

## City Council Regular Meeting

Regular Meeting

Tuesday, July 19, 2016

6:00 PM

City Council Chambers

**REVISED AGENDA**



*Mayor Tony D'Errico*

*Mayor Pro Tem David J. Lesser*

*Councilmember Amy Howorth*

*Councilmember Wayne Powell*

*Councilmember Mark Burton*

### 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

Sanford Taylor, Information Technology Director

Nadine Nader, Assistant City Manager

Raul Saenz, Interim Public Works Director

Liza Tamura, City Clerk

Marisa Lundstedt, Community

Development Director

### **MISSION STATEMENT:**

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

July 19, 2016

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 within the subject matter jurisdiction of the City Council, including items on the agenda. In addition, speakers may comment during agenda items and during any public hearing after the public hearing on those items have 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](http://www.citymb.info), the Police Department located at 420 15th Street, and are also on file in the Office of the City Clerk for public inspection. Any person who has any question concerning any agenda item may call the City Clerk's office at (310) 802 5056.*

*In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Office of the City Clerk at (310) 802 5056 (voice) or (310) 546 3501 (TDD). Notification 36 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting. The City also provides closed captioning of all its Regular City Council Meetings for the hearing impaired.*

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

1. Presentation of Certificates of Recognition to the 2016 Graduating Class of the Manhattan Beach Community Emergency Response Team (CERT).  
**PRESENT**

[16-0366](#)

**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 Friday, July 15, 2016, 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: (a) notify the public of any changes to the agenda; (b) remove items from the consent calendar for individual consideration; or (c) 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 (3 MINUTES PER PERSON FOR ONE ITEM, A MAXIMUM OF 6 MINUTES IF A SPEKER WANTS TO COMMENT ON MORE THAN ONE ITEM)**

*Speakers may provide public comments on any matter that is within the subject matter jurisdiction of the City Council, including items on the agenda. 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. Each speaker may speak for up to 3 minutes per matter, up to a total of 6 minutes if a speaker wants to comment on more than one matter. With respect to non-public hearing agenda items, speakers may provide their comments or at the time the agenda item is being considered. This is also the time for speakers to comment on items on the consent calendar that have not been previously removed by the City Council for individual consideration. For public hearings, speakers are encouraged to speak during the public hearing, if they want their comments to be included in the record for the public hearing.*

*Please complete the "Request to Address the City Council" card by filling out your name, city of residence, the item(s) you would like to offer public comment, and returning it to the City Clerk.*

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

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

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

2. Planning Commission Approval of a Coastal Development Permit for the construction of a new single family residence at 128 21st Street (Community Development Director Lundstedt).  
CONTINUED FROM THE JULY 5, 2016 CITY COUNCIL MEETING  
**BY ORDER OF THE CHAIR, RECEIVE AND FILE**

[16-0338](#)

**Attachments:** [Planning Commission Staff Report and Attachments - June 22, 2016](#)  
[Final Coastal Development Permit CA 15-41](#)  
[Planning Commission Draft Minutes - June 22, 2016](#)  
[Project Plans](#)



**K. CONSENT CALENDAR (APPROVE)**

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

3. Approve Continued Use of As-Needed Professional Services Agreement with Quantum Quality Consulting, Inc. and SA Associates, Inc. for Utility Design Services (Interim Public Works Director Saenz). [16-0353](#)

**APPROVE**

**Attachments:** [Quantum & SAA Task Order Summary](#)

4. Creation of a Joint Powers Agency to Form the Interoperability Network of the South Bay (Fire Chief Espinosa). [16-0350](#)

**APPROVE**

**Attachments:** [INSB JPA Projected Costs](#)  
[Interoperability Network of the South Bay JPA Agreement](#)

5. Agreement with the Beach Cities Health District for Grant Funding for Paramedic Education and Medical Supplies (Fire Chief Espinosa). [16-0360](#)

**APPROVE**

**Attachments:** [Beach Cities Health District Grant FY 2016-2017](#)

6. Financial Report: [16-0318](#)  
a) Schedule of Demands: June 23, 2016  
b) Investment Portfolio for the Month Ending May 31, 2016  
c) Month End Report for May 31, 2016  
(Finance Director Moe).

**ACCEPT REPORT AND DEMANDS**

**Attachments:** [Schedule of Demands for June 23, 2016](#)  
[Investment Portfolio for the Month Ending May 31, 2016](#)  
[Month End Report for May 31, 2016](#)

7. City Council Minutes: [16-0351](#)  
 This Item Contains Minutes of the following City Council Meeting:  
 a) City Council Regular Meeting Minutes of June 21, 2016  
**CONTINUE TO THE AUGUST 2, 2016 CITY COUNCIL MEETING**  
 b) City Council Regular Meeting Minutes of July 5, 2016  
**CONTINUE TO THE AUGUST 2, 2016 CITY COUNCIL MEETING**  
 c) City Council Adjourned Meeting - Closed Session Minutes of July 7, 2016  
**APPROVE**  
 d) City Council Adjourned Meeting - Boards & Commissions Interviews Minutes of July 7, 2016  
**APPROVE**  
 (City Clerk Tamura).
- Attachments:** [City Council Regular Meeting Minutes of June 21, 2016](#)  
[City Council Regular Meeting Minutes of July 5, 2016](#)  
[City Council Adjourned Meeting - Boards and Commissions Interviews Minutes](#)  
[City Council Adjourned Meeting - Closed Session Minutes of July 7, 2016](#)

#### L. PUBLIC HEARINGS (3 MINUTES PER PERSON)

8. Adoption of Fiscal Year 2016-17 Through Fiscal Year 2018-2019 Citywide Cost Recovery Fees (Finance Director Moe). [RES 16-0037](#)  
 a) **CONDUCT PUBLIC HEARING**  
 b) **ADOPT RESOLUTION NO. 16-0037**
- Attachments:** [Resolution No. 16-0037](#)  
[Citywide Cost Recovery Fee Study Update Results Memorandum \(Matrix Consultation\)](#)  
[Fiscal Years 2017-2019 Cost Recovery Fee Schedule \(Attachment A\)](#)
9. Adoption of Annual Storm Water Service Fee for Fiscal Year 2016-2017 (Finance Director Moe). [RES 16-0025](#)  
 a) **CONDUCT PUBLIC HEARING**  
 b) **ADOPT RESOLUTION NO. 16-0025**
- Attachments:** [Resolution No. 16-0025](#)

#### M. OLD BUSINESS

10. Cooperative Agreement Between City of Manhattan Beach, Oceanographic Teaching Stations, Inc., and Harrison Greenberg Foundation for Improvements to Roundhouse Aquarium (Interim Public Works Director Saenz). [CON 16-0025](#)  
**APPROVE**
- Attachments:** [Roundhouse Aquarium Cooperative Agreement](#)

11. Award of Contract to NexLevel Information Technology, Inc. for Enterprise Resource Planning Software Consulting Services in the amount of \$61,415 (Information Technology Director Taylor). [CON 16-0020](#)  
CONTINUED FROM THE JULY 5, 2016 CITY COUNCIL MEETING  
**APPROVE; APPROPRIATE**

**Attachments:** [RFP #1053-16 ERP Software Consulting Services Comparison](#)  
[Professional Services Agreement with NexLevel Information Technology, Inc.](#)  
[ERP Software Consulting Services Presentation](#)

12. Appointment of Seat No. 5 of the Parks and Recreation Commission (Commissioner Thomas Allard) (City Clerk Tamura). [16-0346](#)  
**APPOINT**

**Attachments:** [Advertisements from The Beach Reporter, Published May 12, 2016 and May 19](#)

13. Consideration of Potential Election Date Change Alternatives to Meet the California Voter Participation Rights Act (California State Senate Bill 415) Requirements for the City of Manhattan Beach Including Introduction of Ordinance No. 16 0014 Changing the City's Election Date and Extending Current Elected Officials Terms by Eight Months (City Clerk Tamura). [ORD 16-0014](#)  
**DISCUSS AND PROVIDE DIRECTION; WAIVE FURTHER READING AND INTRODUCE ORDINANCE NO. 16-0014**

**Attachments:** [Ordinance No. 16-0014](#)  
[Advertisements in June 23, 2016, June 30, 2016, and July 14, 2016 Editions of th](#)  
[Open City Hall Forum Responses](#)  
[PowerPoint Presentation from June 7, 2016 City Council Meeting](#)  
[Public Comment - Tim Lilligren](#)  
[Public Comment - Jan Dennis](#)

14. Second Reading of Ordinance No. 16-0010 Prohibiting Targeted Residential Picketing (City Attorney Barrow). [ORD 16-0010](#)  
**ADOPT ORDINANCE NO. 16-0010**

**Attachments:** [Ordinance No. 16-0010](#)

## N. NEW BUSINESS

15. Petition to File Late Claim for Refund of Underground Utilities, or, Alternatively, Petition for Reconsideration (City Attorney Barrow). [16-0370](#)  
**CONSIDER REQUEST AND PROVIDE DIRECTION**

**Attachments:** [May 9, 2016 letter from Brian A. Sweeney](#)  
[November 16, 2010 letter from City Attorney Robert V. Wadden, Jr.](#)  
[November 12, 2010 claim](#)  
[Excerpt from City Council minutes of November 21, 2006 Council meeting](#)

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

**P. FORECAST AGENDA AND FUTURE DISCUSSION ITEMS**

16. Agenda Forecast (City Clerk Tamura). [16-0355](#)  
**DISCUSS AND PROVIDE DIRECTION**

Attachments: [July 13, 2016 Agenda Forecast](#)

**Q. INFORMATIONAL ITEMS**

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

17. Revised City Council Meeting Management Rules (City Clerk Tamura). [RES 16-0049](#)  
**ADOPT RESOLUTION NO. 16-0049**

Attachments: [Legislative Digest Resolution No. 16-0049](#)  
[Draft Resolution No. 16-0049](#)

