

City Council Regular Meeting

Tuesday, August 18, 2015

6:00 PM

City Council Chambers



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

Executive Team

Mark Danaj, City Manager
Quinn Barrow, City Attorney

Robert Espinosa, Fire Chief
Captain Derrick Abell, Acting Human Resources Director
Eve R. Irvine, Police Chief
Mark Leyman, Parks & Recreation Director
Bruce Moe, Finance Director

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

MISSION STATEMENT:

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

August 18, 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 provided two early opportunities for public comments - under "City Council and Community Organization Announcements of Upcoming Events," at which time community organization representatives may notify the public of upcoming events and under "Public Comments," at which time speakers may comment on any item of interest to the public that is within the subject matter jurisdiction of the City Council, including items on the agenda. In addition, speakers may comment during any public hearing after the public hearing on that item has been opened.

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. The City also provides closed captioning of all its Regular City Council Meetings for the hearing impaired.

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****B. ROLL CALL****C. CEREMONIAL CALENDAR**

1. Presentation of Employee Service Awards to Employees Attaining 20 Years of Service or More. [15-0362](#)
PRESENT
2. Presentation of a City Plaque to the Shade Hotel for their Efforts to Improve the Quality of Life for their Neighbors through their Sound Mitigation Project. [15-0386](#)
PRESENT

D. CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

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, August 12, 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

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. CITY COUNCIL AND COMMUNITY ORGANIZATION ANNOUNCEMENTS OF UPCOMING EVENTS (1 MINUTE PER PERSON)

City Councilmembers and community organization representatives may inform the public about upcoming events.

G. CITY MANAGER REPORT**H. CITY ATTORNEY REPORT****I. PUBLIC COMMENTS (2 MINUTES PER PERSON PER ITEM, A MAXIMUM OF 5 MINUTES IF A SPEAKER WANTS TO COMMENT ON MORE THAN ONE ITEM)**

Speakers may comment on any item on the agenda that is not a public hearing, as well as any item of interest to the public that is within the subject matter jurisdiction of the City Council. The Mayor may determine whether an item is within the subject matter jurisdiction of the City Council. 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, the item(s) you would like to offer public comment, and returning it to the City Clerk.

J. PLANNING COMMISSION QUASI-JUDICIAL DECISIONS (RECEIVE AND FILE)

This is an opportunity for a Councilmember to submit a written request that the City Council review the Planning Commission decision, in which case a duly noticed public hearing on the matter will be scheduled for a later date. In the absence of a written request, the matter will be received and filed by order of the chair.

The Planning Commission recently took action on the following matter(s):

None.

K. CONSENT CALENDAR (APPROVE)

Items on the "Consent Calendar" are routine and customary business items and will be enacted with one vote. Removal of items from the Consent Calendar for individual consideration will be at a City Councilmember's discretion. In such case, the item will be heard during general business.

3. Award of Five-Year Contract to Duthie Power Services to Provide Auxiliary Power Generator Maintenance in the Amount of \$167,563 (Public Works Director Olmos).

[CON 15-0044](#)

APPROVE

Attachments: [Agreement with Duthie Power Services](#)

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4. Approve Three-Year Lease Agreement of Groundwater Rights from Chevron U.S.A., Inc. (Public Works Director Olmos). [CON 15-0043](#)
APPROVE
Attachments: [Water Lease Agreement](#)
5. Change Order No. 1 in the Amount of \$12,680.26 and Final Payment in the Amount of \$62,315.14 to Griffith Company; Formally Accept the Sepulveda Boulevard at Marine Avenue Intersection Improvements Project as Complete; and Authorize the Filing of the Appropriate Notice of Completion and Release of Retention in the Amount of \$22,273.96 (Public Works Director Olmos). [15-0360](#)
APPROVE
Attachments: [Budget and Expenditures](#)
6. Summary Vacation of a Street Easement on the East Side of Ardmore Avenue, at 1800 North Ardmore Avenue (Public Works Director Olmos). [RES 15-0050](#)
APPROVE
Attachments: [Resolution No. 15-0050](#)
[Exhibit A](#)
7. Fiscal Year 2014-2015 Budget Report for Fourth Quarter (Pre-Audit) (Finance Director Moe). [15-0357](#)
RECEIVE REPORT
Attachments: [FY 2014-2015 Budget Report 4Q](#)
8. Minutes: [15-0022](#)
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 Regular Meeting of August 4, 2015
b) City Council Adjourned Regular Meeting-Closed Session of August 10, 2015
(City Clerk Tamura).
APPROVE
Attachments: [City Council Regular Meeting Minutes of August 4, 2015](#)
[City Council Adjourned Regular Meeting-Closed Session Minutes of August 10,](#)

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9. Financial Reports: [15-0341](#)
a) Schedule of Demands: July 16, 2015
b) Investment Portfolio for the Month Ending June 30, 2015
c) Preliminary Financial Reports for the Month Ending June 30, 2015
(Finance Director Moe).
APPROVE; RECEIVE AND FILE

Attachments: [Schedule of Demands for July 16, 2015](#)
[Investment Portfolio for the Month Ending June 30, 2015](#)
[Preliminary Financial Reports for the Month Ending June 30, 2015](#)

L. PUBLIC HEARINGS (2 MINUTES PER PERSON)

M. OLD BUSINESS

This section is for any unfinished agenda items from a prior City Council Meeting.

N. NEW BUSINESS

10. Youth Art Education Initiative (Art Lab) (Parks and Recreation Director Leyman). [15-0370](#)
APPROVE

Attachments: [Manhattan Beach Art Lab](#)

11. Water Conservation Update (Public Works Director Olmos). [15-0374](#)
RECEIVE REPORT; DISCUSS AND PROVIDE DIRECTION

Attachments: [Water Conservation Tracker \(June - July\)](#)

12. Review Regulation of Smoking in Multi-Unit Housing, and Institution of a Tobacco Retail Licensing Program in Manhattan Beach (Public Works Director Olmos). [15-0375](#)
DISCUSS AND PROVIDE DIRECTION

Attachments: [Smokefree Air for Everyone Public Opinion Survey Report](#)
[Draft Ordinance No. 15-0019, Regulating Smoking in Multi-Unit Housing](#)
[Map of Multi-Unit Housing in Manhattan Beach](#)
[Los Angeles County Public Health Non-Smoking Multi-Unit Housing Ordinances](#)
[Draft Ordinance No. 15-0020, Tobacco Retail Licensing](#)
[Map of Tobacco Retailers in Manhattan Beach](#)
[Summary of TRL Fees in California](#)
[SAFE Support Letter for Multi-Unit Housing](#)

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13. Additional Open Government Initiatives and Department Head Employment Agreements (City Attorney Barrow). [15-0376](#)
DISCUSS AND PROVIDE DIRECTION
14. City-Wide Civility Policy (City Attorney Barrow). [15-0384](#)
DISCUSS AND APPROVE
Attachments: [Civility Policy](#)
15. Discussion of a Development Strategy for the Property Located on Parkview (City Council). [15-0383](#)
DISCUSS AND PROVIDE DIRECTION

O. CITY COUNCIL REPORTS, OTHER COUNCIL BUSINESS AND TRAVEL REPORTS, INCLUDING AB 1234 REPORTS (COMMITTEE REPORTS)

P. FORECAST AGENDA AND FUTURE DISCUSSION ITEMS

16. Agenda Forecast (City Clerk Tamura). [15-0389](#)
DISCUSS AND PROVIDE DIRECTION
Attachments: [August 12, 2015 Agenda Forecast](#)

Q. INFORMATIONAL ITEMS

This section is for items that do not require City Council action.

17. Commission Minutes: [15-0388](#)
This Item Contains Minutes of the following City Commission Meetings:
Cultural Arts Commission Meeting of July 14, 2015 (Parks and Recreation Director Leyman).
INFORMATION ITEM ONLY
Attachments: [Cultural Arts Commission Minutes of July 14, 2015](#)

R. CLOSED SESSION

S. ADJOURNMENT

T. FUTURE MEETINGS**CITY COUNCIL MEETINGS**

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
Jan. 5, 2016 – Tuesday -- 6:00 PM - City Council Meeting
Jan. 19, 2016 – Tuesday -- 6:00 PM - City Council Meeting
Feb. 2, 2016 – Tuesday -- 6:00 PM - City Council Meeting
Feb. 16, 2016 – Tuesday -- 6:00 PM - City Council Meeting
March 1, 2016 – Tuesday -- 6:00 PM - City Council Meeting
March 15, 2016 – Tuesday -- 6:00 PM - City Council Meeting
April 5, 2016 – Tuesday -- 6:00 PM - City Council Meeting
April 19, 2016 – Tuesday -- 6:00 PM - City Council Meeting/Reorganization
May 3, 2016 – Tuesday -- 6:00 PM - City Council Meeting
May 5, 2016 – Tuesday -- Time TBD - Budget Study Session #1
May 10, 2016 – Tuesday -- Time TBD - Budget Study Session #2
May 12, 2016 – Tuesday -- Time TBD - Budget Study Session #3
May 17, 2016 – Tuesday -- 6:00 PM - City Council Meeting
May 19, 2016 – Tuesday -- Time TBD - Budget Study Session #4
June 7, 2016 – Tuesday -- 6:00 PM - City Council Meeting
June 21, 2016 – Tuesday -- 6:00 PM - City Council Meeting
July 5, 2016 – Tuesday -- 6:00 PM - City Council Meeting
July 19, 2016 – Tuesday -- 6:00 PM - City Council Meeting
Aug. 2, 2016 – Tuesday -- 6:00 PM - City Council Meeting
Aug. 16, 2016 – Tuesday -- 6:00 PM - City Council Meeting
Sep. 6, 2016 – Tuesday -- 6:00 PM - City Council Meeting
Sep. 20, 2016 – Tuesday -- 6:00 PM - City Council Meeting

BOARDS, COMMISSIONS AND COMMITTEE MEETINGS

Aug. 11, 2015 – Tuesday – 6:30 PM – Cultural Arts Commission Meeting
Aug. 24, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting
Sept. 14, 2015 – Monday – 6:30 PM – Library Commission Meeting
Sept. 15, 2015 – Tuesday – 6:30 PM – Cultural Arts Commission Meeting
Sept. 28, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting
Oct. 12, 2015 – Monday – 6:30 PM – Library Commission Meeting
Oct. 13, 2015 – Tuesday – 6:30 PM – Cultural Arts Commission Meeting
Oct. 14, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting
Oct. 22, 2015 – Thursday – 6:30 PM – Parking & Public Improvements Commission Meeting
Oct. 26, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting
Oct. 28, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting
Nov. 9, 2015 – Monday – 6:30 PM – Library Commission Meeting
Nov. 10, 2015 – Tuesday – 6:30 PM – Cultural Arts Commission Meeting
Nov. 11, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting
Nov. 25, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting
Nov. 26, 2015 – Thursday – 6:30 PM – Parking & Public Improvements Commission Meeting
Nov. 23, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting
Dec. 8, 2015 – Tuesday – 6:30 PM – Cultural Arts Commission Meeting
Dec. 9, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting
Dec. 14, 2015 – Monday – 6:30 PM – Library Commission Meeting
Dec. 23, 2015 – Wednesday – 6:30 PM – Planning Commission Meeting
Dec. 24, 2015 – Thursday – 6:30 PM – Parking & Public Improvements Commission Meeting
Dec. 28, 2015 – Monday – 6:30 PM – Parks and Recreation Commission Meeting

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

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
May 30, 2016 – Monday – Memorial Day
Jul. 4, 2016 – Monday – Independence Day

Agenda Date: 8/18/2015

TO:

Members of the City Council

FROM:

Mayor Burton

SUBJECT:

Presentation of Employee Service Awards to Employees Attaining 20 Years of Service or More.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize
The Following City of Manhattan Beach Employees
for their Years of Dedicated Service
to the City of Manhattan Beach and its Residents**

Liza Tamura - City Clerk (20 Years)
David Shenbaum - Fire Captain (20 Years)

Agenda Date: 8/18/2015

TO:

Members of the City Council

FROM:

Mayor Burton

SUBJECT:

Presentation of a City Plaque to the Shade Hotel for their Efforts to Improve the Quality of Life for their Neighbors through their Sound Mitigation Project.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize
The Shade Hotel
For
Their Efforts in Improving the Quality of Life
for their Neighbors through their
Sound Mitigation Project**

Agenda Date: 8/18/2015

TO:

Honorable Mayor Burton and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Tony Olmos, Public Works Director
Bruce Moe, Finance Director
Keith Darling, Interim Maintenance Superintendent
Gwen Eng, Purchasing Manager

SUBJECT:

Award of Five-Year Contract to Duthie Power Services to Provide Auxiliary Power Generator Maintenance in the Amount of \$167,563 (Public Works Director Olmos).

APPROVE

RECOMMENDATION:

Staff recommends that the City Council award RFP #1036-15 to Duthie Power Services for a five-year contract to provide auxiliary power generator maintenance services in the amount of \$167,563.

FISCAL IMPLICATIONS:

Funds are budgeted annually for these services.

BACKGROUND:

The City has a fleet of sixteen stationary emergency generators that are deployed throughout City facilities. These generators are used for back-up power for critical facilities such as water and sewer systems, City Hall, City Yard, Police Station and two Fire Stations. When there is an interruption in power from the electricity grid, these generators automatically turn on to provide uninterrupted power to City facilities and to maintain vital systems.

The City relies on outside contractors for the maintenance of our generators. Contractors provide the expertise and knowledge necessary to perform a variety of repairs, and maintain the necessary parts inventory for rapid repairs. A formal maintenance agreement is necessary to guarantee response times and provide discounted pricing for parts and labor. Without the benefit of a contract, the City would not be a priority customer and there would

not be a guaranteed response time. Finally, annual documented service is necessary for the City to maintain an operational permit from the Air Quality Management District to operate any of our generators.

The contract specifications require yearly testing of the generators, annual maintenance, annual transfer switch testing and a load bank test (which test the generator at its full output) every five years. Typical service includes checking fluid levels, replacing fluids and filters, maintaining all parts in good working condition and making needed repairs. The majority of these generators are located in confined spaces requiring special procedures for air testing and monitoring during the maintenance operation. The contractor will not only have the necessary equipment for proper maintenance, but also trained and certified staff.

DISCUSSION:

This bid was directly emailed to three vendors as well as posted on the City's website. Three responses were received. A summary of pricing for a five-year contract offered by each vendor is shown below:

- Global Power Group - \$166,300
- Duthie Power Services - \$167,563
- Schwalm Generation - Non-responsive

Schwalm Generation's proposal was deemed non-responsive because the vendor failed to provide answers to the provided questionnaire, lacked the reference contact information as well as the hourly pricing sheet.

Because this is a services contract, vendor selection is based on many factors, including staffing levels for emergency service, experience, quality control and cost. The proposals from Global Power Group and Duthie Power Services were similar except for the emergency service staffing levels. Global Power Group only has three staff within one hour of the City, whereas, Duthie Power Services has 23 technicians, eight within a 10 to 15 mile radius. For the incremental cost differential of \$1,263 over a five-year period, staff recommends contracting with the vendor that has a higher probability of being able to respond within one hour of the request. This is of primary concern for critical facilities such as water and sewer systems.

CONCLUSION:

Staff recommends that the City Council award RFP #1036-15 to Duthie Power Services for a contract to provide auxiliary power generator maintenance services in the amount of \$167,563.

Attachment:

1. Agreement with Duthie Power Services

AGREEMENT FOR MAINTENANCE SERVICES

AUXILIARY GENERATOR MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into on this _ day of August, 2015, by and between the City of Manhattan Beach, a municipal corporation (“City”) and Duthie Electric Service Corporation, a California Corporation, d/b/a Duthie Power Services (“Contractor”) (collectively, the “Parties”).

RECITALS

A. City issued Request for Proposal #1036-15 on March 17, 2015 (“RFP”), requesting proposals to provide auxiliary generator maintenance services for the maintenance and repair of auxiliary generators located at various sites in the City of Manhattan Beach, CA 90266.

B. In response to the RFP, Contractor submitted its proposal dated April 2, 2015 (“Proposal”), and represents that it is qualified and able to perform the services (“Services”) required by this Agreement.

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

Section 1. Incorporation of Proposal and RFP. A copy of Contractor’s Proposal is attached hereto as Exhibit A and incorporated herein by this reference. The RFP is also incorporated herein by this reference. In the event of any conflict between the provisions of the RFP or Proposal and this Agreement, the provisions of this Agreement shall control. In the event of any conflict between the provisions of the RFP and Contractor’s Proposal, the provisions of Contractor’s Proposal shall control.

Section 2. Contractor’s Services. Contractor shall perform the Services described in Exhibit A in a manner satisfactory to City and consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 3. Term of Agreement. This Agreement shall apply to services rendered on or after August 18, 2015, for a contract term of five (5) years, and shall terminate when the contract expires, unless sooner terminated by the City or the Contractor.

Section 4. Time of Performance. Contractor shall commence its services under this Agreement upon receipt of a written notice to proceed (NTP) from City. Contractor shall complete the Services at the end of the contract expiration date.

Section 5. Compensation.

(a) City agrees to pay Contractor in accordance with the fee schedule included in the Proposal.

(b) Approved emergency repair work and approved work not covered under the scheduled maintenance contract amount will be reimbursed as stated in the contract documents (this Agreement, the RFP, and the Contractor's Proposal).

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

Section 6. Method of Payment.

(a) Upon completion of the periodic services required by this Agreement, Contractor shall submit to City a detailed invoice for the Services. The invoice shall describe in detail the Services rendered, and shall state that all Services set forth in the Proposal have been completed.

(b) Within five (5) working days of receipt of the completed and signed invoice and supporting documentation, the City shall review the invoice and supporting documentation, inspect the site, and verify that the Services have been performed as required by this Agreement. Within thirty (30) days of such verification, City shall pay all undisputed amounts included on the invoice.

Section 7. Independent Contractor. The Parties agree, understand, and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's personnel practices. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

Section 8. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

Section 9. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. The Terms of Compliance with California Labor Law Requirements is attached hereto as Exhibit B and incorporated herein by this reference.

Section 10. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 11. Permits and Licenses. Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the provision of the Services, including a business license .

Section 12. Debarred, Suspended or Ineligible Contractors. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with any debarred subcontractor pursuant to California Labor Code Section 1777.1 or 1777.7.

Section 13. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

Section 14. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

Section 15. Interests of Contractor.

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

(b) Contractor further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement. Nor has Contractor paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole

and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.

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

Section 16. Insurance.

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

1) A policy or policies of Comprehensive General Liability Insurance with coverage at least as broad as Insurance Services Office form CG 00 01, with minimum limits of \$2,000,000 for each occurrence and general aggregate, combined single limit, against any personal injury, death, loss, or damage, including without limitation, blanket contractual liability, and a \$2,000,000 completed operations aggregate.

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

3) Workers' compensation insurance as required by the State of California, and Employer's Liability insurance with limits of at least \$1,000,000 for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code.

4) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of \$2,000,000 per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Contractor agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

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

1) City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials,

employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

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

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

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

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

6) If insurance coverage is canceled or reduced in coverage or in limits, Contractor shall within two (2) business days of notice from insurer, phone, fax and/or notify the City via first class mail, postage prepaid, of the changes to or cancellation of the policy.

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

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

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

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

(g) Any deductibles or self-insured retentions must be declared to and approved by City.

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

Section 17. Indemnification.

(a) Contractor's Duty. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold free and harmless the City, its elected officials, officers, employees, volunteers, agents, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of or incident to any act, failure to act, error or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, material suppliers, or their officers, agents, servants or employees, arising out of the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Further, Contractor shall appoint competent defense counsel approved by the City Attorney at Contractor's own cost, expense and risk, to defend any and all such Claims that may be brought or instituted against Indemnitees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

(b) Civil Code Exception. Nothing in the paragraph above this one shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code section 2782(a) or the City's active negligence to the limited extent that the underlying Agreement is subject to Civil Code section 2782(b).

(c) Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they 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 indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

(d) Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

(e) Survival. The provisions of this Section 17 shall survive the termination of this Agreement and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision

Section 18. Termination.

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

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

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

Section 19. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Services.

Section 20. Information and Documents.

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

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City

retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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

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

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

Section 21. Default.

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

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

Section 22. Changes in the Services. City shall have the right to order, in writing, changes in the Services or the services to be performed. Any changes in the Services requested by Contractor must be made in writing and approved by both Parties.

Section 23. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, California 90266
Attn: Keith Darling, Maintenance Manager

With a copy to: City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Attn: City Manager

If to Contractor: Duthie Power Services
2335 East Cherry Industrial Circle
Long Beach, CA 90805

Section 24. Attorneys' Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 25. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 26. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 27. Venue. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 28. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.

Section 29. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time.

Section 30. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

Section 31. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

Section 32. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 33. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

Section 34. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 35. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.


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

CITY OF MANHATTAN BEACH:

DUTHIE ELECTRIC SERVICE
CORPORATION

MARK DANAJ
City Manager

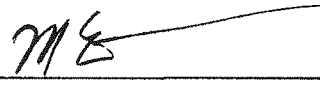


Name: Carlos Cestero 
Title: Company Controller

ATTEST

LIZ TAMURA

APPROVED AS TO FORM:



QUINN M. BARROW
City Attorney

EXHIBIT A
CONTRACTOR'S PROPOSAL

Exhibit A



City of Manhattan Beach General Services

Phone: (310) 802-5568
FAX: (310) 802-5590
TDD: (310) 546-3501

REQUEST FOR PROPOSAL

BID NUMBER: 1036-15
BID TITLE: Auxiliary Generator Maintenance Services
REQUESTING DEPARTMENT: Public Works
RELEASE DATE: March 17, 2015
DUE DATE: April 13, 2015 @ 3:00 PM PST
CONTACT PERSON: Gwen Eng
E-MAIL: geng@citymb.info

Notice is hereby given that the Office of the City Clerk of the City of Manhattan Beach will receive proposals for Generator Maintenance Services. Each response must be submitted in a sealed envelope and clearly marked:

“RFP #1036-15, Generator Maintenance Services”

Failure to identify the proposal on the envelope may result in disqualification of the proposal.

Sealed proposals must be submitted to the office of the City Clerk at 1400 Highland Avenue, Manhattan Beach, CA 90266. **Responses will be received until 3:00 PM, Monday, April 13, 2015.** Responses will not be opened at that time, but will be submitted to the Purchasing Manager for verification and compliance with specifications and subsequent recommendation to City Council for award of a contract or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

Responses received after the deadline will be considered late. Such responses may be returned unopened. Faxed and/or emailed proposals are not acceptable.

Direct any inquiries regarding this RFP to Gwen Eng, geng@citymb.info, by no later than 3:00 PM PST, March 26, 2015.

Dated: March 17, 2015

Gwen Eng
Purchasing Manager

Instructions to Bidders/Definitions

The following meanings are attached to the following defined words when used in these specifications and the contract: The word "City" means the City of Manhattan Beach, California. The word "Bidder", "Proposer", "Vendor," "Supplier," or "Contractor" means the person, firm, or corporation submitting a proposal on these specifications or any part thereof.

Filing Date

All proposals must be received at or before the time indicated above. Copies of all forms, specifications, and exhibits are available from the office of the Purchasing Manager for the City of Manhattan Beach (310) 802-5567.

Reservations

The City Council reserves the right to reject any and all bids received; to take all bids under advisement for up to 90 days after opening; to waive any informality on any bid; and to be the sole judges of the relative merits of the material mentioned in the respective proposals received. The Council also reserves the right to reject any item(s), award more than one contract for each of the items, and reject proposals that are not accompanied by the requested information.

Bid Form

- **No telephone, facsimile or email bids will be accepted.**
- If the proposal is made by an individual, it must be signed by the full name of the Proposer and include the Proposer's complete address. If it is made by a firm, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given. If it is made by a corporation, it must be signed by the proper officer in the corporate name, and the corporate seal must be attached to such signature.
- The phraseology of the bid must not be altered in any way.
- Proposals are subject to acceptance by the City for a period of 90 days, unless a different period is prescribed in the proposal by the bidder.

Electronic Format

Vendor to supply a copy of the proposed response on labeled media (Company name and Request for Proposal title) in searchable PDF format as a single document (optimized and compressed).

The Contract

The Proposer to whom the award is made will be required to enter into a written contract with the City. The contract may be in the form of a purchase order. A copy of the RFP, the vendor's proposal and the contract specifications may be attached to, and will form a part of the contract. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of State and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the articles from other sources and to hold the vendor responsible for any excess costs incurred by the City.

Patent Rights

The vendor agrees to save, keep, bear harmless, and fully indemnify the City, its officers, or agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights or any person or persons in consequence of the use by the City, or any of their officers and agents, or articles supplies under any resulting contract, and of which the vendor is not the patentee or assignee, or which the vendor is not lawfully entitled to sell.

Taxes

The City of Manhattan Beach is exempt from paying Federal Excise Taxes. These taxes are not to be included.

Delivery

Any deliveries that may be required as a result of this RFP/Bid must be made to job site or to the specific delivery schedule.

Payments

Complete payment on the contract will be made in approximately 30 days from the complete delivery and acceptance of the merchandise or service, unless alternate terms are proposed and accepted by the City. **The City may consider prompt payment discounts when calculating the lowest bid if the end result benefits the City.**

Errors/Omissions

The vendor shall not be allowed to take advantage of any errors and/or omissions in these specifications or in the vendor's specifications submitted with the Proposal. Full instructions will be given if such errors/omissions are discovered, and vendor agrees to abide by said instructions.

Force Majeure

The vendor will be excused from the performance of the contract, in whole or in part, only by reason of the following causes:

- a) When such performance is prevented by operation of law.
- b) When such performance is prevented by an irresistible superhuman cause.
- c) When such performance is prevented by an act of the public enemies of the United States of America, or the State of California, or by strike, mob violence, fire, delay in transportation beyond the control of the vendor, or unavoidable casualty.
- d) When such performance is prevented by the inability of the vendor to secure necessary materials, supplies, or equipment by reason of:
 - 1) Appropriation of use thereof by the Federal Government or,
 - 2) Regulations imposed by the Federal Government.

No other Force Majeure clauses or conditions may be inserted in this bid and any changes in the conditions stated herein will cause the bid to be rejected.

Default

If the vendor fails in any manner to fully perform and carry out each and all of the terms, covenants, and conditions of the award, then the vendor is in default of the contract. The vendor shall be notified in writing of the default status, and will be given a time frame in which to comply. If the vendor fails to comply within the time frame given, the City, at its option, may terminate or cancel the contract, and at the expense of the Contractor, complete the contract with an alternate Contractor. Such termination shall not affect or terminate any of the rights of the City against the vendor, or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the City under law. The waiver of a breach of any term, covenant, or a condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

Business License

The successful Contractor () will (X) will not be required to procure a City of Manhattan Beach Business License prior to commencing work. Call Business Licensing at (310) 802-5558 for rate information or to apply for a license.

Department Policy for Grant Funded Purchases

Contractor guarantees that it, its employees, Contractors, subcontractors or agents (collectively “Contractor”) are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

- 1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its Principals [as defined at 49 C.F.R. section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

City of Manhattan Beach
Request for Proposal #1036-15
Auxiliary Generator Maintenance Services

Introduction

The City of Manhattan Beach (City) is now accepting proposals for maintenance and repair services for the City's auxiliary generators. The City currently has a number of generators as indicated on the Emergency Generator Information Sheet attached to this Request for Proposal (RFP). The selected contractor shall be able to provide maintenance and repair services consistent with the scope of the RFP. It is the intent of this specification to describe all the requirements for the service agreement. The service shall conform to, and the bidder's proposal shall include, all provisions of the following specification.

Scope of Work:

Contractor will provide complete service and maintenance of the equipment covered under these specifications. The City's goal is to maintain a 98 percent uptime on the auxiliary generators. In order to achieve this, Contractor shall provide complete service and maintenance of the generators (as recommended by the manufacturer), including monthly inspections, preventive maintenance, oil changes, coolants, annual safety inspections and emergency service, as covered under these specifications. The Contractor shall provide all labor, transportation, parts, supplies, oil, lubricants, coolant, and other material required to maintain the equipment in good and safe operating condition.

For bidding purposes, all service and maintenance shall be performed by trained, qualified and certified journeymen level technicians. The use of entry level or apprentice technicians shall not be allowed under this Agreement. Contractor must maintain an adequate inventory of replacement parts and materials.

Except for emergencies, Contractor shall provide the Equipment Maintenance Supervisor with at least one week's notice for any proposed work on the equipment. This is necessary in order to coordinate and notify end users of any potential emergency equipment outages.

Prevailing Wage

This contract is considered a Public Works contract based on Department of Industrial Relations guidelines as it includes repair work and maintenance. Therefore, all workers employed on public works projects must be paid the prevailing wages. A link is provided for your convenience <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. The successful vendor will be required to provide certified payroll for each invoice.

Vendor Requirements

1. Vendor must have presence within the greater Los Angeles metropolitan area, not to exceed 60 miles in radius from the limits of Manhattan Beach, and shall be staffed with administrative personnel, as well as technicians that can travel to all City facilities;
2. Vendor must have a minimum of five (5) consecutive years prior experience with the types of specific systems described, and of similar size and complexity to the requirements within this solicitation;
3. Vendor must provide validation of certificates of training for technicians, as well as validation of their journeyman experience; and

4. Vendor must obtain from the appropriate generator's manufacturer, their status as a supplier, reseller or direct support chain vendor for the materials and services required to support the City's systems.

Vendor Inquiries

To ensure timely response, questions or comments requiring a response must be submitted to the Purchasing Manager. Relevant responses will be posted on the City's website as addenda to the RFP. Telephone calls are permitted; however, verbal communications are not binding and should not be relied upon until confirmed in writing. Questions must be received by the Purchasing Manager by no later than 3:00 PM, March 26, 2015.

Gwen Eng, Purchasing Manager
(310) 802-5567
geng@citymb.info

Vendors must sign up for the City's [eNews](#) to receive notification of any Addenda issued by the City. When the link opens, fill out the contact information, scroll to the bottom of the page and check the General box under RFP posts.

Submission of Proposals

Completed proposals must be sealed and clearly marked "Proposal for Generator Maintenance" and be submitted no later than 3:00PM, April 13, 2015, to the following address:

Office of the City Clerk
1400 Highland Ave.
Manhattan Beach, CA 90266

Proposals received after the above date and time will be considered late and will not be accepted. Any late proposals will be returned unopened to the vendor. Responses will be evaluated objectively based on the vendor's responses to the RFP.

General Conditions

The City will not reimburse respondents to this RFP for any costs incurred in the preparation and submittal of the proposals. Further, the request does not obligate the City of Manhattan Beach to accept or contract for any expressed or implied services. The City reserves the right to:

- Request any firm/person submitting a proposal to clarify its proposals during the selection phase;
- Negotiate the project schedule and reasonable costs with the selected vendor;
- Modify or alter any requirements herein, and;
- Identify additional tasks to be accomplished prior to establishing a formal contractual agreement.
- Cancel this solicitation at any time or make no award.

Interview

The City, at its sole discretion, reserves the option to request, conduct on-site or telephone interviews of some or all respondents to clarify their response during the evaluation phase.

Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn by an authorized representative of the vendor or by formal written notice prior to the final due date and time specified for proposal submission. Submitted proposals will become the property of the City after the proposal submission deadline.

Proposal Evaluation Criteria

Proposals will be evaluated on the basis of their response to all provisions to this RFP. If an award is made, proposals will be evaluated by the City based on the below-indicated criteria (in no particular order). The criteria listed are not necessarily and all-inclusive list. The order in which they appear is not intended to indicate their relative importance.

1. Bidder's responsiveness to the specifications
2. Personnel assigned to the service, including work experience, for this account and their backup.
3. Previous Experience
4. Typical Response Time
5. Proposal Cost
6. References from Local Clients
7. Warranties offered
8. Ability to meet the City's insurance requirements
9. Financial solvency

Proposal Response

All proposals must include the following items in the same order. City-provided forms do not need to be utilized except for the generator cost sheet.

1. Company profile
2. Answers to questionnaire
3. References
4. Pricing sheet (hourly rates)
5. Generator cost sheet
6. Signature page

Bidder Must Make Thorough Investigation

It is the bidder's responsibility to examine the location of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and requirements of the project, misapprehension of the site conditions, or misunderstanding of the specifications or contract provisions.

Acceptance of Conditions

By submitting a bid proposal, each bidder expressly agrees to and accepts the following conditions:

- a. All parts of the Instructions to Bidders and Specifications will become part of the contract between the selected bidder and the City.
- b. The City may require whatever evidence is deemed necessary relative to the bidder's financial stability and ability to perform this project.
- c. The City reserves the right to request further information from the bidder, either in writing or orally, to establish any stated qualifications.

- d. The City reserves the right to solely judge the bidder's representations, and to solely determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. The bidder, by submitting a bid or proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project shall be final, binding, and conclusive.

Contract Term

Any resulting contract from this RFP shall be for a term of five (5) years from the contract's commencement date. The City reserves the right to cancel the contract without cause upon immediate notice by the City to the Contractor. Contractor may cancel the contract upon 90 days written notice to the City.

Contract Termination

The City of Manhattan Beach may terminate without cause at any time upon thirty (30) calendar days advance written notice, delivered as certified mail by the United States Postal Service. The Contractor may cancel the contract upon 120 days written notice.

Assignment

Any resulting award shall not be assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Manager.

Licenses

Contractor shall be responsible for all licenses and permits required to perform this work in accordance with Federal, State and local requirements and shall be responsible for all fees resulting there from.

Insurance Requirements

- A. Prior to commencement of work, and throughout the duration of the contract, the Contractor will be required to procure and maintain all or apportions of the following insurance:
 1. Commercial General Liability Insurance, or its equivalent, with limits of not less than \$2 million per occurrence. If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location or be twice the required occurrence limit. Such insurance shall be primary and not contribute with any insurance or self-insurance maintained by the City. Such insurance shall be endorsed to designate the City, its elected and appointed officials, employees and volunteers as additional insureds.
 2. Business Automobile Liability insurance with limits of not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned and hired automobiles.
- B. Special Provisions Applicable to All Coverages
 1. The policy must provide the City 30 days notice of cancellation.
 2. Self-insured retentions must be declared and approved by the City.
- C. Evidence of Insurance: Prior to commencement of work, the Contractor shall furnish the City with certificates and specified endorsements evidencing compliance with these insurance requirements. The Contractor agrees to provide complete, certified copies of all required insurance policies if requested by the City.
- D. Acceptability of Insurers: Insurance shall be placed with insurers that maintain an A.M. Best rating of A-VII or better; or otherwise meet the written approval of the City.

- E. The Contractor shall ensure that subcontractors maintain insurance that complies with the requirements stated herein.

Payment and Invoicing

Contractor shall submit an invoice in duplicate to Accounts Payable, City of Manhattan Beach, 1400 Highland Ave., Manhattan Beach, CA 90266. Invoice shall be submitted on standard company forms and shall state (1) invoice number, (2) invoice date, (3) invoice period, (4) a brief description of work including location, hourly labor rate, number of hours worked, and date & time worked, 5) the purchase order number, (6) total amount requested, (7) copy of material invoice that shows parts pricing and (8) certified payroll. Invoices lacking this information will be returned for correct preparation and payment may be delayed. Payment will be made after approval of the invoices by Contract Administrator, subject to the routine processing requirements of the City which is normally 30 days upon receipt of a properly prepared invoice unless offered a discount for early payment.

SPECIFICATIONS

Work Hours

Due to the City's current work schedule, regular repairs must be performed between 8:00 am and 4:30 pm, Tuesday through Thursday, except City recognized holidays. No overtime will be allowed without prior authorization. Work performed as regular repairs must be completed before 4:30 pm, unless authorized by the City's Fleet Supervisor or his designee.

Routine Maintenance Levels

Contractor shall provide routine maintenance and repair services as part of this contract based on the schedule listed in Attachment 1 to this RFP. The City reserves the right to change the maintenance intervals or service requirements at any time during the term of the contract.

Regular Repair Response

Contractor is responsible for fixing breakdowns for all causes, including equipment failure, vandalism, and misuse. A technician must be on-site within the same business day if notified by the City before noon that repair is required. All work performed will be a regular hourly billing rate unless prior approval is obtained for overtime. Contractor must acknowledge request within 30 minutes with an estimated time of arrival.

Emergency Response

Emergencies are defined as situations affecting the safe continuous operation of equipment covered under this agreement or affecting the safety of others. A technician must be at the site within two (2) hours of call from City staff that an emergency repair is needed. Contractor must respond within 30 minutes from City staff's call with an estimated time of arrival.

Rental of Generators

If, during the emergency repair of a generator, staff determines a rental generator is required, vendor will respond with immediate efforts to initiate the process required to obtain and deliver a rental unit and once put in place, Vendor will continue to provide and support same rental unit until such time as the City's generator is repaired and fully functional.

Training

Contractor shall be required to provide training to City staff as required on the operating procedures and upkeep between regular service calls, and also resetting and reading control boards.

Personnel

Service shall be done by fully qualified and trained State certified technicians in mechanical and electrical. In addition for several locations, technicians must be confined space certified and possess the proper tools to perform repairs in vaults.

Parts and Supplies

Contractor shall maintain a parts (OEM or equal) inventory, all lubricants, cleaning supplies, gas detection equipment, and tools necessary to perform the work described in these specifications. Contractor must use lubricants recommended by the equipment manufacturer.

The City may inspect the contractor's facilities to determine adequacy.

Records

All maintenance (work performed and routine inspections) records for each piece of City's equipment must be accessible online by any City staff that has a need to know. The log shall include reasons for service, date, length of time spent on repair, technician's name and resolution. Access shall be available either by a vendor-provided link to the City's account or by the assignment of passwords. The maintenance records shall be deemed property of the City, and the City shall reserve the right to download or request copies of such records at any time during the time the contract is in effect or at the conclusion of the contract. All maintenance/service records shall be retained by the Contractor and available online for a period of no less than one year after termination of the contract.

Payment may be withheld until these records are updated.

Modifications

Contractor shall make no modifications to any generator or switch, which alters the configuration or render any component unserviceable. In the event, modification is necessary for the safe and proper operation, prior approval must be obtained from the City's Fleet Supervisor or his designee.

Pricing

Proposer shall provide services at the rates set forth on the attached Price Sheets. Prices must be indicated on the sheet provided and returned with each Proposal. Prices shall remain firm the initial 36-month period of the contract. After that time the prices may be adjusted annually by an amount not-to-exceed the Consumer Price Index (CPI) for the prior 12-month period with a maximum allowance of 5% annually. Contractor must notify the City in writing at least thirty (30) days prior to any proposed price increase. All price increases must be justified with evidence of the increased costs borne by the Contractor. The percentage of any mark-up for parts may not be increased during the entire contract term. In addition, the parts markup (maximum of 15%) shall remain firm for the duration of the contract. All repairs caused by poor preventative maintenance will be the responsibility of the vendor at no additional cost to the City.

Any recommendations for repairs and maintenance services shall be presented to the City's Fleet Supervisor or his designee in the form of written estimates. Vendor shall inform City staff in advance of repairs not covered under the maintenance agreement and shall provide a written cost estimate. This requirement is waived for emergency repairs as defined below. No work may begin until the cost estimate has been received and the work approved by the City's Fleet Supervisor or his designee.

The City reserves the right to obtain competitive quotes for repairs not covered under the maintenance agreement.

Contractor's Responsibilities

1) Employees

a. Background and Security. All personnel engaged to work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security clearance to perform this work. Fingerprints shall be required and can be processed through any facility offering LiveScan services. Results need to be sent to mail code is 08602. There is a fee for this service.

b. Health. Contractor shall not allow any employee under the influence of alcohol or drugs on the premises or in the buildings. The contractor shall not allow the use or presence of alcohol or drugs on the premises or in any of the buildings.

c. Identification. All employees shall wear uniforms identifying the name of the company and the individual's name (furnished by the Contractor) at all times during the performance of this work.

d. Conduct. No person(s) shall be employed for this work that is found by the City to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable by the City shall not be permitted to work at any City facility by the Contractor.

e. Equipment

Contractor must provide personnel adequately equipped to perform service and/or repairs and Contractor's staff is required to show up at the designated time. If contractor fails to meet this requirement, the contractor will be charged for any City staff time expended.

f. Licenses

Contractor must hold all required local, State, and Federal licenses.

Warranty

The City requires a minimum of a one year warranty on all labor and workmanship for repairs, unless vendor offers better. In addition, parts shall be new and subject to the manufacturer's warranty period. All equipment and materials provided by the Contractor shall be merchantable and fit for the purpose intended.

Should any defects in workmanship, except normal wear and tear, appear during their respective warranty period; the Contractor shall repair or replace the same at no additional cost to the City. Contractor shall be liable for secondary, incidental, or consequential damages of any nature resulting from any work performed under this Agreement. For parts, only the labor for replacement of the failed part shall be subject to any charge if the one year labor warranty period has expired. Labor charges shall be made at the rates specified on the attached Proposed Price Sheet.

If Contractor fails to correct the problem under the warranty within a reasonable time, the City may elect to have the work performed by someone else. Contract shall refund to the City, the charge paid to another contractor, which is attributable to such portions of the faulty, defective or incorrect work.

Safety

Some emergency generators are located in areas designated "confined space." Contractor shall be responsible to ensure that any work performed by its employees in these areas comply with all applicable federal, state and local safety regulations that pertain to confined space.

Contractor shall also conform to the rules and regulations pertaining to safety as established by the State of California Department of Industrial Safety. All furnished equipment, materials and services must comply with OSHA (and CAL OSHA) standards and regulations, and all applicable laws and orders.

Company Profile

Describe your capabilities, as listed below and in sufficient detail and scope to provide a meaningful evaluation and comparison.

Name of Company: DUTHIE POWER SERVICES

Address: 2335 E. Cherry Industrial Circle

City/State/Zip Code: Long Beach, CA. 90805

City/State/Zip Code: _____

Telephone Number: 562-790-1772

E-mail: peter@duthiepower.com

Number of Years in Business: Fifty years

Number in Organization: 55

Number of fully trained and certified Commercial Service Technicians and Electricians in the City's service area: Eight

What are the service area boundaries?: All of California

Number of clients and equipment within this service area
5000

Does each technician have a service vehicle? Yes No

Normal Service Crew Size Consists of Two technicians
Number of Service Vehicles: 26

Do you provide emergency or after-hours response? Yes No

Emergency contact and phone: Dewey Brunson 562-519-8470

Customer Service phone 562-790-1772

Customer Service hours: 7AM to 4 PM with 24hr. emergency response

Billing contact and phone Karen Scheatzle 562-790-1772

REFERENCES

Proposer shall submit references where similar work of similar size and nature is currently in process or recently completed. Include name of firm, telephone, and name of contact person. These references will be checked and may affect the award of the contract. The City of Manhattan Beach reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.

1. Firm: EQUINIX
Address: 600 W. 7th Street, Los Angeles, CA. 90017
Contact Oscar Gonzalez Telephone: 213-270-7426
Email: ogonzalez@equinix.com
Contract start date 1/1/2015 Contract period 1 year
Approximate cost \$55,757.50

2. Firm: Johnson Controls/BNSF Railroad
Address: 740 E. Carnegie Dr. San Bernardino, CA. 92408
Contact Nick Conneally Telephone: 909-273-0947
Email: Nicholas.conneally@bnsf.com
Contract start date 1/1/2015 Contract period 1 year
Approximate cost \$53,423.38

3. Firm: Verizon Wireless
Address: 14712 Sinclair Circle, Suite A, Tustin, CA. 92780
Contact Jeff Hollenbeck Telephone: 714-349-5620
Email: Jeffrey.hollenbeck@verizonwireless.com
Contract start date 1/15/2014 Contract period 3 year
Approximate cost \$460,680.00 per year

Name of Your Company DUTHIE POWER SERVICES

Please include any additional data and material not specifically requested, but which you feel is essential. If there is not additional data you wish to present, this section should consist of the statement "There is no additional data we wish to present."

Vendor Questionnaire

Please provide answers in your proposal to the following questions. Failure to respond to any of these questions may be grounds for rejection of proposal. If necessary, attach additional sheets with responses:

1. Has your company ever filed for bankruptcy in the last 5 years?
2. What types of maintenance reports do you offer? Provide samples.
3. Is there online access to maintenance records?
4. Describe your after-hours response methodology.
5. Describe your quality control testing to ensure jobs are performed properly.
6. What measures do you take to enhance safety on the job?
7. Describe your safety program.
8. How many technicians in the City's service area are qualified to work in confined spaces?
9. How are your technicians scheduled? Geographic service area or via speciality?
10. What is your firms' warranty (guarantee) on work performed?
11. Do you have office staff available to respond to emailed work orders? What is the normal response time? Who will complete and close work orders?
12. How do your technicians communicate with the office?

VENDOR QUESTIONNAIRE

1. Duthie Power Services has not filed for Bankruptcy in the last 5 years.
2. Service reports include: Technicians service report, Load Bank Test recorded test results. Examples are attached. These reports are emailed to the customer by the technician from his Samsung Galaxy Tab 4 tablet.
3. Duthie Power Services strives to continually improve our performance and maintain the highest level of customer satisfaction, we constantly review our financial statements and customer feedback to be assured our business is running properly. Duthie Power has long standing relationships with large customer such as Verizon Wireless, CBRE, Boeing and many others. We are able to accommodate the many different types of billing processes these companies require through traditional invoicing as well as web portal billing. We can accommodate requests to have access to a web portal to review repair history and make online service requests.
4. Duthie Power Services ensures customer will always be able to get a quick response through use of an escalation list with key contact individuals available 24/7. We have a 24/7 answering service that will reach our on call

dispatcher which is either our Assistant Service Manager – Dewey Brunson or our Rental Department Manager-Sal Hernandez. The list also includes our Service Manager Randy Gross, Service Coordinator-Corinne Fones as well as Sales Engineer- Peter Thornton.

These contacts will dispatch one of our 20 Field Service Technicians located throughout the Los Angeles, Orange County and Inland Empire.

5. Duthie Field Service Technicians have an average of ten plus years' experience. The skills and abilities of our technicians are constantly evaluated through customer feedback, job site inspections by management and continued training to keep up with current equipment trends.

6. We have regular safety meetings to reinforce all safety procedures. All of our technicians have all the appropriate Safety equipment and clothing. We work for many refineries, the BNSF Railroad and Boeing to name a few that have strict safety rules and requirements for safety.

7. It is the Company's objective to provide a safe and healthful work environment through the prevention of

occupational injuries and illness. Our objective for the Safety Program will be to reduce injuries and illness to a minimum, ideally our goal is ZERO accidents and injuries. Our Safety Program will include:

- a. Establishment of a Safety Committee.
- b. Conduct a program of safety inspections to find and correct unsafe working conditions or practices, to control health hazards and to comply fully with the safety and health standards for every job.
- c. Train all employees in good safety and health practices.
- d. Provide, if necessary, personal protective equipment and instructions for its use and care.
- e. Provide mechanical and physical safeguards to the maximum extent possible.
- f. Develop and enforce safety rules, requiring that our employees cooperate with these rules as a condition of employment.
- g. Investigate promptly and thoroughly every accident to find out what caused it and to correct the problem so it won't happen again.
- h. Establishment of emergency procedures for evacuation.
- i. Establishment of safety practice codes for all jobs.

8. We have eight technicians in the city's service area that are qualified to work in confined spaces.
9. Technicians are scheduled for jobs first by their specialty in working on the equipment that is in need of repair. Then they are chosen by location and availability.
10. Duthie Power Services covers parts and labor on all service and repairs for one year.
11. Yes we have a service office staff of 5 persons to collect and respond to emailed work orders.
12. Technicians communicate with the service office and sales staff through: I Phones (phone call, text message, face time) and Samsung Galaxy 4 tablets.



