CITY OF MANHATTAN BEACH
WARRANT REGISTER
CHECKS EQUAL TO OR ABOVE
\$2,500.00

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------------------|-----------|------|--------------------------------|-------------------------------------|---------------------|
| 518242 | 3/12/2015 | N | VERIZON CALIFORNIA INC | CABLE SERVICE | 16,144.05 |
| 518244 | 3/12/2015 | N | WALLACE & ASSOC CONSULTING INC | SEPULVEDA & 2ND ST WATER MAIN INSPE | 15,053.00 |
| 518245 | 3/12/2015 | N | WALTERS WHOLESALE ELECTRIC CO | ELECTRICAL SUPPLIES | 24,376.92 |
| 518246 | 3/12/2015 | N | WASTE MANAGEMENT INC | FEB 2015 REFUSE REMITTANCE | 282,983.86 |
| 518247 | 3/12/2015 | N | WELLS TAPPING SERVICE INC | WATER MAIN DEVICE INSTALLATION | 9,588.00 |
| 518253 | 3/12/2015 | N | XEROX CORPORATION | MULTI MACHINES LEASE & BASE BUSINES | 6,300.04 |
| SUBTOTAL | | | | | 1,529,736.71 |
| 10212 | 3/3/2015 | H | THE COMEDY & MAGIC CLUB | ANNUAL VOLUNTEER DINNER | 5,187.50 |
| SUBTOTAL | | | | | 5,187.50 |
| COMBINED TOTAL | | | | | 1,863,320.66 |

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

Report of Warrant Disbursements
wr 19b

| Fund | Description | Amount |
|--------|----------------------|----------------------------|
| 100 | General | 1,177,165.01 |
| 201 | Street Light | 14,945.30 |
| 230 | Prop A | 7,743.65 |
| 231 | Prop C | 172,777.89 |
| 401 | Capital Improvements | 13,899.20 |
| 501 | Water | 106,139.57 |
| 502 | Storm | 38,276.62 |
| 503 | Waste Water | 9,133.97 |
| 510 | Refuse | 283,692.26 |
| 520 | Parking | 36,179.55 |
| 521 | County Parking Lot | 591.38 |
| 522 | State Pier Lots | 8,890.62 |
| 601 | Insurance | 670.13 |
| 605 | Information Services | 1,495.00 |
| 610 | Vehicle Fleet | 20,025.40 |
| 615 | Building Maintenance | 24,235.23 |
| wr 19b | | 1,915,860.78 |
| | | <u>1,915,860.78</u> |
| | | <u><u>1,915,860.78</u></u> |

**CITY OF MANHATTAN BEACH PAYROLL
PAY PERIOD: 02/21/15 TO 03/06/15
PAY DATE: 03/13/15**

NET PAY 931,942.65

2/21/2015

3/6/2015

CITY OF MANHATTAN BEACH PAYROLL REPORT
PAYROLL PERIOD ENDING DATE 3/6/2015

| FUND | DESCRIPTION | AMOUNT |
|------|--|--------------------------|
| 100 | General Fund | 1,313,912.27 |
| 230 | Prop. A Fund | 15,808.85 |
| 501 | Water Fund | 27,052.42 |
| 502 | Stormwater Fund | 2,716.46 |
| 503 | Wastewater Fund | 7,291.75 |
| 510 | Refuse Fund | 3,994.30 |
| 520 | Parking Fund | 1,058.64 |
| 521 | County Parking Lots Fund | 160.44 |
| 522 | State Pier and Parking Lot Fund | 160.46 |
| 601 | Insurance Reserve Fund | 34,486.94 |
| 605 | Information Systems Fund | 29,168.29 |
| 610 | Fleet Management Fund | 9,308.66 |
| 615 | Building Maintenance & Operations Fund | 13,281.92 |
| 801 | Pension Trust Fund | 8,582.48 |
| | Gross Pay | <u>1,466,983.88</u> |
| | Deductions | 535,041.23 |
| | Net Pay | <u><u>931,942.65</u></u> |

