

CITY OF MANHATTAN BEACH

DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: Parking and Public Improvements Commission

FROM: Erik Zandvliet, T.E., City Traffic Engineer

DATE: April 28, 2016

SUBJECT: Consider Additional Downtown Valet Stations, Revised Valet Hours and Rates

BACKGROUND:

The Downtown Valet Parking Program (Program) has been in operation for approximately 16 years. The Program was initiated in 1999 soon after the Downtown Business Improvement District was formed. Several valet drop-off locations have been used, however not more than three locations have been active at any one time. Various modifications have been made to the Program through a series of Coastal Development Permits and agreement terms. A summary of the Program's history is attached as Exhibit 1.

The 2008 Downtown Parking Management Plan supported the continued use of a valet to maximize the utilization of private parking spaces. The Plan recommended all-day valet service for restaurants, subject to private parking availability.

In Spring 2015, the Urban Land Institute's (ULI) Advisory Services assembled a professional panel to conduct an comprehensive assessment of Downtown to help the City formulate a strategic vision for the next 20 years. One of the ULI Report's recommendations is to expand the valet hours and days, as well as to add valet drop-off locations, particularly near restaurants of a certain size, to benefit all residents, visitors and customers.

On June 1, 2015, the Downtown Business and Professional Association (DBPA) requested approval of two additional valet drop-off locations and expansion of the valet operating hours. On June 11, 2015, the Parking and Public Improvements Commission (PPIC) discussed the DBPA's request, heard testimony from several businesses, and voted to recommend that the proposed expansion plan be approved by City Council.

On July 7, 2016, the City Council held a public hearing and discussed the proposed valet changes. The City Council adopted Resolution No. 15-0045, approving Coastal Development Permit (CDP) No. 15-20 for the addition of two valet stations, expanded hours and \$11 valet fee (Exhibit 2). This local permit was appealed on July 31, 2015, to the California Coastal Commission (CCC). Pursuant to the appeal, the 2015 revisions were placed on hold pending a resolution/approval from the CCC.

In December 2015, the DBPA and local businesses discussed possible alternate valet locations and valet operations with City staff in order to address the appellant's concerns and ensure compliance with the Local Coastal Program. A new 2016 valet operation plan has been

developed for PPIC and City Council consideration and approval, which will then be forwarded to the CCC at an upcoming appeal hearing.

DISCUSSION:

The Downtown Valet Parking Program has been in operation for approximately 16 years. There is a joint agreement between the City, DBPA and the valet operator which establishes the terms, conditions and responsibilities to operate a valet operation on City streets. The DBPA contracts with Crimson Parking, Inc., separately to provide the valet parking services. The current Valet Parking Agreement is attached as Exhibit 3. The valet company, in turn, contracts with the private parking lot owner for the use of the parking lots. The Downtown Valet Parking Program operates in compliance with the Local Coastal Plan pursuant to Coastal Development Permits (# CA99-17, CA99-41, CA99-41A, and CA01-48).

Over the years, the number of valet drop-off locations has ranged from two to three locations, with a maximum of 16 metered street spaces displaced during valet operations. The valet operator has an agreement to park in the Sketchers Office Building (approximately 120 spaces) during evenings and weekends, and currently uses two approved valet stations at the following locations:

- A. East side of Manhattan Avenue between Center Place and 12th Street (5 spaces), and
- B. West side of Manhattan Avenue between 10th Street and 10th Place (5 spaces)

The 2015 proposed valet plan would have added two valet stations at the following locations:

- North side of Manhattan Beach Boulevard between Ocean Drive and Manhattan Avenue (4 spaces)
- West side of Manhattan Avenue between 9th Street and 9th Place (4 spaces)

The 2016 valet plan proposes two different locations to be added to the existing stations at the following locations:

- C. West side of Ocean Drive between Manhattan Beach Boulevard and Center Place (0 spaces)
- D. East side of Manhattan Avenue between 9th Street and 9th Place (5 spaces)

The existing and 2016 proposed valet station locations are detailed in Exhibits 4 and 5.

2016 Valet Operation Proposal

Exhibit 6 provides a comparison of the 2015 and 2016 proposed valet operation plans. The 2016 proposal would add two valet stations, occupying a total of 5 additional street spaces. The proposed hours would be Tuesday through Friday from 6pm to Midnight, and Saturday through Sunday from 11am to Midnight. The valet charge would be a \$10 flat fee. The valet operator would be required to secure additional private parking spaces to compensate for the use of 4 additional street spaces, in order to maintain a reasonable private-to-public street space parking ratio. Additional terms would be included in the valet operation agreement to address traffic safety concerns. The 2016 changes are intended to address appellant and Coastal Commission concerns regarding public access, pricing, traffic safety, and other issues raised in the July 31, 2015 appeal. (Exhibit 7)

Both proposed locations are within the Coastal Zone. Location C (Ocean Drive) is within the appealable area of the Coastal Zone, while Location D (Pages) is within the non-appealable area. Therefore, the City Council would need to pass a resolution approving a CDP for the additional valet drop-off locations, revised hours, and fee. The new CDP would also supersede the current CDP's for the existing valet locations and terms.

The City Traffic Engineer is generally supportive of valet service in Downtown, since it leverages underutilized private parking spaces for use by the general public. It provides some relief for the public parking lots and street spaces by increasing the overall parking supply available to the public. The private parking lots are typically not used during the proposed valet hours, so parking is not displaced. The current policy to prohibit preferential use of the valet by certain businesses or patrons should be maintained in order to provide equal access by the public in the Coastal Zone.

The Traffic Engineer has analyzed both proposed locations for circulation and traffic safety. At Location C (The Strand House), Ocean Drive should be widened along the west side to provide a dedicated area to load or unload without impacting two-way traffic. This location would accommodate up to 4 vehicles. However, the Traffic Engineer believes queuing onto Ocean Drive is likely during peak periods and seasons, due to the location's proximity to the beach and popular restaurants. Also, there are residences along Center Place and Ocean Drive close to the proposed valet station and route that would operate until midnight six nights a week. Since the station would circulate in the southbound direction, additional signage would be needed to minimize traffic intrusion into the residential neighborhood and prevent valet patrons from trying to enter from Manhattan Beach Boulevard.

Location D (Pages Bookstore) on the east side of Manhattan Avenue north of 9th Street would operate similarly to the two existing valet stations. Five diagonal parking spaces would be used by the valet during evenings and weekends. This station would provide sufficient space for customers to enter/exit their vehicles without affecting traffic lanes. This location was previously approved by the City Council in 1999, but never used, therefore, the approval expired one year later.

At all valet stations, it would be imperative to maintain strict controls on the valet operator so that waiting vehicles are not queued into travel lanes, double parked, or parked in the valet station for extended periods. The valet operator must provide sufficient personnel at all times to move the vehicles efficiently. Enforcement and penalties would be needed to ensure compliance with the valet operation terms and conditions.

In preparation for this Commission's public meeting, Staff has invited participation from a variety of stakeholders through various methods, including:

- Mailed notices to adjacent property owners, businesses and residents;
- Notices sent to Downtown Business and Professional Association (DBPA);
- Special Meeting Notices posted in approved locations; and
- City Website Announcement.

RECOMMENDATION:

It is recommended that the Commission discuss the advantages and disadvantages of the proposed changes to the Downtown Valet Parking Program, and provide comments to be forwarded to the City Council at an upcoming public hearing.