24 Hour Service
 Generators • Fire Pumps
 Transfer Switches
 Phone (562) 790-1772 (800) 394-7697
 Fax (562) 790-8230 Lic # 708125

| Work Order # 107312 Details | |
|-----------------------------|-----------------------------|
| Call Type | PreventiveMaint |
| Caller | JOLIVETTE POWERS |
| Date Created | 2015-03-12 |
| Purchase Order | US129328 |
| Job # | A-JOH220-001 |
| Date Completed | March 27, 2015 - 1:43:15 PM |

| Site Information | Billing Information |
|--|--|
| BNSF RAILROAD-IBU & CHECK POINT 1535 W. 4TH STREET SAN BERNARDINO, CA 92411 Phone: (909)709-6905 | JOHNSON CONTR.,INC-BNSF BE-BNSF-INVOICES@JCI.COM FT WORTH, TX 76131 |

| Work Requested |
|------------------------|
| PERFORM ANNUAL SERVICE |

| Equipment Name: 200 KW KOHLER CHECK POINT GENERATOR | Model: |
|---|----------------|
| Manufacturer: KOHLER | Serial Number: |
| Work Performed Start Hours: 131.4 End Hours: 131.6 Company Sticker is on Equipment Request permission from authorized personnel to service unit Change oil and oil filters. Change fuel filters-inspect day tank-piping-motors&levels Inspect air cleaner elements. Clean as required. Inspect hoses for brittleness, cracking and weakness. Inspect all hose clamps and tighten as required. Inspect fan & alternator belts. Inspect batteries, cables and lugs for tightness. Clean batteries, record spec.gravities & fill cells as req. Inspect engine control panel for loose connections. Inspect functionality of jacket water heater. Inspect radiator for leaks or clogged fins. Check cooling system and add water as required. Start engine and warm up. Record operation. Adjust RPM as required and inspect for fluid leaks. Request auth. personnel to put controls in desired position. High Idle 1800 RPM Oil Pressure 55 PSI Water Temperature 185 F Battery Size 27X2 M/F Generator Voltage 480 Volts Generator Frequency 60 Hz Battery Charger 25.39Volts Unit in Auto AND BREAKER CLOSED Visually inspect outside of tank; including valves, pipes Visually inspect supports, foundation and surroundings Inspect for signs of leaks, damage or corrosion Inspect level indicators, alarms for proper operation | |

| Summary | | | |
|--------------|-----------|---------------|------------|
| Labor Detail | | | |
| Technician | Equipment | Labor Type Id | Date |
| DERRICK | 001 | Regular | 2015-03-27 |



24 Hour Service
 Generators • Fire Pumps
 Transfer Switches
 Phone (562) 790-1772 (800) 394-7697
 Fax (562) 790-8230 Lic # 708125

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| BNSF RAILROAD-IBU & CHECK POINT 1535 W. 4TH STREET SAN BERNARDINO, CA 92411 Phone: (909)709-6905 | JOHNSON CONTR.,INC-BNSF BE-BNSF-INVOICES@JCI.COM FT WORTH, TX 76131 |

| Material/Miscellaneous | | | |
|------------------------|------|-------------|----------|
| Equipment | Item | Description | Quantity |
| | | | |

| Customer Signature |
|---|
| |
| <p>Customer Name: none Customer signature indicates acceptance of charges</p> |

PRICING SHEET

Please note that this is fixed price, and the City will not pay for travel time, fuel surcharge, environmental fees or incidentals.

Hourly rates for repairs:

| Regular: | 1-man rate/2-man rate | Minimum |
|--------------------|-----------------------|---------|
| Generator | \$ \$120.00/\$240.00 | 4 Hours |
| Transfer switch | \$ \$120.00/\$240.00 | 4 Hours |
| Billing increments | | |

| Emergency after hours (weekdays after 4: 30 pm and Saturdays) | | Minimum |
|---|----------------------|---------|
| Auxiliary generator | \$ \$185.00/\$370.00 | 4 Hours |
| Transfer switch | \$ \$185.00/\$370.00 | 4 Hours |

| Emergency after hours (Sundays and holidays) | | Minimum |
|---|----------------------|---------|
| Auxiliary generator | \$ \$260.00/\$520.00 | 4 hours |
| Transfer switch | \$ \$260.00/\$520.00 | 4 Hours |

| | | |
|-------------------------------|-----|---|
| Parts Markup (maximum of 15%) | 15% | % |
|-------------------------------|-----|---|

Provide prevailing wage craft classification(s) for staff that will be used on this contract:

Comm. & System Installer

Name of Your Company DUTHIE POWER SERVICES

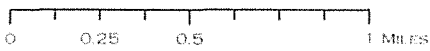
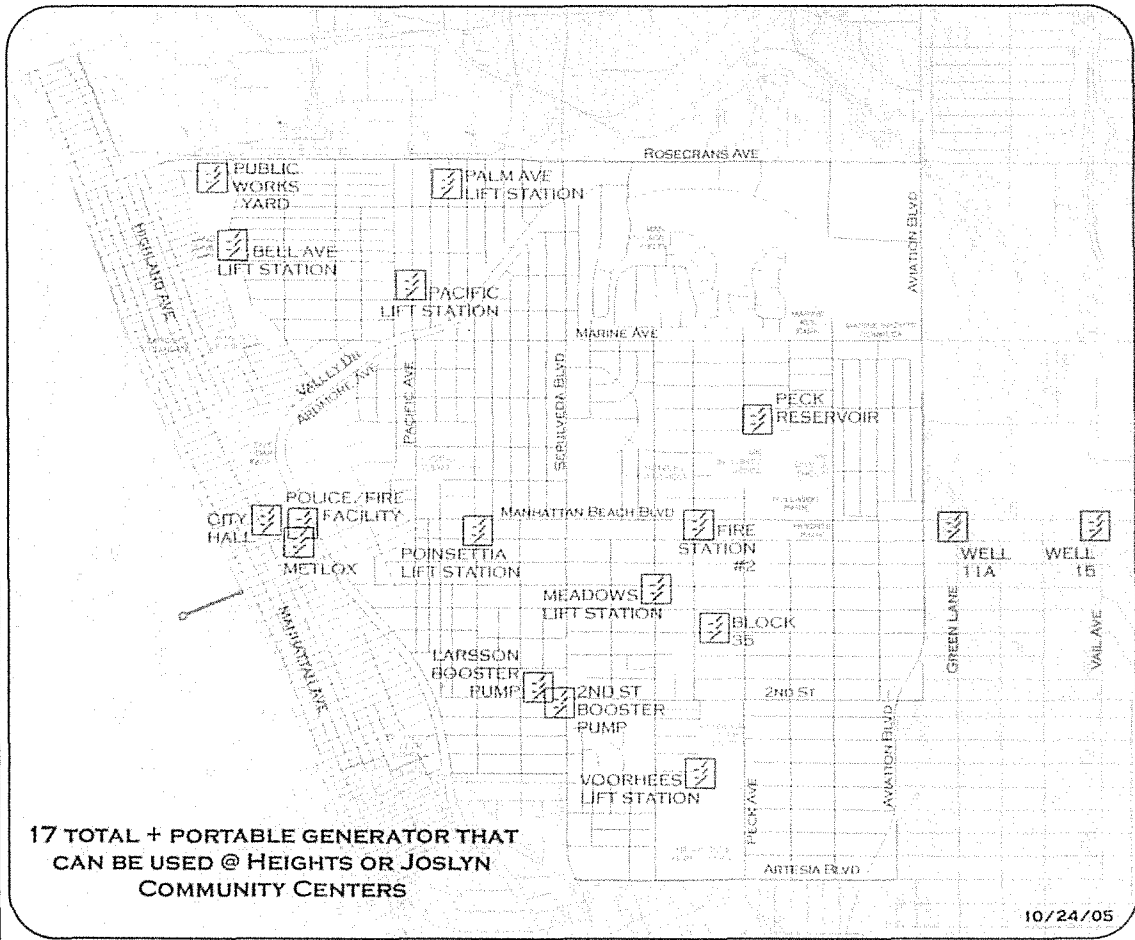
PRICE SHEET

CITY OF MANHATTAN BEACH 2015

| Tag # | Location | Level 1 | Level 2 | Level 3 | Level 4 |
|-------|-------------------|----------|------------|----------|-----------|
| 110 | Block 35 W P | \$290.00 | \$861.56 | \$600.00 | \$1200.00 |
| 111 | Peck Reservoir | \$425.00 | \$1,468.60 | \$600.00 | \$1800.00 |
| 114 | Well 15 | \$290.00 | \$686.56 | \$600.00 | \$1200.00 |
| 112 | Well 11A | \$290.00 | \$686.56 | \$600.00 | \$1200.00 |
| 115 | Larson St. Boost | \$265.00 | \$513.88 | \$600.00 | \$800.00 |
| 106 | Bell Ave. Station | \$265.00 | \$498.59 | \$600.00 | \$750.00 |
| 109 | Poinsettia Lift | \$265.00 | \$485.33 | \$600.00 | \$750.00 |
| 116 | Palm Ave. Lift | \$265.00 | \$485.33 | \$600.00 | \$750.00 |
| 108 | Pacific Ave. Lift | \$265.00 | \$485.33 | \$600.00 | \$750.00 |
| 105 | Vorhees Ave. Lift | \$265.00 | \$485.33 | \$600.00 | \$750.00 |
| 107 | Meadows Ave. Lift | \$265.00 | \$498.59 | \$600.00 | \$750.00 |
| 302 | Public Works Yard | \$265.00 | \$515.19 | \$800.00 | \$1100.00 |
| 300 | City Hall | \$290.00 | \$660.02 | \$800.00 | \$1300.00 |
| 304 | Fire Station #2 | \$265.00 | \$498.59 | \$600.00 | \$750.00 |
| 306 | Public Safety | \$500.00 | \$1,458.18 | \$800.00 | \$2200.00 |
| 408 | Metlox Plaza | \$265.00 | \$521.26 | \$600.00 | \$800.00 |

CITY OF MANHATTAN BEACH

BACKUP POWER LOCATIONS



GENERATOR FUEL USE AND CAPACITIES

PUBLIC WORKS

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|---------|---------|--------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 132.9777778 | 28 |
| 1.7 GPH | 2.6 GPH | 3.6 GPH | 4.7GPH | | |

8'X40"X8" TANK

LARSSON STREET

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|---------|---------|--------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 60 | 12.77 |
| 1.7 GPH | 2.6 GPH | 3.6 GPH | 4.7GPH | | |

ATLAS COPCO/PORTABLE GENERATOR

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|---------|---------|---------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 50 | 10.42 |
| 1.4 GPH | 2.3 GPH | 3.2 GPH | 4.8 GPH | | |

BLOCK 35

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|----------|--------|----------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 300 | 12.30 |
| 8 GPH | 13.4 GPH | 19 GPH | 24.4 GPH | | |

WELL 11A

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|----------|--------|----------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 300 | 12.30 |
| 8 GPH | 13.4 GPH | 19 GPH | 24.4 GPH | | |

WELL 15

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|----------|--------|----------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 300 | 12.30 |
| 8 GPH | 13.4 GPH | 19 GPH | 24.4 GPH | | |

PECK RESERVOIR

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|----------|----------|----------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 500 | 9.14 |
| 16 GPH | 26.2 GPH | 40.5 GPH | 54.7 GPH | | |

CITY HALL

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|---------|----------|----------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 4000 | 238.10 |
| 5.5 GPH | 9.3 GPH | 13.1 GPH | 16.8 GPH | | |

FIRE STATION 2

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|---------|----------|----------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 74.80 | 38.36 |
| .8 GPH | 1.1 GPH | 1.45 GPH | 1.95 GPH | | |

GENERATOR FUEL USE AND CAPACITIES

POINSETTIA

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|---------|----------|----------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 25 | 12.82 |
| .8 GPH | 1.1 GPH | 1.45 GPH | 1.95 GPH | | |

PACIFIC

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|---------|----------|----------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 94.81 | 48.62 |
| .8 GPH | 1.1 GPH | 1.45 GPH | 1.95 GPH | | |

57"X26.5"X14.5" TANK

BELL

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|---------|----------|----------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 94.81 | 48.62 |
| .8 GPH | 1.1 GPH | 1.45 GPH | 1.95 GPH | | |

57"X26.5"X14.5" TANK

VOORHEES

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|---------|----------|----------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 94.81 | 48.62 |
| .8 GPH | 1.1 GPH | 1.45 GPH | 1.95 GPH | | |

57"X26.5"X14.5" TANK

MEADOWS

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|---------|----------|----------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 94.81 | 48.62 |
| .8 GPH | 1.1 GPH | 1.45 GPH | 1.95 GPH | | |

57"X26.5"X14.5" TANK

PALM

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|---------|----------|----------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 94.81 | 48.62 |
| .8 GPH | 1.1 GPH | 1.45 GPH | 1.95 GPH | | |

57"X26.5"X14.5" TANK

FIRE STATION 1/PRESENT GENERATOR

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|---------|---------|----------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | 250 GALLONS | 24.5 HOURS |
| 2.7 GPH | 5.2 GPH | 7.7 GPH | 10.2 GPH | | |

GENERATOR FUEL USE AND CAPACITIES

FIRE STATION 1/POLICE DEPT NEW GENERATOR

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|------------|-----------|----------|-------------------------|---------------------------|
| 75% | 80% | 90% | 100% | 5200 | 88.75 |
| 600 EKW | 640 EKW | 720 EKW | 800 EKW | | |
| 118.72 Hrs | 111.83 Hrs | 99.62 Hrs | 88.75 | | |
| 43.8 GPH | 46.5 GPH | 52.2 GPH | 58.6 GPH | | |

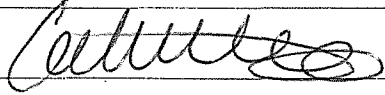
LOT M (METLOX PLAZA)

| USEAGE AT LOAD | | | | TANK CAPACITY (Gallons) | FULL LOAD RUN TIME (Hrs.) |
|----------------|-----|-----|------|-------------------------|---------------------------|
| 1/4 | 1/2 | 3/4 | FULL | | |
| | | | | | |

The undersigned has read, understands, and has carefully checked all specifications for Request for Proposal Bid #1036-15 – Auxiliary Generator Maintenance. By signing this document, I attest that I am authorized to contractually bind the company listed, and will meet the bid requirements if awarded a contract.

Dated this 2nd day of April 2, 2015

Name Printed Mr. Carlos Cestero

Signature 

Title Company Controller

Name of Company Duthie Power Services

Business Address 2335 E. Cherry Industrial Circle

City, State, Zip # Long Beach, CA. 90805

Telephone Number 562-790-1772 Fax 562-790-8230

E-mail carlos@duthiepower.com

DUTHIE POWER SERVICES
WARRANTY STATEMENT

For all services and repairs our warranty is one year on labor and we will extend to you the manufacturer's warranty on materials used.

End
Exhibit A

EXHIBIT B

TERMS OF COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
5. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its

subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

8. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

9. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages.

Contractor shall diligently take corrective action to halt or rectify any failure.

10. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages,

attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

Agenda Date: 8/18/2015

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:

Approve Three-Year Lease Agreement of Groundwater Rights from Chevron U.S.A., Inc. (Public Works Director Olmos).

APPROVE

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve a three-year agreement with Chevron U.S.A., Inc. (Chevron) to lease 950 acre feet of water for each of the FY's 2016, 2017 and 2018; and
2. Authorize City Manager to execute agreement.

FISCAL IMPLICATIONS:

The first year's cost to the City will be \$112 per acre foot, plus a proportional share of Chevron's annual Water Master Service fee budget, amounting to approximately \$4 per acre foot of leased water (administrative fee). The total combined cost of the first year's lease agreement for 950 acre feet of groundwater rights is \$110,200. The subsequent two year's increase will be adjusted according to the United States Department of Labor Bureau of Economic Statistics Consumer Price Index (CPI).

BACKGROUND:

In FY 2013, the City negotiated a three-year lease agreement with Chevron for 950 acre feet of groundwater rights at \$107 per acre foot for the first year. The subsequent two years of increases were adjusted according to the CPI at \$108.78 per acre foot for FY 2014 and \$110.70 per acre foot for FY 2015. Under the CPI formula, the average annual increase in the cost of leased groundwater has amounted to 1.6%.

Chevron has agreed to another three-year lease agreement that would keep the price of the leased ground water fixed to the CPI. Thus, the cost of FY 2016 leased groundwater would

be set at \$112 per acre foot, with the subsequent two year increases set to the CPI for those years.

DISCUSSION:

In the most recent five-year average, the City produced a combined 5,450 acre feet of potable groundwater and imported Metropolitan Water District (MWD) water. Assuming that the City did not lease local groundwater rights, this would represent relative proportions of 21% for groundwater and 79% MWD water. A three-year lease agreement of 950 acre feet of groundwater per year from Chevron would decrease the City's reliance on more expensive MWD water. The overall potable water production would be increased to 38% groundwater and MWD water would be decreased to 62%.

The current cost of MWD water is \$1,240 per acre foot. By leasing groundwater rights from Chevron, the estimated cost to the City of groundwater production and conveyance is \$579 per acre foot. The estimated savings per acre foot of groundwater versus purchasing MWD water is \$661 per acre foot. Entering into a three-year lease agreement with Chevron U.S.A., Inc. will result in an estimated first year savings of \$627,950. The following two years will result in similar savings based upon the City's groundwater and MWD water cost increases; and the CPI being factored into the leased groundwater from Chevron U.S.A, Inc.

CONCLUSION:

Staff recommends that the City Council authorize the City Manager to execute a three-year agreement with Chevron U.S.A, Inc. (Chevron) to lease 950 acre feet of water for each of the FY's 2016, 2017 and 2018.

Attachment:

1. Water Lease Agreement

WATER RIGHT LICENSE AND AGREEMENT

For valuable consideration, **Chevron Products Company, a division of Chevron U.S.A. Inc., a Pennsylvania corporation** ("Licensor"), hereby grants to the **City of Manhattan Beach** ("Licensee") during the period commencing on July 1, 2015 and continuing to and including June 30, 2018, a license ("License") to extract nine hundred fifty (950) acre feet per year of Licensor's adjudicated groundwater rights ("Adjudicated Rights") allocated to Licensor (or predecessors in interest) under and pursuant to the judgment, dated August 18, 1961, and entered in Los Angeles Superior Court Case No. 506806 entitled "*California Water Service Company, et al. vs. City of Compton, et al.*", which is administered for the court by a watermaster ("Watermaster").

Said License is granted subject to the following conditions:

- (1) Licensee shall exercise said nine hundred fifty (950) acre feet per year of Adjudicated Rights on behalf of Licensor during the period specified above and put the groundwater to beneficial use. Licensee shall not, by the exercise hereunder of said right, acquire any right to extract water independent of the rights of Licensor.
- (2) Licensee shall pay assessments levied on the pumping of groundwater by the Water Replenishment District of Southern California ("Replenishment District"), and a portion of Licensor's share of the annual Watermaster Service Budget in the ratio of the quantity specified above divided by Licensor's total Adjudicated Rights of 4,601.3 acre feet per year.
- (3) Licensee shall notify the Replenishment District and the Watermaster that said pumping was done pursuant to this License and provide the Watermaster with a copy of this Water Right License and Agreement. Within 10 days of the signing of this License, Licensor and Licensee shall co-sign and provide written notice to Replenishment District and Watermaster of this License and Licensee's rights and obligations hereunder.
- (4) Licensee shall note in any recording of water production for the period of this License that said pumping was done pursuant to this Water Right License and Agreement.
- (5) Payment for the License of nine hundred fifty (950) acre feet per year of Adjudicated Rights will be made by Licensee to Licensor pursuant to that certain Cost Agreement entered into between Licensor and Licensee following execution of this License.
- (6) Licensee's Adjudicated Rights shall be increased by the amount hereby licensed when computing carryover or allowable over-extraction as provided by Paragraph V(1) in said Judgment.
- (7) Licensee acquires hereunder pumping rights only and should be responsible to provide the means and location to effect said pumping itself and shall bear the cost of said pumping.
- (8) Licensor warrants that it has Adjudicated Rights in the quantity licensed above, that it has not pumped and will not pump or permit or license any other person to pump any part of said quantity during the License period of July 1, 2015 through June 30, 2018.

**Licensor: Chevron Products Company,
a division of Chevron U.S.A. Inc.**

Licensee: City of Manhattan Beach

By: _____
Louis Espinoza
El Segundo Procurement Manager

By: _____

Name: _____

Date: _____

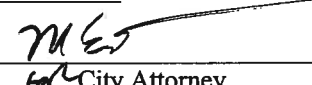
Title: _____

Date: _____

Attested: _____

City Clerk

Date: _____

Approved as to Form:  _____
City Attorney

Date: _____

COST AGREEMENT

In consideration for the license to use groundwater rights pursuant to Paragraph 5 of the Water Right License and Agreement dated and executed concurrently herewith (the "License"), the City of Manhattan Beach ("Licensee") agrees to pay to Chevron Products Company, a division of Chevron U.S.A. Inc., a Pennsylvania corporation ("Licensor") in addition to the payment required in Paragraph 2 of the License, a fee for each acre foot of groundwater that Licensee is allowed to extract under the License (whether or not Licensee actually extracts the full amount allowed). This fee shall be One Hundred Twelve Dollars and No Cents (\$112.00) per acre foot ("Usage Fee") from July 1, 2015 through June 30, 2016. The Usage Fee for the two subsequent years shall be adjusted on the first day of each subsequent year according to the following formula:

$$R_{\text{year } n} = R_{\text{year } n-1} \times \frac{CPI_{\text{June, } n-1}}{CPI_{\text{June, } n-2}}$$

Wherein: $R_{\text{year } n}$ = the Usage Fee charged during the year n.
 $R_{\text{year } n-1}$ = the Usage Fee charged during the year n-1.
 $CPI_{\text{June, } n-1}$ = the CPI Index for June for the year n-1.
 $CPI_{\text{June, } n-2}$ = the CPI Index for June for the year n-2.

As used above, "CPI Index" means the "unadjusted" official United States Department of Labor Bureau of Economic Statistics Consumer Price Index for All Items, All Urban Consumers appearing monthly in the publication of the United States Department of Labor, Bureau of Labor Statistics. The present basis for such index is the index of 1982=100. If the basis for calculating the foregoing index is changed at any time during the life of this Cost Agreement, appropriate adjustments shall be made in the above formula. If the U.S. Department of Consumer Price Index for All Items, All Urban Consumers ceases to be published, another suitable index published by the United States government, or other organization generally recognized by the trade as authoritative regarding changes in the United States of equivalent commodity costs, shall be used.

The Usage Fees shall be payable annually and shall be due on July 1, 2015 and every July 1 thereafter for the term of the License.

**Licensor: Chevron Products Company,
a division of Chevron U.S.A. Inc.**

Licensee: City of Manhattan Beach

By: _____
Louis Espinoza
El Segundo Procurement Manager

By: _____
Name: _____


Date: _____

Title: _____

Date: _____

Attested: _____
City Clerk

Date: _____

Approved as to Form: 
City Attorney

Date: _____

Agenda Date: 8/18/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Tony Olmos, Public Works Director

Joe Parco, City Engineer

Michael A. Guerrero, Principal Civil Engineer

SUBJECT:

Change Order No. 1 in the Amount of \$12,680.26 and Final Payment in the Amount of \$62,315.14 to Griffith Company; Formally Accept the Sepulveda Boulevard at Marine Avenue Intersection Improvements Project as Complete; and Authorize the Filing of the Appropriate Notice of Completion and Release of Retention in the Amount of \$22,273.96 (Public Works Director Olmos).

APPROVE

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve Change Order No. 1 in the amount of \$12,680.26;
2. Approve a final payment in the amount of \$62,315.14 to Griffith Company for the Sepulveda Boulevard at Marine Avenue Intersection Improvements Project;
3. Formally accept the Sepulveda Boulevard at Marine Avenue Intersection Improvements Project as complete; and
4. Authorize filing of the appropriate Notice of Completion and the release of retention in the amount of \$22,273.96.

FISCAL IMPLICATIONS:

Funding for this project has been appropriated by the City Council in the amounts indicated in Attachment 1.

BACKGROUND:

This project improves the Level of Service (LOS) of the existing traffic signal and intersection at Sepulveda Boulevard and Marine Avenue by constructing dual left turn lanes on westbound Marine Avenue to southbound Sepulveda Boulevard. Westbound Marine Avenue was widened by constructing a retaining wall and reconstructing the curb, gutter and

sidewalk along the north side of Marine Avenue. The street widening also required the installation of new traffic signal poles and the relocation of the traffic signal controller at the northeast corner of the intersection. Sepulveda Boulevard is owned, operated and maintained by Caltrans and required a Caltrans Encroachment Permit for the proposed improvements along Sepulveda Boulevard.

On October 21, 2014, the City Council awarded the construction contract for the project. Due to manufacture and delivery of long-lead material items (traffic signal poles, mast arms, concrete pile reinforcing steel), project construction started on March 16, 2015.

DISCUSSION:

Change Order No. 1

During the course of construction additional work items were required in order to complete the project. The additional work items included:

- Furnish and install pedestrian push button and post;
- Replace additional traffic signal cable conductor;
- Modify fence rail; and
- Relocate existing reclaimed water service.

The Contractor performed this additional work in the net amount of \$12,680.26. Payment for this additional work is included in the recommended final payment and is within the construction contingency amount (\$37,300) previously approved by the City Council.

The Contractor has completed the work and is requesting formal acceptance of the work and final payment in the amount of \$62,315.14. A five percent (5%) retention in the amount of \$22,273.96 would be released upon the expiration of 35 days after recordation of the Notice of Completion with the County Recorder. All work inspected by the Public Works Department has been found to be in conformance with the plans and specifications.

Attachments:

1. Budget and Expenditures

ATTACHMENT 1

**Sepulveda Boulevard at Marine Avenue Intersection Improvements Project
(WB Marine Dual Left Turns to SB Sepulveda)**

Budget and Expenditures

| BUDGET | |
|---|-----------|
| City Gas Tax Fund | \$155,500 |
| South Bay Measure R Highway Program (Metro Grant) | \$364,500 |
| | |
| TOTAL BUDGET | \$520,000 |
| EXPENDITURES | |
| | |
| Construction Payments to Date (Griffith Company) | \$360,890 |
| Construction Final Payment | \$ 62,315 |
| Construction 5% Retention Payment | \$ 22,274 |
| Construction Total | \$445,479 |
| | |
| | |
| Construction Inspection Contract (Wallace & Associates) | \$ 49,892 |
| | |
| TOTAL EXPENDITURES | \$495,371 |
| | |

Agenda Date: 8/18/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Tony Olmos, Public Works
Joe Parco, City Engineer

SUBJECT:

Summary Vacation of a Street Easement on the East Side of Ardmore Avenue, at 1800 North Ardmore Avenue (Public Works Director Olmos).

APPROVE

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 15-0050 ordering the Summary Vacation of a street easement on the east side of Ardmore Avenue, north of Eighteenth Street at 1800 North Ardmore Avenue.

FISCAL IMPLICATIONS:

There are no costs associated with the vacation of the street easement.

BACKGROUND:

On September 20, 1945 the City of Manhattan Beach conveyed, via a quitclaim deed, a parcel of land (easterly side of Ardmore Avenue, north of Eighteenth Street) to Eltinge Brown. As part of this quitclaim deed, the City reserved a 5-foot easement over the westerly portion of the parcel for public street purposes. The intent of the street easement was to provide right-of-way to accommodate the future widening of Ardmore Avenue.

On February 17, 1971 a public street easement was conveyed to the City of Manhattan Beach via a Grant Deed for public street purposes, encompassing approximately 27.1 square feet at the southwest corner of the property. The intent of this street easement was to allow for construction of an ADA compliant access ramp at the southwest corner of the property. Since that time, an ADA compliant access ramp has been constructed and currently occupies this part of the easement.

Since the aforementioned property conveyance, the ownership has changed to Sophie

McCaughey. The subject parcel is currently being redeveloped with a new single family home and the owner of the property has requested that the 5-foot street easement be vacated.

DISCUSSION:

The City's General Plan does not have any planned widening projects for Ardmore Avenue north of Eighteenth Street; therefore, the 5-foot street easement previously obtained for this property is no longer necessary. The street easement at the southwest corner of the property will be retained and will not be part of the summary vacation.

In accordance with the California Environmental Quality Act, Section 15061 (b) (3), the proposed project is exempt from further review, based on the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment.

CONCLUSION:

Staff is recommending that the City Council adopt Resolution No. 15-0050 ordering the Summary Vacation of the Street Easement at the east side of Ardmore Avenue, north of Eighteenth Street.

Attachments:

1. Resolution No. 15-0050
2. Exhibit A

RESOLUTION NO. 15-0055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MANHATTAN BEACH, CALIFORNIA, APPROVING THE
SUMMARY VACATION OF A 5 FOOT WIDE LONG STRIP OF
ARDMORE AVENUE NORTH OF EIGHTEENTH STREET

THE MANHATTAN BEACH CITY COUNCIL DOES HEREBY FIND, RESOLVE
AND DETERMINE AS FOLLOWS:

SECTION 1. The owner of the property located at 1800 N. Ardmore Avenue has requested that the City of Manhattan Beach vacate the street easement consisting of the westerly 5 feet of the parcel, pursuant to and in accordance with the provisions of Chapter 4 of Part 3 of Division 9 of the Streets and Highways Code of the State of California.

SECTION 2. The street easement to be vacated is described and depicted on Exhibit A to this resolution as Easement A, and excludes Easement B as described and depicted on Exhibit A. The vacation of Easement A can be made as a summary vacation because the strip lies within property under one ownership and is not required for street or highway purposes, pursuant to the provisions of section 8334 of the Streets and Highway Code of the State of California.

SECTION 3. The strip of Ardmore Avenue to be vacated is not necessary for street or highway purposes.

SECTION 4. It is unnecessary to reserve an easement for public service purposes or for future street or alley purposes. The vacation will terminate a public service easement and all vehicular rights to the specified portion of Ardmore Avenue.

SECTION 5. In accordance with the California Environmental Quality Act, the proposed project is exempt from further review, based on the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and thenceforth and thereafter the same shall be in full force and effect.

SECTION 7. The City Clerk shall cause a copy of this resolution to be recorded. From and after the date the resolution is recorded, the Excess Right-of-Way no longer constitutes a street, highway, or public service easement.

PASSED, APPROVED, and ADOPTED this 18th day of August, 2015.

Ayes:
Noes:
Absent:
Abstain:

MARK BURTON
Mayor, City of Manhattan Beach, California

ATTEST:

LIZA TAMURA
City Clerk

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Summary Vacation dated August 18th, 2015 from the City of Manhattan Beach to Sophie McCaughey, is hereby accepted by the undersigned agent on behalf of the City of Manhattan Beach pursuant to authority conferred by Resolution No. 15-0055 of the City Council of the City of Manhattan Beach, adopted on August 18th, 2015, and the grantee consents to the recordation thereof by its duly authorized agent.

Dated: _____

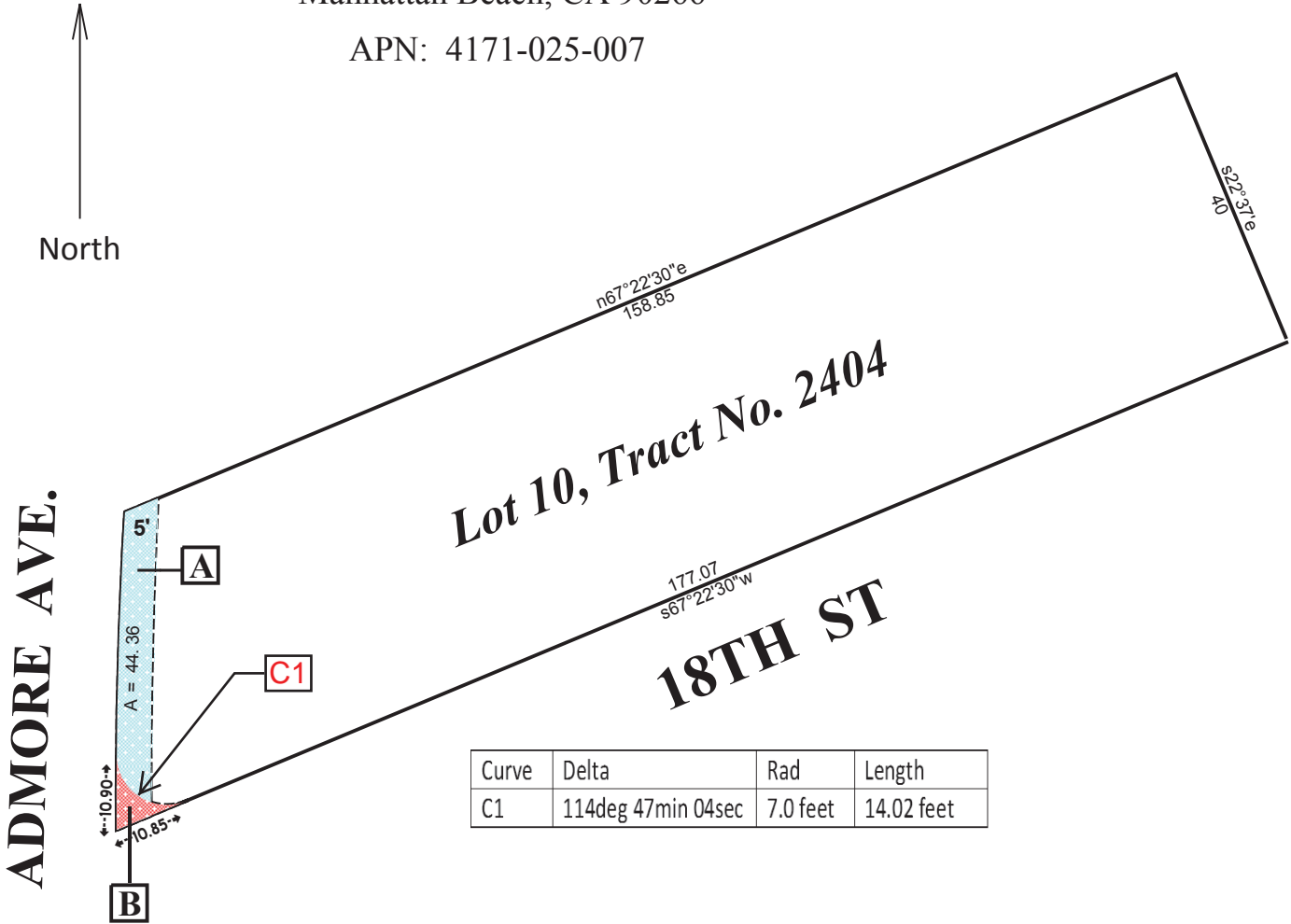
By: _____

Title

Exhibit A

Summary Vacation of 5' Street Easement at:
 1800 North Admore Avenue
 Manhattan Beach, CA 90266

APN: 4171-025-007



| Curve | Delta | Rad | Length |
|-------|--------------------|----------|------------|
| C1 | 114deg 47min 04sec | 7.0 feet | 14.02 feet |

Easement Notes:

A Vacated easement consists of the westerly 5-feet of Lot 10 in Tract No. 2404, in the City of Manhattan Beach, in the County of Los Angeles, State of California, as per map recorded in Book 26, Page 87 of Maps in the office of the Los Angeles County Recorder, exclusive of the street easement (B) provided for by Grant Deed dated 1/27/1971 and recorded on 2/17/1971 as Instrument No. 2771

B Easement B:
 That portion of Lot 10 in Tract No. 2404, in the City of Manhattan Beach, in the County of Los Angeles, State of California, as per map recorded in Book 26, Page 87 of Maps, in the office of the County Recorder of said County described as follows:

Beginning at the southwesterly corner of said Lot 10, said corner being the intersection of the northwesterly line of 18th Street (40 feet wide) and the easterly line of Ardmore Avenue, formerly East Railroad Drive (40 feet wide), as said street and avenue are shown on the map of said Tract 2404; thence North 67° 22' 30" East 10.85 feet along said northwesterly line of 18th Street; thence southwesterly, westerly and northerly on a tangent curve concave to the northeast having a radius of 7.00 feet through a central angle of 114° 47' 04" an arc distance of 14.02 feet to a point of tangency with said easterly line of Ardmore Avenue; thence southerly along said easterly line on a curve concave to the east having a radius of 725.90 feet through a central angle of 0° 51' 38" an arc distance of 10.90 feet to the point of beginning.

Agenda Date: 8/18/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Bruce Moe, Finance Director
Henry Mitzner, Controller
Libby Bretthauer, Financial Analyst

SUBJECT:

Fiscal Year 2014-2015 Budget Report for Fourth Quarter (Pre-Audit) (Finance Director Moe).
RECEIVE REPORT

RECOMMENDATION:

City staff recommends that the City Council receive the 4th quarter status report on the FY 2014-2015 Budget (pre-audit).

FISCAL IMPLICATIONS:

While the full accounting work for the close of Fiscal Year 2014-2015 is still in progress, the General Fund is estimated to have a year-end surplus of \$1,459,927. This is based on revenues of \$62,462,356 and expenditures of \$61,002,429. The final report, pending completion of the annual audit, will be presented to the City Council in January 2016 in the form of the Comprehensive Annual Financial Report (CAFR).

As discussed in both the mid year (February 17, 2015) and Q3 (June 16, 2015) budget reports, the Insurance Fund has not performed well in FY 2014-2015. At mid year, the City Council appropriated \$1,050,000 to cover the projected expenses through year-end. However, as of June 2015, the fund was over the adjusted budget by \$2,041,847 and did not have sufficient funding to meet long term liabilities.

Staff previously advised the Council that a report on the fund will be forthcoming after the close of the year when all expenditures and updated and case reserves are known, at which time an equity transfer from the General Fund will be needed. That report will be provided in September.

All other funds have performed within budgetary expectations.

BACKGROUND:

In an effort to keep the City Council and community fully informed of the City's fiscal performance, the City Manager instituted quarterly presentations of financial information to the City Council. While this information was, and will continue to be provided to the Council in the form of "Receive and File" written reports on the agenda, this new format will provide for more narrative detail. Such reports were presented for the first, second and third quarters of FY 2014-2015. This report includes the fourth quarter. **Please note that these results are not final and are presented on a pre-audit basis.** The final results will be presented with the Comprehensive Annual Financial Report (CAFR) in January 2016.

DISCUSSION:

Fourth Quarter Budget Status

General Fund

Revenues received through June have exceeded initial full year estimates, while expenditures are at 98% of budget. Based on these patterns, we offer the following full-year projections:

| | |
|---------------------------|---------------------|
| General Fund Revenues | \$62,462,356 |
| General Fund Expenditures | <u>\$61,002,429</u> |
| Expected Surplus | \$ 1,459,927 |

This projected surplus is an increase from the third quarter estimate of \$729,469 (an improvement of \$730,458). This bump is primarily due to unexpected State reimbursement for mandated programs (described below).

Attachment 1, Table 2, lists the performance of key revenue sources compared to the budget and last year's (FY 13-14) actual performance.

As the City's largest General Fund revenue source, Property Tax continues to be the primary driver of growth and our abilities to provide general governmental services. For full-year FY 2014-2015, we have estimated revenues 4.2% over FY 13-14 (\$976,375). Preliminary assessed valuation data from the County of Los Angeles indicates continued strong growth in this source for FY 15-16.

The City's second largest General Fund revenue source, Sales Tax, was revised lower earlier in the year due to trends and the recent loss of DeWitt Petroleum, one of the City's most significant sales tax producers. Consistent with the third quarter projections, Sales Tax is estimated at \$8,842,774, which is \$270,099 under original budget estimates, and \$293,034 below FY 13-14 actual receipts.

Transient Occupancy Tax continues to grow, exceeding budgetary estimates by \$245,194 (6.7%) and FY 13-14 by 9.8% (\$349,101). Business License Tax is also up \$235,839 (7.5%) from the prior year, mainly due to higher gross receipts (the basis of most of the business license taxes) resulting from the improved local economy. Building permits are estimated to exceed FY 13-14 levels by 7.3%, or \$75,050. Plan Check fees are estimated to be flat at

\$1.4 million.

The "Other Governments" category exceeded budget due to the unexpected receipt of prior years' State Mandated Cost Reimbursements (these are State-directed programs imposed on local governments for which the State is obligated to reimburse agencies, but which they suspended payments during difficult budget years). This past year, after State revenues exceeded forecast benchmarks, the State Controller's Office was authorized to pay cities, counties and special districts for prior year claims totaling \$765 million. A payment of \$523,010 received in late June covered costs incurred by the City in fiscal years 2003-04 and prior. Interest on these delayed reimbursements (estimated at \$30,000) is expected later in FY 2015-2016.

As a best practice and consistent with our budget policies, unexpected, one-time funds should be used judiciously for similar one-time expenses, reserves or investment opportunities. To that end, I may recommend that the Council consider using these State reimbursement funds to seed a trust account to help alleviate PERS rate increases that are projected for future years. After the Bartel Associates presentation on pension costs this last budget cycle, staff is developing recommendations for addressing the City's unfunded pension liabilities. One of the more recommended options being explored is the establishment of an Irrevocable Supplemental Pension Trust which would allow the City to accelerate the pay down of those liabilities and reduce overall pension costs.

General Fund expenditures (Attachment 1, Table 3) are estimated to come in \$772,447 under the adjusted budget. Salaries and Wages have exceeded budget by \$957,195 (3.3%). Within that category, full-time salaries (regular and sworn) were over budget by roughly 3% (\$703,486) at year-end. Further, overtime costs ended the year over budget by \$493,376 (115.2% of budget). Fire Department overtime was the main contributor, ending the year \$401,844 (22.7%) over budget due to higher than anticipated backfill hours for Workers Compensation injuries on duty (a more in-depth analysis of overtime costs and contributing factors is underway and will be presented at a later date). Additionally, full-time salaries ended the year over budget largely due to payouts of accumulated general leave, vacation time buyouts, and termination pay to separated employees. Savings of \$239,667 in part-time salaries helped offset these costs.

All other expenditure categories, with the exception of Property and Equipment, performed within or close to the adjusted FY 2014-2015 budget. Property and Equipment acquisitions not procured during the fiscal year were carried over to FY 2015-2016 during the budget process.

Reserves remain healthy, and were increased in this most recent budget cycle, reflecting the City's strong fiscal position. There is no use of established reserves in the current fiscal year, either the 20% policy reserve or the \$4 million economic uncertainty reserve. These reserves have a combined balance of \$16.1 million this fiscal year. The Government Finance Officers Association of the United States and Canada has a recommended practice that local governments maintain reserves of at least 16.7% (two months of revenues or expenditures) which would total \$10.1 million based on the City's General Fund budget. The City's reserve level exceeds this recommended practice by \$5 million and totals 26.6% of budgeted expenditures.

Other Funds

Other funds tracked appropriately thru June, with the exception of the Insurance Fund, which expended 121.2% of the full year adjusted budget. The Insurance fund is made up of Workers Compensation and Liability claims activity, as well as insurance premium costs. Although year-end accrual entries are still pending, Workers Compensation claims paid through June (\$3,779,024) surpassed the prior year actual by \$616,794 (19.5%) and exceeded the adjusted full year budget by \$659,024 (121.1% of budget).

Liability claims through June 2015 total \$1,422,586 and have also exceeded the full year budget by \$540,586 (161.3% of budget). Additionally, excess insurance premiums exceeded budgeted amounts by a net of \$91,524 due to a hardening of the insurance market.

This year, Insurance Fund expenditures have been exceptionally volatile. For example, Workers Compensation monthly claims activity costs have ranged from \$116,600 to \$579,100 (annualized: \$1.4 million to \$6.9 million), making trends difficult to identify and establish. Additionally, old claims by former employees can add to those costs, as was the case in January 2015 when a 1979-1980 case reserve was increased by \$127,900 (case reserves are reported as claims paid). Finally, as the City's Third Party Administrator (TPA) establishes reserves for liability cases, that amount is also then presented as claims paid in the Insurance Fund. That activity has been abnormally high this year as well.

As discussed at the third quarter review, and in the fiscal implications section above, staff will provide a comprehensive analysis of the Insurance Fund in order to develop recommendations for the City Council to consider. This will allow staff to recommend adjustments with full knowledge of final results. Adjustments may include fund transfers and additional appropriations.

Clearly, controlling Liability and Workers Compensation costs continues to be challenging, and are unpredictable by nature. While much of the costs incurred in Workers Compensation are mandated by State law, the City continues to look for ways to control these costs.

In addition to the successful recruitment of a new HR Director with strong Workers Compensation management experience, staff promotes the return to work program in an effort to get injured employees back to work as soon as possible, thus reducing costs. Additionally, we solicited and have received proposals for the services of the Third Party Administrator who oversees the claims activity and is key to the cost control chain. Finally, implementing additional employee safety and educational programs and trainings, such as MB Fit, may serve to improve our injury experiences. We will continue to seek new ways to help employees seek proper treatment and return to work in a timely manner.

Controlling these costs remains a very high priority.

CONCLUSION:

This report includes preliminary fourth quarter results. **Please note that these results are not final and are presented on a pre-audit basis.** The final results will be presented with

the Comprehensive Annual Financial Report (CAFR) in January 2016.

Attachments:

1. FY 2014-2015 Budget Report 4Q

Table 1. Fiscal Year 2014-2015 General Fund Full Year Estimates

| General Fund | Revenues | Expenditures* | Surplus |
|---------------------------|---------------------|---------------------|--------------------|
| Adopted Budget | \$59,846,949 | \$60,701,205 | (\$854,256) |
| Adjusted Budget | 59,846,949 | 61,774,875 | (1,927,926) |
| Preliminary Actual | \$62,462,356 | \$61,002,429 | \$1,459,927 |

*Includes one-time capital equipment purchases

Table 2. Fiscal Year 2014-2015 General Fund Revenues

| General Fund Revenues | 2014 Actuals | FY 2015 | | FY 2015 Full Year Estimate | | | |
|------------------------------------|---------------------|---------------------|---------------------|----------------------------|--------------|--------------------|-------------|
| | | Adj Budget* | Full Yr Est | From 2015 Budget | | From 2014 Actuals | |
| Key Revenues | | | | | | | |
| Property Tax | \$23,353,738 | \$23,911,150 | \$24,330,113 | \$418,963 | 1.8% | \$976,375 | 4.2% |
| Sales & Use Tax | 9,135,808 | 9,112,873 | 8,842,774 | (270,099) | (3.0%) | (293,034) | (3.2%) |
| Transient Occupancy Tax | 3,565,093 | 3,669,000 | 3,914,194 | 245,194 | 6.7% | 349,101 | 9.8% |
| Business License Tax | 3,140,274 | 3,125,000 | 3,376,113 | 251,113 | 8.0% | 235,839 | 7.5% |
| Building Permits | 1,031,412 | 1,160,000 | 1,106,462 | (53,538) | (4.6%) | 75,050 | 7.3% |
| Building Plan Check Fees | 1,409,954 | 1,350,000 | 1,402,186 | 52,186 | 3.9% | (7,768) | (0.6%) |
| Interest Earnings | 546,078 | 486,600 | 506,312 | 19,712 | 4.1% | (39,766) | (7.3%) |
| Real Estate Transfer Tax | 642,718 | 595,000 | 705,393 | 110,393 | 18.6% | 62,675 | 9.8% |
| Subtotal Key Revenues | \$42,825,075 | \$43,409,623 | \$44,183,547 | \$773,924 | 1.8% | \$1,358,472 | 3.2% |
| Other Revenues by Category | | | | | | | |
| Other Taxes & Assessments | \$1,897,011 | \$1,854,785 | \$2,010,558 | \$155,773 | 8.4% | \$113,547 | 6.0% |
| Revenue from Permits | 698,697 | 750,705 | 958,376 | 207,671 | 27.7% | 259,679 | 37.2% |
| Fines | 2,437,699 | 2,552,500 | 2,515,254 | (37,246) | (1.5%) | 77,555 | 3.2% |
| Use of Property & Money | 2,845,908 | 2,516,645 | 2,561,648 | 45,003 | 1.8% | (284,260) | (10.0%) |
| Other Governments | 477,389 | 260,130 | 992,125 | 731,995 | 281.4% | 514,736 | 107.8% |
| Service Charges & Transfers | 8,042,378 | 7,810,761 | 8,432,629 | 621,868 | 8.0% | 390,251 | 4.9% |
| Miscellaneous | 521,465 | 691,800 | 808,219 | 116,419 | 16.8% | 286,754 | 55.0% |
| Subtotal Other Revenues | \$16,920,547 | \$16,437,326 | \$18,278,809 | \$1,841,483 | 11.2% | \$1,358,262 | 8.0% |
| Total General Fund Revenues | \$59,745,622 | \$59,846,949 | \$62,462,356 | \$2,615,407 | 4.4% | \$2,716,734 | 4.5% |

Positive Variance indicates above budget; negative variance indicates below budget.

* The General Fund Adjusted budget includes the adopted budget plus adjustments for grants and General Fund reimbursements.

Table 3. Fiscal Year 2014-2015 General Fund Expenditures

| General Fund Expenditures | Adjusted Budget (a) | Full Year Estimate | Variance Under/(Over) | % |
|---------------------------------------|----------------------------|---------------------------|------------------------------|-------------|
| Salary & Wages | \$28,851,380 | \$29,808,575 | (\$957,195) | (3.3%) |
| Employee Benefits | 11,490,495 | 11,412,998 | 77,497 | 0.7% |
| Contract & Professional Services | 8,323,138 | 8,169,770 | 153,368 | 1.8% |
| Materials & Services | 2,715,233 | 2,625,201 | 90,032 | 3.3% |
| Utilities | 1,199,702 | 1,085,054 | 114,648 | 9.6% |
| Internal Service Charges | 6,789,551 | 6,642,709 | 146,842 | 2.2% |
| Property & Equipment | 1,026,333 | 120,855 | 905,478 | 88.2% |
| Bond Debt | 1,357,904 | 1,116,127 | 241,777 | 17.8% |
| Transfers Out | 21,140 | 21,140 | - | - |
| Tota General Fund Expenditures | \$61,774,875 | \$61,002,429 | \$772,447 | 1.3% |

(a) The Adjusted Budget includes City Council-approved amendments during the current year as well as encumbrances carried forward from the prior year which are added to the budgeted expenditures in the new fiscal year.