Report of P-Card Transactions

| Account Date | Department Management Services | Amount |
|-----------------|-----------------------------------|----------|
| 100-11-011-5201 | Office Supplies | |
| 02/25/2015 | OFFICE DEPOT #5125 | 420.74 |
| 100-11-011-5201 | Office Supplies | 420.74 |
| 100-11-011-5204 | Conferences & Meetings | |
| 02/25/2015 | DOUBLETREE FESS PARKER | 263.44 |
| 02/25/2015 | DOUBLETREE FESS PARKER | -269.44 |
| 02/25/2015 | DOUBLETREE FESS PARKER | 532.88 |
| 02/25/2015 | MANHATTAN BEACH CHAMBER O | 1,062.50 |
| 02/25/2015 | MANHATTAN BEACH CHAMBER | 35.00 |
| 02/25/2015 | MANHATTAN BEACH CHAMBER | 385.00 |
| 100-11-011-5204 | Conferences & Meetings | 2,009.38 |
| 100-11-011-5217 | Departmental Supplies | |
| 02/25/2015 | COFFEE BEAN STORE | -24.40 |
| 02/25/2015 | COFFEE BEAN STORE | 24.40 |
| 02/25/2015 | COFFEE BEAN STORE | 24.40 |
| 02/25/2015 | MICHAELS STORES 3008 | 51.83 |
| 02/25/2015 | NEWPORT GREENHOUSES | 884.80 |
| 02/25/2015 | RALPHS #0166 | 13.47 |
| 02/25/2015 | SAMURAI SAMS | 225.56 |
| 02/25/2015 | SION MEXICAN RESTAURAN | 195.39 |
| 02/25/2015 | SMARTNFINAL32210303220 | 88.56 |
| 02/25/2015 | STATS FLORAL SUPPLY #2 | 3.12 |
| 02/25/2015 | STATS FLORAL SUPPLY #2 | 60.69 |
| 02/25/2015 | TARGET 00001990 | 2.71 |
| 02/25/2015 | TARGET 00001990 | -27.24 |
| 02/25/2015 | TARGET 00001990 | 31.04 |
| 02/25/2015 | THE HUMMUS FACTORY | 177.06 |
| 02/25/2015 | TRADER JOE'S #106 QPS | 27.73 |
| 02/25/2015 | VONS STORE00022756 | 30.95 |
| 100-11-011-5217 | Departmental Supplies | 1,790.07 |
| 100-11-021-5101 | Contract Services | |
| 02/25/2015 | OFFICE DEPOT #5125 | 182.36 |
| 100-11-021-5101 | Contract Services | 182.36 |
| 100-11-021-5104 | Computer Contract Services | |
| 02/25/2015 | AVANGATE*KEEP&SHARE | 9.00 |
| 100-11-021-5104 | Computer Contract Services | 9.00 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Management Services | Amount |
|------------------------|-----------------------------------|-----------------|
| 100-11-021-5201 | Office Supplies | |
| 02/25/2015 | AMAZON MKTPLACE PMTS | 30.30 |
| 02/25/2015 | OFFICE DEPOT #2740 | 62.11 |
| 02/25/2015 | OFFICE DEPOT #5101 | 32.38 |
| 02/25/2015 | OFFICE DEPOT #5125 | 118.22 |
| 02/25/2015 | OFFICE DEPOT #5125 | 155.77 |
| 02/25/2015 | OFFICE DEPOT #5125 | 167.53 |
| 02/25/2015 | OFFICE DEPOT #5125 | -222.88 |
| 02/25/2015 | OFFICE DEPOT #5125 | 278.13 |
| 02/25/2015 | OFFICE DEPOT #5125 | 87.95 |
| 02/25/2015 | OFFICE DEPOT #878 | 43.40 |
| 100-11-021-5201 | Office Supplies | 752.91 |
| | | |
| 100-11-021-5204 | Conferences & Meetings | |
| 02/25/2015 | ARGONAUT HOTEL | 509.46 |
| 02/25/2015 | HYATT HOTELS SAN FRANCISC | 811.69 |
| 02/25/2015 | LEAGUE OF CALIFORNIA CIT | 625.00 |
| 02/25/2015 | NICKCO MANHATTAN BEACH | 76.31 |
| 02/25/2015 | SFR TAXI 0140 | 18.10 |
| 02/25/2015 | SOUTHWES 5262478855157 | 7.00 |
| 02/25/2015 | SOUTHWES 5262481118410 | 237.10 |
| 02/25/2015 | SQ *S F TAXI | 11.25 |
| 02/25/2015 | SQ *VICTOR SAMOSVAT | 21.75 |
| 02/25/2015 | UBER TECHNOLOGIES INC | 11.11 |
| 02/25/2015 | UBER TECHNOLOGIES INC | 12.64 |
| 02/25/2015 | UBER TECHNOLOGIES INC | 18.40 |
| 02/25/2015 | UBER TECHNOLOGIES INC | 38.51 |
| 02/25/2015 | UBER TECHNOLOGIES INC | 4.00 |
| 02/25/2015 | UBER TECHNOLOGIES INC | 40.57 |
| 02/25/2015 | UBER TECHNOLOGIES INC | 5.20 |
| 02/25/2015 | UBER TECHNOLOGIES INC | 7.29 |
| 02/25/2015 | UBER TECHNOLOGIES INC | 8.17 |
| 02/25/2015 | UBER TECHNOLOGIES INC | 8.53 |
| 02/25/2015 | UBER | 11.08 |
| 02/25/2015 | UNITED 0162924821949 | 3.99 |
| 02/25/2015 | UNITED TAXI - LA | 25.14 |
| 02/25/2015 | YELLOW CAB CO. | 22.44 |
| 100-11-021-5204 | Conferences & Meetings | 2,534.73 |
| | | |
| 100-11-021-5217 | Departmental Supplies | |
| 02/25/2015 | APL* ITUNES.COM/BILL | 14.98 |
| 02/25/2015 | APL* ITUNES.COM/BILL | 19.24 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Management Services | Amount |
|-----------------|-----------------------------------|----------|
| 02/25/2015 | APL* ITUNES.COM/BILL | 4.99 |
| 02/25/2015 | APL* ITUNES.COM/BILL | 9.98 |
| 02/25/2015 | COFFEE BEAN STORE | 93.74 |
| 02/25/2015 | NOAH'S BAGELS #2546 | 40.47 |
| 02/25/2015 | NOAH'S BAGELS #2546 | 40.47 |
| 02/25/2015 | RALPHS #0166 | 32.63 |
| 02/25/2015 | THE KETTLE RESTAURANT | 42.52 |
| 02/25/2015 | VONS STORE00022756 | 3.80 |
| 100-11-021-5217 | Departmental Supplies | 302.82 |
| 100-11-021-5225 | Printing | |
| 02/25/2015 | SMARTSOURCE OF CALIF | 56.68 |
| 100-11-021-5225 | Printing | 56.68 |
| 100-11-041-5105 | Elections | |
| 02/25/2015 | AMAZON MKTPLACE PMTS | 35.74 |
| 02/25/2015 | COFFEE BEAN STORE | 69.95 |
| 02/25/2015 | DOMINO'S 7842 | 49.74 |
| 02/25/2015 | NOAH'S BAGELS #2546 | 12.88 |
| 02/25/2015 | SIGNVERTISE | 467.00 |
| 02/25/2015 | THE KETTLE RESTAURANT | 57.55 |
| 02/25/2015 | THE UPS STORE 1830 | 58.13 |
| 02/25/2015 | VONS STORE00022756 | 7.98 |
| 02/25/2015 | YA YA E FAVORMART | 179.68 |
| 02/25/2015 | YA YA E FAVORMART | 265.26 |
| 100-11-041-5105 | Elections | 1,203.91 |
| 100-11-041-5204 | Conferences & Meetings | |
| 02/25/2015 | CITY CLERKS ASSOCIATION O | 395.00 |
| 02/25/2015 | CITY CLERKS ASSOCIATION O | 395.00 |
| 02/25/2015 | MUNICIPAL MANAGEMENT ASSO | 85.00 |
| 100-11-041-5204 | Conferences & Meetings | 875.00 |
| 100-11-041-5205 | Training | |
| 02/25/2015 | MICHAELS STORES 3048 | 21.79 |
| 02/25/2015 | RALPHS #0166 | 54.15 |
| 02/25/2015 | SUBWAY 00146696 | 102.00 |
| 02/25/2015 | YA YA E FAVORMART | -71.62 |
| 02/25/2015 | YA YA E FAVORMART | -71.62 |
| 02/25/2015 | YA YA E FAVORMART | -95.49 |
| 100-11-041-5205 | Training | -60.79 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Management Services | Amount |
|-------------------------|---|------------------|
| 100-11-041-5217 | Departmental Supplies | |
| 02/25/2015 | RALPHS #0166 | 28.16 |
| 02/25/2015 | ROCK'N FISH MANHATTAN | 123.78 |
| 100-11-041-5217 | Departmental Supplies | 151.94 |
| 11 | Management Services | 10,228.75 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Finance | Amount |
|-----------------|--------------------------------|----------|
| 100-12-011-5201 | Office Supplies | |
| 02/25/2015 | OFFICE DEPOT #5125 | 1,075.87 |
| 02/25/2015 | OFFICE DEPOT #5125 | 118.27 |
| 02/25/2015 | OFFICE DEPOT #5125 | 71.80 |
| 100-12-011-5201 | Office Supplies | 1,265.94 |
| 100-12-011-5217 | Departmental Supplies | |
| 02/25/2015 | VONS STORE00022756 | 12.50 |
| 100-12-011-5217 | Departmental Supplies | 12.50 |
| 100-12-021-5217 | Departmental Supplies | |
| 02/25/2015 | GOVERNMENT FINANCE | 505.00 |
| 100-12-021-5217 | Departmental Supplies | 505.00 |
| 100-12-032-5204 | Conferences & Meetings | |
| 02/25/2015 | TYLER USER CONFERENCE | 775.00 |
| 100-12-032-5204 | Conferences & Meetings | 775.00 |
| 100-12-032-5225 | Printing | |
| 02/25/2015 | RYDIN DECAL- MOTO ST | 1,041.28 |
| 02/25/2015 | RYDIN DECAL- MOTO ST | 694.86 |
| 100-12-032-5225 | Printing | 1,736.14 |
| 100-12-052-5104 | Computer Contract Services | |
| 02/25/2015 | AMAZON WEB SERVICES | 660.57 |
| 100-12-052-5104 | Computer Contract Services | 660.57 |
| 605-12-051-5104 | Computer Contract Services | |
| 02/25/2015 | STK*SHUTTERSTOCK, INC. | 199.00 |
| 02/25/2015 | IN *ARCHIVESOCIAL | 2,035.71 |
| 605-12-051-5104 | Computer Contract Services | 2,234.71 |
| 605-12-051-5210 | Computers, Supplies & Software | |
| 02/25/2015 | AMAZON MKTPLACE PMTS | 217.99 |
| 02/25/2015 | AMAZON MKTPLACE PMTS | 56.22 |
| 02/25/2015 | AMAZON MKTPLACE PMTS | 709.36 |
| 02/25/2015 | AMAZON MKTPLACE PMTS | 709.36 |
| 02/25/2015 | AMAZON MKTPLACE PMTS | 719.37 |
| 02/25/2015 | AMAZON MKTPLACE PMTS | 79.99 |
| 02/25/2015 | AMAZON MKTPLACE PMTS | 9.47 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Finance | Amount |
|-----------------|--------------------------------|----------|
| 02/25/2015 | AMAZON.COM | 17.63 |
| 02/25/2015 | AMAZON.COM | 283.33 |
| 02/25/2015 | AMAZON.COM | 283.33 |
| 02/25/2015 | AMAZON.COM | 283.33 |
| 02/25/2015 | AMAZON.COM | 76.29 |
| 02/25/2015 | APL* ITUNES.COM/BILL | 6.99 |
| 02/25/2015 | CDW GOVERNMENT | 108.99 |
| 02/25/2015 | CDW GOVERNMENT | 108.99 |
| 02/25/2015 | CDW GOVERNMENT | 1,187.81 |
| 02/25/2015 | DMI* DELL CORP BUS | 1,710.61 |
| 02/25/2015 | DNH*GODADDY.COM | 167.97 |
| 02/25/2015 | DRI *PINNACLESYS.COM | 107.86 |
| 02/25/2015 | FRY'S ELECTRONICS #5 | -435.99 |
| 02/25/2015 | FRY'S ELECTRONICS #5 | 435.99 |
| 02/25/2015 | FRY'S ELECTRONICS #5 | 53.90 |
| 02/25/2015 | FRY'S ELECTRONICS #5 | -566.76 |
| 02/25/2015 | FRY'S ELECTRONICS #5 | 566.76 |
| 02/25/2015 | FRY'S ELECTRONICS #5 | 8.68 |
| 02/25/2015 | TV PRO GEAR | 970.10 |
| 605-12-051-5210 | Computers, Supplies & Software | 7,877.57 |
| | | |
| 615-12-042-5101 | Contract Services | |
| 02/25/2015 | GOURMETCOFFEESERVICE,INC | 1,135.36 |
| 02/25/2015 | GOURMETCOFFEESERVICE,INC | 540.11 |
| 02/25/2015 | DS SERVICES STANDARD COFF | 588.00 |
| 02/25/2015 | G2 REVOLUTION LLC | 199.50 |
| 02/25/2015 | PITNEY BOWES PI | 125.43 |
| 02/25/2015 | SUPERIOR PLANT SCAPES | 247.00 |
| 615-12-042-5101 | Contract Services | 2,835.40 |
| | | |
| 615-12-042-5211 | Automotive Parts | |
| 02/25/2015 | COMPLETES PLUS CPL | 341.82 |
| 02/25/2015 | EDDINGS 0026741 | 548.87 |
| 02/25/2015 | EDDINGS 0026741 | 62.52 |
| 615-12-042-5211 | Automotive Parts | 953.21 |
| | | |
| 615-12-042-5222 | Warehouse Inventory Purchases | |
| 02/25/2015 | CLEANSOURCE | 1,401.83 |
| 02/25/2015 | CLEANSOURCE | 776.17 |
| 02/25/2015 | WAXIE SANITARY SUPPLY | 711.77 |
| 02/25/2015 | WW GRAINGER | 372.01 |
| 02/25/2015 | WW GRAINGER | 522.21 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Finance | Amount |
|-------------------------|-------------------------------|------------------|
| 02/25/2015 | ZERO WASTE USA | 2,256.30 |
| 615-12-042-5222 | Warehouse Inventory Purchases | <u>6,040.29</u> |
| 12 | Finance | <u>24,896.33</u> |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Human Resources | Amount |
|-------------------------|---------------------------------------|-----------------|
| 100-13-011-5201 | Office Supplies | |
| 02/25/2015 | OFFICE DEPOT 1135 | 16.31 |
| 02/25/2015 | OFFICE DEPOT #1127 | 2.39 |
| 02/25/2015 | OFFICE DEPOT #5125 | 86.72 |
| 100-13-011-5201 | Office Supplies | 105.42 |
| 100-13-011-5204 | Conferences & Meetings | |
| 02/25/2015 | PAYPAL *SCPMA HR | 79.00 |
| 02/25/2015 | PAYPAL *SCPMA HR | 79.00 |
| 100-13-011-5204 | Conferences & Meetings | 158.00 |
| 100-13-011-5218 | Recruitment Costs | |
| 02/25/2015 | CAFE RIO MANHATTAN QPS | 268.69 |
| 02/25/2015 | CALIFORNIA SOCIETY OF MUN | 275.00 |
| 02/25/2015 | COFFEE BEAN STORE | 8.50 |
| 02/25/2015 | CORNER BAKERY | 245.00 |
| 02/25/2015 | JOBS AVAILABLE INC | 702.00 |
| 02/25/2015 | KINGS HAWAIIAN RES | 8.40 |
| 02/25/2015 | NICKCO MANHATTAN BEACH | 164.20 |
| 02/25/2015 | THE KETTLE RESTAURANT | 88.19 |
| 100-13-011-5218 | Recruitment Costs | 1,759.98 |
| 601-13-021-5204 | Conferences & Meetings | |
| 02/25/2015 | PARKING - DLH | 10.00 |
| 02/25/2015 | PAYPAL *PRJ CHARGE | 200.00 |
| 02/25/2015 | TOPA MANAGEMENT COMPANY | 32.00 |
| 601-13-021-5204 | Conferences & Meetings | 242.00 |
| 601-13-021-5205 | Training | |
| 02/25/2015 | NOAH'S BAGELS #2546 | 13.49 |
| 601-13-021-5205 | Training | 13.49 |
| 13 | Human Resources | 2,278.89 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Recreation | Amount |
|-------------------------|--|-----------------|
| 100-14-011-5201 | Office Supplies | |
| 02/25/2015 | OFFICE DEPOT 1135 | 18.31 |
| 02/25/2015 | OFFICE DEPOT 1135 | 18.31 |
| 02/25/2015 | OFFICE DEPOT #1127 | 11.17 |
| 02/25/2015 | OFFICE DEPOT #5101 | 10.55 |
| 02/25/2015 | OFFICE DEPOT #5101 | 4.35 |
| 02/25/2015 | OFFICE DEPOT #5125 | 111.49 |
| 02/25/2015 | OFFICE DEPOT #5125 | 166.07 |
| 02/25/2015 | OFFICE DEPOT #5125 | 170.77 |
| 02/25/2015 | OFFICE DEPOT #5125 | 19.60 |
| 02/25/2015 | OFFICE DEPOT #5125 | 299.75 |
| 02/25/2015 | OFFICE DEPOT #5125 | 43.59 |
| 02/25/2015 | OFFICE DEPOT #5125 | 60.79 |
| 02/25/2015 | OFFICE DEPOT #5125 | 603.02 |
| 02/25/2015 | OFFICE DEPOT #5125 | 7.18 |
| 02/25/2015 | PARADISE AWARDS | 45.02 |
| 100-14-011-5201 | Office Supplies | 1,589.97 |
| 100-14-011-5203 | Reference Books & Periodicals | |