**R. CLOSED SESSION**

**S. ADJOURNMENT**

**T. FUTURE MEETINGS****CITY COUNCIL MEETINGS**

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  
Oct. 4, 2016 - Tuesday -- 6:00 PM - City Council Meeting  
Oct. 18, 2016 - Tuesday -- 6:00 PM - City Council Meeting  
Nov. 1, 2016 - Tuesday -- 6:00 PM - City Council Meeting  
Nov. 15, 2016 - Tuesday -- 6:00 PM - City Council Meeting

**BOARDS, COMMISSIONS AND COMMITTEE MEETINGS**

July 25, 2016 - Monday - 6:30 PM - Parks and Recreation Commission Meeting  
July 27, 2016 - Wednesday - 6:30 PM - Planning Commission Meeting  
July 28, 2016 - Thursday - 6:30 PM - Parking & Public Improvements Commission Meeting  
August 8, 2016 - Monday - 6:30 PM - Library Commission Meeting  
August 9, 2016 - Tuesday - 6:00 PM - Cultural Arts Commission Meeting  
August 10, 2016 - Wednesday - 6:30 PM - Planning Commission Meeting  
August 15, 2016 - Thursday - 8:30 AM - Finance Subcommittee Meeting  
August 22, 2016 - Monday - 6:30 PM - Parks and Recreation Commission Meeting  
August 24, 2016 - Wednesday - 6:30 PM - Planning Commission Meeting  
August 25, 2016 - Thursday - 6:30 PM - Parking & Public Improvements Commission Meeting  
September 12, 2016 - Monday - 6:30 PM - Library Commission Meeting  
September 13, 2016 - Tuesday - 6:00 PM - Cultural Arts Commission Meeting  
September 14, 2016 - Wednesday - 6:30 PM - Planning Commission Meeting  
September 22, 2016 - Thursday - 6:30 PM - Parking & Public Improvements Commission Meeting  
September 26, 2016 - Monday - 6:30 PM - Parks and Recreation Commission Meeting  
September 28, 2016 - Wednesday - 6:30 PM - Planning Commission Meeting  
October 11, 2016 - Tuesday - 6:00 PM - Cultural Arts Commission Meeting  
October 12, 2016 - Wednesday - 6:30 PM - Planning Commission Meeting  
October 24, 2016 - Monday - 6:30 PM - Parks and Recreation Commission Meeting  
October 26, 2016 - Wednesday - 6:30 PM - Planning Commission Meeting  
October 27, 2016 - Thursday - 6:30 PM - Parking & Public Improvements Commission Meeting  
November 8, 2016 - Tuesday - 6:00 PM - Cultural Arts Commission Meeting  
November 9, 2016 - Wednesday - 6:30 PM - Planning Commission Meeting  
November 14, 2016 - Monday - 6:30 PM - Library Commission Meeting  
November 23, 2016 - Wednesday - 6:30 PM - Planning Commission Meeting  
November 28, 2016 - Monday - 6:30 PM - Parks and Recreation Commission Meeting

**U. CITY OFFICES CLOSED****CITY HOLIDAYS:**

*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 Observed*  
*Jan. 2, 2017 – Monday – New Years Day Observed*  
*Jan. 16, 2017 – Monday – Martin Luther King Day*  
*Feb. 20, 2017 - Monday - Presidents Day*  
*May 29, 2017 – Monday – Memorial Day*  
*July 4, 2017 - Tuesday - Independence Day*

**CITY OFFICES CLOSED ON FOLLOWING ALTERNATIVE FRIDAYS:**

*July 22, 2016 - Friday*  
*Aug. 5, 2016 - Friday*  
*Aug. 19, 2016 - Friday*  
*Sep. 2, 2016 - Friday*  
*Sep. 16, 2016 - Friday*  
*Sep. 30, 2016 - Friday*  
*Oct. 14, 2016 - Friday*  
*Oct. 28, 2016 - Friday*  
*Nov. 11, 2016 - Friday*  
*Nov. 23, 2016 - Friday*  
*Dec. 9, 2016 - Friday*  
*Dec. 23, 2016 - Friday*

**Agenda Date:** 7/19/2016

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**TO:**

Members of the City Council

**FROM:**

Mayor D'Errico

**SUBJECT:**

Presentation of Certificates of Recognition to the 2016 Graduating Class of the Manhattan Beach Community Emergency Response Team (CERT).

**PRESENT**

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**The City Council of the City of Manhattan Beach  
Does Hereby Proudly Recognize  
the 2016 Graduating Class of the  
Manhattan Beach Community Emergency Response Team**

**Marc J. Boccaccio  
Ronald Butchart  
Ming Chin  
Angelene De Paula  
Suzanne De Stefano  
Ronald M. Felice  
Norman Freestone  
Annie Guo  
Ryan Heise  
George Higgins  
Rama Katragadda  
Alice Legare  
Alec Morand  
Teresa A. Morand  
Niilo Niemi  
Toni Niemi  
Joel Oiknine  
Julie Profet  
Sanjeev Rao  
Roark Sandberg  
Dan Skora**

**Edwin Somers  
Anne Timmer  
Crystal Trenton  
Antony J. Triano  
Priscilla Wagner  
Ronald Wagner  
Julie Zhu**



**Agenda Date:** 7/19/2016

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Marisa Lundstedt, Director of Community Development

Laurie Jester, Planning Manager

Angelica Ochoa, Associate Planner

**SUBJECT:**

Planning Commission Approval of a Coastal Development Permit for the construction of a new single family residence at 128 21st Street (Community Development Director Lundstedt).

CONTINUED FROM THE JULY 5, 2016 CITY COUNCIL MEETING

**BY ORDER OF THE CHAIR, RECEIVE AND FILE**

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**RECOMMENDATION:**

By order of the Chair, receive and file this report.

**BACKGROUND/DISCUSSION:**

At the July 5th City Council meeting, the Council requested that this item be continued to tonight's meeting so they would have an opportunity to review the proposed plans, as they were not included in the Council packet at that time. The plans are now provided as Attachment 4.

After a duly noticed public hearing on June 22, 2016, the Planning Commission approved a Coastal Permit Application for 128 21st Street. The proposed project is to demolish an existing duplex and construct a new single-family, three-story residence and basement with an enclosed three-car garage. The project is located in the Coastal appealable area of the City, in Area District III and zoned Residential Medium Density (RM) per the Municipal Code.

Staff reviewed the submitted project and sent a notice on March 2, 2015 to the surrounding neighbors (property owners and residents). The notice was also published in the Beach Reporter on March 3, 2016 as required for projects located in the Coastal appealable area. On March 18, 2016, during the public comment period, staff received a written request for a public hearing in accordance with Section A.96.260.C of the Local Coastal Program.

The Planning Commission conducted the public hearing, received public testimony, and unanimously approved the Coastal Development Permit with conditions. The neighbor's concerns focused on potential construction issues, including noise, debris, dirt, asbestos, basement excavation, and parking and traffic impacts to the neighborhood. The Planning Commission acknowledged the neighbors' concerns but felt that these were Citywide construction issues that would be addressed during plan check by licensed professionals and by the Residential Construction Officer. The Planning Commission approved the Coastal Development Permit as the neighbors' comments were not directly related to the subject project and the Coastal Development Permit. The project complies with all of the development standards and requirements of the Local Coastal Program.

In accordance with MBMC Section 10.100.020 adopted on June 16, 2015, any Councilmember may request review of a Planning Commission decision within twenty days (July 12, 2016) following the decision. 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.

If no Councilmember requests that the decision be reviewed, the Mayor will receive and file the report by order of the Chair.

**Attachments:**

1. Planning Commission Staff Report and Attachments - June 22, 2016
2. Final Coastal Development Permit CA 15-41
3. Planning Commission Draft Minutes - June 22, 2016
4. Project Plans

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

**TO:** Planning Commission

**FROM:** Marisa Lundstedt, Director of Community Development

**BY:** Angelica Ochoa, Associate Planner

**DATE:** June 22, 2016

**SUBJECT:** Request for Public Hearing for Coastal Development Permit No. CA 15-41 for the demolition of a duplex and construction of a new three-story single family residence with basement and enclosed three-car enclosed garage in the appealable area of the Coastal Zone

**RECOMMENDATION**

Staff recommends that the Planning Commission consider a Coastal Development Permit for the construction of a new single family residence, **APPROVE** the application, with conditions

**NEIGHBOR**

Judy Forman  
125 20<sup>th</sup> Street  
Manhattan Beach, CA 90266

**APPLICANT**

128 Twenty One Partners, LP by  
Michael Cleland

**BACKGROUND**

On November 18, 2015, a Coastal Development Permit application was submitted to the Community Development Department to demolish an existing 2028 square foot duplex that was built in 1921, on a standard 30' x 90' lot, at 128 21<sup>st</sup> Street (Exhibit A). The proposed project is to construct a single family three story residence and basement with an enclosed three-car garage. A Coastal Development Permit, as a minor development project, is required for the subject project, in that the lot is located in the Coastal appealable area of the City. The project is located in Area District III and zoned Residential Medium Density (RM) per the Municipal Code. The surrounding area is a mix of two and three story single family and multi-family residences, condominiums and duplex.

Staff reviewed the submitted plans and sent a notice of the proposed project on March 2, 2015 to the surrounding neighbors (property owners and residents) within the required 100 feet of the subject property. The notice was published in the Beach Reporter on March 3, 2016 as required for projects located in the Coastal appealable area. On March 18, 2016, during the public comment period, staff received written notification requesting a public hearing in accordance with Section A.96.260.C of the Local Coastal Program.

**PUBLIC HEARING REQUEST**

The request for a public hearing was submitted by a neighbor who lives at 125 20<sup>th</sup> Street across the alley, 20<sup>th</sup> Place, to the south. The neighbor's property, a 30' x 90' lot fronts on 25<sup>th</sup> Street (walkstreet) and extends to the alley at the rear. According to Section A.96.260. of the City of

Manhattan Beach Local Coastal Program, a public hearing can be waived for minor development of a project:

Consistent with the provisions of A.B. 1303, effective January 1, 1996, the public hearing requirement for minor development, as defined herein, may be waived subject to the requirements of this section.