General Fund Revenue & Expenditure Summary

| | |
|------------------------------|--------------------|
| Total Projected Revenues | \$62,462,356 |
| Total Projected Expenditures | 61,002,429 |
| Projected Surplus | \$1,459,927 |

Agenda Date: 8/18/2015

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 Regular Meeting of August 4, 2015
- b) City Council Adjourned Regular Meeting-Closed Session of August 10, 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 Regular Meeting Minutes of August 4, 2015
- 2. City Council Adjourned Regular Meeting-Closed Session Minutes of August 10, 2015

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Tuesday, August 4, 2015

6:00 PM

City Council Chambers

City Council Regular Meeting

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

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

Assemblyman David Hadley led the Pledge of Allegiance.

B. ROLL CALL

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

C. CEREMONIAL CALENDAR

1. Presentation of a City Plaque to Assemblymember David Hadley for Outstanding Community Service.

[15-0325](#)

PRESENT

Mayor Burton, on behalf of the City Council, recognized Assemblymember David Hadley for his outstanding Community service and his support to the City of Manhattan Beach.

D. CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

City Clerk Tamura confirmed that the meeting was properly posted.

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

City Attorney Quinn Barrow recommended that the City Council defer action on Item No. 10 (Concurrence with Resolution of Support for SB 593 (McGuire) - The Thriving Communities and Sharing Economy Act).

Mayor Burton reported that the City Council will be provided the opportunity to support the legislation at the October meeting of the California League of Cities Conference.

A motion was made by Councilmember Howorth, seconded by Councilmember Powell, to approve the agenda and defer action on Item No. 10 Concurrence with Resolution of Support for SB 593 (McGuire) - The Thriving Communities and Sharing Economy Act. The motion carried by the following vote:

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

F. CITY COUNCIL AND COMMUNITY ORGANIZATION ANNOUNCEMENTS OF UPCOMING EVENTS (1 MINUTE PER PERSON)

The following individuals provided City Council and Community Organization announcements:

*John Roberts
Councilmember Lesser
Mayor Burton
Councilmember Powell
Councilmember Howorth*

G. CITY MANAGER REPORT

None.

H. CITY ATTORNEY REPORT

None.

I. PUBLIC COMMENTS (2 MINUTES PER PERSON FOR ONE ITEM, A MAXIMUM OF 5 MINUTES IF A SPEAKER WANTS TO COMMENT ON MORE THAN ONE ITEM)

The following individuals provided public comments:

*Craig Cadwallader
Phil Reimert
Joe Galliani
Viet Ngo
Bill Victor
Robert Bush
Tony Shrekie*

City Attorney Quinn Barrow confirmed that there was no conflict of interest regarding Councilmember D'Errico.

J. PLANNING COMMISSION QUASI-JUDICIAL DECISIONS (RECEIVE AND FILE)

Receive and File by motion of the Chair.

K. CONSENT CALENDAR (APPROVE)

A motion was made by Councilmember Howorth, seconded by Councilmember Powell, to approve the Consent Calendar with the exception of Item No. 10 (Concurrence with Resolution of Support for SB 593 (McGuire) - The Thriving Communities and Sharing Economy Act). the motion carried by the following vote:

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

2. Adoption of Annual Investment Policy and Delegation of Responsibility for Investing Funds to the City Treasurer (Finance Director Moe).

[15-0305](#)

APPROVE

Attachments: [Investment Policy 2015-2016 Draft](#)

The recommendation for this item was approved on the Consent Calendar.

3. Three Year Extension of Existing Letter of Credit with Union Bank to Facilitate Variable Rate Debt for the Marine Avenue Sports Fields (Finance Director Moe).

[15-0349](#)

APPROVE

The recommendation for this item was approved on the Consent Calendar.

4. Renewal of Crossing Guard Services Agreement with All City Management Services for an Estimated Annual Cost of \$222,500 (Police Chief Irvine).

[CON 15-0042](#)

APPROVE

Attachments: [First Amendment to Agreement with All City Management Services](#)

The recommendation for this item was approved on the Consent Calendar.

5. Agreement with McGowan Consulting LLC in the Amount of \$121,360 for Professional Services to Assist City with Compliance with the National Pollutant Discharge Elimination System Permit under the Federal Clean Water Act (Public Works Director Olmos).

[CON 15-0049](#)

APPROVE

Attachments: [McGowan Professional Services Contract](#)

The recommendation for this item was approved on the Consent Calendar.

6. Adopt Resolution No. 15-0046 to Install Stop Signs on Pacific Avenue at 23rd Street as Recommended by the Parking and Public Improvements Commission (Community Development Director Lundstedt).

[RES 15-0046](#)

ADOPT RESOLUTION NO. 15-0046

Attachments: [June 25, 2015 Parking and Public Improvements Commission Staff Report](#)
[June 25, 2015 Parking and Public Improvements Commission Draft Minutes](#)
[Resolution No. 15-0046](#)

The recommendation for this item was approved on the Consent Calendar.

7. Resolution Authorizing Public Works Director to Sign Cooperative Work Agreement (CWA) Extension Request to Extend the Federal Transportation Fund (SAFETEA-LU) in the Amount of \$486,882 (Public Works Director Olmos).

[RES 15-0049](#)

APPROVE

Attachments: [Resolution No. 15-0049](#)

The recommendation for this item was approved on the Consent Calendar.

8. Council Consideration of a Clarification for a Previously Approved Hardship Exemption from the Downtown IZO for a Change of Use for a Retail Use to Occupy a Vehicle Repair Space, to Temporarily Allow a Portion of the Retail Use to Partially Occupy the Café area on the Highland Streetfront at 1140 Highland Avenue (Community Development Director Lundstedt). [15-0366](#)

APPROVE

Attachments: [IZO Hardship Exemption Clarification letter- Nikau Kai- July 28, 2015](#)
[Ordinance No ORDU 15-0017-Downtown IZO- July 7, 2015](#)

The recommendation for this item was approved on the Consent Calendar.

9. Approve a Cooperative Agreement with the City of El Segundo for the Construction of the Westbound Rosecrans Bikeway (Public Works Director Olmos). [CON 15-0048](#)

APPROVE

Attachments: [Rosecrans Bikeway Connections](#)
[Rosecrans Bike Lane Detail](#)
[Cooperative Agreement](#)

The recommendation for this item was approved on the Consent Calendar.

10. Concurrence with Resolution of Support for SB 593 (McGuire) - The Thriving Communities and Sharing Economy Act (City Attorney Barrow). [15-0368](#)

APPROVE

Attachments: [Copy of SB 593](#)
[Letter from Mayor Horvath of City of West Hollywood dated July 23, 2015](#)
[Proposed Resolution for the League of California Cities](#)
[Sample Letter of Concurrence to the League of Cities - Regarding SB 593](#)

This item was removed from the Consent Calendar and action was deferred.

11. Smart Cities Week Conference in Washington D.C. September 15-17, 2015 (City Manager Danaj) [15-0371](#)

RECEIVE REPORT; APPROVE

Attachments: [Smart Cities Week Brochure](#)

The recommendation for this item was approved on the Consent Calendar.

12. Minutes: [15-0021](#)

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 July 15, 2015
- b) City Council Regular Meeting of July 21, 2015
(City Clerk Tamura).

APPROVE

Attachments: [City Council Adjourned Regular Meeting-Closed Session Minutes of July 15, 2015](#)
[City Council Regular Meeting Minutes of July 21, 2015](#)

The recommendation for this item was approved on the Consent Calendar.

13. Commission Minutes: [15-0364](#)

This Item Contains Minutes of City Commission Meetings. Staff Recommends that the City Council, by Motion, Take Action to Receive and File the Minutes of the:

- a) Parks and Recreation Commission Meeting of June 22, 2015
(Parks and Recreation Director Leyman)

RECEIVE AND FILE

Attachments: [Parks and Recreation Commission Minutes of June 22, 2015](#)

The recommendation for this item was approved on the Consent Calendar.

14. Financial Report: [15-0307](#)

Schedule of Demands: July 2, 2015 (Finance Director Moe).

RECEIVE AND FILE

Attachments: [Schedule of Demands for July 2, 2015](#)

The recommendation for this item was approved on the Consent Calendar.

L. PUBLIC HEARINGS (2 MINUTES PER PERSON)

None.

M. OLD BUSINESS

None.

N. NEW BUSINESS

15. Award of Contract to David Volz Design for the Veterans Parkway Landscape Design Services in the Amount of \$31,912 (Public Works Director Olmos). [CON 15-0039](#)

AWARD

Attachments: [Professional Services Contract](#)

City Clerk Liza Tamura introduced the item and Public Works Director Tony Olmos provided the staff presentation.

Public Works Director Olmos responded to City Council questions.

A motion was made by Councilmember Lesser, seconded by Councilmember Howorth, to approve the award of a contract to David Volz Design for the Veterans Parkway Landscape Design Services in the Amount of \$31,912. The motion carried by the following vote:

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

16. Appoint a New Member to the Vacant Library Commission Seat No. 1 (Member-At-Large) (City Clerk Tamura). [15-0356](#)

APPOINT

Attachments: [The Beach Reporter Ads published on July 16, 2015 & July 23, 2015](#)

City Clerk Tamura introduced this item.

Nomination:

| | |
|-------------------------------|------------------------|
| <i>Councilmember Lesser</i> | <i>Christine Primm</i> |
| <i>Councilmember Howorth</i> | <i>Christine Primm</i> |
| <i>Councilmember Powell</i> | <i>Cort Casady</i> |
| <i>Mayor Pro Tem D'Errico</i> | <i>Cort Casady</i> |
| <i>Mayor Burton</i> | <i>Cort Casady</i> |

Round 1 2 Votes per Councilmember:

| | | |
|-------------------------------|------------------------|------------------------|
| <i>Councilmember Howorth</i> | <i>Cort Casady</i> | <i>Christine Primm</i> |
| <i>Councilmember Powell</i> | <i>Cort Casady</i> | <i>Christine Primm</i> |
| <i>Mayor Pro Tem D'Errico</i> | <i>Cort Casady</i> | <i>Christine Primm</i> |
| <i>Mayor Burton</i> | <i>Cort Casady</i> | <i>Christine Primm</i> |
| <i>Councilmember Lesser</i> | <i>Christine Primm</i> | <i>Cort Casady</i> |

Round 2 1 Vote per Councilmember:

| | |
|-------------------------------|--------------------|
| <i>Councilmember Powell</i> | <i>Cort Casady</i> |
| <i>Mayor Pro Tem D'Errico</i> | <i>Cort Casady</i> |
| <i>Mayor Burton</i> | <i>Cort Casady</i> |
| <i>Councilmember Lesser</i> | <i>Cort Casady</i> |
| <i>Councilmember Howorth</i> | <i>Cort Casady</i> |

City Clerk Tamura confirmed that Cort Casady was unanimously appointed to the Library Commission vacant Seat No.1.

O. CITY COUNCIL REPORTS, OTHER COUNCIL BUSINESS, AND COMMITTEE AND TRAVEL REPORTS

City Clerk Tamura introduced this item.

Councilmember Lesser reported that he toured Los Angeles International Airport (LAX) as part of a major planned upgrade to the facility.

Councilmember Powell relayed that the International Surf Festival was kicked off with the Lifeguard Medal of Valor Awards.

Mayor Burton complimented the Staff of the Police Department and the Parks and Recreation Department for the Special Olympics Host Town Week and the Six-Man Volleyball Tournament.

Mayor Burton requested that Councilmembers give a brief status report of their respective City Council assignments during this item at the second meeting of each month.

P. FORECAST AGENDA AND FUTURE DISCUSSION ITEMS

17. Agenda Forecast (City Clerk Tamura) [15-0372](#)
DISCUSS AND PROVIDE DIRECTION

Attachments: [Agenda Forecast July 29, 2015](#)

Mayor Burton stated that the Art Lab item will be moved from the Consent Calendar to General Business.

Councilmember Lesser announced that he appreciates the Agenda Forecast being included as a public document.

Mayor Burton emphasized that it is a working document and therefore very fluid.

Councilmember Powell requested the issue of Surety Bonds/Permits be brought back to the agenda.

Mayor Burton reported that it will be on the September 1, 2015, agenda.

Councilmember Powell inquired about the potential of having free Wi-Fi.

Councilmember Lesser indicated that he would like to receive the e-comments earlier.

Mayor Burton communicated that he would like Staff to develop a Request for Proposals (RFP) for a 5 star hotel between Macy's at the Manhattan Village Mall and the Country Club. The City Council directed that Staff agendize for broader City Council discussion on the development potential of the City property behind the Manhattan Village Mall.

Councilmember Powell requested an informational memo/update on the Veranda Property.

Mayor Burton directed Staff to develop a civility Policy that would apply to City Council, Staff, employees and the citizens who engage with employees.

Mayor Burton further added, that he is requesting a half day City Council Retreat to discuss certain issues and include training on management and governance.

Q. INFORMATIONAL ITEMS

None.

R. CLOSED SESSION

None.

S. ADJOURNMENT

At 7:17 PM Mayor Burton adjourned the Regular City Council Meeting to the 2:00 PM, August 10, 2015, Adjourned Regular City Council Meeting (Closed Session) in City Council Chambers, in said City.

Matt Cuevas
Recording Secretary

Mark Burton
Mayor

ATTEST:

Liza Tamura
City Clerk

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Monday, August 10, 2015

2:00 PM

Closed Session

City Council Chambers

City Council Adjourned Regular Meeting

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

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. CALL MEETING TO ORDER

The Closed Session Meeting of August 10, 2015, was called to order at 2:00 PM.

B. PLEDGE TO THE FLAG

Interim Human Resources Director Captain Derrick Abell led the Pledge of Allegiance.

C. ROLL CALL

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

Councilmember Howorth arrived at 2:11 PM.

D. CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

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

E. PUBLIC COMMENTS

The following individual provided public comment:

Viet Ngo

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

At 2:05 PM City Manager Mark Danaj read into the record the following Closed Session Item:

1. CONFERENCE WITH LABOR NEGOTIATOR

(Government Code Section 54957.6)

Agency Negotiator: Mark Danaj, City Manager

**Employee Groups: Manhattan Beach Firefighters' Association;
Manhattan Beach Police Officers' Association;
Manhattan Beach Police Management Association;
Management Confidential;
Teamsters and
Part-Time Employees**

G. RECESS INTO CLOSED SESSION

City Council recessed into Closed Session at 2:06 PM to the Police Department Conference Room.

H. RECONVENE INTO OPEN SESSION

City Council reconvened into Open Session at 4:45 PM.

I. CLOSED SESSION ANNOUNCEMENT IN OPEN SESSION

City Manager Mark Danaj announced that there was no reportable action.

J. ADJOURNMENT

At 4:46 PM Mayor Burton adjourned the August 10, 2015, Adjourned Regular Meeting to the 6:00 PM, August 18, 2015, Regular City Council Meeting in City Council Chambers, in said City.

Quinn Barrow
Recording Secretary

Mark Burton
Mayor

ATTEST:

Liza Tamura
City Clerk

Agenda Date: 8/18/2015

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: July 16, 2015
- b) Investment Portfolio for the Month Ending June 30, 2015
- c) Preliminary Financial Reports for the Month Ending June 30, 2015
(Finance Director Moe).

APPROVE; 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 these reports.

The total value of the warrant register for July 16, 2015 is \$4,544,424.09.

BACKGROUND:

Finance staff prepares a variety of financial reports for the City Council and the 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 June 30, 2015. These reports mark the twelfth month of the 2014-2015 fiscal year and reflect the annual budget adopted by City Council. **It is important to note that these results are preliminary and are pre-audit. The final year-end results will be provided when the audit has been completed.**

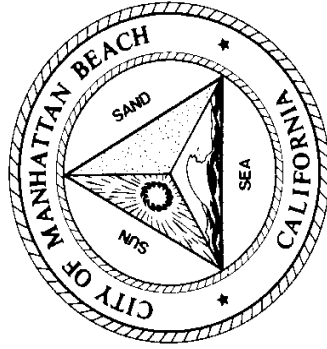
CONCLUSION:

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

Attachments:

1. Schedule of Demands Register for July 16, 2015
2. Investment Portfolio for the Month Ending June 30, 2015
3. Preliminary Financial Reports for the Month Ending June 30, 2015

City of Manhattan Beach




Schedule of Demands

July 16, 2015

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT(S) WR 28b & WR 2b
 DATED: 07/16/2015 & 07/16/2015

I HEREBY CERTIFY THAT THE CLAIMS OR DEMANDS COVERED BY THE ABOVE WARRANT(S) IN THE AMOUNT OF \$4,544,424.09 HAVE BEEN REVIEWED AND THAT SAID CLAIMS OR DEMANDS ARE ACCURATE, ARE IN CONFORMANCE WITH THE ADOPTED BUDGET, AND THAT THE FUNDS ARE AVAILABLE THEREOF.



 FINANCE DIRECTOR

 CITY MANAGER

THIS 18TH DAY OF AUGUST

| | | | | |
|-----------------------|----------------------|---------------|-----|----------------------------|
| WARRANT REGISTER (S) | WR 28b & WR 2b | WARRANT(S) | 28b | 975,266.44 |
| | | | 2b | 2,320,669.52 |
| | PREPAID / MANUAL CKS | | 2b | 464,420.53 |
| | VOIDS | | 2b | (500.00) |
| | PAYROLL | PE 07/10/2015 | PY | 784,567.60 |
| TOTAL WARRANTS | | | | <u>4,544,424.09</u> |

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WR 28b

WARRANT BATCH NUMBER:

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|------------------------------|--------------------------------------|--------------|
| 519893 | 7/16/2015 | N | AC MARTIN PARTNERS INC | CONSTRUCTION SERVICES | 12,440.00 |
| 519894 | 7/16/2015 | N | ADMINISTRATIVE SERVICES COOP | DIAL A RIDE SUPPLEMENTAL CAB SERVICE | 1,205.55 |
| 519895 | 7/16/2015 | N | AKM CONSULTING ENGINEERS INC | CONTRACT EXTENSION - PROFESSIONAL S | 15,665.00 |
| 519896 | 7/16/2015 | N | ALL CITY MANAGEMENT SVCS | CROSSING GUARD SERVICES | 11,192.69 |
| 519897 | 7/16/2015 | N | PERRY ALLISON | QUARTERLY PREVENTATIVE MAINTENAN | 290.00 |
| 519898 | 7/16/2015 | N | LEO ARNOLD | BACKGROUND INVESTIGATIONS | 1,035.00 |
| 519899 | 7/16/2015 | N | ART O RAMA | BUSINESS LICENSE REFUND | 122.76 |
| 519900 | 7/16/2015 | N | RUDOLF OR GERDA BAUER | BUSINESS LICENSE REFUND | 14.14 |
| 519901 | 7/16/2015 | N | BAY ANIMAL HOSPITAL INC | VET SERVICES | 205.00 |
| 519902 | 7/16/2015 | N | DEBORAH BERGER | PARKS & RECREATION REFUND | 118.00 |
| 519903 | 7/16/2015 | N | LESLEY BRADY | TENNIS INSTRUCTOR | 3,458.00 |
| 519904 | 7/16/2015 | N | KATIE ANNE BRESSACK | FITNESS INSTRUCTOR | 73.50 |
| 519905 | 7/16/2015 | N | CHRISTINA MARIE BROOME | WATER AEROBICS INSTRUCTOR | 160.00 |
| 519906 | 7/16/2015 | N | BUDDHA TRAVEL LLC | BUSINESS LICENSE REFUND | 756.20 |
| 519907 | 7/16/2015 | N | CAPITAL ONE NATIONAL ASSN | MISC SUPPLIES-COSTCO | 2,322.64 |
| 519908 | 7/16/2015 | N | CELLCO PARTNERSHIP | WIRELESS SERVICE | 59.30 |
| 519909 | 7/16/2015 | N | CHEVRON | GASOLINE | 681.66 |
| 519910 | 7/16/2015 | N | CHOURA EVENTS | SALUTE TO THE TROOPS LOGISTICS | 2,599.65 |
| 519911 | 7/16/2015 | N | CLE ELECTRIC INC | ON-CALL ELECTRICIAN | 8,792.00 |
| 519912 | 7/16/2015 | N | CLEANSREET | LANDSCAPE SERVICES EXTRAS | 135.00 |
| 519913 | 7/16/2015 | N | COMMLINE INC | RADIOS FOR GO-4S | 5,567.20 |
| 519914 | 7/16/2015 | N | COMMUNITY WORKS LEASING CORP | STRAND STAIRS IMPROVEMENT | 2,159.10 |

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WR 28b

WARRANT BATCH NUMBER:

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|-------------------------------|------------------------------------|--------------|
| 519915 | 7/16/2015 | N | CORELOGIC INFO SOLUTIONS INC | CONTRACT SERVICES-WIN2DATA | 722.00 |
| 519916 | 7/16/2015 | N | SANTIAGO A CORNEJO | TENNIS COURT MONTHLY WASHING | 1,400.00 |
| 519917 | 7/16/2015 | N | JAMES CRAIG | REIMBURSEMENT-TRAVEL EXPENSE | 171.81 |
| 519918 | 7/16/2015 | N | R CRAIG CROTTY | ARBORIST SERVICES | 687.50 |
| 519919 | 7/16/2015 | N | CROWN BLDG MAINTENANCE CO INC | JANITORIAL SERVICES EXTRAS | 9,638.20 |
| 519920 | 7/16/2015 | N | MATT CUEVAS | REIMBURSEMENT-TRAVEL EXPENSE | 63.00 |
| 519921 | 7/16/2015 | N | RAMI DAVIDOFF | WATER AEROBICS INSTRUCTOR | 150.00 |
| 519922 | 7/16/2015 | N | DOUGLAS DECASTRO | BANNERS, DECALS, SIGNAGE | 1,111.04 |
| 519923 | 7/16/2015 | N | JOE DELIA | POLYGRAPH EXAM | 1,000.00 |
| 519924 | 7/16/2015 | N | DIV OF THE STATE ARCHITECT | SB1186 FEES/2ND QUARTER | 571.50 |
| 519925 | 7/16/2015 | N | E J WARD INC | CANCELERS FOR MULTIPLE VEHICLES | 3,675.75 |
| 519926 | 7/16/2015 | N | EXPERIAN INFO SOLUTIONS INC | POLYGRAPH EXAM | 79.34 |
| 519927 | 7/16/2015 | N | EYESTONE-JONES ENVIRONMENTAL | CONTRACT SERVICES-EIR MAN VLG MALL | 5,045.50 |
| 519928 | 7/16/2015 | N | FIRST CALL STAFFING INC | TEMPORARY EMPLOYEE SERVICES | 198.90 |
| 519929 | 7/16/2015 | N | TIFFANY FRIEDMAN | YOGA INSTRUCTOR | 3,591.00 |
| 519930 | 7/16/2015 | N | GEOSYNTEC CONSULTANTS INC | NPDES & TMDL CONSULTING SERVICES | 11,172.15 |
| 519931 | 7/16/2015 | N | JOSEPH DANE GIESREGEN | FIRE RESERVE | 175.00 |
| 519932 | 7/16/2015 | N | CHRISTOPHER MICHAEL GRAFTON | FIRE RESERVE | 175.00 |
| 519933 | 7/16/2015 | N | TIMOTHY ALAN GRUCZA | FIRE RESERVE | 175.00 |
| 519934 | 7/16/2015 | N | H F & H CONSULTANTS LLC | CONSULTANTS/FOOD WASTE | 2,592.50 |
| 519935 | 7/16/2015 | N | HARRIS & ASSOCIATES INC | STREET LIGHTING/LANDSCAPE ASSESME | 1,750.00 |
| 519936 | 7/16/2015 | N | JAKE HERRON | FIRE RESERVE | 175.00 |

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WR 28b

WARRANT BATCH NUMBER:

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|--------------------------------|-------------------------------------|--------------|
| 519937 | 7/16/2015 | N | JOSHUA HILL | FIRE RESERVE | 175.00 |
| 519938 | 7/16/2015 | N | DEBORAH HOM | REIMBURSEMENT-TRAVEL EXPENSE | 209.50 |
| 519939 | 7/16/2015 | N | HOME DEPOT CREDIT SERVICES | BUILDING SUPPLIES | 575.37 |
| 519940 | 7/16/2015 | N | STEPHEN ROSS HYDE | BEGG POOL MASTERS | 990.00 |
| 519941 | 7/16/2015 | N | INFOSEND INC | PROP 218 FOOD WASTE MAILING | 8,712.21 |
| 519942 | 7/16/2015 | N | INTL BUS INFO TECHNOLOGIES INC | POLICE TRAINING EMPLOYEE RECORDS M | 13,680.00 |
| 519943 | 7/16/2015 | N | IPS GROUP INC | PARKING METER CC FEES | 22,831.04 |
| 519944 | 7/16/2015 | N | IRON MOUNTAIN INFO MNGMT INC | RECORDS STORAGE | 1,231.08 |
| 519945 | 7/16/2015 | N | LARCI ISLEY | PARKS & RECREATION REFUND | 50.00 |
| 519946 | 7/16/2015 | N | ITERIS INC | GENERAL PLAN (MOBILITY) UPDATE | 7,592.43 |
| 519947 | 7/16/2015 | N | JOAN STEIN JENKINS | PROSECUTION SERVICES | 2,809.00 |
| 519948 | 7/16/2015 | N | JOHN L HUNTER AND ASSOC INC | CBR AND FOG INSPECTIONS CONTRACT S' | 7,960.50 |
| 519949 | 7/16/2015 | N | VICTORIA HELEN JOHNSON | WATER AEROBICS INSTRUCTOR | 300.00 |
| 519950 | 7/16/2015 | N | MORGAN ALEXANDRA KARI | ART INSTRUCTOR | 991.20 |
| 519951 | 7/16/2015 | N | KEVORK ENTERPRISES INC | AUTO BODY REPAIRS | 1,472.24 |
| 519952 | 7/16/2015 | N | KING FENCE INC | FENCE RENTAL | 30.00 |
| 519953 | 7/16/2015 | N | ZHAUN PAUL KING | SECTION 3 CONCRETE REPAIRS | 70,735.85 |
| 519954 | 7/16/2015 | N | TANYA KOZAK | RECORDING SERVICES | 184.00 |
| 519955 | 7/16/2015 | N | LA COUNTY DEPT OF P W | TRAFFIC SIGNAL MAINTENANCE | 7,654.58 |
| 519956 | 7/16/2015 | N | ROSEMARY A LACKOW | RECORDING SERVICES | 69.00 |
| 519957 | 7/16/2015 | N | JONATHAN MICHAEL LAROCQUE | FIRE RESERVE | 175.00 |
| 519958 | 7/16/2015 | N | HUYNH LEIGHANN | REFUND ADMIN TOW FEES | 140.00 |

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT BATCH NUMBER:

WR 28b

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|------------------------------|------------------------------------|--------------|
| 519959 | 7/16/2015 | N | ANNE GRAY LEWIS | TENNIS/MB FIT INSTRUCTOR | 5,440.00 |
| 519960 | 7/16/2015 | N | KEITH LINCOLN | FIRE RESERVE | 175.00 |
| 519961 | 7/16/2015 | N | LOOP CAPITAL MARKETS LLC | REMARKETING FEES APR-JUN 2015 | 1,171.91 |
| 519962 | 7/16/2015 | N | M B WATER DEPARTMENT | MONTHLY WATER CHARGES | 10,293.74 |
| 519963 | 7/16/2015 | N | MARY JEAN MALLMAN | CERAMICS STUDIO LAB TECH | 4,833.89 |
| 519964 | 7/16/2015 | N | MANHATTAN STITCHING COMPANY | EMBROIDERY/PRINTING SERVICES | 1,298.34 |
| 519965 | 7/16/2015 | N | MARINE LAYER | BUSINESS LICENSE REFUND | 539.06 |
| 519966 | 7/16/2015 | N | MARINE RESOURCES INC | TEMPORARY EMPLOYEE SERVICES | 20,720.20 |
| 519967 | 7/16/2015 | N | LUCAS JAMES MATHER | CITATION REFUND | 48.00 |
| 519968 | 7/16/2015 | N | MATT-CHLOR INC | BUILDOUT PORTABLE CHLORINATION SYS | 3,657.60 |
| 519969 | 7/16/2015 | N | DANIEL MATUSZCZAK | FIRE RESERVE | 175.00 |
| 519970 | 7/16/2015 | N | SCOTT MCLELLAN | FIRE RESERVE | 175.00 |
| 519971 | 7/16/2015 | N | EDWIN MCPHERSON | STREET SWEEPING REIMBURSEMENT | 513.94 |
| 519972 | 7/16/2015 | N | MELAD AND ASSOCIATES INC | PLAN CHECK AND INSPECTION SERVICES | 48,972.01 |
| 519973 | 7/16/2015 | N | MICHAEL MENENDEZ | FIRE RESERVE | 175.00 |
| 519974 | 7/16/2015 | N | MERCHANTS LANDSCAPE SVCS INC | LANDSCAPE SERVICES EXTRAS | 380.00 |
| 519975 | 7/16/2015 | N | BRUCE A MOE | EXPENSE REIMBURSEMENT | 156.53 |
| 519976 | 7/16/2015 | N | MUNICIPAL EMERGENCY SERVICES | SAFETY UNIFORMS | 6,118.69 |
| 519977 | 7/16/2015 | N | MUNICIPAL MAINTENANCE EQUIP | PARTS FOR GO-4 & VAC-CON | 2,928.28 |
| 519978 | 7/16/2015 | N | NATALIES CATERING | MEALS FOR SENIOR SERVICES | 1,772.34 |
| 519979 | 7/16/2015 | N | NEXTEL OF CALIFORNIA INC | MOBILE COMMUNICATIONS | 156.21 |
| 519980 | 7/16/2015 | N | DANIELLE NIEMANN | CITATION REFUND | 48.00 |

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WR 28b

WARRANT BATCH NUMBER:

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|--------------------------------|--------------------------------------|--------------|
| 519981 | 7/16/2015 | N | RICHARD LEONARD NIGGEMANN II | FIRE RESERVE | 175.00 |
| 519982 | 7/16/2015 | N | PACIFIC COAST ELEVATOR CORP | ELEVATOR MAINTENANCE | 1,291.77 |
| 519983 | 7/16/2015 | N | PACIFIC MUNICIPAL CONSULTANTS | DOWNTOWN SPECIFIC PLAN PREPARATIO | 10,172.88 |
| 519984 | 7/16/2015 | N | PECK TRAVEL SERVICE | BUSINESS LICENSE REFUND | 111.60 |
| 519985 | 7/16/2015 | N | DOUG PETERSON | STREET SWEEPING REIMBURSEMENT | 93.74 |
| 519986 | 7/16/2015 | N | KAWAILANI PIPER | PARKS & RECREATION REFUND | 50.00 |
| 519987 | 7/16/2015 | N | RESCUE ROOTER | PLUMBING SERVICES | 289.00 |
| 519988 | 7/16/2015 | N | ZACHARY REYNOLDS | FIRE RESERVE | 175.00 |
| 519989 | 7/16/2015 | N | RINCON CONSULTANTS INC | ENVIRONMENTAL SITE ASSESSMENT PHA | 6,246.00 |
| 519990 | 7/16/2015 | N | ROBERT HALF INTERNATIONAL INC | TEMPORARY EMPLOYEE SERVICES | 3,729.00 |
| 519991 | 7/16/2015 | N | TATYANA ROUJENOVA-PELTEKOVA | REIMBURSEMENT-TRAVEL EXPENSE | 53.00 |
| 519992 | 7/16/2015 | N | SBRPCA | ELECTRONICS FOR DUI TRAILER #504 | 2,627.35 |
| 519993 | 7/16/2015 | N | ANGELA SCHMIDT | PARKS & RECREATION REFUND | 656.00 |
| 519994 | 7/16/2015 | N | DESMUND SHIRAZI | STREET SWEEPING REIMBURSEMENT | 183.44 |
| 519995 | 7/16/2015 | N | SHOREWOOD REALTORS INC | BUSINESS LICENSE REFUND | 834.12 |
| 519996 | 7/16/2015 | N | SIGMANET INC | REPLACEMENT CISCO MERAKI SWITCHES | 15,814.81 |
| 519997 | 7/16/2015 | N | RYAN SLOWAY | FIRE RESERVE | 175.00 |
| 519998 | 7/16/2015 | N | SMART SOURCE OF CALIFORNIA LLC | PRINTING AND DIRECT MAILING SERVICE | 8,664.17 |
| 519999 | 7/16/2015 | N | SOUTH BAY FORD INC | POLICE (6) SUV INTERCEPTORS AND PW T | 23,028.90 |
| 520000 | 7/16/2015 | N | SOUTHERN CALIFORNIA EDISON | STREET LIGHTING CHARGES | 24,795.19 |
| 520001 | 7/16/2015 | N | SOUTHERN CALIFORNIA EDISON | MONTHLY ELECTRIC CHARGES | 73,620.29 |
| 520002 | 7/16/2015 | N | SPCA LA | ANIMAL SHELTERING SERVICES | 550.00 |

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WR 28b

WARRANT BATCH NUMBER:

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|-------------------------------|---------------------------------------|--------------|
| 520003 | 7/16/2015 | N | SPRINT SOLUTIONS INC | MOBILE COMMUNICATIONS | 37.99 |
| 520004 | 7/16/2015 | N | SSBRA | SOCCER OFFICIALS | 2,720.00 |
| 520005 | 7/16/2015 | N | STATE OF CALIFORNIA | CONTRACT SERVICES | 2,083.00 |
| 520006 | 7/16/2015 | N | SULLY MILLER CONTRACTING CO | ASPHALT/EMULSION | 381.78 |
| 520007 | 7/16/2015 | N | SUPERIOR COURT OF CA-CO OF LA | CITATION SURCHARGE-JUNE 2015 | 64,874.90 |
| 520008 | 7/16/2015 | N | SWCA INCORPORATED | PROFESSIONAL SERVICES - HISTORIC PRE: | 6,972.31 |
| 520009 | 7/16/2015 | N | SYSTEM PAVERS | BUSINESS LICENSE REFUND | 430.66 |
| 520010 | 7/16/2015 | N | LIZA TAMURA | REIMBURSEMENT-TRAVEL EXPENSE | 91.60 |
| 520011 | 7/16/2015 | N | THE DAVEY TREE EXPERT COMPANY | STREET TREE MASTER PLAN SERVICE | 1,468.50 |
| 520012 | 7/16/2015 | N | THE GAS COMPANY | MONTHLY GAS CHARGES | 4,501.96 |
| 520013 | 7/16/2015 | N | TERRELL LYNN THOMPSON | GYMNASTICS BIRTHDAY PARTIES | 1,057.00 |
| 520014 | 7/16/2015 | N | STEVEN TILLMANN | FINGERPRINT IDENTIFICATION | 225.00 |
| 520015 | 7/16/2015 | N | TIME WARNER CABLE INC | CABLE SERVICES | 101.92 |
| 520016 | 7/16/2015 | N | TRIUNFO OVERHEAD DOORS | BUSINESS LICENSE REFUND | 135.55 |
| 520017 | 7/16/2015 | N | TURBO DATA SYSTEMS INC | CITATION PROCESSING-JUNE 2015 | 11,942.61 |
| 520018 | 7/16/2015 | N | UNION BANK NA | LETTER OF CREDIT FEES | 17,247.47 |
| 520019 | 7/16/2015 | N | UNITED PARCEL SERVICE | DELIVERY SERVICE | 64.69 |
| 520020 | 7/16/2015 | N | BRUCE UNOURA | STREET SWEEPING REIMBURSEMENT | 144.35 |
| 520021 | 7/16/2015 | N | US BANK NA | GAS CARD PURCHASES-JUNE 2015 | 1,519.78 |
| 520022 | 7/16/2015 | N | DENNIS VELEZ II | FIRE RESERVE | 175.00 |
| 520023 | 7/16/2015 | N | VERIZON CALIFORNIA INC | TELEPHONE SERVICE | 11,108.87 |
| 520024 | 7/16/2015 | N | WALTERS WHOLESALE ELECTRIC CO | ELECTRICAL SUPPLIES | 8,426.70 |

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WARRANT BATCH NUMBER: **WR 28b**

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------------------|-----------|------|-----------------------------|-------------------------------------|-------------------|
| 520025 | 7/16/2015 | N | WASTE MANAGEMENT INC | JUNE 2015 REFUSE | 283,416.66 |
| 520026 | 7/16/2015 | N | WESTWOOD BUILDING MATERIALS | BLDG MATERIALS/CEMENT | 1,298.66 |
| 520027 | 7/16/2015 | N | XEROX CORPORATION | MULTI MACHINES LEASE & BASE BUSINES | 9,579.90 |
| 520028 | 7/16/2015 | N | CRAIG YOUNGDALE | REIMBURSEMENT-TRAVEL EXPENSE | 55.00 |
| 520029 | 7/16/2015 | N | CAROL ZEE | PARKS & RECREATION REFUND | 179.00 |
| SUBTOTAL | | | | | 975,266.44 |
| COMBINED TOTAL | | | | | 975,266.44 |

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

5:20:40PM
7/16/2015

CITY OF MANHATTAN BEACH
WARRANT REGISTER
CHECKS EQUAL TO OR ABOVE
\$2,500.00

WARRANT BATCH NUMBER:

wr 28b

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|--------------------------------|-------------------------------------|--------------|
| 519893 | 7/16/2015 | N | AC MARTIN PARTNERS INC | CONSTRUCTION SERVICES | 12,440.00 |
| 519895 | 7/16/2015 | N | AKM CONSULTING ENGINEERS INC | CONTRACT EXTENSION - PROFESSIONAL S | 15,665.00 |
| 519896 | 7/16/2015 | N | ALL CITY MANAGEMENT SVCS | CROSSING GUARD SERVICES | 11,192.69 |
| 519903 | 7/16/2015 | N | LESLEY BRADY | TENNIS INSTRUCTOR | 3,458.00 |
| 519910 | 7/16/2015 | N | CHOURA EVENTS | SALUTE TO THE TROOPS LOGISTICS | 2,599.65 |
| 519911 | 7/16/2015 | N | CLE ELECTRIC INC | ON-CALL ELECTRICIAN | 8,792.00 |
| 519913 | 7/16/2015 | N | COMMLINE INC | RADIOS FOR GO-4S | 5,567.20 |
| 519919 | 7/16/2015 | N | CROWN BLDG MAINTENANCE CO INC | JANITORIAL SERVICES EXTRAS | 9,638.20 |
| 519925 | 7/16/2015 | N | E J WARD INC | CANCEIVERS FOR MULTIPLE VEHICLES | 3,675.75 |
| 519927 | 7/16/2015 | N | EYESTONE-JONES ENVIRONMENTAL | CONTRACT SERVICES-EIR MAN VLG MALL | 5,045.50 |
| 519929 | 7/16/2015 | N | TIFFANY FRIEDMAN | YOGA INSTRUCTOR | 3,591.00 |
| 519930 | 7/16/2015 | N | GEOSYNTEC CONSULTANTS INC | NPDES & TMDL CONSULTING SERVICES | 11,172.15 |
| 519934 | 7/16/2015 | N | H F & H CONSULTANTS LLC | CONSULTANTS/FOOD WASTE | 2,592.50 |
| 519941 | 7/16/2015 | N | INFOSEND INC | PROP 218 FOOD WASTE MAILING | 8,712.21 |
| 519942 | 7/16/2015 | N | INTL BUS INFO TECHNOLOGIES INC | POLICE TRAINING EMPLOYEE RECORDS M | 13,680.00 |
| 519943 | 7/16/2015 | N | IPS GROUP INC | PARKING METER CC FEES | 22,831.04 |
| 519946 | 7/16/2015 | N | ITERIS INC | GENERAL PLAN (MOBILITY) UPDATE | 7,592.43 |
| 519947 | 7/16/2015 | N | JOAN STEIN JENKINS | PROSECUTION SERVICES | 2,809.00 |
| 519948 | 7/16/2015 | N | JOHN L HUNTER AND ASSOC INC | CBR AND FOG INSPECTIONS CONTRACT S | 7,960.50 |
| 519953 | 7/16/2015 | N | ZHAUN PAUL KING | SECTION 3 CONCRETE REPAIRS | 70,735.85 |
| 519955 | 7/16/2015 | N | LA COUNTY DEPT OF P W | TRAFFIC SIGNAL MAINTENANCE | 7,654.58 |
| 519959 | 7/16/2015 | N | ANNE GRAY LEWIS | TENNIS/MB FIT INSTRUCTOR | 5,440.00 |

**CITY OF MANHATTAN BEACH
WARRANT REGISTER
CHECKS EQUAL TO OR ABOVE
\$2,500.00**

WARRANT BATCH NUMBER: **WR 28b**

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|--------------------------------|--------------------------------------|--------------|
| 519962 | 7/16/2015 | N | M B WATER DEPARTMENT | MONTHLY WATER CHARGES | 10,293.74 |
| 519963 | 7/16/2015 | N | MARY JEAN MALLMAN | CERAMICS STUDIO LAB TECH | 4,833.89 |
| 519966 | 7/16/2015 | N | MARINE RESOURCES INC | TEMPORARY EMPLOYEE SERVICES | 20,720.20 |
| 519968 | 7/16/2015 | N | MATT-CHLOR INC | BUILDOUT PORTABLE CHLORINATION SYS | 3,657.60 |
| 519972 | 7/16/2015 | N | MELAD AND ASSOCIATES INC | PLAN CHECK AND INSPECTION SERVICES | 48,972.01 |
| 519976 | 7/16/2015 | N | MUNICIPAL EMERGENCY SERVICES | SAFETY UNIFORMS | 6,118.69 |
| 519977 | 7/16/2015 | N | MUNICIPAL MAINTENANCE EQUIP | PARTS FOR GO-4 & VAC-CON | 2,928.28 |
| 519983 | 7/16/2015 | N | PACIFIC MUNICIPAL CONSULTANTS | DOWNTOWN SPECIFIC PLAN PREPARATIO | 10,172.88 |
| 519989 | 7/16/2015 | N | RINCON CONSULTANTS INC | ENVIRONMENTAL SITE ASSESSMENT PHA | 6,246.00 |
| 519990 | 7/16/2015 | N | ROBERT HALF INTERNATIONAL INC | TEMPORARY EMPLOYEE SERVICES | 3,729.00 |
| 519992 | 7/16/2015 | N | SBRPCA | ELECTRONICS FOR DUI TRAILER #504 | 2,627.35 |
| 519996 | 7/16/2015 | N | SIGMANET INC | REPLACEMENT CISCO MERAKI SWITCHES | 15,814.81 |
| 519998 | 7/16/2015 | N | SMART SOURCE OF CALIFORNIA LLC | PRINTING AND DIRECT MAILING SERVICE | 8,664.17 |
| 519999 | 7/16/2015 | N | SOUTH BAY FORD INC | POLICE (6) SUV INTERCEPTORS AND PW T | 23,028.90 |
| 520000 | 7/16/2015 | N | SOUTHERN CALIFORNIA EDISON | STREET LIGHTING CHARGES | 24,795.19 |
| 520001 | 7/16/2015 | N | SOUTHERN CALIFORNIA EDISON | MONTHLY ELECTRIC CHARGES | 73,620.29 |
| 520004 | 7/16/2015 | N | SSBRA | SOCCER OFFICIALS | 2,720.00 |
| 520007 | 7/16/2015 | N | SUPERIOR COURT OF CA-CO OF LA | CITATION SURCHARGE-JUNE 2015 | 64,874.90 |
| 520008 | 7/16/2015 | N | SWCA INCORPORATED | PROFESSIONAL SERVICES - HISTORIC PRE | 6,972.31 |
| 520012 | 7/16/2015 | N | THE GAS COMPANY Y | MONTHLY GAS CHARGES | 4,501.96 |
| 520017 | 7/16/2015 | N | TURBO DATA SYSTEMS INC | CITATION PROCESSING-JUNE 2015 | 11,942.61 |
| 520018 | 7/16/2015 | N | UNION BANK NA | LETTER OF CREDIT FEES | 17,247.47 |

5:20:40PM
7/16/2015

CITY OF MANHATTAN BEACH
WARRANT REGISTER
CHECKS EQUAL TO OR ABOVE
\$2,500.00

WARRANT BATCH NUMBER: **WR 28b**

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------------------|-----------|------|-------------------------------|-------------------------------------|-------------------|
| 520023 | 7/16/2015 | N | VERIZON CALIFORNIA INC | TELEPHONE SERVICE | 11,108.87 |
| 520024 | 7/16/2015 | N | WALTERS WHOLESALE ELECTRIC CO | ELECTRICAL SUPPLIES | 8,426.70 |
| 520025 | 7/16/2015 | N | WASTE MANAGEMENT INC | JUNE 2015 REFUSE | 283,416.66 |
| 520027 | 7/16/2015 | N | XEROX CORPORATION | MULTI MACHINES LEASE & BASE BUSINES | 9,579.90 |
| SUBTOTAL | | | | | 929,859.63 |
| COMBINED TOTAL | | | | | 929,859.63 |