| 02/25/2015 | AMAZON.COM | 33.65 |
| 100-14-011-5203 | Reference Books & Periodicals | 33.65 |
| 100-14-011-5204 | Conferences & Meetings | |
| 02/25/2015 | DOUBLETREE MISSION VLY | 422.06 |
| 02/25/2015 | PAYPAL *CPTC | 275.00 |
| 100-14-011-5204 | Conferences & Meetings | 697.06 |
| 100-14-011-5205 | Training | |
| 02/25/2015 | CHICKEN MAISON | 138.65 |
| 02/25/2015 | CHICKEN MAISON | 18.97 |
| 100-14-011-5205 | Training | 157.62 |
| 100-14-011-5217 | Departmental Supplies | |
| 02/25/2015 | PIT FIRE ARTISAN PIZZA | 106.45 |
| 100-14-011-5217 | Departmental Supplies | 106.45 |
| 14 | Recreation | 2,584.75 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Police | Amount |
|-----------------|----------------------------|----------|
| 100-15-011-5101 | Contract Services | |
| 02/25/2015 | DTV*DIRECTV SERVICE | 164.64 |
| 100-15-011-5101 | Contract Services | 164.64 |
| 100-15-011-5104 | Computer Contract Services | |
| 02/25/2015 | LOCATEPLUS | 104.95 |
| 100-15-011-5104 | Computer Contract Services | 104.95 |
| 100-15-011-5109 | Background Investigations | |
| 02/25/2015 | THE UPS STORE 1830 | 75.00 |
| 100-15-011-5109 | Background Investigations | 75.00 |
| 100-15-011-5201 | Office Supplies | |
| 02/25/2015 | OFFICE DEPOT 1135 | 16.34 |
| 02/25/2015 | OFFICE DEPOT #1079 | 21.78 |
| 02/25/2015 | OFFICE DEPOT #5101 | 163.49 |
| 02/25/2015 | OFFICE DEPOT #5101 | 8.27 |
| 02/25/2015 | OFFICE DEPOT #5125 | 112.57 |
| 02/25/2015 | OFFICE DEPOT #5125 | 127.32 |
| 02/25/2015 | OFFICE DEPOT #5125 | 132.73 |
| 02/25/2015 | OFFICE DEPOT #5125 | 152.70 |
| 02/25/2015 | OFFICE DEPOT #5125 | -163.49 |
| 02/25/2015 | OFFICE DEPOT #5125 | 166.45 |
| 02/25/2015 | OFFICE DEPOT #5125 | 224.53 |
| 02/25/2015 | OFFICE DEPOT #5125 | 229.77 |
| 02/25/2015 | OFFICE DEPOT #5125 | 294.28 |
| 02/25/2015 | OFFICE DEPOT #5125 | 40.84 |
| 02/25/2015 | OFFICE DEPOT #5125 | 406.56 |
| 02/25/2015 | OFFICE DEPOT #5125 | 446.98 |
| 02/25/2015 | OFFICE DEPOT #5125 | 470.50 |
| 02/25/2015 | OFFICE DEPOT #5125 | 56.53 |
| 02/25/2015 | OFFICE DEPOT #5125 | 67.68 |
| 02/25/2015 | OFFICE DEPOT #5125 | 715.79 |
| 02/25/2015 | OFFICE DEPOT #5125 | 91.51 |
| 100-15-011-5201 | Office Supplies | 3,783.13 |
| 100-15-011-5204 | Conferences & Meetings | |
| 02/25/2015 | THE BEST DONUTS | 20.63 |
| 100-15-011-5204 | Conferences & Meetings | 20.63 |
| 100-15-011-5205 | Training | |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Police | Amount |
|---------------------|---------------------------|-----------------|
| 02/25/2015 | PAYPAL *LIEBERTCASS | 55.00 |
| 100-15-011-5205 | Training | <u>55.00</u> |
| 100-15-011-5220 | POST Training | |
| 02/25/2015 | IACP | 150.00 |
| 02/25/2015 | MARRIOTT RIVERSIDE | 237.44 |
| 100-15-011-5220 | POST Training | <u>387.44</u> |
| 100-15-021-5205 | Training | |
| 02/25/2015 | BURRO CYN SHOOTING PRK | 20.00 |
| 100-15-021-5205 | Training | <u>20.00</u> |
| 100-15-021-5206 | Uniforms/Safety Equipment | |
| 02/25/2015 | WESTWAY UNIFORMS INC | 59.90 |
| 100-15-021-5206 | Uniforms/Safety Equipment | <u>59.90</u> |
| 100-15-021-5217 | Departmental Supplies | |
| 02/25/2015 | PET FOODS MARKET | 61.68 |
| 02/25/2015 | PET FOODS MARKET | 61.68 |
| 02/25/2015 | TARGET 00001990 | 10.89 |
| 100-15-021-5217 | Departmental Supplies | <u>134.25</u> |
| 100-15-031-5101 | Contract Services | |
| 02/25/2015 | LEXISNEXIS RISK MGT | 424.01 |
| 100-15-031-5101 | Contract Services | <u>424.01</u> |
| 100-15-031-5217 | Departmental Supplies | |
| 02/25/2015 | RADIOSHACK COR00130229 | 38.14 |
| 02/25/2015 | SIRCHIE FINGER PRINT LABO | 257.49 |
| 02/25/2015 | ULINE *SHIP SUPPLIES | 197.51 |
| 100-15-031-5217 | Departmental Supplies | <u>493.14</u> |
| 100-15-041-5206 | Uniforms/Safety Equipment | |
| 02/25/2015 | WESTWAY UNIFORMS INC | 246.18 |
| 02/25/2015 | WESTWAY UNIFORMS INC | 437.96 |
| 02/25/2015 | WESTWAY UNIFORMS INC | 443.30 |
| 100-15-041-5206 | Uniforms/Safety Equipment | <u>1,127.44</u> |
| 100-15-041-5217 | Departmental Supplies | |
| 02/25/2015 | MERCHANT | 17.29 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Police | Amount |
|-----------------|---------------------------|---------------|
| 02/25/2015 | MERCHANT | 192.10 |
| 100-15-041-5217 | Departmental Supplies | <u>209.39</u> |
| 100-15-051-5101 | Contract Services | |
| 02/25/2015 | PATTERSON CLEANERS PHOTO | 50.00 |
| 100-15-051-5101 | Contract Services | <u>50.00</u> |
| 100-15-051-5202 | Memberships & Dues | |
| 02/25/2015 | NAT ASSN TOWN WATCH | 35.00 |
| 100-15-051-5202 | Memberships & Dues | <u>35.00</u> |
| 100-15-051-5217 | Departmental Supplies | |
| 02/25/2015 | JOEYS | 42.51 |
| 02/25/2015 | RALPHS #0166 | 117.28 |
| 02/25/2015 | RALPHS #0166 | 59.94 |
| 02/25/2015 | SMARTNFINAL32210303220 | 77.48 |
| 02/25/2015 | THE HUMMUS FACTORY | 224.44 |
| 100-15-051-5217 | Departmental Supplies | <u>521.65</u> |
| 100-15-061-5206 | Uniforms/Safety Equipment | |
| 02/25/2015 | WESTWAY UNIFORMS INC | 247.21 |
| 02/25/2015 | WESTWAY UNIFORMS INC | 410.66 |
| 100-15-061-5206 | Uniforms/Safety Equipment | <u>657.87</u> |
| 100-15-071-5101 | Contract Services | |
| 02/25/2015 | ILMO CORPORATE | -490.00 |
| 02/25/2015 | MISSION LINEN | 441.81 |
| 100-15-071-5101 | Contract Services | <u>-48.19</u> |
| 100-15-071-5206 | Uniforms/Safety Equipment | |
| 02/25/2015 | WESTWAY UNIFORMS INC | 119.85 |
| 02/25/2015 | WESTWAY UNIFORMS INC | 119.85 |
| 100-15-071-5206 | Uniforms/Safety Equipment | <u>239.70</u> |
| 100-15-071-5217 | Departmental Supplies | |
| 02/25/2015 | MERCHANT | 170.55 |
| 02/25/2015 | MERCHANT | 9.95 |
| 02/25/2015 | TARGET 00001990 | -76.29 |
| 02/25/2015 | THE HOME DEPOT 620 | 76.27 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Police | Amount |
|-------------------------|------------------------------|-----------------|
| 100-15-071-5217 | Departmental Supplies | <u>180.48</u> |
| 15 | Police | <u>8,695.43</u> |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Fire | Amount |
|-----------------|---------------------------|--------|
| 100-16-011-5201 | Office Supplies | |
| 02/25/2015 | FRY'S ELECTRONICS #5 | 75.80 |
| 02/25/2015 | OFFICE DEPOT #2740 | 220.04 |
| 02/25/2015 | OFFICE DEPOT #2740 | 7.90 |
| 02/25/2015 | OFFICE DEPOT #5125 | 309.57 |
| 02/25/2015 | OFFICE DEPOT #5125 | 61.03 |
| 02/25/2015 | SMARTSOURCE OF CALIF | 70.63 |
| 100-16-011-5201 | Office Supplies | 744.97 |
| 100-16-011-5204 | Conferences & Meetings | |
| 02/25/2015 | PAYPAL *REDHELMETTR | 500.00 |
| 100-16-011-5204 | Conferences & Meetings | 500.00 |
| 100-16-011-5217 | Departmental Supplies | |
| 02/25/2015 | SOUTH BAY FORD | 189.70 |
| 100-16-011-5217 | Departmental Supplies | 189.70 |
| 100-16-023-5202 | Memberships & Dues | |
| 02/25/2015 | C.C.A.I. | 65.00 |
| 02/25/2015 | C.C.A.I. | 65.00 |
| 02/25/2015 | CA CONFERENCE OF ARSON | 70.00 |
| 100-16-023-5202 | Memberships & Dues | 200.00 |
| 100-16-023-5205 | Training | |
| 02/25/2015 | CA CONFERENCE OF ARSON | 495.00 |
| 02/25/2015 | NFPA NATL FIRE PROTECT | 154.74 |
| 100-16-023-5205 | Training | 649.74 |
| 100-16-031-5205 | Training | |
| 02/25/2015 | ACT*CAFIREMECHANICS | 340.00 |
| 02/25/2015 | SAFETYBELTSAFE USA | 3.51 |
| 02/25/2015 | SMARTNFINAL32210303220 | 92.96 |
| 02/25/2015 | SOUTHWES 5262483858592 | 96.20 |
| 02/25/2015 | THE HOME DEPOT 618 | 273.53 |
| 02/25/2015 | THE HOME DEPOT 618 | 6.47 |
| 02/25/2015 | THE ORIGINAL RINALDI'S | 129.33 |
| 02/25/2015 | WESTERN CITY BAGEL | 17.95 |
| 100-16-031-5205 | Training | 959.95 |
| 100-16-031-5206 | Uniforms/Safety Equipment | |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Fire | Amount |
|-----------------|---------------------------|----------|
| 02/25/2015 | WITMER PUBLIC SAFETY G | 261.58 |
| 100-16-031-5206 | Uniforms/Safety Equipment | 261.58 |
| 100-16-031-5209 | Tools & Minor Equipment | |
| 02/25/2015 | FRY'S ELECTRONICS #5 | 4.68 |
| 02/25/2015 | THE HOME DEPOT 620 | 17.37 |
| 100-16-031-5209 | Tools & Minor Equipment | 22.05 |
| 100-16-031-5217 | Departmental Supplies | |
| 02/25/2015 | DICK'S CLOTHING&SPORTING | 130.75 |
| 02/25/2015 | IN-N-OUT BURGER #92 | 180.00 |
| 02/25/2015 | TARGET 00001990 | 26.12 |
| 100-16-031-5217 | Departmental Supplies | 336.87 |
| 100-16-031-5218 | Recruitment Costs | |
| 02/25/2015 | HAWTHORN SUITES MANHATTAN | 1,309.00 |
| 02/25/2015 | HAWTHORN SUITES MANHATTAN | 1,309.00 |
| 02/25/2015 | HAWTHORN SUITES MANHATTAN | 616.00 |
| 02/25/2015 | RALPHS #0166 | 20.90 |
| 02/25/2015 | RALPHS #0166 | 28.54 |
| 02/25/2015 | THE OLIVE GARD00017236 | 190.17 |
| 100-16-031-5218 | Recruitment Costs | 3,473.61 |
| 100-16-041-5101 | Contract Services | |
| 02/25/2015 | EMSP 0312 | 200.00 |
| 100-16-041-5101 | Contract Services | 200.00 |
| 100-16-041-5217 | Departmental Supplies | |
| 02/25/2015 | AED SUPERSTORE | 305.00 |
| 02/25/2015 | BOUND TREE MEDICAL LLC | 1.85 |
| 02/25/2015 | BOUND TREE MEDICAL LLC | 10.63 |
| 02/25/2015 | BOUND TREE MEDICAL LLC | 1,138.48 |
| 02/25/2015 | BOUND TREE MEDICAL LLC | 115.51 |
| 02/25/2015 | BOUND TREE MEDICAL LLC | 12.69 |
| 02/25/2015 | BOUND TREE MEDICAL LLC | 13.61 |
| 02/25/2015 | BOUND TREE MEDICAL LLC | 15.69 |
| 02/25/2015 | BOUND TREE MEDICAL LLC | 1,782.61 |
| 02/25/2015 | BOUND TREE MEDICAL LLC | 181.72 |
| 02/25/2015 | BOUND TREE MEDICAL LLC | 37.32 |
| 02/25/2015 | BOUND TREE MEDICAL LLC | 58.18 |
| 02/25/2015 | BOUND TREE MEDICAL LLC | 69.30 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Fire | Amount |
|-------------------------|----------------------------|-------------------------|
| 02/25/2015 | BOUND TREE MEDICAL LLC | 9.04 |
| 02/25/2015 | BOUND TREE MEDICAL LLC | 99.26 |
| 100-16-041-5217 | Departmental Supplies | <u>3,850.89</u> |
| 100-16-052-5217 | Departmental Supplies | |
| 02/25/2015 | HAM RADIO OUTLET | 1,583.36 |
| 100-16-052-5217 | Departmental Supplies | <u>1,583.36</u> |
| 16 | Fire | <u><u>12,972.72</u></u> |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Community Development | Amount |
|-------------------------|---|-----------------|
| 100-17-011-5201 | Office Supplies | |
| 02/25/2015 | OFFICE DEPOT #5101 | 44.67 |
| 02/25/2015 | OFFICE DEPOT #5125 | 118.53 |
| 100-17-011-5201 | Office Supplies | <u>163.20</u> |
| 100-17-011-5204 | Conferences & Meetings | |
| 02/25/2015 | AMERICAN PLANNING ASSOCI | 730.00 |
| 02/25/2015 | LEAGUE OF CALIFORNIA CIT | 525.00 |
| 02/25/2015 | LEAGUE OF CALIFORNIA CIT | 525.00 |
| 100-17-011-5204 | Conferences & Meetings | <u>1,780.00</u> |
| 100-17-011-5217 | Departmental Supplies | |
| 02/25/2015 | NOAH'S BAGELS #2546 | 13.49 |
| 02/25/2015 | SUBWAY 00146696 | 42.30 |
| 02/25/2015 | TARGET 00002907 | 8.62 |
| 02/25/2015 | TRADER JOE'S #038 QPS | 47.60 |
| 100-17-011-5217 | Departmental Supplies | <u>112.01</u> |
| 100-17-031-5204 | Conferences & Meetings | |
| 02/25/2015 | CALIFORNIA BUILDING OF | 575.00 |
| 100-17-031-5204 | Conferences & Meetings | <u>575.00</u> |
| 100-17-032-5205 | Training | |
| 02/25/2015 | NCS*ITL CDE COUNCIL EX | 195.00 |
| 100-17-032-5205 | Training | <u>195.00</u> |
| 100-17-032-5210 | Computers, Supplies & Software | |
| 02/25/2015 | RISA TECHNOLOGIES LLC | 300.00 |
| 100-17-032-5210 | Computers, Supplies & Software | <u>300.00</u> |
| 100-17-032-5225 | Printing | |
| 02/25/2015 | SMARTSOURCE OF CALIF | 240.63 |
| 100-17-032-5225 | Printing | <u>240.63</u> |
| 100-17-041-5225 | Printing | |
| 02/25/2015 | SMARTSOURCE OF CALIF | 44.69 |
| 100-17-041-5225 | Printing | <u>44.69</u> |
| 100-17-051-5204 | Conferences & Meetings | |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Community Development | Amount |
|-------------------------|---|-----------------|
| 02/25/2015 | MUNICIPAL MANAGEMENT ASSO | 85.00 |
| 100-17-051-5204 | Conferences & Meetings | <u>85.00</u> |
| 100-17-051-5225 | Printing | |
| 02/25/2015 | SMARTSOURCE OF CALIF | 28.34 |
| 100-17-051-5225 | Printing | <u>28.34</u> |
| 17 | Community Development | <u>3,523.87</u> |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|----------------------------|---------------------------------------|---------------|
| 100-18-011-5201 | Office Supplies | |
| 02/25/2015 | AMERICAN PUBLIC WORKS | 26.00 |
| 02/25/2015 | OFFICE DEPOT 1135 | 41.20 |
