

City Council Regular Meeting

Regular Meeting

Tuesday, December 15, 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
Teresia Zadroga-Haase, Human Resources Director
Eve R. Irvine, Police Chief
Mark Leyman, Parks & Recreation Director
Bruce Moe, Finance Director

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

MISSION STATEMENT:

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

December 15, 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, this agenda provides an early opportunity for public comments 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****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, December 9, 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 FOR ONE ITEM, A MAXIMUM OF 5 MINUTES IF A SPEAKER WANTS TO COMMENT ON MORE THAN ONE ITEM)

THIS IS YOUR OPPORTUNITY TO COMMENT ON ANY ITEM ON THE AGENDA THAT IS NOT A PUBLIC HEARING, AS WELL AS ANY ITEM 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. 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 a 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.

1. Second Reading of Ordinance No. 15-0037 Prohibiting Delivery of Medical Marijuana and Mobile Marijuana Dispensaries in the City (City Attorney Barrow). [ORD 15-0037](#)
ADOPT ORDINANCE NO. 15-0037
Attachments: [Ordinance No. 15-0037](#)

2. Resolution No. 15-0062 Establishing Fees for the Tobacco Retail Permit (Public Works Director Olmos) [RES 15-0062](#)
ADOPT RESOLUTION NO. 15-0062
Attachments: [Resolution No. 15-0062](#)
[Tobacco Retail Permit Fee Summary](#)

3. Award of Bid to Ford of Orange for Two Budgeted Replacement Patrol Utility Interceptors (\$64,413.37) and to DCH Gardena Honda for a Honda Accord Sedan (\$32,650.98) for the Police Department (Finance Director Moe). [15-0521](#)
APPROVE
Attachments: [Bid #1054-16 Comparison for Ford Vehicles \(2\) & sedan](#)

4. Financial Report: [15-0460](#)

- a) Schedule of Demands: November 12, 2015
- b) Investment Portfolio for the Month Ending October 31, 2015
- c) Month End Report for October 31, 2015
(Finance Director Moe).

ACCEPT REPORT AND DEMANDS

Attachments: [Schedule of Demands for November 12, 2015](#)
[Investment Portfolio for Month Ending October 31, 2015](#)
[Month End Report for October 31, 2015](#)

5. City Council Minutes: [15-0547](#)

This Item Contains Action Minutes of the Following City Council Meeting Presented for Approval:

- a.) City Council Strategic Planning Retreat Meeting Minutes of November 4, 2015 (**Continued from the December 1, 2015, City Council Regular Meeting**).
- b.) Joint City Council/Planning Commission Meeting (Mobility Plan) Minutes of November 19, 2015.
- c.) City Council Adjourned Regular Meeting Closed Session Minutes of November 23, 2015.
- d.) City Council Strategic Planning Retreat Follow Up Meeting Minutes of November 30, 2015.
- e.) City Council Regular Meeting Minutes of December 1, 2015 (City Clerk Tamura).

APPROVE

Attachments: [City Council Strategic Planning Retreat Meeting Minutes of November 4, 2015](#)
[Joint City Council/Planning Commission Meeting \(Mobility Plan\) Minutes of November 19, 2015](#)
[City Council Adjourned Regular Meeting Closed Session Minutes of November 23, 2015](#)
[City Council Strategic Planning Retreat Follow Up Meeting Minutes of November 30, 2015](#)
[City Council Regular Meeting Minutes of December 1, 2015](#)

L. PUBLIC HEARINGS (2 MINUTES PER PERSON)

6. Council Review of Planning Commission's Decision to : (1) Approve Issuance of Two Coastal Development Permits No. CA 15-05 (VTPM 73511) and CA 15-06 (VTPM 73086) and (2) Approve Subdivision Maps for the Demolition of a Duplex and Construction of Two Three-Story Residential Condominium Units on Each of the Two Lots, for a Total of Four New Condominium Units at 2616 and 2620 Alma Avenue (Community Development Director Lundstedt). [RES 15-0063](#)
- CONDUCT HEARING, DISCUSS AND ADOPT RESOLUTION NO. 15-0063 AND RESOLUTION NO. 15-0070 APPROVING THE PROJECTS**

Attachments: [Resolution No. 15-0063](#)
[Resolution No. 15-0070](#)
[Planning Commission Staff Report and Attachments- October 14, 2015](#)
[Late Planning Commission input- Email received on October 14, 2015](#)
[Planning Commission Final Minutes October 14, 2015](#)
[Email attachment from resident dated- December 7, 2015](#)
[Powerpoint Presentation](#)

M. OLD BUSINESS

7. Update of El Porto Beach Traffic Circulation Study (Community Development Director Lunstedt). [15-0530](#)
- RECEIVE AND FILE**

Attachments: [El Porto Traffic Counts-Summer Comparison](#)

N. NEW BUSINESS

8. Memoranda of Understanding with the Manhattan Beach Police Management Association and the Manhattan Beach Police Officers' Association [RES 15-0067](#)
- APPROVE, ADOPT RESOLUTION NO. 15-0067**

Attachments: [Fiscal Implications Breakdown by Fiscal Year](#)
[Manhattan Beach Police Management Association Memorandum of Understand](#)
[Manhattan Beach Police Management Association Memorandum of Understand](#)
[Manhattan Beach Police Officers' Association Memorandum of Understanding \(](#)
[Manhattan Beach Police Officers' Association Memorandum of Understanding \(](#)
[Resolution No. 15-0067](#)

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

P. FORECAST AGENDA AND FUTURE DISCUSSION ITEMS

9. Agenda Forecast (City Clerk Tamura). [15-0548](#)
DISCUSS AND PROVIDE DIRECTION

Attachments: [Agenda Forecast December 9, 2015](#)

Q. INFORMATIONAL ITEMS

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

10. Commission Minutes: [15-0551](#)
This Item Contains Minutes of the following City Commission Meetings:
Parks and Recreation Commission Meeting Minutes of October 26, 2015
(Parks and Recreation Director Leyman).

INFORMATION ITEM ONLY

Attachments: [Parks and Recreation Commission Meeting Minutes of October 26, 2015](#)

R. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR

(Government Code Section 54957.6)

Agency Negotiator: Mark Danaj, City Manager

Employee Groups: Manhattan Beach Firefighters' Association;

Management \ Confidential;

Unrepresented Employees;

Teamsters; and

Part-Time Employees

S. ADJOURNMENT

T. FUTURE MEETINGS**CITY COUNCIL MEETINGS**

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

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
Jan. 11, 2016 – Monday – 6:30 PM – Library Commission Meeting
Jan. 12, 2016 – Tuesday – 6:00 PM – Cultural Arts Commission Meeting
Jan. 13, 2016 – Wednesday – 6:30 PM – Planning Commission Meeting
Jan. 25, 2016 – Monday – 6:30 PM – Parks and Recreation Commission Meeting
Jan. 27, 2016 – Wednesday – 6:30 PM – Planning Commission Meeting
Jan. 28, 2016 – Thursday – 6:30 PM - Parking & Public Improvements Commission Meeting
Feb. 8, 2016 – Monday – 6:30 PM – Library Commission Meeting
Feb. 9, 2016 – Tuesday – 6:00 PM – Cultural Arts Commission Meeting
Feb. 10, 2016 – Wednesday – 6:30 PM – Planning Commission Meeting
Feb. 22, 2016 – Monday – 6:30 PM – Parks and Recreation Commission Meeting
Feb. 24, 2016 – Wednesday – 6:30 PM – Planning Commission Meeting
Feb. 25, 2016 – Thursday – 6:30 PM - Parking & Public Improvements Commission Meeting

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

Dec. 25, 2015 – Friday – Christmas Day
Jan. 1, 2016 – Friday – New Years Day
Jan. 18, 2016 – Monday – Martin Luther King Day
Feb. 15, 2016 - Monday - Presidents Day
May 30, 2016 – Monday – Memorial Day
Jul. 4, 2016 - Monday - Independence Day
Sep. 5, 2016 - Monday - Labor Day
Oct. 10, 2016 – Monday – Columbus Day
Nov. 11, 2016 – Friday – Veterans Day
Nov. 24-25, 2016 - Thursday & Friday - Thanksgiving Holiday
Dec. 26, 2016 - Monday - Christmas Day

Agenda Date: 12/15/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Quinn Barrow, City Attorney

SUBJECT:

Second Reading of Ordinance No. 15-0037 Prohibiting Delivery of Medical Marijuana and Mobile Marijuana Dispensaries in the City (City Attorney Barrow).

ADOPT ORDINANCE NO. 15-0037

RECOMMENDATION

Staff recommends that the City Council waive further reading and adopt Ordinance No. 15-0037, an ordinance prohibiting delivery of medical marijuana and mobile marijuana dispensaries in the City.

FUNDING REQUIREMENTS

There is no fiscal impact related to this item.

BACKGROUND

On December 1, 2015, the City Council adopted Urgency Ordinance No. 15-0037U, which was effective immediately, and introduced its counterpart, regular Ordinance No. 15-0037. At this time, staff recommends that the City Council adopt Ordinance No. 15-0037.

DISCUSSION

Governor Brown recently signed into law the Medical Marijuana Regulation and Safety Act (“MMRSA”). The MMRSA allows deliveries by a dispensary (with a State dispensary license) in a city that does not explicitly prohibit it by local ordinance. Manhattan Beach does not expressly prohibit deliveries of medical marijuana or mobile marijuana dispensaries. If the City does not adopt an express ban ordinance before the State begins issuing any State licenses, a State-licensed dispensary will be able to deliver medical marijuana within its jurisdiction. Ordinance No. 15-0037 prohibits delivery of medical marijuana and mobile marijuana dispensaries in the City.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (“CEQA”), the Community Development Department has determined that the proposed prohibition on the delivery of medical marijuana and on mobile marijuana dispensaries is exempt from the requirements of CEQA and the City’s CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed prohibition on marijuana deliveries and mobile marijuana dispensaries within the City’s jurisdiction will have a significant effect on the environment. The ordinance imposes greater limitations on uses and activities allowed in the City, and will thereby serve to eliminate potential significant adverse environmental impacts. The ordinance will not have an impact on the physical environment as it will not result in any changes to the environment.

LEGAL REVIEW

The City Attorney has approved as to form the Ordinance.

CONCLUSION

Staff recommends that the City Council waive further reading and adopt Ordinance No.15-0037, an ordinance prohibiting delivery of medical marijuana and mobile marijuana dispensaries in the City.

Attachment:
Ordinance No. 15-0037

ORDINANCE NO. 15-0037

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH ADDING CHAPTER 4.0136 TO TITLE 4 OF THE MANHATTAN BEACH MUNICIPAL CODE TO PROHIBIT THE DELIVERY OF MEDICAL MARIJUANA AND MOBILE MARIJUANA DISPENSARIES IN THE CITY

RECITALS

1. In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code § 11362.5, and titled “The Compassionate Use Act of 1996” or “CUA” sometimes herein).

2. In 2004, the Legislature enacted Senate Bill 420 (codified as California Health and Safety Code § 11362.7, *et seq.*, and sometimes referred to herein as the “Medical Marijuana Program” or “MMP”) to clarify the scope of Proposition 215 and to provide qualified patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified State criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of cities and counties to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances.

3. In *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, the California Supreme Court held that “[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. . .”

4. The Federal Controlled Substances Act, 21 U.S.C. § 801, *et seq.*, classifies marijuana as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United State, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana.

5. On October 9, 2015, Governor Brown signed Assembly Bill No. 243, Assembly Bill No. 266, and Senate Bill 643 into law, which collectively are known as the Medical Marijuana Regulation and Safety Act (hereinafter “MMRSA”). The MMRSA establishes a State licensing scheme for commercial medical marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA also requires a local government that wishes to prevent marijuana delivery activity, as defined by Business & Professions Code section 19300.5(m) of the MMRSA, from operating within the local government’s boundaries, to enact an ordinance affirmatively banning such delivery activity (Business & Professions Code section 19340(a)).

6. The Manhattan Beach Municipal Code Section 10.60.160 currently prohibits medical marijuana dispensaries in all zones of the City. The Municipal Code does not prohibit the delivery of medical marijuana or mobile marijuana dispensaries.

7. The number of medical marijuana delivery services operating in the State of California that would service the City is unknown because the State does not maintain a registry of mobile marijuana dispensaries or medical marijuana delivery services and their service areas.

8. Successful enforcement of regulations against storefront medical marijuana dispensaries has been found to coincide with an increase in mobile marijuana dispensaries and marijuana deliveries. In recent weeks, the City is aware of at least one advertisement for medical marijuana delivery services to cities in the South Bay.

9. Mobile marijuana dispensaries and marijuana deliveries have resulted in criminal activity, as delivery drivers are targets for armed robbery. As a result, drivers choose to carry weapons to protect themselves. There are a number of recent reports of armed robberies of marijuana delivery services in California: On December 22, 2014, police in the City of San Bernardino reported that a customer robbed a mobile dispensary driver at gunpoint, which led to an hours-long standoff with police. On March 13, 2014, there was an armed robbery of a medical marijuana delivery vehicle that occurred in Long Beach that resulted in a physical fight between the medical marijuana employee and two suspects. In April 2015, a delivery driver for a medical marijuana dispensary was robbed at gunpoint in the Western Addition area of San Francisco. On August 20, 2015, police in the City of Monterey reported that a man held a medical marijuana delivery driver at gunpoint and fled with marijuana and cash. On September 25, 2015, a medical marijuana delivery man was robbed of the marijuana, cash and his car in the City of Altadena. Thus, the delivery of medical marijuana and the operation of mobile marijuana dispensaries both to and from the City would require the City to use its limited resources to monitor and prevent unintended negative consequences of those activities.

10. The delivery of medical marijuana to residences in the City also increases the risk that children and minors will gain access to medical marijuana at the point of delivery.

11. Based on the foregoing, the City Council finds that in order to more fully protect the public health, safety and welfare, prohibiting mobile marijuana dispensaries and the delivery of medical marijuana in the City is proper and necessary to avoid the risks of criminal activity that may result from such activities.

12. All legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, the Manhattan Beach City Council ordains as follows:

Section 1. The City Council finds that the facts set forth in the Recitals, Part A, of this Ordinance are true and correct.

Section 2. Code Amendment. Manhattan Beach Municipal Code Title 4 (Public Welfare Morals and Conduct) is hereby amended to add a new Chapter 4.136 (Medical Marijuana) to read as follows:

“Chapter 4.136

MEDICAL MARIJUANA DELIVERY

- 4.136.010 Definitions**
- 4.136.020 Prohibitions**
- 4.136.030 Civil Penalties**

4.136.010 Definitions

“Delivery” shall have the same meaning as set forth in Chapter 3.5 of Division 8 of the California Business and Professions Code ("MMRSA"), as the same may be amended from time to time, and shall include the commercial transfer of medical marijuana or medical marijuana products from a dispensary, up to an amount determined by the bureau to a primary caregiver, qualified patient, or person with an identification card as defined in California Health and Safety Code Section 11362.7, or a testing laboratory. “Delivery” also includes the use by a dispensary of any technology platform owned and controlled by the dispensary, or independently licensed under the MMRSA, that enables qualified patients or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary of medical marijuana or medical marijuana products.

Identification card” shall have the same meaning as set forth in Municipal Code Section 10.60.160.

“Marijuana” shall have the same meaning as “cannabis” as set forth in California Business and Professions Code Section 19300.5, as the same may be amended from time to time, and shall include all parts of the plant cannabis sativa linnaeus, cannabis indica, or cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Marijuana” also means the separated resin, whether crude or purified, obtained from marijuana. “Marijuana” also means marijuana as defined by California Health and Safety Code Section 11018. For the purpose of this Ordinance, “marijuana” does not mean “industrial hemp” as defined by California Food and Agricultural Code Section 81000 or California Health and Safety Code Section 11018.

“Medical marijuana product” shall have the same meaning as “cannabis product” or “medical cannabis product” as set forth in California Business and Professions Code Section 19300.5, as the same may be amended from time to time, and shall include marijuana, as well as concentrates and extractions, intended to be sold for use by medical marijuana patients pursuant to the Compassionate Use Act of 1996 (Proposition 215).

“Mobile marijuana dispensary” shall mean the use of a motor vehicle that in any way involves growing, distributing, delivering, selling or making available to persons, with or without financial payment or consideration, marijuana or medical marijuana products, including marijuana for medical purposes as described in California Health and Safety Code Section 11362.5.

“Primary caregiver” shall have the same meaning as set forth in Municipal Code Section 10.60.160.

“Qualified patient” shall have the same meaning as set forth in Municipal Code Section 10.60.160.”

4.136.020 Prohibitions

In addition to the prohibitions contained in Municipal Code Section 10.60.160, delivery of marijuana or medical marijuana products to or from the City of Manhattan Beach is expressly prohibited within the City of Manhattan Beach. No person shall conduct or perform any delivery of any marijuana or medical marijuana product, which delivery either originates or terminates within the City. Mobile dispensaries are also prohibited from operating in the City.

4.136.030 Civil Penalties

The City Attorney may bring a civil action for injunctive relief and civil penalties against any person or entity that violates this Chapter. In any civil action brought pursuant to this Chapter, a court of competent jurisdiction may award reasonable attorneys’ fees and costs to the prevailing party.”

Section 3. CEQA. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance, and the prohibitions established hereby, may have a significant effect on the environment, because the Ordinance will only, at most, impose greater limitations on activities in the City, and will thereby serve to eliminate potentially significant adverse environmental impacts. It is therefore not subject to the California Environmental Quality Act review pursuant to Title 14, Chapter 3, Section 15061(b)(3) of the California Code of Regulations. A Notice of Exemption will be prepared.

Section 4. Severability. 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. Savings Clause. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City, or within the territory comprising the City, shall

waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.

Section 6. Certification. 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. Effective Date. 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 by the Manhattan Beach City Council on December ____, 2015.

AYES:
NOES:
ABSENT:
ABSTAIN:

MARK BURTON
Mayor

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:



QUINN M. BARROW
City Attorney

Agenda Date: 12/15/2015

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:

Resolution No. 15-0062 Establishing Fees for the Tobacco Retail Permit (Public Works Director Olmos)

ADOPT RESOLUTION NO. 15-0062

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 15-0062, establishing the fees for the initial tobacco retail permit, and for the annual permit renewal.

FISCAL IMPLICATIONS:

Staff has identified the costs necessary for processing the tobacco retailer permit. These fees help offset staff hours which include costs for staff review and processing of the permit application, and the inspection process. The initial fee for the permit application would cost retailers \$242, while the annual permit renewal fee would cost \$183.

BACKGROUND:

The City seeks to encourage responsible tobacco retailing, and to discourage violations of tobacco-related laws, especially those that discourage the sale or distribution of tobacco and nicotine products to minors. On December 1, 2015, the City Council approved Ordinance No. 15-0020, to institute a tobacco retail licensing program in the City of Manhattan Beach. Ordinance No. 15-0020 details several key requirements for retailers who sell tobacco products or electronic cigarettes.

DISCUSSION:

The establishment of a tobacco retail licensing program in the City of Manhattan Beach requires tobacco retailers to obtain a permit to sell tobacco and electronic cigarette products in the City. This program includes a permit application and inspection process, and the creation of a fee for the permit is necessary to cover the City's expenses.

Ordinance No. 15-0020, in Section 4.119.100, authorized the City Council to establish fees to issue or renew a retailer permit. Resolution No. 15-0062 outlines the proposed fees as follows:

- Initial Permit = \$242; and
- Annual Renewal = \$183.

The costs associated with these fees are calculated for each permit application, and includes the staff time of the Code Enforcement Officer, Assistant Planner, Permit Technician, and an Account Services Representative, as detailed in Attachment 2. The City identifies all costs associated with activities, including overhead, to determine the true cost of providing City services.

Other enforcement strategies, public education efforts, and generating and mailing the annual renewal letter are covered through the City's overhead costs associated with the fully burdened salary rate. As stated in the August 18, 2015 report to City Council, these fees are in line with other cities throughout California that also have a local tobacco ordinance.

As the City conducts its periodic cost recovery and user fee study, these rates may fluctuate and will be changed accordingly.

The Tobacco Retail Ordinance becomes effective January 1, 2016. Staff proposed a 90-day implementation period for retailers to come into compliance with the ordinance, and apply for the tobacco retail permit. This is also in line with the implementation period in other cities, with timeframes ranging from 30 days to 90 days for retailers to come into compliance.

With a 90-day implementation period beginning on January 1st, the enforceable date of the ordinance will be April 1, 2016. Letters will be sent to the tobacco retailers to alert them of this deadline and encourage them to apply for the tobacco retail permit. City staff will then begin the permit application and inspection process to ensure retailers are in compliance with the ordinance requirements.

POLICY ALTERNATIVES:

ALTERNATIVE #: 1 - Waiving Permit Fees

City Council can elect to waive permit fees for tobacco retailers and absorb the cost of the application and inspection process. For the existing retailers in the City this amounts to \$242 for each permit application, plus an additional \$183 each year for the permit renewal. So the City would need to absorb an estimate \$5,082 in application fees, and an annual \$3,843 in renewal fees. This estimate is based on the 21 existing retailers in the City, and does not include funds for any new retailers that wish to obtain a tobacco retail permit in the City.

PROS:

Waiving fees will benefit existing tobacco retailers who currently have to pay the fees for a State permit and the City's business license tax. Waiving permit fees would also remove any potential cost impacts for new tobacco retailers that wish to open a business in Manhattan Beach.

CONS:

Since the City Council adopted the Tobacco Retail Ordinance, City staff must develop, implement, and monitor the tobacco retail program. The costs associated with the program implementation will have to be absorbed by the City, instead of being recovered from the retailers.

PUBLIC OUTREACH/INTEREST:

Tobacco retailers and the various business associations in the City have been made aware of the proposed tobacco retail permit program through direct mail letters and presentations by City staff. Several retailers also submitted comment letters and attended City Council meetings to share their thoughts on the program.

CONCLUSION:

Staff recommends that City Council adopt Resolution No. 15-0062, establishing the fees for the tobacco retail permit.

Attachments:

1. Resolution No. 15-0062
2. Tobacco Retail Permit Fee Summary

RESOLUTION NO. 15-0062

**A RESOLUTION OF THE MANHATTAN BEACH
CITY COUNCIL ESTABLISHING AN ANNUAL
TOBACCO RETAIL PERMIT FEE**

THE MANHATTAN BEACH CITY COUNCIL HEREBY FINDS, ORDERS
AND RESOLVES:

Section 1. On December 1, 2015, the City Council adopted Ordinance No. 15-0020, which added Chapter 4.118 to the Municipal Code to establish a permit system for retailers of tobacco products and electronic smoking devices. Pursuant to Section 4.118.100 of Chapter 4.118, the City Council is authorized to establish fees for the issuance and renewal of the tobacco retailers permit.

Section 2. The City has analyzed the costs that will be incurred in processing the applications for the tobacco retailers permit. The analysis is set forth in Attachment 2 to the December 15, 2015 City Council meeting agenda report accompanying this Resolution. Attachment 2 is hereby incorporated herein by this reference. Based on such analysis, the City Council finds and determines that the permit fees will not exceed the estimated cost of providing the service and the regulatory program for which the fees are imposed.

Section 3. Based upon the foregoing, the City Council hereby establishes the initial permit fee at \$242, and the annual permit renewal fee at \$183.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

ATTEST:

Mark Burton, Mayor

Liza Tamura, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MANHATTAN BEACH)

I, Liza Tamura, Manhattan Beach City Clerk, hereby certify that Resolution No. 15-0062 was adopted by the Manhattan Beach City Council at a regular meeting held on December 15, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN

Liza Tamura, City Clerk

Attachment 2: Tobacco Retail Permit Fee Summary

Initial TRL Permit	Amount of time to complete the task (activity)	Fully Burdened Hourly Rate	Cost of providing the service
Code Enforcement	1.25 hour	\$ 108.51	\$ 135.64
Assistant Planner	30 mins	\$ 126.35	\$ 63.18
Permit Tech	15 mins	\$ 96.57	\$ 24.14
Finance ASR	15 mins	\$ 75.49	\$ 18.87
			\$ 242

Annual TRL Renewal	Amount of time to complete the task (activity)	Fully Burdened Hourly Rate	Cost of providing the service
Code Enforcement	1 hour	\$ 108.51	\$ 108.00
Assistant Planner	15 mins	\$ 126.35	\$ 31.59
Permit Tech	15 mins	\$ 96.57	\$ 24.14
Finance ASR	15 mins	\$ 75.49	\$ 18.87
			\$ 183

Agenda Date: 12/15/2015

TO:

Honorable Mayor Powell and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Bruce Moe, Finance Director
Gwen Eng, Purchasing Manager

SUBJECT:

Award of Bid to Ford of Orange for Two Budgeted Replacement Patrol Utility Interceptors (\$64,413.37) and to DCH Gardena Honda for a Honda Accord Sedan (\$32,650.98) for the Police Department (Finance Director Moe).

APPROVE

RECOMMENDATION:

Staff recommends that the City Council split the award of Bid #1054-16 to Ford of Orange for the purchase of two budgeted replacement Patrol Utility Interceptors in the amount of \$64,413.37 and to DCH Gardena Honda for the purchase of a replacement sedan in the amount of \$32,650.98.

FISCAL IMPLICATIONS:

Funds totaling \$93,873 are budgeted in the Fiscal Year 2015-2016 Fleet Management Fund for the purchase and equipping of the patrol vehicles. The vehicles cost \$64,413.37; the remaining budgeted funds of \$29,459.63 will be used to outfit the vehicles with the customary hardware, electronics and any other necessary equipment for these vehicles.

The Police sedan being replaced was involved in an accident, which resulted in the car being considered a total loss. Replacement of this vehicle was unanticipated in the current fiscal year; however, there are sufficient funds and appropriations available in the Fleet Fund for its replacement.

DISCUSSION:

Patrol Vehicles

Two of the vehicles referenced in this staff report are included in the approved Fiscal Year

2015-16 vehicle replacement list. The budgeted replacement vehicles recommended for purchase are two Police Patrol Utility Interceptors. The selection of these vehicles has been approved by the using department and the City's Fleet Manager.

If this purchase is approved, the existing unit(s) may be redeployed to replace a second line vehicle (police decoy, traffic block or conversion to a precision immobilization technique [PIT] maneuver training vehicle) in order to make the most effective use of these vehicles. Alternatively, the unit(s) may be declared surplus and sent to auction for the highest attainable value, whichever is more advantageous to the City. Any of these measures taken will not result in expansion of the current vehicle fleet authorization. The new vehicles will arrive in approximately 3-5 months.

Police Sedan

A sedan in the Police Department used by administrative staff was involved in a traffic accident with damage so extensive that the car was considered a total loss. This has resulted in a shortage of administrative cars and the need to purchase a replacement.

A total of five bid responses were received for the Police Interceptors and three for the Police sedan. The bid comparison (Attachment 1) lists the aggregate price, including sales tax, fees (and in the case of the Manhattan Beach Toyota bid, the local sales tax return) and payment discounts (the lowest bid is indicated in bold font). Based on these bids, staff recommends that the City Council split the award Bid #1054-16 to the lowest responsible bidder, Ford of Orange, for the purchase of two Patrol Utility Interceptors (\$64,413.37) and DCH Gardena Honda for the purchase of one Honda Accord (\$32,650.98).

CONCLUSION:

Staff recommends that the City Council split the award of Bid #1054-16 to Ford of Orange for the purchase of two Patrol Utility Interceptors (\$64,413.37) and DCH Gardena Honda for the purchase of one Honda Accord (\$32,650.98).

Attachment:

1. Bid #1054-16 Comparison for Ford vehicles (2) and Honda sedan (1).

**Attachment 1 -
Bid #1054-16**

Police Interceptors (2)

Vendors

Pricing

- | | |
|------------------------------------|--------------------|
| 1. Ford of Orange, Orange | \$64,413.37 |
| 2. Downtown Ford Sales, Sacramento | \$65,936.90 |
| 3. Wondries Fleet, Alhambra | \$66,795.22 |
| 4. South Bay Ford, Hawthorne | \$67,645.46 |
| 5. AutoNation, Torrance | \$70,324.68 |

Sedan (1)

- | | |
|--|--------------------|
| 1. DCH Gardena Honda, Gardena | \$32,650.98 |
| 2. Manhattan Beach Toyota, Manhattan Beach | \$33,265.10 |
| 3. Wondries Fleet, Alhambra | \$34,174.78 |

Agenda Date: 12/15/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Bruce Moe, Finance Director

SUBJECT:

Financial Report:

- a) Schedule of Demands: November 12, 2015
- b) Investment Portfolio for the Month Ending October 31, 2015
- c) Month End Report for October 31, 2015
(Finance Director Moe).

ACCEPT REPORT AND DEMANDS

RECOMMENDATION:

Staff recommends that the City Council accept the attached report and demands.

FISCAL IMPLICATIONS:

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

The total value of the warrant register for November 12, 2015 is \$582,084.16.

BACKGROUND:

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

DISCUSSION:

Schedule of Demands:

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

Please note that this warrant reflects a one-time change in check issuing dates. In lieu of the

normal two week cycle for warrants, checks were issued one week after the prior register to accommodate a change in check issuing schedule, designed to improve efficiencies in the Finance Department. The warrant register resumes the two week cycle with the next check date.

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.

Month End Report:

This package includes summary level financial information for the month ending October 31, 2015. This report marks the fourth month of the fiscal year 2015-2016, and reflects the annual budget adopted by City Council.

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

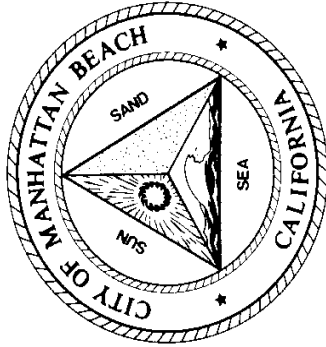
CONCLUSION:

Staff recommends that the City Council accept the attached report and demands.

Attachments:

1. Schedule of Demands for November 12, 2015
2. Investment Portfolio for the Month Ending October 31, 2015
3. Month End Report for October 31, 2015

City of Manhattan Beach



Schedule of Demands November 12, 2015

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT(S) WR 11b
DATED: 11/12/2015

I HEREBY CERTIFY THAT THE CLAIMS OR DEMANDS COVERED BY THE ABOVE WARRANT(S) IN THE AMOUNT OF \$582,084.16 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

THIS 15TH DAY OF DECEMBER



CITY MANAGER

WARRANT REGISTER(S)	WR 11b	WARRANT(S)	11b	588,039.17
PREPAID WIRES / MANUAL CKS	11b			0.00
SUBTOTAL WARRANTS				<u>588,039.17</u>
VOIDS	11b			(5,955.01)
TOTAL WARRANTS				<u><u>582,084.16</u></u>

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WR 11b

WARRANT BATCH NUMBER:

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
521848	11/12/2015	N	ADLERHORST INTERNATIONAL INC	OFF-SITE K-9 MONTHLY TRAINING	550.00
521849	11/12/2015	N	ALL CITY MANAGEMENT SVCS	CROSSING GUARD SERVICES FIRST AMENDME	25,652.29
521850	11/12/2015	N	AM-TEC TOTAL SECURITY INC	15-03377C CONTRACT SERVICES	2,499.95
521851	11/12/2015	N	AQUILUS ENTERPRISES INC	15-03369 STRATEGIC PLANNING SERVICES	4,000.00
521852	11/12/2015	N	BESST INC	WELL 11A INVESTIGATIVE AND DIAGNOSTIC SI	4,920.00
521853	11/12/2015	N	MARK BURTON	REIMBURSEMENT-TRAVEL EXPENSE	66.25
521854	11/12/2015	N	CA WATER SERVICE COMPANY	WATER SERVICE	96.78
521855	11/12/2015	N	CAPITAL ONE NATIONAL ASSN	MISC SUPPLIES-COSTCO	1,407.38
521856	11/12/2015	N	GLENA S AND PETER CARROLL	UB REFUND	132.42
521857	11/12/2015	N	ANGELA CHAMPANGE	UB REFUND	202.81
521858	11/12/2015	N	CLE ELECTRIC INC	ON-CALL ELECTRICIAN	6,130.50
521859	11/12/2015	N	CLEANSTREET	LANDSCAPE SERVICES EXTRAS	4,017.88
521860	11/12/2015	N	CODE 5 GROUP LLC	CONTRACT SERVICES	900.00
521861	11/12/2015	N	CHRIS OR MELISSA COFFEY	UB REFUND	143.96
521862	11/12/2015	N	COMSTOCK CROSSER & ASSOC	UB REFUND	203.77
521863	11/12/2015	N	FRED CONKLING	UB REFUND	159.60
521864	11/12/2015	N	ANITA CORONADO	CITATION REFUND	53.00
521865	11/12/2015	N	LEAH CROOKSHANKS	ALARM SCHOOL REFUND	380.00
521866	11/12/2015	N	HANK CROSSETT	REIMBURSEMENT-TRAVEL EXPENSE	562.04
521867	11/12/2015	N	R CRAIG CROTTY	ARBORIST SERVICES	937.50
521868	11/12/2015	N	CROWN BLDG MAINTENANCE CO INC	JANITORIAL SERVICES EXTRAS	3,230.00
521869	11/12/2015	N	MICHELLE DARRINGER	REIMBURSEMENT-TRAVEL EXPENSE	143.50

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WR 11b

WARRANT BATCH NUMBER:

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
521870	11/12/2015	N	CHRISTINE J DAVIS	WEBSITE MAINTENANCE-MAYORS YOUTH COU	1,213.79
521871	11/12/2015	N	DOUGLAS DECASTRO	BANNERS, DECALS, SIGNAGE	283.40
521872	11/12/2015	N	JOE DELIA	POLYGRAPHS	200.00
521873	11/12/2015	N	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	5,934.00
521874	11/12/2015	N	EXPERIAN INFO SOLUTIONS INC	APPLICANT CREDIT CHECKS	77.71
521875	11/12/2015	N	ROBERT FIFIELD	UB REFUND	128.00
521876	11/12/2015	N	FIRST CALL STAFFING INC	TEMPORARY EMPLOYEE SERVICES	900.00
521877	11/12/2015	N	GARDA CL WEST INC	ARMORED SERVICES	502.64
521878	11/12/2015	N	WATSON GEOFF	REFUND RIGHT OF WAY DEPOSIT	496.00
521879	11/12/2015	N	SHEILA GERAMI	ALARM SCHOOL REFUND	290.00
521880	11/12/2015	N	JAMES GOSS	ALARM SCHOOL REFUND	290.00
521881	11/12/2015	N	GRANICUS	MONTHLY MANAGED SERVICE	200.00
521882	11/12/2015	N	CYRUS HADIDI	ALARM SCHOOL REFUND	380.00
521883	11/12/2015	N	JACQUELINE HARRIS	REIMBURSEMENT-TRAVEL EXPENSE	226.34
521884	11/12/2015	N	HOME DEPOT CREDIT SERVICES	BUILDING SUPPLIES	941.02
521885	11/12/2015	N	AMY HOWORTH	REIMBURSEMENT-TRAVEL EXPENSE	125.61
521886	11/12/2015	N	IAPMO	MEMBERSHIP & DUES	200.00
521887	11/12/2015	N	KEITH IKUMI	CITATION REFUND	53.00
521888	11/12/2015	N	INCONTACT INC	LONG DISTANCE SERVICE	455.93
521889	11/12/2015	N	INTERNAP NETWORK SERVICES CORP	INTERNET SERVICES PROVIDER CONTRACT	15,714.38
521890	11/12/2015	N	INTERNATIONAL CODE COUNCIL INC	ICC MEMBERSHIP DUES	135.00
521891	11/12/2015	N	JOAN STEIN JENKINS	PROSECUTION SERVICES	6,760.80

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WR 11b

WARRANT BATCH NUMBER:

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
521892	11/12/2015	N	JPMORGAN CHASE BANK NATL ASSC	MONTHLY LEASE-SEWER TRUCK	16,488.30
521893	11/12/2015	N	MICHAEL KANDELL	UB REFUND	101.53
521894	11/12/2015	N	KING FENCE INC	FENCE RENTAL	30.00
521895	11/12/2015	N	DAVE KNAPP	UB REFUND	771.05
521896	11/12/2015	N	ANZE OR INES KOPITAR	UB REFUND	61.58
521897	11/12/2015	N	L A COUNTY ASSESSOR	PARCEL MAP	8.00
521898	11/12/2015	N	ROSEMARY A LACKOW	RECORDING SERVICES	51.75
521899	11/12/2015	N	DAVID LESSER	REIMBURSEMENT-TRAVEL EXPENSE	167.91
521900	11/12/2015	N	AMY LEVIN	UB REFUND	337.30
521901	11/12/2015	N	LOGIX SECURITY INC	SECURITY MONITORING	90.00
521902	11/12/2015	N	JENNIFER OR CHRISTOPHER LOPEZ	UB REFUND	10.84
521903	11/12/2015	N	M B WATER DEPARTMENT	MONTHLY WATER CHARGES	18,545.57
521904	11/12/2015	N	CAMERON MANBEIAN	UB REFUND	159.60
521905	11/12/2015	N	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	5,369.20
521906	11/12/2015	N	WILLIAM MEADE	ALARM SCHOOL REFUND	290.00
521907	11/12/2015	N	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE SERVICES EXTRAS	73,702.42
521908	11/12/2015	N	MIHM INC	15-03378C CONTRACT SERVICES	650.00
521909	11/12/2015	N	COURTNEY MONTPAS	CITATION REFUND	53.00
521910	11/12/2015	N	GREG MORGAN	UB REFUND	120.75
521911	11/12/2015	N	DAVE MUCKLEY	ALARM SCHOOL REFUND	285.00
521912	11/12/2015	N	JOSEPHINE MUELLER	UB REFUND	160.69
521913	11/12/2015	N	MICHAEL MURPHY	SATETY WORK BOOTS	260.00

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WR 11b

WARRANT BATCH NUMBER:

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
521914	11/12/2015	N	MUTUAL LIQUID GAS & EQUIP	LIQUID GAS & EQUIPMENT	378.04
521915	11/12/2015	N	CHARLES NADER	ALARM SCHOOL REFUND	290.00
521916	11/12/2015	N	CINDY L NESS	CONTRACT SERVICES	336.00
521917	11/12/2015	N	NEXTEL OF CALIFORNIA INC	MOBILE COMMUNICATIONS	156.21
521918	11/12/2015	N	ANNA O BRIEN	CITATION REFUND	53.00
521919	11/12/2015	N	PALP INC	DOWNTOWN CROSSWALK & SLURRY	211,052.00
521920	11/12/2015	N	PASHAMALAINEN TRUST	UB REFUND	117.81
521921	11/12/2015	N	PAWS A WHILE INC	UB REFUND	73.99
521922	11/12/2015	N	LAUREN PEREZ	ALARM SCHOOL REFUND	290.00
521923	11/12/2015	N	CHARLES POH	UB REFUND	115.20
521924	11/12/2015	N	PRIME ELECTRO SALES	UB REFUND	270.50
521925	11/12/2015	N	PROGRESSIVE SOLUTIONS INC	REGISTRATION-PROGRESSIVE SOLUTIONS 2015	280.00
521926	11/12/2015	N	PRUDENTIAL OVERALL SUPPLY	UNIFORM RENTAL SERVICE	750.56
521927	11/12/2015	N	PSOMAS	ROSECRANS WIDENING-DESIGN	2,771.38
521928	11/12/2015	N	RED WING BRANDS OF AMERICA INC	SAFETY WORK BOOTS	261.57
521929	11/12/2015	N	MATHEW REISER	UB REFUND	491.52
521930	11/12/2015	N	RESCUE ROOTER	PLUMBING SERVICES	1,105.00
521931	11/12/2015	N	ROBERT HALF INTERNATIONAL INC	TEMPORARY EMPLOYEE SERVICES	1,491.60
521932	11/12/2015	N	S&J SUPPLY COMPANY INC	JONES FIRE HYDRANTS	18,149.42
521933	11/12/2015	N	MARK SABATINO	UB REFUND	144.35
521934	11/12/2015	N	SALC LLC	UB REFUND	171.92
521935	11/12/2015	N	DAVE SCHEUCH	RECRUITMENT REIMBURSEMENT	1,772.40

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WR 11b

WARRANT BATCH NUMBER:

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
521936	11/12/2015	N	SUSAN SKORNIA	ALARM SCHOOL REFUND	190.00
521937	11/12/2015	N	SMART SOURCE OF CALIFORNIA LLC	PRINTING AND DIRECT MAILING SERVICES	142.21
521938	11/12/2015	N	SO CA CRIME AND INT ANALYST	MEMBERSHIPS & DUES	45.00
521939	11/12/2015	N	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	87,024.58
521940	11/12/2015	N	SPCA LA	ANIMAL SHELTERING SERVICES	550.00
521941	11/12/2015	N	SPRINT SOLUTIONS INC	MOBILE COMMUNICATIONS	37.99
521942	11/12/2015	N	DAMIAN STEVENS	ALARM SCHOOL REFUND	190.00
521943	11/12/2015	N	SULLY MILLER CONTRACTING CO	ASPHALT/EMULSION	1,140.60
521944	11/12/2015	N	SURF CONCEPTS INC	ALARM SCHOOL REFUND	190.00
521945	11/12/2015	N	JERRY TAIN	ALARM SCHOOL REFUND	190.00
521946	11/12/2015	N	THE GAS COMPANY	MONTHLY GAS CHARGES	3,383.42
521947	11/12/2015	N	TANIA THIELE	REFUND RIGHT OF WAY DEPOSIT	496.00
521948	11/12/2015	N	STEVEN TILLMAN	FINGERPRINT IDENTIFICATION	300.00
521949	11/12/2015	N	TIME WARNER CABLE INC	5-YEAR FIBER OPTIC MAINTENANCE AGREEME	19,355.00
521950	11/12/2015	N	DEBBIE TRAN	ALARM SCHOOL REFUND	285.00
521951	11/12/2015	N	UNITED PARCEL SERVICE	DELIVERY SERVICE	208.12
521952	11/12/2015	N	UNITED SITE SVCS OF CA INC	PORTABLE RESTROOMS/FENCING	147.16
521953	11/12/2015	N	LORRAINE VALENZUELA	REIMBURSEMENT-TRAVEL EXPENSE	56.00
521954	11/12/2015	N	VERIZON CALIFORNIA INC	CABLE SERVICE	9,848.01
521955	11/12/2015	N	WALTERS WHOLESAL E ELECTRIC CO	ELECTRICAL SUPPLIES	2,251.86
521956	11/12/2015	N	SHANNON WARD	UB REFUND	13.07
521957	11/12/2015	N	SANDRA WEITZ	ALARM SCHOOL REFUND	290.00

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WARRANT BATCH NUMBER: **WT 11b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
521958	11/12/2015	N	MATT WILKINSON	ALARM SCHOOL REFUND	290.00
521959	11/12/2015	N	ALFRED WILNER	ALARM SCHOOL REFUND	190.00
521960	11/12/2015	N	XEROX CORPORATION	MULTI MACHINES LEASE & BASE BUSINESS PR	7,439.05
521961	11/12/2015	N	ZUMAR INDUSTRIES INC	TRAFFIC SAFETY SIGNS	3,525.06
521962	11/12/2015	N	PAUL ZUMWAH	UB REFUND	126.83
SUBTOTAL					588,039.17
COMBINED TOTAL					588,039.17

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

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

WARRANT BATCH NUMBER:

WR 11b

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
521849	11/12/2015	N	ALL CITY MANAGEMENT SVCS	CROSSING GUARD SERVICES FIRST AMENDME	25,652.29
521851	11/12/2015	N	AQUILUS ENTERPRISES INC	15-03369 STRATEGIC PLANNING SERVICES	4,000.00
521852	11/12/2015	N	BESST INC	WELL 11A INVESTIGATIVE AND DIAGNOSTIC SI	4,920.00
521858	11/12/2015	N	CLE ELECTRIC INC	ON-CALL ELECTRICIAN	6,130.50
521859	11/12/2015	N	CLEANSTREET	LANDSCAPE SERVICES EXTRAS	4,017.88
521868	11/12/2015	N	CROWN BLDG MAINTENANCE CO INC	JANITORIAL SERVICES EXTRAS	3,230.00
521873	11/12/2015	N	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	5,934.00
521889	11/12/2015	N	INTERNAP NETWORK SERVICES CORP	INTERNET SERVICES PROVIDER CONTRACT	15,714.38
521891	11/12/2015	N	JOAN STEIN JENKINS	PROSECUTION SERVICES	6,760.80
521892	11/12/2015	N	JPMORGAN CHASE BANK NATL ASSC	MONTHLY LEASE-SEWER TRUCK	16,488.30
521903	11/12/2015	N	M B WATER DEPARTMENT	MONTHLY WATER CHARGES	18,545.57
521905	11/12/2015	N	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	5,369.20
521907	11/12/2015	N	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE SERVICES EXTRAS	73,702.42
521919	11/12/2015	N	PALP INC	DOWNTOWN CROSSWALK & SLURRY	211,052.00
521927	11/12/2015	N	PSOMAS	ROSECRANS WIDENING-DESIGN	2,771.38
521932	11/12/2015	N	S&J SUPPLY COMPANY INC	JONES FIRE HYDRANTS	18,149.42
521939	11/12/2015	N	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	87,024.58
521946	11/12/2015	N	THE GAS COMPANY	MONTHLY GAS CHARGES	3,383.42
521949	11/12/2015	N	TIME WARNER CABLE INC	5-YEAR FIBER OPTIC MAINTENANCE AGREEMI	19,355.00
521954	11/12/2015	N	VERIZON CALIFORNIA INC	CABLE SERVICE	9,848.01
521960	11/12/2015	N	XEROX CORPORATION	MULTI MACHINES LEASE & BASE BUSINESS PR	7,439.05
521961	11/12/2015	N	ZUMAR INDUSTRIES INC	TRAFFIC SAFETY SIGNS	3,525.06
SUBTOTAL					553,013.26

WARRANT BATCH NUMBER:

WR 11b

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

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
COMBINED TOTAL					553,013.26

PAYMENT LEGEND:

- T = Wire Transfers
- N = System Printed Checks
- H = Hand Written Checks

Report of Warrant Disbursements
 wr 11b

Fund	Description	Amount
200	General	209,196.89
201	Street Light	5,429.40
210	Asset Forfeiture	5,056.21
220	Grant	2,771.38
401	Capital Improvements	212,450.52
501	Water	52,303.64
502	Storm	2,288.94
503	Waste Water	1,907.71
510	Refuse	6.30
520	Parking	11,589.95
521	County Parking Lot	1,841.82
522	State Pier Lots	3,769.40
601	Insurance	5,988.13
605	Information Services	35,069.38
610	Vehicle Fleet	18,404.81
615	Building Maintenance	19,964.69
		<u>588,039.17</u>
		<u><u>588,039.17</u></u>

Bank code: union

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
520587	08/27/2015	33580 AC MARTIN PARTNERS INC	V	11/13/2015	0078820	08/18/2015	2,900.00	
			V	11/13/2015	0078756	07/20/2015	1,837.50	
			V	11/13/2015	0078716	06/15/2015	987.64	
			V	11/13/2015	0078757	07/20/2015	229.87	5,955.01
union Total:							5,955.01	

1 checks in this report

Total Checks: 5,955.01

Report of P-Card Transactions

Account Date	Department Management Services	Amount
100-11-011-5204	Conferences & Meetings	
10/26/2015	HILTON SAN JOSE	715.98
10/26/2015	HYATT HOTELS SEATTLE	-300.25
10/26/2015	LEAGUE OF CALIFORNIA CIT	550.00
10/26/2015	THE WESTIN	882.82
100-11-011-5204	Conferences & Meetings	1,848.55
100-11-011-5205	Training	
10/26/2015	COFFEE BEAN STORE	139.90
10/26/2015	JERSEY MIKES SUBS#20033	372.60
10/26/2015	OFFICE DEPOT #2740	139.15
100-11-011-5205	Training	651.65
100-11-011-5207	Advertising	
10/26/2015	SMARTSOURCE OF CALIF	207.10
100-11-011-5207	Advertising	207.10
100-11-011-5217	Departmental Supplies	
10/26/2015	FRESH BROTHERS	179.95
10/26/2015	RALPHS #0166	21.54
10/26/2015	SUN BADGE COMPANY	2,046.50
10/26/2015	THAI DISHES	76.98
100-11-011-5217	Departmental Supplies	2,324.97
100-11-021-5101	Contract Services	
10/26/2015	HOTEL 1000	50.95
100-11-021-5101	Contract Services	50.95
100-11-021-5201	Office Supplies	
10/26/2015	HOLMESSTAMP	24.95
10/26/2015	OFFICE DEPOT #5125	13.55
10/26/2015	OFFICE DEPOT #5125	149.11
10/26/2015	OFFICE DEPOT #5125	198.96
10/26/2015	OFFICE DEPOT #5125	-26.69
10/26/2015	OFFICE DEPOT #5125	28.33
10/26/2015	OFFICE DEPOT #5125	34.44
10/26/2015	OFFICE DEPOT #5125	41.87
10/26/2015	OFFICE DEPOT #5125	54.83
10/26/2015	OFFICE DEPOT #5125	59.10
10/26/2015	OFFICE DEPOT #5125	90.23
100-11-021-5201	Office Supplies	668.68

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 10b, dated 11/05/2015; Check number 521831.

Report of P-Card Transactions

Account Date	Department Management Services	Amount
100-11-021-5203	Reference Books & Periodicals	
10/26/2015	APL* ITUNES.COM/BILL	22.99
100-11-021-5203	Reference Books & Periodicals	<u>22.99</u>
100-11-021-5204	Conferences & Meetings	
10/26/2015	ALASKA AIR 0272179032475	25.00
10/26/2015	BELL CAB MANAGEMENT	31.26
10/26/2015	FAR WEST TAXI	13.60
10/26/2015	HYATT HOTELS SEATTLE	-300.25
10/26/2015	ICMA	35.00
10/26/2015	INFLIGHT WI-FI - LTV	7.98
10/26/2015	LA CHECKER CAB	23.19
10/26/2015	MARRIOTT 33711 NEWPORT B.	203.10
10/26/2015	MARRIOTT 337Z4 SAN JOSE	441.92
10/26/2015	ORANGE CAB COMPANY	51.70
10/26/2015	ORANGE CAB COMPANY	8.90
10/26/2015	SOUTHWES 5262145887943	154.00
10/26/2015	SQ *AIRPORT Y/C CAB# 176	15.00
10/26/2015	SQ *ALL STAR CAB	20.22
10/26/2015	SQ *BLACKCAR EXPRESS	9.54
10/26/2015	SQ *FIFTH AVENUE LIMO SER	10.00
10/26/2015	SQ *FLAT RATE 2170	15.00
10/26/2015	SQ *KENI'S TAXI	7.00
10/26/2015	SQ *OMAR OSMAN	16.80
10/26/2015	SQ *YELLOW/CHECKER CAB CO	25.12
10/26/2015	THE FAIRMONT HTL SAN JOSE	516.84
10/26/2015	TRAVELOCITY.COM	341.00
10/26/2015	UBER TECHNOLOGIES INC	7.99
10/26/2015	UNITED 0162927935784	19.99
10/26/2015	WAS TAXI 2335	17.50
10/26/2015	WESTIN SEATTLE	1,011.28
10/26/2015	YELLOW CARD SERVICES INC	10.80
10/26/2015	YELLOW CARD SERVICES INC	11.90
10/26/2015	YELLOW CARD SERVICES INC	53.50
10/26/2015	YELLOW CARD SERVICES INC	8.90
10/26/2015	YELLOW CARD SERVICES INC	8.90
10/26/2015	YELLOW CARD SERVICES INC	9.80
10/26/2015	GOGOAIR.COM	-31.00
10/26/2015	GOGOAIR.COM	49.95
10/26/2015	HOTEL 1000	1,325.66
10/26/2015	HOTEL GEORGE	-433.96
100-11-021-5204	Conferences & Meetings	<u>3,743.13</u>

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Report of P-Card Transactions

Account Date	Department Management Services	Amount
100-11-021-5205	Training	
10/26/2015	DRI*NEXTDAYFLYERS	82.79
10/26/2015	MANHATTAN COUNTRY CLUB	1,341.26
10/26/2015	MANHATTAN COUNTRY CLUB	170.21
10/26/2015	MARRIOTT 337W6 MB	186.45
10/26/2015	OFFICE DEPOT #878	40.54
100-11-021-5205	Training	<u>1,821.25</u>
100-11-021-5217	Departmental Supplies	
10/26/2015	APL* ITUNES.COM/BILL	0.99
10/26/2015	APL* ITUNES.COM/BILL	5.99
10/26/2015	APL* ITUNES.COM/BILL	9.99
10/26/2015	CORNER BAKERY	266.00
10/26/2015	DMI* DELL K-12/GOVT	283.38
10/26/2015	GRILL CONCEPTS - S	452.90
10/26/2015	HERTZ RENT-A-CAR	102.20
10/26/2015	HOTEL 1000	85.00
10/26/2015	LE PAIN QUOTIDIEN	31.71
10/26/2015	MARRIOTT 337W6 MB	18.00
10/26/2015	ORIGINAL JOES	206.39
10/26/2015	PAPYRUS #2222	14.12
10/26/2015	SQ *MARK JOHNSON	525.00
10/26/2015	SWA INFLIGHT WIFI	8.00
10/26/2015	THE FARMERS UNION	101.18
10/26/2015	THE KETTLE	37.56
10/26/2015	THE KETTLE	65.21
10/26/2015	UBER TECHNOLOGIES INC	7.03
100-11-021-5217	Departmental Supplies	<u>2,220.65</u>
100-11-041-5101	Contract Services	
10/26/2015	THE SUTTA COMPANY	3.75
100-11-041-5101	Contract Services	<u>3.75</u>
100-11-041-5217	Departmental Supplies	
10/26/2015	FRESH BROTHERS	61.35
100-11-041-5217	Departmental Supplies	<u>61.35</u>
11	Management Services	<u><u>13,625.02</u></u>

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Report of P-Card Transactions

Account Date	Department Finance	Amount
100-12-011-5101	Contract Services	
10/26/2015	THE SUTTA COMPANY	3.75
100-12-011-5101	Contract Services	<u>3.75</u>
100-12-011-5201	Office Supplies	
10/26/2015	DISCOUNT OFFICE ITEMS	110.51
10/26/2015	DISCOUNT OFFICE ITEMS	-30.49
10/26/2015	OFFICE DEPOT #1165	25.06
10/26/2015	OFFICE DEPOT #5125	12.31
10/26/2015	OFFICE DEPOT #5125	121.42
10/26/2015	OFFICE DEPOT #5125	166.76
10/26/2015	OFFICE DEPOT #5125	166.94
10/26/2015	OFFICE DEPOT #5125	64.74
10/26/2015	OFFICE DEPOT #5125	75.05
100-12-011-5201	Office Supplies	<u>712.30</u>
100-12-021-5205	Training	
10/26/2015	GOVERNMENT FINANCE	150.00
100-12-021-5205	Training	<u>150.00</u>
100-12-031-5205	Training	
10/26/2015	ONLC TRAINING CENTERS	896.00
100-12-031-5205	Training	<u>896.00</u>
100-12-032-5204	Conferences & Meetings	
10/26/2015	SQ *CMRTA	30.00
100-12-032-5204	Conferences & Meetings	<u>30.00</u>
615-12-042-5101	Contract Services	
10/26/2015	GOURMETCOFFEESERVICE,INC	1,350.85
10/26/2015	GOURMETCOFFEESERVICE,INC	64.95
10/26/2015	DS SERVICES STANDARD COFF	784.00
10/26/2015	PITNEY BOWES PI	272.57
10/26/2015	SUPERIOR PLANT SCAPES	247.00
615-12-042-5101	Contract Services	<u>2,719.37</u>
615-12-042-5211	Automotive Parts	
10/26/2015	COMPLETES 310-703-5700	301.51
10/26/2015	EDDINGS 0026741	60.45
615-12-042-5211	Automotive Parts	<u>361.96</u>

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Report of P-Card Transactions

Account Date	Department Finance	Amount
615-12-042-5222	Warehouse Inventory Purchases	
10/26/2015	CVS/PHARMACY #09496	34.40
10/26/2015	MORTON SAFETY CO	292.99
10/26/2015	OFFICE DEPOT #5125	333.91
10/26/2015	OFFICE DEPOT #5125	60.76
10/26/2015	SUPPLYWORKS	1,066.94
10/26/2015	SUPPLYWORKS	818.68
10/26/2015	WAXIE SANITARY SUPPLY	147.02
10/26/2015	WAXIE SANITARY SUPPLY	839.58
10/26/2015	WW GRAINGER	182.02
10/26/2015	WW GRAINGER	602.45
615-12-042-5222	Warehouse Inventory Purchases	<hr/> 4,378.75
12	Finance	<hr/> <hr/> 9,252.13

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Report of P-Card Transactions

Account Date	Department Human Resources	Amount
100-13-011-5101	Contract Services	
10/26/2015	THE SUTTA COMPANY	3.75
100-13-011-5101	Contract Services	<u>3.75</u>
100-13-011-5104	Computer Contract Services	
10/26/2015	NEOGOV	1,530.00
100-13-011-5104	Computer Contract Services	<u>1,530.00</u>
100-13-011-5201	Office Supplies	
10/26/2015	OFFICE DEPOT #5101	22.33
10/26/2015	OFFICE DEPOT #5125	123.62
10/26/2015	OFFICE DEPOT #5125	134.35
10/26/2015	OFFICE DEPOT #5125	14.16
10/26/2015	OFFICE DEPOT #5125	284.48
10/26/2015	OFFICE DEPOT #5125	77.05
100-13-011-5201	Office Supplies	<u>655.99</u>
100-13-011-5202	Memberships & Dues	
10/26/2015	INTERNATIONAL PUBLIC MANA	166.00
100-13-011-5202	Memberships & Dues	<u>166.00</u>
100-13-011-5214	Employee Awards & Events	
10/26/2015	AWARDS NETWORK	100.00
10/26/2015	AWARDS NETWORK	100.00
10/26/2015	AWARDS NETWORK	25.00
10/26/2015	AWARDS NETWORK	48.32
10/26/2015	AWARDS NETWORK	75.00
10/26/2015	AWARDS NETWORK	75.00
10/26/2015	AWARDS NETWORK	75.00
100-13-011-5214	Employee Awards & Events	<u>498.32</u>
100-13-011-5218	Recruitment Costs	
10/26/2015	AMERICAN PUBLIC WORKS	295.00
10/26/2015	NEOGOV	525.00
10/26/2015	NICKCO MANHATTAN BEACH	120.64
100-13-011-5218	Recruitment Costs	<u>940.64</u>
601-13-021-5101	Contract Services	
10/26/2015	BRISTOL FARMS # 03	38.53
10/26/2015	ROCKEFELLER MANHATTAN	25.00
10/26/2015	SUBWAY 00999912	102.00