Exhibits

1. Chronology of Downtown Valet Parking Program
2. Resolution No. 15-0045
3. Valet Parking Agreement
4. Existing and Proposed Valet Stations Map
5. Existing and Proposed Valet Station Sketches
6. Table of Proposed Valet Parking Program Changes
7. Proposed Project Revisions
8. Valet Station Photos
9. Public Correspondence

Exhibit 1
CHRONOLOGY OF DOWNTOWN VALET PARKING PROGRAM
1999 TO 2015

DATE	DOCUMENT	DESCRIPTION	LOCATIONS	HOURS
May 18, 1999	Coastal Dev. Permit CA 99-17	City Council established valet program at two locations. A third location was not approved.	North side of Manhattan Beach Bl. east of Morningside Dr. East side of Manhattan Ave. between Center Dr. and 12 th St.(A)	Thurs-Fri 6pm-12MN Sat-Sun 11am-12MN
October 28, 1999	PPIC Recommendation	PPIC considered DBPA Request for additional location	<u>West</u> side of Manhattan Ave. between 10 th St. and 11 th St. (B) (Or west side of Manhattan Ave. between 8 th Pl. and 9 th St.)	Tues-Fri 6pm-12MN Sat-Sun 11am-12MN
November 16, 1999	Coastal Dev. Permit CA 99-41	City Council approved new valet location in appealable area.	<u>West</u> side of Manhattan Ave. between 10 th St. and 11 th St. (B) (Or west side of Manhattan Ave. between 8 th Pl. and 9 th St.)	Tues-Fri 6pm-12MN Sat-Sun 11am-12MN
	Coastal Dev. Permit CA 99-41A	City Council approved new valet location in Non-appealable area. (Expired)	<u>East</u> side of Manhattan Ave. between 8 th St. and 9 th St. (Or east side of Manhattan Ave. between 9 th St. and 10 th St.)	Tues-Fri 6pm-12MN Sat-Sun 11am-12MN
April 13, 2000	Final Decision	California Coastal Commission (CCC) considered an appeal of Permit No. CA99-41	<u>West</u> side of Manhattan Ave. between 10 th St. and 11 th St. (B) East side of Manhattan Ave. between 9th St. and 10th St. (Conditions: Non-preferential rates, Open to general public)	Tues-Fri 6pm-12MN Sat-Sun 11am-12MN
February 7, 2002	PPIC Recommendation	PPIC considered DBPA request to relocate valet location	North side of Manhattan Beach Bl. east of Morningside Dr. westerly to between Highland Ave. and Morningside Dr.	Thurs-Fri 6pm-12MN Sat-Sun 11am-12MN
April 2, 2002	Resolution No. 5737, CA01-48	City Council approved DBPA request to relocate valet location	North side of Manhattan Beach Bl. east of Morningside Dr. westerly to between Highland Ave. and Morningside Dr.	Thurs-Fri 6pm-12MN Sat-Sun 11am-12MN
April 20, 2004	City Council Approval	City Council reviewed a 2004-2005 Work Plan item for Downtown Valet Program	North side of Manhattan Beach Bl. between Highland Ave. and Morningside Dr.	May-Sept. Thurs-Fri 6pm-12MN Sat-Sun 6pm-12MN
			East side of Manhattan Ave. between Center Dr. and 12 th St. (A)	All Year Thurs-Fri 6pm-12MN Sat-Sun 6pm-12MN
			West side of Manhattan Ave. between 10 th St. and 11 th St. (B)	All Year Tues-Fri 6pm-12MN Sat-Sun 6pm-12MN
October 20, 2013	Parking Agreement	City Manager executed agreement for valet services on City streets	East side of Manhattan Ave. between Center Dr. and 12 th St. (A) <u>West</u> side of Manhattan Ave. between 10 th St. and 11 th St. (B)	All Year Thurs-Sat 6pm-12MN
July 7, 2015	Coastal Dev. Permit CA 15-20	City Council approved 2 new valet locations in appealable area and revised hours. (Appealed)	East side of Manhattan Ave. between Center Dr. and 12 th St. (A)	Mon-Fri 6pm-12 MN Sat 12 NN-12 MN Sun 11am-10pm
			West side of Manhattan Ave. between 10 th St. and 11 th St. (B)	Mon-Fri 6pm-12 MN Sat 12 NN-12 MN
			North side of Manhattan Beach Bl. between Ocean Dr. and Manhattan Ave.	Mon-Fri 6pm-12 MN Sat 12 NN-12 MN Sun 11am-10pm
			West side of Manhattan Ave. between 9th St. and 10th Pl. (D)	Mon-Fri 6pm-12 MN Sat 6pm-12 MN Sun 6pm-10pm

EXHIBIT 2

RESOLUTION NO. 15-0045

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A COASTAL DEVELOPMENT PERMIT FOR MODIFICATIONS TO THE EXISTING VALET PARKING PROGRAM IN THE CITY OF MANHATTAN BEACH (Downtown Business & Professional Association)

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

SECTION 1. The Downtown Business and Professional Association (“Applicant”) has requested a coastal development permit for a modification to the existing valet parking program (“Project”) for the downtown Manhattan Beach area. The Project would establish two valet parking stations: 1) on the north side of the 100 block of Manhattan Beach Boulevard between Ocean Drive and Manhattan Avenue; and 2) on the west side of Manhattan Avenue between 9th Street and 10th Street. The Project will also permit weekday valet service between 6:00 p.m. and 12:00 midnight, Saturday valet service between 12:00 noon and 12:00 midnight, and Sunday valet service between 11:00 a.m. and 10:00 p.m. at all existing and proposed valet locations within Downtown Manhattan Beach. The Parking and Public Improvements Commission reviewed the request on June 11, 2015, and recommended approval to the City Council. The City Council considered the request at a duly noticed public hearing on July 7, 2015.

SECTION 2. The Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Section 15061 (b)(3) which states that, “CEQA only applies to projects which have the potential for causing a significant effect on the environment”. The Project, as presented, simply continues to provide a program to increase the convenience of downtown parking and does not have any potential for significant environmental impact. The Project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

SECTION 3. The Project, as conditioned herein, is in accordance with the objectives and policies of the Manhattan Beach Coastal Program, as follows:

- Policy I.A.2: The City shall encourage, maintain, and implement safe and efficient traffic flow patterns to permit sufficient beach and parking access.
- Policy I.C.1: The City shall maintain and encourage the expansion of commercial district parking facilities necessary to meet demand requirements.

Policy I.C.3: The City shall encourage additional off-street parking to be concentrated for efficiency relative to the parking and traffic system.

Policy I.C.10: Concentrate new parking in the Downtown Commercial District to facilitate joint use opportunities (office and evening/weekend beach parking uses).

SECTION 4. Based upon the foregoing, the City Council hereby approves the proposed Coastal Development Permit for modification of an existing valet parking program, subject to the following conditions:

1. The Project shall be in substantial conformance with the information submitted to, and approved by, the City Council on July 7, 2015. Staff shall resolve any questions of intent or interpretation of any condition. The Applicant may appeal staff determinations to the City Council.
2. The Applicant shall implement the Project in conformance with all provisions and policies of the Certified Manhattan Beach Local Coastal Program (LCP) and all applicable development regulations of the LCP - Implementation Program.
3. The Applicant shall pay all required filing fees pursuant to Public Resources Code section 21089(b) and Fish and Game Code section 711.4(c). The Project is not operative until all required filing fees are paid.
4. As a condition of approval of this Project, the Applicant shall defend, indemnify, and hold the City, its elected officials, officers, employees, volunteers, agents, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless from and against any and all claims (including, without limitation, claims for bodily injury, death, or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, attorneys' fees, consequential damages, disbursements, and court costs) of every kind and nature whatsoever (individually, a "Claim," collectively, "Claims"), in any manner arising out of or incident to this approval and related entitlements. The Applicant shall pay and satisfy any judgment, award or decree that may be rendered against the City or the other Indemnitees in any such suit, action, or other legal proceeding arising out of or incident to this approval, any construction related to this approval, or the use of the property that is the subject of this approval. The City shall have the right to select counsel of its choice. The Applicant shall reimburse the City, and the other Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event such a legal action is filed challenging the City's determinations herein or the issuance of the permit, the City shall estimate its

expenses for the litigation. The Applicant shall deposit said amount with the City or enter into an agreement with the City to pay such expenses as they become due.

SECTION 5. Pursuant to Government Code Section 65907 and Code of Civil Procedure Section 1094.6, any action or proceeding to attack, review, set aside, void or annul this decision, or concerning any of the proceedings, acts, or determinations taken, done or made prior to such decision or to determine the reasonableness, legality or validity of any condition attached to this decision shall not be maintained by any person unless the action or proceeding is commenced within 90 days of the date of this Resolution and the City Council is served within 120 days of the date of this Resolution.

The City Clerk shall send a certified copy of this Resolution to the Applicant, and if any, the appellant at the address of said person set forth in the record of the proceedings and such mailing shall constitute the notice required by Code of Civil Procedure Section 1094.6.

SECTION 6. This Resolution constitutes the Coastal Development Permit for the Project and shall take effect immediately. The Project may not be implemented until all time limits for appeal set forth in the Manhattan Beach Local Coastal Program - Implementation Program Section A.96.160 have expired; and, following the subsequent Coastal Commission appeal period (if applicable) which is ten working days following notification of final local action.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED July 7, 2015.

Ayes: Lesser, Howorth, Powell, D'Errico and Mayor Burton.
Noes: None.
Absent: None.
Abstain: None.