| 02/25/2015 | OFFICE DEPOT 1135 | 8.41 |
| 02/25/2015 | OFFICE DEPOT #1170 | 5.77 |
| 02/25/2015 | OFFICE DEPOT #2403 | 206.70 |
| 02/25/2015 | OFFICE DEPOT #2403 | 95.79 |
| 02/25/2015 | OFFICE DEPOT #2740 | 39.14 |
| 02/25/2015 | OFFICE DEPOT #5101 | 6.53 |
| 02/25/2015 | OFFICE DEPOT #5125 | 128.49 |
| 02/25/2015 | OFFICE DEPOT #5125 | 129.65 |
| 02/25/2015 | OFFICE DEPOT #5125 | 169.16 |
| 02/25/2015 | OFFICE DEPOT #5125 | 35.28 |
| 02/25/2015 | OFFICE DEPOT #5125 | -52.25 |
| 02/25/2015 | OFFICE DEPOT #5125 | 73.13 |
| 100-18-011-5201 | Office Supplies | 913.00 |
| 100-18-011-5204 | Conferences & Meetings | |
| 02/25/2015 | LEAGUE OF CALIFORNIA CIT | 525.00 |
| 02/25/2015 | MUNICIPAL MANAGEMENT ASSO | 85.00 |
| 100-18-011-5204 | Conferences & Meetings | 610.00 |
| 100-18-011-5217 | Departmental Supplies | |
| 02/25/2015 | CORNER BAKERY | 158.49 |
| 100-18-011-5217 | Departmental Supplies | 158.49 |
| 100-18-021-5101 | Contract Services | |
| 02/25/2015 | XEROX CORPORATION/RBO | 578.38 |
| 100-18-021-5101 | Contract Services | 578.38 |
| 100-18-021-5204 | Conferences & Meetings | |
| 02/25/2015 | LEAGUE OF CALIFORNIA CIT | 525.00 |
| 100-18-021-5204 | Conferences & Meetings | 525.00 |
| 100-18-021-5205 | Training | |
| 02/25/2015 | AMERICAN PUBLIC WORKS | 399.00 |
| 100-18-021-5205 | Training | 399.00 |
| 100-18-021-5217 | Departmental Supplies | |
| 02/25/2015 | VARIDESK | 473.57 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-----------------|----------------------------|-----------------|
| 100-18-021-5217 | Departmental Supplies | <u>473.57</u> |
| 100-18-021-5225 | Printing | |
| 02/25/2015 | SMARTSOURCE OF CALIF | 282.31 |
| 02/25/2015 | SMARTSOURCE OF CALIF | 44.69 |
| 100-18-021-5225 | Printing | <u>327.00</u> |
| 100-18-032-5101 | Contract Services | |
| 02/25/2015 | A AND K POWER EQUIPMENT | 169.10 |
| 02/25/2015 | USA MOBILITY WIRELE | 1.96 |
| 100-18-032-5101 | Contract Services | <u>171.06</u> |
| 100-18-032-5206 | Uniforms/Safety Equipment | |
| 02/25/2015 | RED WING SHOE STORE 0 | 312.41 |
| 02/25/2015 | RED WING SHOE STORE 0 | 334.27 |
| 100-18-032-5206 | Uniforms/Safety Equipment | <u>646.68</u> |
| 100-18-032-5217 | Departmental Supplies | |
| 02/25/2015 | AT&T S849 5708 | 14.50 |
| 02/25/2015 | AT&T S849 5708 | 26.71 |
| 02/25/2015 | AT&T S849 5708 | 82.40 |
| 02/25/2015 | B.D. WHITE TOPSOIL CO INC | 98.10 |
| 02/25/2015 | CALIFORNIA FENCE&SUPPL | 325.67 |
| 02/25/2015 | IN *DISPENSING TECHNOLOGY | 741.95 |
| 02/25/2015 | MOMAR INC. | 488.96 |
| 02/25/2015 | THE HOME DEPOT 620 | 137.86 |
| 02/25/2015 | THE HOME DEPOT 620 | 23.96 |
| 02/25/2015 | THE HOME DEPOT 6670 | 34.46 |
| 100-18-032-5217 | Departmental Supplies | <u>1,974.57</u> |
| 100-18-034-5217 | Departmental Supplies | |
| 02/25/2015 | IN *PACIFIC PRODUCTS & SE | 972.65 |
| 02/25/2015 | MANERI SIGN CO | 196.20 |
| 02/25/2015 | MANERI SIGN CO | 239.82 |
| 02/25/2015 | MANERI SIGN CO | 267.06 |
| 02/25/2015 | MANERI SIGN CO | 361.17 |
| 02/25/2015 | MANERI SIGN CO | 495.96 |
| 100-18-034-5217 | Departmental Supplies | <u>2,532.86</u> |
| 100-18-042-5217 | Departmental Supplies | |
| 02/25/2015 | IMPERIAL PRODUCTS | 171.49 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-----------------|-------------------------------|----------|
| 02/25/2015 | LEARNED LUMBER | 171.49 |
| 02/25/2015 | MCMASTER-CARR | 269.42 |
| 02/25/2015 | MCMASTER-CARR | 34.91 |
| 02/25/2015 | THE HOME DEPOT 620 | 171.21 |
| 02/25/2015 | THE HOME DEPOT 620 | 230.37 |
| 02/25/2015 | THE HOME DEPOT 620 | 49.76 |
| 02/25/2015 | TODD PIPE AND SUPPLY | 5.58 |
| 100-18-042-5217 | Departmental Supplies | 1,104.23 |
| | | |
| 501-18-231-5101 | Contract Services | |
| 02/25/2015 | THERMOTRONICS | 997.00 |
| 02/25/2015 | USA MOBILITY WIRELE | 4.89 |
| 501-18-231-5101 | Contract Services | 1,001.89 |
| | | |
| 501-18-231-5217 | Departmental Supplies | |
| 02/25/2015 | MCMASTER-CARR | 302.36 |
| 02/25/2015 | MCMASTER-CARR | 59.70 |
| 02/25/2015 | TRIANGLE HARDWARE | 18.91 |
| 02/25/2015 | WW GRAINGER | 952.05 |
| 501-18-231-5217 | Departmental Supplies | 1,333.02 |
| | | |
| 501-18-241-5205 | Training | |
| 02/25/2015 | CA-NV SECTION, AWWA | 440.00 |
| 501-18-241-5205 | Training | 440.00 |
| | | |
| 501-18-241-5217 | Departmental Supplies | |
| 02/25/2015 | BAVCO | 779.12 |
| 02/25/2015 | WATERLINE TECHNOLOGIES IN | 1,414.82 |
| 02/25/2015 | WATERLINE TECHNOLOGIES IN | 540.20 |
| 501-18-241-5217 | Departmental Supplies | 2,734.14 |
| | | |
| 501-18-251-5101 | Contract Services | |
| 02/25/2015 | USA MOBILITY WIRELE | 1.96 |
| 501-18-251-5101 | Contract Services | 1.96 |
| | | |
| 501-18-251-5203 | Reference Books & Periodicals | |
| 02/25/2015 | AMERICAN WATERWORKS | 243.00 |
| 501-18-251-5203 | Reference Books & Periodicals | 243.00 |
| | | |
| 501-18-251-5209 | Tools & Minor Equipment | |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-----------------|----------------------------|----------|
| 02/25/2015 | EDDINGS 0026741 | 156.14 |
| 02/25/2015 | EDDINGS 0026741 | 210.92 |
| 02/25/2015 | EDDINGS 0026741 | 210.92 |
| 02/25/2015 | EDDINGS 0026741 | 321.33 |
| 02/25/2015 | EDDINGS 0026741 | 38.15 |
| 02/25/2015 | HARBOR FREIGHT TOOLS 425 | 215.28 |
| 02/25/2015 | HARBOR FREIGHT TOOLS 425 | 638.57 |
| 02/25/2015 | S AND J SUPPLY CO SFS | 577.70 |
| 02/25/2015 | THE HOME DEPOT 620 | 122.00 |
| 02/25/2015 | THE HOME DEPOT 620 | 25.05 |
| 02/25/2015 | THE HOME DEPOT 620 | 64.71 |
| 02/25/2015 | WEST MARINE 1244 | 56.61 |
| 501-18-251-5209 | Tools & Minor Equipment | 2,637.38 |
| | | |
| 501-18-251-5217 | Departmental Supplies | |
| 02/25/2015 | B.D. WHITE TOPSOIL CO INC | 98.10 |
| 02/25/2015 | BLANKS USA | 65.75 |
| 02/25/2015 | FERGUSON ENT #1083 | 1,264.56 |
| 02/25/2015 | FERGUSON ENT #1083 | 213.77 |
| 02/25/2015 | FERGUSON ENT #1083 | 460.71 |
| 02/25/2015 | FERGUSON ENT #1083 | 53.74 |
| 02/25/2015 | FERGUSON ENT #1112 | 135.86 |
| 02/25/2015 | FERGUSON ENT #1112 | 166.48 |
| 02/25/2015 | IN *DISPENSING TECHNOLOGY | 741.94 |
| 02/25/2015 | S AND J SUPPLY CO SFS | 1,273.72 |
| 02/25/2015 | S AND J SUPPLY CO SFS | 247.87 |
| 02/25/2015 | TRENCH SHORING COMPANY | 82.63 |
| 02/25/2015 | WESTWOOD BUILDING MATE | 393.08 |
| 501-18-251-5217 | Departmental Supplies | 5,198.21 |
| | | |
| 502-18-311-5101 | Contract Services | |
| 02/25/2015 | TRAFFIC MANAGEMENT - SIG | 2,450.00 |
| 02/25/2015 | UNITED SITE SERVICE | 1,350.00 |
| 502-18-311-5101 | Contract Services | 3,800.00 |
| | | |
| 502-18-311-5217 | Departmental Supplies | |
| 02/25/2015 | THE HOME DEPOT 620 | 55.86 |
| 502-18-311-5217 | Departmental Supplies | 55.86 |
| | | |
| 503-18-321-5101 | Contract Services | |
| 02/25/2015 | COASTLINE SUPPLIES | 508.72 |
| 02/25/2015 | USA MOBILITY WIRELE | 3.92 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-------------------------|------------------------------------|-----------------|
| 503-18-321-5101 | Contract Services | <u>512.64</u> |
| 503-18-321-5217 | Departmental Supplies | |
| 02/25/2015 | AQUA-FLO SUPPLY - WEST | 824.40 |
| 02/25/2015 | PLUMBERS DEPOT INC | 542.82 |
| 02/25/2015 | WW GRAINGER | 955.66 |
| 503-18-321-5217 | Departmental Supplies | <u>2,322.88</u> |
| 520-18-511-5101 | Contract Services | |
| 02/25/2015 | USA MOBILITY WIRELE | 1.96 |
| 520-18-511-5101 | Contract Services | <u>1.96</u> |
| 520-18-511-5217 | Departmental Supplies | |
| 02/25/2015 | HARBOR FREIGHT TOOLS 425 | 51.18 |
| 02/25/2015 | THE HOME DEPOT 620 | 27.30 |
| 02/25/2015 | TODD PIPE AND SUPPLY | 424.60 |
| 520-18-511-5217 | Departmental Supplies | <u>503.08</u> |
| 520-18-511-5225 | Printing | |
| 02/25/2015 | RYDIN DECAL- MOTO ST | 1,267.35 |
| 520-18-511-5225 | Printing | <u>1,267.35</u> |
| 522-18-512-5101 | Contract Services | |
| 02/25/2015 | AHERNRENTALS ADMINISTRATI | 719.93 |
| 522-18-512-5101 | Contract Services | <u>719.93</u> |
| 522-18-512-5501 | Telephone | |
| 02/25/2015 | PACIFIC TELEMAGEMENT | 70.00 |
| 522-18-512-5501 | Telephone | <u>70.00</u> |
| 610-18-611-5101 | Contract Services | |
| 02/25/2015 | SIMS WELDING SUPPL | 58.22 |
| 610-18-611-5101 | Contract Services | <u>58.22</u> |
| 610-18-611-5211 | Automotive Parts | |
| 02/25/2015 | DELAMO MOTORSPORTS | 5.44 |
| 02/25/2015 | EDDINGS 0026741 | 10.77 |
| 02/25/2015 | EDDINGS 0026741 | 115.64 |
| 02/25/2015 | EDDINGS 0026741 | 126.59 |
| 02/25/2015 | EDDINGS 0026741 | -15.00 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-----------------|----------------------------|----------|
| 02/25/2015 | EDDINGS 0026741 | 15.52 |
| 02/25/2015 | EDDINGS 0026741 | 15.52 |
| 02/25/2015 | EDDINGS 0026741 | 1,693.86 |
| 02/25/2015 | EDDINGS 0026741 | 17.33 |
| 02/25/2015 | EDDINGS 0026741 | 2.67 |
| 02/25/2015 | EDDINGS 0026741 | 25.48 |
| 02/25/2015 | EDDINGS 0026741 | 26.37 |
| 02/25/2015 | EDDINGS 0026741 | 27.58 |
| 02/25/2015 | EDDINGS 0026741 | 274.51 |
| 02/25/2015 | EDDINGS 0026741 | 28.54 |
| 02/25/2015 | EDDINGS 0026741 | 3.92 |
| 02/25/2015 | EDDINGS 0026741 | 30.31 |
| 02/25/2015 | EDDINGS 0026741 | 35.36 |
| 02/25/2015 | EDDINGS 0026741 | 368.42 |
| 02/25/2015 | EDDINGS 0026741 | 37.04 |
| 02/25/2015 | EDDINGS 0026741 | 38.67 |
| 02/25/2015 | EDDINGS 0026741 | -38.81 |
| 02/25/2015 | EDDINGS 0026741 | 38.81 |
| 02/25/2015 | EDDINGS 0026741 | 38.81 |
| 02/25/2015 | EDDINGS 0026741 | 4.56 |
| 02/25/2015 | EDDINGS 0026741 | 46.66 |
| 02/25/2015 | EDDINGS 0026741 | 47.37 |
| 02/25/2015 | EDDINGS 0026741 | 5.04 |
| 02/25/2015 | EDDINGS 0026741 | 5.21 |
| 02/25/2015 | EDDINGS 0026741 | -516.66 |
| 02/25/2015 | EDDINGS 0026741 | 552.67 |
| 02/25/2015 | EDDINGS 0026741 | -60.00 |
| 02/25/2015 | EDDINGS 0026741 | 74.00 |
| 02/25/2015 | EDDINGS 0026741 | 74.12 |
| 02/25/2015 | EDDINGS 0026741 | 9.80 |
| 02/25/2015 | EDDINGS 0026741 | -98.10 |
| 02/25/2015 | FIRESTONE 011819 | 634.84 |
| 02/25/2015 | MARTIN CHEVROLET | 103.88 |
| 02/25/2015 | NOR*NORTHERN TOOL | 844.24 |
| 02/25/2015 | RADIOSHACK COR00130229 | 13.06 |
| 02/25/2015 | SOUTH BAY FORD | 3.43 |
| 02/25/2015 | SOUTH BAY FORD | 582.68 |
| 02/25/2015 | SOUTH BAY FORD | 90.66 |
| 02/25/2015 | SOUTH BAY LINE-X | 139.05 |
| 02/25/2015 | STEVES LOCK&SAFE | 130.76 |
| 02/25/2015 | STEVES LOCK&SAFE | 65.38 |
| 02/25/2015 | WALKERINDUSTRIALCOM | 317.52 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-----------------|----------------------------|----------|
| 610-18-611-5211 | Automotive Parts | 5,993.52 |
| 610-18-611-5217 | Departmental Supplies | |
| 02/25/2015 | AMAZON MKTPLACE PMTS | 34.71 |
| 02/25/2015 | EDDINGS 0026741 | 22.78 |
| 02/25/2015 | EDDINGS 0026741 | 65.62 |
| 02/25/2015 | MOMAR INC. | 219.89 |
| 02/25/2015 | NOR*NORTHERN TOOL | 73.36 |
| 610-18-611-5217 | Departmental Supplies | 416.36 |
| 610-18-611-5226 | Automotive Fuel | |
| 02/25/2015 | EDDINGS 0026741 | 53.10 |
| 02/25/2015 | EDDINGS 0026741 | 61.37 |
| 610-18-611-5226 | Automotive Fuel | 114.47 |
| 615-18-041-5217 | Departmental Supplies | |
| 02/25/2015 | MCMaster-CARR | 83.39 |
| 02/25/2015 | NORIBACHI CORPORATI | 2,459.04 |
| 02/25/2015 | SUPREME PAINT (MANHATT | 2.34 |
| 02/25/2015 | SUPREME PAINT (MANHATT | 235.18 |
| 02/25/2015 | SUPREME PAINT (MANHATT | 236.86 |
| 02/25/2015 | THE HOME DEPOT 618 | 493.99 |
| 02/25/2015 | THE HOME DEPOT 620 | 11.95 |
| 02/25/2015 | THE HOME DEPOT 620 | 174.35 |
| 02/25/2015 | THE HOME DEPOT 620 | 224.60 |
| 02/25/2015 | THE HOME DEPOT 620 | 26.09 |
| 02/25/2015 | THE HOME DEPOT 620 | 268.91 |
| 02/25/2015 | THE HOME DEPOT 620 | 29.36 |
| 02/25/2015 | THE HOME DEPOT 620 | 302.25 |
| 02/25/2015 | THE HOME DEPOT 620 | 32.65 |
| 02/25/2015 | THE HOME DEPOT 620 | 33.74 |
| 02/25/2015 | THE HOME DEPOT 620 | 60.14 |
| 02/25/2015 | THE HOME DEPOT 620 | 97.01 |
| 02/25/2015 | WESTWOOD BUILDING MATE | 81.42 |
| 02/25/2015 | CARPET SPECTRUM INC | 1,964.35 |
| 02/25/2015 | DXPE - PRECISION | 101.97 |
| 02/25/2015 | FERGUSON ENTERPRISES 2916 | 354.54 |
| 02/25/2015 | FRY'S ELECTRONICS #5 | 5.97 |
| 02/25/2015 | HAJOCA | 1,499.45 |
| 02/25/2015 | IN *BUILDING CONTROL CENT | 2,202.50 |
| 02/25/2015 | INTERMOUNTAIN LOCK AND SE | 122.62 |
| 02/25/2015 | INTERMOUNTAIN LOCK AND SE | 209.55 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