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Report of P-Card Transactions

Account Date	Department Human Resources	Amount
601-13-021-5101	Contract Services	<u>165.53</u>
601-13-021-5205	Training	
10/26/2015	TIN ROOF BISTRO	94.84
601-13-021-5205	Training	<u>94.84</u>
13	Human Resources	<u><u>4,055.07</u></u>

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Report of P-Card Transactions

Account Date	Department Police	Amount
100-15-011-5101	Contract Services	
10/26/2015	DTV*DIRECTV SERVICE	92.97
100-15-011-5101	Contract Services	<u>92.97</u>
100-15-011-5104	Computer Contract Services	
10/26/2015	LOCATEPLUS	104.95
100-15-011-5104	Computer Contract Services	<u>104.95</u>
100-15-011-5201	Office Supplies	
10/26/2015	OFFICE DEPOT #1105	7.41
10/26/2015	OFFICE DEPOT #1214	10.79
10/26/2015	OFFICE DEPOT #1214	16.34
10/26/2015	OFFICE DEPOT #1214	25.06
10/26/2015	OFFICE DEPOT #5125	1.85
10/26/2015	OFFICE DEPOT #5125	15.58
10/26/2015	OFFICE DEPOT #5125	152.28
10/26/2015	OFFICE DEPOT #5125	181.79
10/26/2015	OFFICE DEPOT #5125	210.83
10/26/2015	OFFICE DEPOT #5125	318.08
10/26/2015	OFFICE DEPOT #5125	378.81
10/26/2015	OFFICE DEPOT #5125	44.06
10/26/2015	OFFICE DEPOT #5125	460.15
10/26/2015	OFFICE DEPOT #5125	53.40
10/26/2015	OFFICE DEPOT #5125	55.75
10/26/2015	OFFICE DEPOT #5125	55.75
10/26/2015	OFFICE DEPOT #5125	56.25
10/26/2015	OFFICE DEPOT #5125	57.77
10/26/2015	OFFICE DEPOT #5125	66.95
10/26/2015	OFFICE DEPOT #5125	70.42
10/26/2015	OFFICE DEPOT #5125	71.93
10/26/2015	OFFICE DEPOT #5125	800.50
10/26/2015	OFFICE DEPOT #5125	89.70
100-15-011-5201	Office Supplies	<u>3,201.45</u>
100-15-011-5204	Conferences & Meetings	
10/26/2015	NOAH'S-ONLINE CATERING	14.99
10/26/2015	NOAH'S-ONLINE CATERING	148.13
10/26/2015	THE BEST DONUTS	15.99
10/26/2015	VIATOR TOURS AND ATTRACT	39.25
10/26/2015	VONS STORE00022756	32.20
100-15-011-5204	Conferences & Meetings	<u>250.56</u>

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Report of P-Card Transactions

Account Date	Department Police	Amount
100-15-011-5205	Training	
10/26/2015	DOUBLETREE MONROVIA	283.92
100-15-011-5205	Training	<hr/> 283.92
100-15-011-5217	Departmental Supplies	
10/26/2015	AT&T S818 5710	38.15
100-15-011-5217	Departmental Supplies	<hr/> 38.15
100-15-021-5101	Contract Services	
10/26/2015	METRO EXPRESS LANES	40.00
10/26/2015	ROYAL AUTO DETAIL LLC	225.00
100-15-021-5101	Contract Services	<hr/> 265.00
100-15-021-5217	Departmental Supplies	
10/26/2015	SMARTNFINAL52910305290	69.73
10/26/2015	VALENTINOS PIZZA - MAN	128.18
10/26/2015	VONS STORE00022756	37.93
100-15-021-5217	Departmental Supplies	<hr/> 235.84
100-15-031-5101	Contract Services	
10/26/2015	LEXISNEXIS RISK DAT	442.07
100-15-031-5101	Contract Services	<hr/> 442.07
100-15-031-5217	Departmental Supplies	
10/26/2015	ADORAMA INC	1.00
10/26/2015	ADORAMA INC	105.43
10/26/2015	BODETECH	317.16
10/26/2015	FRY'S ELECTRONICS #5	11.45
100-15-031-5217	Departmental Supplies	<hr/> 435.04
100-15-041-5101	Contract Services	
10/26/2015	OFFICE DEPOT #5125	911.68
10/26/2015	THE SUTTA COMPANY	37.75
100-15-041-5101	Contract Services	<hr/> 949.43
100-15-041-5206	Uniforms/Safety Equipment	
10/26/2015	WESTWAY UNIFORMS INC	416.06
100-15-041-5206	Uniforms/Safety Equipment	<hr/> 416.06
100-15-041-5217	Departmental Supplies	

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Report of P-Card Transactions

Account Date	Department Police	Amount
10/26/2015	COPQUEST INC	90.09
10/26/2015	NOAH'S-ONLINE CATERING	30.98
10/26/2015	OFFICE DEPOT #5125	651.80
100-15-041-5217	Departmental Supplies	772.87
100-15-051-5101	Contract Services	
10/26/2015	PATTERSON CLEANERS PHOTO	90.00
100-15-051-5101	Contract Services	90.00
100-15-051-5217	Departmental Supplies	
10/26/2015	SMARTNFINAL52910305290	22.98
10/26/2015	VONS STORE00016238	15.96
10/26/2015	VONS STORE00022756	8.70
100-15-051-5217	Departmental Supplies	47.64
100-15-061-5101	Contract Services	
10/26/2015	ROYAL AUTO DETAIL LLC	50.00
100-15-061-5101	Contract Services	50.00
100-15-061-5206	Uniforms/Safety Equipment	
10/26/2015	SPYDER BOARDS	68.67
10/26/2015	SPYDER BOARDS	72.49
10/26/2015	WESTWAY UNIFORMS INC	189.58
10/26/2015	WESTWAY UNIFORMS INC	261.39
100-15-061-5206	Uniforms/Safety Equipment	592.13
100-15-071-5101	Contract Services	
10/26/2015	A STAR SERVICES	-105.00
10/26/2015	A STAR SERVICES	660.00
10/26/2015	APPLIANCE REPAIR	105.00
10/26/2015	MISSION LINEN	359.76
100-15-071-5101	Contract Services	1,019.76
100-15-081-5206	Uniforms/Safety Equipment	
10/26/2015	WESTWAY UNIFORMS INC	340.36
100-15-081-5206	Uniforms/Safety Equipment	340.36
210-15-203-5205	Training	
10/26/2015	POLICE EXECUTIVE RESEARCH	250.00
210-15-203-5205	Training	250.00

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Report of P-Card Transactions

Account Date	Department Police	Amount
15	Police	<u>9,878.20</u>

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Report of P-Card Transactions

Account Date	Department Fire	Amount
100-16-011-5101	Contract Services	
10/26/2015	THE SUTTA COMPANY	5.00
100-16-011-5101	Contract Services	5.00
100-16-011-5201	Office Supplies	
10/26/2015	OFFICE DEPOT #5125	342.50
100-16-011-5201	Office Supplies	342.50
100-16-011-5203	Reference Books & Periodicals	
10/26/2015	BARNES&NOBLE.COM-BN	47.57
100-16-011-5203	Reference Books & Periodicals	47.57
100-16-011-5204	Conferences & Meetings	
10/26/2015	DELTA AIR 0068279214711	25.00
10/26/2015	DELTA AIR BAGGAGE FEE	25.00
10/26/2015	LAX AIRPORT LOT P 6	90.00
10/26/2015	THE FAIRMONT HTL SAN JOSE	414.36
100-16-011-5204	Conferences & Meetings	554.36
100-16-011-5214	Employee Awards & Events	
10/26/2015	AARON BROTHERS312	21.80
10/26/2015	RALPHS #0088	12.81
10/26/2015	SMARTNFINAL45810304582	92.62
10/26/2015	TROPHYKITS	5.50
10/26/2015	TROPHYKITS	50.30
100-16-011-5214	Employee Awards & Events	183.03
100-16-021-5204	Conferences & Meetings	
10/26/2015	NOAH'S BAGELS #2546	55.65
100-16-021-5204	Conferences & Meetings	55.65
100-16-031-5203	Reference Books & Periodicals	
10/26/2015	FIRE PROTECTION PUB-WEB	60.35
100-16-031-5203	Reference Books & Periodicals	60.35
100-16-031-5205	Training	
10/26/2015	NOAH'S BAGELS #2546	26.98
10/26/2015	PEET'S #03903	42.00
10/26/2015	RALPHS #0088	6.54
10/26/2015	SAFeway STORE00022731	8.70
10/26/2015	SOUTHWES 5262147716744	234.00

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Report of P-Card Transactions

Account Date	Department Fire	Amount
10/26/2015	SOUTHWES 5262147716745	234.00
100-16-031-5205	Training	<hr/> 552.22
100-16-031-5206	Uniforms/Safety Equipment	
10/26/2015	ALLSTAR FIRE EQUIPMENT	2,057.10
10/26/2015	BEST WESTERN HOTELS	443.52
10/26/2015	DE WILLIAMS SHIELDS	28.60
10/26/2015	KEYSTONE UNIFORMS OC	247.23
10/26/2015	KEYSTONE UNIFORMS OC	443.77
10/26/2015	LINEGEAR FIRE RESCUE	230.60
10/26/2015	ALLSTAR FIRE EQUIPMENT	1,228.43
100-16-031-5206	Uniforms/Safety Equipment	<hr/> 4,679.25
100-16-031-5217	Departmental Supplies	
10/26/2015	AARON BROTHERS269	30.47
10/26/2015	AARON BROTHERS269	72.99
10/26/2015	AARON BROTHERS312	16.98
10/26/2015	AARON BROTHERS312	72.99
10/26/2015	APPLE STORE #R122	31.61
10/26/2015	AT&T S849 5708	49.05
10/26/2015	FOODSERVICEWAREHOUSEC	767.32
10/26/2015	LN CURTIS & SONS	2,464.00
100-16-031-5217	Departmental Supplies	<hr/> 3,505.41
100-16-041-5101	Contract Services	
10/26/2015	EMSP 0312	200.00
100-16-041-5101	Contract Services	<hr/> 200.00
100-16-041-5217	Departmental Supplies	
10/26/2015	APL* ITUNES.COM/BILL	5.99
10/26/2015	BOUND TREE MEDICAL LLC	12.12
10/26/2015	BOUND TREE MEDICAL LLC	1,810.19
10/26/2015	BOUND TREE MEDICAL LLC	224.52
10/26/2015	BOUND TREE MEDICAL LLC	274.74
10/26/2015	DXE MEDICAL INC	109.01
100-16-041-5217	Departmental Supplies	<hr/> 2,436.57
100-16-052-5217	Departmental Supplies	
10/26/2015	FRESH BROTHERS	286.14
100-16-052-5217	Departmental Supplies	<hr/> 286.14
100-16-054-5205	Training	

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 10b, dated 11/05/2015; Check number 521831.

Report of P-Card Transactions

Account Date	Department Fire	Amount
10/26/2015	FRESH BROTHERS	189.17
10/26/2015	VONS STORE00022756	65.24
100-16-054-5205	Training	<u>254.41</u>
100-16-056-5217	Departmental Supplies	
10/26/2015	SQ *ENRIQUETA JIMEN	244.98
100-16-056-5217	Departmental Supplies	<u>244.98</u>
16	Fire	<u>13,407.44</u>

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 10b, dated 11/05/2015; Check number 521831.

Report of P-Card Transactions

Account Date	Department Community Development	Amount
100-17-011-5101	Contract Services	
10/26/2015	DEKRA-LITE MOTO	4,500.00
100-17-011-5101	Contract Services	<u>4,500.00</u>
100-17-011-5201	Office Supplies	
10/26/2015	OFFICE DEPOT #1079	41.31
10/26/2015	OFFICE DEPOT #5125	-2.46
10/26/2015	OFFICE DEPOT #5125	210.99
10/26/2015	OFFICE DEPOT #5125	-27.24
10/26/2015	OFFICE DEPOT #5125	80.61
10/26/2015	OFFICE DEPOT #5125	85.42
100-17-011-5201	Office Supplies	<u>388.63</u>
100-17-011-5204	Conferences & Meetings	
10/26/2015	CITY NATIONAL PLAZA 2	37.00
100-17-011-5204	Conferences & Meetings	<u>37.00</u>
100-17-011-5205	Training	
10/26/2015	SKILLPATH SEMINARS MAIN	159.00
100-17-011-5205	Training	<u>159.00</u>
100-17-011-5208	Postage	
10/26/2015	USPS 05471802231805609	49.00
100-17-011-5208	Postage	<u>49.00</u>
100-17-011-5217	Departmental Supplies	
10/26/2015	MENDOCINO FARMS	199.85
10/26/2015	PARADISE AWARDS	45.02
10/26/2015	SUBWAY 03146693	50.00
10/26/2015	VONS STORE00022756	3.70
100-17-011-5217	Departmental Supplies	<u>298.57</u>
100-17-021-5205	Training	
10/26/2015	UCLA EXTENSION CASHIER	295.00
100-17-021-5205	Training	<u>295.00</u>
100-17-021-5225	Printing	
10/26/2015	SMARTSOURCE OF CALIF	44.69
100-17-021-5225	Printing	<u>44.69</u>

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Report of P-Card Transactions

Account Date	Department Community Development	Amount
100-17-022-5205	Training	
10/26/2015	UCLA EXTENSION CASHIER	295.00
10/26/2015	UCLA EXTENSION CASHIER	295.00
100-17-022-5205	Training	<u>590.00</u>
100-17-032-5205	Training	
10/26/2015	CALIFORNIA BUILDING OF	185.00
100-17-032-5205	Training	<u>185.00</u>
100-17-032-5225	Printing	
10/26/2015	SMARTSOURCE OF CALIF	403.67
10/26/2015	SMARTSOURCE OF CALIF	44.69
100-17-032-5225	Printing	<u>448.36</u>
100-17-041-5225	Printing	
10/26/2015	SMARTSOURCE OF CALIF	135.55
10/26/2015	SMARTSOURCE OF CALIF	89.38
100-17-041-5225	Printing	<u>224.93</u>
17	Community Development	<u><u>7,220.18</u></u>

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Report of P-Card Transactions

Account Date	Department Public Works	Amount
100-18-011-5201	Office Supplies	
10/26/2015	AMAZON.COM AMZN.COM/BILL	59.23
10/26/2015	OFFICE DEPOT #2740	8.47
10/26/2015	OFFICE DEPOT #2740	89.86
10/26/2015	OFFICE DEPOT #5125	142.29
10/26/2015	OFFICE DEPOT #5125	227.72
10/26/2015	OFFICE DEPOT #5125	30.50
10/26/2015	OFFICE DEPOT #5125	305.18
10/26/2015	OFFICE DEPOT #5125	5.07
10/26/2015	OFFICE DEPOT #5125	641.51
10/26/2015	OFFICE DEPOT #5125	65.75
10/26/2015	OFFICE DEPOT #5125	72.51
100-18-011-5201	Office Supplies	1,648.09
100-18-011-5204	Conferences & Meetings	
10/26/2015	AMERICAN PUBLIC WORKS	25.00
10/26/2015	BEACH/POF LOT PARKIN	12.00
10/26/2015	CITY NATIONAL PLAZA 2	37.00
10/26/2015	SKILLPATH NATIONAL	151.00
100-18-011-5204	Conferences & Meetings	225.00
100-18-011-5217	Departmental Supplies	
10/26/2015	IN *SCENTCO, INC	-22.18
10/26/2015	CONTAINERSTOREELSEGUND	143.84
10/26/2015	GREEN GIRL INC	1,719.12
10/26/2015	PAYPAL *INCONVENIEN	1,131.42
10/26/2015	PAYPAL EBAY MARKTPLC USD	8.67
10/26/2015	THE HOME DEPOT 620	57.16
100-18-011-5217	Departmental Supplies	3,038.03
100-18-011-5225	Printing	
10/26/2015	SMARTSOURCE OF CALIF	28.34
10/26/2015	SMARTSOURCE OF CALIF	28.34
100-18-011-5225	Printing	56.68
100-18-021-5217	Departmental Supplies	
10/26/2015	OFFICE DEPOT #5125	1,089.86
100-18-021-5217	Departmental Supplies	1,089.86
100-18-032-5101	Contract Services	
10/26/2015	USA MOBILITY WIRELE	1.96

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Report of P-Card Transactions

Account Date	Department Public Works	Amount
100-18-032-5101	Contract Services	<u>1.96</u>
100-18-032-5217	Departmental Supplies	
10/26/2015	PEPBOYS STORE 814	10.89
10/26/2015	SHAMROCK SUPPLY CO	255.22
10/26/2015	THE HOME DEPOT 620	141.09
10/26/2015	THE HOME DEPOT 620	150.38
10/26/2015	THE HOME DEPOT 620	196.57
10/26/2015	THE HOME DEPOT 620	205.52
10/26/2015	THE HOME DEPOT 620	263.21
10/26/2015	THE HOME DEPOT 620	264.03
10/26/2015	THE HOME DEPOT 620	38.11
10/26/2015	THE HOME DEPOT 620	94.69
100-18-032-5217	Departmental Supplies	<u>1,619.71</u>
100-18-034-5217	Departmental Supplies	
10/26/2015	MANERI SIGN CO	3,601.50
10/26/2015	ZUMAR IND INC - CA	3,525.06
100-18-034-5217	Departmental Supplies	<u>7,126.56</u>
100-18-042-5217	Departmental Supplies	
10/26/2015	AMAZON MKTPLACE PMTS	68.39
10/26/2015	CALIFORNIA FENCE&SUPPLY	136.25
10/26/2015	CALIFORNIA FENCE&SUPPLY	1,418.56
10/26/2015	MANERI SIGN CO	122.08
10/26/2015	MANERI SIGN CO	92.66
10/26/2015	MANERI SIGN CO	92.66
10/26/2015	THE HOME DEPOT 620	151.95
10/26/2015	THE HOME DEPOT 620	65.29
10/26/2015	THE HOME DEPOT 620	709.34
10/26/2015	THE HOME DEPOT 6611	53.28
100-18-042-5217	Departmental Supplies	<u>2,910.46</u>
501-18-221-5101	Contract Services	
10/26/2015	SMARTSOURCE OF CALIF	259.25
501-18-221-5101	Contract Services	<u>259.25</u>
501-18-231-5101	Contract Services	
10/26/2015	THERMOTRONICS	1,824.63
10/26/2015	USA MOBILITY WIRELE	4.89
501-18-231-5101	Contract Services	<u>1,829.52</u>

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Report of P-Card Transactions

Account Date	Department Public Works	Amount
501-18-231-5210	Computers, Supplies & Software	
10/26/2015	ADOBE *CREATIVE CLOUD	599.88
501-18-231-5210	Computers, Supplies & Software	<hr/> 599.88
501-18-231-5217	Departmental Supplies	
10/26/2015	TRIANGLE HARDWARE	60.77
10/26/2015	WATERLINE TECHNOLOGIES IN	19.97
501-18-231-5217	Departmental Supplies	<hr/> 80.74
501-18-241-5217	Departmental Supplies	
10/26/2015	WATERLINE TECHNOLOGIES IN	1,426.40
10/26/2015	WATERLINE TECHNOLOGIES IN	610.40
10/26/2015	WATERLINE TECHNOLOGIES IN	666.25
10/26/2015	WATERLINE TECHNOLOGIES IN	691.98
10/26/2015	WATERLINE TECHNOLOGIES IN	779.44
501-18-241-5217	Departmental Supplies	<hr/> 4,174.47
501-18-251-5101	Contract Services	
10/26/2015	PRES TECH	250.00
10/26/2015	USA MOBILITY WIRELE	1.96
501-18-251-5101	Contract Services	<hr/> 251.96
501-18-251-5205	Training	
10/26/2015	AWWA.ORG	234.00
501-18-251-5205	Training	<hr/> 234.00
501-18-251-5209	Tools & Minor Equipment	
10/26/2015	THE HOME DEPOT 620	306.09
10/26/2015	THE HOME DEPOT 620	582.78
10/26/2015	THE HOME DEPOT 620	68.91
501-18-251-5209	Tools & Minor Equipment	<hr/> 957.78
501-18-251-5217	Departmental Supplies	
10/26/2015	AMAZON MKTPLACE PMTS	128.94
10/26/2015	AMAZON MKTPLACE PMTS	61.66
10/26/2015	AMAZON MKTPLACE PMTS	9.56
10/26/2015	FERGUSON ENTERPRISES 2916	111.36
10/26/2015	FERGUSON ENTERPRISES 2916	144.08
10/26/2015	FERGUSON ENTERPRISES 2916	-36.42
10/26/2015	FERGUSON ENTERPRISES 2916	474.85
10/26/2015	JW DANVELO CO	1,852.73

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Report of P-Card Transactions

Account Date	Department Public Works	Amount
10/26/2015	PRES TECH	557.25
10/26/2015	THE HOME DEPOT 620	11.83
10/26/2015	THE HOME DEPOT 620	66.54
10/26/2015	USA BLUE BOOK	1,088.95
10/26/2015	USA BLUE BOOK	370.89
501-18-251-5217	Departmental Supplies	4,842.22
502-18-311-5217	Departmental Supplies	
10/26/2015	HOSE MAN,THE	1,978.58
502-18-311-5217	Departmental Supplies	1,978.58
503-18-321-5101	Contract Services	
10/26/2015	USA MOBILITY WIRELE	3.92
503-18-321-5101	Contract Services	3.92
503-18-321-5217	Departmental Supplies	
10/26/2015	THE HOME DEPOT 620	66.66
10/26/2015	WATERLINE TECHNOLOGIES IN	523.20
503-18-321-5217	Departmental Supplies	589.86
510-18-411-5217	Departmental Supplies	
10/26/2015	FUN EXPRESS	1,381.29
10/26/2015	THE HOME DEPOT 620	35.11
510-18-411-5217	Departmental Supplies	1,416.40
520-18-511-5101	Contract Services	
10/26/2015	USA MOBILITY WIRELE	1.96
520-18-511-5101	Contract Services	1.96
521-18-513-5217	Departmental Supplies	
10/26/2015	COMPX SECURITY PRODUCT	2,281.69
521-18-513-5217	Departmental Supplies	2,281.69
522-18-512-5101	Contract Services	
10/26/2015	PACIFIC TELEMAGEMENT	70.00
10/26/2015	PACIFIC TELEMAGEMENT	70.00
10/26/2015	PACIFIC TELEMAGEMENT	70.00
522-18-512-5101	Contract Services	210.00
610-18-611-5101	Contract Services	
10/26/2015	MATHESON-308	56.60

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Report of P-Card Transactions

Account Date	Department Public Works	Amount
610-18-611-5101	Contract Services	56.60
610-18-611-5217	Departmental Supplies	
10/26/2015	AMAZON MKTPLACE PMTS	14.50
10/26/2015	AW DIRECT	671.47
10/26/2015	BAY CITIES RADIATOR INC	-111.18
10/26/2015	BAY CITIES RADIATOR INC	111.18
10/26/2015	BOBCAT OF CERRITOS	54.50
10/26/2015	COMPLETES PLUS CPL	21.65
10/26/2015	DEL AMO MOTORSPORTS	66.70
10/26/2015	EDDINGS 0026741	-108.69
10/26/2015	EDDINGS 0026741	108.69
10/26/2015	EDDINGS 0026741	-11.05
10/26/2015	EDDINGS 0026741	11.64
10/26/2015	EDDINGS 0026741	11.95
10/26/2015	EDDINGS 0026741	129.30
10/26/2015	EDDINGS 0026741	129.86
10/26/2015	EDDINGS 0026741	130.43
10/26/2015	EDDINGS 0026741	14.21
10/26/2015	EDDINGS 0026741	14.58
10/26/2015	EDDINGS 0026741	23.72
10/26/2015	EDDINGS 0026741	252.97
10/26/2015	EDDINGS 0026741	252.97
10/26/2015	EDDINGS 0026741	27.15
10/26/2015	EDDINGS 0026741	33.01
10/26/2015	EDDINGS 0026741	-392.32
10/26/2015	EDDINGS 0026741	46.86
10/26/2015	EDDINGS 0026741	5.04
10/26/2015	EDDINGS 0026741	51.60
10/26/2015	EDDINGS 0026741	53.58
10/26/2015	EDDINGS 0026741	6.03
10/26/2015	EDDINGS 0026741	690.84
10/26/2015	EDDINGS 0026741	85.95
10/26/2015	EDDINGS 0026741	99.94
10/26/2015	FRY'S ELECTRONICS #5	10.89
10/26/2015	LAWSON PRODUCTS	160.46
10/26/2015	MARTIN CHEVROLET	244.83
10/26/2015	SHOPTRN*ODYSSEYBATTER	2,497.05
10/26/2015	SIDEBYSIDESTUFF.COM	615.42
10/26/2015	SOUTH BAY FORD	317.39
10/26/2015	SOUTH BAY FORD	78.51
10/26/2015	SOUTH BAY FORD	93.59
10/26/2015	SOUTH BAY FORD	98.24
10/26/2015	STEVES LOCK&SAFE	19.08

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Report of P-Card Transactions

Account Date	Department Public Works	Amount
10/26/2015	STEVES LOCK&SAFE	65.38
10/26/2015	EDDINGS 0026741	15.79
10/26/2015	EDDINGS 0026741	160.00
10/26/2015	EDDINGS 0026741	-18.00
10/26/2015	EDDINGS 0026741	18.48
10/26/2015	EDDINGS 0026741	19.51
10/26/2015	EDDINGS 0026741	20.80
10/26/2015	EDDINGS 0026741	-213.57
10/26/2015	EDDINGS 0026741	23.72
610-18-611-5217	Departmental Supplies	6,724.65
615-18-041-5101	Contract Services	
10/26/2015	ICE MACHINE SALES	374.00
10/26/2015	IN *VCOHD/SBOHD/SCRS	1,980.00
10/26/2015	IN *VCOHD/SBOHD/SCRS	450.00
10/26/2015	NATIONAL FAIL SAFE	354.79
10/26/2015	SQ *ENVIRONMENTAL SAFETY	480.00
615-18-041-5101	Contract Services	3,638.79
615-18-041-5205	Training	
10/26/2015	ENVIRONMENTAL RESOURCE	129.00
615-18-041-5205	Training	129.00
615-18-041-5217	Departmental Supplies	
10/26/2015	AQUA-FLO SUPPLY - TORRA	61.07
10/26/2015	EB BRADLEY - CP	89.68
10/26/2015	EL SEGUNDO DOOR COMPANY	2,681.40
10/26/2015	ICE MACHINE SALES	129.91
10/26/2015	INTERMOUNTAIN LOCK AND SE	50.17
10/26/2015	MCMASTER-CARR	158.02
10/26/2015	MCMASTER-CARR	183.86
10/26/2015	MCMASTER-CARR	2,291.55
10/26/2015	MCMASTER-CARR	252.87
10/26/2015	MCMASTER-CARR	-32.81
10/26/2015	MCMASTER-CARR	32.81
10/26/2015	MCMASTER-CARR	469.85
10/26/2015	MCMASTER-CARR	834.36
10/26/2015	ROCKLER WOOD*	92.61
10/26/2015	SQ *ENVIRONMENTAL SAFETY	217.50
10/26/2015	SUPREME PAINT (MANHATT	212.92
10/26/2015	SUPREME PAINT (MANHATT	246.78
10/26/2015	SUPREME PAINT (MANHATT	259.77
10/26/2015	SUPREME PAINT (MANHATT	40.55

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Report of P-Card Transactions

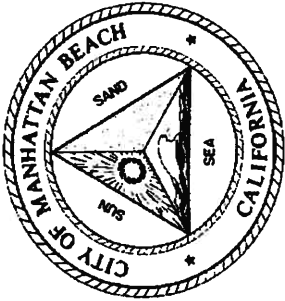
Account Date	Department Public Works	Amount
10/26/2015	THE HOME DEPOT 618	100.19
10/26/2015	THE HOME DEPOT 618	-107.90
10/26/2015	THE HOME DEPOT 618	215.82
10/26/2015	THE HOME DEPOT 618	-75.15
10/26/2015	THE HOME DEPOT 618	86.11
10/26/2015	THE HOME DEPOT 620	11.38
10/26/2015	THE HOME DEPOT 620	15.71
10/26/2015	THE HOME DEPOT 620	16.97
10/26/2015	THE HOME DEPOT 620	210.66
10/26/2015	THE HOME DEPOT 620	212.37
10/26/2015	THE HOME DEPOT 620	234.94
10/26/2015	THE HOME DEPOT 620	32.26
10/26/2015	THE HOME DEPOT 620	39.21
10/26/2015	THE HOME DEPOT 620	55.68
10/26/2015	THE HOME DEPOT 620	81.61
10/26/2015	TODD PIPE AND SUPPLY	177.13
10/26/2015	TODD PIPE AND SUPPLY	37.54
10/26/2015	TODD PIPE AND SUPPLY	552.51
10/26/2015	TR TRADING COMPANY	3,098.87
10/26/2015	WW GRAINGER	158.60
10/26/2015	WW GRAINGER	160.88
10/26/2015	WW GRAINGER	208.37
615-18-041-5217	Departmental Supplies	<u>13,796.63</u>
18	Public Works	<u><u>61,774.25</u></u>

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Report of P-Card Transactions

Account Date	Department	Amount
100-19-052-5104	Computer Contract Services	
10/26/2015	AMAZON WEB SERVICES	454.00
100-19-052-5104	Computer Contract Services	<u>454.00</u>
605-19-051-5104	Computer Contract Services	
10/26/2015	STK*SHUTTERSTOCK, INC.	199.00
10/26/2015	DLVR.IT	215.89
10/26/2015	IN *ARCHIVESOCIAL	4,788.00
605-19-051-5104	Computer Contract Services	<u>5,202.89</u>
605-19-051-5205	Training	
10/26/2015	NTH GENERATION COMPUTING	3,649.00
605-19-051-5205	Training	<u>3,649.00</u>
605-19-051-5210	Computers, Supplies & Software	
10/26/2015	APL* ITUNES.COM/BILL	0.99
10/26/2015	CRADLEPOINT	40.00
10/26/2015	EB DIGITAL GROWTH SUM	104.34
10/26/2015	EXCLAIMER	1,250.00
10/26/2015	FRY'S ELECTRONICS #5	387.86
10/26/2015	FRY'S ELECTRONICS #5	474.13
10/26/2015	GIRL SCOUT MAGAZINE SALE	21.00
10/26/2015	K&F ASSOCIATES	-2.10
10/26/2015	MAC MALL 800-6226255	659.73
10/26/2015	NTH GENERATION COMPUTING	948.00
10/26/2015	SOUTHERN COMPUTER WAREHOU	4,140.91
10/26/2015	SOUTHERN COMPUTER WAREHOU	904.69
10/26/2015	TV PRO GEAR	347.65
10/26/2015	USMARKERBOARD	1,246.33
605-19-051-5210	Computers, Supplies & Software	<u>10,523.53</u>
605-19-051-6141	Computer Equipment & Software	
10/26/2015	SOUTHERN COMPUTER WAREHOU	4,515.87
605-19-051-6141	Computer Equipment & Software	<u>4,515.87</u>
19		<u>24,345.29</u>
	Report Totals	<u><u>143,557.58</u></u>

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 10b, dated 11/05/2015; Check number 521831.



City of Manhattan Beach

Investment Portfolio October 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
October 1, 2015 through October 31, 2015

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
LAI	24,450,000.00	24,450,000.00	24,450,000.00	28.70	1	1	0.352	0.357
Certificates of Deposit - Bank	5,846,000.00	5,869,418.97	5,846,000.00	6.86	1,489	534	1.047	1.061
Medium Term Notes	12,500,000.00	12,670,220.00	12,667,963.04	14.87	1,352	616	1.281	1.299
Federal Agency Issues - Coupon	42,000,000.00	42,408,880.00	42,241,847.32	49.58	1,333	945	1.217	1.234
Investments	84,796,000.00	85,398,518.97	85,205,810.36	100.00%	964	597	0.967	0.980
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	1,292,740.54	1,292,740.54	1,292,740.54		1	1	0.000	0.000
Accrued Interest at Purchase		29,882.42	29,882.42					
Subtotal		1,322,622.96	1,322,622.96					
Total Cash and Investments	86,088,740.54	86,721,141.93	86,528,433.32		964	597	0.967	0.980

Total Earnings **October 31** **Month Ending** **Fiscal Year To Date**
Current Year 80,310.59 309,813.93

BRUCE A. MOE, FINANCE DIRECTOR

CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Investments
October 31, 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	24,450,000.00	24,450,000.00	24,450,000.00	0.357		0.357	1	
		Subtotal and Average		24,450,000.00	24,450,000.00	24,450,000.00			0.357	1	
Certificates of Deposit - Bank											
59012YWZ9	CD0015	Merrick Bank	08/29/2012	245,000.00	245,311.15	245,000.00	0.700		0.700	120	02/29/2016
02005QZW6	CD0007	Ally Bank	03/21/2012	245,000.00	245,766.85	245,000.00	1.150		1.150	141	03/21/2016
20033ADU7	CD0033	Comenity Capital Bank	12/02/2013	245,000.00	245,531.65	245,000.00	0.750		0.750	214	06/02/2016
29976DNM8	CD0013	Everbank Jacksonville FL	08/29/2012	245,000.00	245,803.60	245,000.00	0.900		0.900	302	08/29/2016
3364ORBW6	CD0030	First Sentry Bank	11/22/2013	245,000.00	246,416.10	245,000.00	0.750		0.750	387	11/22/2016
31931TDC6	CD0031	First Bank North Carolina	11/27/2013	245,000.00	246,489.60	245,000.00	0.800		0.800	393	11/28/2016
57116AHE1	CD0032	Marlin Business Bank	11/27/2013	245,000.00	246,384.25	245,000.00	0.850		0.850	393	11/28/2016
3616OXC39	CD0004	GENERAL ELECTRIC CAPITAL	12/29/2011	245,000.00	248,924.90	245,000.00	2.100		2.100	424	12/29/2016
38143AFP5	CD0005	Goldman Sachs	01/05/2012	245,000.00	248,812.20	245,000.00	2.050		2.050	431	01/05/2017
06414QSJ4	CD0034	Bank of North Carolina	02/14/2014	245,000.00	246,227.45	245,000.00	0.800		0.800	471	02/14/2017
2546703V2	CD0006	Discover Bank Greenwood Intere	02/15/2012	245,000.00	248,981.25	245,000.00	1.600		1.600	472	02/15/2017
22766AAD7	CD0035	CROSSFIRST BANK	02/19/2014	245,000.00	246,019.20	245,000.00	0.750		0.750	478	02/21/2017
37312BEC7	CD0021	Georgia Bank & Trust	03/28/2013	245,000.00	244,674.15	245,000.00	0.750		0.750	513	03/28/2017
747133BP0	CD0022	Pyramax Bank	03/28/2013	245,000.00	244,674.15	245,000.00	0.750		0.750	513	03/28/2017
90344LBS7	CD0020	USNY Bank	03/28/2013	245,000.00	244,470.80	245,000.00	0.750		0.750	544	04/28/2017
344030EQ0	CD0011	Flushing SVGS Bk NY	07/27/2012	245,000.00	248,447.15	245,000.00	1.100		1.100	634	07/27/2017
062649YAO	CD0014	Bank of Holland	08/29/2012	245,000.00	244,779.50	245,000.00	1.050		1.050	667	08/29/2017
88413QAH11	CD0037	THIRD FEDERAL SAVINGS & LOAN	02/21/2014	245,000.00	246,139.25	245,000.00	1.150		1.150	751	11/21/2017
856284J21	CD0018	State Bank of India	12/21/2012	245,000.00	246,950.20	245,000.00	1.200		1.200	781	12/21/2017
94768NJE5	CD0019	Webster Bank	12/26/2012	245,000.00	246,933.05	245,000.00	1.000		1.000	786	12/26/2017
17453FBG6	CD0036	CITIZENS DEPOSIT BANK	02/20/2014	211,000.00	210,729.92	211,000.00	1.300		1.300	842	02/20/2018
320844NW9	CD0038	FIRST MERT BANK	02/24/2014	245,000.00	245,982.45	245,000.00	1.300		1.300	848	02/26/2018
938828AA8	CD0023	Washington Federal	03/28/2013	245,000.00	242,662.70	245,000.00	1.000		1.000	878	03/28/2018
101120CZ4	CD0024	Boston Private Bank & Trust	04/04/2013	245,000.00	242,307.45	245,000.00	0.950		0.950	885	04/04/2018
		Subtotal and Average		5,846,000.00	5,869,418.97	5,846,000.00			1.061	534	
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		0.00	0.00	0.00			0.000	0	

CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Investments
October 31, 2015

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Rated Rate	S&P	YTM 365	Days to Maturity	Maturity Date	
Medium Term Notes												
22160KAD7	MTN0071	COSTCO COMPANIES	08/20/2013	1,000,000.00	1,000,450.00	1,002,270.00	0.650	A+	0.550	36	12/07/2015	
36962G5C4	MTN0066	Gen elec Cap Corp	10/24/2012	2,000,000.00	2,024,640.00	2,030,192.35	2.950	AA+	1.350	190	05/09/2016	
90520EAC5	MTN0070	Union Bank	12/21/2012	1,000,000.00	1,012,470.00	1,016,217.06	3.000	A+	1.244	218	06/06/2016	
88579YAD3	MTN0072	3M	11/21/2013	1,000,000.00	1,007,340.00	1,010,194.22	1.375	AA-	0.783	333	09/29/2016	
94974BEZ9	MTN0068	WELLS FARGO & CO	10/24/2012	500,000.00	509,360.00	510,545.76	2.625	A+	1.256	410	12/15/2016	
084670BD9	MTN0065	BERKSHIRE HATHAWY	07/20/2012	1,000,000.00	1,013,160.00	1,013,413.00	1.900	AA+	1.112	457	01/31/2017	
89233P6S0	MTN0069	Toyota Motor Corp	12/21/2012	1,000,000.00	1,002,940.00	1,005,100.00	1.250	AA-	1.140	704	10/05/2017	
68389XAN5	MTN0074	ORACLE CORP	02/18/2014	1,000,000.00	1,003,720.00	994,650.00	1.200	A+	1.350	714	10/15/2017	
166764AA8	MTN0076	CHEVRON CORP	06/23/2015	1,000,000.00	1,000,510.00	998,400.00	1.104	AA	1.170	765	12/05/2017	
71708D1G5	MTN0073	Pfizer Inc	12/27/2013	1,000,000.00	1,001,160.00	990,150.00	1.500	AA	1.730	957	06/15/2018	
594918AC8	MTN0075	MICROSOFT CORP.	05/19/2015	1,000,000.00	1,089,180.00	1,101,500.65	4.200	AAA	1.783	1,308	06/01/2019	
30231GAG7	MTN0077	EXXON MOBIL CORPORATION	08/21/2015	1,000,000.00	1,005,290.00	995,330.00	1.912	AAA	2.020	1,587	03/06/2020	
				12,500,000.00	12,670,220.00	12,667,963.04			1.299	616		
				Subtotal and Average								

Federal Agency Issues - Coupon

313373SZ6	FAC0202	Federal Home Loan Bank	08/29/2011	1,000,000.00	1,010,660.00	1,008,556.30	2.125	AA+	1.233	222	06/10/2016
3135GOCM3	FAC0206	Fannie Mae	12/28/2011	2,000,000.00	2,013,800.00	2,006,420.00	1.250	AA+	1.180	332	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	AA+	0.580	348	10/14/2016
3133EEFA3	FAC0229	FED FARM CR BK	12/26/2014	2,000,000.00	2,003,740.00	1,998,820.00	0.720	AA+	0.750	410	12/15/2016
3134G6G49	FAC0233	Federal Home Loan Mortgage	05/15/2015	3,000,000.00	3,000,420.00	3,004,242.00	0.800	AA+	0.736	646	08/08/2017
3134G7MJ7	FAC0237	Federal Home Loan Mortgage	08/19/2015	1,000,000.00	999,140.00	998,600.00	0.750	AA+	0.820	663	08/25/2017
3133ED2D3	FAC0228	FED FARM CR BK	11/04/2014	2,000,000.00	2,024,760.00	2,021,763.64	1.550	AA+	1.192	687	09/18/2017
3130A33J1	FAC0226	Federal Home Loan Bank	09/22/2014	3,000,000.00	3,021,360.00	3,001,740.00	1.200	AA+	1.180	688	09/19/2017
3137EADL0	FAC0242	Federal Home Loan Mortgage	10/26/2015	1,000,000.00	1,003,260.00	1,006,870.00	1.000	AA+	0.640	698	09/29/2017
3133EE999	FAC0219	FED FARM CR BK	02/13/2014	2,000,000.00	2,019,500.00	2,006,813.34	1.340	AA+	1.208	789	12/29/2017
880591EC2	FAC0241	Tennessee Valley Authority	10/26/2015	1,000,000.00	1,082,530.00	1,086,850.00	4.500	AA+	0.977	882	04/01/2018
3136G2JB4	FAC0234	Fannie Mae	05/27/2015	2,000,000.00	2,006,680.00	1,999,500.00	1.200	AA+	1.208	1,030	08/27/2018
3130A6AE7	FAC0240	Federal Home Loan Bank	10/26/2015	1,000,000.00	1,001,670.00	1,005,240.00	1.125	AA+	0.940	1,048	09/14/2018
3135G0YM9	FAC0232	Fannie Mae	02/20/2015	2,000,000.00	2,046,320.00	2,039,181.40	1.875	AA+	1.318	1,052	09/18/2018
880591EQ1	FAC0220	Tennessee Valley Authority	05/29/2014	2,000,000.00	2,026,860.00	2,023,549.62	1.750	AA+	1.395	1,079	10/15/2018
3130A0CJ2	FAC0217	Federal Home Loan Bank	11/21/2013	1,000,000.00	1,008,010.00	1,000,000.00	1.550	AA	1.550	1,116	11/21/2018
313376BR5	FAC0218	Federal Home Loan Bank	12/27/2013	1,000,000.00	1,018,000.00	998,570.00	1.750	AA+	1.780	1,139	12/14/2018
3135G0ZA4	FAC0221	Fannie Mae	05/29/2014	1,000,000.00	1,021,340.00	1,014,876.40	1.875	AA+	1.478	1,206	02/19/2019
3135G0ZA4	FAC0235	Fannie Mae	06/19/2015	2,000,000.00	2,042,680.00	2,039,250.17	1.875	AA+	1.425	1,206	02/19/2019
3133EDLR1	FAC0222	FED FARM CR BK	05/29/2014	2,000,000.00	2,021,200.00	2,008,544.96	1.650	AA+	1.542	1,291	05/15/2019
3137EADK2	FAC0224	Federal Home Loan Mortgage	08/01/2014	2,000,000.00	1,991,140.00	1,958,730.28	1.250	AA+	1.788	1,369	08/01/2019

Portfolio CITY
CP
PM (PRF_PM2) 7.3.0

CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Investments
October 31, 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												
3133EFAS6	FAC0238	FED FARM CR BK	08/26/2015	1,000,000.00	1,004,700.00	1,000,000.00	1.670	AA+	1.670	1,394	08/26/2019	
3135G0ZY2	FAC0231	Fannie Mae	02/20/2015	2,000,000.00	2,022,320.00	2,010,111.21	1.750	AA+	1.642	1,486	11/26/2019	
3133EEW55	FAC0236	FED FARM CR BK	06/19/2015	2,000,000.00	2,015,220.00	2,001,898.00	1.800	AA+	1.780	1,688	06/15/2020	
3130A6DM6	FAC0239	Federal Home Loan Bank	09/18/2015	1,000,000.00	1,000,890.00	1,000,000.00	1.000	AA+	1.000	1,783	09/18/2020	
Subtotal and Average				42,000,000.00	42,408,880.00	42,241,847.32			1.234	945		
Total and Average				84,796,000.00	85,398,518.97	85,205,810.36			0.980	597		

CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Cash
October 31, 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	1,292,740.54	1,292,740.54	1,292,740.54			0.000	1
			Accrued Interest at Purchase		29,882.42	29,882.42				1
			Subtotal		1,322,622.96	1,322,622.96				
		Total Cash and Investments		86,088,740.54	86,721,141.93	86,528,433.32			0.980	597

**City of Manhattan Beach
Investment Portfolio Summary
As of October 31, 2015**

PORTFOLIO PROFILE	Oct 31, 2015	Sep 30, 2015	Aug 31, 2015	Jul 31, 2015	Jun 30, 2015
Total Book Value (Excluding Trust Funds)	\$85,205,810	\$85,351,850	\$87,576,850	\$90,837,800	\$92,082,800
Increase/(Decrease) from Prior Period	(146,040)	(2,225,000)	(3,260,950)	(1,245,000)	(2,464,321)
Percentage Change	(0.2%)	(2.5%)	(3.6%)	(1.4%)	(2.6%)
Average Yield to Maturity (365 Days)	0.980%	0.977%	0.955%	0.896%	0.882%
Increase/(Decrease) from Prior Period	0.003%	0.022%	0.060%	0.014%	0.058%

PORTFOLIO ALLOCATIONS

By Security	Value (Par)	Percent	Par YTM	Time Horizon	Percent
LAIF*	\$24,450,000	28.83%	0.357%	Next 12 months	42%
Certificates of Deposit	5,846,000	6.9%	1.061%	Months 13-24	22%
Medium Term Notes	12,500,000	14.7%	1.299%	Months 25-36	16%
Federal Agencies	42,000,000	49.5%	1.234%	Months 37-48	13%
Total	\$84,796,000	100.0%	0.979%	Months 49-60	7%
				Total	100.0%

*LAIF YTM as of October 31, 2015

RECENT ACTIVITY

Security	Date of Activity	Maturity Date	Purchase (Par)	Maturing/Call	YTM
MTN - 1.912% Coupon	8/21/2015	3/6/2020	1,000,000		2.020%
FFCB - 1.67% Coupon	8/26/2015	8/26/2019	1,000,000		1.670%
FHLB - 1% Coupon	9/18/2015	9/18/2020	1,000,000		1.000%
FHLB - 1.125% Coupon	10/26/2015	9/14/2018	1,000,000		0.940%
TVA - 4.5% Coupon	10/26/2015	4/1/2018	1,000,000		0.977%
FHLMC - 1% Coupon	10/26/2015	9/29/2017	1,000,000		0.640%
Total Purchases			\$6,000,000		1.208%
Matured: CD - 0.75% Coupon	9/25/2015	9/25/2015		245,000	0.750%
Matured: CD - 0.55% Coupon	9/25/2015	9/25/2015		245,000	0.550%
Matured: CD - 0.65% Coupon	9/28/2015	9/28/2015		245,000	0.650%
Matured: CD - 0.65% Coupon	9/28/2015	9/28/2015		245,000	0.650%
Matured: CD - 0.6% Coupon	9/30/2015	9/30/2015		245,000	0.600%
Called: FHLMC - 1.125% Coupon	10/2/2015	4/2/2018		2,000,000	1.125%
Matured: CD - 1.73% Coupon	10/28/2015	10/28/2015		245,000	1.730%
Total Maturing/Calls				\$3,470,000	0.996%

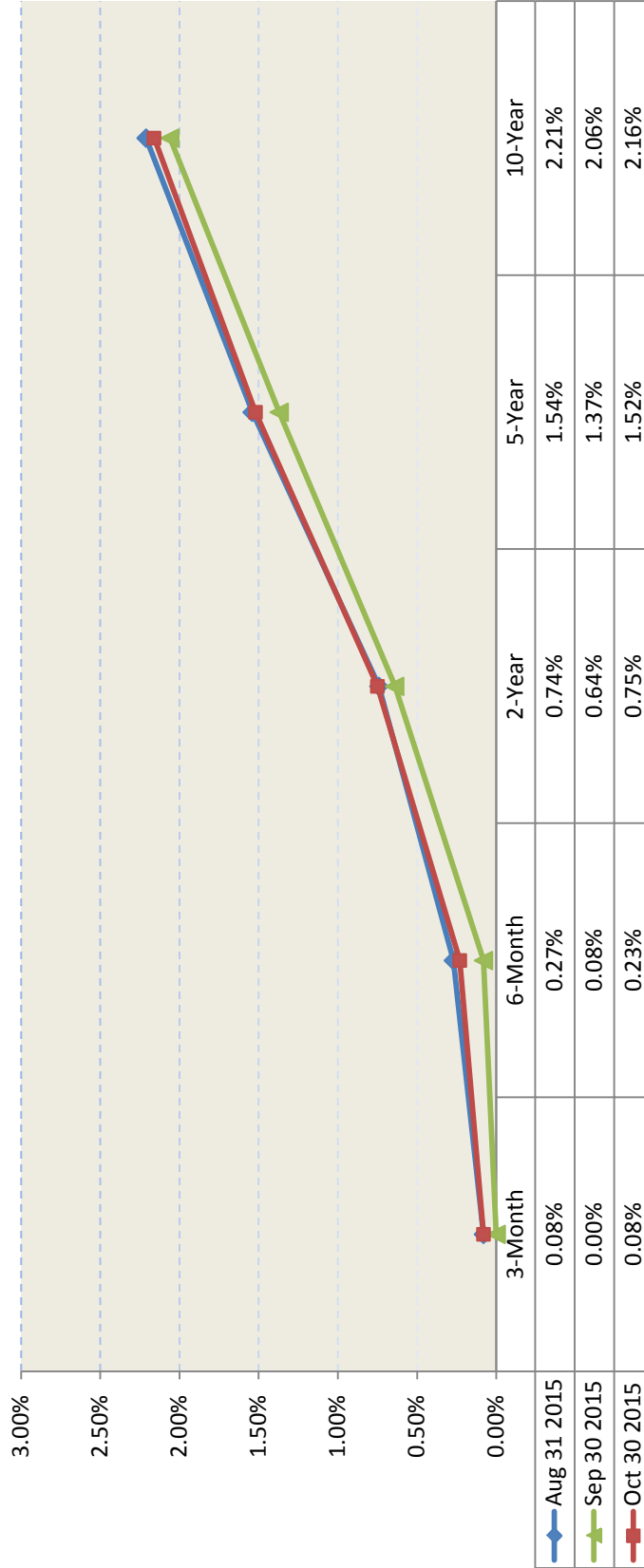
**City of Manhattan Beach
Investment Portfolio Summary
As of October 31, 2015**

PORTFOLIO FUNDS HELD IN TRUST	Value
Police/Fire Refund Delivery Cost	\$1
Marine Avenue	20,368
Metlox & Water/Wastewater Refunding	2
UUAD Assessment Funds	1,359,648
Total Funds Held in Trust	\$1,380,018

As of October 31, 2015

US Treasuries Yield Curve

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CITY OF MANHATTAN BEACH
Portfolio Maturity Structure
November 2015 through October 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	
Nov 15						Nov 16	11/22/16	0.75%	CD	nc	\$0.2M	Nov 17	11/21/17	1.15%	CD	nc	\$0.2M	
							11/28/16	0.80%	CD	nc	\$0.2M							
							11/28/16	0.85%	CD	nc	\$0.2M							
Dec 15	12/7/15	0.6%	MTN	MW: 5	\$1.0M	Dec 16	12/15/16	1.26%	MTN	nc	\$0.5M	Dec 17	12/21/17	1.20%	CD	nc	\$0.2M	
							12/29/16	2.10%	CD	nc	\$0.2M		12/26/17	1.00%	CD	nc	\$0.2M	
							12/15/16	0.75%	FFCB	nc	\$2.0M		12/29/17	1.21%	FFCB	nc	\$2.0M	
												12/5/17	1.17%	MTN	MW: 7.5	\$1.0M		
Jan 16						Jan 17	1/5/17	2.05%	CD	nc	\$0.2M	Jan 18						
							1/31/17	1.11%	MTN	nc	\$1.0M							
Feb 16	2/29/16	0.7%	CD	nc	\$0.2M	Feb 17	2/14/17	0.80%	CD	nc	\$0.2M	Feb 18	2/20/18	1.30%	CD	nc	\$0.2M	
							2/15/17	1.60%	CD	nc	\$0.2M		2/26/18	1.30%	CD	nc	\$0.2M	
							2/21/17	0.75%	CD	nc	\$0.2M							
Mar 16	3/21/16	1.2%	CD	nc	\$0.2M	Mar 17	3/28/17	0.75%	CD	nc	\$0.2M	Mar 18	3/28/18	1.00%	CD	nc	\$0.2M	
							3/28/17	0.75%	CD	nc	\$0.2M							
Apr 16						Apr 17	4/28/17	0.75%	CD	nc	\$0.2M	Apr 18						
												4/4/18	0.95%	CD	nc	\$0.2M		
												4/1/18	0.98%	TVA	nc	\$1.0M		
May 16	5/9/16	1.3%	MTN	nc	\$2.0M	May 17						May 18						
Jun 16	6/6/16	1.2%	MTN	nc	\$1.0M	Jun 17						Jun 18	6/15/18	1.73%	MTN	MW: 10	\$1.0M	
	6/2/16	0.8%	CD	nc	\$0.2M													
	6/10/16	1.2%	FHLB	nc	\$1.0M													
Jul 16						Jul 17	7/27/17	1.10%	CD	nc	\$0.2M	Jul 18						
Aug 16	8/29/16	0.9%	CD	nc	\$0.2M	Aug 17	8/8/17	0.74%	FHLMC	nc	\$3.0M	Aug 18	8/27/18	1.21%	FNMA	5/27/16	\$2.0M	
							8/29/17	1.05%	CD	2/28/13	\$0.2M							
							8/25/17	0.82%	FHLMC	nc	\$1.0M		8/26/19	1.67%	FFCB	8/26/16	\$1.0M	
Sep 16	9/28/16	1.2%	FNMA	nc	\$2.0M	Sep 17	9/19/17	1.18%	FHLB	nc	\$3.0M	Sep 18	9/18/18	1.32%	FNMA	nc	\$2.0M	
							9/29/16	0.8%	MTN	nc	\$1.0M		9/14/18	0.94%	FHLB	nc	\$1.0M	
							9/29/17	0.64%	FHLMC	nc	\$1.0M							
Oct 16	10/14/16	0.6%	FHLB	nc	\$2.0M	Oct 17	10/5/17	1.14%	MTN	#####	\$1.0M	Oct 18	10/15/18	1.39%	TVA	nc	\$2.0M	
							10/15/17	1.35%	MTN	MW: 10	\$1.0M							
Total By Year (excl LAIF)					\$10.98m						\$18.69m						\$11.00m	
% of Total Securities (excl LAIF)					18%						31%						18%	
% of Total Investments (incl LAIF)					42%						22%						13%	

Total Securities	71%	\$60.3M
LAIF	29%	\$24.5M
Total Investments	100%	\$84.8M

Shaded rows indicate months with significant cash inflows.