MARK BURTON
Mayor, City of Manhattan Beach

ATTEST:




City Clerk

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

I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing resolution, being Resolution No. 15-0045 duly and regularly introduced before and adopted by the City Council of said City at a regular meeting of said Council, duly and regularly held on the 7th day of July 2015 and that the same was so passed and adopted by the following vote, to wit:

Ayes: Lesser, Howorth, Powell, D'Errico and Mayor Burton
Noes: None.
Absent: None
Abstain: None.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 14th day of July 2015



City Clerk of the City of
Manhattan Beach, California

(SEAL)

VALET PARKING AGREEMENT

THIS AGREEMENT is made this 30th day of November, 2015 between the CITY OF MANHATTAN BEACH, a municipal corporation, ("City"), the DOWNTOWN MANHATTAN BEACH BUSINESS & PROFESSIONAL ASSOCIATION, a California corporation ("Association"), and CRIMSON PARKING INC., a California corporation ("Operator").

RECITALS

- A. City is a public entity and the owner of certain right of way property in the downtown district of Manhattan Beach;
- B. Association seeks to obtain a public valet parking service that would use the public right of way for pick-up, drop-off and movement of the vehicles to be parked;
- C. Operator is engaged in the business of providing valet parking services;
- D. Association has selected Operator to operate the valet parking service; and
- E. The parties mutually desire to enter into an agreement by which, for adequate consideration payable to City and Association, Operator is given a revocable license to use the public right of way to operate its valet parking business;

NOW, THEREFORE, City, Association and Operator agree as follows:

1. License Granted

For the consideration provided for herein, and subject to the terms and conditions of this Agreement, City hereby grants to Operator a revocable, non-exclusive license as follows:

- (a) To use the public right of way to conduct a valet parking business which entails moving cars to and from pick-up/drop-off points and parking spaces (the "Downtown Valet Parking Program"); and
- (b) To establish valet stations to be operated in accordance with the Valet Parking Operation Plan attached hereto as Exhibit A and incorporated herein by this reference (the "Operation Plan").

2. Operation of the Downtown Valet Parking Program

- (a) Operator shall operate the Downtown Valet Parking Program, including the valet stations, in accordance with Coastal Development Permit CA 99-17, approved by the City Council on May 4, 1999, and Coastal Permit CA-99-41, approved by the California Coastal Commission on April 13, 2000, as they now exist or may subsequently be amended, and in accordance with any successor coastal permits applicable to the Downtown Valet Parking Program.
- (b) Operator shall comply with all terms and conditions set forth in the Valet Parking Operation Plan.

(c) Association hereby acknowledges that Operator has or will enter into agreements (the "Private Parking Agreements") with SKECHERS USA for the use of certain private parking facilities in connection with the Downtown Valet Parking Program. As a condition of this Agreement, Operator agrees to provide Association true and correct copies of the Private Parking Agreements. This provision shall also apply to any Private Parking Agreement into which Operator enters with a party other than SKECHERS USA.

(d) Operator, at its own cost and expense, will employ, train, and supervise all persons reasonably necessary to carry out all obligations, responsibilities and duties assumed by it pursuant to this Agreement. Operator further agrees that for all personnel who perform the services as a valet pursuant to this Agreement, such persons will be uniformed in a manner satisfactory to Association and shall refrain from smoking while on duty.

(e) Operator will maintain in good condition all valet stations identified in Exhibit A and keep such stations free of debris.

(f) Operator will place directional and informational valet parking signage at each of the stations identified in Exhibit A and will properly maintain such signage. All signage must first be pre-approved by Association before placement at the stations.

(g) Operator shall maintain all books and records in accordance with generally accepted accounting practices. Association and City shall have the right to inspect all books and records maintained by Operator as to the revenue it receives from the services it provides under this Agreement

(h) Operator will obtain all necessary City, state, and governmental licenses and approvals of any kind or character required for it to provide the services provided by this Agreement, and further agrees to provide copies of such licenses and approvals to Association within ten (10) days of Association's request for the same.

(i) Operator agrees to abide by any rules or conditions subsequently imposed by City, the California Coastal Commission and other authorized agencies as to the manner in which the Downtown Valet Parking Program is to be operated of which Operator has received written notice from Association or City. It is hereby agreed by Operator that any such rules or conditions that are subsequently imposed by City, the California Coastal Commission or other authorized agencies as to the operation of the Downtown Valet Parking Program shall become part of this Agreement.

(j) Operator shall be permitted to charge for valet services provided in accordance with the rate schedule mutually agreed upon by Association and Operator. The initial rate will be a flat fee of \$9.00 per vehicle. Any changes to the rate must first be approved by City in writing.

3. Insurance

(a) Operator agrees to maintain the following types of insurance coverage and limits provided below:

(1) **Commercial General Liability Insurance:** A policy for occurrence coverage, including all coverage's provided by and to the extent afforded by insurance services office form CG0001 ed. 11/88 or 11/85, with no special limitations affecting Association. The limit for all coverage's under this policy shall be no less than \$2,000,000 per occurrence, and a general aggregate limit of Four Million Dollars (\$4,000,000). Association and City of Manhattan Beach, their employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide Association and City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk-financing program maintained by Association. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed by Operator under this Agreement. Operator further agrees to submit to City an endorsement form executed by the applicable insurance underwriters and in a form approved by City's Risk Manager.

(2) **Commercial Auto Liability Insurance:** A policy including all coverage's provided by and to the extent afforded by Insurance Services Office Form CA0001, ed. 12/93, including Symbol 1 (any auto) no special limitations affecting Association, with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. Association and City of Manhattan Beach, their employees, officials and agents, shall be added as additional insured's by endorsement to the policy. The insurer shall agree to provide Association with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk-financing program maintained by Association. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed by Operator under this Agreement. Operator further agrees to submit to City an endorsement form executed by the applicable insurance underwriters and in a form approved by City's Risk Manager.

(3) **Workers' Compensation:** A policy, which meets all statutory benefit requirements of the Labor Code, or other applicable law of the State of California. The minimum coverage limits for said insurance shall be no less than One Million Dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of Association and the waiver of City of Manhattan Beach.

(4) **Garage Liability:** A policy with a limit not less than \$1,000,000 per incident insuring against loss from fire, theft, explosion or collision. This policy shall include Garage keeper's coverage.

(5) **Proof of Insurance:** Prior to the exercise of the license granted by this Agreement, Operator shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 3. The endorsements are subject to City's approval. Operator may provide complete, certified copies of all required insurance policies to City. Operator shall maintain current endorsements on file with City's Risk Manager. Operator shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been

renewed or replaced with other policies providing at least the same coverage. Operator shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

(6) **Other:** The procuring of such required policies of insurance by Operator shall not be construed to limit Operator's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against Association or City for payments of premiums or other amounts with respect thereto. Any deductibles or self-insured retentions must be declared to and approved by City. Any deductible exceeding any amount acceptable to City shall be subject to the following changes:

(i) Either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to Association and City, their employees, officials and agents (with additional premium, if any, to be paid by Operator); or

(ii) Operator shall provide satisfactory financial guaranty for payment of losses and relative investigations, claim administration, and defense expenses to City.

(b) Operator agrees to not engage in any act(s), which may result in a cancellation of the insurance coverage's provided above.

4. Compensation

In consideration for the rights granted to it under this Agreement, Operator agrees to pay to City the equivalent of the current metered charge for each public parking space occupied by valet operation at such times as the public would otherwise be charged for the same parking space. Operator agrees to pay the total equivalent metered charge amount of all occupied spaces at all valet stations on a monthly basis as calculated by City, based on actual parking meter rates and/or enforcement times. Operator shall maintain a minimum of three months advance deposit in equivalent metered charges from which City may deduct payment for overdue invoices or damage to City property. A ten percent (10%) penalty per month penalty will be charged for all invoices greater than thirty (30) days past due.

5. Ownership

This Agreement conveys no ownership interest to Association or Operator. City shall retain ownership of the licensed property. City is free to license, assign, sell or otherwise dispose of its rights in said property.

6. Association's Obligations

Association shall serve as a liaison between Operator and City to ensure Operator's compliance with the provisions of this Agreement, including the Valet Parking Operations Plan.

7. Term and Termination

This Agreement shall be for a term of one year beginning on November 5, 2015 and ending at 12:00 midnight on October 31, 2016, unless sooner terminated by City or Association.