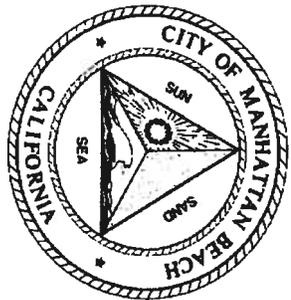
| Account Date | Department Public Works | Amount |
|-------------------------|------------------------------------|------------------|
| 02/25/2015 | INTERMOUNTAIN LOCK AND SE | 851.80 |
| 02/25/2015 | LBC LIGHTING | 763.00 |
| 02/25/2015 | M & K METAL COMPANY | 472.51 |
| 02/25/2015 | MCMASTER-CARR | 104.13 |
| 02/25/2015 | MCMASTER-CARR | 24.37 |
| 02/25/2015 | MCMASTER-CARR | 383.71 |
| 02/25/2015 | MCMASTER-CARR | 81.77 |
| 615-18-041-5217 | Departmental Supplies | <u>13,995.51</u> |
| 18 | Public Works | <u>53,835.22</u> |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.

Report of P-Card Transactions

| Account Date | Department | Amount |
|-------------------------|--------------------------------|---------------------------------|
| 100-21590 | Graux/Rotary Trust Fire | |
| 02/25/2015 | BEST BUY MHT 00010116 | 1,339.81 |
| 100-21590 | Graux/Rotary Trust Fire | <u>1,339.81</u> |
| 21590 | | <u><u>1,339.81</u></u> |
| | Report Totals | <u><u>120,355.77</u></u> |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 19b, dated 03/12/2015; Check number 518238.



City of Manhattan Beach

Investment Portfolio February 2015

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

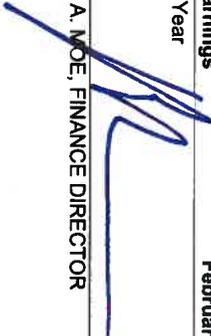
CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Summary
February 1, 2015 through February 28, 2015

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Term | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
|--------------------------------|----------------------|----------------------|----------------------|----------------|------------|------------------|----------------|----------------|
| LAIF | 26,150,000.00 | 26,150,000.00 | 26,150,000.00 | 31.71 | 1 | 1 | 0.262 | 0.266 |
| Certificates of Deposit - Bank | 8,051,000.00 | 8,072,349.90 | 8,051,000.00 | 9.76 | 1,337 | 617 | 0.995 | 1.009 |
| Medium Term Notes | 11,000,000.00 | 11,145,505.00 | 11,127,516.00 | 13.50 | 1,306 | 582 | 1.203 | 1.220 |
| Federal Agency Issues - Coupon | 37,000,000.00 | 37,192,760.00 | 37,125,718.87 | 45.03 | 1,440 | 1,043 | 1.298 | 1.316 |
| Investments | 82,201,000.00 | 82,560,614.90 | 82,454,234.87 | 100.00% | 955 | 609 | 0.927 | 0.940 |

| Cash and Accrued Interest | | | | | | | | |
|--|----------------------|----------------------|----------------------|--|------------|------------|--------------|--------------|
| Passbook/Checking (not included in yield calculations) | 2,392,849.52 | 2,392,849.52 | 2,392,849.52 | | 1 | 1 | 0.000 | 0.000 |
| Accrued Interest at Purchase | | 29,395.55 | 29,395.55 | | | | | |
| Subtotal | | 2,422,245.07 | 2,422,245.07 | | | | | |
| Total Cash and Investments | 84,593,849.52 | 84,982,859.97 | 84,876,479.94 | | 955 | 609 | 0.927 | 0.940 |

| Total Earnings | February 28 Month Ending | Fiscal Year To Date |
|----------------|--------------------------|---------------------|
| Current Year | 70,440.82 | 571,575.29 |

BRUCE A. MOE, FINANCE DIRECTOR



Reporting period 02/01/2015-02/28/2015

Run Date: 03/18/2015 - 18:10

Portfolio CITY
 CP
 PM (PRF - PM1) 7.3.0
 Report Ver. 7.3.5

CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Investments
February 28, 2015

| CUSIP | Investment # | Issuer | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM | Days to Maturity | Maturity Date |
|---------------------------------------|--------------|--------------------------------|---------------|-----------------------------|----------------------|----------------------|--------------|-----|--------------|------------------|---------------|
| LAIF | | | | | | | | | | | |
| SYSS3000 | 3000 | Local Agency Invest. Fund | 07/01/2000 | 26,150,000.00 | 26,150,000.00 | 26,150,000.00 | 0.266 | | 0.266 | 1 | |
| | | | | Subtotal and Average | 26,150,000.00 | 26,150,000.00 | 0.266 | | 0.266 | 1 | |
| Certificates of Deposit - Bank | | | | | | | | | | | |
| 20033ADU7 | CD0033 | Comerity Capital Bank | 12/02/2013 | 245,000.00 | 244,906.90 | 245,000.00 | 0.750 | | 0.750 | 459 | 06/02/2016 |
| 02005QZV6 | CD0007 | Ally Bank | 03/21/2012 | 245,000.00 | 246,195.60 | 245,000.00 | 1.150 | | 1.150 | 386 | 03/21/2016 |
| 068513BC3 | CD0027 | Barrington Bank (WTFC) | 09/27/2013 | 245,000.00 | 245,443.45 | 245,000.00 | 0.650 | | 0.650 | 211 | 09/28/2015 |
| 20451PEM4 | CD0025 | Compass Bank | 09/25/2013 | 245,000.00 | 245,382.20 | 245,000.00 | 0.750 | | 0.750 | 208 | 09/25/2015 |
| 062649YAO | CD0014 | Bank of Holland | 08/29/2012 | 245,000.00 | 243,495.70 | 245,000.00 | 1.050 | | 1.050 | 912 | 08/29/2017 |
| 06414QSU4 | CD0034 | Bank of North Carolina | 02/14/2014 | 245,000.00 | 245,394.45 | 245,000.00 | 0.800 | | 0.800 | 716 | 02/14/2017 |
| SYSCD0003 | CD0003 | Bank of Manhattan | 10/28/2011 | 245,000.00 | 245,000.00 | 245,000.00 | 1.730 | | 1.730 | 241 | 10/28/2015 |
| 101120CZ4 | CD0024 | Boston Private Bank & Trust | 04/04/2013 | 245,000.00 | 243,664.75 | 245,000.00 | 0.950 | | 0.950 | 1,130 | 04/04/2018 |
| 17453FBG6 | CD0036 | CITIZENS DEPOSIT BANK | 02/20/2014 | 211,000.00 | 210,905.05 | 211,000.00 | 1.300 | | 1.300 | 1,087 | 02/20/2018 |
| 2546703V2 | CD0006 | Discover Bank Greenwood Intere | 02/15/2012 | 245,000.00 | 249,561.90 | 245,000.00 | 1.600 | | 1.600 | 717 | 02/15/2017 |
| 31931TDC6 | CD0031 | First Bank North Carolina | 11/27/2013 | 245,000.00 | 245,926.10 | 245,000.00 | 0.800 | | 0.800 | 638 | 11/28/2016 |
| 29976DMN8 | CD0013 | Everbank Jacksonville FL | 08/29/2012 | 245,000.00 | 247,067.80 | 245,000.00 | 0.900 | | 0.900 | 547 | 08/29/2016 |
| 3364ORBW6 | CD0030 | First Sentry Bank | 11/22/2013 | 245,000.00 | 245,818.30 | 245,000.00 | 0.750 | | 0.750 | 632 | 11/22/2016 |
| 344030E0Q | CD0011 | Flushing SVGS Bk NY | 07/27/2012 | 245,000.00 | 248,471.65 | 245,000.00 | 1.100 | | 1.100 | 879 | 07/27/2017 |
| 320844NW9 | CD0038 | FIRST MERT BANK | 02/24/2014 | 245,000.00 | 244,936.30 | 245,000.00 | 1.300 | | 1.300 | 1,093 | 02/26/2018 |
| 35137QAR5 | CD0029 | Fox Chase Bank | 09/30/2013 | 245,000.00 | 245,482.65 | 245,000.00 | 0.600 | | 0.600 | 213 | 09/30/2015 |
| 36160XC39 | CD0004 | GENERAL ELECTRIC CAPITAL | 12/29/2011 | 245,000.00 | 249,691.75 | 245,000.00 | 2.100 | | 2.100 | 669 | 12/29/2016 |
| 37312BEC7 | CD0021 | Georgia Bank & Trust | 03/28/2013 | 245,000.00 | 243,089.00 | 245,000.00 | 0.750 | | 0.750 | 758 | 03/28/2017 |
| 38143AFP5 | CD0005 | Goldman Sachs | 01/05/2012 | 245,000.00 | 249,637.85 | 245,000.00 | 2.050 | | 2.050 | 676 | 01/05/2017 |
| 06251AYD6 | CD0010 | BANK HAPOLIM NY | 07/24/2012 | 245,000.00 | 245,708.05 | 245,000.00 | 1.000 | | 1.000 | 145 | 07/24/2015 |
| 49306SSQ0 | CD0026 | Key Bank NA | 09/25/2013 | 245,000.00 | 245,079.15 | 245,000.00 | 0.550 | | 0.550 | 208 | 09/25/2015 |
| 59012YVZ9 | CD0015 | Merrick Bank | 08/29/2012 | 245,000.00 | 245,115.15 | 245,000.00 | 0.700 | | 0.700 | 365 | 02/29/2016 |
| 57116AHE1 | CD0032 | Marlin Business Bank | 11/27/2013 | 245,000.00 | 245,754.60 | 245,000.00 | 0.850 | | 0.850 | 638 | 11/28/2016 |
| 747133BP0 | CD0022 | Pyramax Bank | 03/28/2013 | 245,000.00 | 244,137.60 | 245,000.00 | 0.750 | | 0.750 | 758 | 03/28/2017 |
| 786580Q52 | CD0009 | Safra National Bank | 05/31/2012 | 245,000.00 | 245,453.25 | 245,000.00 | 0.800 | | 0.800 | 92 | 06/01/2015 |
| 795450NT8 | CD0012 | SALLIE MAE BANK | 08/08/2012 | 245,000.00 | 245,776.65 | 245,000.00 | 1.100 | | 1.100 | 162 | 08/10/2015 |
| 856284J21 | CD0018 | State Bank of India | 12/21/2012 | 245,000.00 | 246,298.50 | 245,000.00 | 1.200 | | 1.200 | 1,026 | 12/21/2017 |
| 88413QAH11 | CD0037 | THIRD FEDERAL SAVINGS & LOAN | 02/21/2014 | 245,000.00 | 245,286.65 | 245,000.00 | 1.150 | | 1.150 | 996 | 11/21/2017 |
| 22766AAD7 | CD0035 | CROSSFIRST BANK | 02/19/2014 | 245,000.00 | 245,075.95 | 245,000.00 | 0.750 | | 0.750 | 723 | 02/21/2017 |
| 90344LBS7 | CD0020 | USNY Bank | 03/28/2013 | 245,000.00 | 242,839.10 | 245,000.00 | 0.750 | | 0.750 | 789 | 04/28/2017 |
| 938828AA8 | CD0023 | Washington Federal | 03/28/2013 | 245,000.00 | 243,716.20 | 245,000.00 | 1.000 | | 1.000 | 1,123 | 03/28/2018 |
| 94768NJE5 | CD0019 | Webster Bank | 12/26/2012 | 245,000.00 | 246,264.20 | 245,000.00 | 1.000 | | 1.000 | 1,031 | 12/26/2017 |