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

Report of Warrant Disbursements
wr 28b

| Fund | Description | Amount |
|------|----------------------|-------------------|
| 100 | General | 317,662.55 |
| 201 | Street Light | 28,278.66 |
| 205 | Streets & Highways | 70,735.85 |
| 210 | Asset Forfeiture | 156.21 |
| 211 | Police Grant | 13,680.00 |
| 230 | Prop A | 1,225.93 |
| 401 | Capital Improvements | 12,440.00 |
| 501 | Water | 44,627.00 |
| 502 | Storm | 25,999.35 |
| 503 | Waste Water | 20,323.03 |
| 510 | Refuse | 295,656.84 |
| 520 | Parking | 38,097.89 |
| 521 | County Parking Lot | 1,582.88 |
| 522 | State Pier Lots | 7,961.26 |
| 601 | Insurance | 436.47 |
| 605 | Information Services | 15,814.81 |
| 610 | Vehicle Fleet | 40,132.23 |
| 615 | Building Maintenance | 38,296.38 |
| 802 | Trust Deposit | 2,159.10 |
| | | <u>975,266.44</u> |
| | | <u>975,266.44</u> |

wr 28b

Report of P-Card Transactions

| Account Date | Department Management Services | Amount |
|-----------------|-----------------------------------|----------|
| 100-11-011-5201 | Office Supplies | |
| 06/25/2015 | OFFICE DEPOT #5125 | 86.31 |
| 100-11-011-5201 | Office Supplies | 86.31 |
| 100-11-011-5203 | Reference Books & Periodicals | |
| 06/25/2015 | LULU PRESS INC | 139.41 |
| 100-11-011-5203 | Reference Books & Periodicals | 139.41 |
| 100-11-011-5204 | Conferences & Meetings | |
| 06/25/2015 | HILTON HOTELS ADV DEP | 301.62 |
| 06/25/2015 | SOUTHWES 5262115489724 | 274.00 |
| 100-11-011-5204 | Conferences & Meetings | 575.62 |
| 100-11-011-5207 | Advertising | |
| 06/25/2015 | SIGNVERTISE | 921.05 |
| 06/25/2015 | SIGNVERTISE | 931.95 |
| 100-11-011-5207 | Advertising | 1,853.00 |
| 100-11-011-5217 | Departmental Supplies | |
| 06/25/2015 | AMAZON.COM | 65.37 |
| 06/25/2015 | BELLOWS PHOTOGRAPHY | 298.66 |
| 06/25/2015 | FRESH BROTHERS | 164.13 |
| 06/25/2015 | JERSEY MIKES SUBS#20033 | 130.00 |
| 06/25/2015 | JERSEY MIKES SUBS#20033 | 163.90 |
| 06/25/2015 | LE PAIN QUOTIDIEN | 21.49 |
| 06/25/2015 | PARADISE AWARDS | 136.25 |
| 06/25/2015 | PRESENTA PLAQUE CORPORATI | 26.74 |
| 06/25/2015 | RALPHS #0166 | 11.18 |
| 06/25/2015 | SION MEXICAN RESTAURAN | 282.31 |
| 06/25/2015 | SMARTNFINAL32210303220 | 33.96 |
| 06/25/2015 | SUBWAY 03146693 | 12.00 |
| 06/25/2015 | VONS STORE00022756 | 16.48 |
| 06/25/2015 | WHICH WICH #162 | 255.00 |
| 100-11-011-5217 | Departmental Supplies | 1,617.47 |
| 100-11-011-5225 | Printing | |
| 06/25/2015 | SMARTSOURCE OF CALIF | 56.68 |
| 100-11-011-5225 | Printing | 56.68 |
| 100-11-021-5104 | Computer Contract Services | |
| 06/25/2015 | AVANGATE*KEEP&SHARE | 9.00 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Management Services | Amount |
|-----------------|-----------------------------------|----------|
| 100-11-021-5104 | Computer Contract Services | 9.00 |
| 100-11-021-5201 | Office Supplies | |
| 06/25/2015 | OFFICE DEPOT 1135 | 4.71 |
| 06/25/2015 | OFFICE DEPOT 1135 | 43.49 |
| 06/25/2015 | OFFICE DEPOT #1078 | 4.71 |
| 06/25/2015 | OFFICE DEPOT #1165 | 153.30 |
| 06/25/2015 | OFFICE DEPOT #1170 | 87.03 |
| 06/25/2015 | OFFICE DEPOT #2740 | 34.51 |
| 06/25/2015 | OFFICE DEPOT #5101 | 17.43 |
| 06/25/2015 | OFFICE DEPOT #5125 | 108.31 |
| 06/25/2015 | OFFICE DEPOT #5125 | 137.60 |
| 06/25/2015 | OFFICE DEPOT #5125 | 14.68 |
| 06/25/2015 | OFFICE DEPOT #5125 | 62.84 |
| 06/25/2015 | OFFICE DEPOT #5125 | 64.22 |
| 06/25/2015 | OFFICE DEPOT #5125 | 82.96 |
| 06/25/2015 | OFFICE DEPOT #5125 | 87.93 |
| 100-11-021-5201 | Office Supplies | 903.72 |
| 100-11-021-5202 | Memberships & Dues | |
| 06/25/2015 | PAYPAL *CA CM FOUND | 400.00 |
| 100-11-021-5202 | Memberships & Dues | 400.00 |
| 100-11-021-5203 | Reference Books & Periodicals | |
| 06/25/2015 | AMAZON.COM | 271.50 |
| 100-11-021-5203 | Reference Books & Periodicals | 271.50 |
| 100-11-021-5204 | Conferences & Meetings | |
| 06/25/2015 | EB WLG AUGUST ROUNDTA | 10.00 |
| 06/25/2015 | ICMA INTERNET | 655.00 |
| 06/25/2015 | ICMA INTERNET | 655.00 |
| 06/25/2015 | INDEPENDENT CITIES A | 650.00 |
| 06/25/2015 | LEAGUE OF CALIFORNIA CIT | 500.00 |
| 06/25/2015 | LEAGUE OF CALIFORNIA CIT | 500.00 |
| 06/25/2015 | LEAGUE OF CALIFORNIA CIT | 500.00 |
| 06/25/2015 | RANCHO BERNARDO INN | 264.73 |
| 06/25/2015 | UNITED 0162453773463 | 215.10 |
| 06/25/2015 | UNITED 0162927051879 | 36.00 |
| 100-11-021-5204 | Conferences & Meetings | 3,985.83 |
| 100-11-021-5217 | Departmental Supplies | |
| 06/25/2015 | APL* ITUNES.COM/BILL | 0.99 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Management Services | Amount |
|-----------------|-----------------------------------|-------------------------|
| 06/25/2015 | APL* ITUNES.COM/BILL | 129.99 |
| 06/25/2015 | PRESENTA PLAQUE CORPORATI | 578.36 |
| 06/25/2015 | THE KETTLE RESTAURANT | 42.32 |
| 06/25/2015 | THE LOCAL YOLK | 34.34 |
| 06/25/2015 | TRADER JOE'S #106 QPS | 23.46 |
| 06/25/2015 | UBER TECHNOLOGIES INC | 6.68 |
| 100-11-021-5217 | Departmental Supplies | <u>816.14</u> |
| 100-11-041-5101 | Contract Services | |
| 06/25/2015 | THE SUTTA COMPANY | 3.75 |
| 100-11-041-5101 | Contract Services | <u>3.75</u> |
| 11 | Management Services | <u><u>10,718.43</u></u> |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Finance | Amount |
|-----------------|--------------------------------|----------|
| 100-12-011-5101 | Contract Services | |
| 06/25/2015 | THE SUTTA COMPANY | 3.75 |
| 100-12-011-5101 | Contract Services | 3.75 |
| 100-12-011-5201 | Office Supplies | |
| 06/25/2015 | OFFICE DEPOT #5125 | 112.26 |
| 06/25/2015 | OFFICE DEPOT #5125 | 112.91 |
| 06/25/2015 | OFFICE DEPOT #5125 | 185.07 |
| 06/25/2015 | OFFICE DEPOT #5125 | 265.26 |
| 06/25/2015 | OFFICE DEPOT #5125 | 42.28 |
| 06/25/2015 | OFFICE DEPOT #5125 | 6.03 |
| 100-12-011-5201 | Office Supplies | 723.81 |
| 100-12-011-5217 | Departmental Supplies | |
| 06/25/2015 | PIT FIRE ARTISAN PIZZA | 311.74 |
| 06/25/2015 | SMARTNFINAL30610303063 | 27.01 |
| 100-12-011-5217 | Departmental Supplies | 338.75 |
| 100-12-041-5202 | Memberships & Dues | |
| 06/25/2015 | CALIFORNIA CHAPTER OF N | 25.00 |
| 06/25/2015 | CALIFORNIA CHAPTER OF N | 25.00 |
| 100-12-041-5202 | Memberships & Dues | 50.00 |
| 100-12-041-5205 | Training | |
| 06/25/2015 | MUNICIPAL MANAGEMENT ASSO | 95.00 |
| 100-12-041-5205 | Training | 95.00 |
| 100-12-052-5104 | Computer Contract Services | |
| 06/25/2015 | AMAZON WEB SERVICES | 465.64 |
| 100-12-052-5104 | Computer Contract Services | 465.64 |
| 605-12-051-5104 | Computer Contract Services | |
| 06/25/2015 | STK*SHUTTERSTOCK, INC. | 199.00 |
| 06/25/2015 | VECTOR RESOURCES, INC | 246.67 |
| 605-12-051-5104 | Computer Contract Services | 445.67 |
| 605-12-051-5210 | Computers, Supplies & Software | |
| 06/25/2015 | AMAZON MKTPLACE PMTS | 129.15 |
| 06/25/2015 | AMAZON MKTPLACE PMTS | 1,378.54 |
| 06/25/2015 | AMAZON MKTPLACE PMTS | 64.53 |
| 06/25/2015 | BIG LOTS STORES - #4111 | 181.70 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Finance | Amount |
|-----------------|--------------------------------|-----------|
| 06/25/2015 | BIG LOTS STORES - #4136 | 155.00 |
| 06/25/2015 | DMI* DELL K-12/GOVT | 1,161.01 |
| 06/25/2015 | DMI* DELL K-12/GOVT | 2,109.94 |
| 06/25/2015 | FRY'S ELECTRONICS #5 | 130.77 |
| 06/25/2015 | FRY'S ELECTRONICS #5 | 433.02 |
| 06/25/2015 | IDU*INSIGHT PUBLIC SEC | 148.18 |
| 06/25/2015 | IDU*INSIGHT PUBLIC SEC | 1,715.70 |
| 06/25/2015 | IDU*INSIGHT PUBLIC SEC | -1,998.72 |
| 06/25/2015 | K&F ASSOCIATES | -2.19 |
| 06/25/2015 | LASER ZONE I INC | 299.00 |
| 06/25/2015 | THE HOME DEPOT 618 | 41.06 |
| 605-12-051-5210 | Computers, Supplies & Software | 5,946.69 |
| 605-12-051-5213 | Computer Maintenance & Repairs | |
| 06/25/2015 | LASER ZONE I INC | 299.00 |
| 06/25/2015 | LASER ZONE I INC | 509.74 |
| 06/25/2015 | LASER ZONE I INC | 70.84 |
| 605-12-051-5213 | Computer Maintenance & Repairs | 879.58 |
| 615-12-042-5101 | Contract Services | |
| 06/25/2015 | GOURMETCOFFEESERVICE,INC | 1,275.06 |
| 06/25/2015 | GOURMETCOFFEESERVICE,INC | 129.90 |
| 06/25/2015 | GOURMETCOFFEESERVICE,INC | 268.81 |
| 06/25/2015 | DS SERVICES STANDARD COFF | 788.00 |
| 06/25/2015 | PITNEY BOWES CREDIT | 913.41 |
| 06/25/2015 | SUPERIOR PLANT SCAPES | 247.00 |
| 615-12-042-5101 | Contract Services | 3,622.18 |
| 615-12-042-5211 | Automotive Parts | |
| 06/25/2015 | CORE PRODUCTS | 1,863.80 |
| 06/25/2015 | EDDINGS 0026741 | 214.89 |
| 06/25/2015 | GOODYEAR TIRE&RUBBER CO | 2,342.37 |
| 06/25/2015 | GOODYEAR TIRE&RUBBER CO | 929.39 |
| 615-12-042-5211 | Automotive Parts | 5,350.45 |
| 615-12-042-5222 | Warehouse Inventory Purchases | |
| 06/25/2015 | CCP INDUSTRIES | 153.82 |
| 06/25/2015 | OFFICE DEPOT #5125 | 1,791.02 |
| 06/25/2015 | OFFICE DEPOT #5125 | 268.12 |
| 06/25/2015 | SUPPLYWORKS | 1,550.17 |
| 06/25/2015 | SUPPLYWORKS | 6.30 |
| 06/25/2015 | SUPPLYWORKS | 63.00 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Finance | Amount |
|-----------------|-------------------------------|------------------|
| 06/25/2015 | SUPPLYWORKS | 733.00 |
| 06/25/2015 | WESTSIDE BUILDING MATERI | 299.53 |
| 06/25/2015 | WESTSIDE BUILDING MATERI | 665.05 |
| 06/25/2015 | ZERO WASTE USA | 2,406.72 |
| 615-12-042-5222 | Warehouse Inventory Purchases | <u>7,936.73</u> |
| 12 | Finance | <u>25,858.25</u> |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Human Resources | Amount |
|-----------------|-------------------------------|---------|
| 100-13-011-5101 | Contract Services | |
| 06/25/2015 | THE SUTTA COMPANY | 3.75 |
| 100-13-011-5101 | Contract Services | 3.75 |
| 100-13-011-5201 | Office Supplies | |
| 06/25/2015 | OFFICE DEPOT #5125 | 109.09 |
| 100-13-011-5201 | Office Supplies | 109.09 |
| 100-13-011-5202 | Memberships & Dues | |
| 06/25/2015 | INTERNATIONAL PUBLIC MANA | 149.00 |
| 100-13-011-5202 | Memberships & Dues | 149.00 |
| 100-13-011-5204 | Conferences & Meetings | |
| 06/25/2015 | DIAMOND PARKING SP71 | 5.00 |
| 06/25/2015 | MARRIOTT 33790 ATL MARQUI | -230.84 |
| 06/25/2015 | PASEO PARKING GARAGES | 9.00 |
| 06/25/2015 | SOUTHWES 5262113297535 | 108.01 |
| 100-13-011-5204 | Conferences & Meetings | -108.83 |
| 100-13-011-5217 | Departmental Supplies | |
| 06/25/2015 | TRAINERS WAREHOUSE | 96.95 |
| 100-13-011-5217 | Departmental Supplies | 96.95 |
| 100-13-011-5218 | Recruitment Costs | |
| 06/25/2015 | CORNER BAKERY | 106.40 |
| 06/25/2015 | CORNER BAKERY | 66.20 |
| 06/25/2015 | KINGS HAWAIIAN RES | 8.30 |
| 06/25/2015 | MANHATTAN INN OPERATIN | 247.73 |
| 06/25/2015 | MANHATTAN INN OPERATIN | 247.73 |
| 06/25/2015 | ROCK'N FISH MANHATTAN | 124.38 |
| 06/25/2015 | SUBWAY 03146693 | 6.00 |
| 06/25/2015 | SUBWAY 03146693 | 6.00 |
| 06/25/2015 | VONS STORE00022756 | 16.92 |
| 06/25/2015 | VONS STORE00022756 | 20.21 |
| 100-13-011-5218 | Recruitment Costs | 849.87 |
| 100-13-011-5225 | Printing | |
| 06/25/2015 | SMARTSOURCE OF CALIF | 91.56 |
| 100-13-011-5225 | Printing | 91.56 |
| 601-13-021-5204 | Conferences & Meetings | |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Human Resources | Amount |
|-----------------|-------------------------------|----------------------|
| 06/25/2015 | HILTON HOTEL AMERICAS | 465.66 |
| 06/25/2015 | PAYPAL *COUNCILSELF | 75.00 |
| 06/25/2015 | UNITED 0162608262900 | 25.00 |
| 06/25/2015 | UNITED 0162608466826 | 25.00 |
| 601-13-021-5204 | Conferences & Meetings | <hr/> 590.66 |
| 601-13-021-5205 | Training | |
| 06/25/2015 | NICKCO MANHATTAN BEACH | 162.80 |
| 601-13-021-5205 | Training | <hr/> 162.80 |
| 13 | Human Resources | <hr/> <hr/> 1,944.85 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Recreation | Amount |
|-------------------------|----------------------------------|---------------|
| 100-14-011-5218 | Recruitment Costs | |
| 06/25/2015 | THE UPS STORE 1830 | 25.00 |
| 100-14-011-5218 | Recruitment Costs | <u>25.00</u> |
| 14 | Recreation | <u>25.00</u> |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Police | Amount |
|-----------------|----------------------------|----------|
| 100-15-011-5101 | Contract Services | |
| 06/25/2015 | DTV*DIRECTV SERVICE | 197.97 |
| 100-15-011-5101 | Contract Services | 197.97 |
| 100-15-011-5104 | Computer Contract Services | |
| 06/25/2015 | LOCATEPLUS | 104.95 |
| 100-15-011-5104 | Computer Contract Services | 104.95 |
| 100-15-011-5201 | Office Supplies | |
| 06/25/2015 | OFFICE DEPOT 1135 | 2.75 |
| 06/25/2015 | OFFICE DEPOT 1135 | 33.48 |
| 06/25/2015 | OFFICE DEPOT 1135 | 5.76 |
| 06/25/2015 | OFFICE DEPOT #1127 | 8.11 |
| 06/25/2015 | OFFICE DEPOT #2740 | 21.79 |
| 06/25/2015 | OFFICE DEPOT #5125 | 12.39 |
| 06/25/2015 | OFFICE DEPOT #5125 | 120.66 |
| 06/25/2015 | OFFICE DEPOT #5125 | 127.29 |
| 06/25/2015 | OFFICE DEPOT #5125 | 138.68 |
| 06/25/2015 | OFFICE DEPOT #5125 | 226.24 |
| 06/25/2015 | OFFICE DEPOT #5125 | 228.58 |
| 06/25/2015 | OFFICE DEPOT #5125 | 404.38 |
| 06/25/2015 | OFFICE DEPOT #5125 | 423.64 |
| 06/25/2015 | OFFICE DEPOT #5125 | 57.62 |
| 06/25/2015 | OFFICE DEPOT #5125 | 66.25 |
| 06/25/2015 | OFFICE DEPOT #5125 | 67.57 |
| 100-15-011-5201 | Office Supplies | 1,945.19 |
| 100-15-011-5204 | Conferences & Meetings | |
| 06/25/2015 | NOAH'S-ONLINE CATERING | 76.96 |
| 100-15-011-5204 | Conferences & Meetings | 76.96 |
| 100-15-011-5217 | Departmental Supplies | |
| 06/25/2015 | DOOLEY ENTERPRISES,INC | 1,655.10 |
| 06/25/2015 | ULINE *SHIP SUPPLIES | 470.32 |
| 100-15-011-5217 | Departmental Supplies | 2,125.42 |
| 100-15-021-5101 | Contract Services | |
| 06/25/2015 | METRO EXPRESS LANES | 40.00 |
| 100-15-021-5101 | Contract Services | 40.00 |
| 100-15-021-5202 | Memberships & Dues | |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Police | Amount |
|-----------------|---------------------------|----------|
| 06/25/2015 | IACP | 30.00 |
| 100-15-021-5202 | Memberships & Dues | 30.00 |
| 100-15-021-5217 | Departmental Supplies | |
| 06/25/2015 | FRIENDS FUR-EVER | 57.76 |
| 06/25/2015 | FRY'S ELECTRONICS #5 | 6.53 |
| 06/25/2015 | GOLDEN PACIFIC HCP | 877.50 |
| 06/25/2015 | PELICANCASES.COM | 86.05 |
| 100-15-021-5217 | Departmental Supplies | 1,027.84 |
| 100-15-031-5101 | Contract Services | |
| 06/25/2015 | LEXISNEXIS RISK DAT | 439.81 |
| 100-15-031-5101 | Contract Services | 439.81 |
| 100-15-031-5202 | Memberships & Dues | |
| 06/25/2015 | PAYPAL *CALIFORNIAS | 300.00 |
| 100-15-031-5202 | Memberships & Dues | 300.00 |
| 100-15-031-5204 | Conferences & Meetings | |
| 06/25/2015 | NOAH'S BAGELS #2546 | 15.99 |
| 06/25/2015 | THE BEST DONUTS | 25.47 |
| 100-15-031-5204 | Conferences & Meetings | 41.46 |
| 100-15-031-5217 | Departmental Supplies | |
| 06/25/2015 | RADIOSHACK COR00135145 | 6.47 |
| 100-15-031-5217 | Departmental Supplies | 6.47 |
| 100-15-041-5101 | Contract Services | |
| 06/25/2015 | OFFICE DEPOT #5125 | 363.58 |
| 06/25/2015 | THE SUTTA COMPANY | 37.75 |
| 100-15-041-5101 | Contract Services | 401.33 |
| 100-15-041-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | WESTWAY UNIFORMS INC | 206.93 |
| 100-15-041-5206 | Uniforms/Safety Equipment | 206.93 |
| 100-15-041-5217 | Departmental Supplies | |
| 06/25/2015 | COPQUEST INC | 32.62 |
| 06/25/2015 | SMARTNFINAL52910305290 | 68.07 |
| 100-15-041-5217 | Departmental Supplies | 100.69 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Police | Amount |
|-----------------|--------------------------------|------------------|
| 100-15-051-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | IN *MANHATTAN STITCHING C | 493.75 |
| 100-15-051-5206 | Uniforms/Safety Equipment | <u>493.75</u> |
| 100-15-051-5217 | Departmental Supplies | |
| 06/25/2015 | CHILD AND FAMILY GUIDANCE | 13.40 |
| 06/25/2015 | NATIONAL NIGHT OUT | 450.24 |
| 06/25/2015 | SUBWAY 03146693 | 60.00 |
| 06/25/2015 | TARGET.COM * | 92.59 |
| 100-15-051-5217 | Departmental Supplies | <u>616.23</u> |
| 100-15-061-5205 | Training | |
| 06/25/2015 | BECKERS BAKERY | 45.00 |
| 100-15-061-5205 | Training | <u>45.00</u> |
| 100-15-071-5101 | Contract Services | |
| 06/25/2015 | MISSION LINEN | 359.76 |
| 100-15-071-5101 | Contract Services | <u>359.76</u> |
| 100-15-071-5217 | Departmental Supplies | |
| 06/25/2015 | BRADLEYS PLASTIC BAG CO | 181.19 |
| 100-15-071-5217 | Departmental Supplies | <u>181.19</u> |
| 100-15-081-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | EMBROIDME | 408.84 |
| 06/25/2015 | WESTWAY UNIFORMS INC | 468.20 |
| 06/25/2015 | WESTWAY UNIFORMS INC | 62.07 |
| 100-15-081-5206 | Uniforms/Safety Equipment | <u>939.11</u> |
| 210-15-203-5210 | Computers, Supplies & Software | |
| 06/25/2015 | COSTCO.COM *ONLINE | 1,402.99 |
| 210-15-203-5210 | Computers, Supplies & Software | <u>1,402.99</u> |
| 15 | Police | <u>11,083.05</u> |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Fire | Amount |
|-----------------|-------------------------------|----------|
| 100-16-011-5101 | Contract Services | |
| 06/25/2015 | THE SUTTA COMPANY | 5.00 |
| 06/25/2015 | THE UPS STORE 1830 | 25.00 |
| 100-16-011-5101 | Contract Services | 30.00 |
| 100-16-011-5204 | Conferences & Meetings | |
| 06/25/2015 | CITYOFSAC PARKINGFACGAR | 12.00 |
| 06/25/2015 | DELTA AIR 0062312919291 | 349.20 |
| 06/25/2015 | ENTERPRISE RENT-A-CAR | 19.56 |
| 06/25/2015 | IAFC FR1151 | 615.00 |
| 06/25/2015 | LAX AIRPORT LOT P 1 | 30.00 |
| 06/25/2015 | NOAH'S BAGELS #2546 | 44.97 |
| 06/25/2015 | SOUTHWES 5262114681610 | 301.00 |
| 100-16-011-5204 | Conferences & Meetings | 1,371.73 |
| 100-16-011-5217 | Departmental Supplies | |
| 06/25/2015 | FRY'S ELECTRONICS #5 | 94.81 |
| 100-16-011-5217 | Departmental Supplies | 94.81 |
| 100-16-011-6141 | Computer Equipment & Software | |
| 06/25/2015 | OTTERBOX/LIFEPROOF | 1,726.41 |
| 100-16-011-6141 | Computer Equipment & Software | 1,726.41 |
| 100-16-021-5204 | Conferences & Meetings | |
| 06/25/2015 | CAFE RIO MANHATTAN QPS | 14.04 |
| 06/25/2015 | RALPHS #0166 | 14.97 |
| 06/25/2015 | RALPHS #0166 | 24.22 |
| 100-16-021-5204 | Conferences & Meetings | 53.23 |
| 100-16-021-5205 | Training | |
| 06/25/2015 | METRO EXPRESS LANES | 80.00 |
| 06/25/2015 | PAYPAL *REDHELMETTR | 550.00 |
| 100-16-021-5205 | Training | 630.00 |
| 100-16-021-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | WITMER PUBLIC SAFETY G | 75.96 |
| 100-16-021-5206 | Uniforms/Safety Equipment | 75.96 |
| 100-16-023-5203 | Reference Books & Periodicals | |
| 06/25/2015 | FIREFIGHTERS BOOKSTRE | 173.61 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Fire | Amount |
|-----------------|-------------------------------|----------|
| 100-16-023-5203 | Reference Books & Periodicals | 173.61 |
| 100-16-023-5217 | Departmental Supplies | |
| 06/25/2015 | AMAZON MKTPLACE PMTS | 21.78 |
| 06/25/2015 | AMAZON MKTPLACE PMTS | 563.00 |
| 06/25/2015 | CONFINEDSPACE.COM | 1,558.70 |
| 06/25/2015 | GALLS INTERN* | 884.79 |
| 06/25/2015 | THE HOME DEPOT 618 | 292.32 |
| 100-16-023-5217 | Departmental Supplies | 3,320.59 |
| 100-16-031-5204 | Conferences & Meetings | |
| 06/25/2015 | IAFC FR1151 | 615.00 |
| 06/25/2015 | IAFC FR1151 | 670.00 |
| 100-16-031-5204 | Conferences & Meetings | 1,285.00 |
| 100-16-031-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | ALLSTAR FIRE EQUIPMENT | 818.97 |
| 100-16-031-5206 | Uniforms/Safety Equipment | 818.97 |
| 100-16-031-5217 | Departmental Supplies | |
| 06/25/2015 | ALLSTAR FIRE EQUIPMENT | 1,018.06 |
| 06/25/2015 | AT&T S849 5708 | 144.21 |
| 06/25/2015 | AW DIRECT | 66.50 |
| 06/25/2015 | DE WILLIAMS SHIELDS | 203.40 |
| 06/25/2015 | DIVE N SURF | 183.10 |
| 06/25/2015 | DIVE N SURF | 250.70 |
| 06/25/2015 | DIVE N SURF | 409.27 |
| 06/25/2015 | PAYPAL *REDHELMETTR | 225.00 |
| 06/25/2015 | RALPHS #0166 | 19.61 |
| 06/25/2015 | TARGET 00001990 | 32.69 |
| 06/25/2015 | THE HOME DEPOT 620 | 9.79 |
| 100-16-031-5217 | Departmental Supplies | 2,562.33 |
| 100-16-041-5101 | Contract Services | |
| 06/25/2015 | EMSP 0312 | 250.00 |
| 100-16-041-5101 | Contract Services | 250.00 |
| 100-16-041-5214 | Employee Awards & Events | |
| 06/25/2015 | ROUND TABLE PIZZA | 50.58 |
| 100-16-041-5214 | Employee Awards & Events | 50.58 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Fire | Amount |
|-----------------|--------------------------|-----------|
| 100-16-041-5217 | Departmental Supplies | |
| 06/25/2015 | BOUND TREE MEDICAL LLC | 1,282.77 |
| 06/25/2015 | BOUND TREE MEDICAL LLC | 1,359.29 |
| 06/25/2015 | BOUND TREE MEDICAL LLC | 220.16 |
| 06/25/2015 | BOUND TREE MEDICAL LLC | 220.16 |
| 06/25/2015 | BOUND TREE MEDICAL LLC | 42.90 |
| 100-16-041-5217 | Departmental Supplies | 3,125.28 |
| 100-16-052-5217 | Departmental Supplies | |
| 06/25/2015 | ANY LAMINATING SERVICE I | 499.59 |
| 06/25/2015 | FIRSTAIDCPR | 462.24 |
| 06/25/2015 | NOAH'S BAGELS #2546 | 25.48 |
| 06/25/2015 | ROUND TABLE PIZZA | 10.86 |
| 100-16-052-5217 | Departmental Supplies | 998.17 |
| 100-16-054-5205 | Training | |
| 06/25/2015 | ARC*SERVICES/TRAINING | 250.00 |
| 100-16-054-5205 | Training | 250.00 |
| 100-16-056-5217 | Departmental Supplies | |
| 06/25/2015 | FIRSTAIDCPR | 158.74 |
| 06/25/2015 | FIRSTAIDCPR | 222.43 |
| 06/25/2015 | NFPA NATL FIRE PROTECT | 636.14 |
| 06/25/2015 | SQ *ENRIQUETA JIMENEZ | 2,499.59 |
| 100-16-056-5217 | Departmental Supplies | 3,516.90 |
| 16 | Fire | 20,333.57 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Community Development | Amount |
|-----------------|--|------------------------|
| 100-17-011-5201 | Office Supplies | |
| 06/25/2015 | OFFICE DEPOT #5125 | 106.09 |
| 06/25/2015 | OFFICE DEPOT #5125 | 63.27 |
| 06/25/2015 | OFFICE DEPOT #5125 | 99.31 |
| 100-17-011-5201 | Office Supplies | <u>268.67</u> |
| 100-17-011-5217 | Departmental Supplies | |
| 06/25/2015 | NOAH'S BAGELS #2546 | 31.98 |
| 06/25/2015 | SUBWAY 03146693 | 48.80 |
| 100-17-011-5217 | Departmental Supplies | <u>80.78</u> |
| 100-17-021-5225 | Printing | |
| 06/25/2015 | SMARTSOURCE OF CALIF | 28.34 |
| 100-17-021-5225 | Printing | <u>28.34</u> |
| 100-17-032-5202 | Memberships & Dues | |
| 06/25/2015 | INT'L CODE COUNCIL INC | 87.50 |
| 100-17-032-5202 | Memberships & Dues | <u>87.50</u> |
| 100-17-032-5225 | Printing | |
| 06/25/2015 | SMARTSOURCE OF CALIF | 134.59 |
| 100-17-032-5225 | Printing | <u>134.59</u> |
| 100-17-051-5217 | Departmental Supplies | |
| 06/25/2015 | VONS STORE00022756 | 15.00 |
| 06/25/2015 | VONS STORE00022756 | 27.96 |
| 100-17-051-5217 | Departmental Supplies | <u>42.96</u> |
| 100-17-051-5225 | Printing | |
| 06/25/2015 | PAYPAL *CITYTRAFFIC | 1,410.00 |
| 100-17-051-5225 | Printing | <u>1,410.00</u> |
| 17 | Community Development | <u><u>2,052.84</u></u> |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-----------------|--------------------------------|----------|
| 100-18-011-5201 | Office Supplies | |
| 06/25/2015 | AMAZON MKTPLACE PMTS | 29.28 |
| 06/25/2015 | AMERICAN PUBLIC WORKS | 25.00 |
| 06/25/2015 | OFFICE DEPOT 1135 | 11.98 |
| 06/25/2015 | OFFICE DEPOT 1135 | 21.57 |
| 06/25/2015 | OFFICE DEPOT #2403 | 62.56 |
| 06/25/2015 | OFFICE DEPOT #2740 | 123.24 |
| 06/25/2015 | OFFICE DEPOT #2740 | 9.08 |
| 06/25/2015 | OFFICE DEPOT #5101 | 1.83 |
| 06/25/2015 | OFFICE DEPOT #5101 | 24.07 |
| 06/25/2015 | OFFICE DEPOT #5125 | 121.60 |
| 06/25/2015 | OFFICE DEPOT #5125 | 152.55 |
| 06/25/2015 | OFFICE DEPOT #5125 | 197.16 |
| 06/25/2015 | OFFICE DEPOT #5125 | 2.62 |
| 06/25/2015 | OFFICE DEPOT #5125 | 40.54 |
| 06/25/2015 | OFFICE DEPOT #5125 | 64.43 |
| 06/25/2015 | OFFICE DEPOT #5125 | 7.27 |
| 06/25/2015 | OFFICE DEPOT #5125 | 94.63 |
| 06/25/2015 | OFFICE DEPOT #878 | 47.92 |
| 06/25/2015 | TARGET 00001990 | -30.51 |
| 100-18-011-5201 | Office Supplies | 1,006.82 |
| 100-18-011-5204 | Conferences & Meetings | |
| 06/25/2015 | TARGET 00001990 | 8.40 |
| 100-18-011-5204 | Conferences & Meetings | 8.40 |
| 100-18-011-5210 | Computers, Supplies & Software | |
| 06/25/2015 | APL* ITUNES.COM/BILL | 99.99 |
| 06/25/2015 | BEST BUY MHT 00010090 | 82.83 |
| 06/25/2015 | BROOKSTONE 203 | 102.81 |
| 100-18-011-5210 | Computers, Supplies & Software | 285.63 |
| 100-18-011-5217 | Departmental Supplies | |
| 06/25/2015 | BEST BUY MHT 00010090 | 55.58 |
| 06/25/2015 | FRANKLINCOVEYPRODUCTS | 40.45 |
| 06/25/2015 | FRY'S ELECTRONICS #5 | 241.96 |
| 06/25/2015 | TARGET 00001990 | 33.77 |
| 06/25/2015 | UNION PIZZA COMPANY | 126.17 |
| 100-18-011-5217 | Departmental Supplies | 497.93 |
| 100-18-021-5217 | Departmental Supplies | |
| 06/25/2015 | AMAZON MKTPLACE PMTS | 16.13 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-----------------|----------------------------|----------|
| 06/25/2015 | BEST BUY 00009720 | 454.42 |
| 06/25/2015 | BEST BUY 00009720 | 65.77 |
| 06/25/2015 | CANON SOLUTIONS AMERIC | 242.66 |
| 06/25/2015 | OFFICE DEPOT #5125 | 20.60 |
| 06/25/2015 | OFFICE DEPOT #5125 | 805.48 |
| 100-18-021-5217 | Departmental Supplies | 1,605.06 |
| 100-18-021-5225 | Printing | |
| 06/25/2015 | SMARTSOURCE OF CALIF | 89.40 |
| 100-18-021-5225 | Printing | 89.40 |
| 100-18-032-5101 | Contract Services | |
| 06/25/2015 | LOMITA MOWER AND SAW SHOP | 246.24 |
| 06/25/2015 | SQ *PRECISION CONCRETE CU | 2,300.00 |
| 06/25/2015 | USA MOBILITY WIRELE | 1.96 |
| 100-18-032-5101 | Contract Services | 2,548.20 |
| 100-18-032-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | IN *MANHATTAN STITCHING C | 430.18 |
| 100-18-032-5206 | Uniforms/Safety Equipment | 430.18 |
| 100-18-032-5214 | Employee Awards & Events | |
| 06/25/2015 | RALPHS #0166 | 14.53 |
| 100-18-032-5214 | Employee Awards & Events | 14.53 |
| 100-18-032-5217 | Departmental Supplies | |
| 06/25/2015 | BEST BUY 00009720 | 56.67 |
| 06/25/2015 | BEST BUY 00009720 | 75.75 |
| 06/25/2015 | CLORE AUTOMOTIVE LLC | 34.69 |
| 06/25/2015 | MOMAR | 551.77 |
| 06/25/2015 | MUTUAL LIQUID GAS EQUIP | 94.68 |
| 06/25/2015 | PEPBOYS STORE 814 | -245.24 |
| 06/25/2015 | PEPBOYS STORE 814 | 245.24 |
| 06/25/2015 | SHAMROCK SUPPLY CO | 95.92 |
| 06/25/2015 | THE HOME DEPOT 620 | 131.57 |
| 06/25/2015 | THE HOME DEPOT 620 | 23.96 |
| 06/25/2015 | THE HOME DEPOT 620 | 23.96 |
| 06/25/2015 | THE HOME DEPOT 620 | 25.52 |
| 06/25/2015 | THE HOME DEPOT 620 | 77.16 |
| 06/25/2015 | THE HOME DEPOT 620 | 98.27 |
| 100-18-032-5217 | Departmental Supplies | 1,289.92 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-------------------------|------------------------------------|-----------------|
| 100-18-034-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | IN *MANHATTAN STITCHING C | 86.02 |
| 100-18-034-5206 | Uniforms/Safety Equipment | <u>86.02</u> |
| 100-18-034-5217 | Departmental Supplies | |
| 06/25/2015 | MANERI SIGN CO | 1,147.23 |
| 06/25/2015 | MANERI SIGN CO | 1,618.66 |
| 06/25/2015 | MANERI SIGN CO | -2,992.06 |
| 06/25/2015 | MANERI SIGN CO | 675.80 |
| 100-18-034-5217 | Departmental Supplies | <u>449.63</u> |
| 100-18-042-5101 | Contract Services | |
| 06/25/2015 | B & M GLASS | 121.00 |
| 06/25/2015 | SQ *PRECISION CONCRETE CU | 2,480.00 |
| 100-18-042-5101 | Contract Services | <u>2,601.00</u> |
| 100-18-042-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | IN *MANHATTAN STITCHING C | 86.02 |
| 100-18-042-5206 | Uniforms/Safety Equipment | <u>86.02</u> |
| 100-18-042-5217 | Departmental Supplies | |
| 06/25/2015 | FRY'S ELECTRONICS #5 | 244.12 |
| 06/25/2015 | MASTER HALCO INC 001 | 1,022.64 |
| 06/25/2015 | SHAMROCK SUPPLY CO | 480.19 |
| 06/25/2015 | SIMS WELDING SUPPL | 149.56 |
| 06/25/2015 | THE HOME DEPOT 620 | 347.90 |
| 06/25/2015 | THE HOME DEPOT 620 | 48.95 |
| 100-18-042-5217 | Departmental Supplies | <u>2,293.36</u> |
| 100-18-043-5217 | Departmental Supplies | |
| 06/25/2015 | STOVER SEED COMPANY | 1,035.50 |
| 100-18-043-5217 | Departmental Supplies | <u>1,035.50</u> |
| 201-18-121-5217 | Departmental Supplies | |
| 06/25/2015 | ARMORCAST PRODUCTS CO | 1,326.38 |
| 201-18-121-5217 | Departmental Supplies | <u>1,326.38</u> |
| 501-18-211-5217 | Departmental Supplies | |
| 06/25/2015 | BEST BUY MHT 00010116 | 38.12 |
| 501-18-211-5217 | Departmental Supplies | <u>38.12</u> |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-----------------|----------------------------|----------|
| 501-18-221-5205 | Training | |
| 06/25/2015 | WESTEC | 200.00 |
| 501-18-221-5205 | Training | 200.00 |
| 501-18-231-5101 | Contract Services | |
| 06/25/2015 | USA MOBILITY WIRELE | 4.89 |
| 501-18-231-5101 | Contract Services | 4.89 |
| 501-18-231-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | IN *MANHATTAN STITCHING C | 172.06 |
| 501-18-231-5206 | Uniforms/Safety Equipment | 172.06 |
| 501-18-231-5217 | Departmental Supplies | |
| 06/25/2015 | THERMOTRONICS | 1,269.52 |
| 06/25/2015 | TRIANGLE HARDWARE | 45.69 |
| 501-18-231-5217 | Departmental Supplies | 1,315.21 |
| 501-18-241-5202 | Memberships & Dues | |
| 06/25/2015 | OWPSACSTATE | 112.68 |
| 501-18-241-5202 | Memberships & Dues | 112.68 |
| 501-18-241-5205 | Training | |
| 06/25/2015 | CA-NV SECTION, AWWA | 90.00 |
| 501-18-241-5205 | Training | 90.00 |
| 501-18-241-5217 | Departmental Supplies | |
| 06/25/2015 | AQUA-FLO SUPPLY - WEST | 68.59 |
| 06/25/2015 | DFW PLASTICS | 2,230.75 |
| 06/25/2015 | FERGUSON ENT #1083 | 146.14 |
| 06/25/2015 | FERGUSON ENT #1083 | 1,580.50 |
| 06/25/2015 | FERGUSON ENT #1112 | 358.99 |
| 06/25/2015 | HUGHES SUPPLY | 766.04 |
| 06/25/2015 | S AND J SUPPLY CO SFS | 493.90 |
| 06/25/2015 | THE HOME DEPOT 620 | 1,134.41 |
| 06/25/2015 | VALLEY POWER SYSTEMS | -611.68 |
| 06/25/2015 | VALLEY POWER SYSTEMS | 620.21 |
| 06/25/2015 | WATERLINE TECHNOLOGIES IN | 1,247.61 |
| 06/25/2015 | WATERLINE TECHNOLOGIES IN | 1,422.54 |
| 06/25/2015 | WATERLINE TECHNOLOGIES IN | 596.80 |
| 06/25/2015 | WATERLINE TECHNOLOGIES IN | 637.96 |
| 06/25/2015 | WW GRAINGER | 244.43 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-----------------|-----------------------------------|-----------|
| 06/25/2015 | WW GRAINGER | 647.04 |
| 501-18-241-5217 | Departmental Supplies | 11,584.23 |
| 501-18-251-5101 | Contract Services | |
| 06/25/2015 | TRUSTED TRANSLATIONS | 100.00 |
| 06/25/2015 | USA MOBILITY WIRELE | 1.96 |
| 501-18-251-5101 | Contract Services | 101.96 |
| 501-18-251-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | IN *MANHATTAN STITCHING C | 516.22 |
| 06/25/2015 | RED WING SHOE STORE 0 | 245.51 |
| 501-18-251-5206 | Uniforms/Safety Equipment | 761.73 |
| 501-18-251-5217 | Departmental Supplies | |
| 06/25/2015 | BEST BUY 00009720 | 75.75 |
| 06/25/2015 | INTERBANKECHANGE LLC | 126.00 |
| 06/25/2015 | INTERBANKECHANGE LLC | 873.95 |
| 501-18-251-5217 | Departmental Supplies | 1,075.70 |
| 502-18-311-5101 | Contract Services | |
| 06/25/2015 | TRAFFIC MANAGEMENT - SIG | 425.00 |
| 502-18-311-5101 | Contract Services | 425.00 |
| 502-18-311-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | IN *MANHATTAN STITCHING C | 172.06 |
| 502-18-311-5206 | Uniforms/Safety Equipment | 172.06 |
| 502-18-311-5217 | Departmental Supplies | |
| 06/25/2015 | USA BLUE BOOK | 49.48 |
| 06/25/2015 | USA BLUE BOOK | 587.48 |
| 502-18-311-5217 | Departmental Supplies | 636.96 |
| 503-18-321-5101 | Contract Services | |
| 06/25/2015 | USA MOBILITY WIRELE | 3.92 |
| 503-18-321-5101 | Contract Services | 3.92 |
| 503-18-321-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | IN *MANHATTAN STITCHING C | 172.06 |
| 503-18-321-5206 | Uniforms/Safety Equipment | 172.06 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-----------------|----------------------------|-----------------|
| 503-18-321-5217 | Departmental Supplies | |
| 06/25/2015 | BEST BUY 00009720 | 56.67 |
| 06/25/2015 | BEST BUY 00009720 | 75.75 |
| 06/25/2015 | INTERBANKECHANGE LLC | 126.00 |
| 06/25/2015 | INTERBANKECHANGE LLC | 873.95 |
| 06/25/2015 | PLUMBERS DEPOT INC | 1,407.97 |
| 503-18-321-5217 | Departmental Supplies | <u>2,540.34</u> |
| 510-18-411-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | IN *MANHATTAN STITCHING C | 86.02 |
| 510-18-411-5206 | Uniforms/Safety Equipment | <u>86.02</u> |
| 520-18-511-5101 | Contract Services | |
| 06/25/2015 | USA MOBILITY WIRELE | 1.96 |
| 520-18-511-5101 | Contract Services | <u>1.96</u> |
| 520-18-511-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | IN *MANHATTAN STITCHING C | 172.06 |
| 520-18-511-5206 | Uniforms/Safety Equipment | <u>172.06</u> |
| 520-18-511-5217 | Departmental Supplies | |
| 06/25/2015 | SAFEWAY SIGN CO | 1,648.08 |
| 06/25/2015 | THE HOME DEPOT 620 | 18.50 |
| 520-18-511-5217 | Departmental Supplies | <u>1,666.58</u> |
| 521-18-513-5217 | Departmental Supplies | |
| 06/25/2015 | IN *ADVANTAGE LIGHTING SO | 2,479.97 |
| 521-18-513-5217 | Departmental Supplies | <u>2,479.97</u> |
| 521-18-514-5217 | Departmental Supplies | |
| 06/25/2015 | MOMAR | 212.61 |
| 521-18-514-5217 | Departmental Supplies | <u>212.61</u> |
| 522-18-512-5217 | Departmental Supplies | |
| 06/25/2015 | NCH CORPORATION | 313.63 |
| 06/25/2015 | NCH CORPORATION | 315.81 |
| 522-18-512-5217 | Departmental Supplies | <u>629.44</u> |
| 522-18-512-5501 | Telephone | |
| 06/25/2015 | PACIFIC TELEMANAGEMENT | 70.00 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-----------------|-----------------------------------|----------|
| 522-18-512-5501 | Telephone | 70.00 |
| 610-18-611-5101 | Contract Services | |
| 06/25/2015 | ALLDATA CORP #8601 | 1,062.75 |
| 06/25/2015 | AT&T S849 5708 | 52.65 |
| 610-18-611-5101 | Contract Services | 1,115.40 |
| 610-18-611-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | IN *MANHATTAN STITCHING C | 172.06 |
| 06/25/2015 | RED WING SHOE STORE 0 | 236.25 |
| 610-18-611-5206 | Uniforms/Safety Equipment | 408.31 |
| 610-18-611-5209 | Tools & Minor Equipment | |
| 06/25/2015 | AW DIRECT | 34.88 |
| 610-18-611-5209 | Tools & Minor Equipment | 34.88 |
| 610-18-611-5210 | Computers, Supplies & Software | |
| 06/25/2015 | E.J. WARD, INC | 1,486.87 |
| 06/25/2015 | HP SERVICES | 1,221.81 |
| 610-18-611-5210 | Computers, Supplies & Software | 2,708.68 |
| 610-18-611-5211 | Automotive Parts | |
| 06/25/2015 | A-Z BUS SALES | 273.86 |
| 06/25/2015 | EDDINGS 0026741 | 10.30 |
| 06/25/2015 | EDDINGS 0026741 | 125.47 |
| 06/25/2015 | EDDINGS 0026741 | 127.16 |
| 06/25/2015 | EDDINGS 0026741 | 13.57 |
| 06/25/2015 | EDDINGS 0026741 | 139.16 |
| 06/25/2015 | EDDINGS 0026741 | 15.89 |
| 06/25/2015 | EDDINGS 0026741 | 18.93 |
| 06/25/2015 | EDDINGS 0026741 | 19.89 |
| 06/25/2015 | EDDINGS 0026741 | 20.70 |
| 06/25/2015 | EDDINGS 0026741 | -211.46 |
| 06/25/2015 | EDDINGS 0026741 | 211.46 |
| 06/25/2015 | EDDINGS 0026741 | 238.71 |
| 06/25/2015 | EDDINGS 0026741 | 240.55 |
| 06/25/2015 | EDDINGS 0026741 | 27.14 |
| 06/25/2015 | EDDINGS 0026741 | 3.59 |
| 06/25/2015 | EDDINGS 0026741 | 32.14 |
| 06/25/2015 | EDDINGS 0026741 | 36.01 |
| 06/25/2015 | EDDINGS 0026741 | 37.80 |
| 06/25/2015 | EDDINGS 0026741 | -407.06 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-----------------|----------------------------|----------|
| 06/25/2015 | EDDINGS 0026741 | 47.63 |
| 06/25/2015 | EDDINGS 0026741 | 47.94 |
| 06/25/2015 | EDDINGS 0026741 | 5.04 |
| 06/25/2015 | EDDINGS 0026741 | 58.82 |
| 06/25/2015 | EDDINGS 0026741 | 6.45 |
| 06/25/2015 | EDDINGS 0026741 | 6.76 |
| 06/25/2015 | EDDINGS 0026741 | -61.35 |
| 06/25/2015 | EDDINGS 0026741 | 62.27 |
| 06/25/2015 | EDDINGS 0026741 | 8.08 |
| 06/25/2015 | EDDINGS 0026741 | -88.93 |
| 06/25/2015 | FIRESTONE 011819 | 828.40 |
| 06/25/2015 | LED LIGHTING | 808.76 |
| 06/25/2015 | MARTIN CHEVROLET | 106.10 |
| 06/25/2015 | MARTIN CHEVROLET | 141.91 |
| 06/25/2015 | MATHESON-308 | 58.22 |
| 06/25/2015 | MUTUAL LIQUID GAS EQUIP | 111.79 |
| 06/25/2015 | SOUTH BAY FORD | 121.50 |
| 06/25/2015 | SOUTH BAY FORD | 90.66 |
| 06/25/2015 | STEVES LOCK&SAFE | 26.16 |
| 06/25/2015 | STEVES LOCK&SAFE | 38.15 |
| 06/25/2015 | THE HOME DEPOT #6855 | 32.16 |
| 06/25/2015 | THE HOME DEPOT 620 | 280.06 |
| 06/25/2015 | WW GRAINGER | 58.44 |
| 06/25/2015 | WWW.SUPERBRIGHTLEDS.COM | 115.29 |
| 610-18-611-5211 | Automotive Parts | 3,884.12 |
| | | |
| 610-18-611-5217 | Departmental Supplies | |
| 06/25/2015 | BEST BUY 00009720 | 75.75 |
| 06/25/2015 | EDDINGS 0026741 | 15.25 |
| 06/25/2015 | EDDINGS 0026741 | 5.77 |
| 06/25/2015 | EDDINGS 0026741 | 65.14 |
| 06/25/2015 | GIFT THEORY CLOCKWAY | 65.84 |
| 610-18-611-5217 | Departmental Supplies | 227.75 |
| | | |
| 610-18-611-5226 | Automotive Fuel | |
| 06/25/2015 | ROSEMEAD OIL PRODUCTS INC | 1,258.51 |
| 06/25/2015 | ROSEMEAD OIL PRODUCTS INC | 1,895.94 |
| 610-18-611-5226 | Automotive Fuel | 3,154.45 |
| | | |
| 615-18-041-5101 | Contract Services | |
| 06/25/2015 | REDONDO VAN & STORAGE | 2,007.00 |
| 06/25/2015 | SOUTH BAY APPLIANC | 840.56 |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

| Account Date | Department Public Works | Amount |
|-----------------|-----------------------------------|------------------|
| 615-18-041-5101 | Contract Services | <u>2,847.56</u> |
| 615-18-041-5206 | Uniforms/Safety Equipment | |
| 06/25/2015 | IN *MANHATTAN STITCHING C | 344.14 |
| 06/25/2015 | IN *MANHATTAN STITCHING C | 87.20 |
| 615-18-041-5206 | Uniforms/Safety Equipment | <u>431.34</u> |
| 615-18-041-5217 | Departmental Supplies | |
| 06/25/2015 | 4701 ALLIED/AMS | 594.66 |
| 06/25/2015 | ADY*EVERNOTE | 178.31 |
| 06/25/2015 | ADY*EVERNOTE | 457.80 |
| 06/25/2015 | BEST BUY 00009720 | 303.00 |
| 06/25/2015 | BEST BUY MHT 00001040 | -10.90 |
| 06/25/2015 | BEST BUY MHT 00001040 | 108.99 |
| 06/25/2015 | CAL TILE CENTER INC | 104.51 |
| 06/25/2015 | FRY'S ELECTRONICS #5 | 117.47 |
| 06/25/2015 | FRY'S ELECTRONICS #5 | 58.77 |
| 06/25/2015 | INTERMOUNTAIN LOCK AND SE | 134.46 |
| 06/25/2015 | INTERMOUNTAIN LOCK AND SE | 972.34 |
| 06/25/2015 | M S INTERNATIONAL | 282.31 |
| 06/25/2015 | MCMASTER-CARR | 90.73 |
| 06/25/2015 | OFFICE DEPOT #2740 | 414.19 |
| 06/25/2015 | THE HOME DEPOT 620 | 147.28 |
| 06/25/2015 | THE HOME DEPOT 620 | 148.71 |
| 06/25/2015 | THE HOME DEPOT 620 | 299.28 |
| 06/25/2015 | THE HOME DEPOT 620 | 31.54 |
| 06/25/2015 | THE HOME DEPOT 620 | 35.01 |
| 06/25/2015 | THE HOME DEPOT 620 | 647.46 |
| 06/25/2015 | TODD PIPE AND SUPPLY | 179.56 |
| 06/25/2015 | TODD PIPE AND SUPPLY | 188.17 |
| 06/25/2015 | TODD PIPE AND SUPPLY | 191.81 |
| 06/25/2015 | TODD PIPE AND SUPPLY | 71.91 |
| 06/25/2015 | TORO AIRE -DOMINGUEZ | 1,485.89 |
| 06/25/2015 | TORO AIRE -DOMINGUEZ | 2,496.21 |
| 06/25/2015 | TORO AIRE -DOMINGUEZ | 7.63 |
| 06/25/2015 | WALTERS WHOLESALE ELEC-TO | 2,409.07 |
| 06/25/2015 | WESTWOOD BUILDING MATERIA | 103.35 |
| 06/25/2015 | WESTWOOD BUILDING MATERIA | 21.39 |
| 06/25/2015 | WW GRAINGER | 142.84 |
| 615-18-041-5217 | Departmental Supplies | <u>12,413.75</u> |
| 18 | Public Works | <u>67,605.78</u> |

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

Report of P-Card Transactions

**Account
Date**

**Department
Public Works**

Amount

Report Totals

139,621.77

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 27b, dated 07/02/2015; Check number 519837.