City of Manhattan Beach Investment Policy Compliance Chart

As of October 31, 2015

Instrument	% of Total	Dollar Compliance		Percentage Compliance		Term Compliance	
		Limit	Compliant?	Limit	Compliant?	Limit	Compliant?
Local Agency Investment Fund (LAIF)	28.8%	\$24,450,000	Yes				
Certificates of Deposit							
Discover Bank (5649)	0.3%	\$245,000	Yes	5.0%	Yes	5 Years	Yes
First Merit Bank (13675)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
First Bank NC (15019)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Flushing SB NY (16049)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Citizens Deposit Bk (16852)	0.2%	211,000	Yes	5.0%	Yes	5 Years	Yes
Webster Bank (18221)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Boston Private Bank & Trust (24811)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Georgia Bank & Trust (27574)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Pyramax Bank (29120)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Third Fed Svgs Bk (30012)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Washington Federal (30570)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Goldman Sachs Bk (33124)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Bank of NC (33527)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
State Bank of India NY (33682)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
GE Cap Financial Inc (GE Capital Bank - 33778)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
First Sentry Bank (34241)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Merrick Bank (34519)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
EverBank (34775)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Bank of Holland (34862)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Comenity Capital (57570)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Ally Bank (57803)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Marlin Business Bank (58267)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
USNY Bank (58541)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Crossfirst Bank (58648)	0.3%	245,000	Yes	5.0%	Yes	5 Years	Yes
Total Certificates of Deposit (24)	6.9%	\$5,846,000		20.0%	Yes		
Medium Term (Corporate) Notes							
Berkshire Hathaway	1.2%	\$1,000,000		5.0%	Yes	5 Years	Yes
Costco Companies	1.2%	1,000,000		5.0%	Yes	5 Years	Yes
GE Cap Corp	2.4%	2,000,000		5.0%	Yes	5 Years	Yes
Oracle	1.2%	1,000,000		5.0%	Yes	5 Years	Yes
Pfizer Inc	1.2%	1,000,000		5.0%	Yes	5 Years	Yes
Toyota Motor Credit	1.2%	1,000,000		5.0%	Yes	5 Years	Yes
Union Bank	1.2%	1,000,000		5.0%	Yes	5 Years	Yes
Wells Fargo & Co	0.6%	500,000		5.0%	Yes	5 Years	Yes
3M	1.2%	1,000,000		5.0%	Yes	5 Years	Yes
Microsoft	1.2%	1,000,000		5.0%	Yes	5 Years	Yes
Chevron	1.2%	1,000,000		5.0%	Yes	5 Years	Yes
Exxon Mobil	1.2%	1,000,000		5.0%	Yes	5 Years	Yes
Total Medium Term Notes (12)	14.7%	\$12,500,000		20.0%	Yes		
Federal Agencies							
Federal Home Loan Bank (FHLB)	11.8%	\$10,000,000		33.3%	Yes	5 Years	Yes
Federal Farm Credit (FFCB)	13.0%	11,000,000		33.3%	Yes	5 Years	Yes
Fannie Mae (FNMA)	13.0%	11,000,000		33.3%	Yes	5 Years	Yes
Freddie Mac (FHLMC)	8.3%	7,000,000		33.3%	Yes	5 Years	Yes
Tenn Valley Authority (TVA)	3.5%	3,000,000		33.3%	Yes	5 Years	Yes
Total Federal Agencies (5)	49.5%	\$42,000,000		60.0%	Yes	5 Years	Yes
Total Portfolio	100.0%	\$84,796,000					

CITY OF MANHATTAN BEACH
October 31, 2015

<u>Investments</u>	Book Value
LAIF	\$24,450,000.00
Medium Term Notes	12,667,963.04
Federal Agency Issues-Coupon	42,241,847.32
Certificates of Deposit	5,846,000.00
Certificates of Deposit - Redemption in Transit	245,000.00
Subtotal Investments	<u>\$85,450,810.36</u>
<u>Demand Deposit/Petty Cash</u>	
Cash in Bank	\$1,292,740.54
Petty Cash	2,434.10
Subtotal Demand Deposit	<u>\$1,295,174.64</u>
<u>Subtotal City Cash & Investments</u>	<u>\$86,745,985.00</u>
<u>Bond Funds Held in Trust</u>	
Police Fire Refund Delivery Cost	\$0.55
Marine	20,367.92
Metlox & Water/Wastewater Refunding	2.36
Utility Assessment Dist	1,359,647.65
Subtotal Bonds Held in Trust	<u>\$1,380,018.48</u>
Treasurer's Balance	<u><u>\$88,126,003.48</u></u>



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
10/27/15	0.36	0.36	205
10/28/15	0.36	0.36	209
10/29/15	0.36	0.36	209
10/30/15	0.36	0.36	200
10/31/15	0.36	0.36	200
11/01/15	0.36	0.36	200
11/02/15	0.37	0.36	204
11/03/15	0.36	0.36	201
11/04/15	0.36	0.36	202
11/05/15	0.36	0.36	202
11/06/15	0.36	0.36	204
11/07/15	0.36	0.36	204
11/08/15	0.36	0.36	204
11/09/15	0.37	0.36	205

*Daily yield does not reflect capital gains or losses

LAIF Performance Report

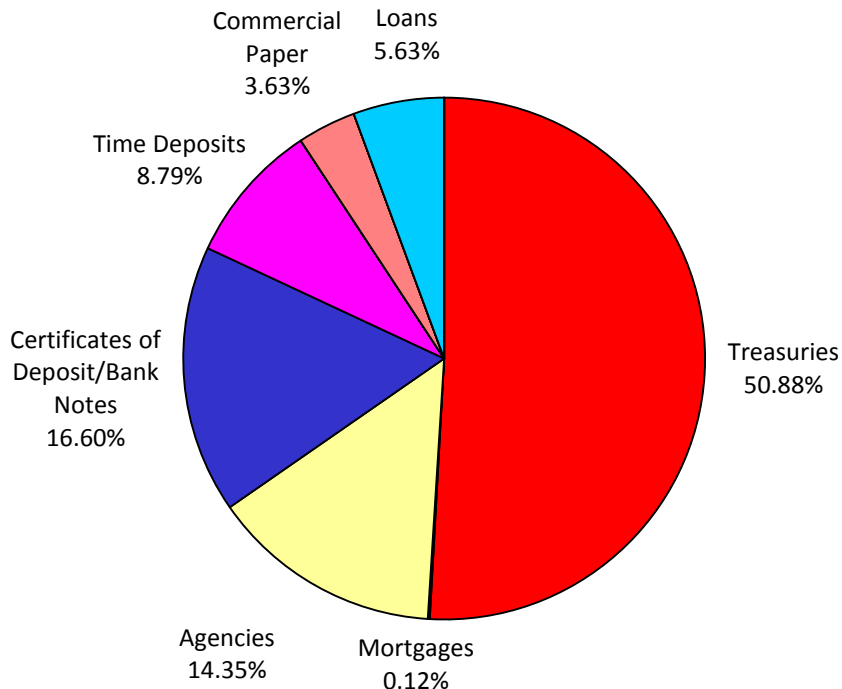
Quarter Ending 09/30/15

Apportionment Rate: 0.32%
 Earnings Ratio: 0.00000875275068308
 Fair Value Factor: 1.000594646
 Daily: 0.35%
 Quarter to Date: 0.33%
 Average Life: 210

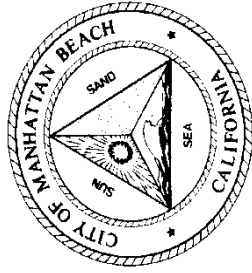
PMIA Average Monthly Effective Yields

OCT 2015 0.357%
 SEP 2015 0.337%
 AUG 2015 0.330%

**Pooled Money Investment Account
Portfolio Composition
10/31/15
\$64.0 billion**



City of Manhattan Beach



Month End Report October 2015 Fiscal Year 2015-2016

**City of Manhattan Beach
 Fiscal Year 2015-2016
 Period 4 - October**

Data Date: 11/18/2015
 Percent Year: 33.3%

General Fund Expenditures By Department

	Annual Budget	Current Month	YTD Expend.	YTD Encumb.	Available Budget	Percent Utilized*
11 Management Services	4,139,293	474,404	1,296,467	88,545	2,754,280	33.46
12 Finance	3,509,555	275,773	1,021,483	33,406	2,454,666	30.06
13 Human Resources	1,333,155	93,997	302,494	29,560	1,001,101	24.91
14 Parks and Recreation	7,841,544	638,030	2,726,104	21,357	5,094,083	35.04
15 Police	23,605,516	2,566,359	8,065,690	9,615	15,530,211	34.21
16 Fire	12,306,025	1,339,047	4,231,489	85,833	7,988,702	35.08
17 Community Development	5,104,803	405,535	1,197,768	482,116	3,424,919	32.91
18 Public Works	6,651,451	582,500	1,720,025	112,614	4,818,812	27.55
19 Information Technology	344,104	64,778	127,789	4,800	211,515	38.53
100 General Fund	64,835,445	6,440,422	20,689,310	867,845	43,278,290	33.25

*Percent Utilized includes YTD encumbrances.

City of Manhattan Beach
Fiscal Year 2016 Statement of Revenues & Expenditures
October 31, 2015

% of Year
33.3%

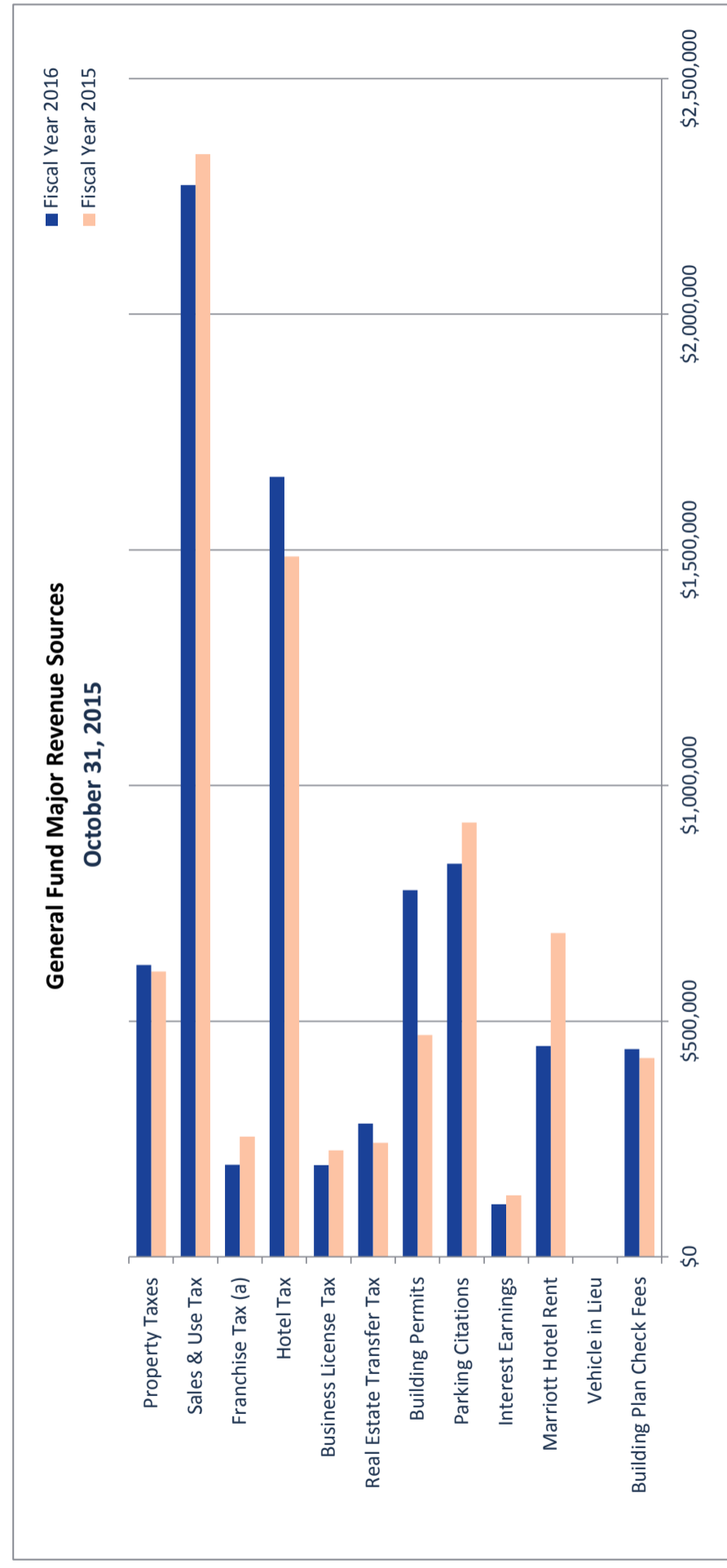
Fund Title	Fund No.	Current Year Activity						YTD Expenditures	YTD Expenditures	%
		Budgeted Revenue	YTD Revenues	% Realized	Budgeted Expenditures	YTD Expenditures	%			
General Fund	100	\$63,652,500	\$12,586,155	19.8%	\$64,835,445	\$20,689,310	31.9%			
Street Lighting & Landscaping Fund	201	397,180	-	0.0%	618,329	141,824	22.9%			
Gas Tax Fund	205	830,485	216,992	26.1%	2,752,541	231,899	8.4%			
Asset Forfeiture	210	7,300	16,255	222.7%	215,950	25,008	11.6%			
Police Safety Grants	211	101,200	32,243	31.9%	177,982	54,887	30.8%			
Federal & State Grants	220	-	-	n/a	-	-	n/a			
Prop A Fund	230	670,395	209,029	31.2%	931,203	358,606	38.5%			
Prop C Fund	231	563,514	177,614	31.5%	2,468,399	44,968	1.8%			
AB 2766 Fund	232	51,712	249	0.5%	190,869	55,151	28.9%			
Measure R	233	407,740	129,646	31.8%	335,000	-	0.0%			
Capital Improvements Fund	401	1,599,523	530,906	33.2%	8,110,434	181,679	2.2%			
Underground Assessment District Construction	403	1,200	302	25.2%	-	-	n/a			
Water Fund	501	16,063,977	5,145,843	32.0%	13,563,489	2,231,661	16.5%			
Storm Drain Fund	502	353,406	3,560	1.0%	1,745,856	278,561	16.0%			
Wastewater Fund	503	3,543,910	1,139,229	32.1%	2,509,608	454,024	18.1%			
Refuse Fund	510	4,190,074	1,401,152	33.4%	4,267,893	1,007,033	23.6%			
Parking Fund	520	2,503,797	772,775	30.9%	3,597,542	565,587	15.7%			
County Parking Lots Fund	521	809,000	294,879	36.4%	651,650	59,160	9.1%			
State Pier & Parking Lot Fund	522	617,274	190,489	30.9%	1,989,051	186,045	9.4%			
Insurance Reserve Fund	601	6,280,680	2,109,441	33.6%	6,244,606	2,822,183	45.2%			
Information Systems Reserve Fund	605	2,283,351	761,116	33.3%	3,031,463	630,584	20.8%			
Fleet Management Fund	610	2,447,895	858,015	35.1%	2,397,074	658,941	27.5%			
Building Maintenance & Operation Fund	615	1,781,814	551,115	30.9%	1,799,899	539,136	30.0%			
Special Assessment Debt Service	710	965,000	-	0.0%	950,038	767,796	80.8%			
City Pension Fund	801	171,900	2,491	1.4%	235,565	76,365	32.4%			
		\$110,294,827	\$27,129,494	24.6%	\$123,619,886	\$32,060,408	25.9%			

**City of Manhattan Beach
Fiscal Year 2016 General Fund Major Revenue Trends
October 31, 2015**

Percent of Year
33.3%

Major Revenue Accounts	Fund No.	Year-To-Date Actuals					FY 2016		
		2011	2012	2013	2014	2015	2016	Adj Budget	Realized
Property Taxes	100	547,641	534,119	559,639	581,963	605,342	618,978	25,948,000	2.39%
Sales & Use Tax	100	1,923,539	2,071,857	2,325,582	2,324,830	2,339,571	2,274,002	8,450,000	26.91%
Franchise Tax (a)	100	348,218	299,093	317,168	330,728	255,150	195,017	1,425,000	13.69%
Hotel Tax	100	1,036,073	1,032,269	1,151,390	1,313,817	1,486,008	1,655,116	4,130,900	40.07%
Business License Tax	100	157,470	191,549	167,798	180,230	226,094	194,319	3,165,000	6.14%
Real Estate Transfer Tax	100	122,444	197,897	206,482	208,095	241,777	282,971	775,000	36.51%
Building Permits	100	253,225	273,486	294,788	373,494	470,334	778,396	1,795,000	43.36%
Parking Citations	100	904,693	1,070,382	842,001	885,338	921,427	834,296	2,706,000	30.83%
Interest Earnings	100	208,505	206,283	222,198	172,082	130,749	111,852	516,350	21.66%
Marriott Hotel Rent	100	441,507	276,355	317,937	595,317	687,147	447,647	1,395,000	32.09%
Vehicle in Lieu	100	55,118	95,915	18,887	15,631	-	-	-	-
Building Plan Check Fees	100	242,753	333,899	336,015	503,710	421,817	440,629	1,629,000	27.05%
Total Major Revenue Accounts		6,241,187	6,583,104	6,759,884	7,485,236	7,785,416	7,833,223	51,935,250	15.08%
Over/(Under) Prior Year		341,918	176,780	725,352	300,180	47,807			
Percent Change From Prior Year		5.48%	2.69%	10.73%	4.01%	0.61%			

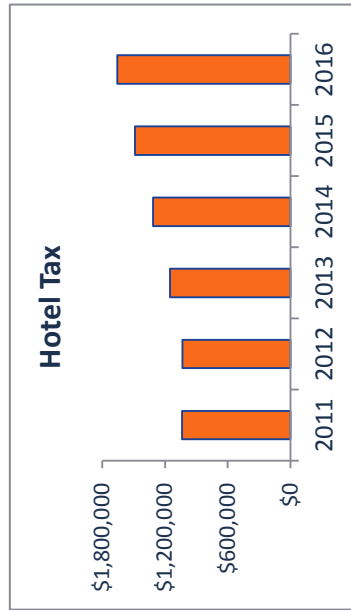
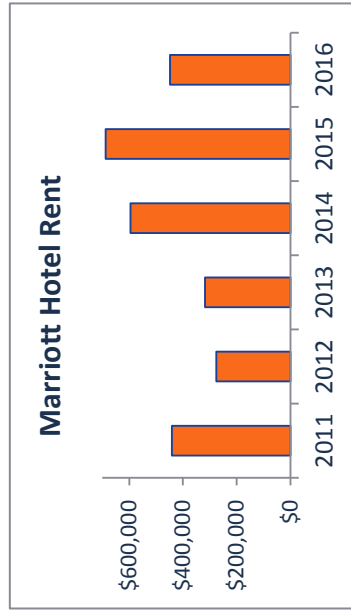
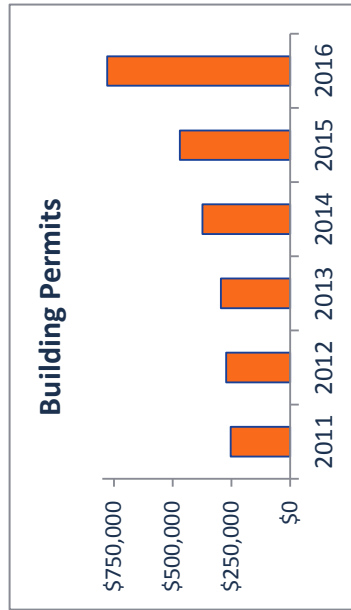
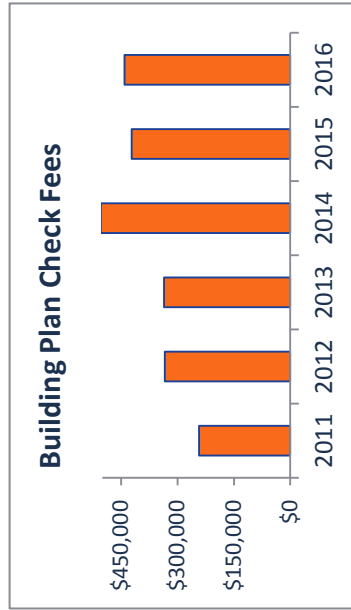
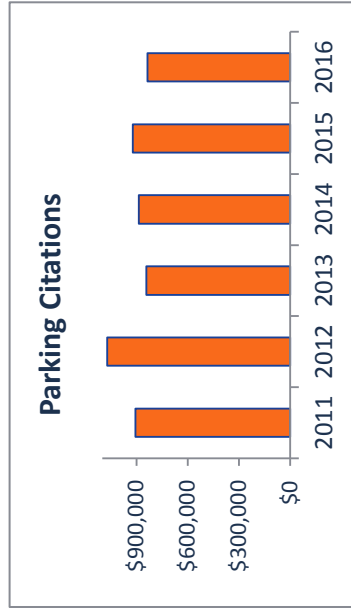
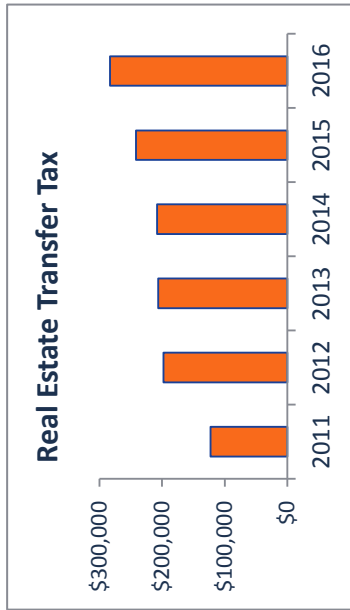
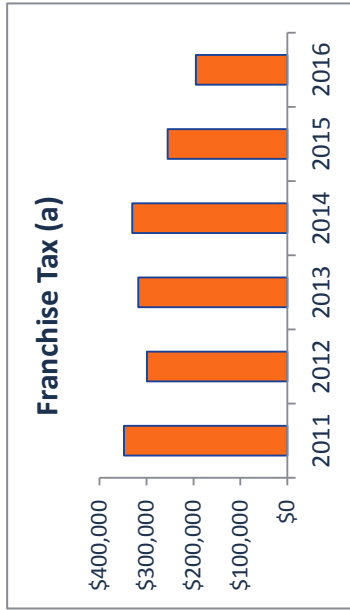
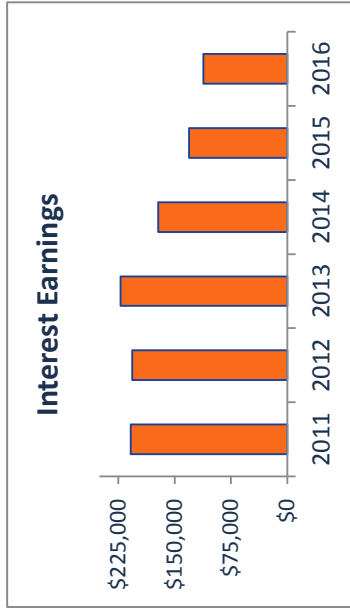
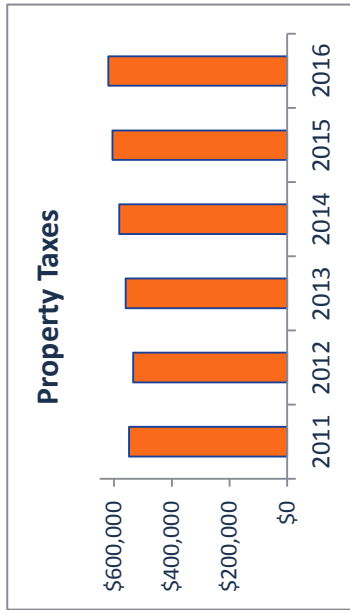
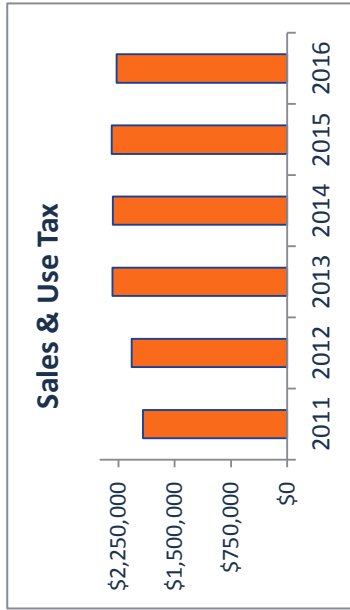
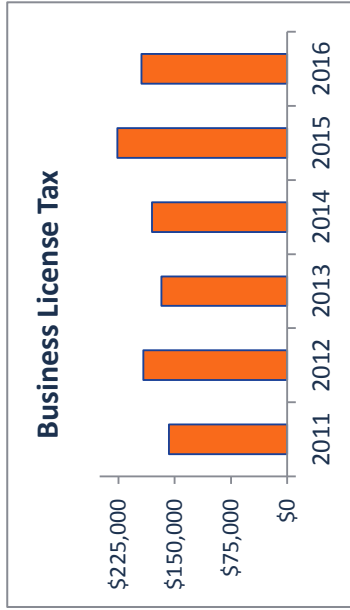
Other Revenues	4,233,507	4,562,228	4,111,690	4,478,114	4,852,030	4,752,932	11,717,250	40.56%
Total General Fund Revenues	10,474,693	11,145,332	10,871,574	11,963,350	12,637,447	12,586,155	63,652,500	19.77%



(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.

**City of Manhattan Beach
Fiscal Year-To-Date General Fund Trends
Through October Year-Over-Year**

**Percent of Year
33.3%**



(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. 7 revenue will self adjust throughout the year to better align with prior full-year numbers.

Agenda Date: 12/15/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Liza Tamura, City Clerk

SUBJECT:

City Council Minutes:

This Item Contains Action Minutes of the Following City Council Meeting Presented for Approval:

- a.) City Council Strategic Planning Retreat Meeting Minutes of November 4, 2015
(Continued from the December 1, 2015, City Council Regular Meeting).
- b.) Joint City Council/Planning Commission Meeting (Mobility Plan) Minutes of November 19, 2015.
- c.) City Council Adjourned Regular Meeting Closed Session Minutes of November 23, 2015.
- d.) City Council Strategic Planning Retreat Follow Up Meeting Minutes of November 30, 2015.
- e.) City Council Regular Meeting Minutes of December 1, 2015 (City Clerk Tamura).

APPROVE

RECOMMENDATION:

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:

1. City Council Strategic Planning Retreat Meeting Minutes of November 4, 2015
(Continued from the December 1, 2015, City Council Regular Meeting).
2. Joint City Council/Planning Commission Meeting (Mobility Plan) Minutes of November 19, 2015.
3. City Council Adjourned Regular Meeting Closed Session Minutes of November 23, 2015.
4. City Council Strategic Planning Retreat Follow Up Meeting Minutes of November 30, 2015.
5. City Council Regular Meeting Minutes of December 1, 2015.

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Wednesday, November 4, 2015

8:30 AM

City Council Strategic Plan Retreat

Police Fire Conference Room

400/420 15th Street

Manhattan Beach, California 90266

City Council Adjourned Regular Meeting

Mayor Mark Burton

Mayor Pro Tem Tony D'Errico

Councilmember David Lesser

Councilmember Amy Howorth

Councilmember Wayne Powell

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A. CALL MEETING TO ORDER

B. PLEDGE TO THE FLAG

Management Fellow Kendra Davis 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

D. CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

Senior Deputy City Clerk Tatyana Roujenova-Peltekova confirmed that the meeting was properly posted.

E. PUBLIC COMMENTS

Mayor Burton open the floor for public comment.

Seeing none, Mayor Burton closed the floor for public comment.

F. RETREAT WELCOME AND CONTEXT SETTING

1. City Council Strategic Planning Retreat Documents (Assistant City Manager Nader).

[15-0497](#)

DISCUSS CITY-WIDE STRATEGIC PLAN GOALS AND OBJECTIVES

Mayor Burton introduced the item and presented the facilitator Julia Novak.

The facilitator Julia Novak provided an overview of the retreat and the topics that would be discussed.

At 10 AM, the City Council recessed and reconvened at 10:20 AM with all Councilmembers present.

E. CRITICAL SUCCESS FACTORS

The facilitator Julia Novak led the discussion further with all Councilmembers participating.

City Council engaged actively in various exercises to identify critical success factors for the City and grouped them into eight key categories: Effective Physical Asset Management; Proactive Community Planning; Environmental Stewardship; Effective Governance; Aligned and Committed Workforce; Financial Sustainability; Meaningful Resident Engagement; and Economic Vitality.

At 11:55 AM, the City Council recessed and reconvened at 12:40 PM with all Councilmembers present.

H. COUNCIL INITIATIVES

The facilitator continued the dialogue focusing on the eight crucial success factors (pillars) identified by the City Council with all Councilmembers actively contributing to the discussion.

The eight Council initiatives were revised to include the following:

Effective Physical Asset Management - Infrastructure, Facilities, Amenities

Proactive Community Planning and Public Safety

Environmental Stewardship

Effective Governance

Aligned and Committed Workforce

Financial Sustainability

Meaningful Resident Engagement

Economic Vitality

I. PRIORITIES

Under the consultant's guidance, Department Heads joined the City Council in the conversation on defining and prioritizing previously identified key initiatives.

In depth discussion continued with Consultant Novak and among Councilmembers on future priorities for the City.

I. NEXT STEPS

City Council discussed next steps and direction in the strategic planning process, incorporating all the priorities and initiatives together and classifying them into short term, medium term, and long term priorities.

The consultant Julia Novak in conjunction with the City Manager Mark Danaj and Assistant City Manager Nadine Nader would provide a report to display the priorities so that the City Council comes back with a reflection and discuss a higher level policy.

J. WRAP-UP

The City Council, City Manager Mark Danaj, Assistant City Manager Nadine Nader, and the Department Heads provided closing meeting comments to the facilitator Novak.

K. ADJOURNMENT

At 3:30 PM, Mayor Burton adjourned the November 4, 2015, Adjourned Regular City Council Meeting Strategic Plan Retreat) to the 9:00 AM, November 16, 2015, Adjourned Regular City Council Meeting Closed Session in City Council Chambers, in said City.

Tatyana Roujenova-Peltekova
Recording Secretary

Mark Burton
Mayor

ATTEST:

Liza Tamura
City Clerk

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Thursday, November 19, 2015

6:00 PM

Joint City Council/Planning Commission Meeting

Police/Fire Conference Room

400/420 15th Street

Manhattan Beach, California 90266

City Council Adjourned Regular Meeting

Mayor Mark Burton

Mayor Pro Tem Tony D'Errico

Councilmember David Lesser

Councilmember Amy Howorth

Councilmember Wayne Powell

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A. CALL MEETING TO ORDER

B. PLEDGE TO THE FLAG

Planning Commission Chairperson Nancy Hersman led the Pledge of Allegiance.

C. ROLL CALL

Present 4 - Mayor Mark Burton, Mayor Pro Tem Tony D'Errico, Councilmember David J. Lesser, and Councilmember Wayne Powell
Absent 1 - Councilmember Amy Howorth

D. CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

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

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

Mayor Burton recognized the Planning Commissioners for their contribution to the community and presented City Challenge Coins to Planning Commissioners.

F. PUBLIC COMMENTS

The following individuals provided public comments:

Fred Manna

David Sundius

Audrey Judson

Bill Victor

John Wilcox

Julian Katz

Robert Bush

G. GENERAL BUSINESS

General Plan Draft Mobility Plan Update Presentation and Next Steps

[15-0491](#)

DISCUSS AND PROVIDE DIRECTION

Community Development Director Marisa Lundstedt introduced the item and consultant Sean Daly provided the PowerPoint presentation.

Community Development Director Lundstedt, Senior Management Analyst Nhung Madrid and consultant responded to City Council and Planning Commission questions.

Councilmembers and Commissioners universally praised the revised format which removed project level recommendations and focused on goals and policies, but recommended to condense and reduce the number of goals and policies when possible.

Several Councilmembers and Commissioners requested to provide more guidance on sidewalk policy, remove specific references to particular projects or stakeholder groups, and to expedite approval of the Plan so that the City can begin developing implementation plans and policy documents.

H. ADJOURNMENT

At 7:44 PM, Mayor Burton adjourned the November 19, 2015, City Council Adjourned Regular Meeting Joint City Council/Planning Commission Meeting to the 9:00 AM, November 23, 2015, City Council Adjourned Regular Meeting Closed Session in City Council Chambers, in said City.

Tatyana Roujenova-Peltekova
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, November 23, 2015

9:00 AM

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

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A. CALL MEETING TO ORDER

9:00 AM.

B. PLEDGE TO THE FLAG

Administrative Clerk Martha Alvarez led the Pledge of Allegiance.

C. ROLL CALL

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

Councilmember Powell arrived at 9:20 AM.

D. CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

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

E. PUBLIC COMMENTS

Mayor Burton opened the floor for public comment.

Seeing none, Mayor Burton closed the floor for public comment.

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

At 9:02 AM City Attorney Quinn Barrow read into the record the following Closed Session Item: Conference with Labor Negotiator (Government Code Section 54957.6).

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;
Unrepresented Employees;
Teamsters; and
Part-Time Employees**

G. RECESS INTO CLOSED SESSION

City Council recessed into Closed Session at 9:02 AM to the City Council Chambers.

H. RECONVENE INTO OPEN SESSION

City Council reconvened into Open Session at 10:18 AM.

I. CLOSED SESSION ANNOUNCEMENT IN OPEN SESSION

City Attorney Quinn Barrow announced the discussion of labor negotiations during closed session in which there was direction but no reportable action taken.

J. ADJOURNMENT

At 10:19 AM, Mayor Burton adjourned the November 23, 2015, Adjourned Regular City Council Meeting Closed Meeting to the 9:00 AM, Strategic Planning Retreat on November 30, 2015, in the Police/Fire Conference Room, in said City and wished everyone a Happy Thanksgiving.

Martha Alvarez
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, November 30, 2015

9:00 AM

City Council Strategic Planning Retreat

Police Fire Conference Room

400/420 15th Street

Manhattan Beach, California 90266

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

B. PLEDGE TO THE FLAG

Assistant City Manager Nadine Nader led the Pledge of Allegiance.

C. ROLL CALL

Present 4 - Mayor Mark Burton, Mayor Pro Tem Tony D'Errico, Councilmember David J. Lesser, and Councilmember Wayne Powell

Absent 1 - Councilmember Amy Howorth

D. CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

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

E. PUBLIC COMMENTS

Mayor Burton opened the floor for public comment.

Seeing none, Mayor Burton closed the floor for public comment.

F. RETREAT WELCOME AND CONTEXT SETTING

1. City Council Strategic Planning Retreat Follow-Up Documents (Assistant City Manager Nader).

[15-0527](#)

REVIEW AND DISCUSS STRATEGIC PLANNING RETREAT DOCUMENTS

Mayor Burton introduced the item and presented the facilitator Julia Novak.

The facilitator Novak provided an overview of the process and reviewed the report from the previous meeting with the City Council.

At 10:22 AM, the City Council recessed and reconvened at 10:35 AM with all four Councilmembers present.

G. FINALIZE THE FRAMEWORK

The consultant Julia Novak continued to lead the dialogue regarding the strategic planning framework with all four Councilmembers present participating.

The City Council actively engaged in reviewing the key initiatives and finalizing the objectives.

H. INTEGRATE WORK PLAN AND STRATEGIC INITIATIVES

Led by the consultant Julia Novak, the City Council carried the discussion further by focusing on the strategic pillars and reflecting those core initiatives in the work plan.

I. NEXT STEPS

Assistant City Manager Nadine Nader provided an overview of next phases in the strategic planning process resulting in the restructuring of the work plan around the incorporated core pillars.

J. CLOSING

The City Council and Assistant City Manager Nader provided closing meeting comments.

Mayor Burton requested that this item return at the first Regular City Council Meeting in January.

K. ADJOURNMENT

At 11:01 AM, Mayor Burton adjourned the November 30, 2015, Adjourned Regular City Council Meeting Strategic Plan Retreat (Follow-Up) to the 6:00 PM, December 1, 2015, Regular City Council Meeting in City Council Chambers, in said City.

Tatyana Roujenova-Peltekova
Recording Secretary

Mark Burton
Mayor

ATTEST:

Liza Tamura
City Clerk

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Tuesday, December 1, 2015

6:00 PM

Regular Meeting

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

Will Langton, Robinson Elementary School student, led the Pledge of Allegiance.

Ella Dabney, Manhattan Beach Middle School student, performed the National Anthem.

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 Certificates of Recognition for School Achievements.

[15-0533](#)**PRESENT**

Mayor Burton, on behalf of the City Council, presented certificates of recognition to the following:

The Party of Five: Maxine Finster, Shae Harvey, Abigail McMillan, Mollie O'Grady, Carly Weber;

Manhattan Beach Middle School Drama Club: Clare Arnold, Hayley Balen, Ema Brown, Jessica Bruhns, Ella Butler, Katie Cottle, Chloe Nicole Cruz, Ella Dabney, Caitlyn De Baets, Jellybean Deepak, Kelly Delgado, Julia DiGregorio, Gabby Faulkner, Lucy Fiorito, Abby Glavin, Emma Gray, Hope Harry, Ruby Hirsch, Carlotta Invrea-Lizcano, Maddy Lathbury, Lizzie Leach, Jonas Lee, Olivia Mngan, Camden McGuire, Max Newman, Flona Okida, Tali Papouchado, Alexia Pepemehmetoglu, Tia Podlubny, Mary Clare Powell, Ansley Rowell, Kelly Shea, Lauren Sosa, Tucker St. Ivany, Hailey Staszgow, Abby Taylor, Collete Tibbets, Emma Treyvaud, Sofia Trieff, Kate Warren, Megan Yeh;

Manhattan Beach Middle School Mock Trial Group: Viraj Arora, Carson Breus, Mia Cho, Stevie Clarke, Charlotte Estrin, Sofia Franck, Thomas Gerken, Ben Hant, Hope Harry, Bridget Hawkins, Chloe Kim, Audrey Lee, Jake Lewin, Tristan McPherson, Cecilia Morriss, Josh Reback, Michelle Rembert, Adi Rich, Evanne Rochelson, Anthony Saliba, Jack Shaffer, Joe Staszgow, Sophia Vaughan;

Manhattan Beach Middle School Robotics Club: Daniel Block, Rohil Dave, Emily Doami, Ethan Ferguson, Audry Lee, Alex Rochelle, Kevin Sabbe, Cara Susilo, Adrian Trott;

Mira Costa High School Girls Golf Team:

CIF Playoffs Players - Veronica Chen, Ashley Kim, Andrea Lee, Marni Murez, Lexi Nielsen, Danielle Richman;

*Team Players - Briana Andrade, Phoebe Gunn, Caroline Hanna, Klara Nagy, Sanjana Chopra, Sammy Grubman, Delilah Gunn, Malia Kiger, Katelyn Levitt, Rachel Levitt, Maggie Weller, Angelica Bigler, Sydney Blum, Emma Davis, Michelle Drandell, Sydney Hamilton, Leila Hazen, Monique Kazamek, Jamie Lee, Kennedy McIntosh, Lucy Taylor, Naomi Tsuang, Carmen Weiss;
Head Coach - Coach Thomas Cox.*

- 2. Annual City Recognition of Longstanding Local Businesses (Finance Director Moe).

[15-0457](#)

APPROVE

Mayor Burton introduced the item and Finance Director Bruce Moe provided a summary of the recognition program.

Mayor Burton, on behalf of the City Council, presented a plaque to Manhattan Academy for 40 years of service to the community.

Mayor Burton, on behalf of the City Council, presented a certificate of recognition to the businesses with 20 years of service:

Behind the Wheel Driving Program

Gail's Frames & Gallery

Reliable Plant Service

Skechers USA Inc.

Subway #14669

D. CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

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

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

Mayor Burton announced that Section I. Public Comment would be advanced before Sections F and G and Agenda Item Nos. 3 and 4 would be heard concurrently.

A motion was made by Mayor Pro Tem D'Errico, seconded by Councilmember Powell, to approve the agenda and waive further reading of ordinances as amended with Section I. (Public Comment) advanced before Section F. (City Council and Community Announcements) and Section G. (City Manager Report); and ,Agenda Item Nos. 3 and 4 heard concurrently. 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 community announcement:

James McCleary, North Manhattan Beach Business Improvement District Chairman - Regarding North End Holiday Open House and Walk About on Thursday December 10 from 5 PM to 9 PM, and North End holiday decoration.

Kelly Stroman, Downtown Manhattan Beach Business and Professional Association Executive Director - Regarding new store grand opening in Downtown this Saturday from 9 AM, Old Venice hosting a cancer fundraising for the Fly Buddha organization all day Sunday, and red-bag parking meter program.

Councilmember Powell - Regarding Manhattan Beach Kiwanis Club taking over the operation of the traditional Santa Float running from now until the December 17, City Council will be the elves on the float tomorrow night, and Santa parade route could be checked at manhattanbeachsantafloat.com.

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)

Section I. Public Comments was taken out of order and heard at this time.

The following individuals provided public comments:

Shivaji Deshmukh, West Basin representative speaking for himself and on behalf of colleague Edward Caldwell - Regarding Agenda Item No. 10.

Aamir Bhamani - Regarding Agenda Item No. 6.

Martha Andreani - Regarding Agenda Item No. 12.

Diane Wallace - Regarding Agenda Item No. 10, Agenda Item No. 11, and New Ordinance Regarding Solar Panels.

George Kaufman - Regarding Agenda Item No. 10, Agenda Item No. 12, renting challenges, Downtown parking.

Jim Barton - Regarding Agenda Item No. 12, Agenda Item No. 10 and Mobility Plan.

Viet Ngo - Regarding the students recognized earlier in the evening, alleged corruption and violation of the Election Code, and Assistant City Manager's Housing Assistance (four minutes).

Bill Victor - Regarding Agenda Item No. 12, crosswalk repairs, and City Manager's and City Attorney's goals.

Craig Cadwalder, Surf Rider Foundation representative - Regarding Agenda Item No. 6 and Agenda Item No. 10.

Jim Quilliom - Regarding Downtown Residents Group's response to the ULI Report and preserving small town environment.

Viet Ngo - Regarding Agenda Item No. 11 (one minute).

Tami Zamrazil - Regarding Agenda Item No. 12 and preserving the small town environment.

PLEASE NOTE: AGENDA ITEMS NOS. 3 AND 4 WERE HEARD CONCURRENTLY.

G. CITY MANAGER REPORT

3. Adoption of City Manager Fiscal Year 2016-17 Goals.

[15-0538](#)

ADOPT

Mayor Burton introduced Item Nos. 3 and 4 to be heard concurrently and noted that City Council completed the annual performance evaluation of the City Manager and City Attorney expressing high appreciation for their services.

A motion was made by Councilmember Howorth, seconded by Councilmember Powell, to approve the adoption of the City Manager Fiscal Year 2016 - 2017 goals and City Attorney Fiscal Year 2016 - 2017 goals. The motion carried by the following vote:

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

City Manager Mark Danaj provided updates on strategic planning efforts and labor negotiations.

PLEASE NOTE: AGENDA ITEMS NOS. 4 AND 3 WERE HEARD CONCURRENTLY.

H. CITY ATTORNEY REPORT

4. Adoption of City Attorney Fiscal Year 2016-17 Goals.

[15-0539](#)

ADOPT

A motion was made by Councilmember Howorth, seconded by Councilmember Powell, to approve the adoption of the City Manager Fiscal Year 2016 - 2017 goals and City Attorney Fiscal Year 2016 - 2017 goals. The motion carried by the following vote:

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

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)

This item was taken out of order and heard after Section F. City Council and Community Organization Announcements.

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

None.

K. CONSENT CALENDAR (APPROVE)

A motion was made by Councilmember Powell, seconded by Councilmember Lesser, to approve the Consent Calendar, Item Nos. 5 - 9. The motion carried by the following vote:

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

- 5. Financial Report: [15-0459](#)
Schedule of Demands: November 5, 2015 (Finance Director Moe).
ACCEPT REPORT AND DEMANDS

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

- 6. Adopt Ordinance No. 15-0020 to Institute a Tobacco Retail Licensing Program in Manhattan Beach (Public Works Director Olmos). [ORD 15-0020](#)
ADOPT

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

- 7. Approve Plans and Specifications for the Rosecrans Avenue Widening Project and Award a Construction Contract to KTB Construction, Inc. in the amount of \$368,750 (Public Works Director Olmos). [CON 15-0054](#)
APPROVE

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

- 8. Approve Final Payment to Ruiz Brothers - Fast-Track Construction Joint Venture for the Strand Wall Repair and Enhancement Project; Formally Accept the Strand Wall Repair and Enhancement Project as Complete; Authorize Filing of the Appropriate Notice of Completion and Release Retention (Public Works Director Olmos). [15-0505](#)
APPROVE

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

9. City Council Minutes: [15-0531](#)
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 Minutes of November 3, 2015
(Continued from the November 17, 2015, Regular City Council Meeting).
 - b) City Council Retreat Meeting Minutes of November 4, 2015
(Continue to the December 15, 2015, Regular City Council Meeting).
 - c) City Council Adjourned Regular Meeting Closed Session Meeting Minutes of November 16, 2015.
 - d) City Council Regular Meeting Minutes of November 17, 2015.
(City Clerk Tamura).
- APPROVE**

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

L. PUBLIC HEARINGS (2 MINUTES PER PERSON)

None.

M. OLD BUSINESS

10. Letter Opposing Construction of a Water Desalination Plant by West Basin Municipal Water District (Community Development Director Lundstedt/Public Works Director Olmos). [15-0510](#)
APPROVE

Mayor Burton requested that Agenda Item No. 10 be removed from tonight's agenda.

Hearing no objections, it was so ordered by motion of the chair.

- 13. Appoint to the Vacant Parking and Public Improvements Commission Business Community Seat No. 2 (Continued from November 17, 2015 City Council Meeting) (City Clerk Tamura).

[15-0454](#)

APPOINT

At the request of Mayor Burton, this item was taken out of order and heard before Agenda Item No. 11.

City Clerk Liza Tamura introduced the item and provided the staff presentation.

Nomination:

Councilmember Lesser - Steven Delk

Councilmember Howorth - Brian Withers

Councilmember Powell - Sylvia Gayed

Mayor Pro Tem D'Errico - Richard Arrigoni

Mayor Burton - Sylvia Gayed

Round 1:

Councilmember Howorth - Gayed and Withers

Councilmember Powell - Gayed and Delk

Mayor Pro Tem D'Errico - Delk and Gayed

Mayor Burton - Delk and Gayed

Councilmember Lesser - Delk and Withers

Round 2:

Councilmember Powell - Gayed

Mayor Pro Tem D'Errico - Delk

Mayor Burton - Delk

Councilmember Lesser - Delk

Councilmember Howorth - Gayed

A motion was made by Councilmember Powell, seconded by Mayor Burton, to appoint Steven Delk to Parking and Public Improvement Commission Business Community Seat No. 2. The motion carried by the following vote:

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

At 7:34 PM, the City Council recessed and reconvened at 7:45 PM with all Councilmembers present.

11. Options for Development of City-Owned Property on Parkview Avenue, [15-0511](#)
Including Hotel, Apartments or Office; Citywide Hotel Study Report
(Finance Director Moe).

RECEIVE REPORT; PROVIDE DIRECTION

City Clerk Liza Tamura introduced the item.

Finance Director Bruce Moe provided the Staff presentation.

Tim Bretz, Keyser Marston Associates, Inc. Manager, provided a PowerPoint presentation.

Bruce Baltin, PKF Managing Director, provided a PowerPoint presentation.

City Manager Mark Danaj, Finance Director Moe, Keyser Marston Consultant Bretz and PKF Consultant Baltin responded to City Council questions.

Councilmember Powell noted that he is not ready to vote on this Agenda Item tonight stating that this process is premature and expressing concerns for the process, including confusion regarding the proposed site, the cost for the consultant, the study focus being the hotel use, impacted parties were not notified, and uses for the site.

Other City Council member expressed their overall support of the process but augmented it with the addition of specific other uses i. e. senior housing, soccer field and park.

A motion was made by Mayor Burton, seconded by Mayor Pro Tem D'Errico, to receive the report, select option No. 1 (hotel) and work with KMA to prepare RFQ and to distribute the RFP which was amended to include option of Fry's location, other specific uses (senior housing, soccer field and park) and report back to the City Council before the RFP is released. The motion carried by the following vote:

Aye: 4 - Burton, D'Errico, Lesser and Howorth

Nay: 1 - Powell

12. Downtown Specific Plan Project Update and Next Steps (Community Development Director Lundstedt).

[15-0507](#)

DISCUSS AND PROVIDE DIRECTION

City Clerk Liza Tamura introduced the item and Community Development Director Marisa Lundstedt provided the staff presentation.

Loreli Cappel from Michael Baker International provided the PowerPoint/Video presentation.

Community Development Director Lundstedt and Consultant responded to City Council questions.

After lengthy discussion, the City Council directed Staff to proceed with all strategies as presented in the Staff Report and requested that the Downtown Specific Plan Draft be reviewed at a dedicated study session before City Council provide direction.

13. Appoint to the Vacant Parking and Public Improvements Commission Business Community Seat No. 2 (Continued from November 17, 2015 City Council Meeting) (City Clerk Tamura).

[15-0454](#)

APPOINT

This item was taken out of order and heard after Agenda Item No. 10.

N. NEW BUSINESS

15. Joint Funding Agreement Between the Cities of Manhattan Beach, Gardena and Hawthorne to Provide Advanced Funding to the South Bay Regional Public Communications Authority (RCC) for a Department of Homeland Security, Urban Areas Security Initiative (UASI) Reimbursable Grant for Construction of Interagency Communications Interoperability Systems; Temporary Use of a Portion of General Fund Reserves (Finance Director Moe).

[CON 15-0060](#)

APPROVE; APPROPRIATE

This item was taken out of order and heard before Agenda Item No. 14.

City Clerk Liza Tamura introduced the item and City Manager Mark Danaj provided the staff presentation.

City Manager Danaj and Ralph Mailloux from the South Bay Regional Communication Center (RCC) responded to City Council questions.

A motion was made by Mayor Burton, seconded by Councilmember Powell, to approve authorization of the City Manager to negotiate and execute a joint funding agreement on behalf of the City between the cities of Manhattan Beach, Gardena and Hawthorne, and the appropriation of \$2.25 million from General Fund Financial Policy Reserves which will be reimbursed by grant funds after project completion. The motion carried by the following vote:

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

14. Adopt Resolution No.15-0066 Supporting Efforts of the City of Hermosa Beach to Implement the Pacific Coast Highway / Aviation Boulevard Mobility Improvement Project (Public Works Director Olmos).

[RES 15-0066](#)

ADOPT

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 Mayor Burton, seconded by Councilmember Howorth, to adopt Resolution No. 15-0066 with the two additions presented to Staff. The motion carried by the following vote:

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

Joint Funding Agreement Between the Cities of Manhattan Beach, Gardena and Hawthorne to Provide Advanced Funding to the South Bay Regional Public Communications Authority (RCC) for a Department of Homeland Security, Urban Areas Security Initiative (UASI) Reimbursable Grant for Construction of Interagency Communications Interoperability Systems; Temporary Use of a Portion of General Fund Reserves (Finance Director Moe).

[CON 15-0060](#)

APPROVE; APPROPRIATE

This item was taken out of order and heard before Agenda Item No. 14.

16. (1) Adoption of Interim Ordinance No. 15-0036U prohibiting all cultivation of medical marijuana, (2) Adoption of Urgency Ordinance No. 15-0037U prohibiting the delivery of medical marijuana and mobile marijuana dispensaries in the City, and (3) Introducing Ordinance No. 15-0037 prohibiting delivery of medical marijuana and mobile marijuana dispensaries in the City (City Attorney Barrow).

[15-0535](#)

ADOPT ORDINANCES NO. 15-0036U AND 15-0037U AND INTRODUCE ORDINANCE NO. 15-0037

City Clerk Liza Tamura introduced the agenda item and City Attorney Quinn Barrow provided the staff presentation.

City Attorney Barrow responded to City Council questions.

City Attorney Barrow suggested revision to the ordinances and read into the record the titles of Ordinance Nos. 15-0036U, 15-0037U, and 15-0037.

A motion was made by Mayor Burton, seconded by Councilmember Howorth, to adopt Ordinance Nos. 15-0036U and 15-0037U, and to introduce Ordinance No. 15-0037 as revised by the City Attorney . The motion carried by the following vote:

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

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

City Manager Mark Danaj provided an update on the Police Officer's Association MOU being approved and would be on the next December 15, 2015 Council Meeting.

Councilmember Lesser attended the State of the County presented by Supervisor Don Knabe on November 19th.

Mayor Burton reported about OTS Roundhouse Aquarium updates.

P. FORECAST AGENDA AND FUTURE DISCUSSION ITEMS

17. Agenda Forecast (City Clerk Tamura). [15-0544](#)
DISCUSS AND PROVIDE DIRECTION

Mayor Burton introduces the items.

Mayor Burton announced that the Forecast Section. Future Agenda Items would be eventually removed and all items calendared with a specific Council meeting date.

Q. INFORMATIONAL ITEMS

18. Commission Minutes: [15-0532](#)

This Item Contains Minutes of the following City Commission Meetings:

- a) Library Commission Meeting Action Minutes of September 14, 2015 (Parks and Recreation Director Leyman).
- b) Parks and Recreation Commission Meeting Action Minutes of September 28, 2015 (Parks and Recreation Director Leyman).
- c) Cultural Arts Commission Meeting Action Minutes of October 13, 2015 (Parks and Recreation Director Leyman).

INFORMATION ITEM ONLY

Mayor Burton accepted the Informational Items and hearing no objections, it was so ordered.

R. CLOSED SESSION

S. ADJOURNMENT

At 10:03 PM, the City Council was adjourned to the 6 PM City Council Regular Meeting December 15, 2015 in Council Chambers in said city.

Tatyana Roujenova-Peltekova
Recording Secretary

Mark Burton
Mayor

ATTEST:

Liza Tamura
City Clerk

Agenda Date: 12/15/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Marisa Lundstedt, Community Development Director
Laurie B. Jester, Planning Manager
Angelica Ochoa, Associate Planner
Rafael Garcia, Assistant Planner

SUBJECT:

Council Review of Planning Commission's Decision to : (1) Approve Issuance of Two Coastal Development Permits No. CA 15-05 (VTPM 73511) and CA 15-06 (VTPM 73086) and (2) Approve Subdivision Maps for the Demolition of a Duplex and Construction of Two Three-Story Residential Condominium Units on Each of the Two Lots, for a Total of Four New Condominium Units at 2616 and 2620 Alma Avenue (Community Development Director Lundstedt).

**CONDUCT HEARING, DISCUSS AND ADOPT RESOLUTION NO. 15-0063 AND
RESOLUTION NO. 15-0070 APPROVING THE PROJECTS**

RECOMMENDATION:

Conduct hearing, receive public input, discuss, and adopt Resolution No. 15-0063 (2616 Alma) and Resolution No. 15- 0070 (2620 Alma) approving the projects with conditions.

EXECUTIVE SUMMARY:

This report summarizes the appeal of two Coastal Development Permits and Subdivision Maps for the demolition of a duplex and construction of two three-story residential condominium units, on two legal lots at 2616 and 2620 Alma Avenue, in the Residential Medium Density (RM) zone, as follows:

- **February-** Two Coastal Permits and Subdivision Map applications submitted;
- **July--**Project reviewed and notice sent out to all property owners and residents within 100 feet of the properties;
- **July** - Community Development Director approved the projects;
- **August** -Appeal filed by neighbor at 420 27th Street with concerns for traffic, and

safety of school children and other pedestrians in the Vista Drive alley ;

- **October-** Planning Commission approved the project with the following conditions, requiring the applicant to: (1) widen the pavement for 27th Street by four feet within the existing public right-of-way to allow a wider drivable street and retain the street parking; and (2) provide landscaping. Neighbor issues focused on safety and traffic concerns in the surrounding area;
- **November-** City Council requested that the item be reviewed, applicant advised and hearing scheduled; and
- **December** - Notices sent to all property owners and residents within 100 feet of the properties.

BACKGROUND

On February 26, 2015, two Coastal Development Permits and Subdivision Map applications were submitted requesting approval to demolish an existing duplex, also known as the Peck House, and construct two new two-unit condominium projects on each lot. The Manhattan Beach Municipal Code and Local Coastal Program authorize the Community Development Director (“Director”) to issue a coastal development permit (“CDP”) and approve two lot subdivisions, subject to reasonable conditions. Staff reviewed the submittals and provided notice of the projects on July 8, 2015 to the surrounding neighbors within the required 100 feet of the subject properties. On July 23, 2015, the Director issued the Coastal Development Permits and approved the subdivisions for the demolition of the existing duplex and construction of the new condominiums. On August 6, 2015, an appeal was filed by the neighbors residing at 420 27th Street, located two properties to the east (to the rear) of the subject property and other nearby property owners. On October 14, 2015, the Planning Commission approved the projects, denied the appeal and upheld the Community Development Director’s decision with additional conditions to widen the pavement for 27th Street by four feet within the existing public right-of-way.

Pursuant to the Municipal Code, any Councilmember may request review of a Planning Commission quasi-judicial decision within 20 days following the decision. The Mayor timely requested that the item be reviewed by the City Council. For all requests for review, it shall be presumed that the reason for the request is that the decision may have significant and material effects on the quality of life within the City, or that the subject matter of the decision may have City-wide importance warranting review and determination by City’s elected officials. Bias shall not be presumed or inferred due to a request for review. The applicant and appellants were notified, as well as all property owners and residents within 100 feet of the properties, of the request for review and tonight’s hearing.

STANDARD OF REVIEW:

The Code provides that the Council review hearing shall be conducted as a hearing *de novo*, which means that the Council may take a fresh look at all the evidence related to the projects. The Council may uphold, overturn, or modify the decisions of the Planning Commission. The Council could approve one project and deny the other project. The Council may impose conditions that are reasonably related to the projects. Any Council action shall be made by resolution and supported by findings. Alternatively, the Council may remand the matter for further consideration by the Commission. In the event of a tie vote by the City Council, the decision of the Planning Commission is final.

DISCUSSION:

Existing Site Conditions

The existing 2,444 square foot duplex and two car garage, which is accessed off of Vista Drive, was originally built in 1921, with a number of additions and modifications over the years. The project site is surrounded by Alma Avenue to the west, 27th Street to the north and Vista Drive, an alley, to the east. The site is made up of two legal buildable lots (lots 6 and 7 of Block 28 of Peck's Manhattan Beach Tract). The subject property, like all of the properties along Alma Avenue from Marine Avenue to 36th Street, is zoned RM, Residential Medium Density. To the east across Vista Drive is zoned RS, Single Family Residential, and to the west of Crest Drive is zoned RH, High Density Residential. The site is currently improved with a residential duplex known as the "Peck" house with a free-standing garage and driveway at the rear of the site which is accessible off of Vista Drive. The proposed garages off of Vista Drive will line up with the other existing garages to the south of the properties.

The public right-of-way improvements along 27th Street between Alma Avenue and Vista Drive include a 40 foot right-of-way made up of a 10-foot parkway along both the north and the south sides of 27th Street, as well as 20 feet of paved street for vehicular circulation and parking. There is parallel public parking only on the south side of 27th Street, abutting the subject site, as well as both sides of Alma Avenue. No sidewalk currently exists on either side of 27th Street or along Alma Avenue. Alma has a 50 foot right-of-way with a 20 foot paved roadway width. The corner project proposes that the garages be setback along Alma which would allow 19.5 feet to park vehicles in the driveway without encroaching over the new proposed public walkway. The interior lot garages are not set back as far and provide about 15 feet of clear space in the driveway, enough for compact vehicles. On the east side of Vista Drive, opposite of the subject property, a white edgeline has been painted by the City to demarcate a 4 foot wide area as a pedestrian walking zone as part of the "Safe Routes to School Program" designated route. Children walk along Vista Drive to and from Grandview Elementary School which is located approximately 250 feet southeast of the intersection of Vista Drive and 27th Street.

Proposal- 2616 Alma Avenue (CA 15-05, VTPM 73511)-Interior Lot- RES 15-0063

The proposed structure is a two unit, three-story condominium unit with an attached two-car garage and open guest space for each unit. Garage and guest parking access is proposed to be provided from Alma Avenue and Vista Drive. The total living area proposed is about 5,451 square feet, 2,748 square feet for Unit A and 2,703 square feet for Unit B which will be under the allowable 5,602 square feet for the lot. The total proposed open space of 501 square feet for Unit A and 413 square feet for Unit B will consist of ground level patios, and balconies on the second and third floors. The total open space will comply with the required 15 percent of the total living area. The allowable maximum height limit for the building is 30 feet, as measured from the average of the four corners of the property per MBMC Section 10.60.050, or an elevation of 236.05. The proposed height limit for the building is an elevation of 236.00, which is under the maximum height limit. The project meets all development standard requirements, including setbacks, heights, open space and parking.

Proposal- 2620 Alma Avenue (CA 15-06, VTPM 73086)- Corner Lot- RES 15-0070

The proposed structure is a two unit, three-story residential condominium with an attached

two-car garage, as well as an open guest parking space for each of the units. Garage access is proposed to be provided from Alma Avenue and Vista Drive. The total living area is proposed at about 5,560 square feet (2,817 square feet for Unit A and 2,743 square feet for Unit B) which will be under the maximum 5,602 buildable square feet allowable for the lot. The total open space will comply with the required 15 percent of the total living area, with 423 square feet for Unit A and 412 square feet for Unit B. The allowable maximum height limit for the building is 30 feet, as measured from the average of the four corners of the property or an elevation of 236.94 feet. The proposed height for the building is an elevation of 236.75 feet, which is under the maximum height limit. The wall and landscaping at the corner of 27th Street and Vista Drive will be removed and replaced with low landscaping that will improve visibility at this corner. The project meets all development standard requirements, including setbacks, heights, open space and parking.