- A. Minor development means a development which satisfies all of the following requirements:
  - 1. The development is consistent with the City of Manhattan Beach Certified Local Coastal Program;
  - 2. The development requires no discretionary approvals other than a coastal development permit;
  - 3. The development has no adverse effect either individually or cumulatively on coastal resources or public access to the shoreline or along the coast.
  
- B. The public hearing requirement on a coastal development permit application for a minor development, as defined above, may be waived if all of the following occur:
  - 1. Notice is sent to all persons consistent with the provisions of Section A.96.100 of this Title, as well as all other persons know to be interested in receiving such notice,
  - 2. The notice states that a public hearing will be held upon the request of any person,
  - 3. No request for public hearing is received by the City within 15 working days from the date of sending the notice pursuant to paragraph (1).
  
- C. Requests for hearing must be made in writing to the City Community Development Department. Said request for hearing must identify the reasons for such request. Upon receipt of a request for hearing the matter shall be scheduled for a public hearing.
  
- D. Following receipt of a request for hearing, public notification must be made regarding the scheduled hearing date, consistent with the provisions of Section A.96.100 of this Title.
  
- E. The notice provided pursuant to subdivision (B) shall include a statement that failure by a persons to request a public hearing may result in the loss of that

person's ability to appeal to the Coastal Commission any action taken by the City on a coastal development permit application.

Per Section A.96.260, Section D, a written request was received and therefore a public hearing is being held tonight.

## **DISCUSSION**

### ***Project Site and Proposed Building - 128 21<sup>st</sup> Street (CA 15-41)***

The project site is located one block east of the Strand, mid-block between Ocean Drive and Highland Avenue on the south side of 21<sup>st</sup> Street. The proposed project will not remove any public parking spaces on 21<sup>st</sup> Street. The proposed structure is a single family three story with basement residence and enclosed three car garage. There will be supplemental parking on the basement floor level. Garage access will be provided from 20<sup>th</sup> Place. The total living area will be 4,035 square feet, which will be under the allowable 4,320 square feet for the lot. The total proposed open space of 826 square feet 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 minimum (825 square feet) of the total living area. The allowable maximum height limit for the building is 106.45. The proposed height limit for the building is at the maximum height limit. (Exhibit D)

The proposed project meets all of the development standards required by the Local Coastal Program, is consistent with the Local Coastal Plan, as well as all of the criteria in Section A.96.260.A, as detailed below:

1. The development is consistent with the City of Manhattan Beach Certified Local Coastal Program;

*The project meets the development standards (setbacks, height, maximum buildable floor area, parking, and open space) in Section A.12 Residential Districts and site regulations in Section A.52. Site Regulations – Residential Districts and Section A.60. Site Regulations – All Districts. All relevant Coastal policies related to access, parking and residential development, as detailed in the Coastal Policies and Implementation measures, are complied with. (Exhibit C)*

2. The development requires no discretionary approvals other than a coastal development permit;

*The project meets all zoning Code regulations per Municipal Code Section 10 Planning and Zoning and Local Coastal Program and no other discretionary approvals are required.*

3. The development has no adverse effect either individually or cumulatively on coastal resources or public access to the shoreline or along the coast.

*The project complies with all development and zoning code regulations and Coastal Policies and does not impact any public access to the shoreline or coast.*

### ***Public Hearing Request (Exhibit B)***

The neighbor, Judy Forman is requesting a public hearing for the proposed project because she believes there is already too much construction in the immediate area from other projects being built. According to the neighbor, noise disturbances, debris, dirt, damages from jackhammering, traffic congestion and construction trucks blocking garages have been major issues affecting

neighbors. Another concern is approved plans change during the construction process of the project and neighbors are not notified or aware of the impact of the changes to the project.

Construction and noise issues are handled by the Residential Construction Officer as well as Building and Safety staff, with Police assistance as needed. All projects are required to provide a detailed Construction Management and Parking Plan (CMPP) before building permit issuance for mitigation of any traffic and circulation impacts. Staff has the discretion to approve minor changes to the plans that occur during construction as long as they comply with the zoning codes, building codes, development regulations and are in substantial compliance with the original Coastal Permit approval.

***Applicant***

The Applicant held a neighborhood meeting on Sunday, April 24<sup>th</sup> at the project site with neighbors in the immediate area. Approximately 6 to 7 neighbors attended the meeting. The applicant went over the proposed project, design and layout of the proposed building and responded to questions from the neighbors.

***Department Comments***

Staff requested comments from the Public Works, Building and Fire Department. No comments were received and all department requirements will be addressed during the Plan Check process.

***Public Comments***

The project was noticed within the required 100 foot radius and published in the Beach Reporter on June 9<sup>th</sup> 2016. No comments were received.

**CONCLUSION**

Staff recommends approval of the subject project, Coastal Development Permit CA 15-41. The proposed project complies with all of the city's Local Coastal Program policies and development standards and therefore, staff recommends that the Planning Commission conduct the public hearing, discuss the subject project, and **APPROVE** the Coastal Permit for 128 21<sup>st</sup> Street (CA 15-41), with conditions. (Exhibit C)

**Attachments:**

- Exhibit A - Vicinity Map
- Exhibit B - Neighbor's Documentation
- Exhibit C - Draft Coastal Development Permit (CA 15-41)
- Exhibit D - Coastal Plans (not available electronically)



# Vicinity Map

## 128 21<sup>st</sup> Street

ATTACHMENT A  
PC MTG 6-22-16



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## Angelica Ochoa

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**From:** Judith R. Forman <jrf@familylawcounsel.com>  
**Sent:** Friday, March 18, 2016 11:06 AM  
**To:** Angelica Ochoa  
**Cc:** 'Kate Myers'; Richard N. Weiner  
**Subject:** 128 21st Street, MB

Dear Ms. Ochoa: I live at 125 20<sup>th</sup> Street. I am writing on behalf of my husband, Richard Weiner, and myself to request a public hearing on the project at the above addressed, applicant Surfside Properties by Michael Cleland. As I am sure the Planning Department is aware, there have been and continue to be multiple construction projects in the immediate vicinity of my home. All of the neighbors who are adjacent or close to the new proposed project at 128 21<sup>st</sup>, specifically those who have to use 20<sup>th</sup> Place for ingress and egress to our homes, are tremendously concerned about now having yet another project ongoing. For example, We had substantial problems with the Plache project at 121 20<sup>th</sup> with respect to dirt, debris, nails in neighbors tires, damages from jackhammering, traffic congestion, trucks and SUVs blocking our garages, and noise disturbances, just to name a few things affecting all of the neighbors. We have also noticed that the initial plans get approved and then changed later down the road, with little ability of the adjacent neighbors to let the City know of the impact on them of changed plans. these are just a few of the concerns and we would appreciate being able to address them in a public hearing. thanks very much. Judy Forman

Judith R. Forman, CFLS\*  
Law Offices of Judith R. Forman, P.C.  
11355 W. Olympic Boulevard  
Los Angeles, California 90064  
Tel:310.444.8840; Fax:310.444.8841  
[jrf@familylawcounsel.com](mailto:jrf@familylawcounsel.com)  
Assistant: Marcy Espinoza, Ext. 6805

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**ATTACHMENT B**  
**PC MTG 6-22-16**

## Angelica Ochoa

---

**From:** Schmidt, Christina <Christina.Schmidt@brookfield.com>  
**Sent:** Tuesday, April 05, 2016 2:18 PM  
**To:** Angelica Ochoa  
**Cc:** Judith R. Forman  
**Subject:** RE: call today?

Angelica – I look forward to speaking with you and hope that we can touch base soon.

Also, I wanted to formally request a hearing as several of my neighbors have already done for the project at 128 21<sup>st</sup> Street, pursuant to City Code Section 10.84.040. As we live immediately next door to the site, I am hoping to get a better understanding of the proposed project and how this will impact us.

Many thanks,  
Christina

Christina Schmidt  
Associate Counsel  
U.S. Office Division

Brookfield Property Partners  
Figueroa at Wilshire; 601 South Figueroa Street, Suite 2200. Los Angeles, CA 90017  
T 213.330.8032  
[Christina.Schmidt@brookfield.com](mailto:Christina.Schmidt@brookfield.com)

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**From:** Judith R. Forman [<mailto:jrf@familylawcounsel.com>]  
**Sent:** Tuesday, April 05, 2016 1:07 PM  
**To:** 'Angelica Ochoa'  
**Cc:** Schmidt, Christina  
**Subject:** call today?

Hi Angelica, can we squeeze in a call this afternoon before 3? Thx pls LMK good time for you.

**Judith R. Forman, CFLS\***  
**Law Offices of Judith R. Forman, P.C.**  
11355 W. Olympic Boulevard  
Los Angeles, California 90064  
**Tel: 310.444.8840; Fax: 310.444.8841**  
**[jrf@familylawcounsel.com](mailto:jrf@familylawcounsel.com)**  
**Assistant: Marcy Espinoza, Ext. 6805**

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## COASTAL DEVELOPMENT PERMIT

Project No: CA 15-41  
Page 1 of 4

On June 22, 2016, the Planning Commission of the City of Manhattan Beach granted 128 Twenty One Partners, LP by Michael Cleland, (property owner) this permit for the development described below, subject to the attached Standard and Special conditions.

Site: 128 21<sup>st</sup> Street

Description: Demolition of existing duplex and construction of a three-story single family residence with basement and attached three-car enclosed garage.

Issued by: Angelica Ochoa, Associate Planner

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: \_\_\_\_\_

**ATTACHMENT C  
PC MTG 6-22-16**

Fire Department Address: 400 15<sup>th</sup> Street, Manhattan Beach, CA 90266 FAX (310) 802-5201  
Police Department Address: 420 15<sup>th</sup> Street, Manhattan Beach, CA 90266 FAX (310) 802-5101  
Public Works Department Address: 3621 Bell Avenue, Manhattan Beach, CA 90266 FAX (310) 802-5301  
City of Manhattan Beach Web Site: <http://www.ci.manhattan-beach.ca.us>

**Required Findings:** (Per Section A.96.150 of the Local Coastal Program)

*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 21<sup>st</sup> Street, 20<sup>th</sup> Place, Highland Avenue, and Ocean 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.