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

wr 2b

WARRANT BATCH NUMBER:

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------------|-----------|------|------------------------------|---------------------------------------|-------------------|
| 71515 | 7/15/2015 | T | CMB RISK MGMT LIABILITY | MONTHLY DISBURSAL - LIABILITY JUN | 3,572.34 |
| 72015 | 7/20/2015 | T | UNION BANK | F.I.T./MEDICARE/S.I.T. | 233,017.80 |
| 7152015 | 7/15/2015 | T | CMB RISK MGMT WORKERS COMP | MONTHLY DISBURSAL - WORKER'S COMP. | 227,830.39 |
| SUBTOTAL | | | | | 464,420.53 |
| 520030 | 7/16/2015 | N | ADAMSON POLICE PRODUCTS | 15-03357 PELICAN LED FLASHLIGHT/AVON | 10,408.57 |
| 520031 | 7/16/2015 | N | ADLERHORST INTERNATIONAL INC | OFF-SITE K-9 MONTHLY TRAINING | 150.00 |
| 520032 | 7/16/2015 | N | ART TO GROW ON | YOUTH CAMP INSTRUCTOR | 1,570.80 |
| 520033 | 7/16/2015 | N | KEVIN BRADY | TENNIS INSTRUCTOR | 4,631.90 |
| 520034 | 7/16/2015 | N | LESLEY BRADY | TENNIS INSTRUCTOR | 3,978.00 |
| 520035 | 7/16/2015 | N | ANDREW BUTLER | PARKS & RECREATION REFUND | 50.00 |
| 520036 | 7/16/2015 | N | CA TEAMSTERS LOCAL 911 | DUES (MISC): PAYMENT | 6,368.00 |
| 520037 | 7/16/2015 | N | CALPERS | ANNUAL ACCRUED UNFUNDED LIABILITY | 1,380,941.00 |
| 520038 | 7/16/2015 | N | CALPERS | REPLACEMENT BENEFIT FUND | 130.14 |
| 520039 | 7/16/2015 | N | DOK CAOIMH | PARKS & RECREATION REFUND | 50.00 |
| 520040 | 7/16/2015 | N | CHOURA EVENTS | CONCERTS IN THE PARK CANOPY | 695.00 |
| 520041 | 7/16/2015 | N | CORAL BAY HOME LOANS | SKATEBOARD CAMP INSTRUCTOR | 2,640.40 |
| 520042 | 7/16/2015 | N | DOUGLAS DECASTRO | BANNERS DECALS SIGNAGE | 141.70 |
| 520043 | 7/16/2015 | N | DELL MARKETING LP | 16-02138 OPTIPIX 7020 DELL 22 MONITOR | 43,852.39 |
| 520044 | 7/16/2015 | N | EDUCATIONAL CREDIT MGMT CORP | EARNINGS WITHHOLDING | 435.10 |
| 520045 | 7/16/2015 | N | TODD ENDLICH | PARKS & RECREATION REFUND | 100.00 |
| 520046 | 7/16/2015 | N | GARDA CL WEST INC | ARMORED SERVICE | 472.49 |
| 520047 | 7/16/2015 | N | ERIN HANLON | PARKS & RECREATION REFUND | 50.00 |
| 520048 | 7/16/2015 | N | LANCE HIRAYAMA | PARKS & RECREATION REFUND | 332.60 |

5:18:17PM
7/16/2015

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT BATCH NUMBER:

wr 2b

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|--------------------------------|---------------------------------------|--------------|
| 520049 | 7/16/2015 | N | ICMA RETIREMENT TRUST - 401 | DEFERRED COMP 108075: PAYMENT | 673.08 |
| 520050 | 7/16/2015 | N | ICMA RETIREMENT TRUST - 401 | LOAN REPAY 401 - 2.5%: PAYMENT | 2,973.30 |
| 520051 | 7/16/2015 | N | ICMA RETIREMENT TRUST - 457 | DEFERRED COMP AND LOAN REPAY 457 | 68,047.59 |
| 520052 | 7/16/2015 | N | ICMA RETIREMENT TRUST 401 | LOAN REPAY 401 - 4.5%: PAYMENT | 4,730.14 |
| 520053 | 7/16/2015 | N | IMPRES TECHNOLOGY SOLNS INC | 16-02140 70 INCH SHARP DISPLAY SYSTEM | 13,525.89 |
| 520054 | 7/16/2015 | N | INTL BUS INFO TECHNOLOGIES INC | LAW ENFORCEMENT FIELD TRAINING SOF | 1,100.00 |
| 520055 | 7/16/2015 | N | JOAN STEIN JENKINS | PROSECUTION SERVICES | 3,741.80 |
| 520056 | 7/16/2015 | N | JPMORGAN CHASE BANK NATL ASSC | MONTHLY LEASE-SEWER TRUCK | 16,488.30 |
| 520057 | 7/16/2015 | N | JENNIFER KALLOK | EARNINGS WITHHOLDING | 184.62 |
| 520058 | 7/16/2015 | N | L A COUNTY AUDITOR-CONTROLLER | LAFCO CHARGE | 3,574.62 |
| 520059 | 7/16/2015 | N | L A COUNTY SHERIFF'S OFFICE | EARNINGS WITHHOLDING | 87.50 |
| 520060 | 7/16/2015 | N | LA AREA FIRE CHIEFS ASSN | ANNUAL MEMBERSHIP DUES | 1,250.00 |
| 520061 | 7/16/2015 | N | LATITUDE GEOGRAPHICS GROUP LTD | ANNUAL MAINTENANCE HOSTED | 7,140.00 |
| 520062 | 7/16/2015 | N | MIA LOCKWOOD | PARKS & RECREATION REFUND | 220.00 |
| 520063 | 7/16/2015 | N | M B POLICE MGMT ASSC | DUES \$ (POL MGT ASSN): PAYMENT | 280.00 |
| 520064 | 7/16/2015 | N | M B POLICE OFFICERS ASSOCIA | DUES \$ (POLICE FIXED): PAYMENT | 5,902.77 |
| 520065 | 7/16/2015 | N | MARINE RESOURCES INC | TEMPORARY EMPLOYEE SERVICES | 2,499.54 |
| 520066 | 7/16/2015 | N | MBPOA RETIREE | MD TRUST (MED TRUST): PAYMENT | 2,250.00 |
| 520067 | 7/16/2015 | N | COBY MCDONALD | PARKS & RECREATION REFUND | 2.00 |
| 520068 | 7/16/2015 | N | MIHM INC | CONTRACT SERVICES | 650.00 |
| 520069 | 7/16/2015 | N | MORE PREPARED LLC | 16-02134 KS-03-26 100 PERSON MEGA KIT | 5,654.18 |
| 520070 | 7/16/2015 | N | MOSS PENALOZA CREATIVE VENTURE | YOUTH CAMP INSTRUCTOR | 1,347.50 |

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

wr 2b

WARRANT BATCH NUMBER:

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------|-----------|------|--------------------------------|--|--------------|
| 520071 | 7/16/2015 | N | MOVIES BY KIDS | FILM MAKER INSTRUCTOR | 1,890.00 |
| 520072 | 7/16/2015 | N | NETWORK INNOVATION ASSOC INC | SEMI-ANNUAL SERVICE | 1,434.00 |
| 520073 | 7/16/2015 | N | ORANGE COUNTY SHERIFFS DEPT | REGISTRATION-BASIC TCI | 70.00 |
| 520074 | 7/16/2015 | N | RACHEL PALACIOS | PARKS & RECREATION REFUND | 50.00 |
| 520075 | 7/16/2015 | N | PREPAID LEGAL SERVICES INC | PREPAID LEGAL: PAYMENT | 94.70 |
| 520076 | 7/16/2015 | N | PUBLIC EMPLOYEES' | PENSION CONTRIBUTION SAFETY: PAYME | 246,372.87 |
| 520077 | 7/16/2015 | N | QUADRANT SYSTEMS INC | ANNUAL SUPPORT | 1,400.00 |
| 520078 | 7/16/2015 | N | RED CARPET CAR WASH | SEMI-ANNUAL BILLING-CAR WASH SERVIC | 5,000.00 |
| 520079 | 7/16/2015 | N | ROBERT HALF INTERNATIONAL INC | TEMPORARY EMPLOYEE SERVICES | 666.56 |
| 520080 | 7/16/2015 | N | SOUTH BAY FORD INC | 18-08752 REPLACE EXPIRED (3) CNG TANK. | 7,328.93 |
| 520081 | 7/16/2015 | N | MARJORIE STAFFORD | PARKS & RECREATION REFUND | 110.00 |
| 520082 | 7/16/2015 | N | STATE DISBURSEMENT UNIT | EARNINGS WITHHOLDING | 1,511.58 |
| 520083 | 7/16/2015 | N | JAYDON A STERLING-RANDALL | SCULPTURE GARDEN PROGRAM | 3,000.00 |
| 520084 | 7/16/2015 | N | THE ARMORED GROUP LLC | 18-08643 2015 FORD F650 XLT V-10 | 168,807.34 |
| 520085 | 7/16/2015 | N | TOTAL ADMINISTRATIVE SVCS CORP | CHILD125 (CHILD 125 PLAN): PAYMENT | 7,583.30 |
| 520086 | 7/16/2015 | N | U.S. BANK | P/T EMP RETIREMENT CONTRIB: PAYMEN | 4,565.68 |
| 520087 | 7/16/2015 | N | URBAN LAND INSTITUTE | 17-01257 PROFESSIONAL SERVICES AGREE | 5,000.00 |
| 520088 | 7/16/2015 | N | US BANK | MARINE AVE BOND PRINCIPAL | 260,000.00 |
| 520089 | 7/16/2015 | N | VANTAGEPOINT TRANSFER AGENTS | RETMTN HLTH SAVINGS CONTRIB: PAYME | 1,345.19 |
| 520090 | 7/16/2015 | N | ROBIN L VARGAS | EARNINGS WITHHOLDING | 553.85 |
| 520091 | 7/16/2015 | N | VERIZON CALIFORNIA INC | CABLE SERVICE | 3,682.37 |
| 520092 | 7/16/2015 | N | WESTWOOD BUILDING MATERIALS | BUILDING MATERIALS/CEMENT | 103.23 |

5:18:17PM
7/16/2015

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT BATCH NUMBER: **wr 2b**

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|----------------|-----------|------|----------------------------|---------------------------|--------------|
| 520093 | 7/16/2015 | N | WORLDPASS TRAVEL GROUP LLC | CHARTER BUS SERVICE | 729.00 |
| 520094 | 7/16/2015 | N | RUBY WORTHAM | PARKS & RECREATION REFUND | 50.00 |
| SUBTOTAL | | | | | 2,320,669.52 |
| COMBINED TOTAL | | | | | 2,785,090.05 |

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

CITY OF MANHATTAN BEACH
WARRANT REGISTER
CHECKS EQUAL TO OR ABOVE
\$2,500.00

WARRANT BATCH NUMBER: **wr 2b**

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------------|-----------|------|--------------------------------|--|-------------------|
| 71515 | 7/15/2015 | T | CMB RISK MGMT LIABILITY | MONTHLY DISBURSAL - LIABILITY JUN | 3,572.34 |
| 72015 | 7/20/2015 | T | UNION BANK | F.I.T./MEDICARE/S.I.T. | 233,017.80 |
| 7152015 | 7/15/2015 | T | CMB RISK MGMT WORKERS COMP | MONTHLY DISBURSAL - WORKER'S COMP. | 227,830.39 |
| SUBTOTAL | | | | | 464,420.53 |
| 520030 | 7/16/2015 | N | ADAMSON POLICE PRODUCTS | 15-03357 PELICAN LED FLASHLIGHT/AVON | 10,408.57 |
| 520033 | 7/16/2015 | N | KEVIN BRADY | TENNIS INSTRUCTOR | 4,631.90 |
| 520034 | 7/16/2015 | N | LESLEY BRADY | TENNIS INSTRUCTOR | 3,978.00 |
| 520036 | 7/16/2015 | N | CA TEAMSTERS LOCAL 911 | DUES (MISC): PAYMENT | 6,368.00 |
| 520037 | 7/16/2015 | N | CALPERS | ANNUAL ACCRUED UNFUNDED LIABILITY | 1,380,941.00 |
| 520041 | 7/16/2015 | N | CORAL BAY HOME LOANS | SKATEBOARD CAMP INSTRUCTOR | 2,640.40 |
| 520043 | 7/16/2015 | N | DELL MARKETING LP | 16-02138 OPTIPLEX 7020 DELL 22 MONITOR | 43,852.39 |
| 520050 | 7/16/2015 | N | ICMA RETIREMENT TRUST - 401 | LOAN REPAY 401 - 2.5%: PAYMENT | 2,973.30 |
| 520051 | 7/16/2015 | N | ICMA RETIREMENT TRUST - 457 | DEFERRED COMP AND LOAN REPAY 457 | 68,047.59 |
| 520052 | 7/16/2015 | N | ICMA RETIREMENT TRUST 401 | LOAN REPAY 401 - 4.5%: PAYMENT | 4,730.14 |
| 520053 | 7/16/2015 | N | IMPRES TECHNOLOGY SOLNS INC | 16-02140 70 INCH SHARP DISPLAY SYSTEM | 13,525.89 |
| 520055 | 7/16/2015 | N | JOAN STEIN JENKINS | PROSECUTION SERVICES | 3,741.80 |
| 520056 | 7/16/2015 | N | JPMORGAN CHASE BANK NATL ASSC | MONTHLY LEASE-SEWER TRUCK | 16,488.30 |
| 520058 | 7/16/2015 | N | L A COUNTY AUDITOR-CONTROLLER | LAFCO CHARGE | 3,574.62 |
| 520061 | 7/16/2015 | N | LATITUDE GEOGRAPHICS GROUP LTI | ANNUAL MAINTENANCE HOSTED | 7,140.00 |
| 520064 | 7/16/2015 | N | M B POLICE OFFICERS ASSOCIA | DUES \$ (POLICE FIXED): PAYMENT | 5,902.77 |
| 520069 | 7/16/2015 | N | MORE PREPARED LLC | 16-02134 KS-03-26 100 PERSON MEGA KIT | 5,654.18 |
| 520076 | 7/16/2015 | N | PUBLIC EMPLOYEES' | PENSION CONTRIBUTION SAFETY: PAYME | 246,372.87 |
| 520078 | 7/16/2015 | N | RED CARPET CAR WASH | SEMI-ANNUAL BILLING-CAR WASH SERVIC | 5,000.00 |

5:22:17PM
7/16/2015

CITY OF MANHATTAN BEACH
WARRANT REGISTER
CHECKS EQUAL TO OR ABOVE
\$2,500.00

WARRANT BATCH NUMBER: **wr 2b**

| CHECK NO. | DATE | TYPE | PAYEE NAME | PAYMENT DESCRIPTION | CHECK AMOUNT |
|-----------------------|-----------|------|--------------------------------|---------------------------------------|---------------------|
| 520080 | 7/16/2015 | N | SOUTH BAY FORD INC | 18-08752 REPLACE EXPIRED (3) CNG TANK | 7,328.93 |
| 520083 | 7/16/2015 | N | JAYDON A STERLING-RANDALL | SCULPTURE GARDEN PROGRAM | 3,000.00 |
| 520084 | 7/16/2015 | N | THE ARMORED GROUP LLC | 18-08643 2015 FORD F650 XLT V-10 | 168,807.34 |
| 520085 | 7/16/2015 | N | TOTAL ADMINISTRATIVE SVCS CORP | CHILD125 (CHILD 125 PLAN): PAYMENT | 7,583.30 |
| 520086 | 7/16/2015 | N | U.S. BANK | P/T EMP RETIREMENT CONTRIB: PAYMEN | 4,565.68 |
| 520087 | 7/16/2015 | N | URBAN LAND INSTITUTE | 17-01257 PROFESSIONAL SERVICES AGREE | 5,000.00 |
| 520088 | 7/16/2015 | N | US BANK | MARINE AVE BOND PRINCIPAL | 260,000.00 |
| 520091 | 7/16/2015 | N | VERIZON CALIFORNIA INC | CABLE SERVICE | 3,682.37 |
| SUBTOTAL | | | | | 2,295,939.34 |
| COMBINED TOTAL | | | | | 2,760,359.87 |

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

Report of Warrant Disbursements
wr 2b

| Fund | Description | Amount |
|------|----------------------|----------------------------|
| 100 | General | 2,306,073.72 |
| 211 | Police Grant | 10,408.57 |
| 230 | Prop A | 729.00 |
| 501 | Water | 157.60 |
| 503 | Waste Water | 76.99 |
| 510 | Refuse | 27.55 |
| 520 | Parking | 279.14 |
| 601 | Insurance | 231,402.73 |
| 605 | Information Services | 31,950.87 |
| 610 | Vehicle Fleet | 198,095.29 |
| 615 | Building Maintenance | 2,888.59 |
| 802 | Trust Deposit | 3,000.00 |
| | | <u>2,785,090.05</u> |
| | | <u><u>2,785,090.05</u></u> |

**CITY OF MANHATTAN BEACH PAYROLL
PAY PERIOD: 06/27/15 TO 07/10/15
PAY DATE: 07/17/15**

NET PAY 784,567.60

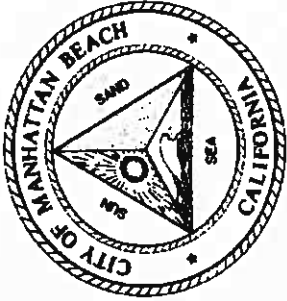
| FUND | DESCRIPTION | AMOUNT |
|------|--|---------------------|
| 100 | General Fund | 1,089,546.11 |
| 230 | Prop. A Fund | 17,481.99 |
| 501 | Water Fund | 27,643.40 |
| 502 | Stormwater Fund | 2,990.24 |
| 503 | Wastewater Fund | 7,859.37 |
| 510 | Refuse Fund | 1,280.78 |
| 601 | Insurance Reserve Fund | 6,163.94 |
| 605 | Information Technology Fund | 24,691.83 |
| 610 | Fleet Management Fund | 9,265.86 |
| 615 | Building Maintenance & Operations Fund | 14,128.63 |
| 801 | Pension Trust Fund | 8,583.50 |
| | Gross Pay | 1,209,635.65 |
| | Deductions | 425,068.05 |
| | Net Pay | 784,567.60 |

Check History Listing
CITY OF MANHATTAN BEACH

apCkHist
07/16/2015 5:30PM

| Bank code: union | Check # | Date | Vendor | Status | Clear/Void Date | Invoice | Inv. Date | Amount Paid | Check Total |
|------------------|---------|------------|---------------------|--------|-----------------|-----------|------------|---------------|-------------|
| | 519640 | 06/18/2015 | 30535 SYSTEM PAVERS | V | 07/16/2015 | RW15-0246 | 05/26/2015 | 500.00 | 500.00 |
| | | | | | | | | union Total: | 500.00 |
| | | | | | | | | Total Checks: | 500.00 |

1 checks in this report

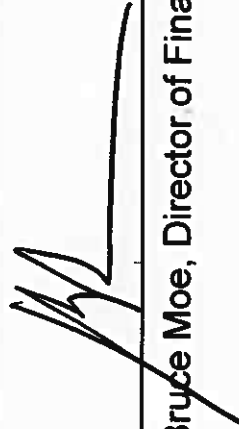


City of Manhattan Beach

Investment Portfolio

June 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
June 1, 2015 through June 30, 2015

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Term | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
|--|----------------------|----------------------|----------------------|----------------|------------|------------------|----------------|----------------|
| LAIIF | 33,950,000.00 | 33,950,000.00 | 33,950,000.00 | 36.87 | 1 | 1 | 0.295 | 0.299 |
| Certificates of Deposit - Bank | 7,806,000.00 | 7,837,973.41 | 7,806,000.00 | 8.48 | 1,345 | 512 | 1.001 | 1.015 |
| Medium Term Notes | 12,000,000.00 | 12,184,580.00 | 12,182,513.04 | 13.23 | 1,313 | 630 | 1.206 | 1.223 |
| Federal Agency Issues - Coupon | 38,000,000.00 | 38,266,330.00 | 38,144,287.32 | 41.42 | 1,395 | 1,044 | 1.247 | 1.264 |
| Investments | 91,756,000.00 | 92,238,883.41 | 92,082,800.36 | 100.00% | 866 | 559 | 0.870 | 0.882 |
| Cash and Accrued Interest | | | | | | | | |
| Passbook/Checking (not included in yield calculations) | 5,242,634.89 | 5,242,634.89 | 5,242,634.89 | | 1 | 1 | 0.000 | 0.000 |
| Accrued Interest at Purchase | | 14,358.67 | 14,358.67 | | | | | |
| Subtotal | | 5,256,993.56 | 5,256,993.56 | | | | | |
| Total Cash and Investments | 96,998,634.89 | 97,495,876.97 | 97,339,793.92 | | 866 | 559 | 0.870 | 0.882 |

| Total Earnings | June 30 Month Ending | Fiscal Year To Date | Fiscal Year Ending |
|----------------|----------------------|---------------------|--------------------|
| Current Year | 77,214.38 | 843,168.20 | 843,168.20 |

BRUCE A. MOE, FINANCE DIRECTOR

Reporting period 06/01/2015-06/30/2015

Run Date: 07/23/2015 - 09:56

Portfolio CITY
 CP
 PM (PRF_PM1) 7.3.0
 Report Ver: 7.3.5

**CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Investments
June 30, 2015**

| CUSIP | Investment # | Issuer | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 365 | Days to Maturity | Maturity Date |
|---------------------------------------|--------------|--------------------------------|---------------|----------------------|----------------------|----------------------|-------------|-----|--------------|------------------|---------------|
| LAIF | | | | | | | | | | | |
| SYSS000 | 3000 | Local Agency Invest. Fund | 07/01/2000 | 33,950,000.00 | 33,950,000.00 | 33,950,000.00 | 0.299 | | 0.299 | 1 | |
| | | Subtotal and Average | | 33,950,000.00 | 33,950,000.00 | 33,950,000.00 | | | 0.299 | 1 | |
| Certificates of Deposit - Bank | | | | | | | | | | | |
| 06251AYD6 | CD0010 | BANK HAPOALIM NY | 07/24/2012 | 245,000.00 | 245,102.90 | 245,000.00 | 1.000 | | 1.000 | 23 | 07/24/2015 |
| 795450NT8 | CD0012 | SALLIE MAE BANK | 08/08/2012 | 245,000.00 | 245,218.05 | 245,000.00 | 1.100 | | 1.100 | 40 | 08/10/2015 |
| 20451PEM4 | CD0025 | Compass Bank | 09/25/2013 | 245,000.00 | 245,291.55 | 245,000.00 | 0.750 | | 0.750 | 86 | 09/25/2015 |
| 49306SSQ0 | CD0026 | Key Bank NA | 09/25/2013 | 245,000.00 | 245,303.80 | 245,000.00 | 0.550 | | 0.550 | 86 | 09/25/2015 |
| 068513BC3 | CD0027 | Barrington Bank (WTFC) | 09/27/2013 | 245,000.00 | 245,323.40 | 245,000.00 | 0.650 | | 0.650 | 89 | 09/28/2015 |
| 962721AM8 | CD0028 | Wheaton Bank & Trust (WTFC) | 09/27/2013 | 245,000.00 | 245,323.40 | 245,000.00 | 0.650 | | 0.650 | 89 | 09/28/2015 |
| 35137QAR5 | CD0029 | Fox Chase Bank | 09/30/2013 | 245,000.00 | 245,198.45 | 245,000.00 | 0.600 | | 0.600 | 91 | 09/30/2015 |
| SYSCD0003 | CD0003 | Bank of Manhattan | 10/28/2011 | 245,000.00 | 245,000.00 | 245,000.00 | 1.730 | | 1.730 | 119 | 10/28/2015 |
| 59012YVW29 | CD0015 | Merrick Bank | 08/29/2012 | 245,000.00 | 245,472.85 | 245,000.00 | 0.700 | | 0.700 | 243 | 02/29/2016 |
| 02005QZW6 | CD0007 | Ally Bank | 03/21/2012 | 245,000.00 | 246,242.15 | 245,000.00 | 1.150 | | 1.150 | 264 | 03/21/2016 |
| 20033ADU7 | CD0033 | Comerity Capital Bank | 12/02/2013 | 245,000.00 | 245,502.25 | 245,000.00 | 0.750 | | 0.750 | 337 | 06/02/2016 |
| 29976DNM8 | CD0013 | Everbank Jacksonville FL | 08/29/2012 | 245,000.00 | 247,401.00 | 245,000.00 | 0.900 | | 0.900 | 425 | 08/29/2016 |
| 3364ORBW6 | CD0030 | First Sentry Bank | 11/22/2013 | 245,000.00 | 246,617.00 | 245,000.00 | 0.750 | | 0.750 | 510 | 11/22/2016 |
| 31931TDC6 | CD0031 | First Bank North Carolina | 11/27/2013 | 245,000.00 | 246,717.45 | 245,000.00 | 0.800 | | 0.800 | 516 | 11/28/2016 |
| 57116AHE1 | CD0032 | Marlin Business Bank | 11/27/2013 | 245,000.00 | 246,582.70 | 245,000.00 | 0.850 | | 0.850 | 516 | 11/28/2016 |
| 3616OXC39 | CD0004 | GENERAL ELECTRIC CAPITAL | 12/29/2011 | 245,000.00 | 249,865.70 | 245,000.00 | 2.100 | | 2.100 | 547 | 12/29/2016 |
| 38143AFP5 | CD0005 | Goldman Sachs | 01/05/2012 | 245,000.00 | 249,711.35 | 245,000.00 | 2.050 | | 2.050 | 554 | 01/05/2017 |
| 06414QSU4 | CD0034 | Bank of North Carolina | 02/14/2014 | 245,000.00 | 246,391.60 | 245,000.00 | 0.800 | | 0.800 | 594 | 02/14/2017 |
| 2546703V2 | CD0006 | Discover Bank Greenwood Intere | 02/15/2012 | 245,000.00 | 249,848.55 | 245,000.00 | 1.600 | | 1.600 | 595 | 02/15/2017 |
| 22766AAD7 | CD0035 | CROSSFIRST BANK | 02/19/2014 | 245,000.00 | 246,134.35 | 245,000.00 | 0.750 | | 0.750 | 601 | 02/21/2017 |
| 37312BEC7 | CD0021 | Georgia Bank & Trust | 03/28/2013 | 245,000.00 | 244,487.95 | 245,000.00 | 0.750 | | 0.750 | 636 | 03/28/2017 |
| 747133BP0 | CD0022 | Pyramax Bank | 03/28/2013 | 245,000.00 | 245,360.15 | 245,000.00 | 0.750 | | 0.750 | 636 | 03/28/2017 |
| 90344LBS7 | CD0020 | USNY Bank | 03/28/2013 | 245,000.00 | 244,277.25 | 245,000.00 | 0.750 | | 0.750 | 667 | 04/28/2017 |
| 344030EQ0 | CD0011 | Flushing SVGS Bk NY | 07/27/2012 | 245,000.00 | 249,093.95 | 245,000.00 | 1.100 | | 1.100 | 757 | 07/27/2017 |
| 062649YAO | CD0014 | Bank of Holland | 08/29/2012 | 245,000.00 | 244,735.40 | 245,000.00 | 1.050 | | 1.050 | 790 | 08/29/2017 |
| 88413QAH11 | CD0037 | THIRD FEDERAL SAVINGS & LOAN | 02/21/2014 | 245,000.00 | 246,281.35 | 245,000.00 | 1.150 | | 1.150 | 874 | 11/21/2017 |
| 856284J21 | CD0018 | State Bank of India | 12/21/2012 | 245,000.00 | 247,163.35 | 245,000.00 | 1.200 | | 1.200 | 904 | 12/21/2017 |
| 94768NJE5 | CD0019 | Webster Bank | 12/26/2012 | 245,000.00 | 247,131.50 | 245,000.00 | 1.000 | | 1.000 | 909 | 12/26/2017 |
| 17453FBG6 | CD0036 | CITIZENS DEPOSIT BANK | 02/20/2014 | 211,000.00 | 210,675.06 | 211,000.00 | 1.300 | | 1.300 | 965 | 02/20/2018 |
| 320844NW9 | CD0038 | FIRST MERT BANK | 02/24/2014 | 245,000.00 | 246,114.75 | 245,000.00 | 1.300 | | 1.300 | 971 | 02/26/2018 |
| 938828AA8 | CD0023 | Washington Federal | 03/28/2013 | 245,000.00 | 242,398.10 | 245,000.00 | 1.000 | | 1.000 | 1,001 | 03/28/2018 |
| 101120CZ4 | CD0024 | Boston Private Bank & Trust | 04/04/2013 | 245,000.00 | 242,006.10 | 245,000.00 | 0.950 | | 0.950 | 1,008 | 04/04/2018 |

Portfolio CITY
CP
PM (PRF_PMT) 7.3.0

CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Investments
June 30, 2015

| CUSIP | Investment # | Issuer | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 365 | Days to Maturity | Maturity Date |
|-----------------------------|--------------|--------------------------|---------------|---------------|---------------|---------------|-------------|-----|---------|------------------|---------------|
| Money Market Fund | | | | | | | | | | | |
| SYSGMRA39907 | GMRA39907 | Union Bank of California | 10/09/2008 | 0.00 | 0.00 | 0.00 | 0.350 | | 0.350 | 1 | |
| Subtotal and Average | | | | | | | | | | | |
| | | | | 7,806,000.00 | 7,837,973.41 | 7,806,000.00 | | | 1.015 | 512 | |
| Medium Term Notes | | | | | | | | | | | |
| 63254AAC2 | MTN0067 | NATL AUSTRALIA BANK | 10/24/2012 | 500,000.00 | 500,530.00 | 509,880.00 | 1.600 | | 0.880 | 37 | 08/07/2015 |
| 22160KAD7 | MTN0071 | COSTCO COMPANIES | 08/20/2013 | 1,000,000.00 | 1,000,510.00 | 1,002,270.00 | 0.650 | | 0.550 | 159 | 12/07/2015 |
| 36962G5C4 | MTN0066 | Gen elec Cap Corp | 10/24/2012 | 2,000,000.00 | 2,039,020.00 | 2,030,192.35 | 2.950 | | 1.350 | 313 | 05/09/2016 |
| 90520EAC5 | MTN0070 | Union Bank | 12/21/2012 | 1,000,000.00 | 1,017,590.00 | 1,016,217.06 | 3.000 | | 1.244 | 341 | 06/06/2016 |
| 88579YAD3 | MTN0072 | 3M | 11/21/2013 | 1,000,000.00 | 1,008,200.00 | 1,010,194.22 | 1.375 | | 0.783 | 456 | 09/29/2016 |
| 94974BEZ9 | MTN0068 | WELLS FARGO & CO | 10/24/2012 | 500,000.00 | 511,420.00 | 510,545.76 | 2.625 | | 1.256 | 533 | 12/15/2016 |
| 084670BD9 | MTN0065 | BERKSHIRE HATHWAY | 07/20/2012 | 1,000,000.00 | 1,015,600.00 | 1,013,413.00 | 1.900 | AAA | 1.112 | 580 | 01/31/2017 |
| 89233P6S0 | MTN0069 | Toyota Motor Corp | 12/21/2012 | 1,000,000.00 | 1,002,550.00 | 1,005,100.00 | 1.250 | | 1.140 | 827 | 10/05/2017 |
| 68389XAN5 | MTN0074 | ORACLE CORP | 02/18/2014 | 1,000,000.00 | 1,000,000.00 | 994,650.00 | 1.200 | | 1.350 | 837 | 10/15/2017 |
| 166764AA8 | MTN0076 | CHEVRON CORP | 06/23/2015 | 1,000,000.00 | 995,720.00 | 998,400.00 | 1.104 | AA | 1.170 | 888 | 12/05/2017 |
| 717081DG5 | MTN0073 | Pfizer Inc | 12/27/2013 | 1,000,000.00 | 1,000,690.00 | 990,150.00 | 1.500 | AA | 1.730 | 1,080 | 06/15/2018 |
| 594918AC8 | MTN0075 | MICROSOFT CORP. | 05/19/2015 | 1,000,000.00 | 1,092,750.00 | 1,101,500.65 | 4.200 | AAA | 1.783 | 1,431 | 06/01/2019 |
| Subtotal and Average | | | | | | | | | | | |
| | | | | 12,000,000.00 | 12,184,580.00 | 12,182,513.04 | | | 1.223 | 630 | |

Federal Agency Issues - Coupon

| | | | | | | | | | | | |
|-----------|---------|----------------------------|------------|--------------|--------------|--------------|-------|-----|-------|-------|------------|
| 313373SZ6 | FAC0202 | Federal Home Loan Bank | 08/29/2011 | 1,000,000.00 | 1,016,230.00 | 1,008,556.30 | 2.125 | AAA | 1.233 | 345 | 06/10/2016 |
| 3135GOCM3 | FAC0206 | Fannie Mae | 12/28/2011 | 2,000,000.00 | 2,019,280.00 | 2,006,420.00 | 1.250 | AAA | 1.180 | 455 | 09/28/2016 |
| 3130A3CE2 | FAC0227 | Federal Home Loan Bank | 11/04/2014 | 2,000,000.00 | 2,002,680.00 | 2,001,720.00 | 0.625 | AAA | 0.580 | 471 | 10/14/2016 |
| 3133EEFA3 | FAC0229 | FED FARM CR BK | 12/26/2014 | 2,000,000.00 | 2,003,120.00 | 1,998,820.00 | 0.720 | AA | 0.750 | 533 | 12/15/2016 |
| 3134G6G49 | FAC0233 | Federal Home Loan Mortgage | 05/15/2015 | 3,000,000.00 | 3,001,530.00 | 3,004,242.00 | 0.800 | | 0.736 | 769 | 08/08/2017 |
| 3133ED2D3 | FAC0228 | FED FARM CR BK | 11/04/2014 | 2,000,000.00 | 2,029,780.00 | 2,021,763.64 | 1.550 | AAA | 1.192 | 810 | 09/18/2017 |
| 3130A33J1 | FAC0226 | Federal Home Loan Bank | 09/22/2014 | 3,000,000.00 | 3,024,570.00 | 3,001,740.00 | 1.200 | AAA | 1.180 | 811 | 09/19/2017 |
| 3133EDE99 | FAC0219 | FED FARM CR BK | 02/13/2014 | 2,000,000.00 | 2,018,920.00 | 2,006,813.34 | 1.340 | AA | 1.208 | 912 | 12/29/2017 |
| 3134G37A2 | FAC0213 | Federal Home Loan Mortgage | 04/02/2013 | 2,000,000.00 | 1,995,640.00 | 2,000,000.00 | 1.125 | AAA | 1.125 | 1,006 | 04/02/2018 |
| 3136G2JB4 | FAC0234 | Fannie Mae | 05/27/2015 | 2,000,000.00 | 1,999,500.00 | 1,999,500.00 | 1.200 | AA | 1.208 | 1,153 | 08/27/2018 |
| 3135G0YM9 | FAC0232 | Fannie Mae | 02/20/2015 | 2,000,000.00 | 2,043,180.00 | 2,039,181.40 | 1.875 | AA | 1.318 | 1,175 | 09/18/2018 |
| 880591EQ1 | FAC0220 | Tennessee Valley Authority | 05/29/2014 | 2,000,000.00 | 2,017,440.00 | 2,023,549.62 | 1.750 | | 1.395 | 1,202 | 10/15/2018 |
| 3130A0CJ2 | FAC0217 | Federal Home Loan Bank | 11/21/2013 | 1,000,000.00 | 1,010,180.00 | 1,000,000.00 | 1.550 | AA | 1.550 | 1,239 | 11/21/2018 |
| 313376BR5 | FAC0218 | Federal Home Loan Bank | 12/27/2013 | 1,000,000.00 | 1,017,190.00 | 998,570.00 | 1.750 | AAA | 1.780 | 1,262 | 12/14/2018 |
| 3135G0ZNA | FAC0221 | Fannie Mae | 05/29/2014 | 1,000,000.00 | 1,018,850.00 | 1,014,876.40 | 1.875 | AAA | 1.478 | 1,329 | 02/19/2019 |

Portfolio CITY

CP

PM (PRF_PM2) 7.3.0

CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Investments
June 30, 2015

| CUSIP | Investment # | Issuer | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 365 | Days to Maturity | Maturity Date | |
|---------------------------------------|--------------|----------------------------|---------------|----------------------|----------------------|----------------------|-------------|-----|--------------|------------------|---------------|--|
| Federal Agency Issues - Coupon | | | | | | | | | | | | |
| 3135G0ZA4 | FAC0235 | Fannie Mae | 06/19/2015 | 2,000,000.00 | 2,037,700.00 | 2,039,250.17 | 1.875 | AAA | 1.425 | 1,329 | 02/19/2019 | |
| 3133EDLR1 | FAC0222 | FED FARM CR BK | 05/29/2014 | 2,000,000.00 | 2,018,580.00 | 2,008,544.96 | 1.650 | AAA | 1.542 | 1,414 | 05/15/2019 | |
| 3137EADK2 | FAC0224 | Federal Home Loan Mortgage | 08/01/2014 | 2,000,000.00 | 1,978,760.00 | 1,958,730.28 | 1.250 | AAA | 1.788 | 1,492 | 08/01/2019 | |
| 3135G0ZY2 | FAC0231 | Fannie Mae | 02/20/2015 | 2,000,000.00 | 2,010,500.00 | 2,010,111.21 | 1.750 | AA | 1.642 | 1,609 | 11/26/2019 | |
| 3133EEW55 | FAC0236 | FED FARM CR BK | 06/19/2015 | 2,000,000.00 | 2,002,700.00 | 2,001,898.00 | 1.800 | | 1.780 | 1,811 | 06/15/2020 | |
| Subtotal and Average | | | | 38,000,000.00 | 38,266,330.00 | 38,144,287.32 | | | 1.264 | 1,044 | | |
| Total and Average | | | | 91,756,000.00 | 92,238,883.41 | 92,082,800.36 | | | 0.882 | 559 | | |

CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Cash
June 30, 2015

| CUSIP | Investment # | Issuer | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 365 | Days to Maturity |
|--------------------------|--------------|------------|-----------------------------------|----------------------|----------------------|----------------------|-------------|-----|--------------|------------------|
| Money Market Fund | | | | | | | | | | |
| SYS39903-39902 | 39901 | UNION BANK | 06/01/2003 | 5,242,634.89 | 5,242,634.89 | 5,242,634.89 | | | 0.000 | 1 |
| | | | Accrued Interest at Purchase | | 14,358.67 | 14,358.67 | | | | 1 |
| | | | Subtotal | | 5,256,993.56 | 5,256,993.56 | | | | |
| | | | Total Cash and Investments | 96,998,634.89 | 97,495,876.97 | 97,339,793.92 | | | 0.882 | 559 |

**City of Manhattan Beach
Investment Portfolio Summary
As of June 30, 2015**

| PORTFOLIO PROFILE | Jun 30, 2015 | May 31, 2015 | Apr 30, 2015 | Mar 31, 2015 | Feb 28, 2015 |
|--|-----------------------|---------------------|---------------------|-----------------------|-----------------------|
| Total Book Value (Excluding Trust Funds) | \$92,082,800 | \$94,547,121 | \$89,438,929 | \$77,438,929 | \$82,454,235 |
| Increase/(Decrease) from Prior Period | (2,464,321) (2.6%) | 5,108,192 5.7% | 12,000,000 15.5% | (5,015,306) (6.1%) | (1,448,750) (1.7%) |
| Percentage Change | | | | | |
| Average Yield to Maturity (365 Days) | 0.882% | 0.824% | 0.818% | 0.900% | 0.940% |
| Increase/(Decrease) from Prior Period | 0.058% | 0.006% | (0.081%) | (0.041%) | 0.060% |

PORTFOLIO ALLOCATIONS

| By Security | Value (Par) | Percent | Par YTM | Time Horizon | Percent |
|-------------------------|---------------------|----------------|----------------|---------------------|----------------|
| LAIF* | \$33,950,000 | 37.00% | 0.299% | Next 12 months | 46% |
| Certificates of Deposit | 7,806,000 | 8.5% | 1.015% | Months 13-24 | 12% |
| Medium Term Notes | 12,000,000 | 13.1% | 1.223% | Months 25-36 | 20% |
| Federal Agencies | 38,000,000 | 41.4% | 1.264% | Months 37-48 | 15% |
| | | | | Months 49-60 | 7% |
| Total | \$91,756,000 | 100.0% | 0.881% | Total | 100.0% |

*LAIF YTM as of June 30, 2015

RECENT ACTIVITY

| Security | Date of Activity | Maturity Date | Purchase (Par) | Maturing/Call | YTM |
|------------------------------|-------------------------|----------------------|-----------------------|----------------------|---------------|
| FHLMC - 0.8% Coupon | 5/15/2015 | 8/8/2017 | 3,000,000 | | 0.736% |
| MTN - 4.2% Coupon | 5/19/2015 | 6/1/2019 | 1,000,000 | | 1.783% |
| FNMA - 1.2% Coupon | 5/27/2015 | 8/27/2018 | 2,000,000 | | 1.208% |
| FNMA - 1.875% Coupon | 6/19/2015 | 2/19/2019 | 2,000,000 | | 1.425% |
| FFCB - 1.8% Coupon | 6/19/2015 | 6/15/2020 | 2,000,000 | | 1.780% |
| MTN - 1.104% Coupon | 6/23/2015 | 12/5/2017 | 1,000,000 | | 1.170% |
| Total Purchases | | | \$11,000,000 | | 1.271% |
| Matured: FFCB - 4.55% Coupon | 3/4/2015 | 3/4/2015 | | 2,000,000 | 1.750% |
| Matured: MTN - 1.95% Coupon | 3/16/2015 | 3/16/2015 | | 1,000,000 | 2.177% |
| Called: FHLMC - 1.25% Coupon | 3/26/2015 | 12/26/2017 | | 2,000,000 | 1.250% |
| Called: FHLMC - 1.2% Coupon | 5/21/2015 | 8/21/2017 | | 2,000,000 | 1.200% |
| Matured: CD - 0.8% Coupon | 6/1/2015 | 6/1/2015 | | 245,000 | 0.800% |
| Called: FHLB - 1.45% Coupon | 6/29/2015 | 6/27/2018 | | 2,000,000 | 1.450% |
| Total Maturing/Calls | | | | \$9,245,000 | 1.479% |

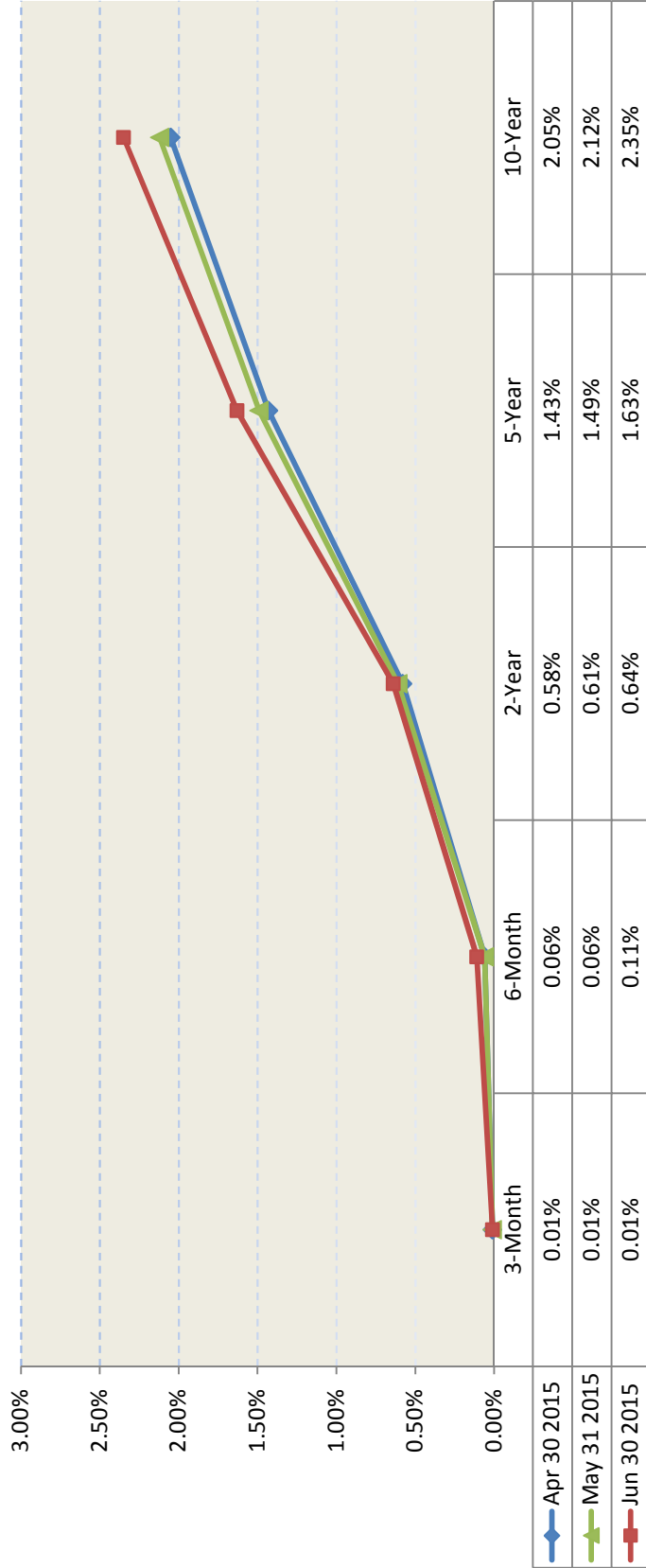
City of Manhattan Beach
Investment Portfolio Summary
As of June 30, 2015

| PORTFOLIO FUNDS HELD IN TRUST | Value |
|-------------------------------------|--------------------|
| Police/Fire Refund Delivery Cost | \$159,981 |
| Marine Avenue | 32,566 |
| Meltox & Water/Wastewater Refunding | 204,856 |
| UUAD Assessment Funds | 1,359,648 |
| Total Funds Held in Trust | \$1,757,051 |

As of June 30, 2015

US Treasuries Yield Curve

www.treas.gov



CITY OF MANHATTAN BEACH
Portfolio Maturity Structure
July 2015 through June 2020

HELD TO MATURITY
Rolling 60 Months

| Mth | Mat. | YTM | Inv | Call | Amt | Mth | Mat. | YTM | Inv | Call | Amt | Mth | Mat. | YTM | Inv | Call | Amt | |
|------------------------------------|---------|-------|-----|--------|----------------|---------|----------|----------|-------|---------|---------|----------|----------|----------|---------|----------|-----------------|--------|
| Jul 15 | 7/24/15 | 1.0% | CD | nc | \$0.2M | Jul 16 | | | | | | Jul 17 | 7/27/17 | 1.10% | CD | nc | \$0.2M | |
| Aug 15 | 8/7/15 | 0.9% | MTN | nc | \$0.5M | Aug 16 | 8/29/16 | 0.90% | CD | nc | \$0.2M | Aug 17 | 8/8/17 | 0.74% | FHLMC | nc | \$3.0M | |
| 8/10/15 | 1.1% | CD | nc | \$0.2M | | | 8/29/17 | 1.05% | CD | 2/28/13 | \$0.2M | Sep 17 | 9/19/17 | 1.18% | FHLMC | nc | \$3.0M | |
| Sep 15 | 9/25/15 | 0.8% | CD | nc | \$0.2M | Sep 16 | 9/28/16 | 1.18% | FNMA | nc | \$2.0M | 9/18/17 | 1.19% | FFCB | nc | \$2.0M | | |
| 9/25/15 | 0.6% | CD | nc | \$0.2M | | | 9/29/16 | 0.78% | MTN | nc | \$1.0M | Oct 17 | 10/5/17 | 1.14% | MTN | 12/21/12 | \$1.0M | |
| 9/28/15 | 0.7% | CD | nc | \$0.2M | | | 11/28/16 | 0.80% | CD | nc | \$0.2M | 10/15/17 | 1.35% | MTN | MW: 10 | \$1.0M | | |
| 9/28/15 | 0.7% | CD | nc | \$0.2M | | | 11/28/16 | 0.85% | CD | nc | \$0.2M | Nov 17 | 11/21/17 | 1.15% | CD | nc | \$0.2M | |
| 9/30/15 | 0.6% | CD | nc | \$0.2M | | | Dec 16 | 12/15/16 | 1.26% | MTN | nc | \$0.5M | Dec 17 | 12/21/17 | 1.20% | CD | nc | \$0.2M |
| 10/28/15 | 1.7% | CD | nc | \$0.2M | | | 12/29/16 | 2.10% | CD | nc | \$0.2M | 12/26/17 | 1.00% | CD | nc | \$0.2M | | |
| Nov 15 | | | | | | | 12/15/16 | 0.75% | FFCB | nc | \$2.0M | 12/29/17 | 1.21% | FFCB | nc | \$2.0M | | |
| Dec 15 | 12/7/15 | 0.6% | MTN | MW: 5 | \$1.0M | Jan 16 | 1/5/17 | 2.05% | CD | nc | \$0.2M | 12/5/17 | 1.17% | MTN | MW: 7.5 | \$1.0M | | |
| Jan 16 | | | | | | | 1/31/17 | 1.11% | MTN | nc | \$1.0M | Jan 18 | | | | | | |
| Feb 16 | 2/29/16 | 0.7% | CD | nc | \$0.2M | Feb 17 | 2/14/17 | 1.60% | CD | nc | \$0.2M | Feb 18 | 2/20/18 | 1.30% | CD | nc | \$0.2M | |
| Mar 16 | 3/21/16 | 1.2% | CD | nc | \$0.2M | 2/15/17 | 1.60% | CD | nc | \$0.2M | 2/26/18 | 1.30% | CD | nc | \$0.2M | | | |
| Apr 16 | | | | | | | 2/21/17 | 0.75% | CD | nc | \$0.2M | Mar 18 | 3/28/18 | 1.00% | CD | nc | \$0.2M | |
| May 16 | 5/9/16 | 1.3% | MTN | nc | \$2.0M | 3/28/17 | 0.75% | CD | nc | \$0.2M | Apr 18 | 4/2/18 | 1.13% | FHLMC | 4/2/14 | \$2.0M | | |
| Jun 16 | 6/6/16 | 1.2% | MTN | nc | \$1.0M | 4/28/17 | 0.75% | CD | nc | \$0.2M | 4/4/18 | 0.95% | CD | nc | \$0.2M | | | |
| 6/2/16 | 0.8% | CD | nc | \$0.2M | | | May 17 | | | | May 18 | | | | | | | |
| 6/10/16 | 1.2% | FHLMC | nc | \$1.0M | | | Jun 17 | | | | Jun 18 | 6/15/18 | 1.73% | MTN | MW: 10 | \$1.0M | | |
| Total By Year (excl LAIF) | | | | | \$8.20m | | | | | | | | | | | | \$18.17m | |
| % of Total Securities (excl LAIF) | | | | | 14% | | | | | | 20% | | | | | | 31% | |
| % of Total Investments (incl LAIF) | | | | | 46% | | | | | | 12% | | | | | | 20% | |
| Total Securities | | | | | \$57.8M | | | | | | | | | | | | | |
| LAIF | | | | | \$34.0M | | | | | | | | | | | | | |
| Total Investments | | | | | \$91.8M | | | | | | | | | | | | | |

Shaded rows indicate months with significant cash inflows.