Municipal Code (Subdivision) and Local Coastal Program Requirements

The projects comply with all applicable development standards contained within the City's Zoning Code, as well as Title 11-Subdivisions of the Manhattan Beach Municipal Code. Furthermore, each of the projects are in accordance with the development standards of the Manhattan Beach Local Coastal Program, as well as the objectives and policies, as described above and as follows:

"A. That the project as described in the application and accompanying materials, as modified by any conditions of approval, conforms with the certified Manhattan Beach Local Coastal Program

1. The proposed structure is consistent with the building scale in the coastal zone neighborhood and complies with the applicable standards of the Manhattan Beach Local Coastal Program.
2. The proposed structure is consistent with building density standards of the Local Coastal Program in that it proposes a floor area ratio factor less than the allowable.
3. The proposed structure will be consistent with the 30-foot Coastal Zone residential height limit. This is consistent with the residential development of the Land Use Plan, Policy II.B.1-3 as follows:
 1. Maintain building scale in coastal zone residential neighborhoods.
 2. Maintain residential building bulk control established by development standards.
 3. Maintain Coastal Zone residential height limit not to exceed 30-feet."

Furthermore, the subject projects are each consistent with the following General Plan Goals and Policies:

- Policy LU-1.1: Limit height of new development to three stories where height limit is thirty feet to protect privacy of adjacent properties, reduce shading, protect vistas of the ocean, and preserve low profile image of community
- Policy LU-1.2: Require design of new construction to utilize notches, balconies, rooflines, open space, setbacks and landscaping, or other architectural details to reduce bulk of buildings and add visual interest to streetscape

- Policy LU-3.1: Continue to encourage quality design in all new construction
- Goal LU -4: Preserve features of each community neighborhood and develop solutions tailored to each neighborhood's unique characteristics.
- Policy LU -4.2: Development and implement standards for the use of walk-street encroachment areas and public right-of-way areas.
- Policy LU-4.6: When public improvements are made, they should preserve and maintain distinctive neighborhood characteristics.

Also, each project complies with the State Subdivision Map Act Section 66474 and Tentative Parcel Map requirements in Title 11 of the Manhattan Beach Municipal Code as public improvements are required, it is consistent with the General Plan and Local Coastal Program as stated above, complies with Municipal Code Title 10 zoning regulations for development and density of the subject lots, and that the improvements are not likely to cause substantial environmental damage, serious public health problems or conflict with any public easements.

Department Comments

Staff requested comments from the City Traffic Engineer, City Engineer, and the Fire and Police Departments.

The Fire Marshall inspected the site and surrounding areas prior to the Planning Commission meeting and made recommendations for the applicant to improve emergency vehicle and pedestrian access to the neighborhood. Currently there is street parking on the south side of 27th Street adjacent to the property, which is generally consistent with the neighborhood. The roadway on 27th Street is currently approximately 20 feet wide, which includes about 8 feet for public parallel parking with a 40 foot total public right-of-way width. The undeveloped public right-of-way on the south side of 27th Street is approximately 10 feet wide and the Fire Department recommended that the street parking be retained and that the street be widened by about 4 feet on the south side, plus a 4 foot sidewalk, 2 feet of landscaping, and ADA access ramps at the two corners. This would improve access for emergency vehicles, trash trucks and other vehicles, as well as provide pedestrian access along 27th Street adjacent to the property starting from the walkway along Vista Drive, for access to Highland Avenue and the neighborhood.

Along 27th Street there is an existing power pole near the corner of Vista Drive and a fire hydrant near the corner of Alma Avenue. Landscaped bulb-outs at the corners with rolled curbs in these areas were recommended to accommodate the existing improvements without having the applicant relocate them.

The Public Works City Engineer, Police Department and City Traffic Engineer also inspected the site and supported this recommendation. Staff met with the applicants and discussed the concerns with emergency vehicle and pedestrian access to the neighborhood and the opportunities to enhance access.

Staff recommended to the Planning Commission that the applicant be required to install these improvements as conditions for the projects. The Planning Commission imposed as conditions street widening and parkway improvements. However, the Commission did not require a sidewalk as a condition of approval for the project, and specifically concurred that it

did not want a sidewalk. The applicant would be responsible for construction of these improvements in the adjacent public right-of-way.

In making these recommendations to the Planning Commission staff indicated that this is an opportunity to take a step to improve access for the benefit and betterment of the neighborhood and the community as a whole, now and in the future. As 27th Street is one of the few streets that Fire emergency vehicles can access, due to the narrow streets and tight turning radius, staff relayed to the Commission that it is important to enhance access in this area. The recommended improvements would also provide connectivity and are consistent with other planned Highway Safety Improvement Program (HSIP) grant improvements in the area including botts dots along the Vista Drive white edgeline walking area, and crosswalk signage and flashing pedestrian crossing beacons at 27th Street and Highland Avenue.

The Police Department also indicated that there had been complaints in the past in the area surrounding the school about traffic particularly during morning drop-off and afternoon pickup. In 2008 the City conducted a Grandview School Study and developed a Neighborhood Traffic Management Plan. A number of measures and improvements were approved and completed since that time, including the white edgeline that defines a pedestrian walking area on Vista Drive between 24th and 33rd Street. The Police Department provided incident reports within the last two years for the surrounding area of 27th Street, Vista Drive and Alma Avenue. Based on the incident reports and per the Police Department, no traffic collision or accidents occurred during that time.

Planning Commission Meeting

After considering the projects on October 14, 2015, the Commission approved the projects on a 3-2 vote subject to the following conditions to widen 27th Street by four feet and to landscape the public parkway between the project site and 27th Street. While the Planning Commission was unanimously in support of the projects, two of the Commissioners did not agree with conditioning the project to require the increased roadway width on 27th Street. Discussion focused on pedestrian safety and traffic/circulation in the surrounding area which were cited by the appellant as issues in the neighborhood. Overall, the entire Planning Commission was in support of the projects, in that they are in compliance with all development standards and zoning regulations as contained within Titles 10 and 11 of the Manhattan Beach Municipal Code and the Local Coastal Program. However, two of the Planning Commissioners did not believe that widening 27th Street by four feet within the existing public right-of-way addressed the traffic and pedestrian safety issues raised by the neighbors. The Commission did not impose as a condition a sidewalk along 27th Street, as recommended by staff, due to a lack of broader neighborhood connectivity.

Other Planning Commission Considerations

The alley along Vista is narrow (15 feet) and the setback required by the Zoning Code for the garages along Vista Drive is 7'-6" to the rear property line. This does not allow adequate room to park a vehicle parallel to the garage without encroaching into the alley. The Fire Department raised a concern that in these situations people will often park vehicles in the driveway which limits emergency vehicle access. Staff had recommended that the Planning Commission discuss this concern and determine if it may be appropriate in this situation to provide a wider garage setback off the alley, 8 or 9 feet, so that vehicles parked in front of driveways will not overhang onto Vista Drive. After review and discussion the Commission

did not feel that any further project revisions were necessary.

Applicant and Public Comments

The applicant held a neighborhood meeting prior to the Planning Commission meeting at the site on September 24, 2015. The project was presented to the neighbors and questions were responded to at the meeting. The applicant verbally indicated to staff that the neighbors raised concerns about school overcrowding, parking, traffic and safety for school children and other pedestrians in the Vista Drive alley. Staff received signed correspondence from eight individuals prior to the Planning Commission with concerns similar to the appellant, stating that the development of the four new condominiums would worsen the intersection of 27th Street and Vista Drive.

ENVIRONMENTAL REVIEW:

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the project is Categorical Exempt under CEQA Section 15303 (Class 3 - New Construction).

LEGAL REVIEW:

The City Attorney has approved as to form the Resolutions.

CONCLUSION:

Staff mailed notices for the subject appeal on December 2, 2015 and published notice of the City Council meeting in the Beach Reporter on December 3, 2015. The proposed projects comply with all of the City's standards and therefore, staff recommends that the City Council conduct the public hearing, review, discuss, and adopt the attached Resolutions conditionally approving the projects. The Resolutions approve the Coastal Permits, as well as the Subdivision Maps, for 2616 (CA 15-05, VTPM 73511 and RES 15-0063) and 2620 (CA 15-06, VTPM 73086 and RES 15-0070) Alma Avenue, with two conditions: widen the pavement for 27th Street by four feet; and provide landscaping within the existing public right-of-way.

Attachments:

1. Draft Resolution No. 15-0063
2. Draft Resolution No. 15-0070
3. Planning Commission Staff Report and Attachments - October 14, 2015
4. Late Planning Commission input-Email received on October 14, 2015
5. Planning Commission Final Minutes - October 14, 2015
6. Email attachment from resident dated - December 7, 2015
7. PowerPoint presentation

RESOLUTION NO. 15-0063

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING, SUBJECT TO CONDITIONS, A COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION OF AN EXISTING STRUCTURE AND DEVELOPMENT OF TWO CONDOMINIUM UNITS AND A TWO-UNIT CONDOMINIUM SUBDIVISION LOCATED AT 2616 ALMA AVENUE (CEQA CATEGORICAL EXEMPTION)

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

Section 1. On February 26, 2015, Matt Morris Development (“Applicant”) submitted an application for a coastal development permit (“CDP”) to demolish an existing duplex and develop two condominiums and a subdivision parcel map (“Parcel Map”) to subdivide the property for two condominium units (“Project”) at 2616 Alma Avenue. The lot is legally described as Lot 7, Block 28 of Peck’s Manhattan Beach Tract. Pursuant to applicable provisions of the Manhattan Beach Municipal Code and Manhattan Beach Local Coastal Program, the Community Development Director (“Director”) may issue a CDP and approve Parcel Maps, subject to reasonable conditions. Staff provided notice of the Project on July 8, 2015 to the owners and residents of all property within 100 feet of the subject property. On July 23, 2015, the Director issued the CDP and approved the Parcel Map for the demolition of the existing duplex and development of two condominium units, subject to the City’s standard CDP and parcel map conditions, and two “special conditions” that are typically imposed on all similar projects. On August 6, 2015, Suzanne and Hugh Kretschmer appealed the CDP. The Kretschmers reside at 420 27th Street, located to the east (the rear) of the subject property. The Kretschmers attached additional documentation to the appeal, indicated that a number of Manhattan Beach residents oppose the demolition and construction of the proposed condominiums.

Section 2. On October 14, 2015, the Planning Commission held a duly noticed hearing to consider the appeal. After considering the evidence presented and listening to public comments, the Planning Commission approved the Project, subject to the conditions imposed by the Director and two additional conditions: The Applicant shall widen the pavement within the existing public right-of-way for 27th Street by four feet; and the Applicant shall provide landscaping within the existing public right-of-way.

Section 3. Pursuant to the Municipal Code, any Councilmember may request review of a Planning Commission quasi-judicial decision within 20 days following the decision. The Mayor timely requested that the item be reviewed by the City Council. For all requests for review, it shall be presumed that the reason for the request is that the decision may have significant and material effects on the quality of life within the City, or that the subject matter of the decision may have City-wide importance

warranting review and determination by the City's elected officials. Bias shall not be presumed or inferred due to a request for review. The Applicant was notified, as well as all property owners and residents within 100 feet of the properties, of the request for review and hearing.

Section 4. On December 15, 2015, the City Council conducted a duly noticed hearing *de novo* on the Project. The Council considered the evidence, both written and oral, presented at the meeting, including the staff report and all of its attachments, and comments made by members of the public.

Section 5. Based upon the foregoing, and substantial evidence in the record, the City Council hereby adopts the findings set forth in the Community Development Director's approval of Project No: CA 15-05 and VTPM 73511, which are hereby incorporated by this reference.

Section 6. Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the project is Categorically Exempt under CEQA Section 15303 (Class 3 – New Construction).

Section 7. Based on the foregoing facts and findings and the substantial evidence entered into the record, and pursuant to State law and the City's Municipal Code, the City Council hereby exercises its independent judgment and approves the Project, subject to the conditions set forth in the Director's approval of Project No: CA 15-05 and VTPM 7351. The Director's conditions are hereby incorporated by this reference.

Section 8. The Applicant shall record a covenant, satisfactory in form and content to the City Attorney, accepting the conditions of approval set forth in this Resolution. The covenant shall include a copy of this Resolution as an exhibit. The executed covenant shall be delivered to the Department of Community Development within 30 days of the date of this Resolution. At the time of delivery of the covenant, all fees necessary to record the document with the County Recorder shall be paid to the City.

Section 9. Section 1094.6 of the California Code of Civil Procedure governs the time within which judicial review, if available, of the City Council's decision must be sought, unless a shorter time is provided by other applicable law. The City Clerk shall send a certified copy of this Resolution to the Applicant and other interested parties.

Section 10. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED December __, 2015.

Ayes:
Noes:
Absent:

Abstain:

Mark Burton, Mayor
City of Manhattan Beach

Attest:

Liza Tamura, City Clerk

RESOLUTION NO. 15-0070

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING, SUBJECT TO CONDITIONS, A COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION OF AN EXISTING STRUCTURE AND DEVELOPMENT OF TWO CONDOMINIUM UNITS AND A TWO-UNIT CONDOMINIUM SUBDIVISION LOCATED AT 2620 ALMA AVENUE (CEQA CATEGORICAL EXEMPTION)

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

Section 1. On February 26, 2015, Matt Morris Development (“Applicant”) submitted an application for a coastal development permit (“CDP”) to demolish an existing duplex and develop two condominiums and a subdivision parcel map (“Parcel Map”) to subdivide the property for two condominium units (“Project”) at 2620 Alma Avenue. The lot is legally described as Lot 6, Block 28 of Peck’s Manhattan Beach Tract. Pursuant to applicable provisions of the Manhattan Beach Municipal Code and Manhattan Beach Local Coastal Program, the Community Development Director (“Director”) may issue a CDP and approve Parcel Maps, subject to reasonable conditions. Staff provided notice of the Project on July 8, 2015 to the owners and residents of all property within 100 feet of the subject property. On July 23, 2015, the Director issued the CDP and approved the Parcel Map for the demolition of the existing duplex and development of two condominium units, subject to the City’s standard CDP and parcel map conditions, and two “special conditions” that are typically imposed on all similar projects. On August 6, 2015, Suzanne and Hugh Kretschmer appealed the CDP. The Kretschmers reside at 420 27th Street, located to the east (the rear) of the subject property. The Kretschmers attached additional documentation to the appeal, indicated that a number of Manhattan Beach residents oppose the demolition and construction of the proposed condominiums.

Section 2. On October 14, 2015, the Planning Commission held a duly noticed hearing to consider the appeal. After considering the evidence presented and listening to public comments, the Planning Commission approved the Project, subject to the conditions imposed by the Director and two additional conditions: The Applicant shall widen the pavement within the existing public right-of-way for 27th Street by four feet; and the Applicant shall provide landscaping within the existing public right-of-way.

Section 3. Pursuant to the Municipal Code, any Councilmember may request review of a Planning Commission quasi-judicial decision within 20 days following the decision. The Mayor timely requested that the item be reviewed by the City Council. For all requests for review, it shall be presumed that the reason for the request is that the decision may have significant and material effects on the quality of life within the City, or that the subject matter of the decision may have City-wide importance

warranting review and determination by the City's elected officials. Bias shall not be presumed or inferred due to a request for review. The Applicant was notified, as well as all property owners and residents within 100 feet of the properties, of the request for review and hearing.

Section 4. On December 15, 2015, the City Council conducted a duly noticed hearing *de novo* on the Project. The Council considered the evidence, both written and oral, presented at the meeting, including the staff report and all of its attachments, and comments made by members of the public.

Section 5. Based upon the foregoing, and substantial evidence in the record, the City Council hereby adopts the findings set forth in the Community Development Director's approval of Project No: CA 15-06 and VTPM 73086, which are hereby incorporated by this reference.

Section 6. Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the project is Categorically Exempt under CEQA Section 15303 (Class 3 – New Construction).

Section 7. Based on the foregoing facts and findings and the substantial evidence entered into the record, and pursuant to State law and the City's Municipal Code, the City Council hereby exercises its independent judgment and approves the Project, subject to the following conditions:

1. The conditions set forth in the Director's approval of Project No: CA 15-06 and VTPM 73086;
2. The Applicant shall widen the pavement within the existing public right-of-way for 27th Street by four feet in accordance with City construction standards required by the City's Public Works Director; and
3. The Applicant shall provide landscaping within the existing public right-of-way to the satisfaction of the City's Community Development Director.

The Director's conditions are hereby incorporated by this reference.

Section 8. The Applicant shall record a covenant, satisfactory in form and content to the City Attorney, accepting the conditions of approval set forth in this Resolution. The covenant shall include a copy of this Resolution as an exhibit. The executed covenant shall be delivered to the Department of Community Development within 30 days of the date of this Resolution. At the time of delivery of the covenant, all fees necessary to record the document with the County Recorder shall be paid to the City.

Section 9. Section 1094.6 of the California Code of Civil Procedure governs the time within which judicial review, if available, of the City Council's decision must be

sought, unless a shorter time is provided by other applicable law. The City Clerk shall send a certified copy of this Resolution to the Applicant and other interested parties.

Section 10. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED December __, 2015.

Ayes:
Noes:
Absent:
Abstain:


Mark Burton, Mayor
City of Manhattan Beach



Attest:

Liza Tamura, City Clerk

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

TO: Planning Commission

FROM: Marisa Lundstedt, Director of Community Development 

BY: Angelica Ochoa, Associate Planner 
Rafael Garcia, Assistant Planner 

DATE: October 14, 2015

SUBJECT: Appeal of two Coastal Development Permits No. CA 15-05 (VTPM 73511) and CA 15-06 (VTPM 73086) and Subdivision Maps for the demolition of a duplex and construction of two three-story residential condominium units on each of the two lots, for a total of four new condominium units located at 2616 and 2620 Alma Avenue

RECOMMENDATION

Staff recommends that the Planning Commission take public comments, review and discuss the project, and uphold the Community Development Director's decision to **APPROVE** the Coastal Development Permits and Subdivision Maps for the construction of the two new condominiums on each of the two lots, with additional conditions, and **DENY** the subject appeal.

APPELLANT

Hugh and Suzanne Kretschmer
420 27th Street
Manhattan Beach, CA 90266

APPLICANT

2620 Alma Avenue, LLC/Matt Morris Dev.
3508 Highland Avenue
Manhattan Beach, CA 90266

BACKGROUND

On February 26, 2015, two Coastal Development Permit and Subdivision Map applications were submitted to the Community Development Department to request approval to demolish an existing duplex and construct two new two-unit condominium units. The existing 2,444 square foot duplex and two car garage, which is accessed off of Vista Drive, was built in 1921, on a legal double lot, 66' by 105', at the southeast corner of 27th Street and Alma Avenue. (Exhibit A). The original 630 square foot house, commonly known as the George Peck house, was added onto several times since the early 1900s. The proposed project is to construct two three-story residential condominium units, with enclosed two-car garages and guest parking spaces on each of the two lots, for a total of four new condominium units. A Coastal Development Permit is required for each of the subject projects, in that the lots are located in the Coastal non-appealable area of the City, which allows the City to make a final decision on the application. Subdivision Maps are required for the condominium development. The projects are located in Area District III and zoned Residential Medium Density (RM). Each lot is a full lot (33.34' x 105'), approximately 3,500 square feet in area. The surrounding area is a mix of two and three story single family and multi-family residences, condominiums and duplexes.

Staff reviewed the submitted plans and sent a notice of the proposed projects on July 8, 2015 to the surrounding neighbors within the required 100 feet of the subject property. The Coastal Development Permits approving the demolition of the existing duplex and construction of the new condominiums was approved on July 23, 2015 by the Community Development Director. (Exhibit B).

APPEAL

On August 6, 2015, an appeal was filed by the appellants who live at 420 27th Street located two properties to the east (rear) of the subject property and other nearby property owners (Exhibit C). According to Section A.96.160.A. of the City of Manhattan Beach Local Coastal Program, Appeals, the decision or action of the Community Development Department Director may be appealed to the Planning Commission. The appellants indicated that the intersection located at 27th Street and Vista Drive is a traffic hazard due to congestion and the project will put young children attending Grandview Elementary School in danger.

DISCUSSION

Existing Site Conditions

The project site is surrounded by Alma Avenue to the west, 27th Street to the north and Vista Drive, an alley, to the east. The site is made up of two legal buildable lots (lots 6 and 7 of Block 28 of Peck's Manhattan Beach Tract). The subject property, like all of the properties along Alma Avenue from Marine Avenue to 36th Street, is zoned RM. To the east across Vista Drive is zoned RS, Single Family Residential, and to the west of Crest Drive is zoned RH, High Density Residential. The site is currently improved with a residential duplex known as the "Peck" house with a free-standing garage and driveway at the rear of the site which is accessible off of Vista Drive. The proposed garages off of Vista Drive will line up with the other existing garages to the south of the properties.

The public right-of-way improvements along 27th Street between Alma Avenue and Vista Drive include a 40 foot right-of-way made up of a 10-foot parkway along both the north and the south sides of 27th Street, as well as 20 feet of paved street for vehicular circulation and parking. There is parallel public parking only on the south side of 27th Street, abutting the subject site, as well as both sides of Alma Avenue. No sidewalk currently exists on either side of 27th Street or along Alma Avenue. Alma has a 50 foot right-of-way with a 20 foot paved roadway width. The corner project proposes that the garages be setback along Alma which would allow 19.5 feet to park vehicles in the driveway without encroaching over the new proposed walkway. The interior lot garages are not set back as far and provide about 15 feet of clear space in the driveway, enough for compact vehicles. On the north side of Vista Drive, opposite of the subject property, a white edgeline has been painted by the City to demarcate a 4 foot wide area as a pedestrian walking zone as part of the "Safe Routes to School Program" designated route. Children walk along Vista Drive to and from Grandview Elementary School which is located approximately 250 feet southeast of the intersection of Vista Drive and 27th Street.

Proposed Building- 2616 Alma Avenue (CA 15-05, VTPM 73511)-Interior Lot

The proposed structure is a two unit, three-story condominium unit with an attached two-car garage and open guest space for each unit. Garage and guest parking access is proposed to be provided from Alma Avenue and Vista Drive. The total living area proposed is about 5,451 square feet, 2,748 square feet for Unit A and 2,703 square feet for Unit B which will be under the allowable 5,602 square feet for the lot. The total proposed open space of 501 square feet for Unit A and 413 square feet for Unit B will consist of ground level patios, and balconies on the second and third floors. The total open space will comply with the required 15 percent of the total living area. The allowable maximum height limit for the building is 30 feet, as measured from the average of the four corners of the property per MBMC Section 10.60.050, or an elevation of 236.05. The proposed height limit for the building is an elevation of 236.00, which is under the maximum height limit. The project meets all development standard requirements, including setbacks, heights, open space and parking.

Proposed Building- 2620 Alma Avenue (CA 15-06, VTPM 73086)- Corner Lot

The proposed structure is a two unit, three-story residential condominium with an attached two-car garage, as well as an open guest parking space for each of the units. Garage access is proposed to be provided from Alma Avenue and Vista Drive. The total living area is proposed at about 5,560 square feet (2,817 square feet for Unit A and 2,743 square feet for Unit B) which will be under the maximum 5,602 buildable square feet allowable for the lot. The total open space will comply with the required 15 percent of the total living area, with 423 square feet for Unit A and 412 square feet for Unit B. The allowable maximum height limit for the building is 30 feet, as measured from the average of the four corners of the property or an elevation of 236.94 feet. The proposed height for the building is an elevation of 236.75 feet, which is under the maximum height limit. The wall and landscaping at the corner of 27th Street and Vista Drive will be removed and replaced with low landscaping that will improve visibility at this corner. The project meets all development standard requirements, including setbacks, heights, open space and parking.

Subject Appeal (Exhibit C)

Appellants Hugh and Suzanne Kretschmer, property owners of 420 27th Street, are appealing the proposed project because they believe that there is already too much traffic congestion at the intersection of 27th Street and Vista Drive (northeast corner of the site). The appellants indicated that the intersection is a traffic hazard due to congestion. They believe that it is too dangerous to have this project at this location. They state that the increased car traffic from other conversions in the neighborhood already make this a dangerous route for children walking to and from school and adding four more residences on this busy corner will compound the situation. The appellant's petition states that they are against the new project in the interest of safety for children; they believe the students attending Grandview School will be put in danger

Municipal Code (Subdivision) and Local Coastal Program Requirements

The project complies with all applicable development standards contained within the City's Zoning Code, as well as Title 11-Subdivisions of the Manhattan Beach Municipal Code. Furthermore, the project is in accordance with the development standards of the Manhattan Beach Local Coastal Program, as well as the objectives and policies, as described above and as follows:

A. That the project, as described in the application and accompanying materials, as modified by any conditions of approval, conforms with the certified Manhattan Beach Local Coastal Program

- a) The proposed structure is consistent with the building scale in the coastal zone neighborhood and complies with the applicable standards of the Manhattan Beach Local Coastal Program.
- b) The proposed structure is consistent with building density standards of the Local Coastal Program in that it proposes a floor area ratio factor less than the allowable.
- c) The proposed structure will be consistent with the 30-foot Coastal Zone residential height limit. This is consistent with the residential development of the Land Use Plan, Policy II.B.1-3 as follows:
 1. Maintain building scale in coastal zone residential neighborhoods.
 2. Maintain residential building bulk control established by development standards.
 3. Maintain Coastal Zone residential height limit not to exceed 30-feet.

Furthermore, the subject project is consistent with the following General Plan Goals and Policies:

- Policy LU-1.1: Limit height of new development to three stories where height limit is thirty feet to protect privacy of adjacent properties, reduce shading, protect vistas of the ocean, and preserve low profile image of community
- Policy LU-1.2: Require design of new construction to utilize notches, balconies, rooflines, open space, setbacks and landscaping, or other architectural details to reduce bulk of buildings and add visual interest to streetscape
- Policy LU-3.1: Continue to encourage quality design in all new construction
- Goal LU -4: Preserve features of each community neighborhood and develop solutions tailored to each neighborhood's unique characteristics.
- Policy LU -4.2: Development and implement standards for the use of walk-street encroachment areas and public right-of-way areas.
- Policy LU-4.6: When public improvements are made, they should preserve and maintain distinctive neighborhood characteristics.

Department Comments

Staff requested comments from the City Traffic Engineer, City Engineer, and the Fire and Police Departments.

The Fire Marshall inspected the site and surrounding areas and made recommendations for the applicant to improve emergency vehicle and pedestrian access to the neighborhood. Currently there is street parking on the south side of 27th Street adjacent to the property, which is generally consistent with the neighborhood. The roadway on 27th Street is currently approximately 20 feet wide, which includes about 8 feet for public parallel parking with a 40 foot total public right-of-way width. The undeveloped public right-of-way on the south side of 27th Street is approximately 10 feet wide and the Fire Department is recommending that the street parking be retained and that the street be widened by about 4 feet on the south side, plus a 4 foot sidewalk, 2

feet of landscaping, and ADA access ramps at the two corners. This will improve access for emergency vehicles, trash trucks and other vehicles, as well as provide pedestrian access along 27th Street adjacent to the property starting from the walkway along Vista Drive, for access to Highland Avenue and the neighborhood. A new walkway along Alma Avenue will connect with the sidewalk along 27th Street.

Along 27th Street there is an existing power pole near the corner of Vista Drive and a fire hydrant near the corner of Alma Avenue. Landscaped bulb-outs at the corners with rolled curbs in these areas are recommended to accommodate these existing improvements without the applicant relocating them. The bulb-outs will define the parallel street parking area along 27th Street, accommodate the ADA access ramps and provide the rolled curbs for emergency vehicle turning radius enhancement.

The Public Works City Engineer, Police Department and City Traffic Engineer also inspected the site and support this recommendation. Staff met with the applicants and discussed the concerns with emergency vehicle and pedestrian access to the neighborhood and the opportunities to enhance access. The applicant has concerns with the proposal and they are exploring their options, but they are willing to work with staff to meet the goals and find a solution that works for everyone. Staff is recommending that these improvements become a condition for the project if approved, and the applicant would be responsible for construction of these improvements in the adjacent public right-of-way.

The Police Department further indicated that there have been complaints in the past in the area surrounding the school about traffic particularly during morning drop-off and afternoon pickup. In 2008 the City conducted a Grandview School Study and developed a Neighborhood Traffic Management Plan. A number of measures and improvements were approved and completed since that time, including the white edgeline that defines a pedestrian walking area on Vista Drive between 24th and 33rd Street. The Police Department provided incident reports within the last two years for the surrounding area of 27th Street, Vista Drive and Alma Avenue. Based on the incident reports and per the Police Department, no traffic collision or accidents have occurred during that time.

Staff believes that this is an opportunity to take a step to improve access for the benefit and betterment of the neighborhood and the community as a whole, now and in the future. As 27th Street is one of the few streets that Fire emergency vehicles can access, due to the narrow streets and tight turning radius, it is important to enhance access in this area. The recommended improvements will also provide connectivity and are consistent with other planned Highway Safety Improvement Program (HSIP) grant improvements in the area including botts dots along the Vista Drive white edgeline walking area, and crosswalk signage and flashing pedestrian crossing beacons at 27th Street and Highland Avenue.

Other Considerations

The alley along Vista is narrow (15 feet) and the setback required by the Zoning Code for the garages along Vista Drive is 7'-6" to the rear property line. This does not allow adequate room to park a vehicle parallel to the garage without encroaching into the alley. The Fire Department has raised a concern that in these situations people will often park vehicles in the driveway which

limits emergency vehicle access. Staff recommends that the Planning Commission discuss this concern and determine if it may be appropriate in this situation to provide a wider garage setback off the alley, 8 or 9 feet, so that vehicles parked in front of driveways will not overhang onto Vista Drive.

Applicant and Public Comments

The applicant held a neighborhood meeting at the site on September 24th, 2015. The project was presented to the neighbors and questions were responded to at the meeting. The applicant verbally indicated to staff that the neighbors raised concerns about school overcrowding, parking, traffic and safety for school children and other pedestrians in the Vista Drive alley. The applicant will be able to respond to questions from the Commission on the details of the meeting. Staff received signed correspondence from eight individuals with concerns similar to the appellant, stating that the development of the four new condominiums will only worsen the intersection of 27th Street and Vista Drive.

CONCLUSION

Staff mailed notices for the subject appeal on September 30, 2015 and published notice of the Planning Commission meeting in the Beach Reporter on October 1, 2015. Staff's recommendation to uphold the Director's decision, approve the subject projects, Coastal Development Permit CA 15-05 and CA 15-06, and deny the subject appeal, is based on the facts that the project complies with MBMC Subdivision, the Local Coastal Program requirements, and General Plan Goals and Policies. Public right-of-way improvements as recommended by Fire and other Departments can be incorporated to improve the overall conditions and pedestrian and vehicular access to the surrounding streets in the area. The Planning Commission may also consider providing direction to staff regarding the setback for the garages along Vista Drive.

The proposed project complies with all of the City's standards and therefore, staff recommends that the Planning Commission take public comments, review and discuss the proposed project and uphold the Community Development Director's decision to approve the Coastal Permits for 2616 (CA 15-05) and 2620 (CA 15-06) Alma Avenue, as well as the Subdivision Maps, with additional conditions, and deny the subject appeal.

Attachments:

- Exhibit A – Vicinity Map
- Exhibit B – Coastal Development Permits (CA 15-05 and CA 15-06)
- Exhibit C – Appellant's Documentation
- Exhibit D – Proposed Plans

Vicinity Map

2616 & 2620 Alma Avenue



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Coast Development Permit/Parcel Map Findings and Conditions

Project No: CA 15-05 & VTPM 73511

Required Findings: (Per Section A.96.150 of the Local Coastal Program and Title 11 of the Municipal Code)

Written findings are required for all decisions on Coastal Development Permits. Such findings must demonstrate that the project, as described in the application and accompanying material, or as modified by any conditions of approval, conforms with the certified Manhattan Beach Local Coastal Program.

1. The property is located within Area District III (Beach Area) and is zoned Residential Medium Density, RM.
2. The General Plan and Local Coastal Program/Land Use Plan designation for the property is Medium Density Residential.
3. The project is consistent with the residential development policies of the Manhattan Beach Local Coastal Program, specifically Policies II. B.1, 2, & 3, as follows:

II.B.1: The proposed structure is consistent with the building scale in the coastal zone neighborhood and complies with the applicable standards of the Local Coastal Program-Implementation Plan;

II.B.2: The proposed structure is consistent with the residential bulk control as established by the development standards of the Local Coastal Program-Implementation Plan;

II.B.3: The proposed structure is consistent with the 30' Coastal Zone residential height limit as required by the Local Coastal Program-Implementation Plan.

4. The project is consistent with the public access and recreation policies of Chapter 3 of the California Coastal Act of 1976, as follows;

Section 30212 (a) (2): The proposed structure does not impact public access to the shoreline, adequate public access is provided and shall be maintained along Alma Avenue, 27th Street and Vista Drive.

Section 30221: Present and foreseeable future demand for public or commercial recreational activities that could be accommodated on the property is already adequately provided for in the area.

5. The proposed use is permitted in the RM zone and is in compliance with the City's General Plan designation of Medium Density Residential; the project will not be detrimental to the public health, safety or welfare of persons residing or working in or adjacent to the neighborhood of such use; and will not be detrimental to properties or improvements in the vicinity or to the general welfare of the City.
6. The proposed parcel map complies with the State Subdivision Map Act and Title 11 of the Manhattan Beach Municipal Code.

Standard Coastal Development Permit Conditions:

1. Notice of Receipt and Acknowledgment. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Community Development Department.
2. Expiration. The Coastal Development Permit shall expire three years from the date of approval, consistent with the required subdivision approval (see parcel map conditions).
3. Compliance. All development must occur in strict compliance with the proposal as set forth in the application for permit, subject to any special conditions set forth below. Any deviation from the approved plans must be reviewed and approved by the Director of Community Development.
4. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Director of Community Development.
5. Inspections. The Community Development Department staff shall be allowed to inspect the site and the development during construction subject to 24-hour advance notice.
6. Assignment. The permit may be assigned to any qualified persons subject to submittal of the following information to the Director of Community Development:
 - a. A completed application and application fee as established by the City's Fee Resolution;
 - b. An affidavit executed by the assignee attesting to the assignee's agreement to comply with the terms and conditions of the permit;

- c. Evidence of the assignee's legal interest in the property involved and legal capacity to undertake the development as approved and to satisfy the conditions required in the permit;
 - d. The original permittee's request to assign all rights to undertake the development to the assignee; and,
 - e. A copy of the original permit showing that it has not expired.
7. Terms and Conditions are Perpetual. These terms and conditions shall be perpetual, and it is the intention of the Director of Community Development and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

Standard Parcel Map Conditions:

- 1. Electrical, telephone, cable television system, and similar service wires and cables shall be installed underground to the appropriate utility pole(s) in compliance with all applicable Building and Electrical Codes, safety regulations, and orders, rules of the Public Utilities Commission, the serving utility company, and specifications of the Public Works Department.
- 2. All defective or damaged curb, gutter, street paving, and sidewalk improvements shall be removed and replaced with standard improvements, subject to the approval of the Public Works Department.
- 3. Each new condominium shall have separate water and sewer laterals as approved by the Director of Public Works.
- 4. A property line clean out is required for each unit.
- 5. Backwater valves shall be installed as required by the Department of Public Works.
- 6. A Traffic Management Plan shall be submitted in conjunction with the building plans, to be approved by the Police and Public Works Departments prior to issuance of building permits. The plan shall provide for the management of all construction related traffic during all phases of construction, including delivery of materials and parking of construction related vehicles. Driverless vehicles blocking neighbors' driveways without written authorization, and overnight storage of materials in the roadway shall be prohibited.
- 7. Flat roof surfaces shall have pea gravel or comparable decorative treatments.

8. The project shall conform to Section 10.52.110, Residential condominium standards, of the Manhattan Beach Municipal Code.
9. A survey suitable for purposes of recordation shall be performed by a Civil Engineer or Land Surveyor licensed in the State of California, including permanent monumentation of all property corners and the establishment or certification of centerline ties at the intersections of:
 - a. Alma Avenue and 27th Street
 - b. Vista Drive and 27th Street
 - c. 26th Street and Alma Avenue
 - d. 26th Street and Vista Drive
10. The subject tentative map shall be approved for an initial period of 3 years with the option of future extensions.
11. The final parcel map shall be submitted for city approval and recorded by the Los Angeles County Recorder prior to issuance of condominium certificate of occupancy. The map shall bear the following certificates for City signature: Director of Finance; City Engineer; and Community Development Director.

Special Conditions:

1. The project shall be developed in conformance with all applicable development standards of the RM zoning district, and Chapter 2 of the Local Coastal Program - Implementation Program.
2. Any future rooftop solar panels must be within the maximum building height limit of 236.05 as shown on the approved plans.



City Hall 1400 Highland Avenue Manhattan Beach, CA 90266-4795
Telephone (310) 802-5000 FAX (310) 802-5001 TDD (310) 546-3501

COASTAL DEVELOPMENT PERMIT AND PARCEL MAP APPROVAL

Project No: CA 15-06 & VTPM 73086

On July 23, 2015, the Community Development Department of the City of Manhattan Beach granted Matt Morris Development, (property owner) this approval for the development described below, subject to the attached Standard and Special conditions.

Site: 2620 Alma Avenue

Description: Demolition of an existing duplex and construction of two three-story residential condominium units with two car enclosed garage spaces and one open parking guest space for each unit.

Issued by: Rafael Garcia, Assistant Planner (310) 802-5514

COMMUNITY DEVELOPMENT DEPARTMENT
Marisa Lundstedt, Director

Acknowledgment:

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

Signature of Permittee:  Date: 7-23-15

Fire Department Address: 400 15th Street, Manhattan Beach, CA 90266 FAX (310) 802-5200
Police Department Address: 420 15th Street, Manhattan Beach, CA 90266 FAX (310) 802-5100

Coast Development Permit/Parcel Map Findings and Conditions

Project No: CA 15-06 & VTPM 73086

Required Findings: (Per Section A.96.150 of the Local Coastal Program and Title 11 of the Municipal Code)

Written findings are required for all decisions on Coastal Development Permits. Such findings must demonstrate that the project, as described in the application and accompanying material, or as modified by any conditions of approval, conforms with the certified Manhattan Beach Local Coastal Program.

1. The property is located within Area District III (Beach Area) and is zoned Residential Medium Density, RM.
2. The General Plan and Local Coastal Program/Land Use Plan designation for the property is Medium Density Residential.
3. The project is consistent with the residential development policies of the Manhattan Beach Local Coastal Program, specifically Policies II. B.1, 2, & 3, as follows:

II.B.1: The proposed structure is consistent with the building scale in the coastal zone neighborhood and complies with the applicable standards of the Local Coastal Program-Implementation Plan;

II.B.2: The proposed structure is consistent with the residential bulk control as established by the development standards of the Local Coastal Program-Implementation Plan;

II.B.3: The proposed structure is consistent with the 30' Coastal Zone residential height limit as required by the Local Coastal Program-Implementation Plan.

4. The project is consistent with the public access and recreation policies of Chapter 3 of the California Coastal Act of 1976, as follows;

Section 30212 (a) (2): The proposed structure does not impact public access to the shoreline, adequate public access is provided and shall be maintained along Alma Avenue, 27th Street and Vista Drive.

Section 30221: Present and foreseeable future demand for public or commercial recreational activities that could be accommodated on the property is already adequately provided for in the area.

5. The proposed use is permitted in the RM zone and is in compliance with the City's General Plan designation of Medium Density Residential; the project will not be detrimental to the public health, safety or welfare of persons residing or working in or adjacent to the neighborhood of such use; and will not be detrimental to properties or improvements in the vicinity or to the general welfare of the City.
6. The proposed parcel map complies with the State Subdivision Map Act and Title 11 of the Manhattan Beach Municipal Code.

Standard Coastal Development Permit Conditions:

1. Notice of Receipt and Acknowledgment. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Community Development Department.
2. Expiration. The Coastal Development Permit shall expire three years from the date of approval, consistent with the required subdivision approval (see parcel map conditions).
3. Compliance. All development must occur in strict compliance with the proposal as set forth in the application for permit, subject to any special conditions set forth below. Any deviation from the approved plans must be reviewed and approved by the Director of Community Development.
4. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Director of Community Development.
5. Inspections. The Community Development Department staff shall be allowed to inspect the site and the development during construction subject to 24-hour advance notice.
6. Assignment. The permit may be assigned to any qualified persons subject to submittal of the following information to the Director of Community Development:
 - a. A completed application and application fee as established by the City's Fee Resolution;
 - b. An affidavit executed by the assignee attesting to the assignee's agreement to comply with the terms and conditions of the permit;

- c. Evidence of the assignee's legal interest in the property involved and legal capacity to undertake the development as approved and to satisfy the conditions required in the permit;
 - d. The original permittee's request to assign all rights to undertake the development to the assignee; and,
 - e. A copy of the original permit showing that it has not expired.
7. Terms and Conditions are Perpetual. These terms and conditions shall be perpetual, and it is the intention of the Director of Community Development and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

Standard Parcel Map Conditions:

- 1. Electrical, telephone, cable television system, and similar service wires and cables shall be installed underground to the appropriate utility pole(s) in compliance with all applicable Building and Electrical Codes, safety regulations, and orders, rules of the Public Utilities Commission, the serving utility company, and specifications of the Public Works Department.
- 2. All defective or damaged curb, gutter, street paving, and sidewalk improvements shall be removed and replaced with standard improvements, subject to the approval of the Public Works Department.
- 3. Each new condominium shall have separate water and sewer laterals as approved by the Director of Public Works.
- 4. A property line clean out is required for each unit.
- 5. Backwater valves shall be installed as required by the Department of Public Works.
- 6. A Traffic Management Plan shall be submitted in conjunction with the building plans, to be approved by the Police and Public Works Departments prior to issuance of building permits. The plan shall provide for the management of all construction related traffic during all phases of construction, including delivery of materials and parking of construction related vehicles. Driverless vehicles blocking neighbors' driveways without written authorization, and overnight storage of materials in the roadway shall be prohibited.
- 7. Flat roof surfaces shall have pea gravel or comparable decorative treatments.

8. The project shall conform to Section 10.52.110, Residential condominium standards, of the Manhattan Beach Municipal Code.
9. A survey suitable for purposes of recordation shall be performed by a Civil Engineer or Land Surveyor licensed in the State of California, including permanent monumentation of all property corners and the establishment or certification of centerline ties at the intersections of:
 - a. Alma Avenue and 27th Street
 - b. Vista Drive and 27th Street
 - c. 26th Street and Alma Avenue
 - d. 26th Street and Vista Drive
10. The subject tentative map shall be approved for an initial period of 3 years with the option of future extensions.
11. The final parcel map shall be submitted for city approval and recorded by the Los Angeles County Recorder prior to issuance of condominium certificate of occupancy. The map shall bear the following certificates for City signature: Director of Finance; City Engineer; and Community Development Director.

Special Conditions:

1. The project shall be developed in conformance with all applicable development standards of the RM zoning district, and Chapter 2 of the Local Coastal Program - Implementation Program.
2. Any future rooftop solar panels must be within the maximum building height limit of 236.94' as shown on the approved plans.



MASTER APPLICATION FORM

CITY OF MANHATTAN BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

Office Use Only

Date Submitted: 08/06/2015
Received By: [Signature]
F&G Check Submitted: N/A

2620 Alma Avenue

Project Address

Legal Description

General Plan Designation

Zoning Designation

Area District

For projects requiring a Coastal Development Permit, select one of the following determinations¹:

Project located in Appeal Jurisdiction

Project not located in Appeal Jurisdiction

Major Development (Public Hearing required)

Public Hearing Required (due to UP, Var, ME, etc.)

Minor Development (Public Hearing, if requested)

No Public Hearing Required

Submitted Application (check all that apply)

<input checked="" type="checkbox"/> Appeal to PC/PPIC/BBA/JCC	4225	<u>500.00</u>	<input type="checkbox"/> Use Permit (Residential)	4330
<input type="checkbox"/> Coastal Development Permit	4341		<input type="checkbox"/> Use Permit (Commercial)	4330
<input type="checkbox"/> Continuance	4343		<input type="checkbox"/> Use Permit Amendment	4332
<input type="checkbox"/> Cultural Landmark	4336		<input type="checkbox"/> Variance	4331
<input type="checkbox"/> Environmental Assessment	4225		<input type="checkbox"/> Park/Rec Quimby Fee	4425
<input type="checkbox"/> Minor Exception	4333		<input type="checkbox"/> Pre-application meeting	4425
<input type="checkbox"/> Subdivision (Map Deposit)	4300		<input type="checkbox"/> Public Hearing Notice	4339
<input type="checkbox"/> Subdivision (Tentative Map)	4334		<input type="checkbox"/> Lot Merger/Adjust./\$15 rec. fee	4225
<input type="checkbox"/> Subdivision (Final)	4334		<input type="checkbox"/> Zoning Business Review	4337
<input type="checkbox"/> Subdivision (Lot Line Adjust.)	4335		<input type="checkbox"/> Zoning Report	4340
<input type="checkbox"/> Telecom (New or Renewed)	4338		<input type="checkbox"/> Other	

Fee Summary: (See fees on reverse side)

Total Amount: \$ 500.00 (less Pre-Application Fee if applied within past 3 months)

Receipt Number: _____ Date Paid: _____ Cashier: _____

Applicant(s)/Appellant(s) Information

Hugh & Suzanne Kretschmer

Name

420 27th Street, Manhattan Beach, CA 90266

Mailing Address

Neighborhood residents

Applicant(s)/Appellant(s) Relationship to Property

Suzanne Kretschmer (310) 927-3415, skretschmer@verizon.net / Robert Alkin

Contact Person (include relation to applicant/appellant)

Phone number / email

420 27th Street, Manhattan Beach, CA 90266

Address

[Signature]
Applicant(s)/Appellant(s) Signature

310-962-3086
Phone number./email

Complete Project Description- including any demolition (attach additional pages as necessary)

Demolish one single family home and replace with four single family condominiums.

Appeal of CPD Coastal Development Permit

¹ An Application for a Coastal Development Permit shall be made prior to, or concurrent with, an application for any other permit or approvals required for the project by the City of Manhattan Beach Municipal Code. (Continued on reverse)

OWNER'S AFFIDAVIT

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

STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

I/We _____ being duly sworn, depose and say that I am/we are the owner(s) of the property involved in this application and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my/our knowledge and belief(s).

Signature of Property Owner(s) – (Not Owner in Escrow or Lessee)

Print Name

Mailing Address

Telephone/email

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____ by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Notary Public

SEAL

Fee Schedule Summary

Below are the fees typically associated with the corresponding applications. Additional fees not shown on this sheet may apply – refer to current City Fee Resolution (contact the Planning Division for assistance.) Fees are subject to annual adjustment.

Submitted Application (circle applicable fees, apply total to Fee Summary on application)

Coastal Development Permit	
Public hearing – no other discretionary approval required:	\$ 4,673
Public hearing – other discretionary approvals required:	2,061
No public hearing required – administrative:	1,274
Use Permit	
Use Permit:	\$ 6,137
Master Use Permit:	9,468
Master Use Permit Amendment:	4,915
Master Use Permit Conversion:	4,512
Variance	
Filing Fee:	\$ 5,934
Minor Exception	
Without notice:	\$ 1,418
With notice:	1,908
Subdivision	
Certificate of Compliance:	\$ 1,586
Final Parcel Map + mapping deposit:	513
Final Tract Map + mapping deposit:	710
Mapping Deposit (paid with Final Map application):	500
Merger of Parcels or Lot Line Adjustment:	1,106
Quimby (Parks & Recreation) fee (per unit/lot):	1,817
Tentative Parcel Map (4 or less lots / units) No Public Hearing:	1,276
Tentative Parcel Map (4 or less lots / units) Public Hearing:	3,470
Tentative Tract Map (5 or more lots / units):	3,960
Environmental Review (contact Planning Division for applicable fee)	
Environmental Assessment (no Initial Study prepared):	\$ 215
Environmental Assessment (if Initial Study is prepared):	3,006
Fish and Game/CEQA Exemption County Clerk Posting Fee ² :	75
Public Hearing Notice applies to all projects with public hearings and covers the City's costs of envelopes, postage and handling the mailing of public notices. Add this to filing fees above, as applicable:	\$ 69

²Make a separate \$75 check payable to LA County Clerk, **(DO NOT PUT DATE ON CHECK)**

MEMORANDUM

TO: City of Manhattan Beach
 FROM: Concern Citizens of 27th Street and Surrounding Area
 SUBJECT: Proposed 2620 Alma Avenue
 DATE: August 5, 2015

In the interest of the safety of children, we the residents of 27th Street and surrounding area are against the demolition of the residence on 27th Street and Alma in order to build four townhomes/Condominiums. This project will put the young children attending Grandview school in danger.

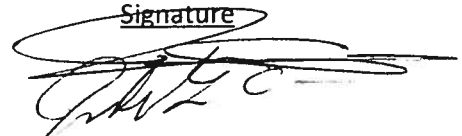
Name

Address

Signature

Robert Akin

429 27th St.



Joseph Coniglio

437 28th St

Diann Clements

Diann Clements

417 27th St.

In Ref

Janice Studwell

424 27th St.

Janice Studwell

~~DEEK ROTH~~

428 27th St.

STANISLAV PAVANACI

May Faynsod

456 26th Pl.

448 27th St

From: **John Argue** john.argue@veritypoint.com
Subject: RE: Sign and Return
Date: August 6, 2015 at 1:40 AM
To: **Bobby Akin** Bobby.Akin@fox.com

MEMORANDUM

TO: City of Manhattan Beach
FROM: Concern Citizens of 27th Street and Surrounding Area
SUBJECT: Proposed 2620 Alma Avenue
DATE: August 5, 2015

In the interest of the safety of children, we the residents of 27th Street and surrounding area are against the demolition of the residence on 27th Street and Alma in order to build four townhomes/Condominiums. This project will put the young children attending Grandview school in danger.

John Argue
401 27th Street
Manhattan Beach, CA 90266

From: Bobby Akin [mailto:Bobby.Akin@fox.com]
Sent: Wednesday, August 5, 2015 7:39 AM
To: John Argue <john.argue@veritypoint.com>
Subject: Re: Sign and Return

Just send me an email that you are traveling and support the petition to halt the project. I'll attach to city forms..

Bobby Akin
Vice President Motorsport and Branded Content
FOX Networks
310 962 3086 - Mobile
424 203 5982 - Office

On Aug 5, 2015, at 12:16 AM, John Argue <john.argue@veritypoint.com> wrote:

Bobby, we are traveling thru Europe. Will try to find a place to print and scan.

----- Original message -----

From: Bobby Akin <Bobby.Akin@fox.com>

Date: 08/04/2015 11:29 PM (GMT+00:00)

To: Julie Argue <j.argue@verizon.net>, John Argue <john.argue@veritypoint.com>

Subject: Sign and Return

John/Julie:

Can you sign the attached and return to me ASAP. I am filing the paperwork with the city on Thursday...

Please forward to anyone you think would sign and ask them to forward to me....

Thanks!

Bobby Akin
Vice President Motorsport and Branded Content
FOX Networks
310 962 3086 - Mobile
424 203 5982 - Office

Begin forwarded message:

From: Bobby Akin <Bobby.Akin@fox.com>

Date: August 4, 2015 at 3:26:18 PM PDT

To: Bobby Akin <Bobby.Akin@fox.com>

Bobby Akin
Vice President, Branded Content
FOX Networks



City Hall 1400 Highland Avenue Manhattan Beach, CA 90266-4795
Telephone (310) 802-5000 FAX (310) 802-5001 TDD (310) 546-3501

COASTAL DEVELOPMENT PERMIT AND PARCEL MAP APPROVAL

Project No: CA 15-05 & VTPM 73511

On July 23, 2015, the Community Development Department of the City of Manhattan Beach granted Matt Morris Development, (property owner) this approval for the development described below, subject to the attached Standard and Special conditions.

Site: 2616 Alma Avenue

Description: Demolition of an existing duplex and construction of two three-story residential condominium units with two car enclosed garage spaces and one open parking guest space for each unit.

Issued by: Angelica Ochoa, Associate Planner (310) 802-5517

COMMUNITY DEVELOPMENT DEPARTMENT
Marisa Lundstedt, Director

Acknowledgment:

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

Signature of Permittee: MM Date: 7-23-15

Fire Department Address: 400 15th Street, Manhattan Beach, CA 90266 FAX (310) 802-5200

Police Department Address: 420 15th Street, Manhattan Beach, CA 90266 FAX (310) 802-5100

Public Works Department Address: 3621 Bell Avenue, Manhattan Beach, CA 90266 FAX (310) 802-5300

City of Manhattan Beach Web Site: <http://www.ci.manhattan-beach.ca.us>

From: **Hugh Kretschmer** hughhk@verizon.net
Subject: Re:
Date: August 5, 2015 at 8:04 AM
To: Bobby Akin Bobby.Akin@fox.com

Bobby, I am current in Greece and don't have a real computer to turn this around. That said, both Suzanne and I support this position. It is too dangerous to have this project in this location. The increased car traffic from all of the other lot conversions in the neighborhood is already making this a dangerous route for children walking to school and adding 4 more residences on this busy corner will compound the situation.

Thanks

Hugh Kretschmer
(310) 308-3076

On Aug 5, 2015, at 1:25 AM, Bobby Akin <Bobby.Akin@fox.com> wrote:

Can you sign and return....

Bobby Akin
Vice President, Branded Content
FOX Networks
12121 W. Bluff Creek Drive, Suite 336
Playa Vista, CA 90094
Office: 424 203 5982
Cell: 310 962 3086
Email: bobby.akin@fox.com

<2620 Alma.docx>

**APPLICANT PLANS
NOT
AVAILABLE
ELECTRONICALLY**

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Angelica Ochoa

From: hapfrank@aol.com
Sent: Wednesday, October 14, 2015 10:59 AM
To: Angelica Ochoa
Subject: 2620 Alma

Dear Ms Ochoa,

I'm an over 50 year resident of Manhattan Beach and have lived for the past 20 years on the south end of the 2600 block of Alma. The owner is not asking for any variances and is in total compliance with all applicable codes.

All of the objections flow from a few people who's views will be impacted. As you clearly know that's not a reason to deny the permit as do those who oppose the project. So what can they say, the same canard that everyone uses when they don't have the codes or the law on their side. It's safety, it's the kid's, it's to many cars. Well there's a political answer for this, elect people who will down zone the parcels and decrease property values, probably not what most people want.

Morris builds a quality product that buyers are willing to pay a premium for, allow the project to move forward.

I'm not a realtor or have anything to do with real estate, as a side note.

H. Frank

**CITY OF MANHATTAN BEACH
PLANNING COMMISSION
MINUTES OF REGULAR MEETING
OCTOBER 14, 2015**

A Regular Meeting of the Planning Commission of the City of Manhattan Beach, California, was held on the 14th day of October, 2015, at the hour of 6:30 p.m., in the City Council Chambers, at 1400 Highland Avenue, in said City.

1. ROLL CALL

Present: Apostol, Bordokas, Conaway, Ortmann, Chairperson Hersman
Absent: None
Staff Present: Mike Estrada, Assistant City Attorney
Marisa Lundstedt, Community Development Director
Laurie Jester, Planning Manager
Angelica Ochoa, Associate Planner
Rafael Garcia, Assistant Planner
Nhung Madrid, Senior Management Analyst
Erik Zandvliet, City Traffic Engineer
Robert Espinosa, Fire Chief
Rosemary Lackow, Recording Secretary

2. AUDIENCE PARTICIPATION - None

3. APPROVAL OF MINUTES – September 23, 2015

A motion was MADE and SECONDED (Ortmann/Bordokas) to **APPROVE** the minutes of September 23, 2015 with one change: page 4, ninth paragraph beginning “Director Lundstedt clarified...” to strike “ensured” and replace with “ensued”.

AYES: Apostol, Bordokas, Conaway, Ortmann, Chairperson Hersman
NOES: None
ABSENT: None
ABSTAIN: None

4. GENERAL BUSINESS

10/14/15-2 Downtown Specific Plan Project Update

Director Lundstedt introduced Senior Management Analyst Nhung Madrid who proceeded with a slide presentation, covering several topics in detail. She then concluded the presentation with the staff recommendation that the Commission accept the staff presentation and provide feedback regarding Workshop No. 1.

Chair Hersman invited the Commission to comment on the Workshop. Commissioner Ortmann inquired as to why staff didn’t advocate more regarding the alternatives, and there seemed to be some confusion with some participants on certain alternatives. Senior Management Analyst Madrid responded that knowledgeable staff members were present at each poster to answer questions and assist participants in understanding their choices. Director Lundstedt emphasized that the alternatives are based on the ULI recommendations, the intercept and other surveys.

Ms. Madrid clarified the next step in developing alternatives will be that staff will present the options and preferences from the Workshop as well as input from all of the interviews, intercept surveys and Open City Hall website and other input, to the City Council (e.g. the 2-story height alternative being preferred).

Chairperson Hersman stated her concern that more input is needed regarding the underlying assumptions of alternatives, for example, that by asking how should we increase parking downtown, there is an assumption that more parking is desired by the community. The Chair also thought more information should be presented on how alternatives might be implemented, for example, if we want to limit uses in ground floor offices, how would we do that? Property rights could be affected.

Commissioner Conaway made the following suggestions regarding the report to the City Council: 1) that

staff point out which “action items” can be readily enacted vs. others that involve policy issues and most likely would take a lot of time; 2) that in the next survey, the questions be designed to provide more clarity as to what respondents are favoring, policy wise (for example, linking increasing parking with a result of attracting more visitors); and 3) that it be pointed out that some alternatives may be missing or not part of the conversation (for example, at the Von’s site, would the community want to see some senior housing?).

Director Lundstedt explained, at this point the Workshop results and the Commission’s input will be shared with Council and after receiving Council feedback, staff will weave this information together in developing further options. Staff will be communicating information back to the Council, including some of the community concerns regarding the ULI recommendations.

Chair Hersman thanked Staff for the presentation.

5. NEW BUSINESS

10/14/15-3. Appeal of two Coastal Development Permits No. CA 15-05 (VTPM 73511) and CA 15-06 (VTPM 73086) and Subdivision Maps for the demolition of a duplex and construction of two three-story residential condominium units on each of the two lots, for a total of four new condominium units located at 2616 and 2620 Alma Avenue.