(a) Operator's failure to comply with any of the terms and conditions of this Agreement shall be cause for City to immediately terminate this Agreement. Upon the occurrence of such default by Operator, City may, at its option, grant to Operator a ten (10) day period within which to cure such default. Should this option to cure be granted to Operator by City, whether the default has been cured shall be left to the sole determination and discretion of City.

(b) Any of the parties may terminate this Agreement for any reason or no reason upon providing the other parties with thirty (30) days' written notice of the same.

8. Independent Contractor

Operator agrees that it is an independent contractor and that it is solely responsible for any and all City, State and Federal tax withholdings for any and all monies it receives in its performance of its obligations under this Agreement and agrees to fully indemnify and hold harmless City and Association as to any claims made by any municipal, state and federal agencies concerning tax withholdings. It is further understood by Operator that this Agreement does not create a joint venture, partnership or similar relationship between it and City or Association.

9. Notice

A notice, demand, request, consent, approval or communication that any party is required to give the other or to any other person or entity pursuant to this Agreement shall be in writing, and either served personally or sent by registered or certified U.S. Mail, Return Receipt Requested at the following addresses:

- (a) As to Association, the notice shall be addressed to:

The Downtown Manhattan Beach Business & Professional Association
Attn: Kelly Stroman, Executive Director
P.O. Box 3298
Manhattan Beach, CA 90266

- (b) As to Operator, the notice shall be addressed to:

Crimson Parking, Inc.
5663 Balboa Avenue, #456
San Diego, CA 92111

- (c) As to City, the notice shall be addressed to:

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
Attn: City Manager

(With a copy to):

City Attorney

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

(d) Should the mailing address of one of the parties change, such party must notify the others of the same in writing within ten (10) days of the date of the address change.

(e) All required notices issued pursuant to this Agreement shall be presumed communicated within forty-eight (48) hours from the date of deposit in the U.S. Mail, except for those occurrences where notices have been personally served with a verified proof of service form evidencing such service.

10. Authorization to Execute

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

11. Indemnification

(a) Operator agrees to indemnify, defend and hold harmless City and its elective or appointed boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses or damages of any nature, including, but not limited to, attorneys' fees arising out of, or in any way connected with Operator's, or its agents', officers', employees', subcontractors' or independent contractors' performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of City, as determined by final arbitration or court decision or by the agreement of the Parties. Operator shall defend City, with counsel of City's choice, at Operator's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Operator shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of any such insurance do not act as a limitation upon the amount of indemnification to be provided by Operator. All duties of Operator under this Section shall survive termination of this Agreement.

(b) Operator agrees to indemnify, defend and hold harmless Association and its appointed boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses or damages of any nature, including, but not limited to, attorneys' fees arising out of, or in any way connected with Operator's, or its agents', officers', employees', subcontractors' or independent contractors' performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of Association, as determined by final arbitration or court decision or by the agreement of the Parties. Operator shall defend Association, with counsel of Association's choice, at Operator's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Association. Operator shall reimburse Association for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of any such insurance do not act as a limitation upon the

amount of indemnification to be provided by Operator. All duties of Operator under this Section shall survive termination of this Agreement.

12. Assignment

This Agreement is personal to Operator and may not be assigned to any other person or party without City and Association's express written consent, which may be withheld for any reason.

13. California Law

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

14. Miscellaneous

(a) Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior understanding or written or oral agreement(s) between the parties relating to the subject matter hereof. This Agreement may not be modified or any provision waived except by a written instrument signed by a duly authorized officer or representative of each of the parties hereto. No oral explanation or oral information by either of the parties hereto will alter the meaning or interpretation of this Agreement.

(b) City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Operator.

(c) No Waiver; Severability. Failure of either party to enforce at any time during the term of this Agreement any provision hereof shall in no way be construed to be a waiver of such provision nor in any way effect the validity of this Agreement. In the event that any provision of this Agreement shall be deemed to be unenforceable by any arbitrator or court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

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

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

(f) Headings. Headings to paragraphs of this Agreement are for convenience of reference only, and shall not be construed to alter or affect the meaning of any provision of this Agreement.

[signatures begin on next page]

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

City of Manhattan Beach ("City")

Downtown Manhattan Beach Business & Professional Association ("Association")

By: Mark Danaj
Mark Danaj, City Manager

By: Kelly Stroman
Its: _____

ATTEST:

Liza Tamura 11-30-15
Liza Tamura, City Clerk

Crimson Parking, Inc. ("Operator")

APPROVED AS TO FORM:

By: Kevin Cochran
Its: _____

Quinn M. Barrow
Quinn M. Barrow, City Attorney

EXHIBIT A
DOWNTOWN MANHATTAN BEACH
VALET PARKING OPERATIONS PLAN

Valet service in Downtown Manhattan Beach shall be operated in accordance with the following terms and conditions:

Valet Operator

1. The valet operator shall obtain and maintain all necessary City, State and Governmental licenses and permits in conjunction with the services provided by this Agreement. Copies of such licenses and permits shall be provided to the Downtown Business and Professionals Association or City within three (3) days of request for the same.
2. Valet operator, at its own cost and expense, will employ, train, and supervise all persons reasonably necessary to carry out all obligations, responsibilities and duties assumed by it pursuant to this Agreement.
3. All valet attendants shall be uniformed in a manner satisfactory to the Downtown Business and Professionals Association and shall be prohibited from smoking within the City limits.
4. Valet operator shall maintain all insurance coverage and limits as specified in the Valet Parking Agreement.

Valet Stations

5. Valet stations are permitted at the following locations and hours:

LOCATION	# SPACES	DAYS	HOURS
East side of Manhattan Avenue between Center Place and 12th Street	5	Thursday-Friday	6pm – Midnight
		Saturday	11am – Midnight
		Sunday	11am – Midnight
West Side of Manhattan Avenue between 10th Place and 11th Street	5	Tuesday-Friday	6pm – Midnight
		Saturday	11am – Midnight
		Sunday	11 am – Midnight

6. Vehicle drop-off operation shall be parallel to the curb.
7. Passenger loading and unloading shall not occur in travel lanes.
8. Valet operator shall post City-approved signs at least one hour prior to beginning of valet service at each valet station to inform vehicle owners of pending valet parking restrictions.
9. City shall install parking signs and/or electronic notification on parking meters at valet locations for enforcement of valet parking restrictions.
10. Valet service is permitted to operate all year during the approved days and times, except when prohibited by City in writing.
11. Valet stations shall be maintained in good condition and free of debris or trash during valet operation.

Valet Parking

12. Valet parking shall be available and offered to the public without bias towards any user or business.
13. The valet operator shall maintain private parking agreements with owners of all private parking facilities used by the valet service. Copies of said agreements shall be provided to the Downtown Business and Professionals Association.
14. Vehicles shall be parked in private parking facilities serving businesses that are not open during the valet operating hours including, but not limited to Sketchers Office Building, located at 228 Manhattan Beach Boulevard, and Chase Bank, located at 201 Manhattan Avenue.

15. A minimum of 120 private parking spaces shall be available during valet service hours. The City may require valet operator to acquire additional private parking spaces if parking capacity is exceeded on a recurring basis.
16. Vehicles must be taken to one of the vehicle storage locations immediately after drop-off.
17. Valeted cars shall not be parked or stored in any public parking spaces or within the valet stations.
18. Vehicles cannot be parked, cued or stopped where prohibited by law, such as in red zones.
19. Vehicles shall not be double parked within the valet station at any time.
20. Any 24-Minute parking space in a valet station must remain available to the general public during valet operations during business hours of the adjacent business.
21. Valet attendants shall not make U-turns on City streets when transporting vehicles.
22. When private parking facilities are full, "Lot Full" signs shall be used, and customers directed to public parking facilities.
23. Valeted vehicles remaining at private parking facilities after midnight shall be moved to Public Parking Lot 3 (Top Level), with keys being left at The Kettle (1138 Highland Ave) for pickup.

Valet Service Charge and Parking Meter Reimbursement

24. The valet service charge shall be a flat fee of \$9 per vehicle. Any changes to the rate shall be approved by the City and Downtown Business and Professionals Association in writing.
25. Operator shall pay the City the equivalent of the current metered charge for each public parking space occupied by the valet stations at such times as the public would otherwise be charged for the same parking space.
26. Operator shall pay the total equivalent metered charge amount of all parking spaces occupied by all valet stations on a monthly basis as calculated by the City, based on actual parking meter rates and enforcement times.
27. Operator shall maintain a minimum of three months advance deposit in equivalent metered charges from which the City may deduct payment for overdue invoices or damage to City property. A ten percent (10%) penalty per month penalty will be charged for all invoices greater than 30 days past due.
28. Reimbursement of meter charges shall not be applicable on those days that the City prohibits valet operation, including special events in which the streets adjacent to a valet station are closed.
29. Reimbursement of meter charges shall not be applicable when meters are covered (free parking) during the holiday season.