**City of Manhattan Beach
Investment Policy Compliance Chart**

As of June 30, 2015

| Instrument | % of Total | Dollar Compliance | | Percentage Compliance | Term Compliance |
|--|---------------|---------------------|------------|-----------------------------|-----------------|
| | | Limit | Compliant? | | |
| Local Agency Investment Fund (LAIF) | 37.0% | \$33,950,000 | Yes | Temporary Suspension | |
| Certificates of Deposit | | | | | |
| Discover Bank (5649) | 0.3% | \$245,000 | Yes | 5.0% | Yes |
| First Merit Bank (13675) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| First Bank NC (15019) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Flushing SB NY (16049) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Citizens Deposit Bk (16852) | 0.2% | 211,000 | Yes | 5.0% | Yes |
| Key Bank NA (17534) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Webster Bank (18221) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Compass Bank (19048) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Bank of Manhattan (23191) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Boston Private Bank & Trust (24811) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Georgia Bank & Trust (27574) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Fox Chase Bank (28888) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Pyramax Bank (29120) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Third Fed Svgs Bk (30012) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Washington Federal (30570) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Goldman Sachs Bk (33124) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Bank of NC (33527) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| State Bank of India NY (33682) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Bank Hapoalim NY (33686) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| GE Cap Financial Inc (GE Capital Bank - 33778) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Wheaton Bk & Trust (33803) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| First Sentry Bank (34241) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Barrington Bank & Trust (34395) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Merrick Bank (34519) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| EverBank (34775) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Bank of Holland (34862) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Comenity Capital (57570) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Aly Bank (57803) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Sallie Mae Bank (58177) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Marlin Business Bank (58267) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| USNY Bank (58541) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Crossfirst Bank (58648) | 0.3% | 245,000 | Yes | 5.0% | Yes |
| Total Certificates of Deposit (32) | 8.5% | \$7,806,000 | Yes | 20.0% | Yes |
| Medium Term (Corporate) Notes | | | | | |
| Berkshire Hathaway | 1.1% | \$1,000,000 | Yes | 5.0% | Yes |
| Costco Companies | 1.1% | 1,000,000 | Yes | 5.0% | Yes |
| GE Cap Corp | 2.2% | 2,000,000 | Yes | 5.0% | Yes |
| National Australia Bank | 0.5% | 500,000 | Yes | 5.0% | Yes |
| Oracle | 1.1% | 1,000,000 | Yes | 5.0% | Yes |
| Pfizer Inc | 1.1% | 1,000,000 | Yes | 5.0% | Yes |
| Toyota Motor Credit | 1.1% | 1,000,000 | Yes | 5.0% | Yes |
| Union Bank | 1.1% | 1,000,000 | Yes | 5.0% | Yes |
| Wells Fargo & Co | 0.5% | 500,000 | Yes | 5.0% | Yes |
| 3M | 1.1% | 1,000,000 | Yes | 5.0% | Yes |
| Microsoft | 1.1% | 1,000,000 | Yes | 5.0% | Yes |
| Chevron | 1.1% | 1,000,000 | Yes | 5.0% | Yes |
| Total Medium Term Notes (12) | 13.1% | \$12,000,000 | Yes | 20.0% | Yes |
| Federal Agencies | | | | | |
| Federal Home Loan Bank (FHLLB) | 8.7% | \$8,000,000 | Yes | 33.3% | Yes |
| Federal Farm Credit (FFCB) | 10.9% | 10,000,000 | Yes | 33.3% | Yes |
| Fannie Mae (FNMA) | 12.0% | 11,000,000 | Yes | 33.3% | Yes |
| Freddie Mac (FHLMC) | 7.6% | 7,000,000 | Yes | 33.3% | Yes |
| Tenn Valley Authority (TVA) | 2.2% | 2,000,000 | Yes | 33.3% | Yes |
| Total Federal Agencies (5) | 41.4% | \$38,000,000 | Yes | 60.0% | Yes |
| Total Portfolio | 100.0% | \$91,756,000 | | | |

CITY OF MANHATTAN BEACH
June 30, 2015

| <u>Investments</u> | Book Value |
|--|--------------------------------------|
| LAIF | \$33,950,000.00 |
| Medium Term Notes | 12,182,513.04 |
| Federal Agency Issues-Coupon | 38,144,287.32 |
| Certificates of Deposit | 7,806,000.00 |
| Subtotal Investments | <u>\$92,082,800.36</u> |
| | |
| <u>Demand Deposit/Petty Cash</u> | |
| Cash in Bank | \$5,242,634.89 |
| Petty Cash | 2,482.50 |
| Subtotal Demand Deposit | <u>\$5,245,117.39</u> |
| | |
| <u>Subtotal City Cash & Investments</u> | <u>\$97,327,917.75</u> |
| | |
| <u>Bond Funds Held in Trust</u> | |
| Police Fire Refund Delivery Cost | 159,981.26 |
| Marine | 32,565.95 |
| Metlox & Water/Wastewater Refunding | 204,856.25 |
| Utility Assessment Dist | 1,359,647.65 |
| Subtotal Bonds Held in Trust | <u>\$1,757,051.11</u> |
| Treasurer's Balance | <u><u>\$99,084,968.86</u></u> |



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

| Date | Daily Yield* | Quarter to Date Yield | Average Maturity (in days) |
|----------|--------------|-----------------------|----------------------------|
| 06/25/15 | 0.30 | 0.29 | 220 |
| 06/26/15 | 0.30 | 0.29 | 229 |
| 06/27/15 | 0.30 | 0.29 | 229 |
| 06/28/15 | 0.30 | 0.29 | 229 |
| 06/29/15 | 0.30 | 0.29 | 226 |
| 06/30/15 | 0.31 | 0.29 | 239 |
| 07/01/15 | 0.32 | 0.32 | 249 |
| 07/02/15 | 0.32 | 0.32 | 245 |
| 07/03/15 | 0.32 | 0.32 | 244 |
| 07/04/15 | 0.32 | 0.32 | 244 |
| 07/05/15 | 0.32 | 0.32 | 244 |
| 07/06/15 | 0.32 | 0.32 | 243 |
| 07/07/15 | 0.32 | 0.32 | 240 |
| 07/08/15 | 0.32 | 0.32 | 239 |

*Daily yield does not reflect capital gains or losses

LAIF Performance Report

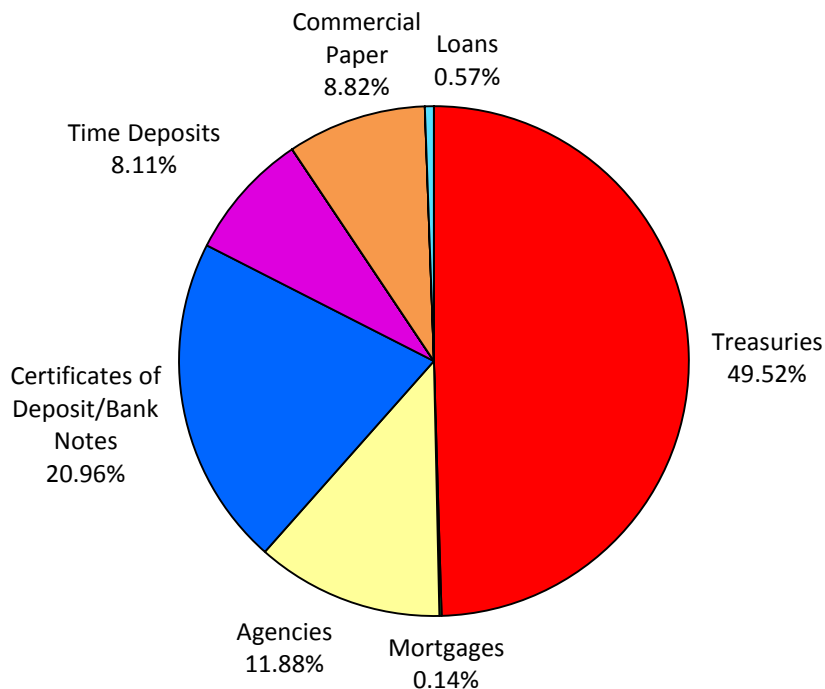
Quarter Ending 03/31/15

Apportionment Rate: 0.26%
 Earnings Ratio: 0.00000712637778462
 Fair Value Factor: 1.000383728
 Daily: 0.27%
 Quarter to Date: 0.27%
 Average Life: 191

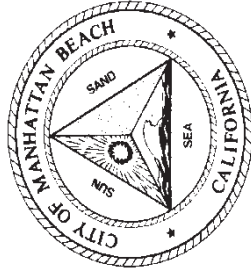
PMIA Average Monthly Effective Yields

JUN 2015 0.299%
 MAY 2015 0.290%
 APR 2015 0.283%

**Pooled Money Investment Account
Portfolio Composition
\$66.5 billion
5/31/15**



City of Manhattan Beach



Preliminary Financial Reports

June 2015

Fiscal Year 2014-2015

City of Manhattan Beach
Fiscal Year 2015 Statement of Revenues & Expenditures

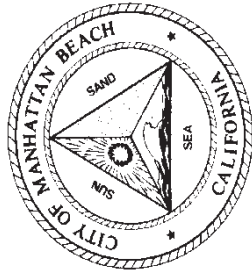
June 30, 2015

% of Year
100.0%

PRELIMINARY REPORT

| Fund Title | Fund No. | Current Year Activity | | | | | | % Expended |
|--|----------|-----------------------|----------------------|--------------|-----------------------|---------------------|--------------|------------|
| | | Budgeted Revenue | YTD Revenues | % Realized | Budgeted Expenditures | YTD Expenditures | % | |
| General Fund | 100 | \$59,846,949 | \$63,370,057 | 105.9% | \$61,774,875 | \$60,481,289 | 97.9% | |
| Street Lighting & Landscaping Fund | 201 | 399,620 | 376,986 | 94.3% | 652,909 | 609,121 | 93.3% | |
| Gas Tax Fund | 205 | 1,202,947 | 1,361,367 | 113.2% | 4,379,876 | 1,533,804 | 35.0% | |
| Asset Forfeiture | 210 | 7,300 | 69,796 | 956.1% | 226,345 | 117,421 | 51.9% | |
| Police Safety Grants | 211 | 101,200 | 107,572 | 106.3% | 209,274 | 148,334 | 70.9% | |
| Federal & State Grants | 220 | - | - | n/a | - | - | n/a | |
| Prop A Fund | 230 | 637,699 | 650,758 | 102.0% | 805,070 | 689,957 | 85.7% | |
| Prop C Fund | 231 | 6,118,340 | 750,469 | 12.3% | 20,361,151 | 306,125 | 1.5% | |
| AB 2766 Fund | 232 | 74,197 | 45,459 | 61.3% | 200,068 | 9,948 | 5.0% | |
| Measure R | 233 | 416,577 | 400,700 | 96.2% | 335,000 | - | 0.0% | |
| Capital Improvements Fund | 401 | 2,363,901 | 1,628,911 | 68.9% | 8,740,855 | 1,110,654 | 12.7% | |
| Underground Assessment District Construction | 403 | 1,200 | 1,388 | 115.7% | - | - | n/a | |
| Water Fund | 501 | 16,546,891 | 16,261,440 | 98.3% | 19,009,836 | 9,992,062 | 52.6% | |
| Storm Drain Fund | 502 | 353,033 | 346,882 | 98.3% | 1,445,994 | 618,162 | 42.7% | |
| Wastewater Fund | 503 | 3,743,047 | 3,604,417 | 96.3% | 4,091,883 | 1,603,130 | 39.2% | |
| Refuse Fund | 510 | 3,968,705 | 4,041,884 | 101.8% | 4,359,121 | 4,007,434 | 91.9% | |
| Parking Fund | 520 | 2,385,078 | 2,581,846 | 108.2% | 2,675,906 | 2,161,651 | 80.8% | |
| County Parking Lots Fund | 521 | 775,510 | 784,146 | 101.1% | 644,806 | 196,802 | 30.5% | |
| State Pier & Parking Lot Fund | 522 | 581,729 | 610,610 | 105.0% | 2,704,282 | 546,675 | 20.2% | |
| Insurance Reserve Fund | 601 | 4,661,672 | 4,931,471 | 105.8% | 5,752,745 | 6,970,593 | 121.2% | |
| Information Systems Reserve Fund | 605 | 2,272,016 | 2,272,020 | 100.0% | 2,861,335 | 1,771,271 | 61.9% | |
| Fleet Management Fund | 610 | 2,223,625 | 2,253,893 | 101.4% | 2,646,638 | 1,956,274 | 73.9% | |
| Building Maintenance & Operation Fund | 615 | 1,699,779 | 1,600,652 | 94.2% | 1,698,391 | 1,680,684 | 99.0% | |
| Special Assessment Debt Service | 710 | 965,000 | 949,240 | 98.4% | 953,389 | 953,793 | 100.0% | |
| City Pension Fund | 801 | 180,900 | 10,967 | 6.1% | 233,220 | 220,875 | 94.7% | |
| | | \$111,526,915 | \$109,012,931 | 97.7% | \$146,762,969 | \$97,686,055 | 66.6% | |

City of Manhattan Beach



Preliminary Financial Reports

June 2015

Fiscal Year 2014-2015

City of Manhattan Beach
 Fiscal Year 2014-2015
 Period 12 - June

Data Date: 7/23/2015
 Percent Year: 100.0%

General Fund Expenditures By Department

PRELIMINARY REPORT

| | Annual Budget | Current Month | YTD Expend. | YTD Encumb. | Available Budget | Percent Utilized* |
|--------------------------|---------------|---------------|-------------|-------------|------------------|-------------------|
| 11 Management Services | 2,714,382 | 376,936 | 2,731,855 | 222,904 | (240,377) | 108.86 |
| 12 Finance | 3,759,231 | 303,755 | 3,563,250 | 40,368 | 155,613 | 95.86 |
| 13 Human Resources | 1,251,945 | 73,279 | 1,008,554 | 40,016 | 203,375 | 83.76 |
| 14 Parks and Recreation | 7,664,943 | 649,480 | 7,270,384 | 42,268 | 352,291 | 95.40 |
| 15 Police | 23,210,318 | 2,150,061 | 23,464,660 | 30,813 | (285,155) | 101.23 |
| 16 Fire | 11,461,981 | 993,805 | 11,660,605 | 97,343 | (295,967) | 102.58 |
| 17 Community Development | 4,796,353 | 436,519 | 4,250,020 | 497,225 | 49,108 | 98.98 |
| 18 Public Works | 6,915,722 | 684,875 | 6,531,960 | 42,168 | 341,595 | 95.06 |
| 100 General Fund | 61,774,875 | 5,668,710 | 60,481,289 | 1,013,105 | 280,482 | 99.55 |

*Percent Utilized includes YTD encumbrances.

City of Manhattan Beach
 Fiscal Year 2014-2015
 Period 12 - June

Data Date: 7/23/2015
 Percent Year: 100.0%

Regular City Council Meeting
 August 18, 2015
 General Fund Expenditures By Department

PRELIMINARY REPORT

| | Annual Budget | Current Month | YTD Expend. | YTD Encumb. | Available Budget | Percent Utilized* |
|--------------------------|---------------|---------------|-------------|-------------|------------------|-------------------|
| 11 Management Services | 2,714,382 | 376,936 | 2,731,855 | 222,904 | (240,377) | 108.86 |
| 12 Finance | 3,759,231 | 303,755 | 3,563,250 | 40,368 | 155,613 | 95.86 |
| 13 Human Resources | 1,251,945 | 73,279 | 1,008,554 | 40,016 | 203,375 | 83.76 |
| 14 Parks and Recreation | 7,664,943 | 649,480 | 7,270,384 | 42,268 | 352,291 | 95.40 |
| 15 Police | 23,210,318 | 2,150,061 | 23,464,660 | 30,813 | (285,155) | 101.23 |
| 16 Fire | 11,461,981 | 993,805 | 11,660,605 | 97,343 | (295,967) | 102.58 |
| 17 Community Development | 4,796,353 | 436,519 | 4,250,020 | 497,225 | 49,108 | 98.98 |
| 18 Public Works | 6,915,722 | 684,875 | 6,531,960 | 42,168 | 341,595 | 95.06 |
| 100 General Fund | 61,774,875 | 5,668,710 | 60,481,289 | 1,013,105 | 280,482 | 99.55 |

*Percent Utilized includes YTD encumbrances.

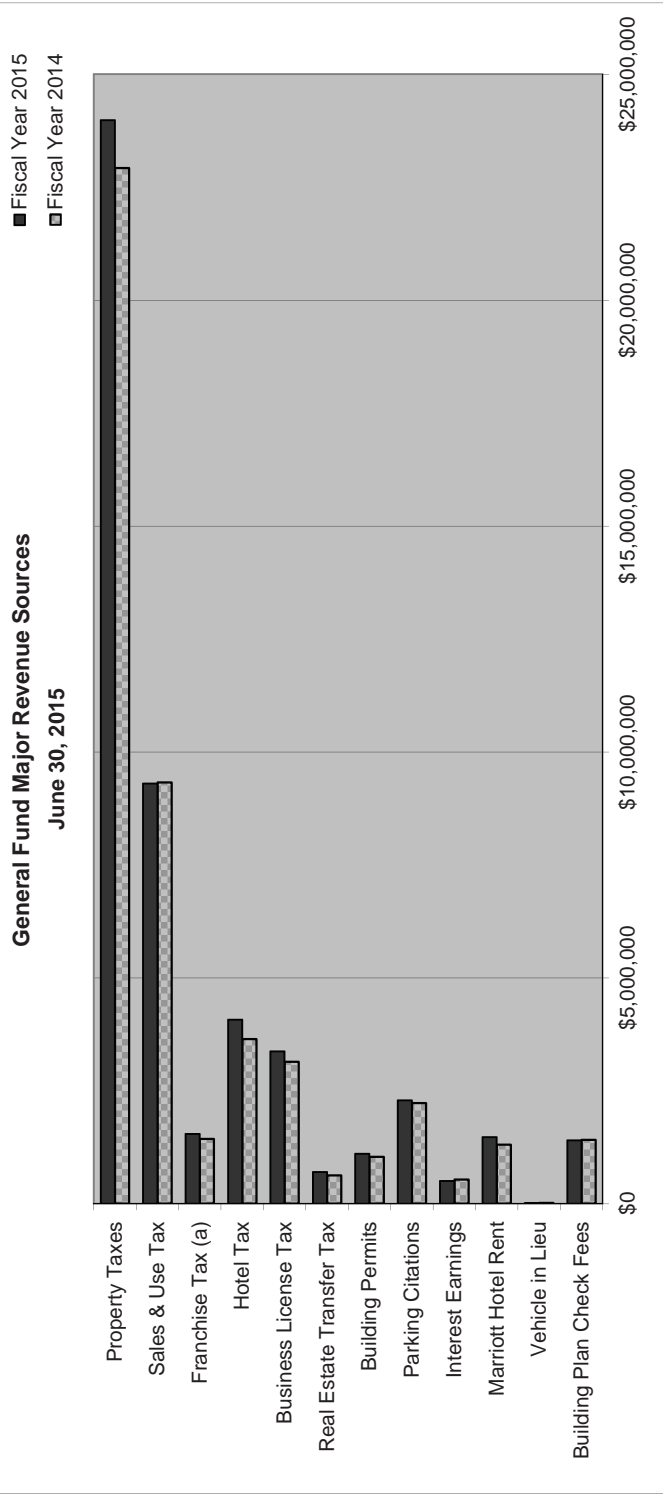
City of Manhattan Beach
 Fiscal Year 2015 General Fund Major Revenue Trends
 June 30, 2015
PRELIMINARY REPORT

Percent of Year
100.0%

| Major Revenue Accounts | Fund No. | Year-To-Date Actuals | | | | | FY 2015 | | |
|-------------------------------------|----------|----------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|----------------|
| | | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | Adj Budget | Realized |
| Property Taxes | 100 | 19,165,985 | 18,995,966 | 19,111,009 | 21,178,113 | 22,915,984 | 23,980,113 | 23,911,150 | 100.29% |
| Sales & Use Tax | 100 | 7,087,771 | 8,150,665 | 8,811,604 | 9,213,730 | 9,316,609 | 9,300,475 | 9,112,873 | 102.06% |
| Franchise Tax (a) | 100 | 1,198,310 | 1,278,709 | 1,320,870 | 1,364,770 | 1,426,774 | 1,542,045 | 1,407,385 | 109.57% |
| Hotel Tax | 100 | 2,694,122 | 2,754,127 | 2,748,653 | 3,271,194 | 3,641,399 | 4,070,428 | 3,769,000 | 108.00% |
| Business License Tax | 100 | 2,783,641 | 2,844,066 | 3,018,177 | 3,122,501 | 3,140,273 | 3,376,113 | 3,125,000 | 108.04% |
| Real Estate Transfer Tax | 100 | 343,106 | 427,804 | 514,078 | 607,544 | 620,136 | 705,393 | 595,000 | 118.55% |
| Building Permits | 100 | 710,292 | 818,468 | 818,417 | 872,218 | 1,031,410 | 1,106,462 | 1,160,000 | 95.38% |
| Parking Citations | 100 | 2,514,082 | 2,488,845 | 2,431,413 | 2,249,073 | 2,221,517 | 2,289,004 | 2,340,000 | 97.82% |
| Interest Earnings | 100 | 563,099 | 630,067 | 546,092 | 598,534 | 531,778 | 506,312 | 486,600 | 104.05% |
| Marriott Hotel Rent | 100 | 974,147 | 980,703 | 890,772 | 1,162,324 | 1,304,466 | 1,472,437 | 1,320,000 | 111.55% |
| Vehicle in Lieu | 100 | 108,815 | 118,296 | 95,915 | 18,887 | 15,631 | 15,099 | - | - |
| Building Plan Check Fees | 100 | 558,350 | 797,742 | 958,673 | 1,041,846 | 1,409,954 | 1,402,186 | 1,350,000 | 103.87% |
| Total Major Revenue Accounts | | 38,701,721 | 40,285,458 | 41,265,672 | 44,700,732 | 47,575,909 | 49,766,067 | 48,577,008 | 102.45% |
| Over/(Under) Prior Year | | 1,583,737 | 980,214 | 3,435,060 | 2,875,177 | 2,190,158 | 4.60% | | |
| Percent Change From Prior Year | | 4.09% | 2.43% | 8.32% | 6.43% | | | | |
| Other Revenues | | 10,605,791 | 11,601,553 | 11,856,007 | 12,260,225 | 12,585,628 | 13,603,990 | 11,269,941 | 120.71% |
| Total General Fund Revenues | | 49,307,512 | 51,887,011 | 53,121,679 | 56,960,957 | 60,161,537 | 63,370,057 | 59,846,949 | 105.89% |

Other Revenues 10,605,791 11,601,553 11,856,007 12,260,225 12,585,628 13,603,990 11,269,941 120.71%

Total General Fund Revenues 49,307,512 51,887,011 53,121,679 56,960,957 60,161,537 63,370,057 59,846,949 105.89%



(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.

Agenda Date: 8/18/2015

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:

Youth Art Education Initiative (Art Lab) (Parks and Recreation Director Leyman).

APPROVE

RECOMMENDATION:

Staff recommends that the City Council approve funding for the Youth Art Education Initiative (Art Lab).

FISCAL IMPLICATIONS:

The fiscal impact will be \$24,300.00 to the Public Art Trust Fund. Future funding options will include grants and partnerships with other Manhattan Beach Arts and Education organizations.

BACKGROUND:

At the December 9, 2014 meeting of the Cultural Arts Commission, the Commission discussed an art education initiative for teens. After extensive discussions with the Art department at Mira Costa High School, staff identified a need to provide an outlet for Mira High School Students to engage in a constructive and advanced level of art making and art theory to better prepare them for college, or other creative pursuits. The program is also designed to give advanced art students the opportunity to build their portfolios. The City Council approved the discussion of this item at the April 21, 2015 City Council meeting. The Cultural Arts Commission members unanimously desire to seek City Council approval for the initiative.

DISCUSSION:

Over the last year, the Cultural Arts Division Staff has been assessing the needs of the community as it relates to the arts. This assessment has shown a gap in afterschool intensive art making programs for youth, specifically between the ages of 14 and 17. Art

students at the local high schools have excellent art programs at their disposal, but for the advanced students or students who are not in an art program, there is little exposure to professional artists and art making material. The unique approach to Art Lab aims to foster a particular type of creative energy that is exemplified through project-based learning models. Art Lab will offer youth access to artistic resources and instruction, and promote a practical "do-it-yourself" ethic that fosters artistic independence and entrepreneurialism. During studio time, students will be able to work on projects of their choice, collaborate with other students on a project or receive instruction from educators. Art Lab has the capacity for 30 students and will be one of the primary programs based at the Manhattan Beach Art Center.

It is a common practice for Arts Commissions across the Country to fund programs and projects in the following areas: Community education initiatives, public art projects, community grants to artists and arts organizations, and special events. In the City of Manhattan Beach Public Arts Trust Fund Ordinance 2040 under section 10.90.060-Use of Funds it states: "Projects to be funded from the proceeds of fees collected hereunder shall consist of works of art placed in public places or incorporated in public buildings, art education programs or art display programs designated by the Cultural Arts Commission and approved and accepted by the City Council."

The current undesignated balance of the Public Art Trust Fund is: \$215,636.

Policy Options

Option A (Staff Recommendation)- Fully fund the Art Lab program for two days per week for 3½ hours per day from October through May with a total cost of \$24,300.

PROS:

Art Lab will fulfill an identified programmatic need in the community. To fully fund this program will offer the most comprehensive results and give the serious art students in Manhattan Beach an advantage in developing their portfolios for college.

CONS:

Not funding the program will reduce opportunities for the high school art students as they develop their skills for college.

Option B - Fully fund the Art Lab program with \$12,150 from the Public Arts Trust Fund and \$12,150 from the existing Cultural Arts Budget.

PROS:

Fully funding the program with fewer Public Art Trust Fund dollars.

CONS:

Impact to other Cultural Arts educational programs budgeted during the 2015-16 fiscal year.

Option C - Continue to research and develop collaborative Art Lab funding opportunities with the school district, foundations, and local universities.

PROS:

No financial impact to the public Art Trust Fund.

CONS:

Program will not be implemented. We will not be able to track program success by which to secure grants and Foundation support in the future.

CONCLUSION:

Staff recommends that the City Council discuss and approve Option A for funding the Youth Art Education Initiative (Art Lab).

Attachments

1. Manhattan Beach Art Lab

Art Lab MB

Proposal City of Manhattan Beach





History

- ▶ Over the last six months the Cultural Arts Staff has been assessing the needs of the community as it is related to the arts. We have worked with educators from a variety of schools. It was determined that there was a lack of opportunity to be involved in an intensive art making program for youth, specifically between the ages of 14 and 17. We have determined that this is where our expertise and ability are best served.



- ▶ Art students at the local high schools have excellent art programs at their disposal but for the advanced students or students who are not in an art program there is little exposure or access to professional artists and art making material.



- ▶ Art Lab MB would be an intensive afterschool program for art and non-art students who want to focus their time on independent projects in a non-academic environment working alongside professional artist educator/mentors.
- ▶ Art Lab would be a safe place for youth to be creative. A minimum of three mentors and staff will be available at all times.



▶ The unique approach to Art Lab MB - we hope to foster a particular type of creative energy that is exemplified through project-based learning models. We will offer youth access to artistic resources and instruction, and promote a practical "do-it-yourself" ethic that fosters artistic independence and entrepreneurialism.



Art lab tips its hat to the long history of “maker culture” in Manhattan Beach.



- ▶ Art Lab will also give students who are planning on going to college an additional opportunity to build their portfolios.



- ▶ During studio time, students will be able to work on projects of their choice, collaborate with other students on a project, or receive instruction from educators who will be working on their own projects.





- ▶ During studio time. Student can also come to socialize and discuss art concepts. The intent of the program is to be student centric in proposals and projects.



Program Framework

- ▶ Students will be able to work on projects of their choice.
- ▶ Two arts professionals will be working and mentoring in the studios at the Manhattan Beach Art Center.
- ▶ Studio time will be Wednesdays from 3pm-7pm and Fridays from 6pm to 10pm.
- ▶ Art Lab MB has the capacity for 30 students.



- ▶ Art Lab MB will be subsidized for the first year to develop the program and create a track record. In the following years grants will be secured to supplement program funding.





Budget

| | |
|-----------------------|---------------|
| Artist/Educators..... | 12,500 |
| Art Supplies..... | 7,500 |
| Administration..... | 2,800 |
| Start-up..... | 1,500 |
| Total..... | 24,300 |



Thank you

Agenda Date: 8/18/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Tony Olmos, Public Works Director

SUBJECT:

Water Conservation Update (Public Works Director Olmos).

RECEIVE REPORT; DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Staff recommends that the City Council receive report and provide direction as necessary.

FISCAL IMPLICATIONS:

There is no fiscal impact associated with this action.

BACKGROUND:

On April 1, 2015, Governor Brown issued Executive Order B-29-15 that, among other things, directed the State Water Resources Control Board (Water Board) to impose restrictions on water suppliers to achieve a statewide 25 percent reduction in potable urban water usage through February 2016; require commercial, industrial, and institutional users to implement water efficiency measures; prohibit irrigation with potable water of ornamental turf in public street medians; and prohibit irrigation with potable water outside newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On April 14, 2015, the Metropolitan Water District (MWD) declared a Condition 3 (Stage 3) drought. Per the provisions in the City's Water Conservation Ordinance in effect at the time, additional water use restrictions by stage would mirror the stage declared by MWD. Therefore, the City of Manhattan Beach went into Stage 3 Drought Restrictions, which limited outdoor watering to one day per week among other things.

On May 5, 2015, the State Water Resources Control Board (Board) adopted an Emergency Regulation for Statewide Urban Water Conservation to implement Executive Order B-29-15. Subsequently, all California cities were given their individual water conservation goals based on their past conservation history. Manhattan Beach was given a goal of 20%. This meant

that the City of Manhattan Beach was required to conserve 20% from June 2015 to February 2016 as compared to the same period from 2013.

On June 2, 2015, the City of Manhattan Beach revised its water conservation ordinance to comply with the Board's emergency water conservation regulations. The amendment to the ordinance primarily included the following changes:

- Gave City Council authority to set the drought "Stage" that corresponds to the level of additional water use restrictions
- Staggered the allowed watering day by address (odd or even) for Stages 3 and 4
- Revised the penalty section

Public education has been staff's top priority. Staff conducted a well-attended community meeting, issued press releases, hung street banners, and sent out mailers. The most recent mailer was sent to all residents in early July 2015 and included information regarding current water use restrictions and provided a bilingual "cheat sheet" that could be shared with their gardeners.

DISCUSSION:

In response to our local outreach and public service announcements by outside agencies, the Manhattan Beach residents have responded and continue to conserve in excess of our water conservation goal. When comparing the period of June - July 2015 to the same period in 2013, our data shows that our City has conserved an average of 20.5%. This exceeds our goal of 20% by 0.5%, which is good news so far, but is uncomfortably close to our target. We must remember that our goal is cumulative, so we must sustain this level of conservation through February 2016 (Attachment 1).

The most common complaint from some residents is that watering one day per week for 15 minutes is not sufficient. In response, staff provides advice on how to maximize water retention and set the irrigation timing to reduce the amount of runoff. For some residents, the recommendations are sufficient, but others feel that splitting the watering day into two days would be better. Staff agrees, but emphasizes the fact that enforcement is more difficult when residents are only to water for reduced times on two separate days especially since staff does not have the resources or intend on inspecting individual irrigation timers to confirm compliance.

Regarding enforcement, the City has dedicated a staff person to make observations regarding water use on non-permitted days. Staff has issued over 100 warnings identifying the source of the violation via a door hanger. Staff intends to begin issuing citations towards the end of August since residents by that time would have had sufficient time to make any necessary adjustments to their watering practice.

If City Council wants to consider making changes to the existing water restrictions, City Council could set a public hearing for September 1, 2015 and direct staff to properly notice the public hearing. Possible changes may include changing the current drought restrictions from Stage 3 to Stage 2 in accordance with the current Water Conservation Ordinance procedures. This change would allow residents to water for two days per week, but will require more aggressive enforcement to assure that the City's water conservation goal will continue to be met.

CONCLUSION:

Staff recommends that the City Council receive report and provide direction as necessary.

Attachments:

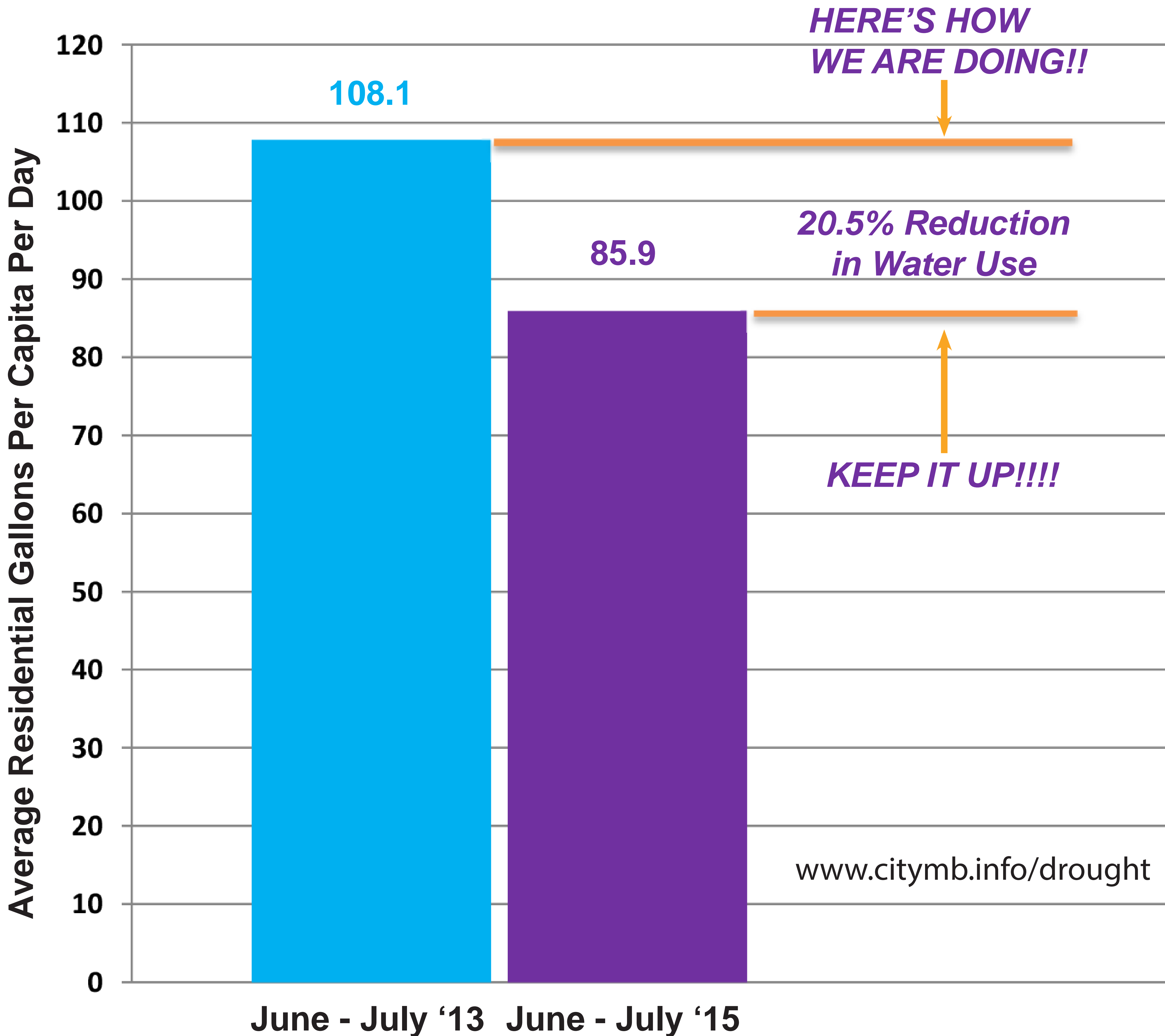
1. Water Conservation Tracker (June - July)

Manhattan Beach

WATER CONSERVATION TRACKER

GOAL: 20% WATER USE REDUCTION FROM 2013

Period: June 2015 - February 2016



Agenda Date: 8/18/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

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

SUBJECT:

Review Regulation of Smoking in Multi-Unit Housing, and Institution of a Tobacco Retail Licensing Program in Manhattan Beach (Public Works Director Olmos).

DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Staff recommends that City Council:

1. Discuss options to include in regulating smoking in multi-unit housing properties; and
2. Discuss licensing the sale of tobacco products and electronic cigarettes in an effort to regulate the sale of these products to minors.

EXECUTIVE SUMMARY:

City Council directed staff to explore options relating to the expansion of the City's smoke-free public places policy. These areas include:

1. Options for regulating smoking in multi-unit properties; and
2. Licensing the sale of tobacco products, including electronic cigarettes.

Staff prepared a draft ordinance to address the mentioned topics, and several areas for discussion are highlighted throughout the ordinances. City Council direction is needed in the following areas:

1. Smoke-Free Multi-Unit Housing
 - A. Should the definition of multi-unit properties be set as those with 3 or more attached units, and should the Manhattan Village multi-family properties be included in the ordinance?
 - B. Should smoking in indoor, and certain outdoor, areas of multi-unit properties be

prohibited?

- C. Should the City set a phase-in date for implementation of smoke-free requirements, and how should the ordinance be enforced?
- D. Should the City allow an exemption for use of electronic cigarettes inside units?

2. Tobacco Retail Licensing (TRL)

- A. Should an ordinance limit youth access to tobacco products by restricting the sale of flavored tobacco products?
- B. Should existing retailers be “grandfathered-in” or given an amortization period to comply with the ordinance?

FISCAL IMPLICATIONS:

There are no fiscal impacts associated with the current action. If the City Council moves to introduce and approve the ordinances, funds will need to be allocated for further outreach to multi-unit housing and tobacco retail businesses, as well as for enforcement of the ordinances. The fees associated with an approved Tobacco Retail License program should be designed to cover the cost of program administration and enforcement.

BACKGROUND:

In an effort to protect public health and the marine environment, the City adopted an ordinance prohibiting smoking, including electronic cigarettes, in all outdoor public places (MBMC 4.116.030) on June 17, 2014. The Smoke-Free Public Places ordinance became enforceable on August 18, 2014, and was meant to be self-enforcing, with individuals voluntarily adhering to the requirements.

At its meeting on January 20, 2015, City Council stated the goal of making Manhattan Beach the healthiest City for residents to raise a family. Several issues were raised at this meeting, and City Council voted to direct staff to draft an ordinance for City Council discussion and consideration that would expand the City’s smoke-free public places policy to include multi-unit housing. The Council also wanted further discussion on how “multi-unit” would be defined in such an ordinance (e.g. 2 or more units, 3 or more units, etc.). City Council also directed staff to develop a tobacco retail licensing ordinance to limit sale of cigarettes and electronic cigarettes to minors.

Smoke-free Public Places Policy and Multi-Unit Housing

Since implementation of the Smoke-Free Public Places policy, Staff has received complaints from residents who have neighbors that smoke, resulting in the smoke entering their units. In March 2014, an advocacy group, Smokefree Air for Everyone, conducted surveys of multi-unit residents to gather some anecdotal information regarding a smoke-free policy in multi-unit housing. Ninety-two residents completed the survey, and 18% reported secondhand smoke drifted into their homes (see Attachment 1 for full survey results).

Tobacco Retail Licensing in California

An estimated 34,000 youth start to smoke in California each year. The 2014 National Youth Tobacco Survey shows that while declines in youth cigarette smoking continue, youth use of electronic cigarettes tripled from 2013 to 2014 - exceeding the use of regular cigarettes. As of June 2012, more than 105 cities and counties in California have adopted strong tobacco

retail licensing ordinances and have seen the rate of youth access to tobacco reduced dramatically. Tobacco Retail License initiatives allow a city to have better oversight of retailers in order to protect the health of its citizens, especially the community's youth. Many cities also limit the number of licenses it issues to control the density of tobacco retailers.

Breathe Free MB: Additional Outreach and Enforcement Following the January 20th meeting

At the January 20th meeting, Staff reported on the status of the ordinance implementation efforts, discussed additional outreach and enforcement options, and introduced the topic of smoking in multi-unit housing. City Council approved outreach strategies that included continued collaboration with community and business groups, placement of additional signage, and increased enforcement utilizing the City's uniformed personnel.

On April 1, 2015, after continued complaints regarding repeat violations, the City issued an Information Memo announcing more active enforcement would take place. Below is a summary of the outreach efforts:

- Police Department, Code Enforcement and Residential Construction officers were provided with a list of high-traffic areas in the community that were noted for repeat violations of the smoking ordinance. Staff from these departments respond to smoking violations and monitor high-traffic areas on a daily basis. City personnel use their discretion when dealing with visitors and foreign tourists who may be unaware of the ordinance.
- Additional signage was placed in some high-traffic areas, and the City will continue to add signage as is feasible. Local businesses have been notified that they are to remind their employees about the smoke-free policy, and let them know that violators could be issued warning citations and fines. In cases of non-compliance, the City has the ability to issue a citation in an amount of up to \$100 for the first offense, ranging to \$500.
- As of August 11, 2015, 28 written warnings have been issued. 17 citations have been issued, which are considered misdemeanors under the City's ordinance. When a misdemeanor citation is issued, it is forwarded to the City Prosecutor for review and determination of an office hearing or court processing. To date, each of the misdemeanors has been resolved through office hearings with the City Prosecutor.

DISCUSSION:

To support the City Council in its efforts to ensure the health and well-being of the residents of Manhattan Beach, Staff is presenting options for City Council discussion regarding implementation of smoke-free policies in multi-unit housing and licensing of retail sale of tobacco products in the city. The staff report will be divided into these two topics: Multi-Unit Housing and Tobacco Retail Licensing.

1. Expansion of Smoke-free Policy to Multi-Unit Housing

Smoke-Free Housing Ordinances can be designed to limit exposure to secondhand smoke in multi-unit housing. Draft Ordinance No. 15-0019 "Regulating Smoking in Multi-Unit

Housing” (Attachment 2), outlines several items for City Council consideration. Direction is needed on the following areas:

- A. Definition of multi-unit properties, and inclusion of the Manhattan Village multi-family properties;
- B. Restricting smoking in the indoor and outdoor common areas of all types of multi-unit residences, with the option to create designated outdoor smoking areas that meet specific criteria;
- C. Phase-in implementation of smoke-free requirements, and development of an enforcement program; and
- D. Exemption for use of electronic cigarettes inside units.

A. Defining Multi-Unit Properties to Include in a Smoke-Free Housing Ordinance

- 1. Staff seeks City Council direction on the definition of multi-unit properties, and the inclusion of the Manhattan Village multi-unit properties in the definition.

The City of Manhattan Beach licenses 340 multi-unit housing properties, including condominium associations, with three or more units in the community, totaling nearly 1,500 households.

Defining multi-unit properties as those with three or more units is consistent with definitions in other municipalities, and falls under the definition of multi-family properties in the City’s zoning code. (See Attachment 3 for a map of areas that include licensed multi-unit housing properties in Manhattan Beach.)

This definition includes the condominium associations in the city, and apartment rental properties (including the Senior Villa properties). The Manhattan Village properties are not included in the City’s multi-family property definition because of its Residential Planned Development status. Manhattan Village properties do have attached units of three or more, as well as its own Home Owner Association (HOA) Agreements and private Covenants, Conditions and Restrictions (CC&Rs). If the City Council would like to include the Manhattan Village properties in this ordinance, Staff can work with their HOA Board to explain the provisions of the ordinance.