Associate Planner Ochoa and Assistant Planner Rafael Garcia jointly gave the staff report, utilizing a powerpoint presentation. Staff recommended that the 27th Street public right-of-way be improved to widen the street to improve Fire Department and other vehicle access, provide a sidewalk, and landscaping.

Mr. Garcia outlined the comments and concerns of the public and noted an email received today in support of the condominium project. The Staff recommends that the Commission uphold the Community Development Director’s decision to approve proposed project, subject to conditions noted in the written staff report.

Staff responded to questions from the Commission. Assistant Planner Garcia clarified that the sidewalk recommended by Staff will only be along 27th Street and for a small area on Alma Avenue and a new crosswalk is not proposed. Mr. Garcia emphasized that the staff recommendations are based on recommendations from other Departments, responding to neighbors input and staff field observations. Director Lundstedt explained that the intent of staff was to be able to provide a safe area for school children in the vicinity.

Traffic Engineer Zandvliet clarified that many children are dropped off on Vista Drive even though this may not be an official school drop off zone, and 27th Street is used frequently for cars getting back to Highland Avenue, and typically crosswalks are not installed in residential areas at stop signs. He also clarified the General Plan goal is to maintain a minimum 28-foot wide travel area. In this case the Fire Department is recommending that the street drivable area on 27th Street be widened by 4 feet (increasing from 20 to 24 feet including parking on the south side of the street) to improve fire truck access and to install a 4-foot sidewalk plus 2 feet of landscaping, with ADA ramps at the corners. With a new walkway on Alma Avenue, pedestrian access will be provided all the way from Vista Drive to Alma Avenue.

Commissioner Ortmann expressed his concerns with street widening, noting that narrower streets encourage slower traffic and requiring widening may set an undesirable precedent.

Mr. Garcia explained that development has not required setbacks larger than 15 feet from the road centerline at the ground floor on Vista Drive, or similar alleys, and to his knowledge, no condominiums have been denied in this area. It was clarified that in this case Vista Drive includes a walkway on the east side, defined by a white edgeline. Mr. Garcia confirmed that the sidewalk being proposed would extend the entire length of 27th Street ending at a small walkway along Alma.

Elizabeth Srour, representing the developer, reviewed the application related to zoning and coastal requirements and emphasized that the project is in full compliance with the Code, including providing a third guest parking space for each unit. She was not aware of any condos being denied nearby and indicated the project is a housing ownership opportunity. When the Director initially approved the application, no special conditions were imposed, because there were no formal policies in place. Ms. Srour concluded that the developer requests approval based on the original approval by the Community Development Director, without any additional special conditions for improvements to the 27th Street public-right-of-way.

Howard Crabtree, project architect, noted that there will be only a net increase of one driveway on Vista Drive. He detailed the project access and setbacks, and public right-of-way conditions around the corner site.

Matt Morris, owner of the development project, has built homes for the last 21 years including eight other

condominiums on Alma Avenue, knows the area well, and believes he has made a positive impact. Before buying the property he considered how the right-of-way would be treated and believes having more landscaping and improving the “neighborhood feel” is preferable, and the issue of providing a sidewalk seems to have come up at the last minute.

Chair Hersman invited the Appellants to address the Commission.

Hugh Kretschmer, 420 27th Street, commented that a safe pedestrian zone exists on Vista Drive and he is very concerned that neighborhood safety, particularly for the Grandview Elementary School children, will be hampered by potentially six more cars backing out of new driveways into Vista Drive. He said they have no dispute with the City or developer, and are not asking for a new policy but to look carefully at this particular corner because its location and conditions warrant a special look. He concluded that they are asking that the corner project be “downsized” to make the area safer. Mr. Kretschmer responded to Commissioner Ortmann’s question that perhaps the solution is to build one unit on the corner and he thinks the site has been used historically as a single home.

PUBLIC INPUT

Chair Hersman invited public comments.

Richard Neff, lives across from the appellant. He agrees with the applicant regarding the sidewalk but agrees with the appellant that the area will be more congested. It seems like the sidewalk will go to “nowhere” and doesn’t make sense, and generally the level of density in the area has undercut the quality of life in this area with way too much traffic on Highland Avenue and Alma Avenue, and with buildings filling up each lot this eliminates light, air and view. He believes that this neighborhood should be single family residences.

Jim Burton, lives on 11th Street, and has a business partner who lives nearby. His only comment is about the sidewalk and believes that while there is a concern for safety, he doesn’t think this is a good solution.

Gary Brugman, 416 27 St, supports the appellant.

Chair Hersman invited Commission discussion.

COMMISSION DISCUSSION

Commission discussion followed: widening at the corners of 27th Street is favored (Bordokas); the community should continue to be “walkable”; the City should address crosswalks consistently; the conditions at 27th Street although unique, are similar to other streets to the north; garages on the alley are not a major problem, because both pedestrians and building occupants know to look out for each other (Conaway); that the Planning Commission does not have the option to deny the project; the project is supported as designed, but suggested maybe there is some tweaking that can be done to enhance safety, noting that he observed that cars turning left from Vista Drive to 27th Street have very little room to maneuver (Apostol).

Traffic Engineer Zandvliet clarified that the staff recommendation for the “bulb-outs” at the corners is intended to protect an existing utility pole and fire hydrant while creating better visibility and more street space without any loss in street parking spaces. Chair Hersman observed that cars will not be parked so far into the roadway, so congestion would be relieved.

Lengthy discussion followed on the issue of possible treatment of 27th Street and whether to support the first site plan as originally approved or as now recommended by Staff. Concern was voiced that the staff recommendation puts cars, not people, first and this will impact the feeling of the area, with more pavement, and less landscaping. There was discussion that a broader policy might be needed before requiring a 4-foot sidewalk (Ortmann).

Director Lundstedt advised that this was thought to be a site that warranted a closer look pursuant to the appeal. The Director of Public Works does have the authority to require improvements in the street right-of-way and the recommendations for the special conditions address public concerns and safety issues.

Further Commission discussion followed: the left turn issue onto 27th Street is a serious issue that should be addressed (Bordokas); perhaps the School Board should be involved as this involves student safety (Hersman); by facilitating traffic vehicle, speeds may increase and hard improvements will “chip away” at the neighborhood fabric and widening is not favored (Ortmann and Conaway); regarding corner visibility, parking should be restricted with red painted areas consistent with the adjacent intersections (Conaway).

Fire Chief Robert Espinosa stated that while the current Fire Code calls for an even wider street width (32-ft), which would include parking on one side of the street, he understands the issues concerning the beauty and character of the street. He emphasized that the requirement has to do with the size of their vehicles - they can't get shorter or smaller vehicles and they also must be able to accommodate fire trucks from other jurisdictions when needed. The minimum space needed to set up stabilizers is 14 feet and there is only 12 feet of drivable roadway now. The Department needs physical access, and, while a painted red stripe parking restriction might help ambulances and cars, it wouldn't work for their larger vehicles. While much progress has been made by upgraded Fire Codes, the risk remains and trucks are still needed.

Commissioner Apostol subsequently moved (Bordokas seconded) to approve the project as designed and deny the appeal, with two conditions; that the street be widened per the staff recommendation and secondly, that there be an additional area in the right-of-way that is flat and walkable, not sloped and with the design subject to staff approval without ADA ramps at this time.

Discussion followed on the motion: it was questioned whether this would invite unwanted liability for the City if the public were encouraged to walk in an area that is privately designed and improved (Ortmann), and whether liability is greater because the improvements would be a condition of the City approval (Bordokas), and; widening is favored but not necessarily a full sidewalk (Chair Hersman).

Howard Crabtree, project architect stated that the applicant favors a usable flat area perhaps some meandering walking surfaces in the 27th Street right-of-way.

Commissioner Ortmann added his concern that he saw a potential that the buyers of the units may want to discourage the public from walking in front of the units and this could create unwanted issues.

Commissioner Apostol retracted his previous motion and made a new motion (Bordokas seconded) to deny the subject appeal, and approve the subject Coastal Development Permits and subdivision maps, allowing the demolition of an existing duplex and construction of two new 2-Unit condominium projects, subject to the condition that the applicant install public street improvements, only including the 4-foot widening on 27th Street as recommended by Staff in the Staff Report dated October 14, 2015.

Discussion followed on the new motion: It is unclear what problem is being solved - while there will be better fire truck access, issues on Vista Drive are not being addressed (Ortmann); this would address the congestion problem faced by cars turning left from Vista Drive to 27th Street (Bordokas); this solves the problem for cars, but not people (Conaway). Commissioner Apostol clarified his motion: while he originally favored an increase of the ground floor setback on Vista Drive, he doesn't believe it is appropriate to change the zoning regulations.

Roll-call vote:

AYES: Apostol, Bordokas, Chairperson Hersman
NOES: Conaway, Ortmann
ABSENT: None
ABSTAIN: None

Director Lundstedt announced that this item would be forwarded to the City Council with the recommendation to Receive and File, thereby affirming the Commission's decision.

DIRECTOR'S ITEMS

There will be a November 19th joint meeting at 6:00 pm but the regular meetings on November 11th and 25th will be cancelled. The Commission will meet on October 28th.

6. PLANNING COMMISSION ITEMS

In response to Commissioner Bordokas, Director Lundstedt stated that in order to address how to form a plan for streets that lead to Highland Avenue, this issue would need to be scheduled on a future Commission agenda.

7. TENTATIVE AGENDA – October 28.

- a. 2702 N. Ardmore - Variance

8. ADJOURNMENT

The meeting was adjourned at 9:40 pm to Wednesday, October 28, 2015 in the City Council Chambers, City Hall, 1400 Highland Avenue.

ROSEMARY LACKOW
Recording Secretary

ATTEST:

MARISA LUNDSTEDT
Community Development Director

December 7, 2015

Angelica Ochoa, Associate Planner

Via E-mail

Re: 2616 & 2620 Alma Avenue, Manhattan Beach

Dear Ms. Ochoa,

I'm writing in support of the proposed development at 2616 & 2620 Alma Avenue. The property owner's development meets all General Plan and Zoning requirements and no variances or exemptions are being sought.

My understanding is that the Planning Commission has recommended that in order for the City to issue the necessary permits for the planned four (4) condominiums' the property owner must give up eight (8) feet of the 2620 Alma Avenue property. This proposed "taking" of approximately twenty percent (20%) of the total width of the lot without any form of compensation is something that I believe the general population of Manhattan Beach would adamantly object too. There is no proposed street or sidewalk installation of 27th Street east of Vista or west of Alma. There is no reason to hold hostage the property owner for this requirement.

The two or three people who have objected to the development of the property have sited ingress and egress onto Vista as a safety issue. Currently there is one drive opening onto Vista from this property, the property owner has stated he would be willing to have the rear unit at 2620 Alma have a drive opening on 27th street, those who object don't like that suggestion, therefore one has to believe that safety is not the issue but view impact is the real reason for the objections to this project.

While it is very important for the general public and those immediately near any proposed development have input into the issuance of the building permits, a year's process to obtain the permits due to two or three people who may lose their view, is a very clear abuse of the process. If variances had been requested or general plan or zoning changes requested a lengthy process would be appropriate, but this is not the case with this proposed development.

Please approve the plans as submitted without further unnecessary delays.

Hap Frank
2600 Alma Avenue
Manhattan Beach

CITY OF MANHATTAN BEACH Community Development Department

Review of Coastal Development Permits and Subdivision Maps
2616 and 2620 Alma Avenue
City Council Public Hearing – December 15, 2015



Project Background

- ▶ February 2015 – Two Coastal Permits and Subdivision maps submitted
- ▶ 2 Condos on each lot (4 total)
- ▶ July 2015 – Coastal Notice
- ▶ July 2015 – Coastal Permits and Subdivisions Approved
- ▶ August 2015 – Appeal filed by east (rear) neighbor at 420 27th Street
- ▶ October 2015 – Planning Commission denied appeal, upheld Community Development Director’s decision with additional conditions
- ▶ November 2015 – City Council requested review



Project Site

- ▶ Two full size legal lots (33.34' x 105' each)
- ▶ Located:
 - Alma Avenue, to the West
 - 27th Street, to the North
 - Vista Drive, to the east
- ▶ Existing duplex built in 1921
- ▶ Located in Coastal non-appealable zone
- ▶ Mix of two and three story condominium units, duplex, and single family residences

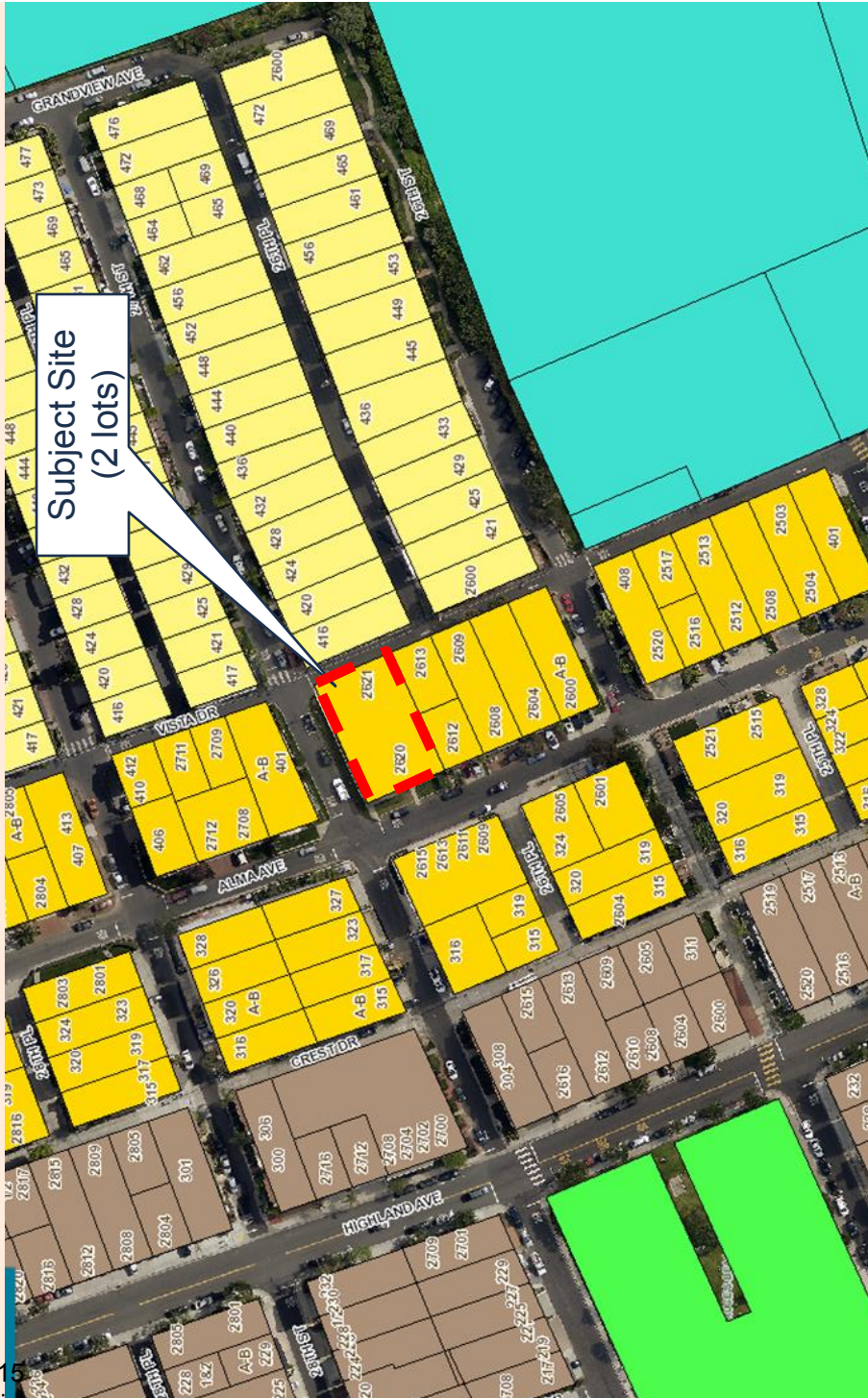


Legend

Zoning	CC	CD	CG	CL	CNE	CNE-D5	IP	OS	PD	PS	RH	RH-D2	RM	RM-D1	RPD	RS	RS-D1	RS-D3	RS-D4	RS-D6	RSC



Zoning Map



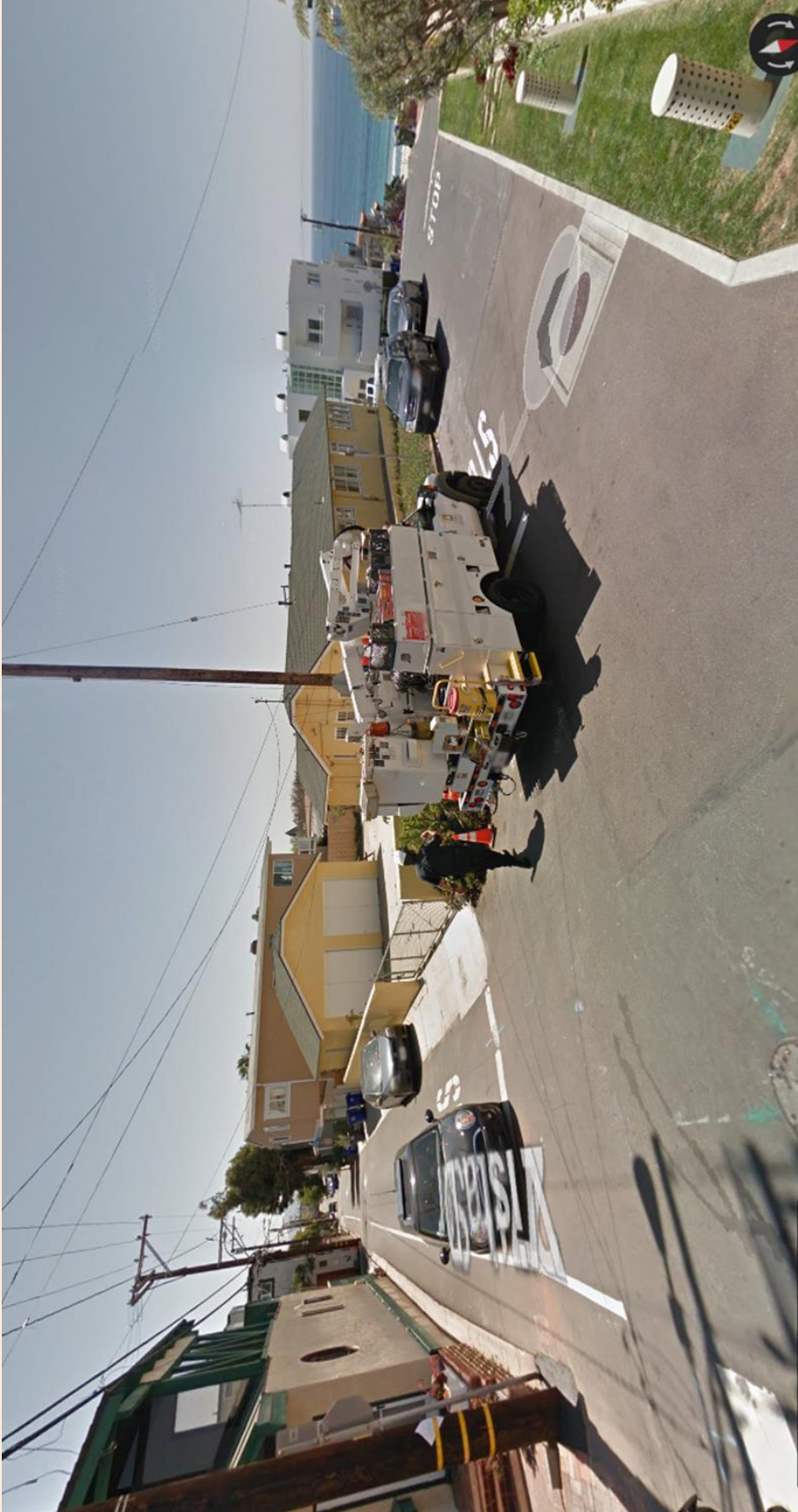
**Subject Site
(2 lots)**

27th Street and Alma Avenue- Looking East



27th Street and Vista Drive- Looking Southwest

December 15, 2015
City Council Meeting



Proposed Project 2616 and 2620 Alma

- ▶ Two three-story condos on each lot
- ▶ Two car garage, guest space per unit
- ▶ Access on Alma and Vista (2 on each)
- ▶ Complies with all development standards
- ▶ Public improvements:
 - Widen south side of 27th Street by 4 feet; retain street parking
 - 6 feet landscaping in ROW
 - ADA Access ramps at corners (27th/Alma & 27th/Vista)
 - Improvements on public ROW; no dedication





Conclusion

- ▶ Project complies with City's development standards, Local Coastal Program, General Plan
- ▶ Conduct public hearing
- ▶ Discuss
- ▶ Uphold Planning Commission Approval of Coastal Development Permits and Subdivision Maps with conditions
- ▶ Adopt Resolution No. 15-0063

Alma Avenue-Looking East



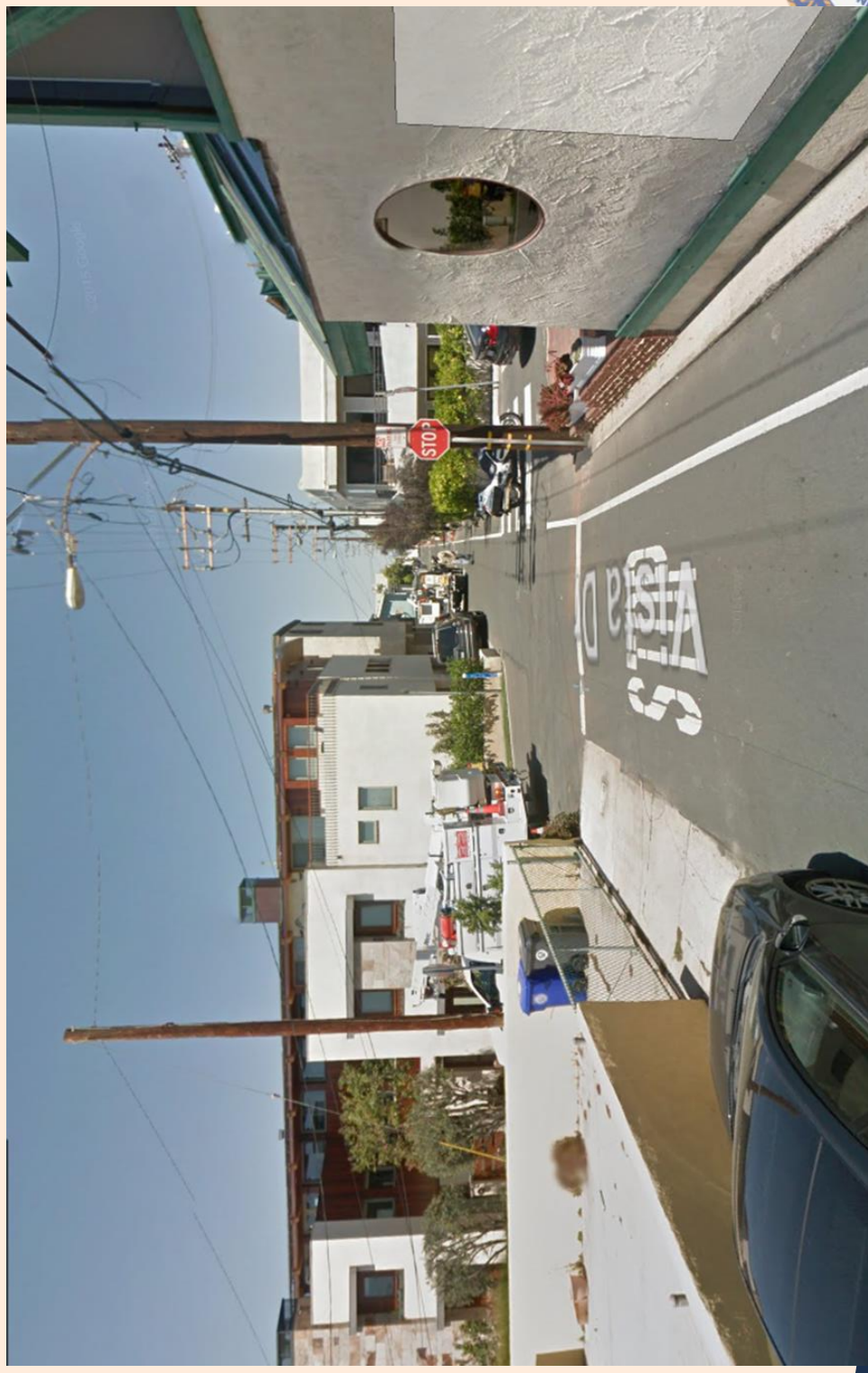


27th Street-Looking West





Vista Drive-Looking North





27th Street-Looking Southeast





27th Street-Looking Southwest





Vista Drive-Looking South



Agenda Date: 12/15/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Marisa Lundstedt, Director of Community Development
Erik Zandvliet, T.E., City Traffic Engineer

SUBJECT:

Update of El Porto Beach Traffic Circulation Study (Community Development Director
Lunstedt).

RECEIVE AND FILE

RECOMMENDATION:

Receive and File

FISCAL IMPLICATIONS:

Traffic counting expenses are included in current fiscal year departmental budget.

BACKGROUND:

Between 1983 and 2009, various neighborhood traffic calming measures were implemented in the neighborhood surrounding the El Porto Beach area pursuant to a series of actions taken by the Parking and Public Improvements Commission and the City Council. These measures were intended to reduce traffic and speeding on Ocean Drive, as well as to reduce the impact of beach traffic on certain streets within the neighborhood. From 1998 to 2009, eastbound vehicles exiting the El Porto Beach parking lot on 40th Street were required to make a left turn onto northbound Ocean Drive, and southbound vehicles on Ocean Drive were required to make a left turn onto eastbound 40th Street between 3:00 PM to 7:00 PM on weekdays.

More recently, the City Council's 2009-2010 Work Plan included an item to evaluate a modification to the turn restrictions on 40th Street at Ocean Drive. On November 16, 2010, the City Council reviewed the initial measures and approved a trial measure to allow drivers to make right turns from eastbound 40th Street onto southbound Ocean Drive, a movement which was previously prohibited. This turn provision was implemented in May 2011.

On February 7, 2012, a follow-up study was presented to City Council that evaluated the trial measure. At that meeting, the Council directed staff to 1) replace existing signs at the Ocean Drive and 40th Street with clearer signs; 2) place a temporary barricade to force left turns on Southbound Ocean Drive onto 40th Street between 3:00 p.m. and 7:00 p.m. Monday through Friday; 3) replace traffic spikes at the exit of the El Porto parking lot, and 4) bring back a more comprehensive study of all of the issues discussed including using eastbound 40th Street as a possible exit from the El Porto parking lot, and an evaluation of the traffic signals on Highland Avenue to ensure proper timing. Council further requested that the study should include all twelve locations for a period of one year, using weekly intervals, during all four seasons of the year, and on an hourly basis.

Pursuant to City Council direction, items 1 through 3 above have been completed. This staff report is intended to provide the City Council with an update of the work conducted to date, which includes an analysis of Summer traffic counts. A comprehensive analysis will be presented to the City Council at a fully noticed public hearing after Fall, Winter and Spring seasonal traffic counts are conducted and the study is completed.

DISCUSSION:

Since 2008, the City has conducted a series of traffic counts to establish and compare traffic conditions in the El Porto Beach neighborhood. These counts have helped quantify changes to traffic patterns as the result of various traffic calming measures. The most current traffic counts were taken in August 2015. These have been compared to similar counts taken in August 2008 and 2011. Attachment 1 details the traffic volumes on key street segments as well as the intersection of Ocean Drive at 40th Street during these three periods.

Based on a comparison of Summer traffic counts, the key findings are:

- Daily traffic volumes have not significantly changed between 2011 and 2015 on most streets, except on Ocean Drive, 39th Street and 45th Street.
- Traffic volume on Ocean Drive has experienced varying volumes over time.
- Traffic volume increased significantly on 39th Street between 2011 and 2015.
- Traffic volume on 45th Street at the Beach entrance was 15% lower in 2015 than in 2011.
- While weekday volume on Highland Avenue was higher in 2015, there was no corresponding increase in local neighborhood traffic, likely due to existing prohibitions on Ocean Drive at 40th Street.
- Conversely, an incremental increase on local streets corresponded with a higher weekend volume on Highland Avenue in 2015, notably in the absence of weekend turn restrictions at Ocean Drive and 40th Street.
- There is a high violation rate of prohibited movements at Ocean Drive and 40th Street during weekday afternoons in 2015, although it is lower than in 2011.
- Eastbound exiting beach traffic on 40th Street is evenly distributed between left, through, and right turn movements at Ocean Drive, despite existing violation rate.

Staff is not recommending any new actions at this time. A complete comprehensive study with recommendations will be presented to the Parking and Public Improvements Commission and City Council in late Spring.

CONCLUSION:

Staff recommends that the City Council receive and file this report.

Attachment:

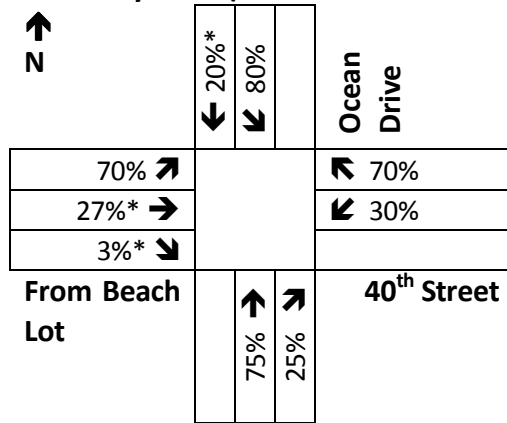
1. El Porto Traffic Counts-Summer Comparison

Attachment 1
EL PORTO BEACH NEIGHBORHOOD
TRAFFIC COUNT COMPARISON
SUMMER OF 2008, 2011 AND 2015

STREET	LOCATION	WEEKDAY DAILY VOLUME			SATURDAY DAILY VOLUME		
		Aug 2008	Aug 2011	Aug 2015	Aug 2008	Aug 2011	Aug 2015
Ocean Drive	North of Rosecrans Ave.		1,111	1,466		1,045	1,404
Ocean Drive	South of 40 th Street	1,037	1,168	1,010	1,184	1,111	1,280
Ocean Drive	North of 40 th Street		1,365	943		1,167	1,318
Ocean Drive	South of 45 th Street	1,578	1,744	1,228	1,776	1,417	1,940
39 th Street	West of Highland Avenue		402	568		396	569
El Porto Street	West of Highland Avenue		286	328		257	278
40 th Street	West of Ocean Drive		1,709	1,756		1,563	1,570
40 th Street	West of Highland Avenue	1,783	1,711	1,777	1,938	1,796	2,250
Kelp Street	West of Highland Avenue	196	175	123	171	124	132
41 st Street	West of Highland Avenue	251	290	187	248	263	227
45 th Street	West of Ocean Drive		1,732	1,484		1,605	1,355
Highland Avenue	South of 45 th Street		22,464	27,248		16,438	19,855

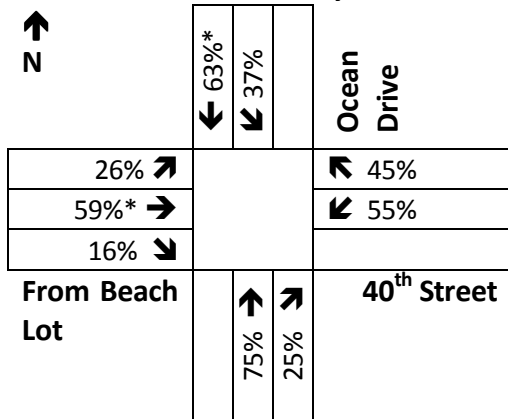
Note: August 2011 counts taken after eastbound left turn movement was allowed on weekdays between 3-7pm.

RESTRICTED TURNING MOVEMENT PERCENTAGE
Ocean Drive at 40th Street
Summer Weekday 2008 (Before EB Left Turn Allowed)



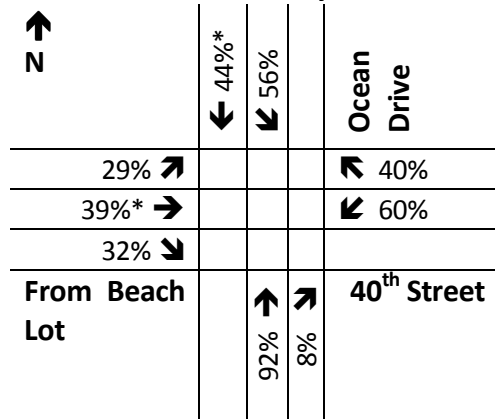
* prohibited movement

Summer Weekday 2011



* prohibited movement

Summer Weekday 2015



* prohibited movement

Agenda Date: 12/15/2015

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Teresia Zadroga-Haase, Human Resources Director

SUBJECT:

Memoranda of Understanding with the Manhattan Beach Police Management Association and the Manhattan Beach Police Officers' Association

APPROVE, ADOPT RESOLUTION NO. 15-0067

RECOMMENDATION:

It is recommended that the City Council adopt by Resolution the attached successor Memoranda of Understanding (MOUs) with the Manhattan Beach Police Management Association (MBPMA) and the Manhattan Beach Police Officers' Association (MBPOA), effective January 1, 2016 through December 31, 2018. The City Council adoption will authorize the City Manager to execute the MOUs and take appropriate actions to carry out the implementation of the MOUs.

EXECUTIVE SUMMARY:

Representatives of the City began meeting in September, 2015 with representatives of the MBPMA and the MBPOA on successor MOUs. Both current MOUs expire on December 31, 2015. The successor MOUs presented herein are for three-year terms, effective January 1, 2016 through December 31, 2018 and contain increases in compensation and other modifications consistent with the direction and authority provided by Council to the City's negotiating team. Both MBPMA and MBPOA reached tentative agreement with the City on November 18, 2015.

FISCAL IMPLICATIONS:

The financial portions of the MOUs take effective with the first day of the full payroll period following January 1, 2016, which is the payroll period beginning January 10, 2016. The estimated fiscal impact of the negotiated changes to the MOUs over their three-year terms is:

Police Management Association

Contract Term: \$270,252
FY2015-2016 (6 months): \$21,804

Police Officers' Association

Contract Term: \$1,471,892
FY2015-2016 (6 months): \$119,665

The fiscal impact breakdown by fiscal year for the three-year contract term is shown in Attachment 1.

All costs for the current fiscal year are included in the FY2015-2016 budget; no additional appropriations are required. Costs for future fiscal years will be included in the budget process for those fiscal years.

BACKGROUND:

In March of 2013, City Council approved a successor MOU with MBPOA for a term of three years effective January 1, 2013 through December 31, 2015. In December of 2013, City Council approved a new MOU with the newly organized MBPMA for a term effective November 1, 2013 through December 31, 2015. In August of 2015, the City contacted representatives from MBPMA and MBPOA regarding the commencement of negotiations for successor MOUs.

DISCUSSION:

The City met with representatives of MBPMA and negotiated in good faith for a total of five (5) meetings, reaching a tentative agreement on November 18, 2015. The City was notified by MBPMA that the bargaining unit membership ratified this successor MOU on November 18, 2015.

The substantive amendments under the successor MOU for MBPMA are summarized as follows:

1. MOU Contract Term for three years - January 1, 2016 through December 31, 2018;
2. Lieutenant Salary Schedule - Effective January 1, 2016 Lieutenants will move to a five-step salary schedule (2.5% between steps) with annual step increases based upon performance evaluation and recommendation of the Police Chief;
3. Captain Salary - Effective the first full pay period following January 1, 2016 and January 1, 2017, Captains shall receive a 3.75% increase to base pay;
4. Dental Benefits - Provide same dental benefits as those received by MBPOA;
5. Lieutenants will have the choice between a take home City vehicle or a vehicle allowance;
6. Affordable Care Act Reopener - The parties have agreed to a reopener to discuss any issues arising during the contract term regarding the Affordable Care Act;
7. Tuition Reimbursement - An increase in the amount of possible reimbursement from \$2,500 annually to \$3,000;
8. Acting Pay - Reduction in the waiting period to receive acting pay from 30 days to

- seven (7) days; and
- 9. Elimination of obsolete language and other language cleanup changes.

The City met with representatives of MBPOA and negotiated in good faith for a total of five (5) meetings, reaching a tentative agreement on November 18, 2015. The City was notified by MBPOA that the bargaining unit membership ratified this successor MOU on December 1, 2015.

The substantive amendments under the successor MOU for MBPOA are summarized as follows (costs shown are FY15/16 costs only):

1. MOU Contract Term for three years - January 1, 2016 through December 31, 2018;
2. Premium Pay - Increases Instructor Premium Pays and Crime Scene Investigator Pays by \$70-75/month; adds Field Training Sergeant Premium Pay of \$275/month;
3. Salaries - Effective the first full payroll period following January 1, 2016 employees shall receive a 2% increase to base salary, effective the first full payroll period following January 1, 2017 employees shall receive a 2% increase to base salary and effective the first full payroll period following January 1, 2018 employees shall receive a 2.85% increase to base salary;
4. Affordable Care Act Reopener - The parties have agreed to a reopener to discuss any issues arising during the contract term regarding the Affordable Care Act;
5. Tuition Reimbursement - An increase in the amount of possible reimbursement from \$2,500 annually to \$3,000;
6. Increase Compensatory Time Off Accrual Limit - Increases the amount of overtime hours that can be accrued from 80 hours to 100 hours;and
7. Elimination of obsolete language and other language cleanup changes.

CONCLUSION:

The MOUs presented for City Council approval are the result of collaborative and good faith negotiations between the City and the two police bargaining units. Each agreement provides the City's valued employees with fair wages and benefits while also maintaining fiscal responsibility. Three-year contract terms provide predictability of costs in the City's largest cost center for budgeting purposes.

Staff recommends that the City Council approve the successor MOUs between the City and the MBPMA and MBPOA, each with a term of January 1, 2016 through December 31, 2018 and authorize the City Manager to take whatever actions necessary to implement.

Attachments:

1. Fiscal Implications Breakdown by Fiscal Year
2. Manhattan Beach Police Management Association Memorandum of Understanding (redlined)
3. Manhattan Beach Police Management Association Memorandum of Understanding (final)
4. Manhattan Beach Police Officers' Association Memorandum of Understanding (redlined)
5. Manhattan Beach Police Officers' Association Memorandum of Understanding (final)

6. Resolution No. 15-0067

ATTACHMENT 1

MOU Fiscal Impacts per Fiscal Year:

	Manhattan Beach Police Officers' Association	Manhattan Beach Police Management Association	Total
FY 2015-2016 (6 months):	119,665	21,804	141,469
FY 2016-2017:	348,052	71,682	419,734
FY 2017-2018:	613,763	113,348	727,110
FY 2018-2019 (6 months):	390,413	63,419	453,832
TOTAL:	1,471,892	270,252	1,742,145

Tentative Agreement - November 18, 2015

MEMORANDUM OF UNDERSTANDING

BETWEEN THE
CITY OF MANHATTAN BEACH
AND THE
MANHATTAN BEACH POLICE MANAGEMENT ASSOCIATION

JANUARY 1~~NOVEMBER 30~~, 2016~~3~~ – DECEMBER 31, 2018~~5~~



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CHAPTER 1 – INTRODUCTION

ARTICLE 1: PREAMBLE

This Memorandum of Understanding (“MOU”) is prepared between representatives of the City of Manhattan Beach and the Manhattan Beach Police Management Association in accordance with Resolution No. 4506, of the Employer-Employee Organization Relations Resolution. The parties make this MOU effective January 1, 2016 ~~November 30, 2013~~.

ARTICLE 2: TERM

This MOU shall become effective January 1, 2016 ~~November 30, 2013~~, and will continue in effect through December 31, 2018~~5~~. During the period covered by this MOU any items concerning wages, and fringe benefits provided by this MOU shall remain in effect unless the parties agree to revise the same by a written modification to this MOU, subject to the limitations expressed in Section 3504 of the Government Code.

ARTICLE 3: RECOGNITION

Pursuant to the provisions of the Employer-Employee Relations Resolution of the City of Manhattan Beach and applicable State laws, the Manhattan Beach Police Management Association is recognized as the exclusive representative of all employees in the classifications Police Lieutenant and Police Captain.

ARTICLE 4: TERMS AND CONDITIONS OF EMPLOYMENT

The provisions of this MOU shall constitute the wages, hours, and terms and conditions of employment for the employees during the term of this MOU. The parties recognize that past practices may be identified during the term of this MOU by either party and that such past practices (if they qualify as such under the law) are also part of the terms and conditions of employment during the term of this MOU.

CHAPTER 2 - COMPENSATION

ARTICLE 5: SALARIES

1. The salary ~~steps/ranges~~ for Police Lieutenants and salary range for Police Captains are set forth as Exhibit A to this MOU. Police Lieutenants in the unit as of January 1, 2016 will move to the salary step schedule. Those Lieutenants will move to the next step in the schedule on January 1 of the following year (and each year thereafter until reaching the top step) assuming they received a meets standard or above performance evaluation and upon recommendation of the Police Chief and approval of the City Manager. For Police Lieutenants promoted into the unit after January 1, 2016, they shall be placed on the salary step schedule at Step 1 at the time of hire/promotion. They shall be eligible to move to the next step on the salary schedule on their anniversary date of their hire/promotion (and each year thereafter on the same date until reaching the top step) to the rank of Police Lieutenant assuming they received a meets standard or above performance evaluation and upon recommendation of the Police Chief and approval of the City Manager.
2. ~~Effective the first full pay period including January 1, 2015, all employees in the bargaining unit shall receive a three percent (3%) base salary increase.~~
Effective the first day of the pay period following City Council approval of this MOU or the first day of the pay period following January 1, 2016, whichever is later, Police Captains shall receive a 3.75% increase to base salary.
Effective the first day of the pay period following January 1, 2017, Police Captains shall receive a 3.75%

increase to base salary.

3. If a Lieutenant is promoted to Captain, that person, no matter what salary step ~~ere~~ he/she is on the Lieutenant's range, will be paid at least 5% higher on the Police Captain's range than the highest paid Lieutenant at the time. This will guarantee at least a 5% base salary increase and perhaps more if the Lieutenant promoted is not the highest paid Lieutenant at the time. At no time can the new salary exceed the top of the Captain's salary range. If the base salary of the Lieutenant who is promoted to Captain is higher than an existing Captain, the City shall have discretion to consider an increase in base salary to the existing Captain to address the new Captain's base salary being higher than the incumbent Captain.
- ~~4. If at any time during the term of this MOU, the City Council authorizes merit adjustments, the Police Chief is the one who would have discretion to determine those amounts to be allocated to members of the unit.~~

ARTICLE 6: DEFERRED COMPENSATION

Employees in the Unit are permitted to contribute pre-tax (and tax deferred) to a 457 plan set up through ICMA-RC. There are no City contributions into the 457 plan. The 457 is funded exclusively through employee contributions at his/her option.

ARTICLE 7: EDUCATION INCENTIVE PAY

The education incentive program for all employees will be as follows:

Employees will be eligible for education incentives once they meet the requirements below. Total years as a sworn police employee include service with another agency. The education incentive pay shall be included in the bi-weekly paycheck based on prorated amounts. The amounts below are not cumulative. Thus, if an employee has the education qualifying them for one of the levels below, they can only receive the incentive for the one level (5%, 10% or 15%) at which they qualify as set forth below.

5% Education Incentive Criteria

- (a) An employee with an Associate degree and Intermediate POST Certificate plus 4 years as a sworn police officer shall be paid 5% of the employee's current base salary.
- (b) An employee with a Bachelor's degree and Intermediate POST Certificate plus 2 years of as a sworn police officer shall be paid 5% of the employee's current base salary.
- (c) Employees hired by the City prior to January 1, 2016, who do not have an Associate degree or a Bachelor's degree but who have an Intermediate POST Certificate shall receive the 5% incentive.

10% Education Incentive Criteria

- (a) An employee with a Bachelor's degree and Advanced POST Certificate plus 6 years as a sworn police officer shall be paid 5% of the employee's current base salary for the Bachelor's degree and 5% of the employee's current base salary for the Advanced Certificate (10% total).
- (b) An employee with a Master's degree and Advanced POST Certificate plus 4 years as a sworn police officer shall be paid 5% of the employee's current base salary for the Master's degree and 5% of the employee's current base salary for the Advanced Certificate (10% total).

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- (c) Employees [hired by the City prior to January 1, 2016](#), not having a Bachelor's degree or a Master's degree but who have a POST Advanced Certificate shall receive the 10% incentive.

15% Education Incentive Criteria

An employee who has a Master's degree and Advanced POST Certificate plus 10 years as a sworn police officer -OR- an employee [hired by the City prior to January 1, 2016](#), who has an Advanced POST Certificate plus 15 years as a sworn police officer shall be paid 15% of the employee's current base salary.

The parties agree that to the extent permitted by law, the compensation in this Article is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Education Incentive Pay.

ARTICLE 8: ACTING PAY

Whenever an employee in the Unit works in excess of ~~thirty (30)~~[seven \(7\)](#) calendar days in a position which is higher than his/her rank (*i.e.*, a Police Lieutenant works as an Acting Police Captain or a Police Captain works as the Acting Police Chief) he/she shall receive the higher of the bottom of the range for the classification in which he/she is acting or five percent (5%). Such pay will commence on the ~~31st~~ [8th](#) calendar day after starting in the acting position.

The parties agree that to the extent permitted by law, the compensation in this Article is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay.

ARTICLE 9: UNIFORM ALLOWANCE

Each employee shall receive a uniform allowance of \$700 per year, which shall be paid in bi-weekly installments. The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each sworn and civilian classification as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

ARTICLE 10: TAKE HOME VEHICLE OR VEHICLE ALLOWANCE

Employees at the rank of Police Lieutenant shall receive [either a take home vehicle or](#) a vehicle allowance of \$200 per month. [If a take home vehicle is chosen, the Police Lieutenant is subject to all of the requirements of the City Administrative Instruction on take home vehicles \(currently Administrative Instruction #A-14\). In addition, the option of being able to choose a take home vehicle is only available to Police Lieutenants who live 50 miles or less from Manhattan Beach City limits.](#) The policies and procedures related to use of privately owned motor vehicles by certain City employees, including Police Lieutenants, is set forth in Personnel Instruction # 15. [Once a Police Lieutenant chooses a take home vehicle, he/she must retain the vehicle for at least six months before he/she can choose to receive the vehicle allowance instead and vice versa.](#)

CHAPTER 3 – BENEFITS

ARTICLE 11: RETIREMENT

1. For all employees, except those deemed "new members" within the meaning of the California Public Employees' Pension Reform Act of 2013, the following shall apply:
 - (a) Retirement Formula: Per California Government Code 21362.2, also known as the 3% @ 50 plan.

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- (b) The City has contracted with PERS for the One-Year Final Compensation option, “single highest year” (Government Code Section 20042).
- (c) ~~Effective November 30, 2013, e~~Employees shall pay the nine percent (9%) member contribution. ~~Effective in the first full pay period including January 1, 2015, e~~Employees shall also pay an additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code section 20516(f).

2. For all employees deemed “new members” within the meaning of the California Public Employees’ Pension Reform Act of 2013, the following shall apply:

~~(a) — The parties agree that the provisions of AB 340 (The California Pension Reform Act of 2013) will go into effect on the effective date of this MOU and that any provisions of that law which automatically become effective on January 1, 2013, shall do so. In addition, if there is any other clean up or other retirement legislation which goes into effect during this MOU and if there are provisions of that legislation which, by law, automatically goes into effect, either party may request to negotiate over the legislation, including over the impact.~~

~~(b)~~(a) Retirement Formula: 2.7% @ 57 retirement formula per Government Code 7522.25(d).

~~(c)~~(b) Final compensation based on the highest annual average pensionable compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or some other 36 consecutive month period designated by the employee per Government Code section 7522.32(a).

~~(d)~~(c) Employee Paid Retirement Contribution: Effective January 1, 2013, the higher of nine percent (9%) or one half of the normal cost rate established by CalPERS. Effective the first full pay period including January 1, 2015, Such employees shall pay the higher of twelve percent (12%) or one half the total normal cost rate. Any amount of such employee’s retirement contribution which is above the total normal cost rate (i.e., if the half the normal cost rate goes below 12%) shall be paid in accordance with Government Code section 20516(f).

3. The City contracts for the following additional optional benefits with CalPERS:

- a) 1959 Survivor's Benefit: The City’s contract with CalPERS provides the basic level of the 1959 Survivor's Benefit per Government Code section 21571.
- b) Military Service Credit: The City’s contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.
- c) Credit for Unused Sick Leave set forth in Government Code section 20965.
- d) Post Retirement Survivor Allowance as set forth at Government Code sections 21624, 21626 and 21628.

ARTICLE 12: HEALTH CARE, OTHER INSURANCES & RETIREE MEDICAL

~~Between November 30, 2013 and December 31, 2013, Health Care and Retiree Medical Contributions are provided for in the City’s Personnel Rules in Article 12. Effective January 1, 2014, these benefits are as provided below.~~

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1. Medical

- (a) The City contracts with the California Public Employees' Retirement System (CalPERS) for health care. The City will contribute the minimum employer contribution as provided under Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA).
- (b) The City agrees to provide a contribution (as addressed in subsection c below) to cover the PORAC Plan at the level the employee is enrolled, either single, employee with one dependent, or employee with two or more dependents. The City's contribution will be inclusive of (not in addition to) the CalPERS statutory minimum as provided in paragraph 1(a) above. To the extent out-of-pocket costs are incurred, the City will process the costs through premium conversion, thereby reducing the employee's taxable income.
- (c) The amount the City will contribute for each employee's medical insurance is ninety-five percent (95%) of the premium for the CalPERS PORAC plan, depending on whether the employee is enrolled as single, employee with one dependent or employee with two or more dependents. If the plan chosen is less costly than the rates of the PORAC plan, the City will pay 95% of the premium for the plan chosen with the employee paying (with a deduction from their pay) for the remainder of the plan chosen. If an employee chooses a plan which is more costly than 95% of the PORAC premium rate, the employee will pay the difference between the 95% of the PORAC premium rate and the more expensive plan.
- (d) There shall be no cash back to employees from their health care allowance, however, employees who opt out of health insurance completely will receive 95% of the employee only PORAC premium rate, which will be paid to the employee in their normal paycheck subject to applicable taxes to the extent the City would have contributed to the City's Section 125 Healthcare or Childcare flexible benefit plan (if qualified to participate) up to the maximum allowed by law. If taken as pay, this amount will not be compensation earnable (i.e., PERsable) as it is not part of the employee's compensation and is not considered "special compensation" under the CalPERS regulations which define "special compensation". Employees may choose to allocate the amount to the City's Section 125 Healthcare or Childcare Flexible Benefits Plan up to the maximum allowed by law. Employees completely opting out of health insurance must show proof of coverage under another acceptable group health plan. ~~which may be allocated to the City's Section 125 Healthcare or Childcare Flexible Benefits Plan up to the maximum allowed by law. Any health care allowances which exceed the maximums permitted to be allocated to the City's Section 125 Healthcare or Childcare Flexible Benefits Plan will not be provided to employees.~~
- (e) ~~(e)~~—The City shall pay any surcharge assessed by PERS on the health care premiums up to 3.3%. Any surcharges above 3.3% shall be paid by the employee.
- (f) The parties agree to a reopener at any time during the term of the MOU to address issues related to the Affordable Care Act.

2. Dental

The City will provide \$70.00 each month for each member of the unit which they may apply to dental insurance or receive back in cash. To the extent that a member chooses dental insurance coverage which exceeds \$70.00 per month, the additional costs will be made per a payroll deduction. The City will provide coverage at the level the employee is enrolled, either single, employee with one dependent, or employee with two or more dependents. To the extent out-of-pocket costs are incurred, the City will

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process the costs through premium conversion, thereby reducing the employee's taxable income.

3. Vision

The City shall provide a City paid vision plan for employees and eligible dependents.

4. Accidental Death and Dismemberment Insurance (AD&D)

Employees in the Unit are eligible to receive AD&D insurance as provided though and subject to the conditions of the City's policy with The Standard. For accidental loss of life, the amount of the benefit is equal to the Basic Life Insurance coverage amount. For other covered losses, the amount of the benefit is a percentage of the AD&D insurance coverage amount.

5. Life Insurance

Employees in the Unit receive a Life Insurance benefit equal to 1.5 times annual base salary up to a maximum of \$500,000.

6. Long-Term Disability Insurance

Employees in the Unit receive a City paid Long-Term Disability benefit which is equal to 60% of base salary (of the first \$11,667) after a 60-day waiting period. Thus, this benefit begins on the employee's 61st day off work on a long-term disability. The maximum monthly benefit is \$7,000 per month. This benefit is provided through and subject to the conditions of the City's policy with The Standard.

7. Short-Term Disability Insurance

Employees in the Unit are eligible to purchase a Short-Term Disability plan which is employee paid with a benefit which is equal to 60% of base salary (of the first \$11,556) after a 30-day waiting period. This benefit is optional. Payment for this benefit will be made by way of a biweekly payroll deduction.

8. Retiree Medical Insurance

(a) Effective January 1, 1990, the City paid \$1.00 per month for retirees in the unit electing to participate in the CalPERS medical insurance program. The \$1.00 per month amount increased each year by 5% of the minimum employer contribution as provided by the Public Employees' Medical and Hospital Care Act (PEMHCA). The City shall pay any mandated surcharge increases required by CalPERS. Because the City contracts with CalPERS for the provision of medical insurance it complies with the requirements of Public Employees' Medical and Hospital Care Act (PEMHCA). Therefore, the City shall pay the CalPERS statutory minimum amount on behalf of all employees who retire from the City in accordance with the requirements of PEMHCA.

(b) In addition to the provision of the CalPERS statutory minimum as provided paragraph (a) above, Any employee who retires and who has a minimum of twenty (20) years of service with the City of Manhattan Beach, shall receive a contribution of \$400 per month. This amount is not a designated PEMHCA contribution.

This additional ~~Said~~ contribution of \$400 will be used toward health insurance costs, unless and until the following occur:

- 1) The retiree reaches 65 years of age; or

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- 2) The retiree becomes eligible for Medicare; or
- 3) The retiree dies.

If any of the preceding conditions occur, the employee shall no longer be eligible to receive the additional (\$400.00) retiree medical contribution.

ARTICLE 13: TUITION REIMBURSEMENT PROGRAM

All members covered under this agreement shall be eligible to participate in the City's tuition reimbursement program as outlined in the applicable Personnel Instruction. The current annual reimbursement amount for tuition and books is \$~~3,000~~2,500.

ARTICLE 14: HOURS OF WORK/OVERTIME

1. All employees in the bargaining unit are exempt from overtime per the Fair Labor Standards Act (FLSA).
2. Notwithstanding that all employees in the unit are exempt from overtime per the FLSA, Lieutenants will receive overtime at time and one half base rate for field operations. Field operations refers to duties related to law enforcement work in the field, including, but not limited to, rescuing crime or accident victims, preventing or detecting crimes, performing surveillance, pursuing, restraining and apprehending suspects, detaining or supervising suspected and convicted criminals, interviewing witnesses, interrogating suspects, supervising field operations at events such as Six Man, Hometown Fair, Grand Prix, MB 10K, Holiday Fireworks and US Volleyball. The Lieutenants will also be compensated overtime if there is a SWAT callout requiring them to work additional hours as the commander of the SWAT or CNT Team. The overtime rate includes base wages and specialty pays including education pay but excluding car and uniform allowance.
3. Lieutenants also receive straight time base wages for attendance at meetings, trainings and other administrative duties beyond their regular work hours.
4. All Employees in the Unit shall work a 4/10. However, scheduling is the right of the Chief of Police.

CHAPTER 4 – LEAVES OF ABSENCE

ARTICLE 15: LEAVES OF ABSENCE

1. General Leave
 - (a) Employees in the unit shall accrue General Leave in lieu of vacation and sick leave. General Leave can be used if an employee is ill or can be used as would vacation by requesting it of the Police Chief in advance.
 - (b) Employees in the Unit shall accrue General Leave as follows:
 - 1) 0 months to 4.99 full years - 16.67 hours/month
 - 2) 5 full years to 9.99 full years -20.00 hours/month
 - 3) 10 full years or more - 23.33 hours/month

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- (c) Employees may accumulate up to three years of general leave accrual. If an employee reaches the general leave accrual maximum, that employee will not accumulate further leave until such time that the employee's accrual rate returns to below the maximum amount. Under special circumstances, and with City Manager approval, an employee may be allowed to accrue over the maximum on a temporary basis.
- (d) When an employee uses general leave for a purpose which qualifies for leave per the Federal Family and Medical Care Leave Act (FMLA) and/or the State California Family Rights Act (CFRA) or is disabled by pregnancy, the City may run the employee's FMLA/CFRA leave and/or Pregnancy Disability Leave (PDL) concurrently with the general leave. In addition, if an employee uses FMLA/CFRA or PDL for a purpose which these laws would entitle the City to require the use of general leave the City may do so.
- (e) During the fiscal year, in the payroll period prior to the final payday in either June or December, employees may exchange up to a maximum of 120 hours of earned general leave for pay. However, any employee cashing in general leave hours, must leave a minimum balance of 80 hours in his/her bank after the cash out is completed.
- (f) When an employee leaves City employment, he/she will be paid for his/her General Leave at their current base rate of pay.

2. Sick Leave

- (a) When the City converted to General Leave, existing sick leave was frozen. No sick leave is accruing. If an employee exhausts his/her frozen sick leave bank, he/she will no longer have sick leave. Unit members with sick leave balances may use such sick leave in the following circumstances:
 - 1) For any catastrophic illness or off the job injury. Any illness or off-the job injury verified by a physician, that is ten consecutive working days or more is defined as "catastrophic". Absences for the first ten days will initially be charged to General Leave. On the 11th day, the General Leave will be reinstated and the sick leave will be used retroactive to the first day of the absence. Sick leave will then be used for the duration of the absence or until exhausted.
 - 2) If the employee has exhausted all accrued General Leave, an employee may use accrued (frozen) sick leave even if the illness or injury is not catastrophic as defined.