Portfolio CITY
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CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Investments
February 28, 2015

| CUSIP | Investment # | Issuer | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM | Days to Maturity | Maturity Date |
|---------------------------------------|--------------|-----------------------------|---------------|-----------------------------|----------------------|----------------------|----------------------|-------|-------|------------------|---------------|
| Certificates of Deposit - Bank | | | | | | | | | | | |
| 962721AM8 | CD0028 | Wheaton Bank & Trust (WTEC) | 09/27/2013 | 245,000.00 | 245,443.45 | 245,000.00 | 0.650 | 0.650 | 1.009 | 211 | 09/28/2015 |
| | | | | Subtotal and Average | 8,051,000.00 | 8,072,349.90 | 8,051,000.00 | | | 1,009 | 617 |
| Money Market Fund | | | | | | | | | | | |
| SYSGMIRA39907 | GMRA39907 | Union Bank of California | 10/09/2008 | 0.00 | 0.00 | 0.00 | 0.350 | 0.350 | 0.000 | 1 | |
| | | | | Subtotal and Average | 0.00 | 0.00 | 0.00 | | | 0 | |
| Medium Term Notes | | | | | | | | | | | |
| 084670BD9 | MTN0065 | BERKSHIRE HATHWY | 07/20/2012 | 1,000,000.00 | 1,021,930.00 | 1,017,648.68 | 1.900 | AAA | 1.112 | 702 | 01/31/2017 |
| 20271RAA8 | MTN0063 | Commonwealth Bank Australia | 06/13/2012 | 1,000,000.00 | 1,000,570.00 | 1,006,690.00 | 1.950 | 1.750 | 1.750 | 15 | 03/16/2015 |
| 22160KAD7 | MTN0071 | COSTCO COMPANIES | 08/20/2013 | 1,000,000.00 | 1,002,430.00 | 1,002,270.00 | 0.650 | 0.550 | 0.550 | 281 | 12/07/2015 |
| 36962G5C4 | MTN0066 | Gen elec Cap Corp | 10/24/2012 | 2,000,000.00 | 2,053,920.00 | 2,047,780.10 | 2.950 | 1.350 | 1.350 | 435 | 05/09/2016 |
| 88579YAD3 | MTN0072 | 3M | 11/21/2013 | 1,000,000.00 | 1,012,580.00 | 1,014,280.99 | 1.375 | 0.783 | 0.783 | 578 | 09/29/2016 |
| 63254AAC2 | MTN0067 | NATL AUSTRALIA BANK | 10/24/2012 | 500,000.00 | 502,845.00 | 509,880.00 | 1.600 | 0.880 | 0.880 | 159 | 08/07/2015 |
| 68399XAN5 | MTN0074 | ORACLE CORP | 02/18/2014 | 1,000,000.00 | 1,002,350.00 | 994,650.00 | 1.200 | 1.350 | 1.350 | 959 | 10/15/2017 |
| 717081DG5 | MTN0073 | Pfizer Inc | 12/27/2013 | 1,000,000.00 | 1,006,310.00 | 990,150.00 | 1.500 | AA | 1.730 | 1,202 | 06/15/2018 |
| 89233PE6S0 | MTN0069 | Toyota Motor Corp | 12/21/2012 | 1,000,000.00 | 1,003,090.00 | 1,005,100.00 | 1.250 | 1.140 | 1.140 | 949 | 10/05/2017 |
| 90520EAC5 | MTN0070 | Union Bank | 12/21/2012 | 1,000,000.00 | 1,024,270.00 | 1,024,904.77 | 3.000 | 1.244 | 1.244 | 463 | 06/06/2016 |
| 94974BEZ9 | MTN0068 | WELLS FARGO & CO | 10/24/2012 | 500,000.00 | 515,210.00 | 514,161.46 | 2.625 | 1.256 | 1.256 | 655 | 12/15/2016 |
| | | | | Subtotal and Average | 11,000,000.00 | 11,145,505.00 | 11,127,516.00 | | | 1,220 | 582 |
| Federal Agency Issues - Coupon | | | | | | | | | | | |
| 31331SNP4 | FAC0194 | FED FARM CR BK | 07/14/2010 | 2,000,000.00 | 2,000,480.00 | 2,008,615.86 | 4.550 | AAA | 2.177 | 3 | 03/04/2015 |
| 3133EDE99 | FAC0219 | FED FARM CR BK | 02/13/2014 | 2,000,000.00 | 2,014,900.00 | 2,008,177.52 | 1.340 | AA | 1.208 | 1,034 | 12/29/2017 |
| 3133EDLR1 | FAC0222 | FED FARM CR BK | 05/29/2014 | 2,000,000.00 | 2,017,920.00 | 2,009,647.54 | 1.650 | AAA | 1.542 | 1,536 | 05/15/2019 |
| 3133EDD2D3 | FAC0228 | FED FARM CR BK | 11/04/2014 | 2,000,000.00 | 2,029,340.00 | 2,026,672.73 | 1.550 | AAA | 1.050 | 932 | 09/18/2017 |
| 3133EEFA3 | FAC0229 | FED FARM CR BK | 12/26/2014 | 2,000,000.00 | 1,999,100.00 | 1,998,820.00 | 0.720 | AA | 0.750 | 655 | 12/15/2016 |
| 31337SSZ6 | FAC0215 | Federal Home Loan Bank | 08/29/2011 | 1,000,000.00 | 1,021,780.00 | 1,013,886.11 | 2.125 | AAA | 1.233 | 467 | 06/10/2016 |
| 313389LA7 | FAC0215 | Federal Home Loan Bank | 06/27/2013 | 2,000,000.00 | 2,001,660.00 | 2,000,000.00 | 1.450 | AA | 1.450 | 1,214 | 06/27/2018 |
| 3130AOCU2 | FAC0217 | Federal Home Loan Bank | 11/21/2013 | 1,000,000.00 | 1,009,260.00 | 1,000,000.00 | 1.550 | AA | 1.550 | 1,361 | 11/21/2018 |
| 313376BR5 | FAC0218 | Federal Home Loan Bank | 12/27/2013 | 1,000,000.00 | 1,014,370.00 | 998,570.00 | 1.750 | AAA | 1.780 | 1,384 | 12/14/2018 |
| 3130A3J31 | FAC0226 | Federal Home Loan Bank | 09/22/2014 | 3,000,000.00 | 3,017,400.00 | 3,001,740.00 | 1.200 | AAA | 1.180 | 933 | 09/19/2017 |
| 3130A3CE2 | FAC0227 | Federal Home Loan Bank | 11/04/2014 | 2,000,000.00 | 2,001,920.00 | 2,001,720.00 | 0.625 | AAA | 0.580 | 593 | 10/14/2016 |
| 3134G37A2 | FAC0213 | Federal Home Loan Mortgage | 04/02/2013 | 2,000,000.00 | 1,989,200.00 | 2,000,000.00 | 1.125 | AAA | 1.125 | 1,128 | 04/02/2018 |
| 3137EADK2 | FAC0224 | Federal Home Loan Mortgage | 08/01/2014 | 2,000,000.00 | 1,977,900.00 | 1,953,680.28 | 1.250 | AAA | 1.780 | 1,614 | 08/01/2019 |
| 3134G5EK7 | FAC0225 | Federal Home Loan Mortgage | 08/21/2014 | 2,000,000.00 | 1,995,440.00 | 2,000,000.00 | 1.200 | AAA | 1.200 | 904 | 08/21/2017 |

Portfolio CITY

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PM (PRF_PM2) 7.30

**CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Investments
February 28, 2015**

| CUSIP | Investment # | Issuer | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM | Days to Maturity | Maturity Date |
|---------------------------------------|--------------|----------------------------|---------------|----------------------|----------------------|----------------------|-------------|-----|--------------|------------------|---------------|
| Federal Agency Issues - Coupon | | | | | | | | | | | |
| 3134G5UA1 | FAC0230 | Freddie Mac | 12/30/2014 | 2,000,000.00 | 1,997,240.00 | 2,000,000.00 | 1.250 | AAA | 1.250 | 1,031 | 12/26/2017 |
| 3135GOCM3 | FAC0206 | Fannie Mae | 12/28/2011 | 2,000,000.00 | 2,022,040.00 | 2,006,420.00 | 1.250 | AAA | 1.180 | 577 | 09/28/2016 |
| 3135G0ZA4 | FAC0221 | Fannie Mae | 05/29/2014 | 1,000,000.00 | 1,018,010.00 | 1,016,922.05 | 1.875 | AAA | 1.478 | 1,451 | 02/19/2019 |
| 3135G0ZV2 | FAC0231 | Fannie Mae | 02/20/2015 | 2,000,000.00 | 2,015,240.00 | 2,010,940.00 | 1.750 | AA | 1.630 | 1,731 | 11/26/2019 |
| 3135G0VM9 | FAC0232 | Fannie Mae | 02/20/2015 | 2,000,000.00 | 2,041,960.00 | 2,043,580.00 | 1.875 | AA | 1.250 | 1,297 | 09/18/2018 |
| 880591EQ1 | FAC0220 | Tennessee Valley Authority | 05/29/2014 | 2,000,000.00 | 2,007,600.00 | 2,027,126.78 | 1.750 | | 1.395 | 1,324 | 10/15/2018 |
| Subtotal and Average | | | | 37,000,000.00 | 37,192,760.00 | 37,125,718.87 | | | 1.316 | 1,043 | |
| Total and Average | | | | 82,201,000.00 | 82,560,614.90 | 82,454,234.87 | | | 0.940 | 609 | |

**CITY OF MANHATTAN BEACH
 Portfolio Management
 Portfolio Details - Cash
 February 28, 2015**

| CUSIP | Investment # | Issuer | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM | Days to Maturity |
|--------------------------|--------------|------------|------------------------------|---------------|---------------|---------------|-------------|-----|-------|------------------|
| Money Market Fund | | | | | | | | | | |
| SYS39903-39902 | 39901 | UNION BANK | 06/01/2003 | 2,392,849.52 | 2,392,849.52 | 2,392,849.52 | | | 0.000 | 1 |
| | | | | | | | 29.395.55 | | | 1 |
| | | | Subtotal | | 2,422,245.07 | 2,422,245.07 | | | | |
| | | | Accrued Interest at Purchase | | | | | | | |
| | | | Subtotal | 84,593,849.52 | 84,982,859.97 | 84,876,479.94 | | | 0.940 | 609 |
| | | | Total Cash and Investments | | | | | | | |

**City of Manhattan Beach
Investment Portfolio Summary
As of February 28, 2015**

| PORTFOLIO PROFILE | Feb 28, 2015 | Jan 31, 2015 | Dec 31, 2014 | Nov 30, 2014 | Oct 31, 2014 |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| Total Book Value (Excluding Trust Funds) | \$82,454,235 | \$83,902,985 | \$81,102,985 | \$74,776,577 | \$75,274,962 |
| Increase/(Decrease) from Prior Period | (1,448,750) | 2,800,000 | 6,326,408 | (498,385) | (1,290,000) |
| Percentage Change | (1.7%) | 3.5% | 8.5% | (0.7%) | (1.7%) |
| Average Yield to Maturity (365 Days) | 0.940% | 0.881% | 0.904% | 0.918% | 0.972% |
| Increase/(Decrease) from Prior Period | 0.060% | (0.023%) | (0.014%) | (0.054%) | (0.002%) |

PORTFOLIO ALLOCATIONS

| By Security | Value (Par) | Percent | Par YTM | Time Horizon | Percent |
|-------------------------|---------------------|----------------|----------------|---------------------|----------------|
| LAI F* | \$26,150,000 | 31.81% | 0.266% | Next 12 months | 40% |
| Certificates of Deposit | 8,051,000 | 9.8% | 1.009% | Months 13-24 | 18% |
| Medium Term Notes | 11,000,000 | 13.4% | 1.220% | Months 25-36 | 19% |
| Federal Agencies | 37,000,000 | 45.0% | 1.316% | Months 37-48 | 15% |
| | | | | Months 49-60 | 7% |
| Total | \$82,201,000 | 100.0% | 0.939% | Total | 100.0% |