**Standard 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 one-year from the date of approval if the project has not been commenced during that time. The Director of Community Development may grant a reasonable extension of time for due cause. Said time extension shall be requested in writing by the applicant or authorized agent prior to the expiration of the one-year period.
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.

**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 106.45 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) 802-3501

## COASTAL DEVELOPMENT PERMIT

Project No: CA 15-41  
Page 1 of 4

On June 22, 2016, the Planning Commission of the City of Manhattan Beach granted 128 Twenty One Partners, LP by Michael Cleland, (property owner) this permit for the development described below, subject to the attached Standard and Special conditions.

Site: 128 21<sup>st</sup> Street

Description: Demolition of existing duplex and construction of a three-story single family residence with basement and attached three-car enclosed garage.

Issued by: Angelica Ochoa, Associate Planner

COMMUNITY DEVELOPMENT DEPARTMENT  
Marisa Lundstedt, Director

 FOR ML.

### Acknowledgment:

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

Signature of Permittee: \_\_\_\_\_ Date: \_\_\_\_\_

**Required Findings:** (Per Section A.96.150 of the Local Coastal Program)

*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.*

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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.

**Standard 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.
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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.

**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 106.45 as shown on the approved plans.

**CITY OF MANHATTAN BEACH  
[DRAFT] PLANNING COMMISSION  
MINUTES OF REGULAR MEETING  
JUNE 22, 2016**

A Regular Meeting of the Planning Commission of the City of Manhattan Beach, California, was held on the 22<sup>nd</sup> day of June, 2016, 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: Laurie Jester, Planning Manager  
Michael Estrada, Assistant City Attorney  
Ted Faturros, Assistant Planner  
Angelica Ochoa, Associate Planner  
Rosemary Lackow, Recording Secretary

**2. AUDIENCE PARTICIPATION (3-minute limit) - None**

**3. APPROVAL OF THE MINUTES – April 27, 2016 and May 11, 2016**

April 27, 2016 Regular Planning Commission Meeting (revised draft):

A motion was MADE and SECONDED (Ortman/Conaway) to **APPROVE** the minutes of April 27, 2016, no changes.

Roll Call:

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

May 11, 2016 Regular Planning Commission Meeting:

A motion was MADE and SECONDED (Conaway/Hersman) to **APPROVE** the minutes of May 11, 2016, subject to the following change on page 5, in the 3<sup>rd</sup> paragraph:

For clarification, Commissioner Apostol summarized and the Commission was in agreement with the following recommendation: that the minimum required façade transparency be 70%, ~~but no less than~~ and if the City Council seeks guidance on reducing this number, that it be lowered to no more than 50% minimum, to be applied to all types of streets except alleys, which would be addressed in the guidelines, and add some consideration for structural limitations and interior floor plan.

Roll Call:

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

**4. PUBLIC HEARING**

06/22/16-3. Variance to Allow a Remodel/Addition to a Nonconforming Home on a Triangle-Shaped Property at 2615 N. Valley Drive (Sai/Tran)

Assistant Planner Ted Faturus summarized the staff report, explaining that the project proposes a 788 square foot first and second story addition to an existing 1,945 square foot nonconforming home (2,774 square feet total). The project would maintain existing nonconformities including a 15 foot front yard, rear yard and west side yard, while creating a new nonconforming north side yard. Mr. Faturus concluded that staff supports granting the variance per findings in the draft Resolution which he summarized.

Chair Hersman invited the Commission to direct any questions to staff.

Assistant Planner Faturus explained to Commissioner Conaway the specific calculations and formula that are part of the zoning code that when applied to the subject lot, being a triangle, result in unusual and increased dimensions for the required side and rear setbacks.

Chair Hersman opened the public hearing.

### **PUBLIC INPUT**

**Duyen Tran**, owner and applicant explained that their family has recently grown, they have outgrown their home and they need more room which will allow their children to have their own rooms plus a larger kitchen and some work space. She believes that the lot shape is a significant constraint.

**David Palombo**, adjoining neighbor on Valley to the north, stated he was concerned as to any potential impacts to his property as he very recently learned about the project.

There being no others wishing to speak, Chair Hersman closed the public hearing and invited the Commission to discuss the application.

### **COMMISSION DISCUSSION**

At the request of the Chair, Mr. Faturus responded to the concern expressed by neighbor David Palombo: there will be some short term effects from construction, but staff does not believe there would be significant long term impacts to his property because: the building height will be 4 feet under the maximum height limit; the majority of the project massing will be beyond Mr. Palombo's property; there will be a considerable amount of open front yard area adjoining Mr. Palombos's lot and the project lot's side yard on the north will be at least 5 feet setback, and up to 12 ½ feet.

Assistant Planner Faturus clarified for Commissioner Apostol that most lots in the Tree Section are 40 feet wide and have 4-foot sideyards. Commissioner Apostol noted that the proposed project side yards, at 5-foot minimum, are almost 20% more than most other lots in the area.

Commissioner Conaway noted he is having difficulty in making the finding of undue hardship for the project, in that the subject triangular lot is significantly larger than other variances they have looked at and the proposed house, being five bedrooms, is reasonably large, unlike other triangular lot variances that have been granted in the recent past. He is concerned that approval of a new nonconforming setback over one foot less than required (5 feet in lieu of 6.7 feet) on the north side could impact access to sunlight for the neighbor. Commissioner Conaway noted he believes that the plan can be revised to avoid creating this new northern side yard nonconformity and therefore he feels this would be a grant of a special privilege.

Commissioner Bordokas, inquired about building height and whether a condition could be imposed that would preclude the home, during construction or in the future, from being built higher than as approved in the Variance. Planning Manager Jester explained that a standard condition is included in the draft Resolution that requires that the project be built in substantial compliance with the Variance approved plans but this condition could be strengthened by the Commission to specifically address building height.

Commissioner Apostol stated that he would be uncomfortable in imposing a condition that would limit the proposed home in the future to a height less than the code allows, as he doesn't feel the Commission has such authority in the current code. Commissioner Apostol added his observation that the lot is very unusual – not only is it a triangle but it also has a clipped corner at the rear to create an artificial rear lot line, and also he believes that more light and air is actually provided as a direct result of the lot's triangle shape. He believes

that the encroachment of 1.7 feet into the north setback which occurs only at two limited specific points is relatively minor.

Commissioner Ortmann inquired as to the purpose of a zigzag line in the proposed wall along the north setback and Planning Manager Jester explained that the zig zag is needed to create functional interior rooms. The two main constraints are the lot's unusual shape but also, as related, the difficulty of fitting a rectangular structure with functional and adequately sized interior rooms on a triangular lot. Assistant Planner Faturus explained that the actual setback on the north side ranges from 5 feet to 12.5 feet and Ms. Jester added that the project is as much as 6 feet under the height limit and provides only 84% of the maximum allowed buildable floor area. Ms. Jester emphasized that if the Variance plan as proposed is approved, the applicant would be required to amend the Variance if in the future they or a future owner wished to increase the height or push the building wall further out to the limits in the code.

Commissioner Bordokas pointed out that the north side setback varies from as much as 12.5 feet to 8.5 feet and at the narrowest point, 5 feet, with the majority of the north side yard being 12.5 feet wide. She believes this variation, rather than a straight wall line is a positive aspect of the project.

After additional discussion about the lot's geometry and confirmation of existing nonconformities, Commissioner Conaway reiterated his difficulty to make the finding of undue hardship in that he felt that the effect of the lot's shape on the number or shape of interior rooms or space is not relevant because he believes design issues can be remedied without creating a new nonconformity.

At Commissioner Ortmann's request Planning Manager Jester summarized the justification for finding number one, as in the draft resolution, that, given the lot's triangular shape and long frontage, the strict application of the setback requirements would result in an undue hardship in creating a fluid and functional floor plan. Ms. Jester pointed out areas of the floor plan including the first floor kitchen and second floor bedrooms and hallway which would be pinched or crooked without the variance. Assistant Planner Faturus explained that project floor plan and setbacks were also influenced by the need to provide second story supplemental setbacks and also confirmed that even if the north side yard were to be 6.7 feet wide, a Variance would still be necessary due to the amount of floor area being added while maintaining existing nonconforming setbacks.

Commissioner Conaway reiterated that he does not see the relevance of issues related to an achievable specific number of bedrooms or hallway design.

#### PLANNING COMMISSION ACTION

Commissioner Apostol noted that Commissioner Conaway's comments and points made for this case are very important as is consideration for precedent. Commissioner Apostol stated his support based on his belief that the project will be consistent and complimentary to the homes in the surrounding neighborhood, with a height and floor area well within the code limits, with no compromises to public safety, and the conditions of the lot including the lot shape and geometry are very unusual circumstances that create a unique hardship for the applicant.

A motion was MADE and SECONDED (Apostol/Bordokas) to **APPROVE** the subject Variance and **ADOPT** the draft Resolution as submitted.

Roll Call:

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

Planning Manager Jester noted that the project is approved and will be put on the City Council consent calendar on the July 5<sup>th</sup> with a recommendation to receive and file the Commission's decision.

06/22/16-4. Request for Public Hearing for Coastal Development Permit No. CA 15-41 for the Demolition of a Duplex and Construction of a New Three-Story Single Family Residence with Basement and Enclosed Three-Car Enclosed Garage in the Appealable

## Area of the Coastal Zone (Cleland)

Planning Manager Laurie Jester introduced the subject Coastal Development Permit application and gave a brief background of the public review process under applicable coastal regulations. Ms. Jester noted the project, demolition of an existing duplex and construction of a new conforming single family home is a “minor development” that is located within the “appealable area” of the City’s coastal zone.