Additional Terms and Conditions

30. Operator agrees to abide by any subsequent rules imposed by City or Downtown Business and Professionals Association in writing. Said rules shall become part of this Agreement and subject to all other terms and conditions provided herein.
31. The Manhattan Beach Police Department and Parking Enforcement Officers reserve the right to suspend the valet parking service at any time for public safety and traffic congestion. Re-opening of a station will be at the sole discretion of the officer.
32. Any request for valet service on days or times not specified above shall be made in writing at least two (2) working days prior to the proposed valet service to the City. Failure to obtain approval may result in immediate termination of the valet service during those times and other penalties as deemed appropriate by the City.



Proposed (Location C)



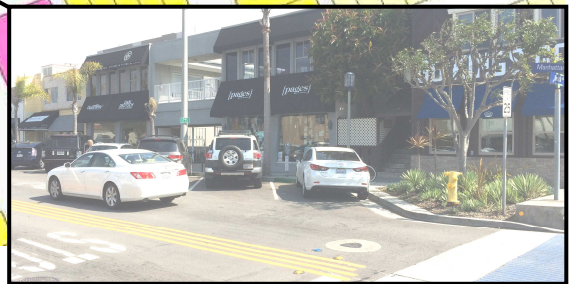
Existing (Location A)

Legend:

- Proposed Valet Location
- Existing Valet Location
- Valet Parking Areas



Existing (Location B)



Proposed (Location D)



City of Manhattan Beach
Community Development
Traffic Engineering Division

Exhibit 4
Existing and Proposed Valet Locations 2016
Downtown Manhattan Beach

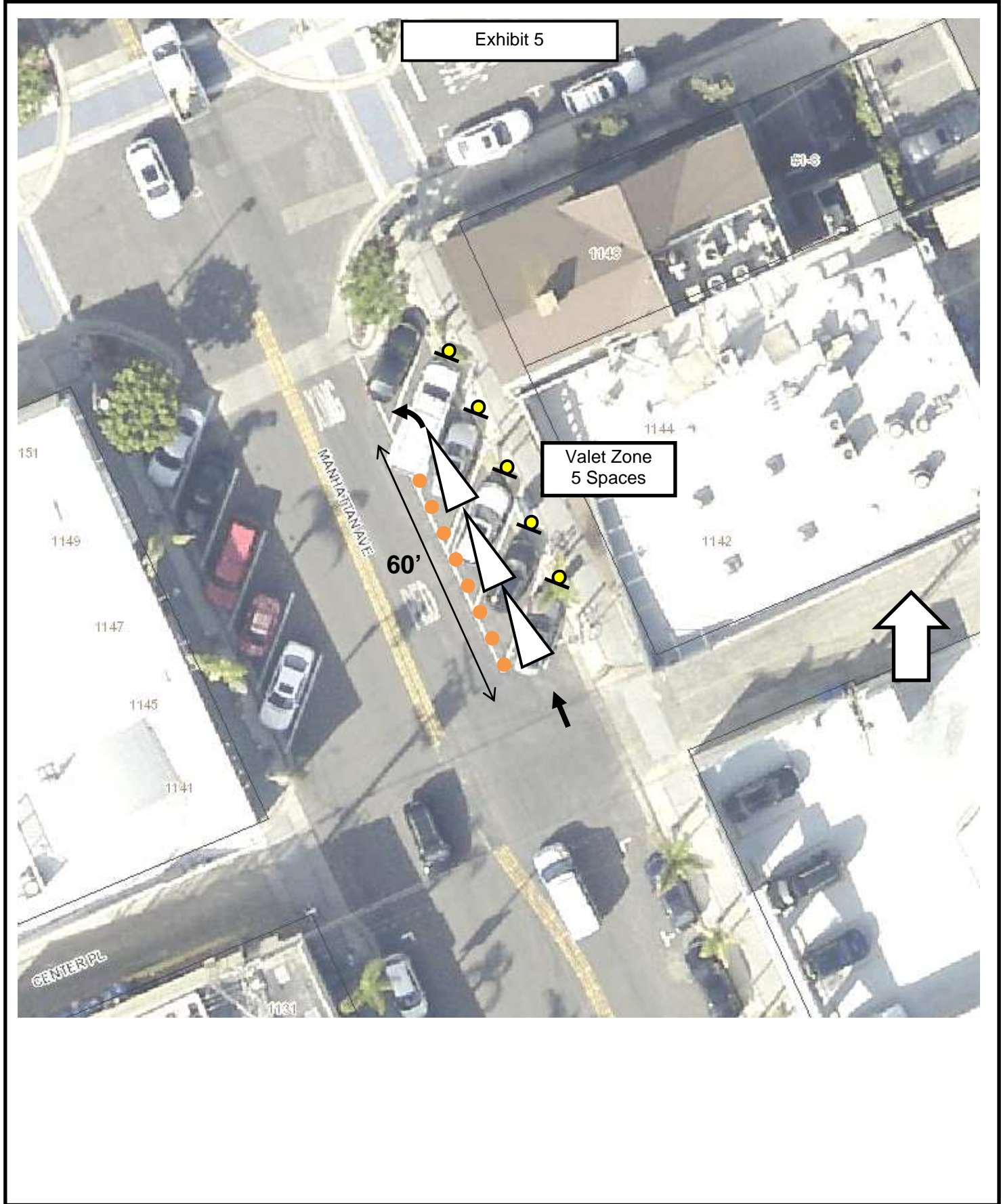


Exhibit 5

Valet Zone
5 Spaces

60'

Existing Valet Loading Zone
Manhattan Avenue
Between Center Place and 12th Street