Property managers of the potentially impacted multi-unit rental properties and Home Owner Associations are interested in smoke-free ordinances as a way to reduce exposure to second-hand smoke for their residents, as well as reduce the cleaning costs associated with smoking units. However, there is concern over restricting smoking in units completely. Staff heard from two property management associations that will not support a ban on smoking inside units, while others may support a ban on smoking in common areas of a property. State law gives property managers and landlords the right to make their properties non-smoking, but they are not legally required to do so.

There is support for conducting an outreach and education program among the property managers so smoke-free practices can be shared with tenants voluntarily. Here are some options for outreach that the City can consider:

- The South Bay Association of Realtors would support the property managers designating non-smoking areas voluntarily, and would be willing to fund an education initiative for property managers;
- The Los Angeles County Housing Authority implemented a one-year education period in its policy, and the City of LA is planning to do the same thing; and
- The Center for Disease Control has provided grant funding to UCLA's Center on Health Policy Research to help landlords and property managers understand the benefits of smoke-free policies.

Further, smoke-free housing ordinances can include the designation of smoking areas or smoking units to allow residents of multi-unit housing a place to smoke, but it is not a requirement of expanding the smoke-free policy to multi-unit housing.

B. Prohibit Smoking in Certain Areas on Multi-Unit Housing Properties

1. Staff seeks City Council direction on the prohibition of smoking in certain areas, with the option to create designated outdoor smoking areas that meet specific criteria.

Sixteen jurisdictions in California have passed ordinances requiring no smoking in 100% of units, balconies, patios and common areas. The County of Los Angeles Public Health Department summarizes some common features included in smoke-free housing ordinances in Attachment 4. Many of the ordinances apply to existing units, include smoke-free lease terms for new and existing units, have a phase-in plan, and implement an education and enforcement plan.

Staff seeks City Council direction on which areas to include in a prohibition of smoking for multi-unit properties. Draft Ordinance No. 15-0019 outlines the following:

- Smoking is prohibited for all multi-unit properties in:
 - Common areas (except in designated smoking areas)
 - Buffer Zones (including balcony, porch, deck, patio of all units)
- For rental properties:
 - New Units shall be designated as nonsmoking units
 - Existing Units when entering a new lease, or extending a lease, shall be designated as nonsmoking units
 - Phase-in period for smoke-free regulations so all new and existing units will be nonsmoking after a certain date
 - No additional liability for the landlord if ordinance is complied with
- For Common Interest Complexes (e.g. condominiums):
 - HOA board will provide a 6-month notice before prohibition of smoking in common areas (except designated smoking areas)
 - Set a date by which smoking in all units is prohibited
 - No additional liability to the HOA board if ordinance is complied with

Designated smoking areas and buffer zones are measures the City can include in a

smoke-free housing ordinance to make some accommodation for residents who smoke, especially if smoking is prohibited in the units. Staff recommends creation of buffer zones, so smoking on balconies, porches, patios, and decks would be prohibited to prevent smoke from these unenclosed areas impacting neighboring units. Further, it is also recommended that smoking be prohibited within 25 feet in any direction of any doorway, window, opening, or other vent into an enclosed area that is a nonsmoking area.

Common criteria other cities use in designating smoking areas are summarized below, and outlined in Draft Ordinance No. 15-0019:

- Must be in an unenclosed area, located at least 25 feet from any enclosed area that is a nonsmoking area
- Must be no more than 10% of the total unenclosed area and have a clearly marked perimeter
- Must be identified by conspicuous signs that are clear and unambiguous
- Prohibit smoking in unenclosed areas of an adjacent property within 25 feet in any direction of any doorway, window, opening, or other vent into an enclosed area that is a nonsmoking area, and
- Prohibit smoking in unenclosed areas, including balconies, porches, decks, and patios within 25 feet in any direction of any doorway, window, opening, or other vent into an enclosed area that is a nonsmoking area.

C. Phase-in Implementation and Enforcement of Smoke-Free Multi-Unit Housing Ordinance

1. Staff seeks City Council direction on including a phase-in approach to the smoke-free multi-unit housing requirements, and on the development of an enforcement program.

The intent of a smoke-free housing ordinance is that all units in multi-unit properties would become 100% smoke-free by a certain date. This goal can be achieved by phasing-in these requirements, by first prohibiting smoking in new units and common areas, and setting designated smoking areas if feasible. This would be followed by conversion of existing units into non-smoking units as leases turnover. And finally, by a certain date to be directed by City Council, all units will be designated as non-smoking units. As an example, Culver City has an 18-month phase-in period following adoption of the ordinance by which time all units should comply with smoke-free principles.

Similar to the Culver City Ordinance, staff recommends that draft Ordinance No. 15-0019 include a timeline to phase-in requirements, giving landlords and tenants time to become accustomed to the ordinance, and allow for education to take place.

Enforcement of the ordinance will be an important effort that requires partnership between the public, property owners and the City. Violations of the following provisions of the draft ordinance are considered to be infractions and will be enforced on a complaint-driven basis by the City. Given the challenges of enforcing smoking violations within private property, City enforcement will address only the requirements for signage and notification of the regulations (not the actual act of smoking itself).

In other words, the following tangible requirements are infractions that can be prosecuted by the City:

- Section 4.117.040.B - Designated Smoking Areas: the property manager will need to comply with requirements relating to designated smoking areas (e.g. unenclosed area, 25 feet from an enclosed area, clearly marked signage, etc.)
- Section 4.117.040.C - Ashtrays in No-Smoking Areas: the property manager will need to remove any ashtrays in areas where smoking is prohibited
- Section 4.117.040.D - No Smoking Signage: the property manager will need to install signage in common areas where smoking is prohibited
- Section 4.117.070.A - Designation of Existing Units as No Smoking Units: the property manager will need to designate existing units as no-smoking units by the legislated deadline effective through a new lease for an existing unit, or of an amendment that extends the term of the lease
- Section 4.117.080.A - Requiring Language regarding No-Smoking in Leases
- Section 4.117.080.B - Requiring Language regarding No-Smoking in Leases to state that a breach of the lease occurs if tenants or visitors smoke in the unit, smoke in any common area not designated as a smoking area, and violate smoking laws while on the property
- Section 4.117.100.A - Requiring Language regarding No-Smoking in Common Interest Complexes (Condos) Rules and Regulations
- Section 4.117.100.B - Requiring Language regarding No-Smoking in Common Interest Complexes (Condos) Rules and Regulations stating that it is a violation of the rules and regulations to allow or engage in smoking in a unit, smoking in any common area not designated as a smoking area, and violate any law regulating smoking while anywhere on the property

If the ordinance is adopted, Staff will explore options to incorporate compliance reporting with the ordinance into the annual license renewal process and focus on an educational program for the property owners.

There is no City-enforcement mechanism recommended for any other provision of the ordinance. For example, it will be extremely difficult to criminally prosecute a person for smoking in a room in his or her apartment or condo due to the need to witness a violation or gain access to the property. However, City enforcement of the regulations listed on the prior page will curtail and, perhaps, eliminate smoking in multi-family development over time. In the meantime, a resident will likely go to the property manager, property owner or HOA to complain of smoking, and there will be pressure placed on the person to stop smoking on the premises. Most persons will comply. However, a landlord and HOA have other means to achieve compliance, including the threat of eviction in the case of a leased apartment. If no resolution is achieved, an individual or HOA may consider bringing a civil action.

D. Exemptions for E-Cigarette Use Inside Units

1. Staff seeks City Council direction on exemptions for use of electronic cigarettes inside units to include in draft Ordinance No. 15-0019.

The City prohibits the use of electronic cigarettes wherever smoking is prohibited. However, City Council can consider an exemption for the use of electronic cigarettes inside individual units. Restrictions for use of these products in common areas, and in buffer zones (balconies, patios, etc.) would still apply. This exemption is intended only for use inside the unit.

2. Tobacco Retail Licensing in Manhattan Beach

At the January 20, 2015 meeting, City Council heard from representatives of the Beach Cities Health District regarding the increased use of tobacco and electronic cigarette products (e-cigarettes) by minors. Tobacco Retail Licensing (TRL) was presented as a measure to reduce the illegal sale of tobacco products to minors. Although California requires a license to sell tobacco products, the state licensing law is not designed to address public health concerns and does nothing to reduce illegal tobacco sales to minors. In addition, e-cigarette retailers are not required to register with the California State Board of Equalization at this time.

City Council can adopt an ordinance to require retailers to obtain a permit in order to sell tobacco or e-cigarette products in the City. The ordinance would impose fees on tobacco and e-cigarette retailers which are designed to limit the sale of these products to minors, as well as limit their proximity to schools, and the density of these retailers in a community. If Council decides to restrict the locations where tobacco and e-cigarette retailers can be located, the item will need to go to the Planning Commission to make the changes to the zoning code. Staff will schedule that meeting as directed.

Draft Ordinance No. 15-0020 (Attachment 5) includes information regarding descriptions of who must obtain a license, requirements and prohibitions for licensees, enforcement provisions, and penalties. For the purpose of this report, tobacco retail licensing encompasses licensing for both tobacco and e-cigarette retailers, and tobacco retailers includes e-cigarette retailers as well.

City Council direction is needed to determine if the sale of flavored tobacco products should be prohibited, and if existing retailers should be grandfathered-in or be given a timeline to comply with all requirements of a tobacco retail licensing ordinance.

A. Limiting Youth Access to Tobacco and E-Cigarette Products

1. Staff seeks City Council direction on including a prohibition on flavored tobacco products to limit marketing of these products to youth in draft Ordinance No. 15-0020.

In June 2015, the American Lung Association in California's Center for Tobacco Policy & Organizing reported that "...the density of tobacco retailers, particularly in neighborhoods

surrounding schools, has been associated with increased smoking rates and that one-third of illegal tobacco sales take place within 1,000 feet of schools.”

The potential for businesses to sell tobacco and e-cigarette products to youth because they are located near schools or youth-oriented facilities (parks, recreation centers, etc.) is an important factor to consider in developing a tobacco retail license program.

Draft Ordinance No. 15-0020 includes a requirement for permit eligibility that the retail location must not be within a 1,000 of a school, and prohibits permit issuance to any retailer within 500 feet of a location occupied by another tobacco retailer. Exemptions are currently in place for existing businesses. As noted above, if Council decides to adopt the ordinance, the item will need to go to the Planning Commission to make the changes to the zoning code restricting the location where tobacco and e-cigarette retailers can be located.

In addition to regulating the location and density of tobacco and e-cigarette retailers, the ordinance can limit the types of tobacco products sold in the community. There is substantial information available on the marketing of tobacco and e-cigarette products to youth. A June 2015 report from the Campaign for Tobacco-Free Kids stated that while, “...flavored cigarettes (not including menthol) were banned in 2009 with the passage of the federal Family Smoking Prevention and Tobacco Control Act, other flavored products, such as cigars, were not. According to the 2011 National Youth Tobacco Survey, 4 out of 10 current high school cigar and cigarette smokers use flavored cigars or flavored cigarettes.” In the case of electronic cigarettes, examples of “e-juice” flavors that may appeal to youth include: banana split, cotton candy, sweet tarts, skittles, gummy bear, and Hawaiian punch.

Draft Ordinance No. 15-0020 includes a section prohibiting the sale of flavored tobacco and e-cigarette products (e.g. fruit and candy flavors). As an example, the City of Chicago has prohibited flavored tobacco products within 500 feet of schools, and includes electronic smoking devices. The City of Berkeley and Contra Costa County are also working on flavored tobacco product prohibitions.

An exemption for retail locations in which patrons have to be at least 18 years or older to enter is included to allow dedicated e-cigarette/vape shops to continue to sell flavored e-cigarette and tobacco products. Currently, there is only one dedicated e-cigarette shop in the City. Staff seeks City Council direction on including a prohibition on the sale of flavored tobacco products in the ordinance.

B. Existing Tobacco Retailers in Manhattan Beach

1. Staff seeks City Council direction on including existing retailers in draft Ordinance No. 15-0020.

The City of Manhattan Beach has 21 active retailers that are licensed by the State of California to sell tobacco products, and one e-cigarette shop (“vape” shop). Almost all of these businesses sell both tobacco and e-cigarette products. The City’s Geographic Information Systems (GIS) division created a map to show the location of these retailers in relation to schools and parks in the City (Attachment 6). The map shows that six retailers are located within 1,000 feet of a school or youth-oriented facility, and that the majority are

located 500 feet from another tobacco retailer.

If existing retailers are “grandfathered-in” under the TRL program, they will not have to comply with the proposed requirements. A majority of California municipalities with TRL requirements do not subject existing retailers to the location restrictions (e.g. 1,000 feet from a school). However, it is important to note that there were no existing retailers within the restricted distance from schools in many of these municipalities.

Exempting existing retailers from the location or density requirement, for example, would allow these retailers to obtain a TRL permit if they meet the other requirements of the ordinance. However, these permits are nontransferable, so they cannot be transferred to other locations or to new owners of a business. Therefore, new owners would be required to apply for a permit, and would have to meet all of the ordinance requirements.

Alternatively, the ordinance could establish a reasonable amortization schedule for active retailers whose primary business is not the sale of tobacco products (e.g., gas stations) under which such retailers would be required to terminate the sale of tobacco products.

If draft Ordinance No. 15-0020 is approved, all new retailers would be required to adhere to the appropriate distance from schools or youth-oriented facilities, as well as other provisions in the draft ordinance. Should City Council want to require existing retailers to conform with these requirements, staff will work with the existing retailers to explore the feasibility of this action and develop a timeframe for compliance.

Other Considerations in Implementing a Tobacco Retail Licensing Ordinance

A strong local tobacco retailer licensing ordinance requires all tobacco and e-cigarette retailers to obtain a license with an annual renewal fee, and includes enforcement efforts that result in the suspension of a retailer’s license for selling these products to minors.

Setting a TRL Permit Rate

Staff recommends treating the TRL process similar to the Home Occupation Permit process, which the Community Development Department reviews and approves. Upon permit approval, the retailer will be charged the appropriate permit fee through the business licensing process by the Finance Department. Fees differ by jurisdiction, and range between \$300-\$600 annually for cities with similar tobacco retail licensing ordinances in California. Attachment 7 summarizes the fees and program features of a sample of local TRL ordinances implemented by other municipalities in California.

Several cities have rates that fluctuate, and are set by resolutions from City Council to account for the changing costs of administering the program. Costs of the program include both permit administration and permit enforcement: retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators. The fee is not intended to exceed the cost of the regulatory program approved by the City Council.

Should City Council direct staff to return with Ordinance No. 15-0020, Staff will also bring forward a resolution to set the appropriate fee for the TRL program. Staff estimates that the licensing fee will range between \$400-\$600 for the one-time permit application fee, with an annual fee between \$200-\$300. These fees will fluctuate with the costs of the program.

Concerns over TRL Fees

Staff contacted the businesses that sell tobacco products in the City to let them know the City is considering the TRL process. Each business was called, and Staff also sent a letter to all of the properties detailing the process, and advising the businesses to share any concerns. Only one business objected to the potential TRL fee, the others will await further information pending a City Council decision.

Staff also contacted the Los Angeles County Department of Public Health for their work on this issue, and found that tobacco retailers generally do not object to TRL fees, likely because of the difference between the nominal amount of a TRL fee compared to the amount of revenue generated by tobacco sales. In 2013, the American Lung Association's Center for Tobacco Policy & Organizing analyzed a convenience store association industry report and found that cigarettes generate significant revenue for convenience stores. Nationally, cigarettes account for more than a third of sales inside convenience stores, and generate more than \$622,248 in sales for the average convenience store.

Enforcement of a TRL Ordinance

Enforcement of TRLs differ between cities, and can be assigned to various departments within the City. Enforcement is comprised of annual or bi-annual inspections of each of the licensed businesses to determine compliance with the ordinance, especially with regards to youth access to tobacco products or electronic smoking devices.

Staff recommends that enforcement be carried out by the Community Development Department and Code Enforcement staff, similar to the Home Occupancy Permit process.

Staff also recommends that the Police Department provide support as needed to conduct annual "Youth Decoy" inspections. Youth Decoys may be used to assist in compliance checks with local retailers, and may or may not be supervised by a peace officer or a code enforcement official of the City. Staff recommends following a program similar to that of preventing youth access to alcohol in the City.

PUBLIC OUTREACH/INTEREST:

Staff sent letters to the nearly 1,500 households that occupy units in the licensed multi-unit properties in Manhattan Beach, notifying them of the proposal to expand smoke-free policies and seeking their input. Staff also sent a letter to 340 licensed property managers in the City to make them aware of the proposal to expand the smoke-free policy to multi-unit properties. Staff reached out to three property management associations to gather their input as this report was developed. Staff also followed up with the Smoke-Free Air for Everyone (SAFE) organization regarding policies in other communities. SAFE submitted a letter of support for the City's efforts in adopting a smoke-free multi-unit housing ordinance (Attachment 8).

In late January, all businesses were notified of the City's smoke-free public places policy as part of their business license renewal packet. For the tobacco retail licensing program, Staff sent letters to over 20 businesses in Manhattan Beach licensed by the California Board of Equalization to sell cigarettes and tobacco products to notify them of the proposal to expand the smoking policy to include a Tobacco Retail Licensing Ordinance. Staff also called each of the businesses that contact information was available for to notify them of the tobacco

retail licensing program recommendations.

In addition, staff coordinates an annual youth-tobacco awareness event with volunteers from the local National Charity League. Student volunteers created posters to raise awareness on health and tobacco issues, and these were displayed at the Earth Day events at the Farmers Market.

CONCLUSION:

To further the City's efforts in creating a healthier community, Staff recommends that City Council discuss and provide direction on:

- Definition of multi-unit properties and inclusion of the Manhattan Village properties in Ordinance No. 15-0019 Regulating Smoking in Multi-Unit Housing;
- Prohibiting smoking in indoor and certain outdoor areas,
- Setting a phase-in date for implementation



S.A.F.E. Smokefree Air For Everyone

Encouraging smokefree environments where people live, work and play

10722 White Oak Avenue, #5, Granada Hills, CA 91344 • Phone: 818-363-4220 • FAX: 818-363-2260
Website: www.smokefreeapartments.org EMail: esther@smokefreeapartments.org
S.A.F.E. is a project of Community Partners®

City of Manhattan Beach Public Opinion Survey Report

Characteristics of the Survey:

This report presents data collected from residents of the City of Manhattan Beach from March 11, 2014 to May 7, 2014.

The survey was conducted among a convenience sample of 92 Manhattan Beach residents living in multi-unit housing whose age distribution represents the general Manhattan Beach population. Also, the survey respondents were of varied sex, racial/ethnic groups, housing types and tobacco use status. All respondents live in multi-unit housing (e.g. apartments, condominiums, senior housing). Respondents included 10% of residents who identified themselves as current tobacco-users while 90% stated they are non-tobacco users. Twenty-nine percent of respondents stated they had used tobacco products in the past.

Please keep in mind that this is not a scientific survey. Hence, findings may not be representative of all residents of El Monte.

Survey Results:

A total of 100% of non-tobacco users and 100% of current tobacco users believe that secondhand smoke is harmful to people's health.

18% of respondents had secondhand smoke drift into their home in the last year.
Of these:

44% of respondents or someone they live with have a medical condition that worsens due to exposure from secondhand smoke.

72% live with children and/or senior citizens, groups particularly vulnerable to the harmful effects of secondhand smoke.

88% do not allow smoking in their own home.

S.A.F.E. Advisory Board: Albert J. Benson, Jodie Feinberg, Steven Gallegos, Gerardo Guzman, Jacque Petterson, Andrea Portenier, M.S.P.H, Esther Schiller, Annell Swilley, Eipryl Tello, M.P.A., Peggy Toy, and Alan Zovar, R.P.T.
In our memory: Richard Lubin, Shira Paskin, Herm Perlmutter, CHES, Barry Stone, C.P.A.

City of Manhattan Beach Public Opinion Survey Report- page 2

Of the respondents who reported that secondhand smoke drifted into their homes, 94% indicated that the smoke came from outdoors and 56% indicated that the smoke came from another unit. 50% said the smoke drifted in from both outdoors and another unit.

88% tried to prevent the smoke from entering the home and 38% complained to management.

Percentage of respondents preferring to be protected from tobacco smoke

88% of respondents would prefer to live in a smoke-free section of a building as is done in hotels.

91% of non-tobacco users and 50% of current tobacco users would prefer to live in a smoke-free section of a building.

83% of respondents would prefer to live in a completely smoke-free building. Of the non-tobacco users, 86% would prefer to live in a completely smoke-free building. Of the current tobacco users, 50 % would prefer to live in a completely smoke-free building.

Percentage of respondents in favor of regulation of smoking

86% of respondents would be in favor of a law that would prohibit smoking in indoor common areas. This includes 85% of non-tobacco users and 89 % of current tobacco users.

74% would be in favor of a law that would prohibit smoking in outdoor common areas. This includes 77% of non-tobacco users and 44% of current tobacco users.

60% would be in favor of a law that would prohibit smoking on balconies and patios. This includes 65% of non-tobacco users and 13% of current tobacco users.

67% of all respondents favor a law requiring some units to be non-smoking.

70% of non-tobacco users favor a law requiring some units to be non-smoking.

38% of current tobacco users favor a law requiring some units to be non-smoking.

Of the respondents who support restriction of smoking in housing, 95% believe that smoke-free housing laws should apply to new multi-unit housing, and 90% believe that smoke-free housing laws should apply to existing multi-unit housing. 89% believe that smoke-free housing laws should apply to both new and existing multi-unit housing.

88% of non-tobacco users and 67% of current tobacco users believe that it is okay to require a person to move out of a rented unit if they repeatedly violate smoking bans.

67% of current tobacco users reported that they do not allow smoking in their homes.

33% of current tobacco users reported that they do allow smoking in their homes.

| RACE/ETHNICITY | | AGE GROUP | |
|------------------------|-----|-------------|-----|
| African American | 2% | 18-34 | 48% |
| Hispanic | 10% | 35-44 | 30% |
| Asian/Pacific Islander | 8% | 45-59 | 18% |
| White | 79% | 60 or older | 4% |
| Other | 1% | | |

DRAFT ORDINANCE NO. 15-0019

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH
REGULATING SMOKING IN MULTI-UNIT HOUSING AND
ADDING CHAPTER 4.117 (REGULATION OF SMOKING IN
MULTI-UNIT HOUSING) TO TITLE 4 (PUBLIC WELFARE,
MORALS AND CONDUCT) OF THE MANHATTAN BEACH
MUNICIPAL CODE

THE MANHATTAN BEACH CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The City Council hereby finds, determines and declares that:

- A. Tobacco use and exposure to secondhand smoke cause death and disease and impose great social and economic costs; and
- B. More than 440,000 people die in the United States from tobacco-related diseases every year, making it the nation's leading cause of preventable death; and
- C. The World Health Organization estimates that by 2030, tobacco will account for 10 million deaths per year, making it the greatest cause of death worldwide; and
- D. The United States Environmental Protection Agency has found secondhand smoke to be a risk to public health and has classified secondhand smoke as a group A carcinogen, the most dangerous class of carcinogen; and
- E. Secondhand smoke is responsible for an estimated 38,000 deaths among non-smokers each year in the United States, which includes 3,000 lung cancer deaths and 35,000 deaths due to heart disease; and
- F. 87.9% of non-smokers showed detectable levels of cotinine (a metabolite of nicotine) in their blood, the most likely source of which is secondhand smoke exposure; and
- G. Secondhand smoke exposure adversely affects fetal growth with elevated risk of low birth weight and increased risk of Sudden Infant Death Syndrome in infants of mothers who smoke; and
- H. Secondhand smoke exposure causes as many as 300,000 children in the United States under the age of 18 months to suffer lower respiratory tract infections, such as pneumonia and bronchitis; exacerbates childhood asthma; and increases the risk of acute, chronic, middle-ear infections in children; and
- I. Cigarettes, cigars, pipes and other smoking materials are the leading cause of fire deaths in the United States; and
- J. 84% of Californians are non-smokers; and

K. There is no Constitutional right to smoke; and

L. According to the National Fire Protection Association, smoking is the primary cause of fire-related injuries and deaths in the home; and

M. According to the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, nonsmokers who live in multi-unit dwellings can be exposed to neighbors' secondhand smoke through doorways, cracks in walls, electrical lines, plumbing and ventilations systems; and

N. The Surgeon General has concluded that eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from secondhand smoke exposure and that separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely prevent secondhand smoke exposure; and

O. It is the intent of the City Council of the City of Manhattan Beach to provide for the public's health, safety, and welfare by discouraging the inherently dangerous activity of tobacco use around non-consenting individuals, protecting children from exposure to smoking where they live and play and protecting the public from nonconsensual exposure to secondhand smoke in and around their homes.

SECTION 2. Title 4 (Public Welfare, Morals and Conduct) is hereby amended to add a new Chapter 4.117, Regulation of Smoking in Multi-Unit Housing, as follows:

**“Chapter 4.117
REGULATION OF SMOKING IN MULTI-UNIT HOUSING**

- 4.117.010 Purpose
- 4.117.020 Definitions
- 4.117.030 Smoking Prohibited by Law in Certain Areas
- 4.117.040 No Smoking Permitted in Common Areas except in Designated Smoking Areas
- 4.117.050 Nonsmoking Buffer Zones
- 4.117.060 Smoking Restrictions in New Units of Multi-Unit Residences
- 4.117.070 Smoking Restrictions in Existing Units of a Rental Complex
- 4.117.080 Required and Implied Lease Terms for All New and Existing Units in Rental Complexes
- 4.117.090 Smoking Restrictions in Existing Units of a Common Interest Complex
- 4.117.100 Required Terms to be Included in Rules and Regulations for All New and Existing Units In Common Interest Complexes

- 4.117.110 Remedies Not Exclusive
- 4.117.120 Penalties and Enforcement
- 4.117.130 Private Enforcement
- 4.117.140 Conflict of Provisions

4.117.010 – Purpose.

It is the intent of the City Council of the City of Manhattan Beach, in enacting this Chapter, to provide for the public’s health, safety, and welfare by discouraging the inherently dangerous activity of tobacco use around non-consenting individuals, protecting children from exposure to smoking where they live and play and protecting the public from nonconsensual exposure to secondhand smoke in and around their homes.

4.117.020 – Definitions.

The following definitions shall apply unless the context clearly indicates or requires a different meaning.

“Adjacent Property” shall mean any Unenclosed Area of property, publicly or privately owned, that abuts a Multi-Unit Residence.

“Common Area” shall mean every Enclosed Area or Unenclosed Area of a Multi-Unit Residence that residents of more than one Unit of that Multi-Unit Residence are entitled to enter or use, including, for example, halls and paths, lobbies and courtyards, elevators and stairs, community rooms and playgrounds, gym facilities and swimming pools, parking garages and parking lots, shared restrooms, shared laundry rooms, shared cooking areas, and shared eating areas.

“Common Interest Complex” shall mean a Multi-Unit Residence that is a condominium project, a community apartment project, a stock cooperative, or a planned development as defined by California Civil Code Section 4100.

“Designated Smoking Area” shall mean an area where smoking is permissible and has been established in accordance with the provisions of Section 4.117.040 of this Chapter.

“Enclosed Area” shall mean an area in which outside air cannot circulate freely to all parts of that area, and includes an area that has:

1. Any type of overhead cover whether or not that cover includes vents or other openings and at least three walls or other vertical boundaries of any height whether or not those boundaries include vents or other openings; or
2. Four walls or other vertical boundaries that exceed six feet in height, whether or not those boundaries include vents or other openings.

“Existing Unit” shall mean a Unit in existence on or before

_____.

“HOA” shall mean an organization or entity established for the purpose of managing and/or maintaining a Common Interest Complex.

“Landlord” shall mean any Person who owns property let for residential use, any Person who lets residential property, and any Person who manages such property, except that “Landlord” does not include a master tenant who sublets a Unit as long as the master tenant sublets only a single Unit of a Multi-Unit Residence.

“Multi-Unit Residence” shall mean residential property containing three or more Units and shall include a Rental Complex and a Common Interest Complex. The following types of housing are specifically excluded from this definition:

1. A hotel or motel;
2. A mobile home park;
3. A single-family home;
4. A single-family home with a detached or attached accessory dwelling unit when permitted pursuant to Section 10.52.020 of this Code; and
5. A residential project located in an area zoned RPD (residential planned development district).

“New Unit” shall mean a Unit that is issued a certificate of occupancy on or after

_____.

“Nonsmoking Area” shall mean any Enclosed Area or Unenclosed Area of a Multi-Unit Residence in which Smoking is prohibited by: (1) this Chapter or other law; (2) by binding agreement relating to the ownership, occupancy, or use of real property; or (3) by designation of a Person with legal control over the area. In the case of a Smoking prohibition established only by private agreement or designation and not by this Chapter or other law, it shall not be a violation of this Chapter for a Person to engage in Smoking or to allow Smoking in that area unless: (1) the Person knows that Smoking is not permitted; or (2) a reasonable Person would know that Smoking is not permitted.

“Rental Complex” shall mean a Multi-Unit Residence for which 50 percent or more of Units are let by or on behalf of the same Landlord.

“Smoke” shall have the meaning ascribed in Section 4.116.020 of this Code, except that “smoke” does not include marijuana smoke when the person smoking marijuana holds a valid current “identification card”, as that term is defined in Section 10.60.160 of this Code.

“Smoking” shall have the meaning ascribed in Section 4.116.020 of this Code.

“Unenclosed Area” shall mean any area that is not an Enclosed Area.

“Unit” shall mean a personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use Enclosed Area or Unenclosed Area, such as, for example, a private balcony, porch, deck, or patio. “Unit” includes, without limitation, an apartment; a condominium; a townhouse; a room in a long-term health care facility, assisted living facility, hospital and a room in a homeless shelter. “Unit” includes an Existing Unit and a New Unit.

4.117.30 – Smoking Prohibited by Law in Certain Areas.

A. Smoking in a Common Area, other than in a Designated Smoking Area established pursuant to Section 4.117.040, is prohibited and a violation of this Chapter.

B. Smoking in a designated nonsmoking Unit is prohibited and a violation of this Chapter.

C. Smoking in any Nonsmoking Area is prohibited and a violation of this Chapter.

4.117.040 – Smoking Prohibited in Common Areas Except in Designated Smoking Areas.

A. Smoking is prohibited in all Common Areas, except that a Person with legal control over a Common Area, such as, for example, a Landlord or HOA Board, may designate a portion of the Common Area as a Designated Smoking Area provided that at all times the Designated Smoking Area complies with Section 4.117.040.B below.

B. A Designated Smoking Area:

1. Must be an Unenclosed Area.
2. Must be located at least 25 feet from any Enclosed Area that is a Nonsmoking Area. A Person with legal control over a Common Area in which a Designated Smoking Area has been established shall modify, relocate or eliminate that Designated Smoking Area so as to maintain compliance with the requirements of this Section 4.117.040.B as laws change, as binding agreements are created, and as Nonsmoking Areas on Adjacent Property are established.
3. Must be at least 25 feet from Unenclosed Areas primarily used by children and Unenclosed Areas with improvements that facilitate physical activity including, for example, playgrounds, tennis courts, swimming pools, and school campuses.
4. Must be no more than 10 percent of the total Unenclosed Area of the Multi-Unit Residence for which it is established.
5. Must have a clearly marked perimeter.

6. Must be identified by conspicuous signs.

C. No Person with legal control over a Common Area in which Smoking is prohibited by this Chapter or other law shall knowingly permit the presence of ash trays, ash cans, or other receptacles designed for or primarily used for disposal of Smoking waste within the area.

D. Clear and unambiguous "No Smoking" signs shall be posted in sufficient numbers and locations to make Common Areas where Smoking is prohibited by this Chapter or other law obvious to a reasonable person. The signs shall have letters of no less than one inch in height or contain the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle crossed by a red bar). Such signs shall be maintained by the Person or Persons with legal control over the Common Areas. The absence of signs shall not be a defense to a violation of any provision of this Chapter.

4.117.050 – Nonsmoking Buffer Zones.

A. Smoking is prohibited in Unenclosed Areas of a Multi-Unit Residence, including balconies, porches, decks, and patios, within 25 feet in any direction of any doorway, window, opening, or other vent into an Enclosed Area that is a Nonsmoking Area.

B. Smoking is prohibited in Unenclosed Areas of Adjacent Property within 25 feet in any direction of any doorway, window, opening, or other vent into an Enclosed Area that is a Nonsmoking Area.

C. Smoking is prohibited in all exclusive-use Unenclosed Areas associated with a Unit, such as, for example, a private balcony, porch, deck, or patio.

4.117.060 – Smoking Restrictions in New Units of Multi-Unit Residences.

A. All New Units of a Multi-Unit Residence, including any associated exclusive-use Enclosed Areas or Unenclosed Areas, such as, for example, a private balcony, porch, deck, or patio, are hereby designated nonsmoking Units.

B. Smoking in a designated nonsmoking Unit is a violation of this Chapter, as provided in Section 4.117.030.

4.117.070 – Smoking Restrictions in Existing Units of a Rental Complex.

A. All Existing Units are hereby designated as nonsmoking Units, effective upon the effective date of a new lease for an Existing Unit, or of an amendment that extends the term.

B. Prior to the effective date of a new lease, or of an amendment that extends the term, a Landlord shall provide each tenant and prospective tenant with:

1. A written notice clearly stating that the tenant’s Unit is designated as a nonsmoking Unit, that Smoking in the Unit is prohibited, and that Smoking is prohibited in all common areas that are not a Designated Smoking Area; and

2. A copy of this Chapter.

4.117.080 – Required Lease Terms for All New and Existing Units in Rental Complexes.

A. Every lease or other rental agreement for the occupancy of a Unit in a Rental Complex, including New Units and Existing Units, entered into, renewed, or continued month-to-month after [REDACTED], shall include the provisions set forth in Section 4.117.080.B.

B. Every lease or other rental agreement for the occupancy of a Unit in a Rental Complex, including New Units and Existing Units, entered into, renewed, or continued month-to-month after [REDACTED], shall be amended to include the following provisions:

1. A clause providing that it is a material breach of the lease or other rental agreement to allow or engage in Smoking in the Unit. Such clause shall be substantially consistent with the following: “It is a material breach of this agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to engage in smoking in the unit.”

2. A clause providing that it is a material breach of the lease or other rental agreement for tenant or any other Person subject to the control of the tenant or present by invitation or permission of the tenant to engage in Smoking in any Common Area of the property other than a Designated Smoking Area. Such clause shall be substantially consistent with the following: “It is a material breach of this agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to engage in smoking in any common area of the property, except in an outdoor designated smoking area, if one exists.”

3. A clause providing that it is a material breach of the lease or other rental agreement for tenant or any other Person subject to the control of the tenant or present by invitation or permission of the tenant to violate any law regulating Smoking while anywhere on the property. Such clause shall be substantially consistent with the following: “It is a material breach of this agreement for tenant or any other person

subject to the control of the tenant or present by invitation or permission of the tenant to violate any law regulating smoking while anywhere on the property.”

C. This Chapter shall not create additional liability in a Landlord to any Person for a tenant’s breach of any Smoking provision in a lease or other rental agreement for the occupancy of a Unit in a Rental Complex if the Landlord has fully complied with this Section and Section 4.117.070.

D. Failure to enforce any Smoking provision required by this Chapter shall not affect the right to enforce such provision in the future, nor shall a waiver of any breach constitute a waiver of any subsequent breach or a waiver of the provision itself.

4.117.090 – Smoking Restrictions in Existing Units of a Common Interest Complex.

A. All Existing Units of a Common Interest Complex, including any associated exclusive-use Enclosed Areas or Unenclosed Areas, such as, for example, a private balcony, porch, deck, or patio, are hereby designated nonsmoking Units as of [REDACTED].

B. At least six months before [REDACTED], a HOA board shall provide each homeowner with:

1. A written notice clearly stating that Smoking is prohibited in all common areas that are not a Designated Smoking Area; and
2. A copy of this Chapter.

4.117.100 – Required Terms to be included in Rules and Regulations for All New and Existing Units in Common Interest Complexes.

A. All existing rules and regulations for a Common Interest Complex shall include the provisions set forth in Section 4.117.100.B below on the earliest possible date such rules and regulations may be amended in accordance with applicable law, including providing the minimum legal notice.

B. All existing rules and regulations for a Common Interest Complex shall be amended to include the following provisions:

1. A clause providing that as of [REDACTED], or an earlier date if the HOA board so determines, it is a violation of the rules and regulations to allow or engage in Smoking in a Unit. Such clause shall be substantially consistent with the following: “It is a violation of these rules and regulations for a homeowner or any other person subject to the control of the homeowner or present by invitation or permission of the homeowner to engage in smoking in the unit as of [REDACTED] [or an earlier date if the HOA board so determines].”

2. A clause providing that it is a violation of the rules and regulations for the homeowner or any other Person subject to the control of the homeowner or

present by invitation or permission of the homeowner to engage in Smoking in any Common Area of the property other than a Designated Smoking Area. Such clause shall be substantially consistent with the following: "It is a violation of these rules and regulations for a homeowner or any other person subject to the control of the homeowner or present by invitation or permission of the homeowner to engage in smoking in any common area of the property, except in an outdoor designated smoking area, if one exists."

3. A clause providing that it is a violation of the rules and regulations for homeowner or any other Person subject to the control of the homeowner or present by invitation or permission of the homeowner to violate any law regulating Smoking while anywhere on the property. Such clause shall be substantially consistent with the following: "It is a violation of these rules and regulations for a homeowner or any other Person subject to the control of the homeowner or present by invitation or permission of the homeowner to violate any law regulating smoking while anywhere on the property."

C. This Chapter shall not create additional liability in an HOA board to any Person for a homeowner's violation of any Smoking provision in the rules and regulations for a Common Interest Complex if the HOA board has fully complied with this Section and Section 4.117.090.

D. Failure to enforce any Smoking provision required by this Chapter shall not affect the right to enforce such provision in the future.

4.117.110 – Remedies not Exclusive.

The provisions of this Chapter are restrictive only and establish no new rights for a Person who engages in Smoking. Notwithstanding (1) any provision of this Chapter or other provisions of this Code, (2) any failure by any Person to restrict Smoking under this Chapter, or (3) any explicit or implicit provision of this Code that allows Smoking in any place, nothing in this Code shall be interpreted to limit any Person's legal rights under other laws with regard to Smoking, including, for example, rights in nuisance, trespass, property damage, and personal injury or other legal or equitable principles.

4.117.120 – Penalties and Enforcement.

Notwithstanding the penalties and enforcement provisions set forth in Section 4.116.050 of Chapter 4.116, for a violation of this Chapter 4.117.010, et seq., the following provisions shall apply:

A. Except as otherwise provided in Section 4.117.120.B below, a violation of this Chapter is not a misdemeanor or an infraction. The enforcement of this Chapter shall be by the private parties involved.

B. A violation of Sections 4.117.040.B, 4.117.040.C, 4.117.040.D, 4.117.070.A, 4.117.080.A, 4.117.080.B, 4.117.100.A and 4.117.100.B of this Chapter may be prosecuted as an infraction. The penalties for a violation of the aforementioned Sections shall be consistent with the penalties set forth in Section 1.04.010 of this Code,

but in no event shall such penalties exceed the maximum penalties permitted under State law.

C. The remedies provided by this Section 4.117.120 and in Section 4.117.130 are cumulative and in addition to any other remedies available at law or in equity.

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

E. Any violation of this Chapter is hereby declared to be a public nuisance.

F. No Person shall intimidate, harass, or otherwise retaliate against any Person who seeks compliance with this Chapter. Moreover, no Person shall intentionally or recklessly expose another Person to Smoke in response to that Person's effort to achieve compliance with this Chapter.

G. Any Person acting for the interests of itself, its members, or the general public may bring a civil action to enforce this Chapter in accordance with the provisions in Section 4.117.130.

4.117.130 – Private Enforcement.

A. Pursuant to California Civil Code Section 3501 et seq, any Person injured by a violation of this Chapter may bring a civil action to enforce this Chapter by way of a conditional judgment or an injunction. Upon proof of a violation, a court shall issue a conditional judgment or an injunction.

B. Notwithstanding any legal or equitable bar against a Person seeking relief on its own behalf, a Person may bring an action to enforce this Chapter solely on behalf of the general public. When a Person brings an action solely on behalf of the general public, nothing about such an action shall act to preclude or bar the Person from bringing a subsequent action based upon the same facts but seeking relief on his, her or its own behalf.

C. Nothing in this Chapter prohibits a Person from bringing a civil action in small claims court to enforce this Chapter, so long as the amount in demand and the type of relief sought are within the jurisdictional requirements of that court.

4.117.140 – Conflict of Provisions.

In the event of any conflict between this Chapter and any other provision of this Code, this Chapter shall control.”

SECTION 3. The introductory sentence of subsection B of Chapter 4.116 of Title 4 is hereby revised as follows:

“Smoking is permitted in the following locations within the City, unless otherwise provided by state or federal law or this Code:

SECTION 4. The City Council hereby directs that, 12 months after full implementation of the Ordinance, the City Manager, or designees, shall review the effectiveness of the private and limited City enforcement of this Ordinance and provide an informational memorandum to the City Council regarding the City Manager's findings.

SECTION 5. If any sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentence, clauses or phrases be declared unconstitutional or otherwise invalid.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

SECTION 7. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the 31st day after its passage.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2015.

AYES:
NOES:
ABSENT:
ABSTAIN:

MARK BURTON
Mayor

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:

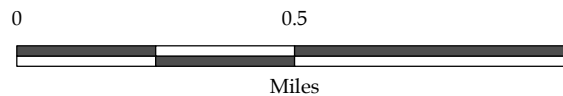
QUINN M. BARROW
City Attorney

Multi-Family Residential Properties

City of Manhattan Beach



January 2015



NON-SMOKING MULTI-UNIT HOUSING ORDINANCES LOS ANGELES COUNTY

| | Calabasas | Glendale | Santa Monica | South Pasadena | Burbank* | Pasadena |
|---|-----------|----------|--------------|----------------|----------|----------|
| Year Passed: | 2008 | 2008 | 2009 | 2010 | 2010 | 2011 |
| POLICY PROVISIONS | | | | | | |
| Create separate smoking and non-smoking sections | X | | | X | | |
| Prohibit smoking in at least 75% of the individual units | X (80%) | | | X (80%) | | X (100%) |
| Prohibit smoking in indoor common areas | X | X | X | X | X | X |
| Prohibit smoking in outdoor common areas | X | X | X | X | | X |
| Designate smoking area away from doors and windows | X | X (2010) | X (2012) | X | | |
| Prohibit smoking on balconies and patios | | X (2010) | X (2010) | | X | X |
| Disclosure of the location of smoking units to prospective tenants | X | X | X (2012) | X | | X** |
| Prohibit smoking in buffer zones (balconies and patios of smoking-permitted units directly adjacent to non-smoking units) | X | | | X | | |
| Declare second-hand smoke a nuisance in housing | X | X | | X | | |
| Include a phase-in plan | X | | X (2012) | | | X |
| Apply to condominiums | | X | X | X | X | X |
| Apply to existing housing | X | X | X | X | X | X |
| Apply to new housing | X | X | X | X | X | X |
| Enforcement plan | | | | | | |
| • public education | X | | X | X | | X |
| • smoke-free lease terms | X | | | X | | X |
| • private citizen enforcement | X | | X | X | | X |
| • local government enforcement | X | X | | X | | X |

*Smoking is prohibited in units that share a common ducting system and in children's play areas and the swimming pool area when children are present.
** Landlords are required to disclose to prospective tenants about the no-smoking policy.

NON-SMOKING MULTI-UNIT HOUSING ORDINANCES LOS ANGELES COUNTY

| | Compton | Baldwin Park | Carson | Huntington Park | Temple City |
|--------------|---------|--------------|--------|-----------------|-------------|
| Year Passed: | 2011 | 2011 | 2011 | 2012 | 2012 |

| POLICY PROVISIONS | Compton | Baldwin Park | Carson | Huntington Park | Temple City |
|---|----------|--------------|--------|-----------------|-----------------------|
| Create separate smoking and non-smoking sections | | X | | X | |
| Prohibit smoking in at least 75% of the individual units | X (100%) | X (80%) | | | |
| Prohibit smoking in indoor common areas | X | X | X | X | X |
| Prohibit smoking in outdoor common areas | X | X | | X | |
| Designate smoking area away from doors and windows | | X | | X | X |
| Prohibit smoking on balconies and patios | X | X | | X | |
| Disclosure of the location of smoking units to prospective tenants | | X*** | | | |
| Prohibit smoking in buffer zones (balconies and patios of smoking-permitted units directly adjacent to non-smoking units) | | X | | X | |
| Declare second-hand smoke a nuisance in housing | X | X | | X | X |
| Include a phase-in plan | X | X | | X | X |
| Apply to condominiums | X | X | | | X (rental units only) |
| Apply to existing housing | X | X | | X | X |
| Apply to new housing | X | X | | X | X |
| Enforcement plan | | | | | |
| <ul style="list-style-type: none"> • public education • smoke-free lease terms • private citizen enforcement • local government enforcement | X | X | | X | X |

*** Landlords are required to disclose to prospective tenants about the no-smoking policy and location of smoking and non-smoking units. In single-family dwellings licensed as Family Day Care Home, persons with legal control must disclose to parents/guardians if smoking is permitted and does occur at facility.

Last updated 12/27/2012

This material was made possible by funds through the Proposition 99 Tobacco Tax Initiative from the Los Angeles County Department of Public Health.
For more information please contact the Tobacco Control and Prevention Program at 213-351-7340.

DRAFT ORDINANCE NO. 15-0020

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH
ADDING CHAPTER 4.118 (PERMITS FOR RETAILERS OF
TOBACCO PRODUCTS AND/OR ELECTRONIC SMOKING
DEVICES) OF TITLE 4 OF THE MANHATTAN BEACH
MUNICIPAL CODE

THE MANHATTAN BEACH CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The City Council hereby finds, determines and declares that:

SECTION 2. Title 4 (Public Welfare, Morals and Conduct) is hereby amended to add a new Chapter 4.118, Permits for Retailers of Tobacco Products and/or Electronic Smoking Devices, as follows:

**“Chapter 4.118
PERMITS FOR RETAILERS OF TOBACCO PRODUCTS AND/OR ELECTRONIC
SMOKING DEVICES**

- 4.118.010 Intent**
- 4.118.020 Definitions**
- 4.118.030 Requirements and Prohibitions**
- 4.118.040 Eligibility Requirements for a Permit**
- 4.118.050 Application Procedure**
- 4.118.060 Issuance of Permit**
- 4.118.070 Permit Term, Renewal, and Expiration**
- 4.118.080 Permits Nontransferable**
- 4.118.090 Permit Conveys a Limited, Conditional Privilege**
- 4.118.100 Fees**
- 4.118.110 Compliance Monitoring**
- 4.118.120 Prevention of Sales to Youth**
- 4.118.130 Penalties for a Violation by a Retailer with a Permit**
- 4.118.140 Penalties for Retailing without a Permit**
- 4.118.150 Appeals**
- 4.118.160 Enforcement**

4.118.010 Intent.

This Chapter is adopted to:

1. Ensure compliance with the business standards and practices of the City;
2. Encourage responsible retailing of tobacco products and electronic smoking devices;
3. Discourage violations of laws related to tobacco products and electronic smoking devices, especially those that prohibit or discourage the sale or distribution of tobacco products and electronic smoking devices to minors; and
4. Protect the public health and welfare.

This Chapter does not expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or alter the penalties provided by such laws.

4.118.020 Definitions.

For the purposes of this Chapter, the following definitions shall apply:

“Arm’s length transaction” means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two or more informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this Chapter is not an arm’s length transaction.

“Department” means any department of the City, and any agency or person, designated by the City Manager to enforce or administer the provisions of this Chapter.

“Electronic smoking device” means (1) an electronic and/or battery-operated device that can deliver an inhalable dose of nicotine to the user or (2) any product intended or sold for use with such a device. “Electronic smoking device” includes any product meeting this definition, regardless of whether it is manufactured, distributed, marketed or sold as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, electronic vape, vaporizer or any other product name or descriptor.

“Ownership” means possession of a ten-percent or greater interest in the stock, assets, or income of a business, other than a security interest for the repayment of debt.

“School” means a public or private elementary, middle, junior high or high school.

“Tobacco product” means any product containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco that is manufactured,

sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body. Tobacco product does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

“Retailer” means any person who sells, exchanges, or offers to sell or exchange, for any form of consideration, tobacco products and/or electronic smoking devices. “Retailing” shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco products or electronic smoking devices sold, exchanged, or offered for sale or exchange.

4.118.030 Requirements and Prohibitions.

A. Permit required. It shall be unlawful for any person to act as a retailer of tobacco products and/or electronic smoking devices in the City without first obtaining and maintaining a valid retailer permit pursuant to this Chapter for each location at which that activity is to occur.