Angelica Ochoa, Associate Planner presented detailed information regarding the project proposal of a new single family residence with attached three-car garage, noting that a request for a public hearing has been timely filed by a nearby property owner, Judy Forman who lives at 125 20<sup>th</sup> Street. Ms. Ochoa displayed a powerpoint presentation showing the relative location of the subject site, surrounding streets and properties. And concluded that the Staff recommendation is to approve the coastal permit application, subject to conditions in the draft resolution.

Chairperson Hersman invited the Commission to ask questions of staff.

In response to an inquiry by Commissioner Bordokas, Planning Manager Jester affirmed that the core purpose of the Coastal regulations is to protect public access to coastal resources and that the Commission can add additional conditions that are deemed appropriate.

Associate Planner Ochoa explained the purpose and process of obtaining a Construction Management and Parking Plan (CMPP), a relatively new type of requirement for construction projects, intended to regulate traffic and parking related to construction sites. It is reviewed and approved by the City’s Traffic Engineer who sets conditions for construction parking and loading to minimize impacts to the surrounding neighborhood. The Commission can require that special requirements be included in the CMPP for the project by including such in the Coastal Development Permit.

Chairperson Hersman opened the public hearing and invited input, asking that speakers limit themselves to 3 minutes.

### PUBLIC HEARING

**Elizabeth Srour**, representing applicant Michael Cleland addressed the Commission upon receiving permission from the Chair to exceed 3 minutes. Ms. Srour gave an overview of the project emphasizing it is in complete conformance with all applicable coastal requirements including access. She described a neighborhood meeting called by the applicant at the site in April and seven neighbors attended although the requester of this hearing was not able to attend. Ms. Srour requested that the owner’s request be regarded in the same manner as similar projects on similar lots in the same area.

Chair Hersman requested clarification and was advised by the Assistant City Attorney that all speakers are subject to a 3-minute speaking limit, unless the Commission grants additional time.

**Michael Cleland**, applicant, stated he works very hard to address neighbor concerns near his projects, has met with the neighbors once and will extend this opportunity again prior to demolition. As this is a “spec” project, his goal is to complete the project as quickly as possible which he believes will minimize impacts.

**Judith Forman**; 125 20<sup>th</sup> Street and requester of the public hearing, has three areas of concern: that a proposed subterranean garage level for two additional on-site “supplemental parking” spaces may cause structural damage to her or others properties; that the approval of the project will add inadvertently, more traffic and parking demands especially on 20<sup>th</sup> Place often used by vehicles cutting through to avoid Marine Avenue (including a corner vision hazard at Ocean Drive) and lastly that there will be many short term construction impacts. She requested that the Commission consider imposing a condition prohibiting the basement supplemental parking.

**Daryl Abrams**, 21<sup>st</sup> Street neighbor lives directly next door to the project, and wants to reserve his rights to future claims discussed and not discussed tonight. His concern is that the City makes sure the building is constructed properly especially regarding the basement construction. He has commissioned an engineering report for his own property as a safeguard. Regarding parking on 21<sup>st</sup> Street there are no “No Parking” signs

and he feels that this situation has been overlooked by the city and requested that construction parking be looked at very carefully.

**Nathan Schmidt**, lives directly behind the project and shares concerns regarding parking and traffic expressed by other speakers, but also has concerns regarding asbestos removal that will be done during the demolition and is concerned that there will be adequate oversight of the demolition.

**Christina Schmidt**, wife of last speaker, shares concerns about the basement construction and possible future damage to her property from exaction and is also concerned about the demolition and possible release of asbestos as she is 5 months pregnant. She requests prior notification when the demolition is to be done and would like information as to the way the asbestos removal will be contained and disposed of. She also would like to know what plans there are, if submitted to the City yet, for contractor parking during construction. She reserves her rights for future claims for anything said or not said.

Chairperson Hersman closed the public hearing.

At the request of the Chair and members of the Commission, Planning Manager Jester responded to issues raised by the public. Ms. Jester explained that building applicants must prepare detailed plans prepared by licensed professionals including an engineer for structural issues. Plans are extensively reviewed by professional engineers and then during construction, inspections are conducted periodically at each major stage of the work. Double basements are very common in the city and such designs require shoring and very detailed review and many technical reports are filed and available for public review. As to asbestos, this is an aspect that is rigorously regulated by the state, and specialized licensed contractors perform the removal. Reports must be filed and she believes that these are available to the public. Ms. Jester clarified that a “double basement” is two stories underground and while this is not uncommon in the City, the subject project has only one level underground, which is very common. Ms. Jester noted she is not aware of any common problems with residential basement construction and in general, is aware of only one project that has had difficulty with a basement construction in sand, in which case a “hardpan” soil condition was discovered when structural caissons were being installed, but this was a very unusual situation.

Chair Hersman reopened the public hearing to allow additional input.

**Nathan Schmidt** advised the Commission that the applicant has just informed him that the asbestos has already been removed on the site. He asked whether there is any further monitoring for presence of asbestos.

Chair Hersman closed the public hearing.

### COMMISSION DISCUSSION

Commissioner Bordokas pointed out that many issues raised are great concerns but she thinks caution should be exercised because she does not believe the construction related issues are within the purview of the Planning Commission.

Commissioner Conaway noted that most of the issues expressed are not within the Commission’s purview and are probably more suited for the City Council, however he believes the issues are very important, citing the questions about basement excavation in sand and air quality impacts from asbestos removal activity.

Commissioner Ortmann noted he believes that the issues raised in this hearing are within the purview of the Commission because this hearing represents the first contact for neighbors in airing their concerns and the concerns will be passed on to the City Council. Commissioner Ortmann also noted he felt advance notice of asbestos removal perhaps should be required.

Planning Manager Jester noted that all asbestos removal activities cannot occur until a permit is received from the City and upon completion of the work a report is filed and emphasized that the removals are strictly regulated and monitored and any such filed reports are a public record.

Chair Hersman noted that with the asbestos removal being highly regulated activity, trusts the methods being used in the City are being done properly.

Planning Manager Jester noted that the Commissions concerns regarding asbestos removal protocols will be passed on to the City Council and this is timely as construction rules and protocols are currently being reviewed. Ms. Jester clarified that Construction Management Parking Plans are issued prior to issuance of any demolition permit.

Commissioner Bordokas noted that she was surprised that there was objection to the basement parking as this design will allow owners to store more vehicles on their own property.

Commissioner Apostol expressed that he is sensitive to all the neighbors' issues, and believes that the City is trying very hard to work on construction protocols and restrictions but the challenge ongoing is to balance rights, for owners who wish to develop and for neighbors who want to enjoy their own properties without undue impacts. Neighbors should be able to rely on projects being built safely and to codes. Regarding asbestos, he believes from his experience that this is performed in such a way that all contamination if any, is kept on the demolition site and removed, but perhaps neighbors should be notified in advance. Although most of the issues raised do not fall within the purview of the Planning Commission, and are issues instead of Citywide importance, he recognizes that the project is in compliance with the coastal and zoning regulations and he is inclined to support the project.

### PLANNING COMMISSION ACTION

A motion was MADE and SECONDED (Apostol/Conaway) to **APPROVE** the subject Coastal Development Permit at 128 21<sup>st</sup> Street and **ADOPT** the draft Resolution as submitted.

Roll Call:

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

#### 5. DIRECTOR'S ITEMS - None

#### 6. PLANNING COMMISSION ITEMS

Commissioner Bordokas requested the status of the Manhattan Village Mall major enhancement project. Planning Manager Jester stated that building permits have not been issued, in fact construction plans have not yet been submitted for plancheck. However, remodeling plans have been submitted for CVS, Ralphs, Coco's and the interior of the enclosed mall. The Assistant City Attorney was not aware of any updates on litigation related to the mall.

#### 7. TENTATIVE AGENDA – July 13, 2016

Planning Manager Jester advised that the Downtown Specific Plan update will not be occurring on this date, and it is likely that the July 13<sup>th</sup> meeting will be canceled, so the next Planning Commission meeting will be July 27<sup>th</sup>. Planning Manager Jester also clarified that there will **not** be a special meeting on June 29<sup>th</sup>.

#### 8. ADJOURNMENT

The meeting was adjourned at 8:50 pm to Wednesday, July 13, 2016 the City Council Chambers, City Hall, 1400 Highland Avenue.

ROSEMARY LACKOW  
Recording Secretary

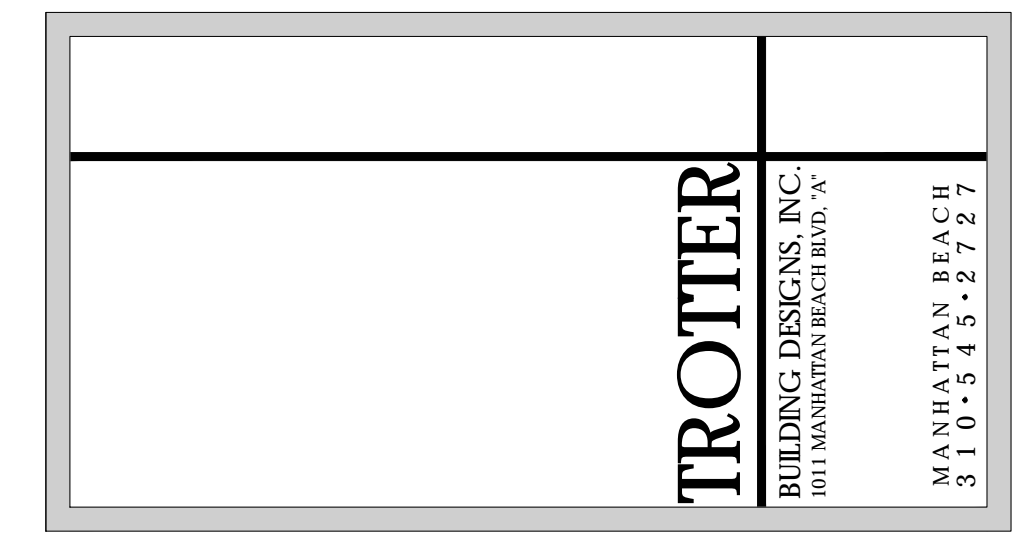


ATTEST:

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MARISA LUNDSTEDT  
Community Development Director





# A PROPOSED SINGLE FAMILY RESIDENCE FOR SURFSIDE PROPERTIES

## AT 128 21ST ST., MANHATTAN BEACH, CA

**PROJECT CONTACTS:**

**Owner:** SURFSIDE PROPERTIES  
Primary Contact: MIKE CLELAND

**Designer:**  
TROTTER BUILDING DESIGNS, INC.  
1011 Manhattan Beach Blvd., Suite A  
Manhattan Beach, CA 90266  
P: (310) 545-2727 F: (310) 545-2722  
www.TrotterBuildingDesigns.com

**Structural Engineer:**  
Geotech Engineering Structures, Inc.  
Brian B. Khoury  
e-mail: brian@engineering-structures.com  
P: (909) 615-6962 F: (949) 203-6214

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S2.1 BASEMENT/FOUNDATION FRAMING PLANS  
S2.2 2ND/3RD FLOOR FRAMING PLANS  
S2.3 ROOF FRAMING PLANS

**PROJECT DATA:**

**OWNER:** SURFSIDE PROPERTIES  
128 21st ST.  
MANHATTAN BEACH, CA

**SITE:** LOT 11, BLOCK 7, SUBDIVISION NO. 2 OF NORTH MANHATTAN BEACH M.B. 2-1

**APN:** 4178-011-002

**CONSTRUCTION:** V-B (FULLY SPRINKLERED) | **AD:** III

**OCCUPANCY:** R3/U | **ZONING:** RM

**STORIES:** 3 + BASEMENT

**COMPLYING CODES:** 2013 CRC, CBC, CMC, CPC, CBC, CGB, CA ENERGY EFFICIENCY CODE, & TITLE 24

**MAX. BLDG. HEIGHT:** 75.72' + 77.69' + 77.13' + 75.26' = 305.88'/4 = 76.45'

**LOT COVERAGE:** 2,700 (LOT) X 1.6 = 4,320 SF MAX. BFA  
3,894 SF (HOUSE) + 65 SF (STAIRS @ BASEMENT) + 76 SF (GARAGE) = 4,035 SF  
4,035 SF (PROPOSED) > 4,320 SF (REQUIRED)

**DEFERRED SUBMITTALS:**

DEFERRED SUBMITTAL ITEMS SHALL BE REVIEWED BY THE ARCHITECT OR ENGINEER OF RECORD AND SHALL FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN REVIEWED AND THAT THEY HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN OF THE BUILDING. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL. ITEMS LISTED BELOW SHALL BE SUBMITTED UNDER SEPARATE PERMIT.

- HYDROLOGY/SUMP PUMP CALCS
- FIRE SPRINKLER SYSTEM
- SHORING, PLANS
- GRADING
- CAR LIFT (SHOP DRAWINGS TO BE STAMPED/SIGNED BY REGISTERED ENGINEER PRIOR TO FABRICATION)

**AREA BREAKDOWN:**

BASEMENT :	1,029 SQ. FT.
1ST FLOOR :	999 SQ. FT.
2ND FLOOR :	1,509 SQ. FT.
3RD FLOOR :	1,386 SQ. FT.
TOTAL LIVING :	4,923 SQ. FT.
GARAGE :	676 SQ. FT.
SUB-GARAGE :	502 SQ. FT.
OPEN SPACE:	

Required: (4,923 sf (total living) + 76 sf (garage) + 502 sf (sub)) x 15% = 825.15 sq. ft.

**FIRST FLOOR:** 67 sf @ Rec Room

**SECOND FLOOR:** 143 sf @ Master Bedroom  
59 sf @ Porch

167 sf @ Bedrooms  
369 sf total @ 2nd Floor

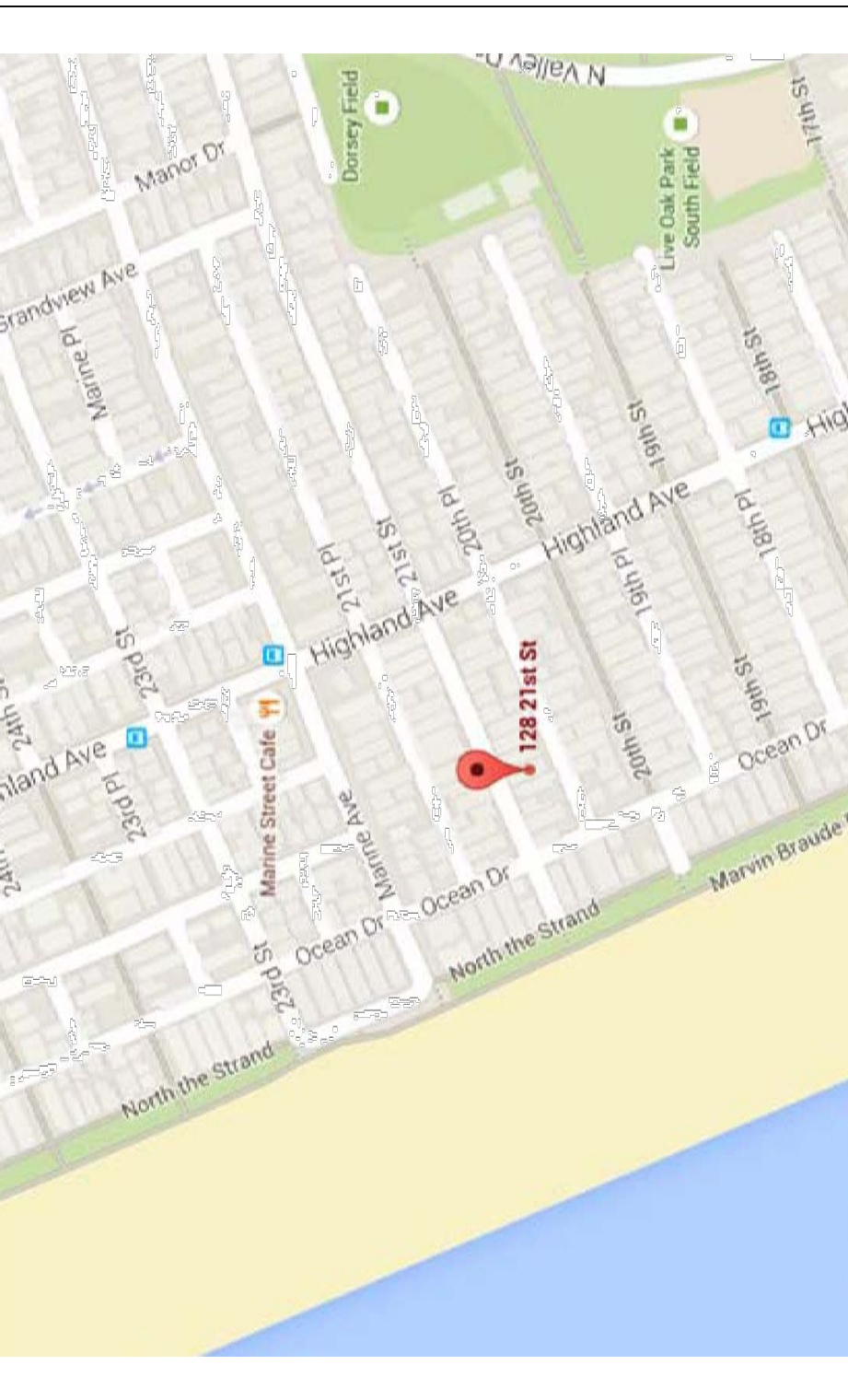
**THIRD FLOOR:** 218 sf @ Family Room  
172 sf @ Den  
390 sf total @ 3rd Floor

826 sf (Proposed)

**DEFERRED SUBMITTALS:**

DEFERRED SUBMITTAL ITEMS SHALL BE REVIEWED BY THE ARCHITECT OR ENGINEER OF RECORD AND SHALL FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN REVIEWED AND THAT THEY HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN OF THE BUILDING. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL. ITEMS LISTED BELOW SHALL BE SUBMITTED UNDER SEPARATE PERMIT.

- HYDROLOGY/SUMP PUMP CALCS
- FIRE SPRINKLER SYSTEM
- SHORING, PLANS
- GRADING
- CAR LIFT (SHOP DRAWINGS TO BE STAMPED/SIGNED BY REGISTERED ENGINEER PRIOR TO FABRICATION)