City of Manhattan Beach
Community Development
Traffic Engineering Division

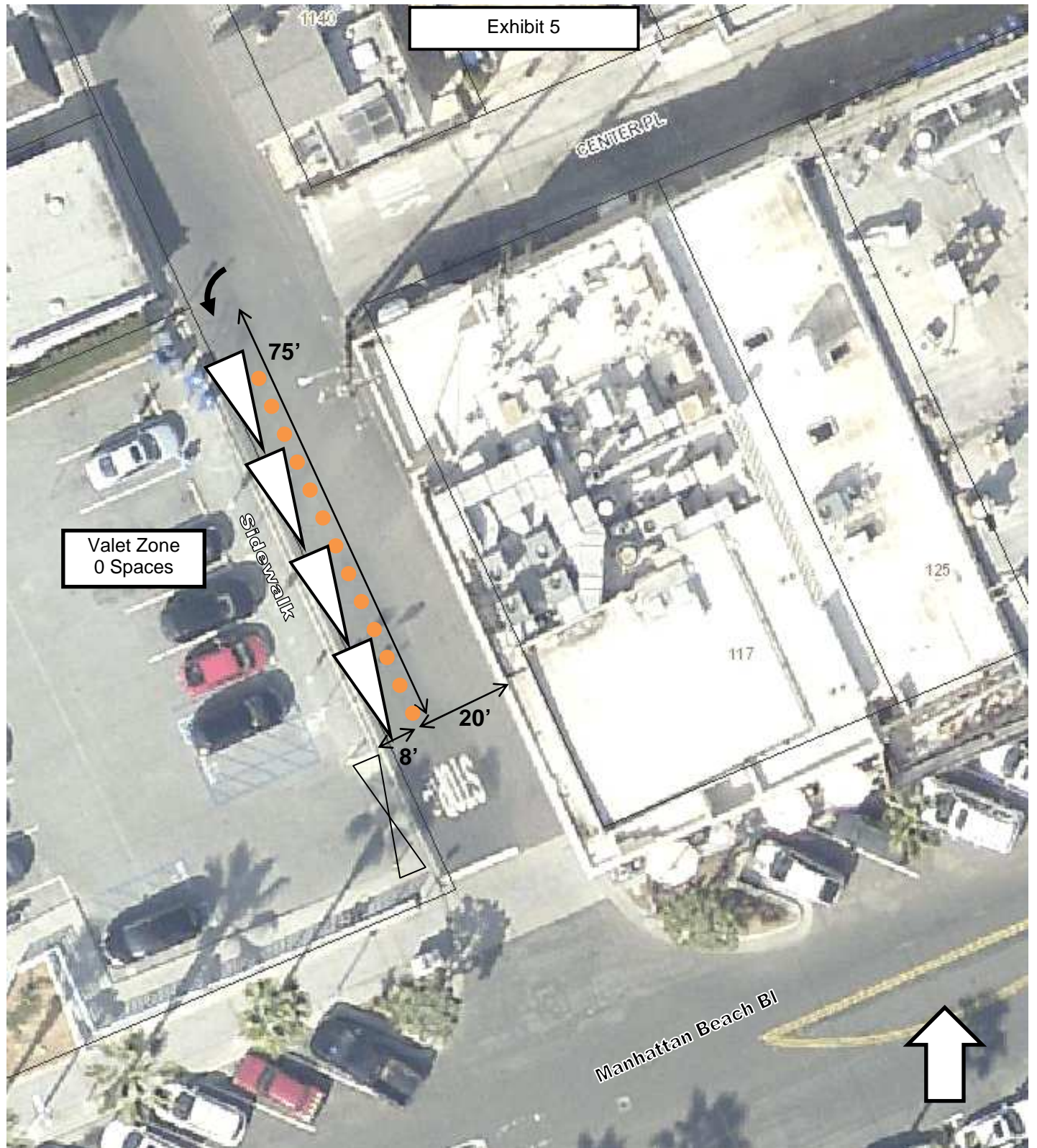
Exhibit 5



City of Manhattan Beach
Community Development
Traffic Engineering Division

Existing Valet Loading Zone
Manhattan Avenue
Between 10th Place and 11th Street

Exhibit 5



Valet Zone
0 Spaces

Sidewalks

CENTER PL.

Manhattan Beach Bl

75'

8'

20'

1140

117

125



City of Manhattan Beach
Community Development
Traffic Engineering Division

Proposed Valet Loading Zone
Ocean Drive
Between Manhattan Beach Bl. and Center Place

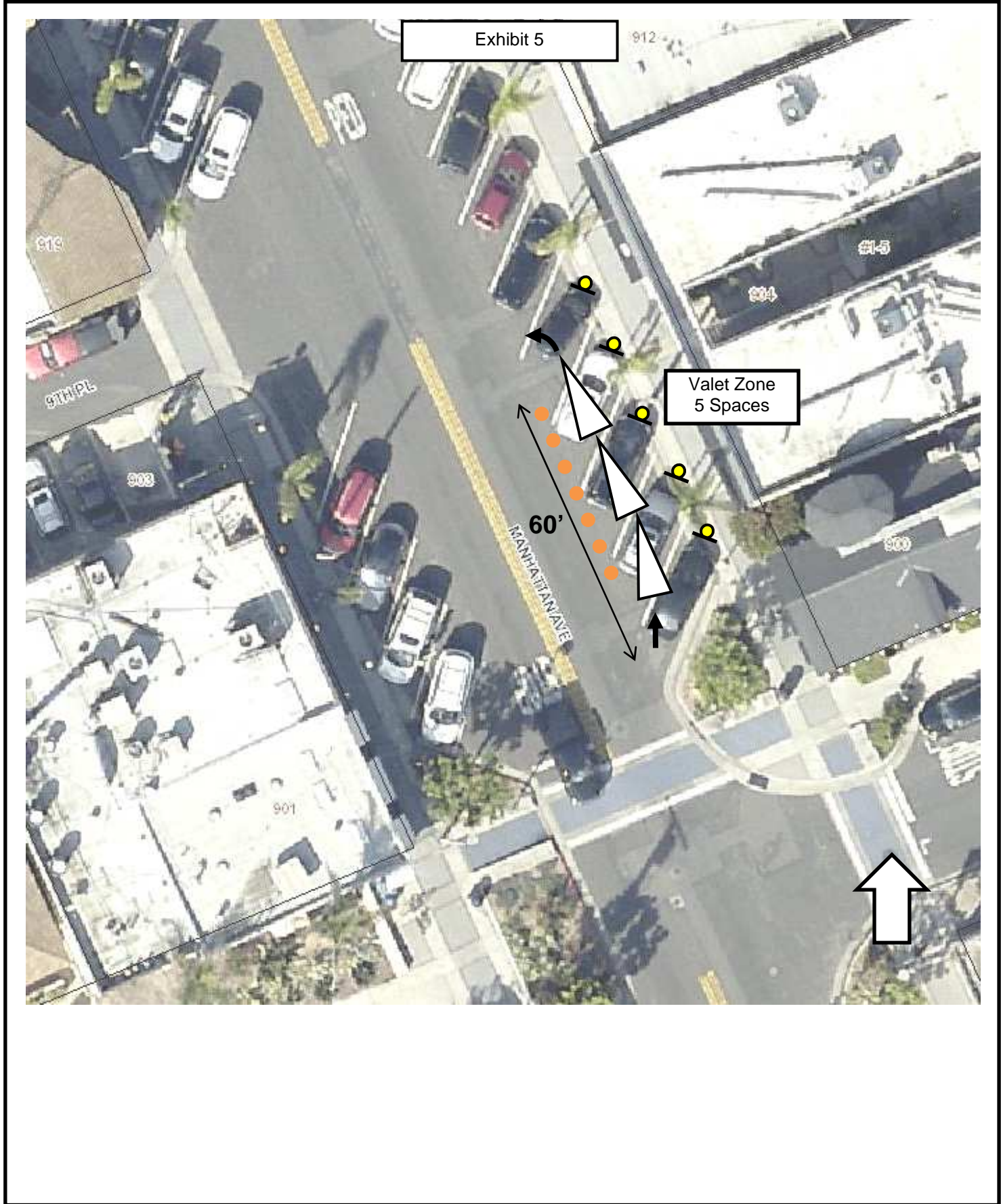


Exhibit 5

Valet Zone
5 Spaces

60'
MANHATTAN AVE



City of Manhattan Beach
Community Development
Traffic Engineering Division

Proposed Valet Loading Zone
Manhattan Avenue
Between 9th Street and 9th Place

EXHIBIT 6
Downtown Valet Parking Program
Summary of Proposed Project Revisions

VALET CONDITIONS	EXISTING	2015 PROPOSED	2016 REVISED
MB Post	East Side of Manhattan Ave. between Center Place and 12th Street		
Public Spaces Used	5	5	5
Valet Days	Thurs-Sun	Everyday	Tues-Sun
Valet Times	6pm-Midnight Thurs-Fri 11am-Midnight Sat-Sun	6pm-Midnight Weekdays Noon-Midnight Saturday 11am-10pm Sunday	6pm-Midnight Tues-Fri 11am-Midnight Sat-Sun
Fonz's	West Side of Manhattan Ave. between 10th Place and 11th Street		
Public Spaces Used	4	5	5
Valet Days	Tues-Sun	Mon-Sat	Tues-Sun
Valet Times	6pm-Midnight Tues-Fri 11am-Midnight Sat-Sun	6pm-Midnight Weekdays Noon-Midnight Saturday	6pm-Midnight Tues-Fri 11am-Midnight Sat-Sun
The Strand House		Manhattan Beach Bl	Ocean Drive
Public Spaces Used	-	4	0
Valet Days	-	Everyday	Tues-Sun
Valet Times	-	6pm-Midnight Weekdays Noon-Midnight Saturday 11am-10pm Sunday	6pm-Midnight Tues-Fri 11am-Midnight Sat-Sun
Arthur J / Pages		901 Manhattan Ave.	904 Manhattan Ave.
Public Spaces Used	-	4	5
Valet Days	-	Everyday	Tues-Sun
Valet Times	-	6pm-Midnight Weekdays 6pm-Midnight Saturday 6pm-10pm Sunday	6pm-Midnight Tues-Fri 11am-Midnight Sat-Sun
Total Project			
Public Spaces Used	10	18	15
Valet Days	Tues-Sun	Everyday	Tues-Sun
Valet Times	Various	Various	6pm-Midnight Tues-Fri 11am-Midnight Sat-Sun
Valet Parking Spaces	120	120	150 +
Valet/Public Parking Ratio	13/1	6/1	10/1
Valet Parking Rate	\$9	\$11	\$10
Valet Signs	-	-	Add "Public Valet" signs
Traffic Safety	-	Agreement prohibits double parking	CDP condition to prohibit double parking/blocking
Agreement Term	2 Years	1 Year	1 Year

EXHIBIT 7
City of Manhattan Beach
Community Development Department

California Coastal Commission
Appeal No. A-5-MNB-15-0049

Proposed Project Revisions

Public Access:

Appeal Issue: The Expansion of the City-approved Downtown Valet Parking Program, including an increase in drop-off/pick-up locations and operational hours, will cumulatively displace a significant number of public parking spaces that are necessary to support public access to the beach.