3. Holidays

- (a) Employees are entitled to 110 hours off in lieu of paid holidays each year. Holiday leave shall vest at the rate of 4.231 hours each bi-weekly pay period, however, each employee's holiday leave bank shall be advanced the entire year's accumulation (110 hours) the first full pay period after July 1 of each year. Effective the first pay period in December, an employee may cash out up to 30 hours of accrued, unused holiday hours.
- (b) When an employee separates from City employment, he/she will receive the unused pro-rata portion (*i.e.*, what they have earned to that point in the year) of the holiday in lieu hours for that fiscal year.
- (c) Employees who leave City service shall be paid for their unused, vested holiday leave upon separation. Any advanced holiday leave that is used but not vested, shall be deducted from an

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employee's final paycheck. In the event an employee's final paycheck is insufficient to cover the advanced leave, the City reserves the right to collect any monies due from the departing employee.

4. Bereavement Leave

An employee may use up to five days of paid leave (however, only a maximum of 40 total hours) in a twelve (12) month period beginning on the date the first leave begins for bereavement leave as a result of the death of a member of the employee's immediate family (*i.e.*, the employee's husband, wife, parent, registered domestic partner, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother in law, foster child, and foster parent (as well as grandparents or grandchildren if living in the same residence as the employee)).

5. Workers' Compensation Leave

Employees in the unit are eligible to receive salary continuation in accordance with Labor Code section 4850.

6. Military Leave

Employees in the unit shall enjoy military leave rights and benefits in accordance with both state and federal law.

7. Leave of Absence Without Pay

The City Manager may grant an employee of the unit a leave of absence without pay for up to one year at his/her discretion. Such a leave will not be granted unless the employee has exhausted all other accrued leaves. An employee who fails to promptly return from a leave without pay may be subject to termination.

8. Jury Duty

It is the City's policy to provide up to (80 hours) paid leave time to full-time employees summoned for jury duty in accordance with the City's Personnel Instruction on jury duty. Officers summoned to appear in court for jury duty purposes shall notify their supervisor when so summoned and will be required to provide court documentation of such appearance.

CHAPTER 5 – EMPLOYER – EMPLOYEE RELATIONS

ARTICLE 16: GRIEVANCE PROCEDURE

1. Definition of Grievance

Grievance shall be defined as a dispute between (1) an employee, group of employees, or the Association on behalf of an individual employee or group of employees, and (2) the city, regarding the application or interpretation of specific provisions of the MOU or City Personnel Rules and Regulations. This procedure is not intended to discourage resolution of disputes regarding the MOU in an informal manner.

2. Grievance Submittal

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Grievances must be submitted on the Grievance form and within the proper time frames to be considered. Time limits when filing formal grievances may be extended by mutual agreement between the parties.

3. Grievance Procedure Steps

(a) Informal Process

The employee, a representative of the group of employees if a group grievance or a representative of the Association if filed by the Association shall first discuss the issue with an appropriate supervisor as soon as practical and in any event no later than 20 working days from the occurrence or knowledge of the occurrence of the issue. The supervisor should respond and when appropriate resolve the issue within 20 working days from the date of the discussion with the employee.

(b) Formal Process

- 1) If the grievant is not satisfied with the supervisor's response in the informal process, the grievance may be submitted for formal review by completing the Police Department Review Grievance Form, stating the specific MOU or City Personnel rule or regulation that was improperly applied and stating the specific resolution desired. This Grievance Form shall be submitted to the Chief of Police for review within 20 working days of the supervisor's response in the Informal process. The Chief will give a written reply by the end of the tenth (10th) workday following the date the grievance was submitted.
- 2) If the grievance is not resolved in Step 1 of the formal process, the employee must, within 5 working days following receipt of the Chief's written reply, present the grievance form to the Human Resources Director for further processing. The failure of the grievant to take this action will constitute a waiver of the grievance, unless time limits are extended through mutual agreement.
- 3) Within ten working days of receipt of the grievance, the Human Resources Director will contact the grievant to schedule a meeting with the City Manager or his/her designee to hear the grievance. Either the City or the employee(s)' (or Association's) representative may call other employees as witnesses during the meeting.
- 4) A written decision will then be rendered within 15 working days of the hearing. The decision of the City Manager will conclude the grievance process.

ARTICLE 17: DISCIPLINE AND APPEAL PROCESS

1. General Policy

The City is committed to following the principles of progressive discipline. Disciplinary actions should be designed to fit the nature of the problem. The particular action imposed shall depend on the severity of the misconduct, the particular factual circumstances involved and take into consideration other incidents with comparable circumstances. All disciplinary action shall be based on the principles of just cause. Employees may be disciplined for any grounds deemed appropriate by their supervisor or the Chief of Police.

2. Provisions

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(a) Actions defined:

1) Oral or Written Warnings

The use of oral or written warnings shall not be considered disciplinary action, and shall be used as a tool by supervisors to address performance problems or minor instances of misconduct and may be initiated at any time. The supervisor or manager should review with the employee both the specific deficiencies in question and the City's standards. The cause(s) of the deficiency should be identified along with specific improvement needed. Any written warnings will be kept in the supervisory file, not the official personnel file, and a copy given to the employee. The employee may respond in writing within 30 days. The supervisory file is intended to be a temporary file to record performance, both positive and negative, throughout the performance year. When the performance evaluation is prepared for the employee, the entire contents of the supervisory file should be considered in determining the overall performance. Once the evaluation is completed and filed in the employee's personnel file, all written performance feedback prepared during the evaluation period must be discarded.

2) Letter of Reprimand

A Letter of Reprimand shall be considered the lowest level of discipline and generally is appropriate to correct an instance of more serious circumstance or employee misconduct which does not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a Letter of Reprimand is to put the employee on notice that the City will take other disciplinary action unless improvement in performance is demonstrated. The supervisor or manager issuing the Letter of Reprimand shall meet with the employee to discuss specific improvements required within a defined time period to avoid further disciplinary action. A copy of the Letter of Reprimand will be placed in the employee's official personnel file. The employee has the right to respond within 30 days. If an employee wishes to appeal a Letter of Reprimand, that appeal shall be to the Chief of Police.

3) Suspension

Suspension is the temporary removal of an employee from his duties without pay for up to thirty (30) calendar days.

4) Reduction in Pay

A Reduction in Pay is a reduction in hourly salary for a limited and defined period of time, and does not result in any classification change. The employee continues to report to work for the duration of the Reduction in Pay.

5) Demotion

Demotion is the movement of an employee from his current classification to a new classification having a lower salary range.

6) Discharge

Discharge is the involuntary termination of an employee.

(b) Pre-Disciplinary Procedure ("Skelly Meeting")

If an employee is to receive a letter of reprimand, be suspended, receive a reduction in pay, be

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demoted or discharged, the employee shall:

- 1) Receive written notice of the intended action at least 7 working days before the date it is intended to become effective, which provides the specific grounds and the particular facts upon which the action is based.
- 2) Receive copies of any known materials, reports or other documents upon which the intended action is based.
- 3) The employee shall have the right to respond in writing and/or orally within a reasonable period of time to the intended charges and/or be accorded the right to meet within a reasonable period of time with the Chief of Police who has the authority to modify or eliminate the intended disciplinary action.
- 4) Be given the written decision of the Chief prior to the effective date of the disciplinary action.

(c) Appeal Process

- 1) A disciplinary action of Letter of Reprimand and any suspension up to and including 3 days, is appealable as follows:

Step 1: The employee must, within five (5) working days, present the appeal to the Human Resources Director for processing. The failure of the employee to take this action shall constitute a waiver of the appeal, unless time limits are extended through mutual agreement.

Step 2: Within ten working days of receipt of the appeal, the Human Resources Director will set up a meeting between the employee and his/her representative with the City Manager or his or her designee to review the issues. A written decision will then be rendered within fifteen (15) working days of the meeting. The decision of the City Manager will be final.

- 2) A disciplinary action of suspension in excess of 3 days, or if the result of the discipline is over 3 days total suspension time in a 12-month period, reduction in pay, demotion or discharge is appealable using the following process.

Appeal Procedure:

Step 1: The employee may appeal to the Board of Review (LA County Civil Service Commission) or request an outside Arbitrator to hear the appeal by filing an appeal to the Police Chief's action within ten (10) working days. The Arbitrator will be selected from a list supplied by the State Mediation and Conciliation Services which is now part of the Public Employment Relations Board. In the event agreement cannot be reached on the identity of the arbitrator, both parties will alternately strike names from the list until only one remains. The order of striking names will be decided by a flip of the coin

Step 2: In cases of discharge, reduction of pay or suspension without pay in excess of five (5) days, a hearing will be granted. For suspensions of 4 or 5 days, the Board of Review or Arbitrator may make a decision without a hearing, after a review of the written materials submitted by all parties concerned. The City Manager may affirm, revoke or modify the

MANHATTAN BEACH POLICE MANAGEMENT ASSOCIATION MOU

action of the Board of Review or Arbitrator and that decision shall be final.

- 3) The City and PMA will each pay half of the cost of appeals to a Board of Review or an Arbitrator if the Association assists the appellant in its representative capacity or in any way financially. Shared costs shall include only those charges from the Board of Review or Arbitrator.

d) Retention of disciplinary documents

An employee subject to a discipline of up to a four hour suspension or less may request that disciplinary documents be removed from the employee's personnel file after eighteen (18) months (from the date of issuance) have passed if the employee has not received any discipline in the eighteen month period and he/she requests removal in writing from the Human Resources Director.

ARTICLE 18: PROBATIONARY PERIOD

1. If an employee is hired into the Unit from outside the City of Manhattan Beach from a lower rank than the one he/she is hired into, his/her probationary period shall be not less than 18 months.
2. If an employee promotes into the Unit from a City of Manhattan Beach position (*e.g.*, a Sergeant promoted to Lieutenant), or is hired from outside the City of Manhattan Beach at the same rank he/she is being hired into, he/she shall serve a probationary period of not less than twelve (12) months.
3. A probationary period may be extended upon the recommendation of the Police Chief and approval of the City Manager. Any such extension will occur prior to the expiration of the employee's probationary period. Such extension shall not exceed six (6) months unless approved by the City Council.
4. At any time during the probationary period (including an extended period if extended), the employee on probation may be rejected with no right of appeal. If rejected, the employee will be notified in writing and such writing will be placed in his/her personnel file.
5. An employee who is rejected from probation following a promotion shall be reinstated to his/her former position unless the employee is terminated for cause and served with a Notice of Intent to Terminate and he/she is terminated in accordance with the Discipline article in this MOU.

ARTICLE 19: WORK STOPPAGE PROHIBITION

1. Prohibited Conduct
 - (a) The Association, its officers, agents, representative, and members, agree that, during the term of this Memorandum of Understanding or any agreed upon extensions of the MOU, they will not call or engage in any strike, walkout, work stoppage, sickout, blue flu, concerted withholding of services by employees represented by the Association, disruption of City services, or honor any job action by any other employee or group of employees of the City or any union or association of employees by withholding or refusing to perform services; provided, however, that by executing this agreement neither the Association nor any of its members waive their rights (1) under Section 6300 et seq. of the California Labor Code to refuse to work under unsafe conditions and (2) under the United States and California Constitutions to exercise their rights of freedom of speech, assembly and association such as by engaging in lawful informational picketing.

MANHATTAN BEACH POLICE MANAGEMENT ASSOCIATION MOU

- (b) This article shall not constitute a waiver by the City of its position that any work stoppages are illegal, regardless of whether or not a valid MOU is or is not in effect. Nor shall this article constitute a waiver by the Association of its rights to engage in any strike walkout, work stoppage, sick-out, blue flu, or other job actions that are allowable under the law at the conclusion of the term of this MOU or any agreed upon extensions, and to assert that these actions are lawful.
- (c) In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited above, the Association shall utilize reasonable efforts to stop such conduct and immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this Memorandum of Understanding and are unlawful, and that they must immediately cease such conduct and return to work.
- (d) In the event the Association carries out in good faith its responsibilities set forth in Paragraph (b) above, it shall not be liable for the actions of any individual who participates in conduct prohibited by Paragraph 1 above. Any employee who participates in any conduct prohibited above or violates any other City rule or regulation, shall be subject to disciplinary action including termination by the City.

This shall not abrogate the right of any employee to receive all due process guaranteed to him or her in procedures relating to disciplinary action.

ARTICLE 20: GARNISHMENTS

A \$25.00 initial set-up fee and \$7.00 service charge per garnishment per payroll check shall be charged to the employee. Child support garnishments will be subject to the \$25 set up fee and \$1.00 service charge per garnishment per payroll check.

ARTICLE 21: NO SMOKING

Employees hired after September 3, 1988, must refrain from smoking tobacco or using any other tobacco substance at any time on or off duty as a condition of continued employment. Violation of this condition of employment shall be deemed good cause for discipline up to and including dismissal.

ARTICLE 22: DRUG TESTING PROGRAM

The City and the Association agree to mutually work together for the prevention of alcohol and substance abuse in the workplace for the benefit of the employees, City, and the residents of Manhattan Beach. Employees in the unit are subject to the Personnel Instruction entitled Drug-Free Work Environment Program.

ARTICLE 23: DUES DEDUCTION

The City shall allow for one Police Management Association payroll deduction per member. Said deduction shall be declared at the beginning of each fiscal year and shall be the same percentage or dollar amount for all.

ARTICLE 24: SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause, or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this Memorandum of Understanding.

ARTICLE 25: MANAGEMENT RIGHTS RESERVED

MANHATTAN BEACH POLICE MANAGEMENT ASSOCIATION MOU

1. The scope of representation does not include consideration by the City of changes in the merits, necessity or organization of any service activities provided by law or executive order and accordingly, the following determinations shall not be subject to the meet and confer process:
 - (a) Issues of public policy;
 - (b) The merits, necessity, or organization of any department, service or activity provided by the City pursuant to law or ordinance;
 - (c) Matters which relate to the management of the City or the direction of its work force, including the right to direct employees, to hire, promote, transfer, assign, or retain employees, or suspend, demote, discharge, or take other proper disciplinary action against employees, maintain the efficiency of the operation of the City Government, and take any actions necessary to meet conditions of an emergency nature, subject to the rules and regulations of the City. The City Manager need not meet with the representatives of any recognized employee organization to consider the personal grievance of an individual employee or group of employees until the procedure for the resolution of grievances provided for in this MOU has been completed.

ARTICLE 26: FULL AND COMPLETE UNDERSTANDING

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein.

The parties hereto have caused this Memorandum of Understanding to be executed this ___ day of _____, 2015.

REPRESENTATIVES OF THE MANHATTAN BEACH POLICE MANAGEMENT ASSOCIATION

REPRESENTATIVES OF THE CITY OF MANHATTAN BEACH

BY _____
Steve Tobias, PMA President

BY _____
~~Teresia Zadroga-Haase~~ ~~Cathy Hanson~~,
Human Resources Director

BY _____
~~Ryan Small~~ ~~Derriek Abell~~
Police ~~Lieutenant~~ ~~Captain~~

BY _____
Bruce Moe, Finance Director

BY _____
~~Kimberly D. Riley~~
~~Dawson & Riley~~

BY _____
Eve Irvine, Police Chief

BY _____
Mark Danaj, City Manager

BY _____

Peter J. Brown
Liebert Cassidy Whitmore

EXHIBIT A – SALARY SCHEDULE – SALARY STEPS FOR POLICE LIEUTENANTS AND SALARY RANGES FOR POLICE CAPTAINS

POLICE LIEUTENANTS

Effective January 1, 2016 – Salary Steps for Police Lieutenants

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step5</u>
<u>\$12,986</u>	<u>\$13,311</u>	<u>\$13,644</u>	<u>\$13,984</u>	<u>\$14,334</u>

POLICE CAPTAINS

Effective November 30, 2013

~~Police Lieutenant – \$12,608 – \$14,000~~

~~Police Captain – \$13,054 – \$14,933~~

Effective the pay period including January 1, 20152016

~~Police Lieutenant – \$12,986 – \$14,420~~

Police Captain - \$~~14,344~~3,446 - \$15,381

Effective the pay period including January 1, 2017

Police Captain - \$14,344 - \$15,506

MEMORANDUM OF UNDERSTANDING

BETWEEN THE
CITY OF MANHATTAN BEACH
AND THE
MANHATTAN BEACH POLICE MANAGEMENT ASSOCIATION

JANUARY 1, 2016 – DECEMBER 31, 2018



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CHAPTER 1 – INTRODUCTION

ARTICLE 1: PREAMBLE

This Memorandum of Understanding (“MOU”) is prepared between representatives of the City of Manhattan Beach and the Manhattan Beach Police Management Association in accordance with Resolution No. 4506, of the Employer-Employee Organization Relations Resolution. The parties make this MOU effective January 1, 2016.

ARTICLE 2: TERM

This MOU shall become effective January 1, 2016, and will continue in effect through December 31, 2018. During the period covered by this MOU any items concerning wages, and fringe benefits provided by this MOU shall remain in effect unless the parties agree to revise the same by a written modification to this MOU, subject to the limitations expressed in Section 3504 of the Government Code.

ARTICLE 3: RECOGNITION

Pursuant to the provisions of the Employer-Employee Relations Resolution of the City of Manhattan Beach and applicable State laws, the Manhattan Beach Police Management Association is recognized as the exclusive representative of all employees in the classifications Police Lieutenant and Police Captain.

ARTICLE 4: TERMS AND CONDITIONS OF EMPLOYMENT

The provisions of this MOU shall constitute the wages, hours, and terms and conditions of employment for the employees during the term of this MOU. The parties recognize that past practices may be identified during the term of this MOU by either party and that such past practices (if they qualify as such under the law) are also part of the terms and conditions of employment during the term of this MOU.

CHAPTER 2 - COMPENSATION

ARTICLE 5: SALARIES

1. The salary steps for Police Lieutenants and salary range for Police Captains are set forth as Exhibit A to this MOU. Police Lieutenants in the unit as of January 1, 2016 will move to the salary step schedule. Those Lieutenants will move to the next step in the schedule on January 1 of the following year (and each year thereafter until reaching the top step) assuming they received a meets standard or above performance evaluation and upon recommendation of the Police Chief and approval of the City Manager. For Police Lieutenants promoted into the unit after January 1, 2016, they shall be placed on the salary step schedule at Step 1 at the time of hire/promotion. They shall be eligible to move to the next step on the salary schedule on their anniversary date of their hire/promotion (and each year thereafter on the same date until reaching the top step) to the rank of Police Lieutenant assuming they received a meets standard or above performance evaluation and upon recommendation of the Police Chief and approval of the City Manager.
2. Effective the first day of the pay period following City Council approval of this MOU or the first day of the pay period following January 1, 2016, whichever is later, Police Captains shall receive a 3.75% increase to base salary.

Effective the first day of the pay period following January 1, 2017, Police Captains shall receive a 3.75% increase to base salary.
3. If a Lieutenant is promoted to Captain, that person, no matter what salary step he/she is on, will be paid at least 5% higher on the Police Captain’s range than the highest paid Lieutenant at the time. This will

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guarantee at least a 5% base salary increase and perhaps more if the Lieutenant promoted is not the highest paid Lieutenant at the time. At no time can the new salary exceed the top of the Captain's salary range. If the base salary of the Lieutenant who is promoted to Captain is higher than an existing Captain, the City shall have discretion to consider an increase in base salary to the existing Captain to address the new Captain's base salary being higher than the incumbent Captain.

ARTICLE 6: DEFERRED COMPENSATION

Employees in the Unit are permitted to contribute pre-tax (and tax deferred) to a 457 plan set up through ICMA-RC. There are no City contributions into the 457 plan. The 457 is funded exclusively through employee contributions at his/her option.

ARTICLE 7: EDUCATION INCENTIVE PAY

The education incentive program for all employees will be as follows:

Employees will be eligible for education incentives once they meet the requirements below. Total years as a sworn police employee include service with another agency. The education incentive pay shall be included in the bi-weekly paycheck based on prorated amounts. The amounts below are not cumulative. Thus, if an employee has the education qualifying them for one of the levels below, they can only receive the incentive for the one level (5%, 10% or 15%) at which they qualify as set forth below.

5% Education Incentive Criteria

- (a) An employee with an Associate degree and Intermediate POST Certificate plus 4 years as a sworn police officer shall be paid 5% of the employee's current base salary.
- (b) An employee with a Bachelor's degree and Intermediate POST Certificate plus 2 years of as a sworn police officer shall be paid 5% of the employee's current base salary.
- (c) Employees hired by the City prior to January 1, 2016, who do not have an Associate degree or a Bachelor's degree but who have an Intermediate POST Certificate shall receive the 5% incentive.

10% Education Incentive Criteria

- (a) An employee with a Bachelor's degree and Advanced POST Certificate plus 6 years as a sworn police officer shall be paid 5% of the employee's current base salary for the Bachelor's degree and 5% of the employee's current base salary for the Advanced Certificate (10% total).
- (b) An employee with a Master's degree and Advanced POST Certificate plus 4 years as a sworn police officer shall be paid 5% of the employee's current base salary for the Master's degree and 5% of the employee's current base salary for the Advanced Certificate (10% total).
- (c) Employees hired by the City prior to January 1, 2016, not having a Bachelor's degree or a Master's degree but who have a POST Advanced Certificate shall receive the 10% incentive.

15% Education Incentive Criteria

An employee who has a Master's degree and Advanced POST Certificate plus 10 years as a sworn police officer -OR- an employee hired by the City prior to January 1, 2016, who has an Advanced POST Certificate plus 15 years as a sworn police officer shall be paid 15% of the employee's current base salary.

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The parties agree that to the extent permitted by law, the compensation in this Article is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Education Incentive Pay.

ARTICLE 8: ACTING PAY

Whenever an employee in the Unit works in excess of seven (7) calendar days in a position which is higher than his/her rank (*i.e.*, a Police Lieutenant works as an Acting Police Captain or a Police Captain works as the Acting Police Chief) he/she shall receive the higher of the bottom of the range for the classification in which he/she is acting or five percent (5%). Such pay will commence on the 8th calendar day after starting in the acting position.

The parties agree that to the extent permitted by law, the compensation in this Article is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay.

ARTICLE 9: UNIFORM ALLOWANCE

Each employee shall receive a uniform allowance of \$700 per year, which shall be paid in bi-weekly installments. The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each sworn and civilian classification as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

ARTICLE 10: TAKE HOME VEHICLE OR VEHICLE ALLOWANCE

Employees at the rank of Police Lieutenant shall receive either a take home vehicle or a vehicle allowance of \$200 per month. If a take home vehicle is chosen, the Police Lieutenant is subject to all of the requirements of the City Administrative Instruction on take home vehicles (currently Administrative Instruction #A-14). In addition, the option of being able to choose a take home vehicle is only available to Police Lieutenants who live 50 miles or less from Manhattan Beach City limits. The policies and procedures related to use of privately owned motor vehicles by certain City employees, including Police Lieutenants, is set forth in Personnel Instruction # 15. Once a Police Lieutenant chooses a take home vehicle, he/she must retain the vehicle for at least six months before he/she can choose to receive the vehicle allowance instead and vice versa.

CHAPTER 3 – BENEFITS

ARTICLE 11: RETIREMENT

1. For all employees, except those deemed "new members" within the meaning of the California Public Employees' Pension Reform Act of 2013, the following shall apply:
 - (a) Retirement Formula: Per California Government Code 21362.2, also known as the 3% @ 50 plan.
 - (b) The City has contracted with PERS for the One-Year Final Compensation option, "single highest year" (Government Code Section 20042).
 - (c) Employees shall pay the nine percent (9%) member contribution. Employees shall also pay an additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code section 20516(f).
2. For all employees deemed "new members" within the meaning of the California Public Employees' Pension Reform Act of 2013, the following shall apply:

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- (a) Retirement Formula: 2.7% @ 57 retirement formula per Government Code 7522.25(d).
 - (b) Final compensation based on the highest annual average pensionable compensation during the three consecutive years of employment immediately preceding the effective date of his or her retirement or some other 36 consecutive month period designated by the employee per Government Code section 7522.32(a).
 - (c) Employee Paid Retirement Contribution: Such employees shall pay the higher of twelve percent (12%) or one half the total normal cost rate. Any amount of such employee's retirement contribution which is above the total normal cost rate (i.e., if the half the normal cost rate goes below 12%) shall be paid in accordance with Government Code section 20516(f).
3. The City contracts for the following additional optional benefits with CalPERS:
- a) 1959 Survivor's Benefit: The City's contract with CalPERS provides the basic level of the 1959 Survivor's Benefit per Government Code section 21571.
 - b) Military Service Credit: The City's contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.
 - c) Credit for Unused Sick Leave set forth in Government Code section 20965.
 - d) Post Retirement Survivor Allowance as set forth at Government Code sections 21624, 21626 and 21628.

ARTICLE 12: HEALTH CARE, OTHER INSURANCES & RETIREE MEDICAL

1. Medical

- (a) The City contracts with the California Public Employees' Retirement System (CalPERS) for health care. The City will contribute the minimum employer contribution as provided under Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA).
- (b) The City agrees to provide a contribution (as addressed in subsection c below) to cover the PORAC Plan at the level the employee is enrolled, either single, employee with one dependent, or employee with two or more dependents. The City's contribution will be inclusive of (not in addition to) the CalPERS statutory minimum as provided in paragraph 1(a) above. To the extent out-of-pocket costs are incurred, the City will process the costs through premium conversion, thereby reducing the employee's taxable income.
- (c) The amount the City will contribute for each employee's medical insurance is ninety-five percent (95%) of the premium for the CalPERS PORAC plan, depending on whether the employee is enrolled as single, employee with one dependent or employee with two or more dependents. If the plan chosen is less costly than the rates of the PORAC plan, the City will pay 95% of the premium for the plan chosen with the employee paying (with a deduction from their pay) for the remainder of the plan chosen. If an employee chooses a plan which is more costly than 95% of the PORAC premium rate, the employee will pay the difference between the 95% of the PORAC premium rate and the more expensive plan.
- (d) There shall be no cash back to employees from their health care allowance, however, employees

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who opt out of health insurance completely will receive 95% of the employee only PORAC premium rate, which will be paid to the employee in their normal paycheck subject to applicable taxes to the extent the City would have contributed to the City's Section 125 Healthcare or Childcare flexible benefit plan (if qualified to participate) up to the maximum allowed by law. If taken as pay, this amount will not be compensation earnable (i.e., PERSable) as it is not part of the employee's compensation and is not considered "special compensation" under the CalPERS regulations which define "special compensation". Employees may choose to allocate the amount to the City's Section 125 Healthcare or Childcare Flexible Benefits Plan up to the maximum allowed by law. Employees completely opting out of health insurance must show proof of coverage under another acceptable group health plan.

- (e) The City shall pay any surcharge assessed by PERS on the health care premiums up to 3.3%. Any surcharges above 3.3% shall be paid by the employee.
- (f) The parties agree to a reopener at any time during the term of the MOU to address issues related to the Affordable Care Act.

2. Dental

The City will provide coverage at the level the employee is enrolled, either single, employee with one dependent, or employee with two or more dependents. To the extent out-of-pocket costs are incurred, the City will process the costs through premium conversion, thereby reducing the employee's taxable income.

3. Vision

The City shall provide a City paid vision plan for employees and eligible dependents.

4. Accidental Death and Dismemberment Insurance (AD&D)

Employees in the Unit are eligible to receive AD&D insurance as provided though and subject to the conditions of the City's policy with The Standard. For accidental loss of life, the amount of the benefit is equal to the Basic Life Insurance coverage amount. For other covered losses, the amount of the benefit is a percentage of the AD&D insurance coverage amount.

5. Life Insurance

Employees in the Unit receive a Life Insurance benefit equal to 1.5 times annual base salary up to a maximum of \$500,000.

6. Long-Term Disability Insurance

Employees in the Unit receive a City paid Long-Term Disability benefit which is equal to 60% of base salary (of the first \$11,667) after a 60-day waiting period. Thus, this benefit begins on the employee's 61st day off work on a long-term disability. The maximum monthly benefit is \$7,000 per month. This benefit is provided through and subject to the conditions of the City's policy with The Standard.

7. Short-Term Disability Insurance

Employees in the Unit are eligible to purchase a Short-Term Disability plan which is employee paid with a benefit which is equal to 60% of base salary (of the first \$11,556) after a 30-day waiting period. This benefit is optional. Payment for this benefit will be made by way of a biweekly payroll deduction.

8. Retiree Medical Insurance

- (a) Because the City contracts with CalPERS for the provision of medical insurance it complies with the requirements of Public Employees' Medical and Hospital Care Act (PEMHCA). Therefore, the City shall pay the CalPERS statutory minimum amount on behalf of all employees who retire from the City in accordance with the requirements of PEMHCA.
- (b) In addition to the provision of the CalPERS statutory minimum as provided paragraph (a) above, any employee who retires and who has a minimum of twenty (20) years of service with the City of Manhattan Beach, shall receive a contribution of \$400 per month. This amount is not a designated PEMHCA contribution.

This additional contribution of \$400 will be used toward health insurance costs, unless and until the following occur:

- 1) The retiree reaches 65 years of age; or
- 2) The retiree becomes eligible for Medicare; or
- 3) The retiree dies.

If any of the preceding conditions occur, the employee shall no longer be eligible to receive the additional (\$400.00) retiree medical contribution.

ARTICLE 13: TUITION REIMBURSEMENT PROGRAM

All members covered under this agreement shall be eligible to participate in the City's tuition reimbursement program as outlined in the applicable Personnel Instruction. The current annual reimbursement amount for tuition and books is \$3,000.

ARTICLE 14: HOURS OF WORK/OVERTIME

- 1. All employees in the bargaining unit are exempt from overtime per the Fair Labor Standards Act (FLSA).
- 2. Notwithstanding that all employees in the unit are exempt from overtime per the FLSA, Lieutenants will receive overtime at time and one half base rate for field operations. Field operations refers to duties related to law enforcement work in the field, including, but not limited to, rescuing crime or accident victims, preventing or detecting crimes, performing surveillance, pursuing, restraining and apprehending suspects, detaining or supervising suspected and convicted criminals, interviewing witnesses, interrogating suspects, supervising field operations at events such as Six Man, Hometown Fair, Grand Prix, MB 10K, Holiday Fireworks and US Volleyball. The Lieutenants will also be compensated overtime if there is a SWAT callout requiring them to work additional hours as the commander of the SWAT or CNT Team. The overtime rate includes base wages and specialty pays including education pay but excluding car and uniform allowance.
- 3. Lieutenants also receive straight time base wages for attendance at meetings, trainings and other administrative duties beyond their regular work hours.
- 4. All Employees in the Unit shall work a 4/10. However, scheduling is the right of the Chief of Police.

CHAPTER 4 – LEAVES OF ABSENCE

ARTICLE 15: LEAVES OF ABSENCE

1. General Leave

- (a) Employees in the unit shall accrue General Leave in lieu of vacation and sick leave. General Leave can be used if an employee is ill or can be used as would vacation by requesting it of the Police Chief in advance.
- (b) Employees in the Unit shall accrue General Leave as follows:
 - 1) 0 months to 4.99 full years - 16.67 hours/month
 - 2) 5 full years to 9.99 full years -20.00 hours/month
 - 3) 10 full years or more - 23.33 hours/month
- (c) Employees may accumulate up to three years of general leave accrual. If an employee reaches the general leave accrual maximum, that employee will not accumulate further leave until such time that the employee's accrual rate returns to below the maximum amount. Under special circumstances, and with City Manager approval, an employee may be allowed to accrue over the maximum on a temporary basis.
- (d) When an employee uses general leave for a purpose which qualifies for leave per the Federal Family and Medical Care Leave Act (FMLA) and/or the State California Family Rights Act (CFRA) or is disabled by pregnancy, the City may run the employee's FMLA/CFRA leave and/or Pregnancy Disability Leave (PDL) concurrently with the general leave. In addition, if an employee uses FMLA/CFRA or PDL for a purpose which these laws would entitle the City to require the use of general leave the City may do so.
- (e) During the fiscal year, in the payroll period prior to the final payday in either June or December, employees may exchange up to a maximum of 120 hours of earned general leave for pay. However, any employee cashing in general leave hours, must leave a minimum balance of 80 hours in his/her bank after the cash out is completed.
- (f) When an employee leaves City employment, he/she will be paid for his/her General Leave at their current base rate of pay.

2. Sick Leave

- (a) When the City converted to General Leave, existing sick leave was frozen. No sick leave is accruing. If an employee exhausts his/her frozen sick leave bank, he/she will no longer have sick leave. Unit members with sick leave balances may use such sick leave in the following circumstances:
 - 1) For any catastrophic illness or off the job injury. Any illness or off-the job injury verified by a physician, that is ten consecutive working days or more is defined as "catastrophic". Absences for the first ten days will initially be charged to General Leave. On the 11th day, the General Leave will be reinstated and the sick leave will be used retroactive to the first day of the absence. Sick leave will then be used for the duration of the absence or until exhausted.

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- 2) If the employee has exhausted all accrued General Leave, an employee may use accrued (frozen) sick leave even if the illness or injury is not catastrophic as defined.

3. Holidays

- (a) Employees are entitled to 110 hours off in lieu of paid holidays each year. Holiday leave shall vest at the rate of 4.231 hours each bi-weekly pay period, however, each employee's holiday leave bank shall be advanced the entire year's accumulation (110 hours) the first full pay period after July 1 of each year. Effective the first pay period in December, an employee may cash out up to 30 hours of accrued, unused holiday hours.
- (b) When an employee separates from City employment, he/she will receive the unused pro-rata portion (*i.e.*, what they have earned to that point in the year) of the holiday in lieu hours for that fiscal year.
- (c) Employees who leave City service shall be paid for their unused, vested holiday leave upon separation. Any advanced holiday leave that is used but not vested, shall be deducted from an employee's final paycheck. In the event an employee's final paycheck is insufficient to cover the advanced leave, the City reserves the right to collect any monies due from the departing employee.

4. Bereavement Leave

An employee may use up to five days of paid leave (however, only a maximum of 40 total hours) in a twelve (12) month period beginning on the date the first leave begins for bereavement leave as a result of the death of a member of the employee's immediate family (*i.e.*, the employee's husband, wife, parent, registered domestic partner, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother in law, foster child, and foster parent (as well as grandparents or grandchildren if living in the same residence as the employee)).

5. Workers' Compensation Leave

Employees in the unit are eligible to receive salary continuation in accordance with Labor Code section 4850.

6. Military Leave

Employees in the unit shall enjoy military leave rights and benefits in accordance with both state and federal law.

7. Leave of Absence Without Pay

The City Manager may grant an employee of the unit a leave of absence without pay for up to one year at his/her discretion. Such a leave will not be granted unless the employee has exhausted all other accrued leaves. An employee who fails to promptly return from a leave without pay may be subject to termination.

8. Jury Duty

It is the City's policy to provide up to (80 hours) paid leave time to full-time employees summoned for jury duty in accordance with the City's Personnel Instruction on jury duty. Officers summoned to appear in court for jury duty purposes shall notify their supervisor when so summoned and will be required to provide court documentation of such appearance.

CHAPTER 5 – EMPLOYER – EMPLOYEE RELATIONS

ARTICLE 16: GRIEVANCE PROCEDURE

1. Definition of Grievance

Grievance shall be defined as a dispute between (1) an employee, group of employees, or the Association on behalf of an individual employee or group of employees, and (2) the city, regarding the application or interpretation of specific provisions of the MOU or City Personnel Rules and Regulations. This procedure is not intended to discourage resolution of disputes regarding the MOU in an informal manner.

2. Grievance Submittal

Grievances must be submitted on the Grievance form and within the proper time frames to be considered. Time limits when filing formal grievances may be extended by mutual agreement between the parties.

3. Grievance Procedure Steps

(a) Informal Process

The employee, a representative of the group of employees if a group grievance or a representative of the Association if filed by the Association shall first discuss the issue with an appropriate supervisor as soon as practical and in any event no later than 20 working days from the occurrence or knowledge of the occurrence of the issue. The supervisor should respond and when appropriate resolve the issue within 20 working days from the date of the discussion with the employee.

(b) Formal Process

- 1) If the grievant is not satisfied with the supervisor's response in the informal process, the grievance may be submitted for formal review by completing the Police Department Review Grievance Form, stating the specific MOU or City Personnel rule or regulation that was improperly applied and stating the specific resolution desired. This Grievance Form shall be submitted to the Chief of Police for review within 20 working days of the supervisor's response in the Informal process. The Chief will give a written reply by the end of the tenth (10th) workday following the date the grievance was submitted.
- 2) If the grievance is not resolved in Step 1 of the formal process, the employee must, within 5 working days following receipt of the Chief's written reply, present the grievance form to the Human Resources Director for further processing. The failure of the grievant to take this action will constitute a waiver of the grievance, unless time limits are extended through mutual agreement.
- 3) Within ten working days of receipt of the grievance, the Human Resources Director will contact the grievant to schedule a meeting with the City Manager or his/her designee to hear the grievance. Either the City or the employee(s)' (or Association's) representative may call other employees as witnesses during the meeting.
- 4) A written decision will then be rendered within 15 working days of the hearing. The decision of the City Manager will conclude the grievance process.

ARTICLE 17: DISCIPLINE AND APPEAL PROCESS

1. General Policy

The City is committed to following the principles of progressive discipline. Disciplinary actions should be designed to fit the nature of the problem. The particular action imposed shall depend on the severity of the misconduct, the particular factual circumstances involved and take into consideration other incidents with comparable circumstances. All disciplinary action shall be based on the principles of just cause. Employees may be disciplined for any grounds deemed appropriate by their supervisor or the Chief of Police.

2. Provisions

(a) Actions defined:

1) Oral or Written Warnings

The use of oral or written warnings shall not be considered disciplinary action, and shall be used as a tool by supervisors to address performance problems or minor instances of misconduct and may be initiated at any time. The supervisor or manager should review with the employee both the specific deficiencies in question and the City's standards. The cause(s) of the deficiency should be identified along with specific improvement needed. Any written warnings will be kept in the supervisory file, not the official personnel file, and a copy given to the employee. The employee may respond in writing within 30 days. The supervisory file is intended to be a temporary file to record performance, both positive and negative, throughout the performance year. When the performance evaluation is prepared for the employee, the entire contents of the supervisory file should be considered in determining the overall performance. Once the evaluation is completed and filed in the employee's personnel file, all written performance feedback prepared during the evaluation period must be discarded.

2) Letter of Reprimand

A Letter of Reprimand shall be considered the lowest level of discipline and generally is appropriate to correct an instance of more serious circumstance or employee misconduct which does not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a Letter of Reprimand is to put the employee on notice that the City will take other disciplinary action unless improvement in performance is demonstrated. The supervisor or manager issuing the Letter of Reprimand shall meet with the employee to discuss specific improvements required within a defined time period to avoid further disciplinary action. A copy of the Letter of Reprimand will be placed in the employee's official personnel file. The employee has the right to respond within 30 days. If an employee wishes to appeal a Letter of Reprimand, that appeal shall be to the Chief of Police.

3) Suspension

Suspension is the temporary removal of an employee from his duties without pay for up to thirty (30) calendar days.

4) Reduction in Pay

A Reduction in Pay is a reduction in hourly salary for a limited and defined period of time, and does not result in any classification change. The employee continues to report to work

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for the duration of the Reduction in Pay.

5) Demotion

Demotion is the movement of an employee from his current classification to a new classification having a lower salary range.

6) Discharge

Discharge is the involuntary termination of an employee.

(b) Pre-Disciplinary Procedure (“Skelly Meeting”)

If an employee is to receive a letter of reprimand, be suspended, receive a reduction in pay, be demoted or discharged, the employee shall:

- 1) Receive written notice of the intended action at least 7 working days before the date it is intended to become effective, which provides the specific grounds and the particular facts upon which the action is based.
- 2) Receive copies of any known materials, reports or other documents upon which the intended action is based.
- 3) The employee shall have the right to respond in writing and/or orally within a reasonable period of time to the intended charges and/or be accorded the right to meet within a reasonable period of time with the Chief of Police who has the authority to modify or eliminate the intended disciplinary action.
- 4) Be given the written decision of the Chief prior to the effective date of the disciplinary action.

(c) Appeal Process

- 1) A disciplinary action of Letter of Reprimand and any suspension up to and including 3 days, is appealable as follows:

Step 1: The employee must, within five (5) working days, present the appeal to the Human Resources Director for processing. The failure of the employee to take this action shall constitute a waiver of the appeal, unless time limits are extended through mutual agreement.

Step 2: Within ten working days of receipt of the appeal, the Human Resources Director will set up a meeting between the employee and his/her representative with the City Manager or his or her designee to review the issues. A written decision will then be rendered within fifteen (15) working days of the meeting. The decision of the City Manager will be final.

- 2) A disciplinary action of suspension in excess of 3 days, or if the result of the discipline is over 3 days total suspension time in a 12-month period, reduction in pay, demotion or discharge is appealable using the following process.

Appeal Procedure:

Step 1: The employee may appeal to the Board of Review (LA County Civil Service Commission) or request an outside Arbitrator to hear the appeal by filing an appeal to the Police Chief’s action within ten (10) working

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days. The Arbitrator will be selected from a list supplied by the State Mediation and Conciliation Services which is now part of the Public Employment Relations Board. In the event agreement cannot be reached on the identity of the arbitrator, both parties will alternately strike names from the list until only one remains. The order of striking names will be decided by a flip of the coin

Step 2: In cases of discharge, reduction of pay or suspension without pay in excess of five (5) days, a hearing will be granted. For suspensions of 4 or 5 days, the Board of Review or Arbitrator may make a decision without a hearing, after a review of the written materials submitted by all parties concerned. The City Manager may affirm, revoke or modify the action of the Board of Review or Arbitrator and that decision shall be final.

- 3) The City and PMA will each pay half of the cost of appeals to a Board of Review or an Arbitrator if the Association assists the appellant in its representative capacity or in any way financially. Shared costs shall include only those charges from the Board of Review or Arbitrator.

d) Retention of disciplinary documents

An employee subject to a discipline of up to a four hour suspension or less may request that disciplinary documents be removed from the employee's personnel file after eighteen (18) months (from the date of issuance) have passed if the employee has not received any discipline in the eighteen month period and he/she requests removal in writing from the Human Resources Director.

ARTICLE 18: PROBATIONARY PERIOD

1. If an employee is hired into the Unit from outside the City of Manhattan Beach from a lower rank than the one he/she is hired into, his/her probationary period shall be not less than 18 months.
2. If an employee promotes into the Unit from a City of Manhattan Beach position (*e.g.*, a Sergeant promoted to Lieutenant), or is hired from outside the City of Manhattan Beach at the same rank he/she is being hired into, he/she shall serve a probationary period of not less than twelve (12) months.
3. A probationary period may be extended upon the recommendation of the Police Chief and approval of the City Manager. Any such extension will occur prior to the expiration of the employee's probationary period. Such extension shall not exceed six (6) months unless approved by the City Council.
4. At any time during the probationary period (including an extended period if extended), the employee on probation may be rejected with no right of appeal. If rejected, the employee will be notified in writing and such writing will be placed in his/her personnel file.
5. An employee who is rejected from probation following a promotion shall be reinstated to his/her former position unless the employee is terminated for cause and served with a Notice of Intent to Terminate and he/she is terminated in accordance with the Discipline article in this MOU.

ARTICLE 19: WORK STOPPAGE PROHIBITION

1. Prohibited Conduct

- (a) The Association, its officers, agents, representative, and members, agree that, during the term of

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this Memorandum of Understanding or any agreed upon extensions of the MOU, they will not call or engage in any strike, walkout, work stoppage, sickout, blue flu, concerted withholding of services by employees represented by the Association, disruption of City services, or honor any job action by any other employee or group of employees of the City or any union or association of employees by withholding or refusing to perform services; provided, however, that by executing this agreement neither the Association nor any of its members waive their rights (1) under Section 6300 et seq. of the California Labor Code to refuse to work under unsafe conditions and (2) under the United States and California Constitutions to exercise their rights of freedom of speech, assembly and association such as by engaging in lawful informational picketing.

- (b) This article shall not constitute a waiver by the City of its position that any work stoppages are illegal, regardless of whether or not a valid MOU is or is not in effect. Nor shall this article constitute a waiver by the Association of its rights to engage in any strike walkout, work stoppage, sick-out, blue flu, or other job actions that are allowable under the law at the conclusion of the term of this MOU or any agreed upon extensions, and to assert that these actions are lawful.
- (c) In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited above, the Association shall utilize reasonable efforts to stop such conduct and immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this Memorandum of Understanding and are unlawful, and that they must immediately cease such conduct and return to work.
- (d) In the event the Association carries out in good faith its responsibilities set forth in Paragraph (b) above, it shall not be liable for the actions of any individual who participates in conduct prohibited by Paragraph 1 above. Any employee who participates in any conduct prohibited above or violates any other City rule or regulation, shall be subject to disciplinary action including termination by the City.

This shall not abrogate the right of any employee to receive all due process guaranteed to him or her in procedures relating to disciplinary action.

ARTICLE 20: GARNISHMENTS

A \$25.00 initial set-up fee and \$7.00 service charge per garnishment per payroll check shall be charged to the employee. Child support garnishments will be subject to the \$25 set up fee and \$1.00 service charge per garnishment per payroll check.

ARTICLE 21: NO SMOKING

Employees hired after September 3, 1988, must refrain from smoking tobacco or using any other tobacco substance at any time on or off duty as a condition of continued employment. Violation of this condition of employment shall be deemed good cause for discipline up to and including dismissal.

ARTICLE 22: DRUG TESTING PROGRAM

The City and the Association agree to mutually work together for the prevention of alcohol and substance abuse in the workplace for the benefit of the employees, City, and the residents of Manhattan Beach. Employees in the unit are subject to the Personnel Instruction entitled Drug-Free Work Environment Program.

ARTICLE 23: DUES DEDUCTION

The City shall allow for one Police Management Association payroll deduction per member. Said deduction shall be declared at the beginning of each fiscal year and shall be the same percentage or dollar amount for all.

ARTICLE 24: SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause, or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this Memorandum of Understanding.

ARTICLE 25: MANAGEMENT RIGHTS RESERVED

1. The scope of representation does not include consideration by the City of changes in the merits, necessity or organization of any service activities provided by law or executive order and accordingly, the following determinations shall not be subject to the meet and confer process:
 - (a) Issues of public policy;
 - (b) The merits, necessity, or organization of any department, service or activity provided by the City pursuant to law or ordinance;
 - (c) Matters which relate to the management of the City or the direction of its work force, including the right to direct employees, to hire, promote, transfer, assign, or retain employees, or suspend, demote, discharge, or take other proper disciplinary action against employees, maintain the efficiency of the operation of the City Government, and take any actions necessary to meet conditions of an emergency nature, subject to the rules and regulations of the City. The City Manager need not meet with the representatives of any recognized employee organization to consider the personal grievance of an individual employee or group of employees until the procedure for the resolution of grievances provided for in this MOU has been completed.

ARTICLE 26: FULL AND COMPLETE UNDERSTANDING

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein.

The parties hereto have caused this Memorandum of Understanding to be executed this ____ day of _____, 2015.

REPRESENTATIVES OF THE MANHATTAN
BEACH POLICE MANAGEMENT ASSOCIATION

REPRESENTATIVES OF THE
CITY OF MANHATTAN BEACH

BY _____
Steve Tobias, PMA President

BY _____
Teresia Zadroga-Haase,
Human Resources Director

BY _____
Ryan Small
Police Lieutenant

BY _____
Bruce Moe, Finance Director

BY _____
Kimberly D. Riley
Dawson & Riley

BY _____
Eve Irvine, Police Chief

BY _____
Mark Danaj, City Manager

BY _____
Peter J. Brown
Liebert Cassidy Whitmore

**EXHIBIT A – SALARY SCHEDULE – SALARY STEPS FOR POLICE LIEUTENANTS AND
SALARY RANGES FOR POLICE CAPTAINS**

POLICE LIEUTENANTS

Effective January 1, 2016 – Salary Steps for Police Lieutenants

Step 1	Step 2	Step 3	Step 4	Step 5
\$12,986	\$13,311	\$13,644	\$13,984	\$14,334

POLICE CAPTAINS

Effective the pay period including January 1, 2016

Police Captain - \$14,344 - \$15,381

Effective the pay period including January 1, 2017

Police Captain - \$14,344 - \$15,506

Tentative Agreement November 18, 2015

MEMORANDUM OF UNDERSTANDING

BETWEEN THE
CITY OF MANHATTAN BEACH
AND THE
MANHATTAN BEACH POLICE OFFICERS' ASSOCIATION

JANUARY 1, 2016 – DECEMBER 31, 2018



MB POLICE OFFICERS' ASSOCIATION MOU

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ARTICLE 1: PREAMBLE

This Memorandum of Understanding ("MOU") is prepared between representatives of the City of Manhattan Beach and the Manhattan Beach Police Officers' Association in accordance with Resolution No. 4506, the Employer-Employee Organization Relations Resolution. Full consideration has been given to salaries, employee benefits and other terms and conditions of employment. Pursuant to the provisions of Section 3505.1 of the Government Code of the State of California and Resolution No. 4506 of said City said parties make this MOU effective the pay period including January 1, 201~~63~~.

ARTICLE 2: IMPLEMENTATION

This MOU constitutes a mutual recommendation by the parties, to the City Council, that one or more resolutions be adopted accepting this MOU and effecting the changes enumerated herein relative to wages, fringe benefits, and other terms and conditions of employment for the employees represented by the Manhattan Beach Police Officers' Association. It is expressly intended that the duties, responsibilities, and functions of the City in the operation of its business shall in no manner be impaired, subordinated, or negated by any provisions of this agreement.

ARTICLE 3: RECOGNITION

Pursuant to the provisions of the Employee/Employer Relations Resolution of the City of Manhattan Beach and applicable State laws, the Manhattan Beach Police Officers' Association is recognized as the exclusive representative of all employees in the following classifications for the term of this agreement: Police Officer and Police Sergeant.

ARTICLE 4: TERMS AND CONDITIONS OF EMPLOYMENT

The provisions of this MOU shall constitute the wages, hours, and terms and conditions of employment for the employees during the term of this MOU. The parties recognize that past practices may be identified during the term of this MOU by either party and that such past practices (if they qualify as such under the law) are also part of the terms and conditions of employment during the term of this MOU.

ARTICLE 5: EFFECTIVE AND TERMINATION DATES

This MOU shall become effective the pay period including January 1, 201~~63~~, and will continue in effect through December 31, 201~~85~~. During the period covered by this MOU any items concerning wages, and fringe benefits provided by this MOU shall remain in effect unless the parties agree to revise the same by a written modification to this MOU, subject to the limitations expressed in Section 3504 of the Government Code.

ARTICLE 6: SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause, or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this Memorandum of Understanding.

ARTICLE 7: MANAGEMENT'S RIGHTS RESERVED

The scope of representation does not include consideration by the City of changes in the merits, necessity or organization of any service activities provided by law or executive order and accordingly, the following determinations shall not be subject to the meet and confer process:

- (a) Issues of public policy;

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- (b) The merits, necessity, or organization of any department, service or activity provided by the City pursuant to law or ordinance;
- (c) Matters which relate to the management of the City or the direction of its work force, including the right to direct employees, to hire, promote, transfer, assign, or retain employees, or suspend, demote, discharge, or take other proper disciplinary action against employees, maintain the efficiency of the operation of the City Government, and take any actions necessary to meet conditions of an emergency nature, subject to the rules and regulations of the City. The City Manager need not meet with the representatives of any recognized employee organization to consider the personal grievance of an individual employee or group of employees until the procedure for the resolution of grievances provided for in this MOU has been completed.

ARTICLE 8: GENDER

Whenever the masculine or feminine form of any word is used in this MOU, it also includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 9: EDUCATION INCENTIVE PAY

The education incentive program for all sworn employees will be as follows:

- Employees will be eligible for education incentives once they complete probation and meet the requirements below. Total years as a sworn police officer includes service with another agency. The education incentive pay shall be included in the bi-weekly paycheck based on prorated amounts. A police sergeant eligible for the education incentive shall be paid the appropriate percentage based on his actual base salary, not at the E step officer.
- Employees covered under this MOU shall be entitled to receive the full value of the education incentive pay while on temporary disability status, as a result of work-related injury or illness, so long as they are on active payroll status.

5% Education Incentive Criteria

- (a) An employee with an Associate degree and Intermediate POST Certificate plus 4 years as a sworn police officer shall be paid 5% of the E step officer base salary.
- (b) An employee with a Bachelor's degree and Intermediate POST Certificate plus 2 years of as a sworn police officer shall be paid 5% of the E step officer base salary.
- (c) Employees who do not have an Associate degree or a Bachelor's degree but who have a POST Intermediate Certificate shall receive the 5% incentive.

10% Education Incentive Criteria

- (a) An employee with a Bachelor's degree and Advanced POST Certificate plus 6 years as a sworn police officer shall be paid 5% of the E step officer base salary for the Bachelor's degree and 5% of the E step officer base salary for the Advanced Certificate (10% total).

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- (b) An employee with a Master's degree and Advanced POST Certificate plus 4 years as a sworn police officer shall be paid 5% of the E step officer base salary for the Master's degree and 5% of the E step officer base salary for the Advanced Certificate (10% total).
- (c) Employees not having a Bachelor's degree or a Masters' degree but who have a POST Advanced Certificate shall receive the 10% incentive.

15% Education Incentive Criteria

An employee who has a Master's degree and Advanced POST Certificate plus 10 years as a sworn police officer -OR- an employee who has an Advanced POST Certificate plus 15 years as a sworn police officer shall be paid 15% of the E step officer base salary. Police Sergeants eligible for this incentive shall be paid at 15% of their base rate. The maximum benefit for the Education Incentive is 15%.

The parties agree that to the extent permitted by law, Education Incentive Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) as Educational Incentive.

ARTICLE 10: TUITION REIMBURSEMENT PROGRAM

All members covered under this agreement shall be eligible to participate in the City's tuition reimbursement program as outlined in the applicable Personnel Instruction #26. The current annual reimbursement amount for tuition and books is \$3,000~~2,500~~. The college or university at which courses are taken must be accredited as defined by the U.S. Department of Education Data of Accredited Postsecondary Institutions and Programs.

ARTICLE 11: HOLIDAYS

- (a) Sworn, Non-probationary Employees

Sworn, non-probationary employees are entitled to 110 hours off in lieu of paid holidays each year. Holiday leave shall vest at the rate of 4.231 hours each bi-weekly pay period, however, each employee's holiday leave bank shall be advanced the entire year's accumulation (110 hours) the first full pay period after July 1 of each year. Effective the final payroll period in each fiscal year, an employee may cash out up to 30 hours of accrued, unused holiday hours. Any unused holiday hours at the end of the fiscal year will be added to the employee's vacation accrual. An employee also has the choice to convert the unused holiday hours into vacation and then immediately roll those hours into the Manhattan Beach Police Officer's Association Medical Trust Fund even if the employee's vacation bank is momentarily over the accrual cap until the vacation to the Medical Trust Fund. It is up to the employee to notify and authorize payroll in writing by June 15th of each year to deposit holiday cash out into the Manhattan Beach Police Officers' Association Medical Trust Fund. If such notification is not received, the employee will receive up to 30 hours of holiday leave as part of his/her paycheck for the final payroll period of each fiscal year and the remaining amount will be put in the employee's vacation accrual. If the placement of vacation in the employee's vacation accrual bank will cause the employee to be at or above his/her maximum accrual, the employee will not be permitted to accrue additional vacation until the vacation accrual amount is below the vacation accrual cap.

Employees who leave City service shall be paid for their unused, vested holiday leave upon separation. Any advanced holiday leave that is used but not vested, shall be deducted from an employee's final paycheck. In the event an employee's final paycheck is insufficient to cover the

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advanced leave, the City reserves the right to collect any monies due from the departing employee.

(b) Initial Hire Probationary Employees

Sworn, initial-hire probationary employees are entitled to 55 hours off in lieu of paid holidays each 6 months. Holiday leave shall vest at the rate of 4.231 hours each bi-weekly pay period, however, each employee's holiday bank shall be advanced the 55 hours each July 1 and January 1 or pro-rata portion if their service as an initial hire probationary employee begins after these dates.

Employees who leave City service shall be paid for their unused, vested holiday leave upon separation. Any advanced holiday leave that is used but not vested, shall be deducted from an employee's final paycheck. In the event an employee's final paycheck is insufficient to cover the advanced leave, the City reserves the right to collect any monies due from the departing employee.

These employees may cash out up to 30 hours of holiday time at the end of the fiscal year. Any holiday hours accrued, unused or not cashed out will be added to the employee's vacation accrual. If the placement of vacation in the employee's vacation accrual bank will cause the employee to be at or above his/her maximum accrual, the employee will not be permitted to accrue additional vacation until the vacation accrual amount is below the vacation accrual cap.

ARTICLE 12: SICK LEAVE PAYOFF FOR INDUSTRIAL DISABILITY RETIREMENT

~~As permitted by the Government Code, the City shall not pay for accumulated sick leave for industrial disability retirements.~~

ARTICLE 123: SPECIAL PAYS

Specialty Pay assignments and compensation shall be as follows:

~~(a)~~ Traffic Assignment Pay: Any sworn employee assigned to the traffic bureau will receive 5% of the employee's actual base salary step for that assignment. The parties agree that to the extent permitted by law, Traffic Assignment Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Traffic Detail Premium.

~~(a)(b)~~ Motorcycle service pay: Any sworn employee who is assigned to motorcycle service, shall, during the period of such assignment, receive in lieu of the 5% above, compensation for the extra hazards faced in performing this assignment and for off-duty cleaning of the motorcycle at the rate of 10% of the employee's actual base salary step. In addition, the City will compensate the employee for uniform maintenance as outlined under Article 17 of this MOU. Employees assigned to motor duty may, at their option, use their City assigned motorcycle to travel to and from work. Officers who use their motorcycle to travel to and from work must live within 50 miles of the City. For purposes of FLSA, such travel time will not be compensated in any manner whatsoever, even when the employee is required to leave the radio on and monitor the radio. The parties agree that to the extent permitted by law, Motorcycle Service Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Motorcycle Patrol Premium.