**PLANNING NOTES:**

- SEPARATE PERMITS AND PLANS ARE REQUIRED FOR SPAS, POOLS, SOLAR SYSTEMS, DEMOLITION AND SEWER CAPS OF EXISTING BUILDINGS. IF SUCH IMPROVEMENTS OR DEMOLITION IS REQUIRED AS A CONDITION OF AN APPROVAL FOR DISCRETIONARY ACTIONS OR TO COMMENCE BUILDING, THEN SUCH PERMITS MUST BE OBTAINED BEFORE OR AT THE TIME THIS PROPOSED BUILDING PERMIT IS ISSUED.
- FENCE, WALL, HANDRAIL HEIGHTS, AS MEASURED FROM THE LOWEST FINISHED GRADE ADJACENT TO EACH SECTION OF THESE STRUCTURES MAY BE A MAXIMUM OF 42" IN HEIGHT IN THE FRONT SETBACK, AND 6'-0" AT ALL OTHER LOCATIONS ON THE SITE (3'-0" IF OBSTRUCTING DRIVEWAY VISIBILITY).
- ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION SYSTEM AND SIMILAR SERVICE WIRES AND CABLES SHALL BE INSTALLED UNDERGROUND FOR ALL NEW BUILDINGS. (MBMC 9.12.140) UNDERGROUND FUTURE STUB-OUT IS REQUIRED IF REMODEL IS OVER 50% (MBMC 9.12.130)
- AN APPROVED BACKWATER VALVE IS REQUIRED FOR DRAINAGE PIPING SERVING FIXTURES LOCATED BELOW THE ELEVATION OF THE NEXT UPSTREAM MANHOLE COVER.
- VISIBILITY OF DRIVEWAY CROSSING A STREET PROPERTY LINE SHALL NOT BE BLOCKED BETWEEN A HEIGHT OF 3 FT. & 9 FT. FOR A DEPTH OF 5FT. FROM THE STREET PROPERTY LINE AS VIEWED FROM THE EDGE OF THE RIGHT-OF-WAY ON EITHER SIDE OF THE DRIVEWAY AT A DISTANCE OF 15 FT. OR AT THE NEAREST PROPERTY LINE INTERSECTION OF THE STREET PROPERTY, WHICHEVER IS LESS (MBMC 10.64.130).
- REQUIRED PARKING AREA IS TO BE 18X19' CLEAR OF ANY OBSTRUCTIONS NOT LESS THAN SEVEN (7) ABOVE FINISH FLOOR TO ANY CEILING, BEAM, PIPE, VENT, MECHANICAL EQUIPMENT, OR SIMILAR OBSTRUCTION. (MBMC 10.64.100C)
- PARKING IS NOT PERMITTED IN REQUIRED YARDS OR OPEN SPACE EXCEPT FOR A 20 FOOT WIDE FRONT YARD DRIVEWAY ACCESSING A GARAGE IN AREA DISTRICTS I & II, OR ONE INTERIOR SIDE YARD IN AREA DISTRICTS III & IV. A TREE REMOVAL PERMIT OR TREE PROTECTION PLAN IS REQUIRED FOR THE REMOVAL OR PRESERVATION OF TREES WITHIN THE FRONT YARD (RESIDENTIAL ZONES, AREA DISTRICT II WEST OF SEPULVEDA BOULEVARD--MBMC 10.52.120) \*\*SEE TREE PROTECTION REQUIREMENTS NOTES\*\*.
- AT LEAST 20% OF ALL VISIBLE PORTIONS OF A REQUIRED FRONT OR CORNER SIDE YARD ADJOINING A STREET SHALL BE PLANTING AREA (MBMC 10.12.030 (O)). EXCEPTION: THE DIRECTOR OF COMMUNITY DEVELOPMENT MAY GRANT AN EXCEPTION FOR A PORTION OF THE AMOUNT OF REQUIRED LANDSCAPING, NOT TO EXCEED 75% OF THE TOTAL, IN ORDER TO ACCOMMODATE DRIVEWAYS AND WALKWAYS.
- NEW UTILITY METER BOXES/LINES AND SCREENING ( METER NEED NOT BE SCREENED ) IF LOCATED ON THE INTERIOR SIDE OF A DWELLING AND RECESSED BEHIND SETBACK MBMC 10.60.090(B)). PROVIDE GAS COMPANY (310)793 4290) APPROVAL OF METER LOCATIONS IN AREA DISTRICTS III & IV.
- A NEW 36" BOX TREE TO BE DESIGNATED AS A PROTECTED TREE WITH A NEW TREE PERMIT. (REQUIRED FOR PROJECTS OVER 50% VALUATION UNLESS PLANNING DETERMINES THAT A NEW TREE IS INAPPROPRIATE FOR THE PROPERTY)
- TREE PERMIT WITH A TREE PROTECTION PLAN:

- PROTECTED TREE(S) MAY NOT BE REMOVED OR RELOCATED WITHOUT PRIOR APPROVAL.
- TREE(S) SHALL BE PROTECTED WITH REQUIRED FENCING AND ADVISORY SIGNS WITH TREE PROTECTION REQUIREMENTS SHALL BE CLEARLY POSTED ON THE SITE AND PROPERLY MAINTAINED.
- NO TRASH, CONSTRUCTION MATERIAL OR DEBRIS, DIRT, PORTABLE TOILETS, OR ANY OTHER MATERIAL SHALL BE PLACED WITHIN THE PROTECTIVE FENCING AREA.
- PROVIDE 2" MULCH IN PROTECTIVE AREA.
- PROVIDE IRRIGATION (SOAKER HOSE) CIRCLING AROUND PROTECTIVE AREA STARTING AT A MINIMUM DISTANCE OF 1' AWAY FROM TREE TRUNK.
- NO GRADING WITHIN THE PROTECTIVE FENCING AREA.
- ANY PRUNING OF BRANCHES OR ROOTS MUST COMPLY WITH AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI A300) PRUNING STANDARDS.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPROVED PLANS.
- ANY PROPOSED REVISIONS REQUIRE PRIOR APPROVAL BY THE CITY OF MANHATTAN BEACH.
- A SECURITY DEPOSIT MAY BE REQUIRED TO ENSURE THE EXISTING TREE(S) ARE PROTECTED.
- VIOLATIONS OF THE TREE PRESERVATION REGULATIONS MAY RESULT IN EXTENSIVE FINES.

**GENERAL NOTES:**

- PROVIDE 3" CLEARANCE ON ALL SIDES, BACK AND TOP AND 6" IN FRONT OF THE FURNACE AND WATER HEATER.
- PROVIDE (2) ANCHOR STRAPS FOR WATER HEATER. (CFC-510.5)
- RECEPTACLE OUTLETS SHALL BE LOCATED WITHIN 12 TO 15 INCHES OFF THE FLOOR. (NEC 210.50 (D)).
- LIGHT SWITCHES WILL BE INSTALLED WITHIN 34 TO 48 INCHES OFF THE FLOOR.
- THE USE OF ALUMINUM WIRE IS NOT PERMITTED.
- GAS FIRED APPLIANCES EQUIPPED WITH INTERMITTENT IGNITION DEVICES.
- "AN EXCAVATION/CONSTRUCTION" PERMIT SHALL BE OBTAINED PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS WITHIN PUBLIC RIGHT OF WAY. THIS INCLUDES, BUT IS NOT LIMITED TO, STANDARD SIDEWALKS, CURBS, GUTTERS, DRIVEWAY APPROACHES, OR UNDERGROUNDING OF UTILITIES.
- BUILDING, GRADING, AND DEMOLITION PERMITS TO COMPLY WITH MANHATTAN BEACH ZONING CODE.
- FACTORY FIREPLACES SHALL HAVE:
  - TIGHT FITTING, CLOSEABLE METAL OR GLASS DOORS.
  - OUTSIDE AIR INTAKE WITH DAMPER AND CONTROL.
  - FLUE DAMPER AND CONTROL.
- NO CONTINUOUS BURNING GAS PILOTS ALLOWED
- 4" DIAMETER SPHERE MAY NOT PASS THROUGH THE INTERMEDIATE RAILS
- FENCE HEIGHTS, AS MEASURED FROM THE LOWEST FINISHED GRADE ADJACENT TO EACH SECTION OF THESE STRUCTURES, MAY BE A MAXIMUM OF: 42" IN THE FRONT YARD SETBACK, AND 6' AT OTHER LOCATIONS ON SITE (3' IF OBSTRUCTING DRIVEWAY VISIBILITY).
- PROVIDE LANDSCAPE IRRIGATION SYSTEM BACK FLOW PREVENTION DEVICE. ONLY LOS ANGELES COUNTY HEALTH DEPARTMENT APPROVED DEVICES MAY BE USED.
- ALL HOSE BRIS ARE TO PROTECTED BY A BACK FLOW PREVENTION DEVICE.
- PROVIDE SMOKE DETECTORS IN EVERY LEVEL PER CBC SECTION 310.9. SMOKE DETECTORS SHALL BE ON PERMANENT WIRING WITHOUT AND DISCONNECTING SWITCH OTHER THAN THOSE FOR OVERCURRENT PROTECTION, INTERCONNECTED AND EQUIPPED WITH BATTERY BACK-UP.
- BUILDING ADDRESS SHALL BE PROVIDED ON THE BUILDING IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET. ADDRESS NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND, 4" HIGH MINIMUM AND WITH A MINIMUM STROKE WIDTH OF 0.5"-PER SECTION. R319.1
- WATER CLOSERS SHALL BE EQUIPPED WITH "ULTRA LOW FLUSH" TYPE WITH 1.6 GALLONS MAXIMUM PER FLUSH, SHOWER HEADS (2.5 GPM) AND FAUCETS (2.2 GPM).
- CONTROL VALVE FOR SHOWER SHALL BE OF THE PRESSURE BALANCE OR THERMOSTATIC MIXING VALVE TYPE PER CPC SECTION 410.7.
- A TWO-STAGE THERMOSTAT, WHICH CONTROLS THE SUPPLEMENTARY HEAT ON ITS SECOND STAGE, SHALL BE PROVIDED FOR HEAT PUMPS. THERMOSTATS SHALL BE EQUIPPED WITH AN AUTOMATIC SETBACK, WHICH THE BUILDING OCCUPANT CAN PROGRAM TO AUTOMATICALLY SET BACK THE THERMOSTAT TWICE IN 24 HOURS.
- ALL FAN OR BLOWER SYSTEMS THAT EXHAUST AIR FROM THE CONDITIONED BUILDING ENVELOPE TO THE OUTSIDE SHALL BE PROVIDED WITH BACKDRAFT DAMPERS.
- ELECTRICAL CONTRACTOR SHALL SUBMIT LOAD CALCULATIONS TO BUILDING DEPARTMENT TO JUSTIFY SIZE OF ELECTRICAL SERVICE PRIOR TO ISSUANCE OF ELECTRICAL PERMIT.
- PROVIDE PEDESTRIAN PROTECTION DURING CONSTRUCTION IF THERE IS A PUBLIC SIDEWALK @ STREET SIDE
- ALL WORK SHALL CONFORM TO THE STANDARDS SET FORTH IN THE 2013 CBC, CPC, CMC, CEC, CGB AND T-24.
- THIS PROJECT COMPLIES WITH TITLE 24 REQUIREMENTS FOR ZONE 6 USING THE COMPUTER PERFORMANCE METHOD. SEE COMPLIANCE CHECKLIST AND FORM CF-IR.
- ALL CONTRACTORS SHALL VISIT THE SITE AND EXAMINE ALL DRAWINGS PRIOR TO COMMENCING WORK, AND REPORT ANY DISCREPANCIES TO THIS OFFICE SO THAT THE MATTER MAY BE RESOLVED.
- ALL PROPERTY LINES, EASEMENTS AND PROPOSED STRUCTURES, OVERHEAD POWER LINES AND ABANDONED OIL WELLS ARE SHOWN ON THE SITE PLAN.
- AQMD NOTIFICATION IS REQUIRED 10 DAYS PRIOR TO BEGINNING ANY PARTIAL OR COMPLETE DEMOLITION WORK.
- RECEPTACLE OUTLETS SHALL BE SPACED @ 12" O.C. MAX. AND SHALL BE LOCATED WITHIN 6' OF DOOR OPENINGS (E.G. CLOSET DOORS, ETC.). ALSO, EVERY 2' OR WIDER OF WALLS, OUTLETS ALSO REQUIRED FOR COUNTER TOPS @ 4" O.C. AND WITHIN OF 2' OF ENDS OR BREAKS OR COUNTERS, ETC.
- USE 2X6 MAXIMUM STUDS FOR PLUMBING, WALLS
- STUCCO LATH AND DRYWALL SHALL BE NAILED TO ALL STUDS AND TOP BOTTOM PLATES.
- USE 2-#15 FET BACKING WHEN STUCCO IS APPLIED OVER PLYWOOD. CBC SEC12501.4.
- FIRE BLOCK STUD WALLS (AT 10' INTERVALS (HORIZONTAL AND VERTICAL), ENCLOSED AND CONFLEADED SPACES, AND AT OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS, BETWEEN ATTIC AND CHIMNEY CHASE, AT STAIR STRINGERS, AND SIMILAR PLACES AT CEILING.
- CHECK CITY RECORD FOR THE EXISTENCE OF ABANDONED CESSPOOL/SEPTIC TANKS.
- ANY EXISTING, ABANDONED CESSPOOL OR SEPTIC TANK SHALL BE LOCATED, CITY INSPECTION SHALL ALSO BE REQUIRED PRIOR TO THE ISSUANCE OF DEMO OR BUILDING PERMIT.
- FIRE SPRINKLERS ARE REQUIRED IN GARAGE PER CITY REQUIREMENTS.
- SUB-CONTRACTOR TO SUBMIT PLANS TO CITY PRIOR TO PULLING A FIRE SPRINKLER PERMIT.
- BUILDING ADDRESS SHALL BE PROVIDED ON THE BUILDING IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET. ADDRESS NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND, 4" HIGH MINIMUM AND WITH A MINIMUM STROKE WIDTH OF 0.5"-CBC SECT. 501.2
- DECORATIVE CHIMNEY CAPS SHALL BE A PART OF THE APPROVED CHIMNEY ASSEMBLY.
- PROVIDED SCREENING OF UTILITY METERS (NEED NOT BE SCREENED IF LOCATED ON INTERIOR SIDE OF A SINGLE FAMILY DWELLING, AND DOES NOT ENCRoACH INTO REQUIRED YARDS).
- "FITTING TO PLUMB FOR FUTURE SOLAR WATER HEATING.
- INSTALL ON THE COOLD WATER SUPPLY PIPE AT THE TOP OF THE WATER HEATER A CAPPED PERMIT.
- A MASONRY OR FACTORY-BUILT FIREPLACE SHALL HAVE THE FOLLOWING: (TITLE 24, PART 6, CHAPTER 7, SECTION 1506(01))
- CLOSEABLE METAL OR GLASS DOORS COVERING THE ENTIRE OPENING OF THE FIREBOX.
- A COMBUSTION AIR INTAKE TO DRAW AIR FROM THE OUTSIDE OF THE BUILDING DIRECTLY INTO THE FIREBOX, WHICH IS AT LEAST SIX SQUARE INCHES IN AREA AND IS EQUIPPED WITH A READILY ACCESSIBLE, OPERABLE, AND TIGHT-FITTING DAMPER OR COMBUSTION-AIR CONTROL DEVICE (EXCEPTION: AN OUTSIDE COMBUSTION -AIR INTAKE IS NOT REQUIRED IF THE FIREPLACE WILL BE INSTALLED OVER CONCRETE SLAB FLOORING AND THE FIREPLACE WILL NOT BE LOCATED ON AN EXTERIOR WALL.); AND
- A FLUE DAMPER WITH A READILY ACCESSIBLE CONTROL.
- ALL UTILITIES SERVING THE SITE SHALL BE INSTALLED PER CITY OF MANHATTAN BEACH "STANDARD UNDERGROUND CONNECTION", SUBJECT TO FIELD INSPECTION AND VERIFICATION. (MCMB 9.12.140)