*LAI F YTM as of February 28, 2015

RECENT ACTIVITY

| Security | Date of Activity | Maturity Date | Purchase (Par) | Maturing/Call | YTM |
|-------------------------------|-------------------------|----------------------|-----------------------|----------------------|---------------|
| FHLB - 0.625% Coupon | 11/4/2014 | 10/14/2016 | 2,000,000 | | 0.580% |
| FFCB - 1.55% Coupon | 11/4/2014 | 9/18/2017 | 2,000,000 | | 1.050% |
| FFCB - 0.72% Coupon | 12/26/2014 | 12/15/2016 | 2,000,000 | | 0.750% |
| FHLMC - 1.25% Coupon | 12/30/2014 | 12/26/2017 | 2,000,000 | | 1.250% |
| FNMA - 1.75% Coupon | 2/20/2015 | 11/26/2019 | 2,000,000 | | 1.630% |
| FNMA - 1.875% Coupon | 2/20/2015 | 9/18/2018 | 2,000,000 | | 1.250% |
| Total Purchases | | | \$12,000,000 | | 1.085% |
| Matured: FHLMC - 5% Coupon | 11/13/2014 | 11/13/2014 | | 2,000,000 | 2.325% |
| Matured: FNMA - 2.625% Coupon | 11/20/2014 | 11/20/2014 | | 2,000,000 | 1.482% |
| Matured: MTN - 1.25% Coupon | 2/13/2015 | 2/13/2015 | | 1,000,000 | 1.120% |
| Total Maturing/Calls | | | | \$5,000,000 | 1.747% |

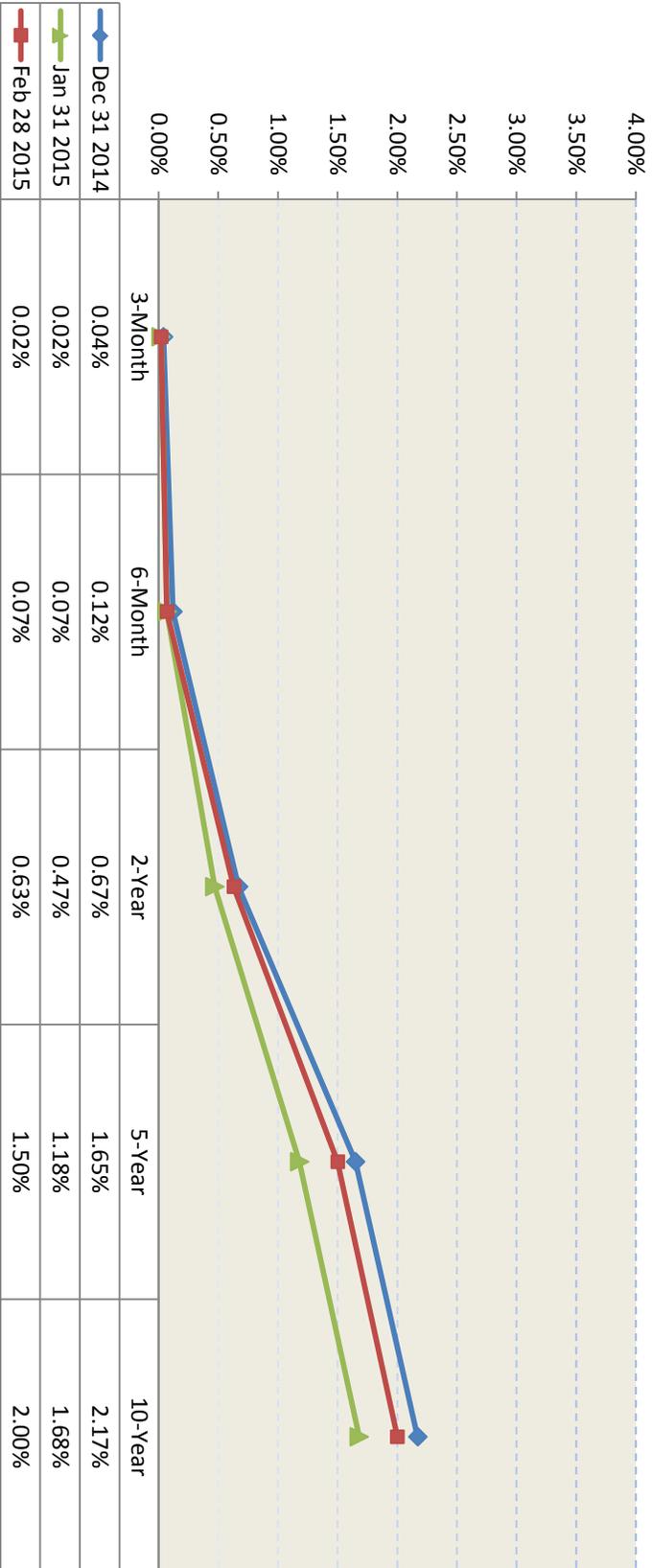
**City of Manhattan Beach
Investment Portfolio Summary
As of February 28, 2015**

| PORTFOLIO FUNDS HELD IN TRUST | Value |
|-------------------------------------|--------------------|
| Police/Fire Refund Delivery Cost | \$2 |
| Marine Avenue | 34,938 |
| Metrox & Water/Wastewater Refunding | 9 |
| UUAD Assessment Funds | 1,554,040 |
| Total Funds Held in Trust | \$1,588,989 |

As of February 28, 2015

US Treasuries Yield Curve

www.treas.gov



City of Manhattan Beach
Investment Policy Compliance Chart

As of February 28, 2015

| Instrument | Local Agency Investment Fund (LAIF) | % of Total | Dollar Compliance | | Percentage Compliance | | Term Compliance | | |
|--|-------------------------------------|---------------------|-------------------|------------|-----------------------|--------------|-----------------|----------------|------------|
| | | | Limit | Compliant? | Limit | Compliant? | Limit | Compliant? | |
| Certificates of Deposit | | | | | | | | | |
| Discover Bank (5649) | 5649 | \$245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| First Merit Bank (13675) | 13675 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| First Bank NC (15019) | 15019 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Flushing SB NY (16049) | 16049 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Citizens Deposit Bk (16852) | 16852 | 211,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Key Bank NA (17534) | 17534 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Webster Bank (18221) | 18221 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Compass Bank (19048) | 19048 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Bank of Manhattan (23191) | 23191 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Boston Private Bank & Trust (24811) | 24811 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Safra National Bank (26876) | 26876 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Georgia Bank & Trust (27574) | 27574 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Fox Chase Bank (28888) | 28888 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Pyramax Bank (29120) | 29120 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Third Fed Svgs Bk (30012) | 30012 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Washington Federal (30570) | 30570 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Goldman Sachs Bk (33124) | 33124 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Bank of NC (33527) | 33527 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| State Bank of India NY (33682) | 33682 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Bank Hapoalim NY (33686) | 33686 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| GE Cap Financial Inc (GE Capital Bank - 33778) | 33778 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Wheaton Bk & Trust (33803) | 33803 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| First Sentry Bank (34241) | 34241 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Barrington Bank & Trust (34395) | 34395 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Merrick Bank (34519) | 34519 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| EverBank (34775) | 34775 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Bank of Holland (34862) | 34862 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Comenity Capital (57570) | 57570 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Ally Bank (57803) | 57803 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Sallie Mae Bank (58177) | 58177 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Marlin Business Bank (58267) | 58267 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| USNY Bank (58541) | 58541 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Crossfirst Bank (58648) | 58648 | 245,000 | 0.3% | 1,000,000 | Yes | 5.0% | Yes | 5 Years | Yes |
| Total Certificates of Deposit (33) | | | 9.8% | | | 20.0% | Yes | | |
| Medium Term (Corporate) Notes | | | | | | | | | |
| Berkshire Hathaway | | \$1,000,000 | 1.2% | | | 5.0% | Yes | 5 Years | Yes |
| Commwealth Bank Australia | | 1,000,000 | 1.2% | | | 5.0% | Yes | 5 Years | Yes |
| Costco Companies | | 1,000,000 | 1.2% | | | 5.0% | Yes | 5 Years | Yes |
| GE Cap Corp | | 2,000,000 | 2.4% | | | 5.0% | Yes | 5 Years | Yes |
| National Australia Bank | | 500,000 | 0.6% | | | 5.0% | Yes | 5 Years | Yes |
| Oracle | | 1,000,000 | 1.2% | | | 5.0% | Yes | 5 Years | Yes |
| Pfizer Inc | | 1,000,000 | 1.2% | | | 5.0% | Yes | 5 Years | Yes |
| Toyota Motor Credit | | 1,000,000 | 1.2% | | | 5.0% | Yes | 5 Years | Yes |
| Union Bank | | 1,000,000 | 1.2% | | | 5.0% | Yes | 5 Years | Yes |
| Wells Fargo & Co | | 500,000 | 0.6% | | | 5.0% | Yes | 5 Years | Yes |
| 3M | | 1,000,000 | 1.2% | | | 5.0% | Yes | 5 Years | Yes |
| Total Medium Term Notes (11) | | | 13.4% | | | 20.0% | Yes | | |
| Federal Agencies | | | | | | | | | |
| Federal Home Loan Bank (FHLB) | | \$10,000,000 | 12.2% | | | 33.3% | Yes | 5 Years | Yes |
| Federal Farm Credit (FFCB) | | 10,000,000 | 12.2% | | | 33.3% | Yes | 5 Years | Yes |
| Fannie Mae (FNMA) | | 7,000,000 | 8.5% | | | 33.3% | Yes | 5 Years | Yes |
| Freddie Mac (FHLMC) | | 8,000,000 | 9.7% | | | 33.3% | Yes | 5 Years | Yes |
| Tenn Valley Authority (TVA) | | 2,000,000 | 2.4% | | | 33.3% | Yes | 5 Years | Yes |
| Total Federal Agencies (5) | | | 45.0% | | | 60.0% | Yes | 5 Years | Yes |
| Total Portfolio | | \$82,201,000 | 100.0% | | | | | | |

CITY OF MANHATTAN BEACH
February 28, 2015

Investments

| | Book Value |
|------------------------------|-------------------------------|
| LAIF | \$26,150,000.00 |
| Medium Term Notes | 11,127,516.00 |
| Federal Agency Issues-Coupon | 37,125,718.87 |
| Certificates of Deposit | 8,051,000.00 |
| Subtotal Investments | <u>\$82,454,234.87</u> |

Demand Deposit/Petty Cash

| | |
|--------------------------------|------------------------------|
| Cash in Bank | \$2,392,849.52 |
| Petty Cash | 2,482.50 |
| Subtotal Demand Deposit | <u>\$2,395,332.02</u> |

Subtotal City Cash & Investments **\$84,849,566.89**

Bond Funds Held in Trust

| | |
|-------------------------------------|--------------------------------------|
| Police Fire Refund Delivery Cost | 2.13 |
| Marine | 34,938.40 |
| Metlox & Water/Wastewater Refunding | 8.69 |
| Utility Assessment Dist | 1,554,039.54 |
| Subtotal Bonds Held in Trust | <u>\$1,588,988.76</u> |
| Treasurer's Balance | <u><u>\$86,438,555.65</u></u> |



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

LAIF Performance Report

Quarter Ending 12/31/14

Apportionment Rate: 0.25%
 Earnings Ratio: 0.00000696536180771
 Fair Value Factor: 0.99998038
 Daily: 0.26%
 Quarter To Date: 0.26%
 Average Life: 200

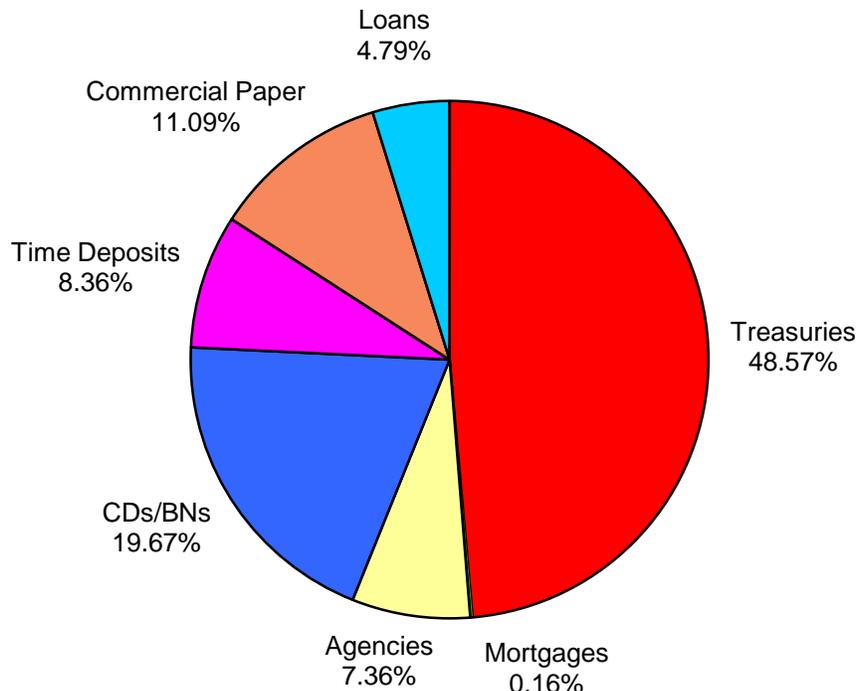
PMIA Average Monthly Effective Yields

FEB 2015 0.266%
 JAN 2015 0.262%
 DEC 2014 0.267%

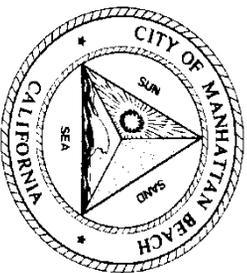
| Date | Daily Yield* | Quarter to Date Yield | Average Maturity (in days) |
|----------|--------------|-----------------------|----------------------------|
| 02/19/15 | 0.27 | 0.26 | 205 |
| 02/20/15 | 0.27 | 0.26 | 202 |
| 02/21/15 | 0.27 | 0.26 | 202 |
| 02/22/15 | 0.27 | 0.26 | 202 |
| 02/23/15 | 0.27 | 0.26 | 198 |
| 02/24/15 | 0.26 | 0.26 | 198 |
| 02/25/15 | 0.26 | 0.26 | 198 |
| 02/26/15 | 0.26 | 0.26 | 198 |
| 02/27/15 | 0.27 | 0.26 | 208 |
| 02/28/15 | 0.27 | 0.26 | 208 |
| 03/01/15 | 0.27 | 0.26 | 208 |
| 03/02/15 | 0.28 | 0.26 | 213 |
| 03/03/15 | 0.28 | 0.27 | 213 |
| 03/04/15 | 0.28 | 0.27 | 212 |