B. Lawful business operation. It shall be a violation of this Chapter for any retailer to violate any local, state, or federal law applicable to tobacco products, electronic smoking devices, or the retailing of such products.

C. Display of permit. Each retailer permit shall be prominently displayed in a publicly visible place at the permitted location.

D. Notice of minimum age for purchase of electronic smoking devices. Retailers shall post conspicuously, at each point of purchase, a notice stating that selling electronic smoking devices to anyone under 18 years of age is illegal and subject to penalties. Such notice shall be subject to the approval of the Department.

E. Positive identification required. No retailer shall sell or transfer a tobacco product or electronic smoking device to another person who appears to be under 30 years of age without first examining the customer’s identification to confirm that the customer is at least the minimum age under state law to purchase and possess the tobacco product.

F. Minimum age for persons selling tobacco or electronic smoking devices. No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products or electronic smoking devices shall engage in retailing.

G. False and misleading advertising prohibited. A retailer either without a valid retailer permit or with a suspended retailer permit:

1. Shall keep all tobacco products and electronic smoking devices out of public view.

2. Shall not display any advertisement relating to tobacco products or electronic smoking devices that promotes the sale or distribution of such products from

the retailer's location or that could lead a reasonable consumer to believe that tobacco products or electronic smoking devices can be obtained at that location.

H. Flavored Tobacco Products. No retailer shall sell a tobacco product, or any product used in an electronic smoking device, containing, as a constituent or additive, an artificial or natural flavor (other than tobacco or menthol) or an herb or spice, including strawberry, grape, orange, clove, cinnamon, pineapple, vanilla, coconut, licorice, cocoa, chocolate, cherry, or coffee, that is a characterizing flavor of the tobacco product or smoke produced by the tobacco product. The prohibition in the preceding sentence shall not apply to a retailer that permits only patrons 18 years of age or older to enter the location where the tobacco product is sold.

I. Vending Machines Prohibited. No tobacco product or electronic smoking device shall be sold, offered for sale, or distributed to the public from a vending machine or appliance, or any other coin or token operated mechanical device designed or used for vending purposes, including but not limited to, machines or devices that use remote control locking mechanisms.

J. Self-service display prohibited.

1. Except as permitted in paragraph (2), no electronic smoking device shall be sold, offered for sale, or openly displayed for sale in a manner that is accessible to the general public without the assistance of the retailer or an employee of the retailer.

2. Paragraph (1) shall not apply to the display of electronic smoking devices by a retailer that:

a. Primarily sells tobacco products and/or electronic smoking devices;

b. Generates more than 60 percent of its gross revenues annually from the sale of tobacco products, tobacco paraphernalia, or electronic smoking devices;

c. Does not permit any person under 18 years of age to be present or enter the premises at any time;

d. Does not sell alcoholic beverages or food for consumption on the premises; and

e. Posts a sign outside the retail location that clearly, sufficiently and conspicuously informs the public that persons under 18 years of age are prohibited from entering the premises.

4.118.040 Eligibility Requirements for a Permit.

A. No retailer permit may be issued to authorize retailing at other than a fixed location. For example, retailing by persons on foot or from vehicles is prohibited.

B. No retailer permit may be issued to authorize retailing at a temporary or recurring temporary event. For example, retailing at flea markets and farmers' markets is prohibited.

C. No retailer permit may be issued to authorize retailing at any location within 1,000 feet of a school, as measured by the shortest distance traveled from any entrance of the proposed location for retailing to the parcel boundary of the school, provided, however, that the prohibition contained in this subsection "C" shall not apply to the following:

1. Any retailer of tobacco products and/or electronic smoking devices operating lawfully on the date immediately prior to this Chapter becoming effective; and

2. Any lawfully operating retailer of tobacco products and/or electronic smoking devices that would otherwise become ineligible to receive or renew a retailer permit due to the creation or relocation of a school.

D. No retailer permit may be issued to authorize retailing at a location which is within 500 feet of a location occupied by another retailer, as measured by the shortest distance traveled from any entrance of the proposed location to any entrance of the existing location, provided, however, that the prohibition contained in this subsection "D" shall not apply to existing retailers of tobacco products and/or electronic smoking devices operating lawfully on the date immediately prior to this Chapter becoming effective; and

E. Any exemption granted to a retailer pursuant to this section shall cease to apply upon the earlier of the following to occur:

1. The retailer fails to timely renew the retailer permit pursuant to Section 4.118.070.B of this Chapter; or

2. A new person obtains ownership in the business.

4.118.050 Application Procedure.

A. It is the responsibility of each retailer to be informed of all laws applicable to retailing, including those laws affecting the issuance of a retailer permit. No retailer may rely on the issuance of a retailer permit as a determination by the City that the retailer has complied with all laws applicable to retailing. A retailer permit issued contrary to this Chapter, contrary to any other law, or on the basis of false or misleading information supplied by a retailer shall be revoked pursuant to Section 4.118.060 of this Chapter.

B. All retailer permit applications shall be submitted on a form supplied by the Department.

C. A permitted retailer shall inform the Department in writing of any change in the information submitted on an application for a retailer permit within 14 calendar days of a change.

D. All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.) or any other applicable law, subject to the laws' exemptions.

4.118.060 Issuance of Permit.

A. Upon the receipt of a complete application for a retailer permit, the application fee, and the annual permit fee, the department shall issue a retailer permit unless substantial evidence demonstrates that one or more of the following bases for denial exists:

2. The information presented in the application is inaccurate or false;
3. The application seeks authorization for retailing at a location for which this Chapter prohibits issuance of a retailer permit;
4. The application seeks authorization for retailing by a person to whom this Chapter prohibits issuance of a retailer permit; or
5. The application seeks authorization for retailing that is prohibited pursuant to this Chapter (e.g., mobile vending) or that is unlawful pursuant to any other law.

B. A retailer permit shall be revoked if the Department finds that one or more of the bases for denial of a retailer permit under this section existed at the time application was made or at any time before the retailer permit issued. Such a revocation shall be without prejudice to the filing of a new permit application.

C. A decision to deny issuance of a retailer permit or to revoke a retailer permit that has been wrongly issued may be appealed pursuant to Section 4.118.150 of this Chapter.

4.118.070 Permit Term, Renewal, and Expiration.

A. Term of Permit. The term of a retailer permit is one year. A retailer permit is invalid upon expiration.

B. Renewal of Permit. The Department shall renew a valid retailer permit upon timely payment of the annual permit fee. The Department may, in its discretion, agree to renew any expired retailer permit within the three-month period following expiration if the retailer pays the annual permit fee and applicable late charges. For every calendar month, or fraction thereof, that a retailer fails to renew an expired retailer permit, a late charge equal to 20 percent of the annual permit fee shall be assessed. A retailer permit renewed within three calendar months of expiration shall be treated as if timely renewed.

C. Issuance of Permit after Revocation or Expiration of Permit. To apply for a new retailer permit more than three calendar months after expiration of a retailer permit or following revocation of a retailer permit that was wrongly issued, a retailer must submit a complete application for a retailer permit, along with the application fee and

annual permit fee. The Department shall issue a retailer permit pursuant to the requirements of Section 4.118.060 of this Chapter.

4.118.080 Permits Nontransferable.

A. A retailer permit may not be transferred from one person to another or from one location to another. Whenever a new person obtains ownership in a business for which a retailer permit has been issued, a new retailer permit shall be required, but any exemption granted pursuant to Section 4.118.040 of this Chapter shall cease to apply.

B. Notwithstanding any other provision of this Chapter, prior violations of this Chapter at a location shall continue to be counted against a location and permit ineligibility and suspension periods shall continue to apply to a location unless:

1. One hundred percent of the interest in the stock, assets, or income of the business, other than a security interest for the repayment of debt, has been transferred to one or more new owners; and

2. The City is provided with clear and convincing evidence, including an affidavit, that the business has been acquired in an arm's length transaction.

4.118.090 Permit Conveys a Limited, Conditional Privilege.

Nothing in this Chapter shall be construed to grant any person obtaining and maintaining a retailer permit any status or right other than the limited, conditional privilege to act as a retailer at the location in the City identified on the face of the permit.

4.118.100 Fees.

The Department shall not issue or renew a retailer permit prior to full payment of any applicable fees. The City Council shall, from time to time, establish by resolution the fees to issue or to renew a retailer permit. The fees shall be calculated so as to recover the cost of administration and enforcement of this Chapter, including, for example, issuing a permit, administering the permit program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this Chapter. All fees and interest earned from such fees shall be used exclusively to fund administration and enforcement of this Chapter.

4.118.110 Compliance Monitoring.

A. Compliance with this Chapter shall be monitored by the Department. In addition, any peace officer may enforce the penal provisions of this Chapter. The City Manager may designate any number of additional persons to monitor and facilitate compliance with this Chapter.

B. The Department or other person designated to enforce the provisions of this Chapter shall check each retailer at least once per 12-month period to determine if the retailer is complying with all laws applicable to retailing, other than those laws

regulating youth access to tobacco products or electronic smoking devices. Nothing in this paragraph shall create a right of action in any retailer or other person against the City or its agents.

4.118.120 Prevention of Sales to Youth.

A. The Department or other persons designated to enforce the provisions of this Chapter shall, in conjunction with the Police Department, check each retailer at least twice per 12-month period to determine whether the retailer is conducting business in a manner that complies with laws regulating youth access to tobacco products or electronic smoking devices. Nothing in this paragraph shall create a right of action in any retailer or other person against the City or its agents.

B. The City shall not enforce any law establishing a minimum age for tobacco product or electronic smoking device purchases or possession against a person who otherwise might be in violation of such law because of the person's age ("Youth Decoy") if the potential violation occurs when:

1. The Youth Decoy is participating in a compliance check supervised by a peace officer or a code enforcement official of the City;
2. The Youth Decoy is acting as an agent of a person designated by the City to monitor compliance with this Chapter; or
3. The Youth Decoy is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the City or the California Department of Public Health.

4.118.130 Penalties for a Violation by a Retailer with a Permit.

A. Administrative Fine. In addition to any other penalty authorized by law, an administrative fine shall be imposed and a retailer permit shall be suspended if any court of competent jurisdiction determines, or the Department finds based on a preponderance of the evidence, after the retailer is afforded notice and an opportunity to be heard, that the retailer, or any of the retailer's agents or employees, has violated any of the requirements, conditions, or prohibitions of this Chapter, has pled guilty, "no contest" or its equivalent to such a violation, or has admitted to a such a violation.

B. Amount of Fine. Each such violation shall be subject to an administrative fine as follows:

1. A fine not to exceed \$100.00 for a first violation within one year;
 2. A fine not to exceed \$200.00 for a second violation within one year;
- and
3. A fine not to exceed \$500.00 for each additional violation within one year.

C. Time Period for Permit Suspension.

1. For a first violation of this Chapter at a location within any 24-month period, the retailer permit shall be suspended for up to 30 calendar days.

2. For a second violation of this Chapter at a location within any 24-month period, the retailer permit shall be suspended for up to 90 calendar days.

3. For each additional violation of this Chapter at a location within any 24-month period, the retailer permit shall be suspended for up to one year.

D. Waiver of Penalties for First Violation. The Department may waive any penalties for a retailer's first violation of any requirement, condition or prohibition of this Chapter, other than a violation of a law regulating youth access to tobacco products or electronic smoking devices, if the retailer admits the violation in writing and agrees to forego a hearing on the allegations. Regardless of the Department's waiver of penalties for a first violation, the violation will be considered in determining the penalties for any future violation.

E. Corrections Period. The Department shall have discretion to allow a retailer a period of time to correct any violation of any requirement, condition or prohibition of this Chapter, other than a violation of a law regulating youth access to tobacco products or electronic smoking devices. If a retailer's violation is corrected within the time allowed for correction, no penalty shall be imposed under this Section.

F. Appeals. Any penalties imposed under this Section may be appealed pursuant to Section 4.118.150 of this Chapter.

4.118.140 Penalties for Retailing without a Permit.

A. Administrative Fine. In addition to any other penalty authorized by law, an administrative fine and an ineligibility period for application or issuance of a retailer permit shall be imposed if a court of competent jurisdiction determines, or the Department finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any person has engaged in retailing at a location without a valid retailer permit, either directly or through the person's agents or employees, has pled guilty, "no contest" or its equivalent to such a violation, or has admitted to such a violation.

B. Amount of Fine. Each such violation shall be subject to an administrative fine as follows:

1. A fine not to exceed \$100.00 for a first violation within one year;
2. A fine not to exceed \$200.00 for a second violation within one year;

and

3. A fine not to exceed \$500.00 for each additional violation within one

year.

C. Time Period for Permit Ineligibility.

1. For a first violation of this section at a location within any 24-month period, no new retailer permit may be issued for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction) until 30 calendar days have passed from the date of the violation.

2. For a second violation of this section at a location within any 24-month period, no new retailer permit may be issued for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction) until 90 calendar days have passed from the date of the violation.

3. For each additional violation of this section at a location within any 24-month period, no new retailer permit may be issued for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction) until one year has passed from the date of the violation.

D. Waiver of Penalties for First Violation. The Department may waive any penalties for a retailer's first violation of this section, unless the violation also involves a violation of a law regulating youth access to tobacco products or electronic smoking devices, if the retailer admits the violation in writing and agrees to forego a hearing on the allegations. Regardless of the Department's waiver of penalties for a first violation, the violation will be considered in determining the penalties for any future violation.

E. Appeals. Any penalties imposed under this section may be appealed pursuant to Section 4.118.150 of this Chapter.

4.118.150 Appeals.

A. A decision to deny issuance of a retailer permit, to revoke a retailer permit that has been wrongly issued, or to impose penalties for a violation of this Chapter can be appealed to a hearing officer, subject to the following requirements and procedures. The hearing officer shall be the director of the Department, his or her designee, or another individual selected by the City.

B. All appeals must be in writing, state the grounds asserted for relief and the relief sought, and filed with the director of the Department or his or her designee within ten calendar days of receipt of notice of the appealed action. If such an appeal is made, it shall stay enforcement of the appealed action.

C. No later than 15 calendar days after receipt of the appeal, the hearing officer shall set an appeal hearing at the earliest practicable time and shall give notice of the hearing to the parties at least ten calendar days before the date of the hearing.

D. Neither the provisions of the Administration Procedure Act (Government Code Section 11500 et seq.) nor the formal rules of evidence in civil or criminal judicial proceedings shall apply to such hearing. At the hearing, the hearing officer may admit any evidence, including witnesses, relevant to the determination of the matter, except as otherwise provided in Section 4.118.160(c) of this Chapter. A record of the hearing shall be made by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made.

E. The hearing officer may continue the hearing from time to time, in his or her sole discretion, to allow for orderly completion of the hearing.

F. After the conclusion of the hearing, the hearing officer shall issue a written decision, which shall be supported by substantial evidence. Notice of the written decision, including findings of facts, conclusions of law, and notification of the time period in which judicial review may be sought pursuant to Code of Civil Procedure Section 1094.6, shall be served upon all parties no later than 20 calendar days following the date on which the hearing closed. Any decision rendered by the hearing officer shall be a final administrative decision.

4.118.160 Enforcement.

A. Any violation of this Chapter is hereby declared to be a public nuisance.

B. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall also constitute a violation of this Chapter.

C. Whenever evidence of a violation of this Chapter is obtained in any part through the participation of a person under the age of 18 years old, such a person shall not be required over his or her objection to appear or give testimony in any civil or administrative process brought to enforce this Chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

D. Violations of this Chapter may be remedied by a civil action brought by the City, including, but not limited to, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief. For the purposes of the civil remedies provided in this Chapter, each day on which a tobacco product or electronic smoking device is offered for sale in violation of this Chapter, and each individual retail tobacco product or electronic smoking device that is distributed, sold, or offered for sale in violation of this Chapter, shall constitute a separate violation of this Chapter.

E. The City Prosecutor shall have discretion to prosecute violations of this Chapter as infractions or misdemeanors.

F. The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity.”

SECTION 3. In the event of any conflict between this Chapter and any other provision of this Code, this Chapter shall control.

SECTION 4. If any sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentence, clauses or phrases be declared unconstitutional or otherwise invalid.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

SECTION 6. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the 31st day after its passage.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2015.

AYES:
NOES:
ABSENT:
ABSTAIN:

MARK BURTON
Mayor

ATTEST:

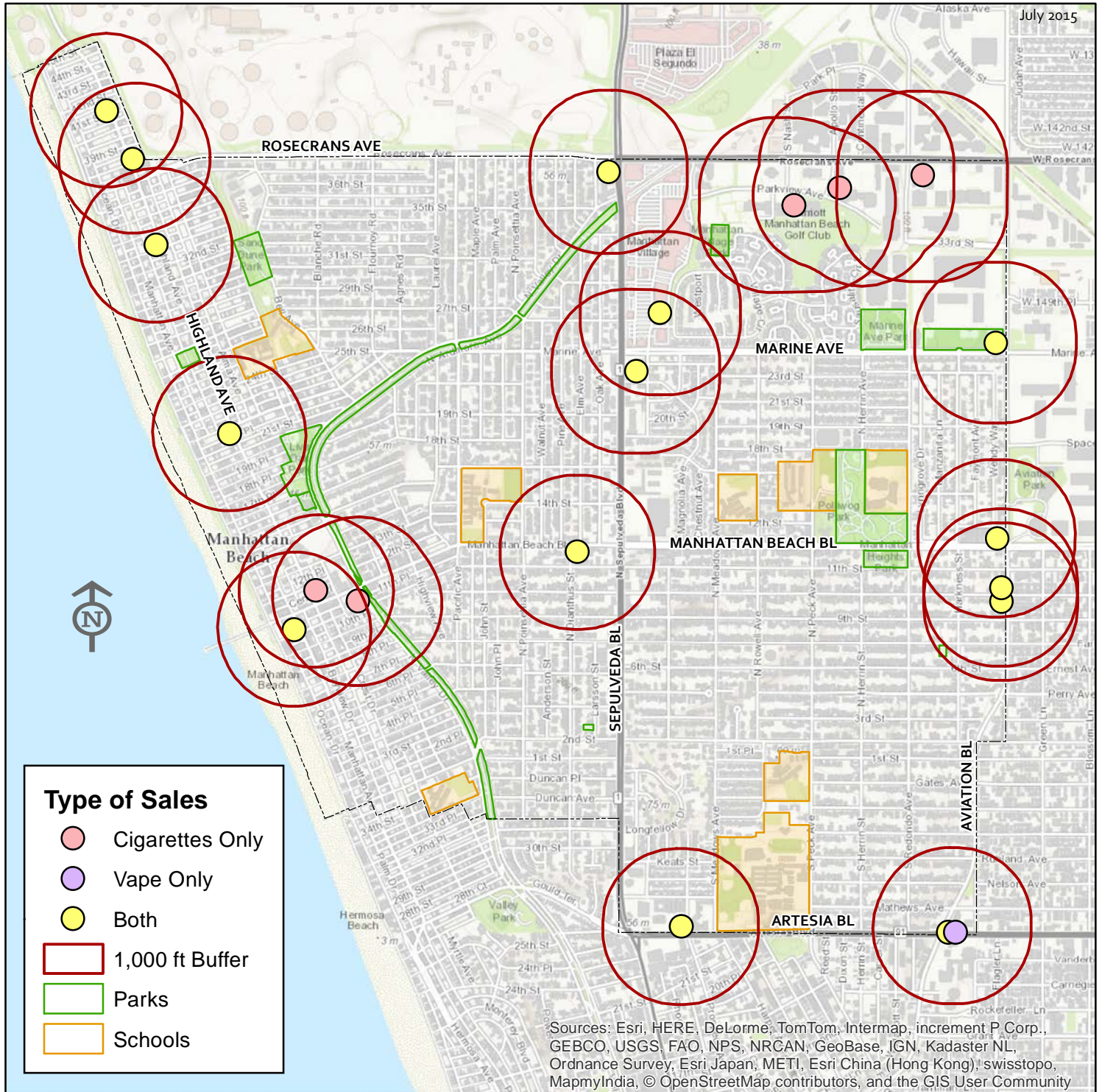
LIZA TAMURA
City Clerk

APPROVED AS TO FORM:

QUINN M. BARROW
City Attorney

City of Manhattan Beach

Tobacco and Electronic Cigarette Retailers



This data was derived from the Cigarette and Tobacco Retailer Licensing Report and, with the exception of the electronic cigarette retailer, represents only those businesses that are currently licensed by the California State Board of Equalization (BOE) to sell tobacco products.

Attachment 7

Features and Fees for Cities in California that Implement a Tobacco Retail License Program

| CITY | DATE ADOPTED | E-CIGARETTES included? | FEE AMOUNT |
|--------------------|-----------------|---------------------------|---|
| Carpinteria | 2013 | No | \$379(annually) |
| Huntington Park | 2011 | Yes | Set by Council Resolution |
| Long Beach | 2014 | Yes | Set by Council Resolution, \$520 |
| Los Angeles | 2014 | No | \$300(annually) |
| Lynwood | 2012 | Yes | Set by Council Resolution |
| Santa Clara County | 2014 | Yes | One-time application fee: \$340; annual permit fee: \$425 |
| Santa Monica | 2008 | No | Set by Council Resolution |
| Beverly Hills | 2014 | Yes | Set by Council Resolution |
| El Segundo | 2003 | No | Set by Council Resolution |
| Glendale | 2007 | No | Set by Council Resolution, \$555 |
| Culver City | 2009 | No | Set by Council Resolution |



S.A.F.E. Smokefree Air For Everyone

Encouraging Smoke free Environments Where People Live, Work and Play

P.O. Box 246, Newbury Park, CA 91319 • Phone: 805-499-8921 or 818-427-8921
Website: www.smokefreeapartments.org EMail: esther@smokefreeapartments.org

July 23, 2015

Honorable Mark Burton
Manhattan Beach City Hall
1400 Highland Avenue
Manhattan Beach, CA 90266

Dear Mayor Burton:

It was with delight that I have been hearing that the City of Manhattan Beach may be considering adoption of an ordinance that would regulate smoking in apartments and perhaps condominiums.

You may be aware that the CDC (Centers for Disease Control and Prevention) and HUD (U.S. Department of Housing and Urban Development) have both recently stated that all multi-unit housing should be totally non-smoking. HUD is currently putting a lot of pressure on Public Housing Authorities throughout the country to adopt no smoking policies. The Los Angeles County Housing Authority adopted a no smoking policy two years ago. The Housing Authority of the City of Los Angeles is currently developing a no smoking policy which they plan to implement in 2016.

The public interest law firm, ChangeLab Solutions has just updated their model Smokefree Housing Ordinance and they are recommending that all multi-unit housing be non-smoking. The reason is that when there is smoking anywhere in a building, the smoke can travel throughout the building.

S.A.F.E. has been working on this public health problem since the year 2000. We are aware that many policy makers feel compassion for people who have become addicted to tobacco products. These policy makers are troubled by their concern that some people might be evicted for smoking in their own apartment or harassed in the condominium they own.

When we worked in the city of Calabasas, we found that some councilmembers wanted to be sure that persons addicted to tobacco products would have some place to smoke. For that reason, when they enacted their outdoor ordinance, they made sure to find some places in the city that could be designated as smoking-permitted areas. There were even smoking-permitted areas in their parks. When the Council worked on apartments, they agreed to allow smoking in a percentage of apartment buildings. This worked in Calabasas because all of their apartments are in huge complexes and management of the complexes agreed to make some of the buildings in each complexes smoking-permitted.

That solution would not work in Manhattan Beach, a city that has many individual apartment and condominiums buildings, but few large apartment complexes. Allowing a smoking-permitted section in

S.A.F.E. Advisory Board: Catherine Haymes Baker, Esq., Jacque Petterson, Monty Messex, M.P.H., Andrea Portenier, M.S.P.H, Esther Schiller, Liz Schiller, Eipryl Tello, M.P.A., Peggy Toy, and Alan Zovar, R.P.T.
In Our Memory: Richard Lubin, Shira Paskin, Herm Perlmutter, C.H.E.S., Barry J. Stone, C.P.A.

every residential building would mean that everyone in the building could potentially be breathing tobacco smoke.

Allowing smoking on balconies/patios or in common areas is also not a good idea. The smoke is actually pulled into adjacent windows and doors because of the difference in air pressure. Based on the numbers of people who contact us to complain about this problem, it appears that even when windows and doors are closed, the smoke still gets into units, probably because our buildings are not built to be air tight. Some suggestions have been made that a smoking permitted area could be set up outside as long as it is 25 feet from a building. However, James Repace, an outdoor air scientist did a study and found that tobacco smoke could travel as far as 50 feet from one home to another in a single-family home neighborhood.

In Santa Monica, the City Council wanted to protect all of its residents who smoke. Their housing ordinance “grandfathers” all residents and only requires that units become non-smoking when residents move out. Landlords and Realtors selling condos are required to inform potential renters and purchasers where the smoking permitted apartment and condo units are located so people are made aware before they move in of possible health hazards. But it will be many years before all units in Santa Monica are non-smoking and many people continue to be exposed to tobacco smoke. It is a city with rent control so people are reluctant to move and lose their low rent.

Perhaps the best way to protect apartment and condo residents from drifting tobacco smoke where they live is for the city of Manhattan Beach to re-visit its smokefree outdoor areas ordinance in order to create potential smoking-permitted areas. If that seems impossible because of the size of the city and the closeness of all of the buildings, another city has solved this problem by requiring that people keep moving as they are smoking. This suggestion may sound silly, but walking is exercise and exercise can be helpful, even for people who smoke.

The places where people are most at risk of tobacco and/or marijuana smoke exposure is where they live. The cities of Pasadena and Culver City have both adopted 100% no smoking ordinances for apartments and condominiums. The Culver City ordinance is new, but the City of Pasadena has been enforcing their ordinance for several years.

We would be delighted to meet with you and/or all of the council members for a *study session* in order to fully explore the concerns and hopes that council members (and possibly members of city staff as well) may have about this issue.

Sincerely,

Esther Schiller, Executive Director
Smokefree Air For Everyone and the
Smokefree Apartment House Registry
www.smokefreeapartments.org

Agenda Date: 8/18/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Quinn Barrow, City Attorney

SUBJECT:

Additional Open Government Initiatives and Department Head Employment Agreements
(City Attorney Barrow).

DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

The Council provide direction.

BACKGROUND:

On July 7, 2015, Mayor Burton requested that the following items be placed on the August 18, 2015 Council agenda:

1. Describe closed sessions for “anticipated litigation” with additional facts and circumstances justifying the closed session
2. Agendize settlement agreements as general business items with discussion and voting done in public
3. Require the City Clerk to be present for closed sessions to record any action or direction given and the votes taken.
4. Prohibit all electronic communications by City Council Members during meetings including, but not limited the receipt or transmission by text, email, Facebook, Twitter or other social media.
5. Adopt a “Sunshine Policy”
6. Direct the City Attorney and City Manager to prepare employment contracts for all directors for execution by October 1, 2015.

DISCUSSION:

1. Description of Closed Sessions for Anticipated Litigation. The Brown Act requires that

closed session be described on the public agenda. Government Code Section 54954.5 provides a “bonus” of sorts for using prescribed language to describe closed sessions. If a city uses the prescribed language, legal challenges to the adequacy of the description are precluded. This so-called “safe harbor” encourages many cities, including Manhattan Beach, to use that prescribed language. However, a city may supplement the prescribed language to provide more information. Recently, Manhattan Beach’s closed session descriptions for anticipated litigation have, where appropriate, supplemented the “safe harbor” language to provide more facts and circumstances.

2. Approval of Settlement Agreements in Open Session. The Brown Act provides that city councils may take certain action in closed sessions, including settling pending litigation. This proposal would mean that settlement agreements would be placed on the open portion of the council agenda for discussion and a public vote on the proposed settlement.

3. City Clerk Attendance in Closed Sessions. Government Code Section 54957.2 provides that a City Council, by resolution or ordinance, may require that the City Clerk or other City officer or employee attend closed sessions and “enter in a minute book a record of topics discussed and decisions made at the closed session.” As proposed, the City Clerk would be present at closed sessions to record any action or direction given and the votes taken.

4. Policy Prohibiting Electronic Communications During City Council Meetings.
Some cities prohibit texting and emailing during Council meetings.

5. Sunshine Policy

The City has implemented many “sunshine” provisions that exceed the requirements of the Brown Act and the Public Records Act based on the work of the Open Government Committee. On a regular basis, staff reviews the matrix of open government initiatives and supplements the matrix based on newly implemented initiatives, such as Information Memos, Open City Hall, Closed Captioning, more use of the City’s social media sites, etc... The development of a Sunshine Policy that incorporates the above items is something that staff has discussed.

6. Department Head Employment Contracts.

Many cities have employment contracts with its department heads.

CONCLUSION:

Staff seeks direction from the Council.

Agenda Date: 8/18/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Quinn Barrow, City Attorney

SUBJECT:

City-Wide Civility Policy (City Attorney Barrow).

DISCUSS AND APPROVE

RECOMMENDATION:

Staff recommends that the City Council approve the draft Civility Policy.

BACKGROUND:

At the August 4, 2015 City Council meeting, Council gave direction to staff to develop a civility policy. Pursuant to such direction, staff has created a Civility Policy for City Council's consideration.

DISCUSSION:

The City is dedicated to providing a safe and mutually respectful environment for all members of the public and City employees free from harassment, disruptions and intimidation. The goal of this policy is to establish a reasonable, safe, harassment-free workplace for City staff and members of the public, while not infringing any person's right to freedom of expression. The key goals of the draft policy are:

- (1) All interactions between City staff and members of the public will be conducted in a respectful manner.
- (2) Threats of violence will not be tolerated.
- (3) Loud, demeaning, or offensive communications will not be tolerated.
- (4) Any conduct that disrupts government operations will not be tolerated.

The draft policy includes a step-by-step approach to address uncivil, abusive, threatening, intimidating and harassing behavior.

CONCLUSION:

Staff recommends that the City Council approve the draft Civility Policy.

Attachments:

1. Civility Policy

CIVILITY POLICY

Manhattan Beach is Committed to Treating Members of the Public, City Staff and Elected Officials with Respect and Expects the Same in Return

Manhattan Beach elected officials and employees will treat members of the public with respect and expect the same in return. The City is committed to maintaining orderly administrative processes in keeping City Council meetings and City administrative offices free from disruptions.

This policy promotes mutual respect, civility and orderly conduct among City employees, elected officials, and the public. This policy is not intended to deprive any person of his/her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe, harassment-free workplace for our staff. The City encourages positive communication and discourages volatile, hostile or aggressive actions. The City seeks public cooperation with this endeavor.

- (1) All interactions between City staff, City elected officials and members of the public will be conducted in a respectful manner.
- (2) Threats of violence will not be tolerated.
- (3) Loud, insulting, demeaning, or offensive communications will not be tolerated.
- (4) The City will not tolerate any individual who disrupts or threatens to disrupt City government operations, threatens the health and safety of staff or councilmembers, willfully causes property damage, uses loud and/or offensive written or oral language which could provoke a violent reaction; or who has otherwise established a continued pattern of uncivil behavior.

Safety and Security Steps.

The City will take the following steps to promote compliance with the Civility Code. Internally, the City will provide a safety and/or crisis intervention techniques program in order to raise awareness on how to deal with these situations if and when they occur, and how to document each incident.

1. Official Warning

If a member of the public begins to act abusively towards a City employee, staff will issue an oral warning before taking further action in response to the abuse, and provide that person with this policy. This warning – which should clearly identify both the offending behavior and the potential consequences that will arise if such behavior persists – will provide the abusive member of the public with an opportunity to improve his or her behavior before the City takes more serious action, such as removal from the premises. A warning from City staff will often be sufficient to halt any abusive treatment.

2. Suspension from the Government Building for a Short Period

If an abusive member of the public does not improve his or her behavior in response to an official warning, the City will request the abusive individual leave the premises for a short period of time (e.g., the remainder of the day). This temporary suspension from City property provides the abusive member of the public with an opportunity to “cool down” and reflect on his or her treatment of City staff.

3. Cease and Desist Letter

If an abusive member of the public does not improve his or her behavior in response to an official warning or brief suspension, the City will respond by sending a “cease-and-desist” letter. The letter will identify both the prohibited conduct and the City’s potential remedies. A “cease-and-desist” letter will put the abusive member of the public on notice of the potentially serious consequences of his or her conduct.

4. Further Measures

Nothing in this policy precludes additional action if the above measures are not effective.

Agenda Date: 8/18/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Marisa Lundstedt, Community Development Director
Bruce Moe, Finance Director

SUBJECT:

Discussion of a Development Strategy for the Property Located on Parkview (City Council).
DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Staff recommends that the City Council discuss a development strategy for the City-owned property located on Parkview Avenue.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with the recommended action.

BACKGROUND:

On August 4, 2015, the City Council directed staff to place on a future agenda, a City Council discussion regarding a development strategy for City-owned property located on Parkview. The property is currently leased out as parking for the Manhattan Village Mall and Manhattan Beach Country Club. It is also utilized as public parking for Village Field, a City-owned athletic field. Finally, the property includes an easement for resident access to the senior housing facility.

DISCUSSION:

If the City were to redevelop the property, there are several items which would be useful to evaluate as the first step in a development strategy. These include, but are not limited to:

- Land use and zoning regulations
- A market analysis of demand and demographics
- Parking provisions
- Existing leaseholds (Mall and Country Club)

- Alternative locations

Once those items have been reviewed and evaluated, and if the City Council chooses to proceed with a development, the Council will want to consider hiring a developer, as was done when the City developed the Metlox parcels. The selection of a developer would be based on several factors, but may include:

- Developer qualifications
- Development plan (schedule, environmental efficiencies, etc.)
- Developer's financing plan and financial capabilities
- Design and quality of improvements
- Parking, including integration of public and private parking needs

Additionally, it would be prudent for the City to retain the services of an experienced development consultant. This consultant would assist from inception of plan, creation of a Request for Proposal, evaluation of submittals, analysis of the economics and negotiation of a development agreement.

CONCLUSION:

Staff recommends that the City Council discuss a development strategy for the City-owned property located on Parkview Avenue.

Agenda Date: 8/18/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Liza Tamura City Clerk

Tatyana Roujenova - Peltekova, Senior Deputy City Clerk

Matthew Cuevas, Management Analyst

SUBJECT:

Agenda Forecast (City Clerk Tamura).

DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Attached is the most recent Agenda Forecast for City Council Review

Attachments:

1. August 12, 2015 Agenda Forecast

TENTATIVE DRAFT – SUBJECT TO CHANGE

**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

(Items placed on the Forecast may not necessarily be in the order in which they will appear on the Agenda)

| | |
|------------------|--|
| 9/1/2015 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | 1. Public Hearing to Consider Resolution No. 15-0053 Determining that the City is in Compliance with the Program Requirements of the 2015 Congestion Management Program for Los Angeles County Metropolitan Transportation Authority (Public Hearing) |
| | 2. Introduction of Ordinance No. 15-0022 Regarding the Passage of Assembly Bill 2188 which Requires Local Agencies to Adopt an Ordinance that Creates an Expedited and Streamlined Permitting Process for Small Residential Rooftop Solar Energy Systems (New Business) |
| | 3. Citywide Wayfinding Signs Presentation (New Business) |
| | 4. Bagging of City Parking Meters 2015 Holiday Season (New Business) |
| | 5. Status Report on Construction Rules, Surety Bonds, Mediation and Construction Permits (New Business) |
| | 6. Mansionization Report (New Business) |
| | 7. Approve Funding Agreement between the Los Angeles County Metropolitan Authority and City of Manhattan Beach to Formalize the Terms and Conditions for Use of the Previously Awarded Measure R Funds for the Aviation Boulevard at Artesia Boulevard Intersection Improvements in the Amount of \$1,500,000 (New Business) |
| | 8. Approve Funding Agreement between the Los Angeles County Metropolitan Transportation Authority and City of Manhattan Beach to Formalize the Terms and Conditions of Use of the Previously Awarded Measure R Funds for the Sepulveda Boulevard at Manhattan Beach Boulevard Intersection Improvement Project in the Amount of \$980,000 (New Business) |
| 9/15/2015 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | Ceremonial - Honorary Designation and Presentation of Plaques for 3 Historic Properties |
| | 1. Accept Property Donation near Bryant / Meadows Intersection (APN 4168-017-027) (Consent) |
| | 2. Contracts For Financial Analyst and Bond Counsel (Consent) |
| | 3. Insurance Fund Report (Consent) |
| | 4. Second Reading of Ordinance No. 15-0022 Regarding the Passage of Assembly Bill 2188 which Requires Local Agencies to Adopt an Ordinance that Creates an Expedited and Streamlined Permitting Process for Small Residential Rooftop Solar Energy Systems (Consent) |
| | 5. Consideration of One-Year Renewal of Fire Records Management System (RMS) support and Maintenance Contract with Fire Information Support Services, Inc. in the Amount of \$26,350.00 (Consent) |
| | 6. Consideration of a Renewal of the 2015 Fire Department Equipment/Apparatus Loan Agreement with the cities of El Segundo, Hermosa Beach, Redondo Beach and Manhattan Beach (Consent) |
| | 7. First Reading of Smoking Ordinance (Old Business) |

TENTATIVE DRAFT – SUBJECT TO CHANGE**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

(Items placed on the Forecast may not necessarily be in the order in which they will appear on the Agenda)

| | |
|-------------------|--|
| 10/6/2015 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | Ceremonial – Presentation of a City Plaque in Recognition of Evelyn Frey’s 100 th Birthday |
| | 1. Second Reading of Smoking Ordinance (Consent) |
| 10/20/2015 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| 11/3/2015 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | 1. Six Month Update Regarding Flashing Lights at the Pier Bike Path (Ordinance No. 15-0005) (Old Business) |
| 11/17/2015 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | 1. Q1 Budget/CIP Report (Consent) |
| | 2. Review of Financial and Budget Policies (New Business) |
| 12/1/2015 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | Ceremonial – Longstanding Business Awards |
| 12/15/2015 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | 1. FY 2016-2017 Budget Process Discussion (New Business) |
| 1/5/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| 1/19/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | 1. North MB BID Resolution of Intention to Collect Annual Levy (Consent) |
| | 2. Comprehensive Annual Financial Report for FY 14-15 (Consent) |
| 2/2/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | 1. North MB BID Renewal Public Hearing & Ratification of Board Members (Public Hearing) |
| 2/16/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | 1. Q2 Budget/CIP Report (Consent) |
| | 2. FY 15-16 Mid-Year Budget Report (New Business) |
| 3/1/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| 3/15/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |

TENTATIVE DRAFT – SUBJECT TO CHANGE

**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

(Items placed on the Forecast may not necessarily be in the order in which they will appear on the Agenda)

| | |
|------------------|--|
| 4/5/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | 1. Annual Street Lighting & Landscaping Assessments (Phase 1) (Order Plans, Specs, Cost Estimates & Engineer’s Report) (Consent) |
| 4/19/2016 | <i>Regular Meeting – 6:00 PM - City Council Reorganization Mayor D’Errico/Mayor Pro Tem Lesser</i> |
| | Pledge - |
| 4/26/2016 | <i>Boards and Commissions Interviews – Police/Fire Conference Room – (Tentative 5 PM)</i> |
| | |
| 5/3/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | 1. Q3 Budget/CIP Report (Consent) |
| | 2. Annual Street Lighting & Landscaping Assessments (Phase 2A) (Approve Engineer’s Report) (Consent) |
| | 3. Annual Street Lighting & Landscaping Assessments (Phase 2B) (Set Public Hearing) (Consent) |
| | 4. FY 16-17 Proposed Budget (New Business) |
| | 5. Annual Appointment of Boardmembers & Commissioners (New Business) |
| 5/5/2016 | <i>Budget Study Session #1 – Time TBD</i> |
| | Pledge - |
| 5/10/2016 | <i>Budget Study Session #2 – Time TBD</i> |
| | Pledge - |
| 5/12/2016 | <i>Budget Study Session #3 – Time TBD</i> |
| | Pledge - |
| 5/17/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | 1. Annual Appointment of Boardmembers & Commissioners (If-Needed) (New Business) |
| 5/19/2016 | <i>Budget Study Session #4 – Time TBD</i> |
| | Pledge - |
| 6/7/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| 6/21/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | 1. Annual Street Lighting & Landscaping Assessments (Phase 3) (Public Hearing) |
| | 2. FY 16-17 Budget Adoption & Gann Limit (Public Hearing) |
| 7 /5/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| 7/19/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |

TENTATIVE DRAFT – SUBJECT TO CHANGE

**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

(Items placed on the Forecast may not necessarily be in the order in which they will appear on the Agenda)

| | |
|------------------|--|
| 8/2/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| 8/16/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | 1. Q4 Budget/CIP Report (New Business) |
| 9/6/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |
| | 1. Beach Rental Status Report (Old Business) |
| 9/20/2016 | <i>Regular Meeting – 6:00 PM</i> |
| | Pledge - |

TENTATIVE DRAFT – SUBJECT TO CHANGE

**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

(Items placed on the Forecast may not necessarily be in the order in which they will appear on the Agenda)

INFORMATIONAL MEMOS

| Memo | City Council Date Requested |
|---------------------------------|------------------------------------|
| 1. PS I Love You (Tentative) | 6-2-15 |
| 2. Downtown Residential Parking | 5-19-15 |
| 3. Verandas Update | 8-4-15 |

FUTURE AGENDA ITEMS (Date TBD)

| Item | City Council Date Requested |
|---|------------------------------------|
| 1. Underground District Policy and Survey Results (Work Plan) | |
| 2. Discussion of Citywide Free Wi-Fi | 8-4-15 |
| 3. Art Decommissioning Policy | 8-4-15 |

FUTURE MEETINGS TO BE SCHEDULED

| Item |
|---|
| 1. Half-Day City Council Retreat |
| 2. Joint City Council/Manhattan Beach Unified School District Meeting |

Agenda Date: 8/18/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Mark Leyman, Parks and Recreation Director

SUBJECT:

Commission Minutes:

This Item Contains Minutes of the following City Commission Meetings: Cultural Arts Commission Meeting of July 14, 2015 (Parks and Recreation Director Leyman).

INFORMATION ITEM ONLY

RECOMMENDATION:

The attached minutes are for information only:

Cultural Arts Commission Meeting of July 14, 2015

**CITY OF MANHATTAN BEACH
MINUTES OF THE CULTURAL ARTS COMMISSION**

July 14, 2015

Manhattan Beach City Council Chambers
1400 Highland Avenue
Manhattan Beach, CA 90266

A. CALL TO ORDER

The meeting was called to order at 6:03 PM.

B. PLEDGE TO THE FLAG

C. ROLL CALL

Present: Commissioners Ramezani, Gill, Samuels and May

Absent: Commissioner Dunn

Others present: Cultural Arts Manager, Martin Betz and Recording Secretary, Linda Robb

D. APPROVAL OF MINUTES

Commissioner Gill moved to approve the June 9, 2015 minutes as written. Commissioner May seconded the motion. The motion passed.

Ayes: Commissioners May, Ramezani, Samuels and Gill

Nays: none

Abstain: none

Absent: Commissioner Dunn

E. CEREMONIAL

None

F. AUDIENCE PARTICIPATION

Chairperson Ramezani opened the floor to audience participation.

Carla Spring, representative of the Friends of Redondo Beach Arts – Ms. Spring invited the commission to opening day for their show at AES Power Plant on July 31st. All artists are from California. Friends of Redondo Beach Arts is a nonprofit organization supporting art in Redondo Beach. The exhibition will be held over two weekends, 7/31-8/2 and 8/7-8/9.

Gary MacAulay, resident – Mr. McAulay stated that he is disappointed about the wording on strand bench program donor plaques coming up again. He feels that the strand should not become a long memorial area. Mr. McAulay made two suggestions: 1. Create a wall or walkway so that members of the public can buy a brick or tile that is affordable to everyone. 2. Buy the rest of the benches with the public art fund. If the benches must have plaques perhaps Leadership Manhattan Beach could make a tribute to the pioneers or other leaders who contributed to the success of the City.

Alistair Tober – Mr. Tober thanked Commissioner Ramezani for inviting him to the meeting and expressed his desire to learn how to get more involved.

The floor was closed to audience participation.

G. STAFF ITEMS

Presentation by LA County Art Commission regarding the art piece being installed at the Library - Jennifer from the LA County Arts Commission spoke on the process for selecting the art pieces.

Artist, Kathy Taslitz presented her concept for the library art. Ms. Taslitz presented the two works. *Personal Archeology* will be against the wall and will be a kelp form with words hidden in the leaves. She spent a lot of time walking the streets of Manhattan Beach asking a diverse cross section what the City means to them and from that process she chose representative words to embed in the texture of the leaves.

The second piece, *Prevailing Affinities* will consist of 18 fiberglass jellyfish, each with 7 silicone tentacles. Each jellyfish will be colored on the underside. The colors will be representative of the City flag. The jellyfish will be grouped together symbolizing family. The design is being finalized now. Installation is expected late Spring/early Summer of 2016.

Commissioner Gill wanted to clarify that the artwork was paid for with \$150,000 from the Public Art Trust Fund and \$150,000 came from the County.

Recreation Supervisor Deborah Hom spoke of the conference she attended. She is working on applying for grants. Ms. Hom stated that she would be reaching out the local PTAs to rekindle the Reflections program.

Cultural Arts Manager, Martin Betz gave the following updates:

Upcoming Exhibitions – Older Adults exhibition – Mr. Betz stated that there are three jurors needed and it would be great if the Cultural Arts Commissioners could be jurors. It was decided that Commissioners Ramezani, Samuels and Gill would be the jurors. The exhibition will open on August 6th and run through August 25th.

Update on Sculpture Garden, installation by Jimmy Descant: *Rocketship* was installed at the Art Center. The Summer Camp kids came out and met the artist. The next piece, *Archimedes' Goose* will be installed in front of the Fire department by the elevator.

Art Center update – The renovations are almost complete.

Update on monthly budget details – Finance keeps a tab on the maximum permitted balance will make the commission aware when the funds need to be used.

Update on Strand bench policy –The subject was pushed off the agenda and did not go to City Council. As such, staff will review the policy. It will come back to the commission before it goes back to the City Council.

Commissioner May stated that she is not sure where the benches stand as far as their status as art. Mr. Betz stated that any pieces with an edition of less than 200 fall under VARA.

Update on decommissioning policy – Staff will review and consider feedback from the public and bring back for the next meeting.

Update on Art Lab – Staff will be presenting to City Council soon. The hope is that it can start with the next school year.

Commissioner Gill inquired about the Miguel Angel Velasquez mural. Mr. Betz stated that no progress has been made but suggested waiting for the decommissioning policy to be approved. Commissioner Samuels stated that the mural is half covered by a wall so it may be

difficult to solicit public opinion. Commissioner Ramezani agreed that it would be better dealt with after the decommissioning policy is in place.

Commissioner Ramezani opened the floor to public comment. Seeing none, the floor was closed.

H. COMMISSION ITEMS:

Commissioner Ramezani received a message from the Neptunian Women's Club requesting a representative to attend a meeting to present the Cultural Arts Commission initiatives. They are requesting a presentation on permanent and temporary art installations. Commissioner Ramezani volunteered to present, Commissioner Gill would like to attend. Commissioner Samuels suggested that if both Commissioners Ramezani and Gill were attending that the other commissioners should not, to avoid any Brown Act violations.

Commissioner May stated that she had seen some kiosks in San Francisco displaying rotating art exhibits. She thought that it might be great to have one in Metlox Plaza.

Commissioner May brought up the idea of an art group. Many local artists would like a local art group. Mr. Betz stated that the group should organize and make a proposal to the Commission for discussion.

The Toyota dealership on Sepulveda is building a new showroom and have expressed an interest in having an art show featuring local artists. Lexus in Torrance has a show now.

Mr. Betz stated that if the art group wanted to work with Toyota to organize a show, they would do it directly. Commissioner Ramezani stated that there might be an opportunity to work with Toyota to use the showroom as an additional venue for art shows. Commissioner Samuels stated that many businesses would be interested in displaying art so there is no shortage of venues. Commissioner May clarified that she would like the commission to facilitate a group for artists to come and talk about what they're working on. Commissioner Samuels stated that the Art Center would be the place for that kind of activity. Mr. Betz agreed that if a group wanted to have a monthly meeting to talk about art, they would make a request and it would be considered against the calendar.

Commissioner Ramezani opened the floor to public comment.

Carla Spring stated that she had seen the art display at Lexus and there were hundreds of pieces hanging. She enjoyed the fact that she could look at the art while she waited for her car to be repaired.

I. GENERAL BUSINESS:

None

J. ADJOURNMENT:

Commissioner Gill moved to adjourn. Commissioner Ramezani seconded the motion. The motion passed. The meeting was adjourned at 7:07 p.m.

Ayes: Commissioners May, Ramezani, Samuels and Gill

Nays: none

Abstain: none

Absent: Commissioner Dunn