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- (c) Detective service pay: Any sworn employee of the Police Department, when assigned to the Detective Bureau or the Narcotics Team, shall during the period of such assignment receive in addition to his regular monthly pay, compensation at the rate of 5% of the employee's actual base salary step per month. The parties agree that to the extent permitted by law, Detective Service Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Detective Division Premium.
-
- (d) Dog Handler Pay: Employees who are assigned as dog handlers shall, during the period of such assignment, receive an amount of 7.5% on top of base pay which will be considered full compensation for the special skills associated with the position and for all time spent on and off duty to care for the following, but not limited to, feeding and cleaning up after the animal, attending to the animal's physical health, welfare and grooming, training, medicating, veterinary care, daily and routine maintenance to the canine vehicle and field equipment. The parties acknowledge that the Fair Labor Standards Act entitles the parties to agree to a reasonable level of compensation for the performance of off duty canine duties. The compensation derived at in this agreement was determined after an actual inquiry of the Canine Officer(s) of the number of hours spent each week performing the off-duty tasks identified above related to the canine. The parties agree that the compensation provided herein based on that inquiry compensates the dog handler for 30 hours per month. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. Both parties believe that this agreement complies with the requirements of the Fair Labor Standards Act. In addition, during that time, the City will compensate the officer for uniform maintenance as outlined under Article 16 of this MOU. Employees assigned as dog handlers shall be provided a City vehicle for this purpose, but such travel time to and from work shall not be compensated. Officers assigned to canine must live within 30 miles of the City. The parties agree that to the extent permitted by law, Dog Handler Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Canine Officer Premium.
- (e) Training Officer Pay: The City agrees to pay a maximum of six (6) police officers, who are designated as Field Training Officers, 5% of the employee's actual base salary per month. The parties agree that to the extent permitted by law, Training Officer Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Training Premium.
- (f) Administrative Court Liaison Officer Pay: ~~Those e~~Employees assigned to Court Liaison Officer, School Resources Officer, Community Relations/Crime Prevention Officer, Administrative Sergeant, Administrative Officer and Traffic Sergeant shall during the period of such assignment receive in addition to their regular monthly compensation, compensation at the rate of 5% of the employee's actual base salary step per month. ~~A traffic sergeant assigned to motorcycle service shall receive a maximum of 10% special pay as outlined in section (a) of this Article.~~ The parties agree that to the extent permitted by law, Court Liaison Officer Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Police Liaison Premium.
- (g) School Resources Officer Pay: Employees assigned as a School Resources Officer, shall during the period of such assignment receive in addition to their regular monthly compensation, compensation at the rate of 5% of the employee's actual base salary step per month. The parties agree that to the extent permitted by law, School Resources Officer Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Police Liaison Premium.

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- (h) Community Relations Crime Prevention Officer Pay: Employees assigned as a Community Relations Crime Prevention Officer shall during the period of such assignment receive in addition to their regular monthly compensation, compensation at the rate of 5% of the employee's actual base salary step per month. The parties agree that to the extent permitted by law, Community Relations Crime Prevention Officer Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Police Administrative Officer.
- (i) Field Training Officer Sergeant Pay: Employees assigned as a Field Training Officer Sergeant shall during the period of such assignment receive in addition to their regular monthly compensation, compensation at the rate of two hundred and seventy five dollars (\$275) per month. The parties agree that to the extent permitted by law, Field Training Officer Sergeant Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Training Premium.
- (j) Administrative Sergeant Pay: Employees assigned as an Administrative Sergeant shall during the period of such assignment receive in addition to their regular monthly compensation, compensation at the rate of 5% of the employee's actual base salary step per month. The parties agree that to the extent permitted by law, Administrative Sergeant Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Police Administrative Officer.
- (b)(k) Traffic Sergeant Pay: Employees assigned as a Traffic Sergeant shall during the period of such assignment receive in addition to their regular monthly compensation, compensation at the rate of 5% of the employee's actual base salary step per month. The parties agree that to the extent permitted by law, Traffic Sergeant Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Police Administrative Officer.
- (l) Crime Scene Investigator (CSI) Pay: The City agrees to pay \$325250.00 per month for up to a maximum of six (6) police officers, who are designated as CSI's. The parties agree that to the extent permitted by law, Crime Scene Investigator Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Crime Scene Investigator Premium.
- (e)(m) Defensive Tactics Instructor Pay: The City agrees to pay a maximum of eight (8) police officers, who are designated as Defensive Tactics Instructors, \$250+80 per month. The parties agree that to the extent permitted by law, Defensive Tactics Instructor Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Training Premium.
- (n) Firearms Instructor Pay: The City agrees to pay a maximum of six (6) police officers, who are designated as Firearm Instructors, \$250+80 per month. The parties agree that to the extent permitted by law, Firearms Instructor Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Training Premium.
- (o) Driving Instructor Pay: The City agrees to pay eight (8) unit employees who are designated as Driving Instructors, \$250+80 per month. The parties agree that to the extent permitted by law,

Driving Instructor Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Training Premium.

(p) Tenure of assignment in specialty pay positions referenced above is governed by Department Policy.

~~(d)~~(q) Bilingual Pay: Employees will receive bilingual pay for verbal skills in Spanish. Employees receiving bilingual pay are expected to use this skill, including assisting other employees and members of the public, in the course and scope of their duties, as needed.

In order to receive bilingual pay, employees must be certified as verbally bilingual in Spanish. Employees may make application for bilingual pay certification through the Human Resources Department. The certification process shall consist of such tests as determined by the Human Resources Department. Re-certification will be required every two (2) years. Should an employee fail the qualifying test, the employee may retake the test; however, an employee may only take the qualifying test two (2) times in a six (6) month period.

Employees certified as bilingual in Spanish will be compensated \$100 per month. The parties agree that to extent permitted by law, Bilingual Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Bilingual Premium.

~~Driving Instructor Pay: The City agrees to pay eight (8) unit employees who are designated as Driving Instructors, \$180 per month.~~

ARTICLE 134: JURY DUTY

It is the City's policy to provide up to (80 hours) paid leave time to full-time employees summoned for jury duty in accordance with the City's Personnel Instruction #13. Officers summoned to appear in court for jury duty purposes shall notify their supervisor when so summoned and will be required to provide court documentation of such appearance.

ARTICLE 145: SALARIES

~~At the time the parties entered into this MOU, the City was in the middle of conducting a classification and compensation study. The parties agree that once the study is completed it will be presented to the Association. The parties agree to reopen negotiations regarding the survey. The parties agree that both the City and POA must reach an agreement for any aspect of the survey to be implemented. If no agreement is reached, it cannot be unilaterally implemented. The City shall conduct a survey of the top step base pay for Police Officers and Police Sergeants in the following cities: Beverly Hills, Culver City, El Segundo, Hawthorne, Hermosa Beach, Fountain Valley, Newport Beach, Redondo Beach, Santa Monica and Torrance. There shall be only one survey conducted during the term of this MOU (the survey conducted as part of the classification and compensation study) unless otherwise agreed upon by the parties.~~

(ab) Employees in the classification of Police Officer and Police Sergeant shall receive the following across the board base salary increases:

Effective the first day of the pay period following January 1, 2016, employees shall receive a two percent (2.0%) increase to base salary.

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Effective the first day of the pay period following January 1, 2017, employees shall receive a two percent (2.0%) increase to base salary.

Effective the first day of the pay period following January 1, 2018, employees shall receive a two and eighty five one hundredths percent (2.85%) increase to base salary.

- ~~• Effective March 9, 2013, all employees in the bargaining unit shall receive a nine percent (9%) base salary increase~~
- ~~• Effective the pay period including January 1, 2014, all employees in the bargaining unit shall receive a two and one half percent (2.5%) base salary increase.~~
- ~~• Effective the pay period including January 1, 2015, all employees in the bargaining unit shall receive a three percent (3%) base salary increase.~~

ARTICLE 156: HEALTH CARE AND RETIREE MEDICAL CONTRIBUTION

1. Medical

- (a) The City contracts with the California Public Employees' Retirement System (CalPERS) for health care. The City will contribute the minimum employer contribution as provided under Government Code section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA).
- (b) The City agrees to provide a contribution to cover the PORAC Plan at the level the employee is enrolled, either single, employee with one dependent, or employee with two or more dependents. The City's contribution will be inclusive of (not in addition to) the CalPERS statutory minimum as provided in paragraph 1(a) above. To the extent out-of-pocket costs are incurred, the City will process the costs through premium conversion, thereby reducing the employee's taxable income.
- (c) ~~Effective April 1, 2013, and for each calendar year thereafter, t~~The amount the City will contribute for each employee's medical insurance is ninety-five percent (95%) of the premium for the CalPERS PORAC plan, depending on whether the employee is enrolled as single, employee with one dependent or employee with two or more dependents. If the plan chosen is less costly than the rates of the PORAC plan, the City will pay 95% of the premium for the plan chosen with the employee paying (with a deduction from their pay) for the remainder of the plan chosen. If an employee chooses a plan which is more costly than 95% of the PORAC premium rate, the employee will pay the difference between the 95% of the PORAC premium rate and the more expensive plan.
- (de) There shall be no cash back to employees from their health care allowances, however, employees who opt out of health insurance completely will receive 95% of the employee only PORAC premium rate, which will be paid to the employee in their normal paycheck subject to applicable taxes to the extent the City would have contributed to the City's Section 125 Healthcare or Childcare flexible benefit plan (if qualified to participate) up to the maximum allowed by law. If taken as pay, this amount will not be compensation earnable (i.e., PERSable) as it is not part of the employee's compensation and is not considered "special compensation" under the CalPERS regulations which define "special compensation". Employees may choose to allocate the amount to the City's Section 125

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~~Healthcare or Childcare Flexible Benefits Plan up to the maximum allowed by law. Employees completely opting out of health insurance must show proof of coverage under another acceptable group health plan. which may be allocated to the City's Section 125 Healthcare or Childcare Flexible Benefits Plan up the maximum allowed by law. Any health care allowances which exceed the maximums permitted to be allocated to the City's Section 125 Healthcare or Childcare Flexible Benefits Plan will not be provided to employees.~~

(ed) The City shall pay any surcharge assessed by PERS on the health care premiums up to 3.3%. Any future surcharges shall be paid by the employee.

(fe) Once an employee exhausts 4850 pay and becomes eligible for Temporary Disability, the employee must supplement TD payments with at least 1 hour of paid leave per bi-weekly pay period to be eligible for health insurance contributions from the City.

(g) The parties agree to a reopener at any time during the term of the MOU to address (through labor negotiations) issues related to the Affordable Care Act. However, any changes to the MOU caused by the labor negotiations regarding the reopener must be mutually agreeable to the parties. Neither the City nor the Union can declare impasse. If the negotiations do not end in an agreement, the negotiations end and the MOU is not changed.

2. Dental

~~(a)~~ The City will provide coverage at the level the employee is enrolled, either single, employee with one dependent, or employee with two or more dependents. To the extent out-of-pocket costs are incurred, the City will process the costs through premium conversion, thereby reducing the employee's taxable income.

3. Vision

~~(a)~~ The City shall provide all represented employees and dependents the same vision care plan that is provided to Management/Confidential and miscellaneous employees.

4. Retiree Medical Contribution

~~(a) Effective January 1, 1990, the City paid \$1.00 per month for retirees in the Police Officer's Association unit electing to participate in the CalPERS medical insurance program. The \$1.00 per month amount increased each year by 5% of the minimum employer contribution as provided under Government Code Section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA). The City shall pay any mandated surcharge increases required by CalPERS. Because the City contracts with CalPERS for the provision of medical insurance it complies with the requirements of Public Employees' Medical and Hospital Care Act (PEMHCA). Therefore, the City shall pay the CalPERS statutory minimum amount on behalf of all employees who retire from the City in accordance with the requirements of PEMHCA.~~

(b) In addition to the provision of the CalPERS statutory minimum as provided by paragraph (a) above, Any employee who retires on or after December 1, 2004, and who has with a minimum of twenty (20) years of service with the City of Manhattan Beach, shall receive a contribution of \$300 per month. However, any employee who has a minimum of twenty (20) total years of service as sworn law enforcement in U.S. public agency (ies).

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with a minimum of ten (10) consecutive years at the City of Manhattan Beach in a sworn police status shall receive a contribution of \$400 per month.

~~Any employee who retires from the City of Manhattan Beach on or after August 6, 2006, and who has a minimum of twenty (20) total years of service as sworn law enforcement in U.S. public agency (ies), with a minimum of ten (10) consecutive years at the City of Manhattan Beach in a sworn police status shall receive a contribution of \$300 per month. Any employee who retires on or after December 31, 2007 from the City of Manhattan Beach and meets the qualifications above, shall receive a contribution of \$400 per month.~~

The additional~~Said~~ contribution of \$300 or \$400 will be used toward health insurance costs, unless and until the following occur:

- 1) The retiree reaches 65 years of age; or
- 2) The retiree becomes eligible for Medicare; or
- 3) The retiree dies.

If any of the preceding conditions occur, the employee shall no longer be eligible to receive the additional (\$300.00 or \$400.00) retiree medical contribution.

ARTICLE 167: UNIFORM ALLOWANCE

Each employee shall receive a uniform allowance of \$700 per year, which shall be paid in bi-weekly installments. Motor Officers shall receive an additional \$15 per year (total \$715) and Canine Officers shall receive an additional \$180 per year (total \$880). The parties agree that to the extent permitted by law, the value of the uniforms provided in this article is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) Uniform allowance. Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

ARTICLE 178: SICK LEAVE

- (a) Accumulation: Employees shall earn sick leave at the rate of 7.67 hours per month for a total of 92 hours per year. Sick leave is permitted to be used once accrued as provided for in the rules and regulations.
- (b) Three days continuous sick leave usage requires a note from a doctor verifying that the employee can return to work.
- (c) The Sick Leave Bank Program, which establishes a Sick Leave Donation Policy for Police Sworn personnel is governed by the relevant Administrative Instruction that is in effect on the date of ratification.
- (d) An employee shall be able to use his or her accumulated sick leave to supplement any temporary disability pay received by the employee as outlined in the applicable Personnel Rule.
- (e) When an employee uses sick leave for a purpose which qualifies for leave per the Federal Family and Medical Care Leave Act (FMLA) and/or the State California Family Rights Act (CFRA) or is

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disabled by pregnancy, the City may run the employee's FMLA/CFRA leave and/or Pregnancy Disability Leave (PDL) concurrently with the sick leave. In addition, if an employee uses FMLA/CFRA or PDL for a purpose which these laws would entitle the City to require the use of sick leave the City may do so.

(f) Per Labor Code section 233, employees may use one half of one's year's annual accrued sick leave (46 hours) to care for a 1) child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), 2) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee, 3) the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, 4) a grandparent, 5) a grandchild, or 6) a sibling.

~~(e)~~

(f)(g) Conversion: The employee annual sick leave conversion program is as follows:

- 1) 70-92 unused hours of sick leave earned in the fiscal year, the employee receives one-half of the unused sick leave credited to vacation and the remainder carried over as sick leave.
- 2) 46-69 unused hours of sick leave earned in the fiscal year, the employee receives one-quarter of the unused sick leave credited to vacation and the remainder carried over as sick leave.
- 3) 45 hours or less of unused sick leave earned in the fiscal year, the employee receives no conversion to vacation and the entire unused sick leave is carried over as sick leave.
- 4) If an employee is at or near their vacation accrual maximum, sick leave will be converted up to the amount of his or her vacation limit only.

(g)(h) The City will allow employees to convert up to 30 hours of sick leave conversion time to cash which will be deposited in the employee's name in the Manhattan Beach Police Officers' Association Health Trust Fund. This cannot be cashed out as pay and it is at the option of the employee. The City will allow employees to have direct deposit into the Trust Fund once a year in July. The City will be given a hold harmless agreement for operation of the Trust.

(h)(i) Police sworn employees shall have the following options regarding their sick leave conversion, if eligible:

- 1) Convert applicable sick leave credit to vacation hours and use the time.
 - 2) Allow up to 30 hours of sick leave conversion time to be directly deposited into the Association's Trust Fund.
- (i) At retirement, an employee may apply any unused accrued sick leave as additional service credit in accordance with applicable CalPERS regulations, as provided by mandated in Government Code Section 20965840~~(e)~~.

ARTICLE 189: VACATION

Employees begin to earn vacation upon completion of six (6) months employment. At that time, the employee receives 40 hours vacation and thereafter earns the indicated monthly rate. If an employee terminates employment with the City and then returns, vacation shall be earned at the same rate as if he/she was a new employee. Vacation shall be earned for continuous periods of employment to the following maximum vacation accumulation amounts:

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<u>Tenure</u>		<u>Vac Hrs/Mo</u>	<u>Vac Accum Cap</u>
Greater than:	Less than or equal to:		
6 months	5 full years	6.667	240 hours
5 full years	10 full years	8.667	308 hours
10 full years	16 full years	10.000	340 hours
16 full years	17 full years	10.667	376 hours
17 full years	18 full years	11.333	392 hours
18 full years	19 full years	12.000	408 hours
19 full years	20 full years	12.667	424 hours
20 full years		13.333	440 hours

If an employee reaches the vacation accrual maximum, that employee will not accumulate further vacation until such time that the employee's accrual rate returns to below the maximum amount. Under special circumstances, and with City Manager approval, an employee may be allowed to accrue over the maximum on a temporary basis.

Employees are permitted to cash out up to eighty (80) hours of vacation each year in the last payroll of the fiscal year.

ARTICLE 1920: PROBATION

Probation for original appointments of sworn members of the Police Department shall be not less than 18 months. Probation for laterals and promotional appointments shall be 12 months from the date of employment or appointment into the promotional rank. However, in addition to any and all pre-existing City Policies and Procedures authorizing extension of the probationary period, said probationary period shall be automatically extended where, (1) any cumulative absence during the probationary period from the performance of the employee's usual and customary duties is in excess of 240 hours or, (2) where presence at the work site during the probationary period but in a condition where the employee is unable to perform all of the usual and customary duties of the job position, is in excess of 240 hours. In calculating said 240 hours, absences attributed to utilization of holiday time off and to the utilization of compensatory time off, shall be excluded. In those instances where 240 hours are accumulated, the probationary period extension shall automatically occur regardless of notice of said extension being provided to the subject employee. The probationary period extension shall be in an amount of time equal to the total number of hours during the probationary period the employee was absent or unable to perform all of his/her usual and customary duties.

ARTICLE 201: RETIREMENT

1. For All Employees, Except Those Deemed "New Members" Within The Meaning Of The California Public Employees' Pension Reform Act Of 2013, The Following Shall Apply:
 - (a) Retirement Formula: Per California Government Code 21362.2, also known as the 3% @ 50 plan.
 - (b) The City has contracted with PERS for the One-Year Final Compensation option, "single highest year" (Government Code Section 20042).
 - (c) ~~Effective in the first full pay period commencing on or after March 9 2013, These~~ employees shall pay the nine percent (9%) member contribution. ~~Effective in the first full pay period commencing on or after January 1, 2015, e~~Employees shall also pay an

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additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code section 20516(f).

2. For All Employees Deemed "New Members" Within The Meaning Of The California Public Employees' Pension Reform Act Of 2013, The Following Shall Apply:

~~a) The parties agree that the provisions of AB 340 (The California Pension Reform Act of 2013) will go into effect on the effective date this MOU and that any provisions of that law which automatically become effective on January 1, 2013, shall do so. In addition, if there is any other clean up or other retirement legislation which goes into effect during this MOU and if there are provisions of that legislation which, by law, automatically goes into effect, either party may request to negotiate over the legislation, including over the impact.~~

~~b)a) Retirement Formula: 2.7% @ 57 retirement formula per Government Code 7522.25(d).~~

~~e)b) Final compensation based on the highest annual average pensionable compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or some other 36 consecutive month period designated by the employee per Government Code section 7522.32(a).~~

~~d)c) Employee Paid Retirement Contribution - Effective January 1, 2013, the higher of nine percent (9%) or one half of the normal cost rate established by CalPERS. Effective the first full pay period commencing on or after January 1, 2015, Such employees shall pay the higher of twelve percent (12%) or one half the total normal cost rate established by CalPERS. Any amount of such employee's retirement contribution which is above the total normal cost rate (i.e., if the half the normal cost rate goes below 12%) shall be paid in accordance with Government Code section 20516(f).~~

~~3. As permitted by the Government Code, the City shall not pay for accumulated sick leave for industrial disability retirements.~~

ARTICLE 212: DUES DEDUCTION

The City shall allow for one Police Association payroll deduction per member. Said deduction shall be declared at the beginning of each fiscal year and shall be the same percentage or dollar amount for all.

ARTICLE 223: MEDICARE/SOCIAL SECURITY

If Federal Medicare/Social Security is mandated by Congress, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick-up" any portion thereof.

ARTICLE 234: WORK STOPPAGE PROHIBITION

Prohibited Conduct

(a) The Association, its officers, agents, representative, and members, agree that, during the term of this Memorandum of Understanding or any agreed upon extensions of the MOU, they will not call or engage in any strike, walkout, work stoppage, sickout, blue flu, concerted withholding of

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services by employees represented by the Association, disruption of City services, or honor any job action by any other employee or group of employees of the City or any union or association of employees by withholding or refusing to perform services; provided, however, that by executing this agreement neither the Association nor any of its members waive their rights (1) under Section 6300 et seq. of the California Labor Code to refuse to work under unsafe conditions and (2) under the United States and California Constitutions to exercise their rights of freedom of speech, assembly and association such as by engaging in lawful informational picketing.

This article shall not constitute a waiver by the City of its position that any work stoppages are illegal, regardless of whether or not a valid MOU is or is not in effect. Nor shall this article constitute a waiver by the Association of its rights to engage in any strike walkout, work stoppage, sick-out, blue flu, or other job actions that are allowable under the law at the conclusion of the term of this MOU or any agreed upon extensions, and to assert that these actions are lawful.

- (b) In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited above, the Association shall utilize reasonable efforts to stop such conduct and immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this Memorandum of Understanding and are unlawful, and that they must immediately cease such conduct and return to work.
- (c) In the event the Association carries out in good faith its responsibilities set forth in Paragraph (b) above, it shall not be liable for the actions of any individual who participates in conduct prohibited by Paragraph 1 above. Any employee who participates in any conduct prohibited above or violates any other City rule or regulation, shall be subject to disciplinary action including termination by the City.

This shall not abrogate the right of any employee to receive all due process guaranteed to him or her in procedures relating to disciplinary action.

ARTICLE 245: GRIEVANCE PROCEDURE

- (a) Definition of Grievance

Grievance shall be defined as a dispute between (1) an employee, group of employees, or the Association on behalf of an individual employee or group of employees, and (2) the city, regarding the application or interpretation of specific provisions of the MOU or City Personnel Rules and Regulations. This procedure is not intended to discourage resolution of disputes regarding the MOU in an informal manner.

- (b) Grievance Submittal

Grievances must be submitted on the Grievance form and within the proper time frames to be considered. Time limits when filing formal grievances may be extended by mutual agreement between the parties.

- (c) Grievance Procedure Steps

Informal Process

The employee, a representative of the group of employees if a group grievance or a representative of the Association if filed by the Association shall first discuss the issue with an

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appropriate supervisor as soon as practical and in any event no later than 20 working days from the occurrence or knowledge of the occurrence of the issue. The supervisor should respond and when appropriate resolve the issue within 20 working days from the date of the discussion with the employee.

Formal Process

- 1) If the grievant is not satisfied with the supervisor's response in the informal process, the grievance may be submitted for formal review by completing the Police Department Review Grievance Form, stating the specific MOU or City Personnel rule or regulation that was improperly applied and stating the specific resolution desired. This Grievance Form shall be submitted to the Chief of Police for review within 20 working days of the supervisor's response in the Informal process. The Chief will give a written reply by the end of the tenth (10th) workday following the date the grievance was submitted.
- 2) If the grievance is not resolved in Step 1 of the formal process, the employee must, within 5 working days following receipt of the Chief's written reply, present the grievance form to the Human Resources Director for further processing. The failure of the grievant to take this action will constitute a waiver of the grievance, unless time limits are extended through mutual agreement.
- 3) Within ten working days of receipt of the grievance, the Human Resources Director will contact the grievant to schedule a meeting with the City Manager or his/her designee to hear the grievance. Either the City or the employee(s)' (or Association's) representative may call other employees as witnesses during the meeting.

A written decision will then be rendered within 15 working days of the hearing. The decision of the City Manager will conclude the grievance process.

ARTICLE 256: DISCIPLINE AND APPEAL PROCESS

GENERAL POLICY: The City is committed to following the principles of progressive discipline. Disciplinary actions should be designed to fit the nature of the problem. The particular action imposed shall depend on the severity of the misconduct, the particular factual circumstances involved and take into consideration other incidents with comparable circumstances. All disciplinary action shall be based on the principles of just cause.

PROVISIONS:

(a) Actions defined:

1) Performance Feedback

The use of oral or written performance feedback (including Blue Cards) shall not be considered disciplinary action, and shall be used as a tool by supervisors to address performance problems or minor instances of misconduct, as well as accomplishments. The supervisor or manager should review with the employee both the specific deficiencies in question and the City's standards. The cause(s) of the deficiency should be identified along with specific improvement needed. Any written warnings will be kept in the supervisory file, not the official personnel file, and a copy given to the employee. The employee may respond in writing within 30 days. The supervisory file is intended to be a temporary file to record performance, both positive and negative, throughout the

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performance year. When the performance evaluation is prepared for the employee, the entire contents of the supervisory file should be considered in determining the overall performance. Once the evaluation is completed and filed in the employee's personnel file, all written performance feedback prepared during the evaluation period must be discarded.

2) Letter of Reprimand

A Letter of Reprimand shall be considered the lowest level of discipline and generally is appropriate to correct an instance of more serious circumstance or employee misconduct which does not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a Letter of Reprimand is to put the employee on notice that the City will take other disciplinary action unless improvement in performance is demonstrated. The supervisor or manager issuing the Letter of Reprimand shall meet with the employee to discuss specific improvements required within a defined time period to avoid further disciplinary action. A copy of the Letter of Reprimand will be placed in the employee's official personnel file. The employee has the right to respond within 30 days.

3) Suspension

Suspension is the temporary removal of an employee from his duties without pay for up to thirty (30) calendar days.

4) Reduction in Pay

A Reduction in Pay is a reduction in hourly salary for a limited and defined period of time, and does not result in any classification change. The employee continues to report to work for the duration of the Reduction in Pay.

5) Demotion

Demotion is the movement of an employee from his current classification to a new classification having a lower salary range.

6) Discharge

Discharge is the involuntary termination of an employee.

(b) Pre-Disciplinary Procedure ("Skelly Meeting")

If an employee is to receive a letter of reprimand, be suspended, receive a reduction in pay, be demoted or discharged, the employee shall:

- 1) Receive written notice of the intended action at least 7 working days before the date it is intended to become effective, which provides the specific grounds and the particular facts upon which the action is based.
- 2) Receive copies of any known materials, reports or other documents upon which the intended action is based.
- 3) The employee shall have the right to respond in writing and/or orally within a reasonable period of time to the intended charges and/or be accorded the right to meet within a reasonable period of time with the Chief of Police who has the authority to modify or eliminate the intended disciplinary action.

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- 4) Be given the written decision of the Chief prior to the effective date of the disciplinary action.

(c) Appeal Process

- 1) A disciplinary action of Letter of Reprimand and any suspension up to and including 3 days, is appealable as follows:

Step 1: The employee must, within twelve (12) working days, present the appeal to the Human Resources Director for processing. The failure of the employee to take this action shall constitute a waiver of the appeal, unless time limits are extended through mutual agreement.

Step 2: Within ten working days of receipt of the appeal, the Human Resources Director will set up a meeting between the employee and his/her representative with the City Manager or his or her designee to review the issues. A written decision will then be rendered within fifteen (15) working days of the meeting. The decision of the City Manager will be final.

It is not intended that the appeal procedure be used to effect changes in the established salary and fringe benefits.

Either the City or the Association may call any employee as a witness to any of the above steps, and the City agrees to compensate said witness for his testimony. The parties agree to make every effort to call witnesses while they are on duty.

- 2) A disciplinary action of suspension in excess of 3 days, or if the result of the discipline is over 3 days total suspension time in a 12-month period, reduction in pay, demotion or discharge is appealable using the following process.

Appeal Procedure:

Step 1: The employee may appeal to the Board of Review (LA County Civil Service Commission) or request an outside Arbitrator to hear the appeal by filing an appeal to the Police Chief's action within twelve (12) working days. The Arbitrator will be selected from a list supplied by the State Mediation and Conciliation Services. In the event agreement cannot be reached on the identity of the arbitrator, both parties will alternately strike names from the list until only one remains. The order of striking names will be decided by a flip of the coin

Step 2: In cases of discharge, reduction of pay or suspension without pay in excess of five (5) days, a hearing will be granted. For suspensions of 4 or 5 days, the Board of Review or Arbitrator may make a decision without a hearing, after a review of the written materials submitted by all parties concerned. As indicated in MB Municipal Code Section 2.08.090, Removal and Suspension of Employees and Officers, the City Manager may affirm, revoke or modify the action of the Board of Review or Arbitrator and that decision shall be final.

The City and POA will each pay half of the cost of appeals to a Board of Review or an Arbitrator if the Association assists the appellant in its representative capacity or in any way financially. Shared costs shall include only those charges from the Board of Review or Arbitrator.

ARTICLE 267: HOURS OF WORK/OVERTIME

- (a) Firearms qualification - All members of the department are required to qualify at the range each quarter. Time spent qualifying will be in a paid status. All employees on shifts when the range is open will qualify while on duty. Employees who shoot at the range at times for other than the required qualification or training will be considered to be on personal time and such time is not counted as working time and is not compensable in any manner whatsoever.
- (b) Court standby pay - A member of the bargaining unit, who while off-duty is on court standby status, may leave a telephone number where he or she may be reached while on court standby. Such time is not considered hours worked under the FLSA, however, the employee will be paid 1/2 his regular rate of pay.
- (c) Court pay - When an employee is required to appear in court while off-duty, he shall be paid for all hours spent in court, with a minimum credit of three (3) hours for each morning court session and an additional 2 hours for each afternoon court session. If an employee's regular work shift begins within 2 hours from the time the employee is called to court, the employee will be paid for the time prior to the start of his regular shift. Travel time to court shall not be considered hours worked and shall not be compensated.
- (d) Call-back pay - Call back duty occurs when an employee is ordered to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of 1 hour work commencing when he/she received the phone call to report to duty. Any hours worked in excess of 1 hour shall be credited on an hour for hour basis for actual time worked. Travel time home shall not be considered hours worked and shall not be compensated in any manner whatsoever. Thus, in determining time worked on call-back, the time shall begin when the employee receives the call and shall end when the work is done prior to the employee's travel back home. This provision is to be distinguished from "Court Standby" pay in Section 28b which is to be used when an employee is called to appear in court.
- (e) Training time - Attendance at training schools/facilities which improves the performance of regular tasks and/or prepares for job advancement is compensable for hours spent in class only. Any time spent in excess of the classroom time will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day. Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work.

All local and non-local travel must be in accordance with the guidelines outlined in Administrative Instruction #6 "Travel and Attendance at Conferences and Meetings". Whenever possible and practical, supervisors will try to arrange City-related travel to occur during working hours and minimize the impact to the employee's own time. It is the employee's responsibility to identify potential conflicts and bring them to their supervisor so that they may be addressed in the most feasible fashion.

- (f) General overtime - All employees required to work in excess of the standard work period of 160 hours in a 28 day Fair Labor Standards Act cycle (pursuant to Section 7(k) of the FLSA) shall receive compensation at the rate of time and one-half his rate of pay or compensatory time at the rate of 1.5 times hours worked at the employee's option. An employee's compensatory time bank shall not exceed ~~10080~~ hours.

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In determining an employee's eligibility for overtime compensation in a work period, paid vacations, holidays, bereavement leave, and compensatory time, shall be included as hours worked. The following paid leaves of absence are not considered hours worked for purposes of calculating overtime: 1) Sick Leave; 2) Administrative Leave; 3) 4850 Time.

(g) ~~3/12.5 +10 for Patrol: Effective March 9, 2013 or as soon as practical thereafter, the Department will implement a 3/12.5 + 10 work schedule for officers assigned to patrol. This schedule will be implemented for a one year trial period. In March 2014 or 12 months after implementation, whichever is later, the parties will meet to discuss the effectiveness of the work schedule. If, following that meeting, the City concludes that the 3/12.5 +10 work schedule will end, it will sunset on the last day of the 28 day work period in effect on the date of such meeting. If, following that meeting, the Association concludes that it wants the 3/12.5 + 10 work schedule to end, if the City agrees, it will end on the last day of the 28 day work period in effect on the date of such meeting. If the City does not agree, that work schedule will continue, but the City agrees that the parties may meet and confer over the Association's desire to end that schedule at that time. Employees assigned to the 3/12.5 + 10 work schedule do not accrue any additional accrued leave (including, but not limited to, vacation, sick or holiday) leave hours as a result of their work schedules. The work schedule for unit members assigned to patrol is a 3/12.5 + 10. Employees assigned to the 3/12.5+10 work schedule do not accrue any additional accrued leave (including, but not limited to, vacation, sick or holiday) hours as a result of their work schedules. The parties agree that if either side wishes to change this work schedule, it may request to meet and confer and the other side agrees it will come to the collective bargaining table expeditiously. For all non-patrol members the 4/10 schedule will remain.~~

- (h) Overtime authorization - All overtime requests must have the prior authorization of a supervisor prior to the commencement of such overtime work. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.

An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request. The overtime slip constitutes written authorization.

- (i) Clothes changing - Time spent in changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever. The parties recognize that such time is not compensable because employees have the option per Department Policy to don and doff their uniform and protective gear at home whether they do so or not.
- (j) City vehicle use - Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle. (This provision also applies in those situations where the radio must be left on and monitored.)
- (k) ~~All Police Sworn employees except those in patrol shall work under the 4/10 plan.~~ Scheduling remains a management right. If an officer is placed on a multi-jurisdictional assignment, the officer shall work the schedule utilized by the assignment.
- (l) Modified duty assignments. The parties recognize that temporary modified duty assignments may be assigned to affected employees who are temporarily incapacitated from performing all usual and customary duties of their position. The parties hereby specifically agree that determination by administration of the days and hours of work to which an employee shall be assigned while performing "modified duty," is a management right.

ARTICLE 278: DIRECT DEPOSIT PAYCHECKS

Employees covered under this MOU shall receive their biweekly compensation through the City's direct payroll deposit program.

ARTICLE 289: ABANDONMENT OF POSITION

Employees absent from work without authorization or notification for three consecutive working days, shall be construed to have abandoned their employment with the City and be subject to termination.

ARTICLE 2930: GARNISHMENTS

A \$25.00 initial set-up fee and \$7.00 service charge per garnishment per payroll check shall be charged to the employee. Child support garnishments will be subject to the \$25 set up fee and \$1.00 service charge per garnishment per payroll check.

ARTICLE 301: SHIFT BIDS

Employees in the classification of Police Officer and Police Sergeant shall be entitled to select the shift. However, it remains the sole discretion of the department to determine through the master schedule of available shifts, which days off are associated with any particular shift. Shift selection shall be made based upon seniority in the employee's current classification (including any time served in a higher or lower paying classification). The only exceptions to this entitlement are under the following conditions:

- (a) To accommodate a formal PIP.
- (b) To facilitate the separation of two employees who have a formal, documented hostile work environment and/or sexual harassment incident.
- (c) To facilitate the separation of two employees who have a formal, documented adverse situation which has impacted the effectiveness of the shift to which they are assigned.

Movement of individuals under the above circumstances shall only be done after all other reasonable efforts have been considered.

If a non-probationary Police Officer or Police Sergeant is displaced from his selected shift (after the shift bid has been finalized) by an officer being moved under one of the above circumstances, that displaced officer or sergeant shall be entitled to a 5% bonus of their current base salary for the period of the displacement.

Under this article, the placement of officers or sergeants for the purposes of balancing experience throughout the shift, equal distribution of FTOs or other officers assigned collateral duties such as CSI, DUI, DRE, or to assign premium shifts as inducements or rewards to less senior officers, are specifically excluded.

Any dispute regarding the necessity of movement of officers or the accuracy of the asserted need shall be resolved by the City's Human Resources Director.

Notwithstanding any other provisions of this Article: (1) Probationary Police Officers may be assigned to specific shifts for training purposes which will be accomplished by blocking out the last slot on the particular shift needed and before shifts are bid, and (2) A maximum of two probationary police sergeants may be assigned to specific shifts for training purposes, which will be accomplished by blocking out the appropriate slot on the particular shift needed before the shifts are bid. Each slot will be on a different shift. There will be no bumping mid-cycle. The

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Department will have the right to closely or exactly match probationary sergeants' days off to that of the lieutenant on the shift to which they are assigned.

ARTICLE 312: NO SMOKING

Employees hired after September 3, 1988, must refrain from smoking tobacco or using any other tobacco substance at any time on or off duty as a condition of continued employment. Violation of this condition of employment shall be deemed good cause for discipline up to and including dismissal.

ARTICLE 323: DRUG TESTING PROGRAM

The City and the Association agree to mutually work together for the prevention of alcohol and substance abuse in the workplace for the benefit of the employees, City, and the residents of Manhattan Beach. The agreed Alcohol and Substance Abuse Policy is incorporated herein as Attachment A. The parties agree in addition to the causes for testing set forth in the policy, that all employees will be subject to drug testing at least once every five years. If an employee changes the class of his/her license, he/she will still be subject drug testing once every five years, not five years after the change of the class of license.

ARTICLE 334: EMPLOYEE/EMPLOYER RELATIONS RESOLUTION

The parties have agreed that if, during the term of the MOU, the City requests to discuss the Employee/Employer Relations Resolution, no changes will be made without written agreement of the parties.

ARTICLE 345: FULL AND COMPLETE UNDERSTANDING

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein.

The parties hereto have caused this Memorandum of Understanding to be executed this ___ day _____, 201~~5~~³.

REPRESENTATIVES OF THE MANHATTAN BEACH POLICE OFFICERS' ASSOCIATION

REPRESENTATIVES OF THE CITY OF MANHATTAN BEACH

BY _____
Michael Rosenberger, POA President

BY _____
~~Teresia Zadroga-Haase~~ ~~Cathy Hanson~~,
Human Resources Director

BY _____
~~Steve Kitsios~~, Sergeant

BY _____
Bruce Moe, Finance Director

BY _____
~~Robert Wexler~~, ~~Howard Liberman~~
Silver, Hadden, Silver-~~Wexler~~ & Levine

BY _____
Eve Irvine, Police Chief

BY _____

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~~Mark DanajDavid N. Carmany~~, City
Manager

BY _____
Peter J. Brown, Liebert Cassidy Whitmore

ATTACHMENT A

**CITY OF MANHATTAN BEACH
AND
MANHATTAN BEACH POLICE OFFICERS' ASSOCIATION
DRUG AND ALCOHOL ABUSE POLICY**

I. PURPOSE

The City of Manhattan Beach and the Manhattan Beach Police Officers' Association recognize that behavior resulting from the use of alcohol and other drugs detrimentally affects work performance, safety, security, and public confidence in City employees and presents a risk to City employees and the health and welfare of the citizens of the City of Manhattan Beach.

While the City has no intention of intruding into the private lives of its employees, the special nature of the duties entrusted in public safety officers demands that the use of alcohol and other drugs which may affect an employee's ability to perform his or her job be strictly regulated.

Employees who think they may have an alcohol or drug usage problem are urged to seek confidential assistance from the Employee Assistance Program. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

II. POLICY

It is the policy of the City of Manhattan Beach that employees shall not be under the influence of alcohol or drugs, nor possess alcohol or drugs while on City property, at work locations, or while on duty or on an "on-call" status; shall not utilize, sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty or on an "on-call" status, nor have their ability to work impaired as a result of the use of alcohol or drugs.

The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with the employee, except as restricted by the California Public Safety Officers Procedural Bill of Rights Act.

Refusal to submit immediately to an alcohol and/or drug analysis when requested by a sworn supervisor for the causes for testing listed in this policy may constitute insubordination and may be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained until he or she can be reasonably transported from the work site.

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The City provides an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. The City and the Association encourage and support the rehabilitation of employees with alcohol and drug abuse problems through the constructive use of the EAP. It is understood that EAP counseling sessions are confidential except for compliance with mandatory EAP referral evaluations and program requirements. Records kept under this program shall be available only to those persons who administer the program or monitor, and/or manage employees participating in the EAP program.

III. APPLICATION

This policy applies to all employees in the classification of Police Officer and Police Sergeant. This policy applies to alcohol and to all substances, drugs, medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

IV. EMPLOYEE RESPONSIBILITIES

An employee must:

- A. not report to work or be subject to duty while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use;
- B. not possess or use alcohol or impairing drugs (illegal drugs and prescriptions drugs without a prescription) during working hours or while subject to duty, on breaks, during meal periods or at anytime while on City property, with the exception of substances which have been confiscated by arrest and are in transport to designated holding facilities, or incidents which are performed as part of the job and with the condoning by the Chief of Police;
- C. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either the employee or both employees are on duty or on an "on-call" status;
- D. submit immediately to an alcohol and drug test when requested by a sworn supervisor;
- E. notify his or her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment; and
- F. provide within 24 hours of request bona fide verification of a current valid prescription for any potentially impairing drug or medication declared by the employee before the drug test and identified when a drug test is positive. The prescription must be in the employee's name.

V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- A. Sworn supervisors are responsible for reasonable enforcement of this policy.
- B. Sworn supervisors may request that an employee submit to a drug and/or alcohol test when any of the "Causes for Testing" items listed in this policy occur.
- C. In cases of "reasonable suspicion", any sworn supervisor requesting an employee to submit to a drug and/or alcohol test must document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs and submit said documentation to the Chief of Police prior to the end of the shift.

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- D. Any sworn supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is under the influence of drugs or alcohol, the sworn supervisor shall detain the employee until the employee can be safely transported to the testing facility by a manager or supervisor. The employee will be relieved of his/her weapon, which will be secured by the department until the employee is authorized to return to work.
- E. Sworn supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the freely given consent of, and in the presence of, the employee, or unless a valid search warrant has been obtained, or where he or she has been notified in advance that a search will be conducted.
- F. Sworn supervisors shall notify the Chief of Police or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City, or those other areas protected by the Public Safety Officers Procedural Bill of Rights Act.

VI. CAUSES FOR TESTING

Employees covered by this policy shall be tested for drugs or alcohol for any of the following reasons:

1. Randomly during initial probationary period.
2. Prior to promotional appointment.
3. Within 30 days prior to renewal date of Driver's License.
4. Within 30 days of assignment to investigative detail.
5. Within 30 days of assignment to SWAT.
6. As soon as possible after reporting a traffic accident where the employee's work vehicle was moving.
7. Whenever there is "reasonable suspicion" of an employee under the influence on work time.

Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his or her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- a. Slurred or thick speech;
- b. Alcohol odor on breath;
- c. Inability to perform work properly;
- d. Unsteady walking and movement;
- e. Unusual or anti-social behavior so unusual that it warrants summoning a supervisor;
- f. Eyes that stare blankly or appear glassy;
- g. Possession of alcohol or drugs;
- h. Nystagmus (i.e., involuntary eye movement);
- i. Information obtained from a reliable person with personal knowledge whose identity is known.

VII. PHYSICAL EXAMINATION AND PROCEDURE

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The physical examination and procedure are detailed in an addendum to this policy. Amendments to the addendum shall not affect any other section in this policy.

Whenever a sworn supervisor deems a drug test necessary for any of the eight reasons listed in cause for testing, the manager or supervisor shall send the employee to the City's medical facility for testing. If the employee is impaired or is for any reason deemed unsafe to transport him or herself to the facility, the manager or supervisor or designee shall transport the employee to the City's medical facility for the test. The employee shall be paid for time spent at the examination. The City shall bear the expense of the examination, and shall provide transportation to and from the medical facility and the employee's work site.

The medical provider uses a certified National Institute of Drug abuse (NIDA) laboratory. The certification of laboratories performing drug testing for Federal agencies was developed by NIDA to assure strict adherence to the rigorous standards of testing and custody control form. Test results are returned to the Medical Review Officer (MRO).

The initial test is a process called Urine Drug Screen # 37042N. If all results are negative, the test is complete. If a positive test result is noticed, a secondary test using the Gas Chromatography/Mass spectrophotometry (GCMS) method is conducted by the laboratory to verify the results. This test has been used as binding legal and medical precedent. If the subsequent test is negative, then the test is considered negative for all purposes. If the subsequent test confirms a positive finding, it is noted on the report and sent to the MRO. At this point, in cases other than THC and cocaine, the MRO will contact the employee to discuss the possibility that the person has taken medication (prescription or otherwise) that was not indicated on the original form completed by the employee. The employee is not informed of a positive result, he or she is just asked to clarify any drug intake. The final results are then sent by the MRO to the City.

Drugs tested for include, but are not limited to Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Methaqualone, Opiates, PCP, THC, Propoxyphene, and Alcohol. Cut off levels shall be consistent with the current guidelines issued by NIDA.

VIII. RESULTS OF DRUG AND/OR ALCOHOL TESTING

A. During Employment Drug and/or Alcohol Tests

1. A positive result from a drug and/or alcohol analysis may result in appropriate disciplinary action, up to and including discharge, pursuant to the City's disciplinary policy.
2. If a drug screen is positive, the employee must provide within 24 hours of request, bona fide verification of a valid prescription for the drug declared by the employee before the drug test and identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action, up to and including discharge.
3. If an alcohol or drug test is positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out following an evaluation of the circumstances.

IX. APPEALS

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If the employee desires to appeal a positive test result, he or she may request a new testing of a remaining portion of the original urine sample, or split sample, within 3 business days of notification of the original test result. The split sample test by Gas Chromatography/Mass Spectrophotometry (GC/MS) shall be conducted at the employee's expense and shall be conducted by any National Institute of Drug Abuse approved laboratory located in California.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE
CITY OF MANHATTAN BEACH
AND THE
MANHATTAN BEACH POLICE OFFICERS' ASSOCIATION

JANUARY 1, 2016 – DECEMBER 31, 2018



MB POLICE OFFICERS' ASSOCIATION MOU

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ARTICLE 1: PREAMBLE

This Memorandum of Understanding (“MOU”) is prepared between representatives of the City of Manhattan Beach and the Manhattan Beach Police Officers' Association in accordance with Resolution No. 4506, the Employer-Employee Organization Relations Resolution. Full consideration has been given to salaries, employee benefits and other terms and conditions of employment. Pursuant to the provisions of Section 3505.1 of the Government Code of the State of California and Resolution No. 4506 of said City said parties make this MOU effective the pay period including January 1, 2016.

ARTICLE 2: IMPLEMENTATION

This MOU constitutes a mutual recommendation by the parties, to the City Council, that one or more resolutions be adopted accepting this MOU and effecting the changes enumerated herein relative to wages, fringe benefits, and other terms and conditions of employment for the employees represented by the Manhattan Beach Police Officers' Association. It is expressly intended that the duties, responsibilities, and functions of the City in the operation of its business shall in no manner be impaired, subordinated, or negated by any provisions of this agreement.

ARTICLE 3: RECOGNITION

Pursuant to the provisions of the Employee/Employer Relations Resolution of the City of Manhattan Beach and applicable State laws, the Manhattan Beach Police Officers' Association is recognized as the exclusive representative of all employees in the following classifications for the term of this agreement: Police Officer and Police Sergeant.

ARTICLE 4: TERMS AND CONDITIONS OF EMPLOYMENT

The provisions of this MOU shall constitute the wages, hours, and terms and conditions of employment for the employees during the term of this MOU. The parties recognize that past practices may be identified during the term of this MOU by either party and that such past practices (if they qualify as such under the law) are also part of the terms and conditions of employment during the term of this MOU.

ARTICLE 5: EFFECTIVE AND TERMINATION DATES

This MOU shall become effective the pay period including January 1, 2016, and will continue in effect through December 31, 2018. During the period covered by this MOU any items concerning wages, and fringe benefits provided by this MOU shall remain in effect unless the parties agree to revise the same by a written modification to this MOU, subject to the limitations expressed in Section 3504 of the Government Code.

ARTICLE 6: SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause, or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this Memorandum of Understanding.

ARTICLE 7: MANAGEMENT'S RIGHTS RESERVED

The scope of representation does not include consideration by the City of changes in the merits, necessity or organization of any service activities provided by law or executive order and accordingly, the following determinations shall not be subject to the meet and confer process:

- (a) Issues of public policy;

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- (b) The merits, necessity, or organization of any department, service or activity provided by the City pursuant to law or ordinance;
- (c) Matters which relate to the management of the City or the direction of its work force, including the right to direct employees, to hire, promote, transfer, assign, or retain employees, or suspend, demote, discharge, or take other proper disciplinary action against employees, maintain the efficiency of the operation of the City Government, and take any actions necessary to meet conditions of an emergency nature, subject to the rules and regulations of the City. The City Manager need not meet with the representatives of any recognized employee organization to consider the personal grievance of an individual employee or group of employees until the procedure for the resolution of grievances provided for in this MOU has been completed.

ARTICLE 8: GENDER

Whenever the masculine or feminine form of any word is used in this MOU, it also includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 9: EDUCATION INCENTIVE PAY

The education incentive program for all sworn employees will be as follows:

- Employees will be eligible for education incentives once they complete probation and meet the requirements below. Total years as a sworn police officer includes service with another agency. The education incentive pay shall be included in the bi-weekly paycheck based on prorated amounts. A police sergeant eligible for the education incentive shall be paid the appropriate percentage based on his actual base salary, not at the E step officer.
- Employees covered under this MOU shall be entitled to receive the full value of the education incentive pay while on temporary disability status, as a result of work-related injury or illness, so long as they are on active payroll status.

5% Education Incentive Criteria

- (a) An employee with an Associate degree and Intermediate POST Certificate plus 4 years as a sworn police officer shall be paid 5% of the E step officer base salary.
- (b) An employee with a Bachelor's degree and Intermediate POST Certificate plus 2 years of as a sworn police officer shall be paid 5% of the E step officer base salary.
- (c) Employees who do not have an Associate degree or a Bachelor's degree but who have a POST Intermediate Certificate shall receive the 5% incentive.

10% Education Incentive Criteria

- (a) An employee with a Bachelor's degree and Advanced POST Certificate plus 6 years as a sworn police officer shall be paid 5% of the E step officer base salary for the Bachelor's degree and 5% of the E step officer base salary for the Advanced Certificate (10% total).
- (b) An employee with a Master's degree and Advanced POST Certificate plus 4 years as a sworn police officer shall be paid 5% of the E step officer base salary for the Master's degree and 5% of the E step officer base salary for the Advanced Certificate (10% total).

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- (c) Employees not having a Bachelor's degree or a Masters' degree but who have a POST Advanced Certificate shall receive the 10% incentive.

15% Education Incentive Criteria

An employee who has a Master's degree and Advanced POST Certificate plus 10 years as a sworn police officer -OR- an employee who has an Advanced POST Certificate plus 15 years as a sworn police officer shall be paid 15% of the E step officer base salary. Police Sergeants eligible for this incentive shall be paid at 15% of their base rate. The maximum benefit for the Education Incentive is 15%.

The parties agree that to the extent permitted by law, Education Incentive Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) as Educational Incentive.

ARTICLE 10: TUITION REIMBURSEMENT PROGRAM

All members covered under this agreement shall be eligible to participate in the City's tuition reimbursement program as outlined in the applicable Personnel Instruction. The current annual reimbursement amount for tuition and books is \$3,000. The college or university at which courses are taken must be is accredited as defined by the U.S. Department of Education Data of Accredited Postsecondary Institutions and Programs.

ARTICLE 11: HOLIDAYS

- (a) Sworn, Non-probationary Employees

Sworn, non-probationary employees are entitled to 110 hours off in lieu of paid holidays each year. Holiday leave shall vest at the rate of 4.231 hours each bi-weekly pay period, however, each employee's holiday leave bank shall be advanced the entire year's accumulation (110 hours) the first full pay period after July 1 of each year. Effective the final payroll period in each fiscal year, an employee may cash out up to 30 hours of accrued, unused holiday hours. Any unused holiday hours at the end of the fiscal year will be added to the employee's vacation accrual. An employee also has the choice to convert the unused holiday hours into vacation and then immediately roll those hours into the Manhattan Beach Police Officer's Association Medical Trust Fund even if the employee's vacation bank is momentarily over the accrual cap until the vacation to the Medical Trust Fund. It is up to the employee to notify and authorize payroll in writing by June 15th of each year to deposit holiday cash out into the Manhattan Beach Police Officers' Association Medical Trust Fund. If such notification is not received, the employee will receive up to 30 hours of holiday leave as part of his/her paycheck for the final payroll period of each fiscal year and the remaining amount will be put in the employee's vacation accrual. If the placement of vacation in the employee's vacation accrual bank will cause the employee to be at or above his/her maximum accrual, the employee will not be permitted to accrue additional vacation until the vacation accrual amount is below the vacation accrual cap.

Employees who leave City service shall be paid for their unused, vested holiday leave upon separation. Any advanced holiday leave that is used but not vested, shall be deducted from an employee's final paycheck. In the event an employee's final paycheck is insufficient to cover the advanced leave, the City reserves the right to collect any monies due from the departing employee.

- (b) Initial Hire Probationary Employees

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Sworn, initial-hire probationary employees are entitled to 55 hours off in lieu of paid holidays each 6 months. Holiday leave shall vest at the rate of 4.231 hours each bi-weekly pay period, however, each employee's holiday bank shall be advanced the 55 hours each July 1 and January 1 or pro-rata portion if their service as an initial hire probationary employee begins after these dates.

Employees who leave City service shall be paid for their unused, vested holiday leave upon separation. Any advanced holiday leave that is used but not vested, shall be deducted from an employee's final paycheck. In the event an employee's final paycheck is insufficient to cover the advanced leave, the City reserves the right to collect any monies due from the departing employee.

These employees may cash out up to 30 hours of holiday time at the end of the fiscal year. Any holiday hours accrued, unused or not cashed out will be added to the employee's vacation accrual. If the placement of vacation in the employee's vacation accrual bank will cause the employee to be at or above his/her maximum accrual, the employee will not be permitted to accrue additional vacation until the vacation accrual amount is below the vacation accrual cap.

ARTICLE 12: SPECIAL PAYS

Specialty Pay assignments and compensation shall be as follows:

- (a) Traffic Assignment Pay: Any sworn employee assigned to the traffic bureau will receive 5% of the employee's actual base salary step for that assignment. The parties agree that to the extent permitted by law, Traffic Assignment Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Traffic Detail Premium.
- (b) Motorcycle service pay: Any sworn employee who is assigned to motorcycle service, shall, during the period of such assignment, receive in lieu of the 5% above, compensation for the extra hazards faced in performing this assignment and for off-duty cleaning of the motorcycle at the rate of 10% of the employee's actual base salary step. In addition, the City will compensate the employee for uniform maintenance as outlined under Article 17 of this MOU. Employees assigned to motor duty may, at their option, use their City assigned motorcycle to travel to and from work. Officers who use their motorcycle to travel to and from work must live within 50 miles of the City. For purposes of FLSA, such travel time will not be compensated in any manner whatsoever, even when the employee is required to leave the radio on and monitor the radio. The parties agree that to the extent permitted by law, Motorcycle Service Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Motorcycle Patrol Premium.
- (c) Detective service pay: Any sworn employee of the Police Department, when assigned to the Detective Bureau or the Narcotics Team, shall during the period of such assignment receive in addition to his regular monthly pay, compensation at the rate of 5% of the employee's actual base salary step per month. The parties agree that to the extent permitted by law, Detective Service Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Detective Division Premium.
- (d) Dog Handler Pay: Employees who are assigned as dog handlers shall, during the period of such assignment, receive an amount of 7.5% on top of base pay which will be considered full compensation for the special skills associated with the position and for all time spent on and off duty to care for the following, but not limited to, feeding and cleaning up after the animal, attending to the animal's physical health, welfare and grooming, training, medicating, veterinary care, daily

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and routine maintenance to the canine vehicle and field equipment. The parties acknowledge that the Fair Labor Standards Act entitles the parties to agree to a reasonable level of compensation for the performance of off duty canine duties. The compensation derived at in this agreement was determined after an actual inquiry of the Canine Officer(s) of the number of hours spent each week performing the off-duty tasks identified above related to the canine. The parties agree that the compensation provided herein based on that inquiry compensates the dog handler for 30 hours per month. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. Both parties believe that this agreement complies with the requirements of the Fair Labor Standards Act. In addition, during that time, the City will compensate the officer for uniform maintenance as outlined under Article 16 of this MOU. Employees assigned as dog handlers shall be provided a City vehicle for this purpose, but such travel time to and from work shall not be compensated. Officers assigned to canine must live within 30 miles of the City. The parties agree that to the extent permitted by law, Dog Handler Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Canine Officer Premium.

- (e) Training Officer Pay: The City agrees to pay a maximum of six (6) police officers, who are designated as Field Training Officers, 5% of the employee's actual base salary per month. The parties agree that to the extent permitted by law, Training Officer Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Training Premium.
- (f) Court Liaison Officer Pay: Employees assigned to Court Liaison Officer, shall during the period of such assignment receive in addition to their regular monthly compensation, compensation at the rate of 5% of the employee's actual base salary step per month. The parties agree that to the extent permitted by law, Court Liaison Officer Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Police Liaison Premium.
- (g) School Resources Officer Pay: Employees assigned as a School Resources Officer, shall during the period of such assignment receive in addition to their regular monthly compensation, compensation at the rate of 5% of the employee's actual base salary step per month. The parties agree that to the extent permitted by law, School Resources Officer Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Police Liaison Premium.
- (h) Community Relations Crime Prevention Officer Pay: Employees assigned as a Community Relations Crime Prevention Officer shall during the period of such assignment receive in addition to their regular monthly compensation, compensation at the rate of 5% of the employee's actual base salary step per month. The parties agree that to the extent permitted by law, Community Relations Crime Prevention Officer Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Police Administrative Officer.
- (i) Field Training Officer Sergeant Pay: Employees assigned as a Field Training Officer Sergeant shall during the period of such assignment receive in addition to their regular monthly compensation, compensation at the rate of two hundred and seventy five dollars (\$275) per month. The parties agree that to the extent permitted by law. Field Training Officer Sergeant Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Training Premium.