The following revisions are proposed:

Existing Project:

- Two valet stations occupy 10 on-street parking spaces during valet hours
- Valet hours:
 - MB Post – Thurs-Fri 6 PM-12 MN, Sat-Sun 11 AM-12 MN (5 spaces)
 - Fonz’s – Tues-Fri 6 PM-12 MN, Sat-Sun 11 AM-12 MN (5 spaces)
- 120 parking spaces in Skecher’s Office Building
- 13:1 private space per on-street space parking ratio

2015 Proposed Project:

- Four valet stations occupy 18 on-street parking spaces during valet hours
- Valet hours:
 - MB Post – Mon-Fri 6PM-12MN, Sat 12NN-12 MN, Sun 11AM-10PM (5 spaces)
 - Fonz’s – Mon-Fri 6PM-12MN, Sat 12NN-12 MN (5 spaces)
 - Arthur J’s – Mon-Fri 6PM-12MN, Sat 12NN-12 MN, Sun 11AM-10PM (4 spaces)
 - The Strand House – Mon-Fri 6PM-12 MN, Sat 6PM-12 MN, Sun 6PM-10PM (4 spaces)
- 120 parking spaces in Skecher’s Office Building
- 6:1 private space per on-street space parking ratio

Revised Project:

- Four valet stations to occupy 15 on-street parking spaces during valet hours
- Proposed valet hours:
 - MB Post – Tues-Fri 6 PM-12 MN, Sat-Sun 11AM-12 MN (5 spaces)
 - Fonz’s – Tues-Fri 6 PM-12 MN, Sat-Sun 11AM-12 MN (5 spaces)
 - Pages – Tues-Fri 6 PM-12 MN, Sat-Sun 11AM-12 MN (5 spaces)
 - The Strand House – Tues-Fri 6 PM-12 MN, Sat-Sun 11AM-12 MN (0 spaces)
- 150 parking spaces in Skecher’s Office Building, Union Bank and Bank of America
- 10:1 private space per on-street space parking ratio
- Add “Public Valet Parking” signs at all Valet Stations

Supporting Statements:

- The valet operation will provide parking for 10 vehicles for every displaced space.
- 15 valet spaces = 4% of all on-street spaces and only 1% of all public spaces in Downtown
- Makes available 150 private spaces not otherwise open to public
- Valet proximity to beach is more convenient for public to drop off/pick-up without walking long distances.
- Agreement allows City to require acquisition of additional private parking spaces if needed.
- Valet service reduces congestion by reducing need to search for open parking spaces.
- Valet offers longer parking duration close to beach (Up to 12 hours rather than 5 hour limit)
- Makes more parking available close to beach at night after Pier lots close at 9:30pm.
- Every valeted car opens up an additional public parking space, effectively adding 120 more low-cost parking spaces available for public access.
- Expanded hours offer more parking available to public by relocating parking demand to private parking spaces. (Tuesday-Friday 6pm-Midnight, Saturday-Sunday 11am-Midnight)
- Expanded hours offer longer parking duration than street spaces.
- The public has always had and will continue to have full access to the valet program without restrictions.

Valet Pricing:

Appeal Issue: With the increase in Valet parking fees, the City-approved Downtown Valet Parking Program is cost prohibitive for beach goers.

Existing Project Valet Fee:	\$9.00 flat fee
2015 Proposed Project Valet Fee:	\$11.00 flat fee
2016 Revised Project Valet Fee:	\$10.00 flat fee

Supporting Statements:

- Proposed \$10 is less than the market rate, similar to other South Bay beach parking fees.
- Other beach parking fees: Huntington Beach (\$15/day), Bolsa Chica (\$15), Dockweiler (up to \$12.50), Santa Monica Beach/Pier (\$12-\$15), and Venice Beach (\$15)
- Pricing includes a premium for secured lot and some covered parking, proximity to prime locations, up to 12 hour parking.
- Every vehicle parked by the valet opens up a potential public street space for short term users.

Traffic Safety:

Appeal Issue: The operation of the City-approved Downtown Valet Parking Program is unsafe due to double- and triple- parking and blocking of alleys by the valets.

Existing Project Terms: None

2015 Proposed Project Terms:

- The final Valet Parking Agreement prohibits double/triple parking

2016 Revised Project Terms:

- Explicit language in agreement prohibiting double parking and blocking alleys.
- Require single lane flow-through valet operation.

- Relocate Manhattan Avenue valet zone to east side of street (non-appealable zone).
- Relocate Manhattan Beach Boulevard valet zone to Ocean Drive.

Supporting Statements:

- All valet movements will be flow-through, and must yield to street traffic.
- No backing into traffic lanes will be required.
- All valet stations will be located on the far side of a minor intersection to minimize possible congestion.

One-Year Term:

Appeal Issue: The City Council’s resolution fails to explain that the approval of the permit and the contract with the vendor is limited to one year.

2016 Revised Project:

- The City Council resolution will be revised to explicitly state a 1-year contract term for the valet operator.
- The valet agreement and operation will be reviewed at one year to evaluate the success of the program and to make changes as appropriate. Any substantive changes will be forward to the Coastal Commission Staff for review.
- The format of the Coastal Development Permit will be revised to include the findings and conditions in a separate Permit document.

Applicant(s):

Appeal Issue: The City of Manhattan Beach is the applicant and should have been set forth as the applicant on the City’s Resolution No. 15-0045.

2015 Proposed Project:

- The City informed the Coastal Commission staff that the City and DBPA are co-applicants of this project.

2016 Revised Project:

- The revised application will state that the City of Manhattan Beach is the sole applicant.

Resident and Property Owner Noticing:

Appeal Issue: Residents and Residential property owners did not receive notice of the City Council’s meeting as required under the LCP notice provisions.

2015 Proposed Project Terms:

- The staff report accurately explains that the public hearing for Coastal Development Permit CA 15-20 at the City Council meeting on July 7, 2015, was adequately noticed.

2016 Revised Project:

- Any revised CDP will be re-noticed (100’ radius and newspaper ad) as required.

SUBSTANTIAL ISSUES FACTORS

1. *The degree of factual and legal support for the local government's decision that the development is consistent or inconsistent with the certified LCP and with the public access policies of the Coastal Act;*

- The City did not provide a rationale to the finding that the project is consistent with the LCP.
- Coastal Act public access policies were not referenced.

Remedy: Provide supplemental documentation in Coastal Development Permit to verify consistency with the LCP and Coastal Act Policies.

2. *The extent and scope of the development as approved or denied by the local government;*

- One year term was not included in the City Council resolution (aka CDP).

Remedy: Provide separate Coastal Development Permit (CDP) document with extent and scope of project to be approved by City Council.

3. *The significance of the coastal resources affected by the decision;*

- Unclear whether proposed valet program would negatively impact coastal access
- Unclear if proposed valet program is consistent with certified LCP and public access policies.

Remedy: Provide supplemental documentation in Coastal Development Permit to verify consistency with LCP.

4. *The precedential value of the local government's decision for future interpretations of its LCP; and,*

- Proposed valet operation may set negative precedent for future valet operation.

Remedy: Provide follow-up analysis after one year trial period to Coastal Commission staff.

5. *Whether the appeal raises local issues, or those of regional or statewide significance.*

- Protection of coastal access of Downtown Manhattan Beach is statewide issue.

Remedy: Work with Coastal Commission staff to provide periodic status reports.

Coastal Development Permit No. A-5-MNB-99-453:

- Pursuant to De Novo Coastal Development Permit No. A-5-MNB-99-453 (CA 99-41), the City recognizes that an amendment to this Permit may be required due to the changes in the times of operation for the location on the west side of Manhattan Avenue between 10th Street and 11th Street, and asks that this Resolution and Agreement supersede the prior CDP.

EXHIBIT 8
2016 Proposed Valet Station Photographs



Location C - Ocean Drive between Manhattan Beach Boulevard and Center Place



Location D - East side of Manhattan Avenue between 9th Street and 9th Place (5 spaces)

EXHIBIT 9

PUBLIC CORRESPONDENCE
Received by April 20, 2016

Erik Zandvliet

From: Martha Andreani <mandreani09@gmail.com>
Sent: Monday, April 18, 2016 9:41 PM
To: Erik Zandvliet
Subject: Valet Parking

Hello Eric,

I am opposed to adding more valet parking drop-off and pick-up points in the Downtown. The current valet locations block traffic (in both directions) due to double-parking of vehicles. The valet stations take up valuable sidewalk space, thereby impeding pedestrian flow too.