*Daily yield does not reflect capital gains or losses

**Pooled Money Investment Account
Portfolio Composition
\$61.3 billion
1/31/15**



City of Manhattan Beach



Financial Reports

February 2015

Fiscal Year 2014-2015

City of Manhattan Beach
 Fiscal Year 2014-2015
 Period 8 - February
 General Fund Expenditures By Department

Data Date: 3/20/2015
 Percent Year: 66.7%

| | Annual Budget | Current Month | YTD Expend. | YTD Encumb. | Available Budget | Percent Utilized* |
|--------------------------|---------------|---------------|-------------|-------------|------------------|-------------------|
| 11 Management Services | 2,714,382 | 196,865 | 1,614,082 | 88,321 | 1,011,979 | 62.72 |
| 12 Finance | 3,789,231 | 251,261 | 2,281,262 | 81,935 | 1,426,034 | 62.37 |
| 13 Human Resources | 1,251,945 | 75,860 | 598,118 | 58,489 | 595,338 | 52.45 |
| 14 Parks and Recreation | 7,664,943 | 678,174 | 4,925,273 | 36,124 | 2,703,546 | 64.73 |
| 15 Police | 23,210,318 | 1,818,643 | 15,344,347 | 6,600 | 7,859,370 | 66.14 |
| 16 Fire | 11,461,981 | 862,741 | 7,633,261 | 51,227 | 3,777,492 | 67.04 |
| 17 Community Development | 4,579,001 | 285,616 | 2,724,005 | 294,600 | 1,560,397 | 65.92 |
| 18 Public Works | 6,915,722 | 479,668 | 4,202,161 | 143,292 | 2,570,270 | 62.83 |
| 100 General Fund | 61,587,523 | 4,648,828 | 39,322,510 | 760,588 | 21,504,425 | 65.08 |

*Percent Utilized includes YTD encumbrances.

City of Manhattan Beach
Fiscal Year 2015 Statement of Revenues & Expenditures
February 28, 2015

% of Year
66.7%

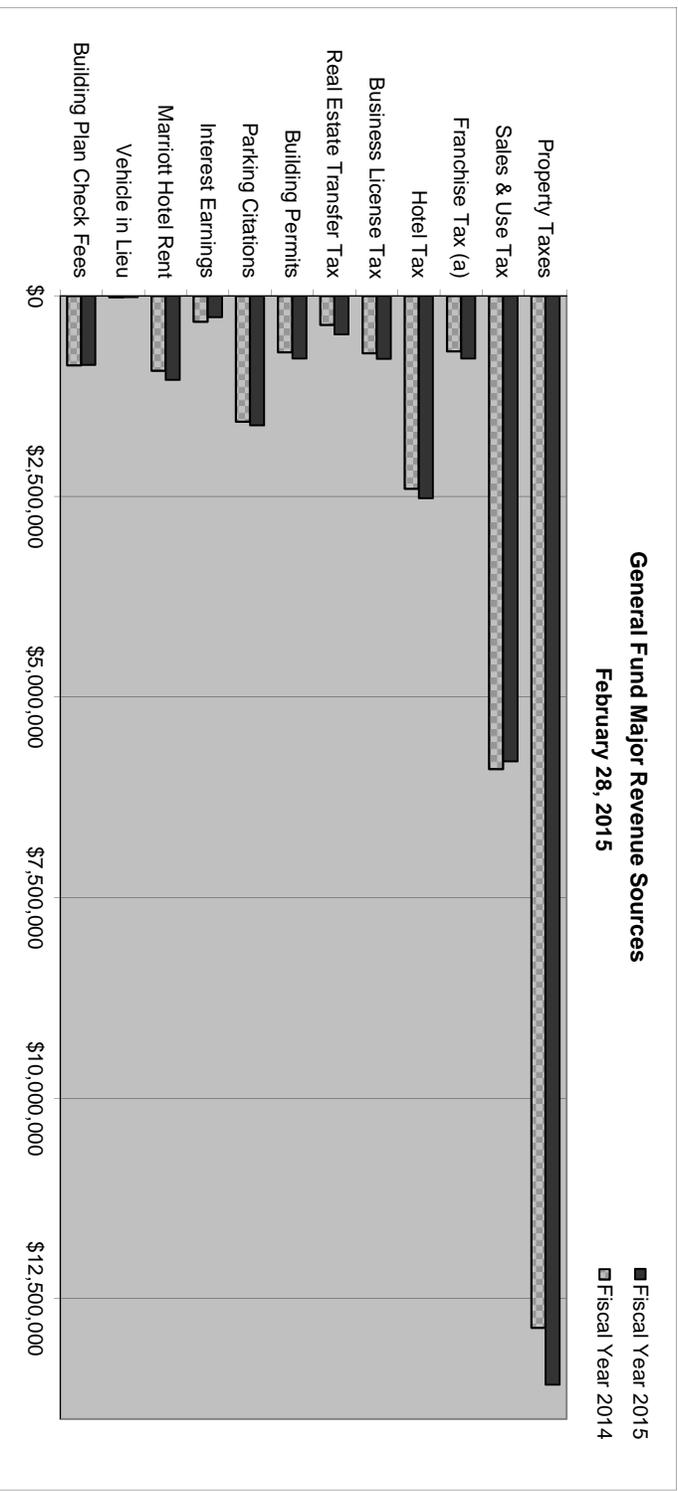
Current Year Activity

| Fund Title | Fund No. | Budgeted Revenue | YTD Revenues | Realized % | Budgeted Expenditures | YTD Expenditures | % Expended |
|--|----------|----------------------|---------------------|--------------|-----------------------|---------------------|--------------|
| | | | | | | | |
| General Fund | 100 | \$59,846,949 | \$37,207,671 | 62.2% | \$61,587,523 | \$39,322,510 | 63.8% |
| Street Lighting & Landscaping Fund | 201 | 399,620 | 240,279 | 60.1% | 652,909 | 380,828 | 58.3% |
| Gas Tax Fund | 205 | 1,202,947 | 727,070 | 60.4% | 4,349,115 | 1,029,005 | 23.7% |
| Asset Forfeiture | 210 | 7,300 | 33,371 | 457.1% | 226,345 | 93,443 | 41.3% |
| Police Safety Grants | 211 | 101,200 | 98,041 | 96.9% | 209,274 | 96,013 | 45.9% |
| Federal & State Grants | 220 | - | - | n/a | - | - | n/a |
| Prop A Fund | 230 | 637,699 | 443,428 | 69.5% | 805,070 | 450,592 | 56.0% |
| Prop C Fund | 231 | 6,118,340 | 370,655 | 6.1% | 20,361,151 | 127,422 | 0.6% |
| AB 2766 Fund | 232 | 74,197 | 23,420 | 31.6% | 200,068 | 5,872 | 2.9% |
| Measure R | 233 | 416,577 | 267,706 | 64.3% | 335,000 | - | 0.0% |
| Capital Improvements Fund | 401 | 2,363,901 | 1,021,448 | 43.2% | 8,697,655 | 853,739 | 9.8% |
| Underground Assessment District Construction | 403 | 1,200 | 963 | 80.3% | - | - | n/a |
| Water Fund | 501 | 16,546,891 | 11,355,232 | 68.6% | 17,991,836 | 6,626,890 | 36.8% |
| Storm Drain Fund | 502 | 353,033 | 190,246 | 53.9% | 1,445,994 | 271,082 | 18.7% |
| Wastewater Fund | 503 | 3,743,047 | 2,483,396 | 66.3% | 4,091,883 | 1,040,556 | 25.4% |
| Refuse Fund | 510 | 3,968,705 | 2,680,623 | 67.5% | 4,353,121 | 2,350,242 | 54.0% |
| Parking Fund | 520 | 2,385,078 | 1,425,120 | 59.8% | 2,669,906 | 1,467,276 | 55.0% |
| County Parking Lots Fund | 521 | 775,510 | 499,884 | 64.5% | 644,806 | 131,690 | 20.4% |
| State Pier & Parking Lot Fund | 522 | 581,729 | 357,215 | 61.4% | 2,704,282 | 319,106 | 11.8% |
| Insurance Reserve Fund | 601 | 4,661,672 | 3,295,164 | 70.7% | 4,702,745 | 5,418,821 | 115.2% |
| Information Systems Reserve Fund | 605 | 2,272,016 | 1,514,680 | 66.7% | 2,861,335 | 1,084,871 | 37.9% |
| Fleet Management Fund | 610 | 2,223,625 | 1,555,221 | 69.9% | 2,646,638 | 1,039,557 | 39.3% |
| Building Maintenance & Operation Fund | 615 | 1,699,779 | 1,270,116 | 74.7% | 1,698,391 | 1,164,674 | 68.6% |
| Special Assessment Debt Service | 710 | 965,000 | 597,597 | 61.9% | 953,389 | 953,793 | 100.0% |
| City Pension Fund | 801 | 180,900 | 7,340 | 4.1% | 233,220 | 142,551 | 61.1% |
| | | \$111,526,915 | \$67,665,885 | 60.7% | \$144,421,656 | \$64,370,532 | 44.6% |

**City of Manhattan Beach
Fiscal Year 2015 General Fund Major Revenue Trends
February 28, 2015**

Percent of Year
66.7%

| Major Revenue Accounts | Fund No. | Year-To-Date Actuals | | | | | FY 2015 | | |
|-------------------------------------|----------|----------------------|-------------------|-------------------|-------------------|-------------------|---------------------|-------------------|---------------|
| | | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | Adj Budget | Realized |
| Property Taxes | 100 | 11,249,282 | 11,044,173 | 11,294,848 | 12,312,875 | 12,861,957 | 13,572,798 | 23,911,150 | 56.76% |
| Sales & Use Tax | 100 | 4,472,883 | 5,236,511 | 5,593,981 | 5,837,188 | 5,897,904 | 5,804,707 | 9,112,873 | 63.70% |
| Franchise Tax (a) | 100 | 532,752 | 581,563 | 615,219 | 665,103 | 691,227 | 783,035 | 1,407,385 | 55.64% |
| Hotel Tax | 100 | 1,816,166 | 1,849,456 | 1,805,149 | 2,217,251 | 2,404,423 | 2,524,814 | 3,769,000 | 66.99% |
| Business License Tax | 100 | 374,586 | 516,095 | 723,382 | 697,487 | 712,411 | 786,585 | 3,125,000 | 25.17% |
| Real Estate Transfer Tax | 100 | 232,362 | 242,001 | 312,926 | 372,957 | 362,192 | 481,971 | 595,000 | 81.00% |
| Building Permits | 100 | 467,546 | 527,898 | 517,793 | 544,843 | 700,497 | 781,746 | 1,160,000 | 67.39% |
| Parking Citations | 100 | 1,670,583 | 1,715,757 | 1,826,119 | 1,500,790 | 1,567,397 | 1,613,960 | 2,340,000 | 68.97% |
| Interest Earnings | 100 | 327,484 | 327,949 | 324,081 | 382,706 | 322,788 | 268,119 | 486,600 | 55.10% |
| Marriott Hotel Rent | 100 | 680,662 | 696,831 | 576,182 | 827,157 | 931,857 | 1,049,625 | 1,320,000 | 79.52% |
| Vehicle in Lieu | 100 | 63,246 | 80,265 | 95,915 | 18,887 | 15,631 | 15,099 | - | - |
| Building Plan Check Fees | 100 | 356,687 | 504,762 | 621,694 | 663,186 | 865,371 | 862,311 | 1,350,000 | 63.87% |
| Total Major Revenue Accounts | | 22,244,239 | 23,323,263 | 24,307,287 | 26,040,429 | 27,333,654 | 28,544,769 | 48,577,008 | 58.76% |
| Over/(Under) Prior Year | | | 1,079,023 | 984,025 | 1,733,142 | 1,293,224 | 1,211,115 | | |
| Percent Change From Prior Year | | | 4.85% | 4.22% | 7.13% | 4.97% | 4.43% | | |
| Other Revenues | | 6,825,931 | 7,426,305 | 7,995,178 | 7,313,311 | 8,091,403 | 8,662,902.34 | 11,269,941 | 76.87% |
| Total General Fund Revenues | | 29,070,170 | 30,749,567 | 32,302,465 | 33,353,740 | 35,425,057 | \$37,207,671 | 59,846,949 | 62.17% |



(a) The structure of payments for 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.