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- (j) Administrative Sergeant Pay: Employees assigned as an Administrative Sergeant shall during the period of such assignment receive in addition to their regular monthly compensation, compensation at the rate of 5% of the employee's actual base salary step per month. The parties agree that to the extent permitted by law, Administrative Sergeant Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Police Administrative Officer.
- (k) Traffic Sergeant Pay: Employees assigned as a Traffic Sergeant shall during the period of such assignment receive in addition to their regular monthly compensation, compensation at the rate of 5% of the employee's actual base salary step per month. The parties agree that to the extent permitted by law, Traffic Sergeant Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Police Administrative Officer.
- (l) Crime Scene Investigator (CSI) Pay: The City agrees to pay \$325.00 per month for up to a maximum of six (6) police officers, who are designated as CSI's. The parties agree that to the extent permitted by law, Crime Scene Investigator Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Crime Scene Investigator Premium.
- (m) Defensive Tactics Instructor Pay: The City agrees to pay a maximum of eight (8) police officers, who are designated as Defensive Tactics Instructors, \$250 per month. The parties agree that to the extent permitted by law, Defensive Tactics Instructor Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Training Premium.
- (n) Firearms Instructor Pay: The City agrees to pay a maximum of six (6) police officers, who are designated as Firearm Instructors, \$250 per month. The parties agree that to the extent permitted by law, Firearms Instructor Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Training Premium.
- (o) Driving Instructor Pay: The City agrees to pay eight (8) unit employees who are designated as Driving Instructors, \$250 per month. The parties agree that to the extent permitted by law, Driving Instructor Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Training Premium.
- (p) Tenure of assignment in specialty pay positions referenced above is governed by Department Policy.
- (q) Bilingual Pay: Employees will receive bilingual pay for verbal skills in Spanish. Employees receiving bilingual pay are expected to use this skill, including assisting other employees and members of the public, in the course and scope of their duties, as needed.

In order to receive bilingual pay, employees must be certified as verbally bilingual in Spanish. Employees may make application for bilingual pay certification through the Human Resources Department. The certification process shall consist of such tests as determined by the Human Resources Department. Re-certification will be required every two (2) years. Should an employee fail the qualifying test, the employee may retake the test; however, an employee may only take the qualifying test two (2) times in a six (6) month period.

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Employees certified as bilingual in Spanish will be compensated \$100 per month. The parties agree that to extent permitted by law, Bilingual Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Bilingual Premium.

ARTICLE 13: JURY DUTY

It is the City's policy to provide up to (80 hours) paid leave time to full-time employees summoned for jury duty in accordance with the City's Personnel Instruction #13. Officers summoned to appear in court for jury duty purposes shall notify their supervisor when so summoned and will be required to provide court documentation of such appearance.

ARTICLE 14: SALARIES

- (a) Employees in the classification of Police Officer and Police Sergeant shall receive the following across the board base salary increases:

Effective the first day of the pay period following January 1, 2016, employees shall receive a two percent (2.0%) increase to base salary.

Effective the first day of the pay period following January 1, 2017, employees shall receive a two percent (2.0%) increase to base salary.

Effective the first day of the pay period following January 1, 2018, employees shall receive a two and eighty five one hundredths percent (2.85%) increase to base salary.

ARTICLE 15: HEALTH CARE AND RETIREE MEDICAL CONTRIBUTION

1. Medical

- (a) The City contracts with the California Public Employees' Retirement System (CalPERS) for health care. The City will contribute the minimum employer contribution as provided under Government Code section 22892 of the Public Employees Medical and Hospital Care Act (PEMHCA).
- (b) The City agrees to provide a contribution to cover the PORAC Plan at the level the employee is enrolled, either single, employee with one dependent, or employee with two or more dependents. The City's contribution will be inclusive of (not in addition to) the CalPERS statutory minimum as provided in paragraph 1(a) above. To the extent out-of-pocket costs are incurred, the City will process the costs through premium conversion, thereby reducing the employee's taxable income.
- (c) The amount the City will contribute for each employee's medical insurance is ninety-five percent (95%) of the premium for the CalPERS PORAC plan, depending on whether the employee is enrolled as single, employee with one dependent or employee with two or more dependents. If the plan chosen is less costly than the rates of the PORAC plan, the City will pay 95% of the premium for the plan chosen with the employee paying (with a deduction from their pay) for the remainder of the plan chosen. If an employee chooses a plan which is more costly than 95% of the PORAC premium rate, the employee will pay the difference between the 95% of the PORAC premium rate and the more expensive plan.

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- (d) There shall be no cash back to employees from their health care allowances, however, employees who opt out of health insurance completely will receive 95% of the employee only PORAC premium rate, which will be paid to the employee in their normal paycheck subject to applicable taxes to the extent the City would have contributed to the City's Section 125 Healthcare or Childcare flexible benefit plan (if qualified to participate) up to the maximum allowed by law. If taken as pay, this amount will not be compensation earnable (i.e., PERSable) as it is not part of the employee's compensation and is not considered "special compensation" under the CalPERS regulations which define "special compensation". Employees may choose to allocate the amount to the City's Section 125 Healthcare or Childcare Flexible Benefits Plan up to the maximum allowed by law. Employees completely opting out of health insurance must show proof of coverage under another acceptable group health plan.
- (e) The City shall pay any surcharge assessed by PERS on the health care premiums up to 3.3%. Any future surcharges shall be paid by the employee.
- (f) Once an employee exhausts 4850 pay and becomes eligible for Temporary Disability, the employee must supplement TD payments with at least 1 hour of paid leave per bi-weekly pay period to be eligible for health insurance contributions from the City.
- (g) The parties agree to a reopener at any time during the term of the MOU to address to the MOU caused by the labor negotiations regarding the reopener must be mutually agreeable to the parties. Neither the City nor the Union can declare impasse. If the negotiations do not end in an agreement, the negotiations end and the MOU is not changed.

2. Dental

The City will provide coverage at the level the employee is enrolled, either single, employee with one dependent, or employee with two or more dependents. To the extent out-of-pocket costs are incurred, the City will process the costs through premium conversion, thereby reducing the employee's taxable income.

3. Vision

The City shall provide all represented employees and dependents the same vision care plan that is provided to Management/Confidential and miscellaneous employees.

4. Retiree Medical Contribution

- (a) Because the City contracts with CalPERS for the provision of medical insurance it complies with the requirements of Public Employees' Medical and Hospital Care Act (PEMHCA). Therefore, the City shall pay the CalPERS statutory minimum amount on behalf of all employees who retire from the City in accordance with the requirements of PEMHCA.
- (b) In addition to the provision of the CalPERS statutory minimum as provided by paragraph (a) above, any employee who retires with a minimum of twenty (20) years of service with the City of Manhattan Beach, shall receive a contribution of \$300 per month. However, any employee who has a minimum of twenty (20) total years of service as sworn law enforcement in U.S. public agency(ies), with a minimum of ten (10) consecutive years at

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the City of Manhattan Beach in a sworn police status shall receive a contribution of \$400 per month.

The additional contribution of \$300 or \$400 will be used toward health insurance costs, unless and until the following occur:

- 1) The retiree reaches 65 years of age; or
- 2) The retiree becomes eligible for Medicare; or
- 3) The retiree dies.

If any of the preceding conditions occur, the employee shall no longer be eligible to receive the additional (\$300.00 or \$400.00) retiree medical contribution.

ARTICLE 16: UNIFORM ALLOWANCE

Each employee shall receive a uniform allowance of \$700 per year, which shall be paid in bi-weekly installments. Motor Officers shall receive an additional \$15 per year (total \$715) and Canine Officers shall receive an additional \$180 per year (total \$880). The parties agree that to the extent permitted by law, the value of the uniforms provided in this article is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(5) Uniform allowance. Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

ARTICLE 17: SICK LEAVE

- (a) Accumulation: Employees shall earn sick leave at the rate of 7.67 hours per month for a total of 92 hours per year. Sick leave is permitted to be used once accrued as provided for in the rules and regulations.
- (b) Three days continuous sick leave usage requires a note from a doctor verifying that the employee can return to work.
- (c) The Sick Leave Bank Program, which establishes a Sick Leave Donation Policy for Police Sworn personnel is governed by the relevant Administrative Instruction that is in effect on the date of ratification.
- (d) An employee shall be able to use his or her accumulated sick leave to supplement any temporary disability pay received by the employee as outlined in the applicable Personnel Rule.
- (e) When an employee uses sick leave for a purpose which qualifies for leave per the Federal Family and Medical Care Leave Act (FMLA) and/or the State California Family Rights Act (CFRA) or is disabled by pregnancy, the City may run the employee's FMLA/CFRA leave and/or Pregnancy Disability Leave (PDL) concurrently with the sick leave. In addition, if an employee uses FMLA/CFRA or PDL for a purpose which these laws would entitle the City to require the use of sick leave the City may do so.
- (f) Per Labor Code section 233, employees may use one half of one's year's annual accrued sick leave (46 hours) to care for a 1) child (biological, adopted, or foster child, stepchild, legal ward,

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or a child to whom the employee stands in loco parentis), 2) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee, 3) the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, 4) a grandparent, 5) a grandchild, or 6) a sibling.

(g) Conversion: The employee annual sick leave conversion program is as follows:

- 1) 70-92 unused hours of sick leave earned in the fiscal year, the employee receives one-half of the unused sick leave credited to vacation and the remainder carried over as sick leave.
- 2) 46-69 unused hours of sick leave earned in the fiscal year, the employee receives one-quarter of the unused sick leave credited to vacation and the remainder carried over as sick leave.
- 3) 45 hours or less of unused sick leave earned in the fiscal year, the employee receives no conversion to vacation and the entire unused sick leave is carried over as sick leave.
- 4) If an employee is at or near their vacation accrual maximum, sick leave will be converted up to the amount of his or her vacation limit only.

(h) The City will allow employees to convert up to 30 hours of sick leave conversion time to cash which will be deposited in the employee's name in the Manhattan Beach Police Officers' Association Health Trust Fund. This cannot be cashed out as pay and it is at the option of the employee. The City will allow employees to have direct deposit into the Trust Fund once a year in July. The City will be given a hold harmless agreement for operation of the Trust.

(i) Police sworn employees shall have the following options regarding their sick leave conversion, if eligible:

- 1) Convert applicable sick leave credit to vacation hours and use the time.
- 2) Allow up to 30 hours of sick leave conversion time to be directly deposited into the Association's Trust Fund.

(i) At retirement, an employee may apply any unused accrued sick leave as additional service credit in accordance with applicable CalPERS regulations, as provided by in Government Code Section 20965.

ARTICLE 18: VACATION

Employees begin to earn vacation upon completion of six (6) months employment. At that time, the employee receives 40 hours vacation and thereafter earns the indicated monthly rate. If an employee terminates employment with the City and then returns, vacation shall be earned at the same rate as if he/she was a new employee. Vacation shall be earned for continuous periods of employment to the following maximum vacation accumulation amounts:

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<u>Tenure</u>		<u>Vac Hrs/Mo</u>	<u>Vac Accum Cap</u>
Greater than:	Less than or equal to:		
6 months	5 full years	6.667	240 hours
5 full years	10 full years	8.667	308 hours
10 full years	16 full years	10.000	340 hours
16 full years	17 full years	10.667	376 hours
17 full years	18 full years	11.333	392 hours
18 full years	19 full years	12.000	408 hours
19 full years	20 full years	12.667	424 hours
20 full years		13.333	440 hours

If an employee reaches the vacation accrual maximum, that employee will not accumulate further vacation until such time that the employee's accrual rate returns to below the maximum amount. Under special circumstances, and with City Manager approval, an employee may be allowed to accrue over the maximum on a temporary basis.

Employees are permitted to cash out up to eighty (80) hours of vacation each year in the last payroll of the fiscal year.

ARTICLE 19: PROBATION

Probation for original appointments of sworn members of the Police Department shall be not less than 18 months. Probation for laterals and promotional appointments shall be 12 months from the date of employment or appointment into the promotional rank. However, in addition to any and all pre-existing City Policies and Procedures authorizing extension of the probationary period, said probationary period shall be automatically extended where, (1) any cumulative absence during the probationary period from the performance of the employee's usual and customary duties is in excess of 240 hours or, (2) where presence at the work site during the probationary period but in a condition where the employee is unable to perform all of the usual and customary duties of the job position, is in excess of 240 hours. In calculating said 240 hours, absences attributed to utilization of holiday time off and to the utilization of compensatory time off, shall be excluded. In those instances where 240 hours are accumulated, the probationary period extension shall automatically occur regardless of notice of said extension being provided to the subject employee. The probationary period extension shall be in an amount of time equal to the total number of hours during the probationary period the employee was absent or unable to perform all of his/her usual and customary duties.

ARTICLE 20: RETIREMENT

1. For All Employees, Except Those Deemed "New Members" Within The Meaning Of The California Public Employees' Pension Reform Act Of 2013, The Following Shall Apply:
 - (a) Retirement Formula: Per California Government Code 21362.2, also known as the 3% @ 50 plan.
 - (b) The City has contracted with PERS for the One-Year Final Compensation option, "single highest year" (Government Code Section 20042).
 - (c) These employees shall pay the nine percent (9%) member contribution. Employees shall also pay an additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code section 20516(f).

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2. For All Employees Deemed "New Members" Within The Meaning Of The California Public Employees' Pension Reform Act Of 2013, The Following Shall Apply:
 - (a) Retirement Formula: 2.7% @ 57 retirement formula per Government Code 7522.25(d).
 - (b) Final compensation based on the highest annual average pensionable compensation during the three consecutive years of employment immediately preceding the effective date of his or her retirement or some other 36 consecutive month period designated by the employee per Government Code section 7522.32(a).
 - (c) Employee Paid Retirement Contribution - Such employees shall pay the higher of twelve percent (12%) or one half the total normal cost rate established by CalPERS. Any amount of such employee's retirement contribution which is above the total normal cost rate (i.e., if the half the normal cost rate goes below 12%) shall be paid in accordance with Government Code section 20516(f).
3. As permitted by the Government Code, the City shall not pay for accumulated sick leave for industrial disability retirements.

ARTICLE 21: DUES DEDUCTION

The City shall allow for one Police Association payroll deduction per member. Said deduction shall be declared at the beginning of each fiscal year and shall be the same percentage or dollar amount for all.

ARTICLE 22: MEDICARE/SOCIAL SECURITY

If Federal Medicare/Social Security is mandated by Congress, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick-up" any portion thereof.

ARTICLE 23: WORK STOPPAGE PROHIBITION

Prohibited Conduct

- (a) The Association, its officers, agents, representative, and members, agree that, during the term of this Memorandum of Understanding or any agreed upon extensions of the MOU, they will not call or engage in any strike, walkout, work stoppage, sickout, blue flu, concerted withholding of services by employees represented by the Association, disruption of City services, or honor any job action by any other employee or group of employees of the City or any union or association of employees by withholding or refusing to perform services; provided, however, that by executing this agreement neither the Association nor any of its members waive their rights (1) under Section 6300 et seq. of the California Labor Code to refuse to work under unsafe conditions and (2) under the United States and California Constitutions to exercise their rights of freedom of speech, assembly and association such as by engaging in lawful informational picketing.

This article shall not constitute a waiver by the City of its position that any work stoppages are illegal, regardless of whether or not a valid MOU is or is not in effect. Nor shall this article constitute a waiver by the Association of its rights to engage in any strike walkout, work stoppage, sick-out, blue flu, or other job actions that are allowable under the law at the conclusion of the term of this MOU or any agreed upon extensions, and to assert that these actions are lawful.

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- (b) In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited above, the Association shall utilize reasonable efforts to stop such conduct and immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this Memorandum of Understanding and are unlawful, and that they must immediately cease such conduct and return to work.
- (c) In the event the Association carries out in good faith its responsibilities set forth in Paragraph (b) above, it shall not be liable for the actions of any individual who participates in conduct prohibited by Paragraph 1 above. Any employee who participates in any conduct prohibited above or violates any other City rule or regulation, shall be subject to disciplinary action including termination by the City.

This shall not abrogate the right of any employee to receive all due process guaranteed to him or her in procedures relating to disciplinary action.

ARTICLE 24: GRIEVANCE PROCEDURE

- (a) Definition of Grievance

Grievance shall be defined as a dispute between (1) an employee, group of employees, or the Association on behalf of an individual employee or group of employees, and (2) the city, regarding the application or interpretation of specific provisions of the MOU or City Personnel Rules and Regulations. This procedure is not intended to discourage resolution of disputes regarding the MOU in an informal manner.

- (b) Grievance Submittal

Grievances must be submitted on the Grievance form and within the proper time frames to be considered. Time limits when filing formal grievances may be extended by mutual agreement between the parties.

- (c) Grievance Procedure Steps

Informal Process

The employee, a representative of the group of employees if a group grievance or a representative of the Association if filed by the Association shall first discuss the issue with an appropriate supervisor as soon as practical and in any event no later than 20 working days from the occurrence or knowledge of the occurrence of the issue. The supervisor should respond and when appropriate resolve the issue within 20 working days from the date of the discussion with the employee.

Formal Process

- 1) If the grievant is not satisfied with the supervisor's response in the informal process, the grievance may be submitted for formal review by completing the Police Department Review Grievance Form, stating the specific MOU or City Personnel rule or regulation that was improperly applied and stating the specific resolution desired. This Grievance Form shall be submitted to the Chief of Police for review within 20 working days of the supervisor's response in the Informal process. The Chief will give a written reply by the end of the tenth (10th) workday following the date the grievance was submitted.

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- 2) If the grievance is not resolved in Step 1 of the formal process, the employee must, within 5 working days following receipt of the Chief's written reply, present the grievance form to the Human Resources Director for further processing. The failure of the grievant to take this action will constitute a waiver of the grievance, unless time limits are extended through mutual agreement.
- 3) Within ten working days of receipt of the grievance, the Human Resources Director will contact the grievant to schedule a meeting with the City Manager or his/her designee to hear the grievance. Either the City or the employee(s)' (or Association's) representative may call other employees as witnesses during the meeting.

A written decision will then be rendered within 15 working days of the hearing. The decision of the City Manager will conclude the grievance process.

ARTICLE 25: DISCIPLINE AND APPEAL PROCESS

GENERAL POLICY: The City is committed to following the principles of progressive discipline. Disciplinary actions should be designed to fit the nature of the problem. The particular action imposed shall depend on the severity of the misconduct, the particular factual circumstances involved and take into consideration other incidents with comparable circumstances. All disciplinary action shall be based on the principles of just cause.

PROVISIONS:

- (a) Actions defined:

- 1) Performance Feedback

The use of oral or written performance feedback (including Blue Cards) shall not be considered disciplinary action, and shall be used as a tool by supervisors to address performance problems or minor instances of misconduct, as well as accomplishments. The supervisor or manager should review with the employee both the specific deficiencies in question and the City's standards. The cause(s) of the deficiency should be identified along with specific improvement needed. Any written warnings will be kept in the supervisory file, not the official personnel file, and a copy given to the employee. The employee may respond in writing within 30 days. The supervisory file is intended to be a temporary file to record performance, both positive and negative, throughout the performance year. When the performance evaluation is prepared for the employee, the entire contents of the supervisory file should be considered in determining the overall performance. Once the evaluation is completed and filed in the employee's personnel file, all written performance feedback prepared during the evaluation period must be discarded.

- 2) Letter of Reprimand

A Letter of Reprimand shall be considered the lowest level of discipline and generally is appropriate to correct an instance of more serious circumstance or employee misconduct which does not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a Letter of Reprimand is to put the employee on notice that the City will take other disciplinary action unless improvement in performance is demonstrated. The supervisor or manager issuing the Letter of Reprimand shall meet with the employee to discuss specific improvements required within a defined time period to avoid further disciplinary action. A copy of the Letter of Reprimand will be

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placed in the employee's official personnel file. The employee has the right to respond within 30 days.

3) Suspension

Suspension is the temporary removal of an employee from his duties without pay for up to thirty (30) calendar days.

4) Reduction in Pay

A Reduction in Pay is a reduction in hourly salary for a limited and defined period of time, and does not result in any classification change. The employee continues to report to work for the duration of the Reduction in Pay.

5) Demotion

Demotion is the movement of an employee from his current classification to a new classification having a lower salary range.

6) Discharge

Discharge is the involuntary termination of an employee.

(b) Pre-Disciplinary Procedure ("Skelly Meeting")

If an employee is to receive a letter of reprimand, be suspended, receive a reduction in pay, be demoted or discharged, the employee shall:

- 1) Receive written notice of the intended action at least 7 working days before the date it is intended to become effective, which provides the specific grounds and the particular facts upon which the action is based.
- 2) Receive copies of any known materials, reports or other documents upon which the intended action is based.
- 3) The employee shall have the right to respond in writing and/or orally within a reasonable period of time to the intended charges and/or be accorded the right to meet within a reasonable period of time with the Chief of Police who has the authority to modify or eliminate the intended disciplinary action.
- 4) Be given the written decision of the Chief prior to the effective date of the disciplinary action.

(c) Appeal Process

- 1) A disciplinary action of Letter of Reprimand and any suspension up to and including 3 days, is appealable as follows:

Step 1: The employee must, within twelve (12) working days, present the appeal to the Human Resources Director for processing. The failure of the employee to take this action shall constitute a waiver of the appeal, unless time limits are extended through mutual agreement.

Step 2: Within ten working days of receipt of the appeal, the Human Resources Director will set up a meeting between the employee and his/her representative with the City Manager or his or her designee to review the issues. A written decision will then be

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rendered within fifteen (15) working days of the meeting. The decision of the City Manager will be final.

It is not intended that the appeal procedure be used to effect changes in the established salary and fringe benefits.

Either the City or the Association may call any employee as a witness to any of the above steps, and the City agrees to compensate said witness for his testimony. The parties agree to make every effort to call witnesses while they are on duty.

- 2) A disciplinary action of suspension in excess of 3 days, or if the result of the discipline is over 3 days total suspension time in a 12-month period, reduction in pay, demotion or discharge is appealable using the following process.

Appeal Procedure:

Step 1: The employee may appeal to the Board of Review (LA County Civil Service Commission) or request an outside Arbitrator to hear the appeal by filing an appeal to the Police Chief's action within twelve (12) working days. The Arbitrator will be selected from a list supplied by the State Mediation and Conciliation Services. In the event agreement cannot be reached on the identity of the arbitrator, both parties will alternately strike names from the list until only one remains. The order of striking names will be decided by a flip of the coin

Step 2: In cases of discharge, reduction of pay or suspension without pay in excess of five (5) days, a hearing will be granted. For suspensions of 4 or 5 days, the Board of Review or Arbitrator may make a decision without a hearing, after a review of the written materials submitted by all parties concerned. As indicated in MB Municipal Code Section 2.08.090, Removal and Suspension of Employees and Officers, the City Manager may affirm, revoke or modify the action of the Board of Review or Arbitrator and that decision shall be final.

The City and POA will each pay half of the cost of appeals to a Board of Review or an Arbitrator if the Association assists the appellant in its representative capacity or in any way financially. Shared costs shall include only those charges from the Board of Review or Arbitrator.

ARTICLE 26: HOURS OF WORK/OVERTIME

- (a) Firearms qualification - All members of the department are required to qualify at the range each quarter. Time spent qualifying will be in a paid status. All employees on shifts when the range is open will qualify while on duty. Employees who shoot at the range at times for other than the required qualification or training will be considered to be on personal time and such time is not counted as working time and is not compensable in any manner whatsoever.
- (b) Court standby pay - A member of the bargaining unit, who while off-duty is on court standby status, may leave a telephone number where he or she may be reached while on court standby. Such time is not considered hours worked under the FLSA, however, the employee will be paid 1/2 his regular rate of pay.
- (c) Court pay - When an employee is required to appear in court while off-duty, he shall be paid for all hours spent in court, with a minimum credit of three (3) hours for each morning court session and

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an additional 2 hours for each afternoon court session. If an employee's regular work shift begins within 2 hours from the time the employee is called to court, the employee will be paid for the time prior to the start of his regular shift. Travel time to court shall not be considered hours worked and shall not be compensated.

- (d) Call-back pay - Call back duty occurs when an employee is ordered to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of 1 hour work commencing when he/she received the phone call to report to duty. Any hours worked in excess of 1 hour shall be credited on an hour for hour basis for actual time worked. Travel time home shall not be considered hours worked and shall not be compensated in any manner whatsoever. Thus, in determining time worked on call-back, the time shall begin when the employee receives the call and shall end when the work is done prior to the employee's travel back home. This provision is to be distinguished from "Court Standby" pay in Section 28b which is to be used when an employee is called to appear in court.
- (e) Training time - Attendance at training schools/facilities which improves the performance of regular tasks and/or prepares for job advancement is compensable for hours spent in class only. Any time spent in excess of the classroom time will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day. Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work.

All local and non-local travel must be in accordance with the guidelines outlined in Administrative Instruction #6 "Travel and Attendance at Conferences and Meetings". Whenever possible and practical, supervisors will try to arrange City-related travel to occur during working hours and minimize the impact to the employee's own time. It is the employee's responsibility to identify potential conflicts and bring them to their supervisor so that they may be addressed in the most feasible fashion.

- (f) General overtime - All employees required to work in excess of the standard work period of 160 hours in a 28 day Fair Labor Standards Act cycle (pursuant to Section 7(k) of the FLSA) shall receive compensation at the rate of time and one-half his rate of pay or compensatory time at the rate of 1.5 times hours worked at the employee's option. An employee's compensatory time bank shall not exceed 100 hours.

In determining an employee's eligibility for overtime compensation in a work period, paid vacations, holidays, bereavement leave, and compensatory time, shall be included as hours worked. The following paid leaves of absence are not considered hours worked for purposes of calculating overtime: 1) Sick Leave; 2) Administrative Leave; 3) 4850 Time.

- (g) 3/12.5 +10 for Patrol: The work schedule for unit members assigned to patrol is a 3/12.5 + 10. Employees assigned to the 3/12.5+10 work schedule do not accrue any additional accrued leave (including, but not limited to, vacation, sick or holiday) hours as a result of their work schedules. The parties agree that if either side wishes to change this work schedule, it may request to meet and confer and the other side agrees it will come to the collective bargaining table expeditiously. For all non-patrol members the 4/10 schedule will remain.
- (h) Overtime authorization - All overtime requests must have the prior authorization of a supervisor prior to the commencement of such overtime work. Where verbal authorization is obtained, written

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authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.

An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request. The overtime slip constitutes written authorization.

- (i) Clothes changing - Time spent in changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever. The parties recognize that such time is not compensable because employees have the option per Department Policy to don and doff their uniform and protective gear at home whether they do so or not.
- (j) City vehicle use - Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle. (This provision also applies in those situations where the radio must be left on and monitored.)
- (k) Scheduling remains a management right. If an officer is placed on a multi-jurisdictional assignment, the officer shall work the schedule utilized by the assignment.
- (l) Modified duty assignments. The parties recognize that temporary modified duty assignments may be assigned to affected employees who are temporarily incapacitated from performing all usual and customary duties of their position. The parties hereby specifically agree that determination by administration of the days and hours of work to which an employee shall be assigned while performing "modified duty," is a management right.

ARTICLE 27: DIRECT DEPOSIT PAYCHECKS

Employees covered under this MOU shall receive their biweekly compensation through the City's direct payroll deposit program.

ARTICLE 28: ABANDONMENT OF POSITION

Employees absent from work without authorization or notification for three consecutive working days, shall be construed to have abandoned their employment with the City and be subject to termination.

ARTICLE 29: GARNISHMENTS

A \$25.00 initial set-up fee and \$7.00 service charge per garnishment per payroll check shall be charged to the employee. Child support garnishments will be subject to the \$25 set up fee and \$1.00 service charge per garnishment per payroll check.

ARTICLE 30: SHIFT BIDS

Employees in the classification of Police Officer and Police Sergeant shall be entitled to select the shift. However, it remains the sole discretion of the department to determine through the master schedule of available shifts, which days off are associated with any particular shift. Shift selection shall be made based upon seniority in the employee's current classification (including any time served in a higher or lower paying classification). The only exceptions to this entitlement are under the following conditions:

- (a) To accommodate a formal PIP.

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- (b) To facilitate the separation of two employees who have a formal, documented hostile work environment and/or sexual harassment incident.
- (c) To facilitate the separation of two employees who have a formal, documented adverse situation which has impacted the effectiveness of the shift to which they are assigned.

Movement of individuals under the above circumstances shall only be done after all other reasonable efforts have been considered.

If a non-probationary Police Officer or Police Sergeant is displaced from his selected shift (after the shift bid has been finalized) by an officer being moved under one of the above circumstances, that displaced officer or sergeant shall be entitled to a 5% bonus of their current base salary for the period of the displacement.

Under this article, the placement of officers or sergeants for the purposes of balancing experience throughout the shift, equal distribution of FTOs or other officers assigned collateral duties such as CSI, DUI, DRE, or to assign premium shifts as inducements or rewards to less senior officers, are specifically excluded.

Any dispute regarding the necessity of movement of officers or the accuracy of the asserted need shall be resolved by the City's Human Resources Director.

Notwithstanding any other provisions of this article: (1) Probationary Police Officers may be assigned to specific shifts for training purposes which will be accomplished by blocking out the last slot on the particular shift needed and before shifts are bid, and (2) A maximum of two probationary police sergeants may be assigned to specific shifts for training purposes, which will be accomplished by blocking out the appropriate slot on the particular shift needed before the shifts are bid. Each slot will be on a different shift. There will be no bumping mid-cycle. The Department will have the right to closely or exactly match probationary sergeants' days off to that of the lieutenant on the shift to which they are assigned.

ARTICLE 31: NO SMOKING

Employees hired after September 3, 1988, must refrain from smoking tobacco or using any other tobacco substance at any time on or off duty as a condition of continued employment. Violation of this condition of employment shall be deemed good cause for discipline up to and including dismissal.

ARTICLE 32: DRUG TESTING PROGRAM

The City and the Association agree to mutually work together for the prevention of alcohol and substance abuse in the workplace for the benefit of the employees, City, and the residents of Manhattan Beach. The agreed Alcohol and Substance Abuse Policy is incorporated herein as Attachment A. The parties agree in addition to the causes for testing set forth in the policy, that all employees will be subject to drug testing at least once every five years. If an employee changes the class of his/her license, he/she will still be subject drug testing once every five years, not five years after the change of the class of license.

ARTICLE 33: EMPLOYEE/EMPLOYER RELATIONS RESOLUTION

The parties have agreed that if, during the term of the MOU, the City requests to discuss the Employee/Employer Relations Resolution, no changes will be made without written agreement of the parties.

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ARTICLE 34: FULL AND COMPLETE UNDERSTANDING

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein.

The parties hereto have caused this Memorandum of Understanding to be executed this ____ day _____, 2015.

REPRESENTATIVES OF THE MANHATTAN
BEACH POLICE OFFICERS' ASSOCIATION

REPRESENTATIVES OF THE
CITY OF MANHATTAN BEACH

BY _____
Michael Rosenberger, President MBPOA

BY _____
Teresia Zadroga-Haase , Human Resources
Director

BY _____
Traci Navarrette, Treasuer MBPOA

BY _____
Bruce Moe, Finance Director

BY _____
Taylor Klosowski, Secretary MBPOA

BY _____
Eve Irvine, Police Chief

BY _____
Howard Liberman,
Silver, Hadden, Silver & Levine

BY _____
Mark Danaj, City Manager

BY _____
Peter J. Brown, Liebert Cassidy Whitmore

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ATTACHMENT A

CITY OF MANHATTAN BEACH
AND
MANHATTAN BEACH POLICE OFFICERS' ASSOCIATION
DRUG AND ALCOHOL ABUSE POLICY

I. PURPOSE

The City of Manhattan Beach and the Manhattan Beach Police Officers' Association recognize that behavior resulting from the use of alcohol and other drugs detrimentally affects work performance, safety, security, and public confidence in City employees and presents a risk to City employees and the health and welfare of the citizens of the City of Manhattan Beach.

While the City has no intention of intruding into the private lives of its employees, the special nature of the duties entrusted in public safety officers demands that the use of alcohol and other drugs which may affect an employee's ability to perform his or her job be strictly regulated.

Employees who think they may have an alcohol or drug usage problem are urged to seek confidential assistance from the Employee Assistance Program. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

II. POLICY

It is the policy of the City of Manhattan Beach that employees shall not be under the influence of alcohol or drugs, nor possess alcohol or drugs while on City property, at work locations, or while on duty or on an "on-call" status; shall not utilize, sell or provide drugs or alcohol to any other employee or to any person while such employee is on duty or on an "on-call" status, nor have their ability to work impaired as a result of the use of alcohol or drugs.

The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with the employee, except as restricted by the California Public Safety Officers Procedural Bill of Rights Act.

Refusal to submit immediately to an alcohol and/or drug analysis when requested by a sworn supervisor for the causes for testing listed in this policy may constitute insubordination and may be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be detained until he or she can be reasonably transported from the work site.

The City provides an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. The City and the Association encourage and support the rehabilitation of employees with alcohol and drug abuse problems through the constructive use of the EAP. It is understood that EAP counseling sessions are confidential except for compliance with mandatory EAP referral evaluations and program requirements. Records kept under this program shall be available only to those persons who administer the program or monitor, and/or manage employees participating in the EAP program.

III. APPLICATION

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This policy applies to all employees in the classification of Police Officer and Police Sergeant. This policy applies to alcohol and to all substances, drugs, medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

IV. EMPLOYEE RESPONSIBILITIES

An employee must:

- A. not report to work or be subject to duty while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use;
- B. not possess or use alcohol or impairing drugs (illegal drugs and prescriptions drugs without a prescription) during working hours or while subject to duty, on breaks, during meal periods or at anytime while on City property, with the exception of substances which have been confiscated by arrest and are in transport to designated holding facilities, or incidents which are performed as part of the job and with the condoning by the Chief of Police;
- C. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either the employee or both employees are on duty or on an "on-call" status;
- D. submit immediately to an alcohol and drug test when requested by a sworn supervisor;
- E. notify his or her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment; and
- F. provide within 24 hours of request bona fide verification of a current valid prescription for any potentially impairing drug or medication declared by the employee before the drug test and identified when a drug test is positive. The prescription must be in the employee's name.

V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- A. Sworn supervisors are responsible for reasonable enforcement of this policy.
- B. Sworn supervisors may request that an employee submit to a drug and/or alcohol test when any of the "Causes for Testing" items listed in this policy occur.
- C. In cases of "reasonable suspicion", any sworn supervisor requesting an employee to submit to a drug and/or alcohol test must document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs and submit said documentation to the Chief of Police prior to the end of the shift.
- D. Any sworn supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is under the influence of drugs or alcohol, the sworn supervisor shall detain the employee until the employee can be safely transported to the testing facility by a manager or supervisor. The employee will be relieved of his/her weapon, which will be secured by the department until the employee is authorized to return to work.

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- E. Sworn supervisors shall not physically search the person of employees, nor shall they search the personal possession of employees without the freely given consent of, and in the presence of, the employee, or unless a valid search warrant has been obtained, or where he or she has been notified in advance that a search will be conducted.
- F. Sworn supervisors shall notify the Chief of Police or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City, or those other areas protected by the Public Safety Officers Procedural Bill of Rights Act.

VI. CAUSES FOR TESTING

Employees covered by this policy shall be tested for drugs or alcohol for any of the following reasons:

- 1. Randomly during initial probationary period.
- 2. Prior to promotional appointment.
- 3. Within 30 days prior to renewal date of Driver's License.
- 4. Within 30 days of assignment to investigative detail.
- 5. Within 30 days of assignment to SWAT.
- 6. As soon as possible after reporting a traffic accident where the employee's work vehicle was moving.
- 7. Whenever there is "reasonable suspicion" of an employee under the influence on work time.

Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his or her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- a. Slurred or thick speech;
- b. Alcohol odor on breath;
- c. Inability to perform work properly;
- d. Unsteady walking and movement;
- e. Unusual or anti-social behavior so unusual that it warrants summoning a supervisor;
- f. Eyes that stare blankly or appear glassy;
- g. Possession of alcohol or drugs;
- h. Nystagmus (i.e., involuntary eye movement);
- i. Information obtained from a reliable person with personal knowledge whose identity is known.

VII. PHYSICAL EXAMINATION AND PROCEDURE

The physical examination and procedure are detailed in an addendum to this policy. Amendments to the addendum shall not affect any other section in this policy.

Whenever a sworn supervisor deems a drug test necessary for any of the eight reasons listed in cause for testing, the manager or supervisor shall send the employee to the City's medical facility for testing. If the employee is impaired or is for any reason deemed unsafe to transport him or herself to the facility, the manager or supervisor or designee shall transport the employee to the City's medical facility for the test. The employee shall be paid for time spent at the examination. The City shall bear the expense of the examination, and shall provide transportation to and from the medical facility and the employee's work site.

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The medical provider uses a certified National Institute of Drug Abuse (NIDA) laboratory. The certification of laboratories performing drug testing for Federal agencies was developed by NIDA to assure strict adherence to the rigorous standards of testing and custody control form. Test results are returned to the Medical Review Officer (MRO).

The initial test is a process called Urine Drug Screen # 37042N. If all results are negative, the test is complete. If a positive test result is noticed, a secondary test using the Gas Chromatography/Mass Spectrophotometry (GCMS) method is conducted by the laboratory to verify the results. This test has been used as binding legal and medical precedent. If the subsequent test is negative, then the test is considered negative for all purposes. If the subsequent test confirms a positive finding, it is noted on the report and sent to the MRO. At this point, in cases other than THC and cocaine, the MRO will contact the employee to discuss the possibility that the person has taken medication (prescription or otherwise) that was not indicated on the original form completed by the employee. The employee is not informed of a positive result, he or she is just asked to clarify any drug intake. The final results are then sent by the MRO to the City.

Drugs tested for include, but are not limited to Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Methadone, Methaqualone, Opiates, PCP, THC, Propoxyphene, and Alcohol. Cut off levels shall be consistent with the current guidelines issued by NIDA.

VIII. RESULTS OF DRUG AND/OR ALCOHOL TESTING

A. During Employment Drug and/or Alcohol Tests

1. A positive result from a drug and/or alcohol analysis may result in appropriate disciplinary action, up to and including discharge, pursuant to the City's disciplinary policy.
2. If a drug screen is positive, the employee must provide within 24 hours of request, bona fide verification of a valid prescription for the drug declared by the employee before the drug test and identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action, up to and including discharge.
3. If an alcohol or drug test is positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out following an evaluation of the circumstances.

IX. APPEALS

If the employee desires to appeal a positive test result, he or she may request a new testing of a remaining portion of the original urine sample, or split sample, within 3 business days of notification of the original test result. The split sample test by Gas Chromatography/Mass Spectrophotometry (GC/MS) shall be conducted at the employee's expense and shall be conducted by any National Institute of Drug Abuse approved laboratory located in California.

RESOLUTION NO. ____

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL ADOPTING THE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF MANHATTAN BEACH AND THE MANHATTAN BEACH POLICE OFFICERS' ASSOCIATION (MBPOA) AND THE MANHATTAN BEACH POLICE MANAGEMENT ASSOCIATION (MBPMA)

WHEREAS, the Manhattan Beach City Council provided parameters for compensation and benefit negotiations on August 10, 2015;

WHEREAS, the City Council authorized its negotiators to negotiate within those set parameters;

WHEREAS, the negotiators and the Manhattan Beach Police Officers' Association ("MBPOA") have met and conferred in good faith, and the MBPOA ratified their new Memorandum of Understanding ("MOU") on December 1, 2015; and

WHEREAS, the negotiators and the Manhattan Beach Police Management Association ("MBPMA") have met and conferred in good faith, and the MBPMA ratified their new MOU on November 18, 2015.

NOW THEREFORE, THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES:

SECTION 1. The City Council hereby approves and adopts:

- A. The MOU between the City and the MBPOA for the period of January 1, 2016 through December 31, 2018; and
- B. The MOU between the City and the MBPMA for the period of January 1, 2016 through December 31, 2018.

SECTION 2. The City Manager or his designee shall administer the terms of the MOUs on behalf of the City.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED DECEMBER 15, 2015.

Ayes:
Noes:
Absent:
Abstain:

Mark Burton
Mayor, City of Manhattan Beach

ATTEST:

Liza Tamura, City Clerk

Agenda Date: 12/15/2015

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

Agenda Forecast December 9, 2015

**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)

1/5/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge – Pennekamp Elementary School
	1. Presentation of a Plaque to Pooja Nagpal as an Honoree of the Girl Scouts 2015 National Young Women of Distinction (Ceremonial)
	2. Presentation of a Plaque to Rabbi Mark Hyman, Congregation Tikvat Jacob, in Recognition of his Years of Dedicated Service and Continuous Support to the Community (Ceremonial)
	3. Presentation of a Certificate of Recognition to Lester Silverman (Ceremonial)
	4. Presentation of a Certificate of Recognition to Public Works Director Tony Olmos (Ceremonial)
	5. Approve Amendment to Agreement with DRG to Perform Additional Tasks for the Urban Forest Master Plan in the Amount of \$26,980 (Public Works Director Olmos) (Consent)
	6. Amendments to Title 10 Planning and Zoning, Other Portions of the Manhattan Beach Municipal Code (MBMC) Revising the Historical Preservation Process (ORD 15-0034) (Community Development Director Lundstedt) (Public Hearing)
	7. Amendments to Local Coastal Program (LCP) Revising the Historic Preservation Provisions (ORD 15-0035) (Community Development Director Lundstedt) (Public Hearing)
	8. First Reading of Marijuana Cultivation Ordinance (City Attorney Barrow) (Public Hearing)
	9. Adoption of 2015 City-wide Strategic Plan (Assistant City Manager Nader) (New Business)
	10. Drone Ordinance (City Attorney Barrow) (New Business)
	11. Amendment to Agreement with Selbert Perkins for Completion of the Wayfinding Signage Program Master Plan (Public Works Director Olmos) (New Business)
1/19/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge -
	1. Cooperative Agreement with Beach Cities for Stormwater Related Items (Public Works Director Olmos) (Consent)
	2. North MB BID Resolution of Intention to Collect Annual Levy (Finance Director Moe) (Consent)
	3. Second Reading of Marijuana Cultivation Ordinance (City Attorney Barrow) (Consent)
	4. Award of Construction Contract to XXX in the amount of \$XX for FY11/12 Sewer Rehabilitation Project – Phase 2 (Public Works Director Olmos) (Consent)
	5. Skateboard Park Update (Parks and Recreation Director Leyman) (Old Business)
	6. Beach Rentals Update (Parks and Recreation Director Leyman) (Old Business)
	7. Comprehensive Annual Financial Report for Fiscal Year 2014-2015 (Finance Director Moe) (New Business)

**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. Approve a Contract Amendment to Accela, Inc. in the Amount of \$xxxxx for Citywide Permitting Software and Appropriate Funds from xxxxx (Community Development Director Lundstedt) (New Business)
	9. (Foot Beat Patrols) Develop a 1. Deployment Plan that Provides Regular/Random Foot Beat Patrols for Downtown, North MB and the Mall and Report Back to City Council with Such a Plan (Police Chief Irvine) (New Business)
2/2/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge – Manhattan Beach Middle School
	1. Badminton Club Hosting Olympic Qualifying Event (Ceremonial)
	2. Fire Deployment Study (Fire Chief Espinosa) (New Business)
2/16/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge -
	1. Q2 Budget (Finance Director Moe) (Consent)
	2. North MB BID Renewal Public Hearing & Ratification of Board Members (Public Hearing)
	3. Construction Rules (Neighborhood Bill of Rights) (Community Development Director Lundstedt) (Old Business)
	4. Letter Opposing Construction of a Water Desalination Plant by West Basin Municipal Water District (Community Development Director Lundstedt/Public Works Director Olmos) (Continued from December 1, 2015 City Council Meeting) (Old Business)
	5. Pier Roundhouse Updates (Old Business)
	6. Water Rate Study Update (Finance Director Moe) (New Business)
	7. Strategic Planning Final Report (New Business)
	8. Fiscal Year 2015-2016 Mid-Year Budget Report (Finance Director Moe) (New Business)
	9. (Economic Development Advisory Council) Create a Manhattan Beach Economic Development Advisory Council and Report Back to City Council (New Business)
	10. Develop a Click It-Fix It App for Residents to Request City Services On-Line with the Ability to Track their Request Online and Report Back to City Council (New Business)
	11. CIP Report (Public Works Director Olmos) (New Business)
	12. Site Assessment Finding for Fire Station No. 2 (New Business)
	13. Gas Company Presentation Loop Project (Public Works Director Olmos) (New Business)
3/1/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge – Mira Costa High School
	1. Develop a Plan for Security Cameras at Critical Points of Ingress and Egress to Our City and Report Back to City Council with Such a Plan. (Police Chief Irvine) (New Business)
	2. Develop a Program to Register All Security Cameras in MB, Including Residential, Commercial & Retail, with the MBPD so that MBPD has a Database of all Security Cameras to Prevent and Solve Crimes. (Police Chief Irvine) (New Business)
3/3/2016	<i>Joint City Council/Manhattan Beach Unified School District Meeting – (Tentative 6:00 PM Thursday)</i>
	Pledge -

**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)

3/15/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge -
4/5/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge – MBUSD Spring Break
	1. Annual Street Lighting & Landscaping Assessments (Phase 1) (Order Plans, Specs, Cost Estimates & Engineer’s Report) (Finance Director Moe) (Consent)
	2. Discussion of Parks Free Wi-Fi (Information Technology Director) (New Business)
4/19/2016	<i>Regular Meeting – 6:00 PM – City Council Reorganization Tuesday Mayor D’Errico/Mayor Pro Tem Lesser</i>
	Pledge -
4/26/2016	<i>Boards and Commissions Interviews – Police/Fire Conference Room – (Tentative 5 PM) Tuesday</i>
5/3/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge – Grand View Elementary School
	1. Recognition of School Achievements (Ceremonial)
	2. Q3 Budget/CIP Report (Finance Director Moe) (Consent)
	3. Annual Street Lighting & Landscaping Assessments (Phase 2A) (Approve Engineer’s Report) (Finance Director Moe) (Consent)
	4. Annual Street Lighting & Landscaping Assessments (Phase 2B) (Set Public Hearing) (Finance Director Moe) (Consent)
	5. Fiscal Year 2016-2017 Proposed Budget (Finance Director Moe) (New Business)
	6. Annual Appointment of Boardmembers & Commissioners (City Clerk Tamura) (New Business)
5/5/2016	<i>Budget Study Session #1 – Time TBD Thursday</i>
	Pledge -
5/10/2016	<i>Budget Study Session #2 – Time TBD Tuesday</i>
	Pledge -
5/12/2016	<i>Budget Study Session #3 – Time TBD Thursday</i>
	Pledge -
5/17/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge -
	1. Annual Appointment of Boardmembers & Commissioners (If-Needed) (City Clerk Tamura) (New Business)
	2. Six Month Update on Enforcement of Bike Path Hazards Ordinance 15-0467 Regarding Flashing Lights at the Pier and Data for Injuries from Fire Department (Ordinance No. 15-0005 - Amending and Restating Municipal Code Provisions Governing Bike Path Hazards) (Police Chief Irvine/Fire Chief Espinosa) (Old Business)
5/19/2016	<i>Budget Study Session #4 – Time TBD Thursday</i>
	Pledge -
6/7/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>

**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)

	Pledge – Pacific Elementary School
	1. Resolution of Intention to Provide for Annual Levy and Collection of Assessments for the Downtown Business Improvement District (Finance Director Moe) (Consent)
6/21/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge -
	1. Annual Street Lighting & Landscaping Assessments (Finance Director Moe) (Phase 3) (Public Hearing)
	2. Fiscal Year 2016-2017 Budget Adoption & Gann Limit (Finance Director Moe) (Public Hearing)
7/5/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge -
	1. Renewal of Downtown Business Improvement District for Fiscal Year 2016-2017 (Finance Director Moe) (Public Hearing)
7/19/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge -
	1. Develop RFP for Sepulveda Corridor (Community Development Director Lundstedt) (New Business)
8/2/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge -
	1. Underground District Policy and Survey Results (Work Plan) (Public Works Director Olmos) (New Business)
8/16/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge -
	1. Q4 Budget/CIP Report (Finance Director Moe) (New Business)
9/6/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge -
	1. Beach Rental Status Report (Old Business)
9/20/2016	<i>Regular Meeting – 6:00 PM Tuesday</i>
	Pledge -

**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. Facility Strategic Planning	9-1-15
2. Art Decommissioning Policy	8-4-15
3. John Street and 8 th Street Stop Sign Follow-Up Report	
4. Update on Mediation Data	11-17-15
5. Update on IT Director Hiring Process	11-17-15

FUTURE AGENDA ITEMS (Date TBD)

Item	City Council Date Requested

FUTURE MEETINGS TO BE SCHEDULED

Item
1. Joint City Council/Beach Cities Health District Meeting
2. Joint City Council/Planning Commission Study Session Meeting Regarding Mansionization
3. City Council Meeting Study Session Regarding Revenue Streams for Finding CIP and Enterprise Funds, Including Issuance of Bonds, Creation of a Parking Authority and Review of Reserve Policy
4. Mall Litigation Closed Session
5. Downtown Specific Plan Project Update Study Session

Agenda Date: 12/15/2015

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: Parks and Recreation Commission Meeting Minutes of October 26, 2015 (Parks and Recreation Director Leyman).

INFORMATION ITEM ONLY

The attached minutes are for information only:

1. Parks and Recreation Commission Meeting Minutes of October 26, 2015

CITY OF MANHATTAN BEACH
MINUTES OF THE PARKS AND RECREATION COMMISSION
Manhattan Beach City Hall
1400 Highland Ave.
Manhattan Beach, CA 90266
October 26, 2015
6:30 PM

CONTENTS

A. CALL TO ORDER

The meeting was called to order at 6:30PM.

B. PLEDGE TO THE FLAG

C. ROLL CALL

Present: Commissioners Allard, Manna, Allen, Jones, Paralusz and Enomoto

Absent: Commissioner Rothans

Others present: Parks and Recreation Director, Mark Leyman and recording secretary,
Linda Robb

D. APPROVAL OF MINUTES

Commissioner Manna moved to approve the September 28, 2015 minutes with the following changes. The motion was seconded by Commissioner Allen. The motion passed.

P.3, paragraph 1- "He" changed to "She" in last line.

P.4, paragraph 1- Date corrected to read October 26th

P.4, paragraph , sentence 3- reworded for clarity

Salute to the Troops Budget and Expenses added as attachment.

Ayes: Commissioners Allard, Manna, Allen, Jones, Paralusz and Enomoto

Nays: None

Abstain: None

Absent: Commissioner Rothans

E. CEREMONIAL

none

F. AUDIENCE PARTICIPATION (3-Minute Limit)

Commissioner Allard opened the floor to audience participation.

Seeing none, the floor was closed.

G. GENERAL BUSINESS –

13/1028.3 Discussion of Skateboard Park – Director Leyman gave an overview of the history of the Skateboard Park feasibility process including community input meetings. He introduced consultant, Kanten Russell who presented five site design options at two potential locations. Director Leyman acknowledged the Parks and Recreation Commission for all of their work throughout the process and in the previous years; the Parks and Recreation team, Idris Al-Oboudi, Andrew Berg and Linda Robb. He also thanked Kanten Russell for his assistance with the process.

Kanten Russell, Stantec Action Sports Group gave his presentation. Mr. Russell stated that

in the community meetings, he tried to show what a modern skateboard park could look like and what features and terrain are available. He gave an overview of his background along with the background of the company and its principals. Mr. Russell showed some examples of different features and completed skate parks and skate plazas in different cities. He described the process of reaching out to the community for input on locations, features, colors and size. He touched on funding options.

Mr. Russell summarized the feasibility process

Stantec was asked to:

1. Analyze potential sites
2. Facilitate public input meetings
3. Gather surveys (at meetings and online)
4. Provide skatepark examples and costs
5. Explore funding options
6. Provide outcome results and recommendations

At the first meeting of the two meetings held, the locations were narrowed down to the top three potential sites: Manhattan Heights Park, Marine Avenue Park and El Porto. At the second meeting, the El Porto location was eliminated as an option because of resident opposition.

Alternative #1: Marine Avenue Park – back of park

Pros: not in residential area, does not interfere with existing amenities or activities, parking

Cons: funding, lower visibility

Size and cost: two options 2,000 sq. ft. design would cost about \$100,000 and 5,000 sq. ft. design would cost about \$250,000.

Alternative #2: Manhattan Heights Park – (two location options)

Location #1- adjacent to basketball courts, current horseshoe court

Location #2 - north side of community center facing Polliwog Park

Pros: close to schools and Teen Center, already skateboard classes taking place at the site, not immediately adjacent to residences

Cons: funding, smaller area

More linear design with buffers built in for basketball courts and sidewalk. The option for the north side of the building would be more of a skateable art feature. The skateable art feature would be more costly to build.

The consensus is that residents are not ready for anything large so concepts have been developed for 1,500 to 5,000 square foot parks with costs ranging from \$100,000 - \$250,000 to begin with. Mr. Russell stated that initially it would be good to start on a smaller scale and then evaluate whether there is a need or desire for anything additional or bigger.

Steve Nicholson, resident and former Commissioner – stated that he is impressed with the presentation. He stated that the benefits of Manhattan Heights are that it is near the schools and there is staff present but that location would be more attractive if the park were bigger.

He stated that if 2,000 sq.ft. works, it's a great location and that if we need 5,000 s.f. then Marine Ave would be best.

Commissioner Paralusz asked Mr. Nicholson what he would think if both options for Manhattan Heights could be built. He stated that Manhattan Heights would then be the best location. If both options for Manhattan Heights would not work, then Marine Avenue Park would be the best. He thinks it would be appropriate for the Commission to make a recommendation to the City Council. Mr. Russell clarified that having multiple spots has not been ruled out.

Mary Sikonia, resident – Ms. Sikonia would like for the skateboard park to be located in the Begg parking lot. She would like it be part of middle school curriculum to teach skating skills and etiquette. She stated that she didn't think it would back up to residents but the location would allow for an area larger than a spot or dot. The kids need a safe place off the street. Skateboarding is a sport now and should be taught in the schools. When kids are out in the streets, it's very dangerous for them with traffic and near misses. Ms. Sikonia submitted a petition recommending a skateboard park at the Begg parking lot, signed by over 620 people. She attended a school board meeting to present her idea and will go back to deliver her petition.

Commissioner Allard thanked Ms. Sekonia for her input and efforts to gather all the signatures. He stated that the City Council directive was to exclude all locations in Polliwog Park so it would be best for the City Council to see the petitions. Ms. Sekonia stated that she had heard that the location was excluded because some residents had gotten together and presented a petition and so maybe another petition may result in reevaluating the location.

Commissioner Paralusz thanked Mr. Russell for his presentation and inquired if Northrup Grumman and Manhattan Beach Studios had provided any input regarding the Marina Avenue Park location. She stated that a significant amount of the parking would be affected by Northrup Grumman fencing off the parking lot. Director Leyman replied that the Studios, Northrup Grumman and Adventureplex were noticed along with the public and that the City is aware of the parking issues. Commissioner Paralusz stated that the Manhattan Heights location is a no brainer because kids are already using the sidewalk and and a skate park would make it safer. Commissioner Paralusz applauded Mrs. Sekonia and stated that just because Begg is off the table now, does not mean it would be off the table later. She recommends going with the Manhattan Heights location; option 1 if there could be only one but both options, if possible.

Commissioner Enomoto stated that having it near the Teen Center would be the best because kids are already there and it can be scaleable. The project can start with a small spot now and then add another spot later.

Commissioner Paralusz stated the skate park may benefit the Teen Center in that more kids will be aware of the Teen Center as a result of using the skate park.

Commissioner Jones is leaning toward Manhattan Heights. She is concerned about the drivers on Manhattan Beach Blvd. trying to look at the people at the park. Mr. Russell stated there are things that can be done so that the park is not such a distraction for drivers.

Commissioner Manna stated he likes the Marine Avenue Park area because that is where the largest option could be. He stated that the visibility issue is a concern. He stated that he visited a number of skate parks and the skaters were very polite and self policing. He

added that the main hurdle is to get kids who are skating illegally to go to this safe place so the location is important. The success of the park will depend on the skaters using it and showing the city that it is a good thing. This project will need the support of skaters and their families.

Commissioner Allen stated that in his conversations, the important thing is the features and that if the features are there, they will find a way to get there. So the bigger and better it is, the more and longer it will be used.

Commissioner Allard asked the audience to attend the City Council meeting and encourage your friends to come as well. Commissioner Allard inquired about private property locations. Mr. Russell stated that they were not able to develop any concepts for the mall property because their plans are not fully developed. Commissioner Allard inquired about available funds from the Public Arts Trust fund. Director Leyman stated that it is up to the City Council to consider but there are funds that may be available.

Commissioner Manna stated that if you don't put a skate park in your city, your whole City is a skate park. It is important to get a footprint down.

Commissioner Allard stated that the City Council gave permission to have the Salute To the Troops on July 3rd, 2016. Discussion will be held at the next meeting due to the absence of Commissioner Rothans.

Commissioner Allard stated that the City Council has approved discussion of the sunscreen dispensers. Mayor Burton recommended that a health related company be involved in the sponsorship. Commissioner Paralusz commented that more dispensers should be proposed at Polliwog Park and less on the Strand. People going to the beach are more likely to have sunscreen with them whereas, people at the park might be less likely to have sunscreen with them. Commissioner Allard stated the Commission will make recommendations but the number and locations will be at the discretion of the City Council.

Commissioner Paralusz recommended dermatologist, Dr. Ablon as a potential sponsor. Commissioner Jones stated that Beach Cities Health District expressed interest but their involvement may need to be different from their micro loans. Director Leyman stated that the key is developing all potential options for presentation to the City Council.

Commissioner Jones asked if outreach could be done on City letterhead. Director Leyman stated that staff could assist. Commissioner Jones asked if the City were to install the dispensers, what would be the budgetary amount. Director Leyman stated that Public Works could do cost estimates for installation and labor costs for replenishment.

Commissioner Paralusz asked if are local statistics available on how much skin cancer is in the local population. Commissioner Jones stated that Beach Cities Health District may have that information. Commissioner Jones stated that Miami replenishes their dispensers twice a week.

H. **COMMISSION ITEMS**

Commissioner Allard was invited to be on the Veteran's Day committee. The mayor has asked for Commissioners to help distribute challenge coins at the event. There will be a concert in Joslyn Center after the ceremony.

Commissioner Paralusz wanted to commend staff on a wonderful Pumpkin race event. Commissioner Manna stated he is on the CAPRCBM, he would like to submit the Salute to the Troops for an award. Commissioner Paralusz also suggested submitting the Pumpkin Race. Director Leyman stated that there will also be a discussion on events to submit for CPRS.

Commissioner Manna announced that while he was in New York he witnessed a Zombie

Walk.

I. **STAFF ITEMS** – Director Leyman gave the following updates:

Halloween Carnival will be on October 31st .

J. **ADJOURNMENT**

Commissioner Paralusz moved to adjourn. Commissioner Jones seconded the motion. The motion passed. The meeting was adjourned at 08:03 p.m.

Ayes: Commissioners Allard, Allen, Manna, Allen, Paralusz, Jones and Enomoto

Nays: None

Abstain: None

Absent: Commissioner Rothans