I am particularly opposed to a valet zone on Ocean Drive near the Strand House. That intersection is very difficult to get through as it is and a valet zone would add further congestion and be detrimental to getting police and fire vehicles through.

See you at the PPIC meeting on April 28.

Respectfully,
Martha Andreani
Downtown Resident



Virus-free. www.avast.com

Martha Andreani

E: mandreani09@gmail.com



Please consider the environment before printing this email.

New Hours for City Offices: M - Th 7:30 AM - 5:30 PM (Beginning Monday, March 21, 2016)
Alternate Open Fridays 8:00 AM - 5:00 PM | Closed Alternate Fridays (First closed Friday April 1, 2016) | [Click here for more information](#)

Erik Zandvliet

From: Grande, Jim <Jim.Grande@itg.com>
Sent: Tuesday, April 19, 2016 11:11 AM
To: Erik Zandvliet
Cc: James Quilliam
Subject: RE: Proposed Valet stations

Hello Erik,

My name is Jim Grande and I reside at 1148 Ocean Dr, the property directly north of Strand House. I saw the diagram of the proposed valet parking which depicts it to be in the parking lot, not on Ocean Dr itself. Are there any rules or regulations about how wide a street needs to be to allow that, or how much remaining space needs to be reserved for other traffic, fire/emergency vehicles, etc? Ocean Dr is narrow and heavily congested, especially around that corner where cars wait for ingress/egress from the parking lot. I can't imagine this is a good idea. Additionally any lineup of cars down Center Pl or Ocean Dr in front of our residence or garage doors would be unacceptable to us.

Thanks,
Jim Grande

Erik Zandvliet

From: James Quilliam <JimQuilliam@outlook.com>
Sent: Tuesday, April 19, 2016 6:20 AM
To: Erik Zandvliet
Subject: RE: Proposed Valet stations

Hi Erik,

I just wanted to clarify the proposed valet spots for location C are they proposed to be on west side of Ocean drive = on ocean drive where we had motorcycle parking or are they planned to be within the interior parking lot in front of the strand house?

Just let me know. Thanks

Jim Quilliam

From: James Quilliam [<mailto:JimQuilliam@outlook.com>]
Sent: Monday, April 18, 2016 5:30 PM
To: 'Erik Zandvliet' <ezandvliet@citymb.info>
Subject: RE: Proposed Valet stations

Hi Erik,

Thanks for sharing the proposal today and for sending this information.

As you could tell from my reaction this would be a huge detriment to our quality of life as a resident living at our home at 124 12th street and our surrounding neighbors with proposed increased traffic hazards coming down center place and having this in such close proximity to our residential neighborhood and the hazards and increased noise from this location. I will plan to attend the meeting on April 28th.

Do you anticipate an e-comment option that will be available or should written comments be submitted to you for consideration as well? Thanks

Jim Quilliam

From: Erik Zandvliet [<mailto:ezandvliet@citymb.info>]
Sent: Monday, April 18, 2016 4:36 PM
To: James Quilliam <JimQuilliam@outlook.com>
Subject: RE: Proposed Valet stations

Hi Jim,

As we discussed, the proposed valet location near The Strand House would be on the west side of Ocean Drive just north of MBB.

See attached.

Erik

Erik Zandvliet

Erik Zandvliet

From: Joy Curry <curryjoy1@gmail.com>
Sent: Tuesday, April 19, 2016 1:58 PM
To: Erik Zandvliet
Subject: valet parking

Dear Erik,

I am a resident on Manhattan Avenue very close to Center place. I have just learned of the possible proposal of having valet parking directed down Center with a left turn onto Ocean. If you or staff spent one hour observing the activity on Ocean in the area you are suggesting, you would know how dangerous this proposal is. Pedestrians, bicyclists, children who live in the area on their way to the beach would be in danger and the cars from residents on Center Place trying to exit their garages would be impacted. I can also envision some road rage . On the weekends which are extremely busy at all times of the day and night it would be even worse since people walk down Manhattan Beach Blvd to the strand, beach and pier and would encounter valet cars trying to exit and make a left turn to go up the hill. More danger.

Could the city lease part of Vons parking lot and have valet parking there ? Yes, the patron would have to walk downtown but if they are driving they most likely wouldn't find parking downtown.

I hope the PPIC will give notice to the residents who live within 500' of this proposal and I hope all residents will have adequate time to prepare to come to the public hearing.

Thank you,
Joy Curry
1208 Manhattan Avenue

Erik Zandvliet

From: Michael Jonsson <mijch1@gmail.com>
Sent: Tuesday, April 19, 2016 7:36 PM
To: Erik Zandvliet
Subject: Re. Proposal for Valet location on Ocean Dr in front of Strand house

Hi Erik,

My name is Michael Jonsson. I'm the resident at 124 12th st Unit C, with living quarters and balconies facing Center PI.

This email is to state my protest to the proposed new valet parking location on Ocean Dr in front of Strand House (designated Location C on the proposal).

A valet location at the suggested location will put a tremendous pressure on an already very congested area of downtown Manhattan Beach and make an already bad situation worse in terms of traffic noise and quality of life for the adjacent residents.

Today there are already a steady stream of delivery trucks, garbage pickups, restaurant pickup's and drop-offs for the adjacent restaurant's (Strand House, Little Sister, Darren's, Manhattan Pizzeria, Wahoo, Mama D's etc.) coming up and down Center PI. Not to mention frequent parking violations on Center PI that are rarely attended to by law enforcement!

Believe me, it's already very noisy and congested around here! And adding a valet on Ocean Dr. would make matters much worse!

Furthermore, I don't understand why Strand house or the City think that location on Ocean Ave would work for valet - there is no space down there to operate a valet operation and it's already being used (sometimes heavily during the weekend) for unregulated limo and ride services (Uber/Lyft) for pick-ups and drop-offs. All that traffic would have to go somewhere

else - possibly further up towards the residential areas and cause more congestion and annoyance for the adjacent residents. Having valet on Ocean Ave would force a lot of the existing (regular and self parking) traffic driving up Ocean toward MB Blvd to turn onto Center Pl. or 12th st towards Manhattan Ave, adding more traffic load to those streets. It will be a mess! Take a look at the traffic in front of MB Posts valet location on Manhattan Ave. It's often very chaotic, blocking Manhattan Ave forcing traffic down Center Pl - this valet location should never have been allowed. A valet in front of Strand house on Ocean Ave would be much worse!

With this proposal, the good people on the City council seems unaware of how bad the situation already is around Ocean Ave/Manhattan Beach Blvd and especially Center Pl with respect to traffic!

Thank your for your consideration,

Michael Jonsson

Erik Zandvliet

From: John Schmitt <johnbschmitt@gmail.com>
Sent: Thursday, April 21, 2016 9:20 AM
To: Erik Zandvliet
Subject: Proposed Valet Stations on Ocean Drive

Dear Mr. Zandvliet,

My name is John Schmitt at I live at 1148 The Strand. Our garage opens onto Ocean Drive, just like most homes in this area, and we need to be able to get in and out of our homes safely. We have lived here for 24 years and, during that time, have noticed a significant increase in traffic on Ocean Drive. Taxis, delivery vehicles, and drivers choosing to use Ocean Dr. as a north-south corridor rather than Manhattan Ave. or Highland which are better designed for traffic flow all contribute to this problem and the addition of a valet site on Ocean Dr. clearly will add to this congestion.

Ocean Dr. is really an alley that serves significant foot traffic, restaurant delivery trucks, routing for trash trucks, and ingress/egress for the residents in this neighborhood. Most of these vehicles stop, park, and unload for significant periods of time and they can be found at any time of day. The proposal to direct traffic to come down the 100 block of Center Place to then turn left onto Ocean would have a major impact on the quality of life for residents living on 12th Street, Center Place, homes on The Strand, and Ocean Dr. with the valet parking now located next to residential homes.

This would create a substantial increase in the flow of traffic and present additional hazards for vehicles entering and exiting residential garages. It would create a major fire hazard with the anticipated congestion of vehicles in the event of an emergency.

We cannot support this proposal as it makes no sense to purposely increase traffic in a service alleyway that will present a real danger to residents and visitors to our downtown neighborhood.

Sincerely,

John and Evelyn Schmitt
1148 The Strand, MB