**CLIENT:** SURFSIDE PROPERTIES

**JOB SITE:** 128 21st ST.  
MANHATTAN BEACH, CA

CC#1: 01-20-2016  
CC#2: 02-22-2016  
PC#1: 02-23-2016  
PC#2: 05-04-2016

**REVISIONS:**

- 
- 
- 

**ENGINEER:** BRIAN B. KHOURY  
ENGINEERING STRUCTURES, INC.  
P: (909) 615-6962  
F: (949) 203-6214  
e-mail: brian@engineering-structures.com

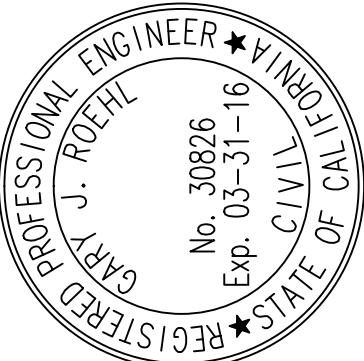
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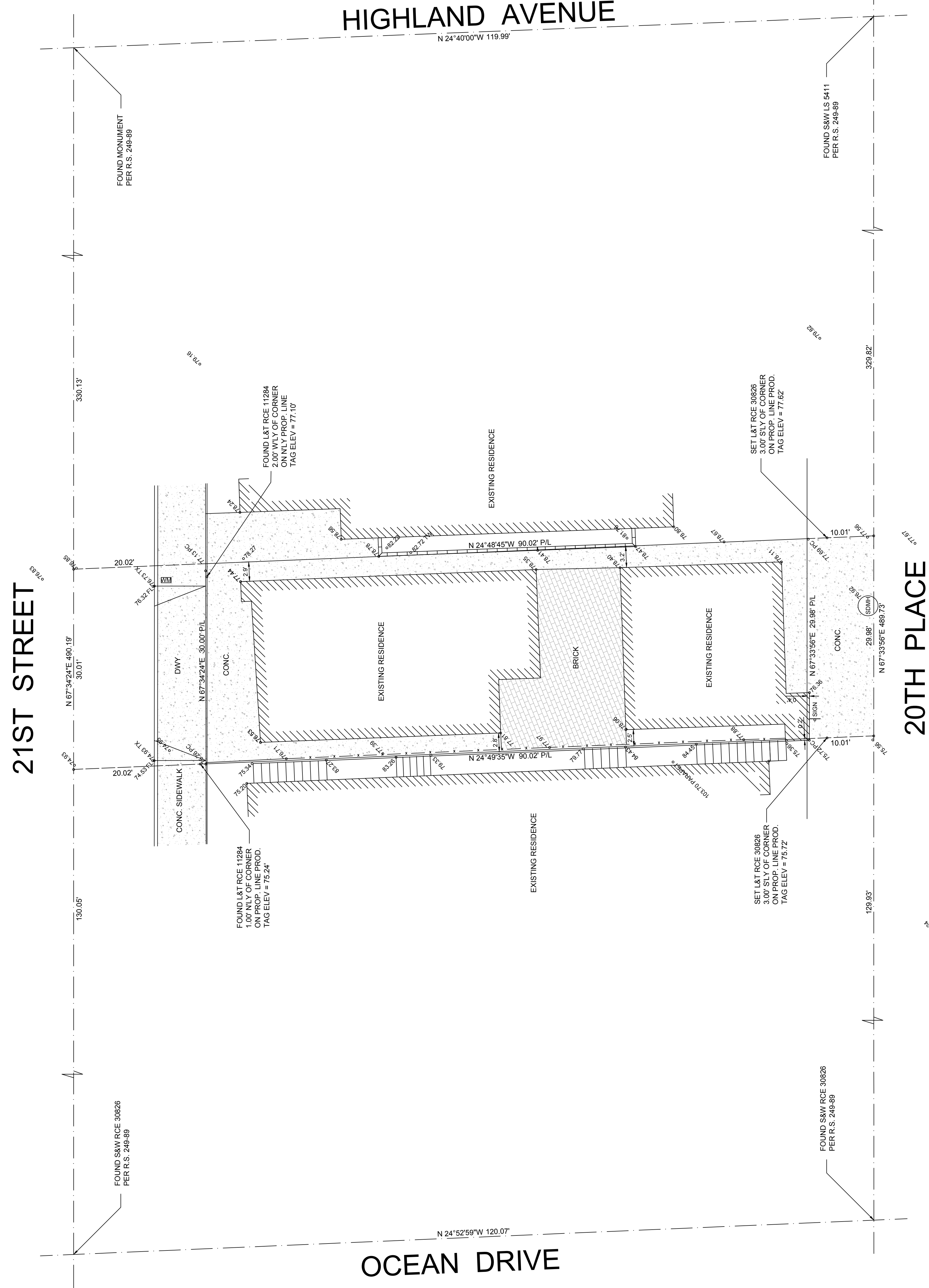




**LEGEND**

- EXISTING BUILDING
- CONCRETE
- EXISTING ELEVATION
- EXISTING CONTOUR
- BLOCK WALL
- EXISTING FENCE
- BEGINNING OF CURB RETURN
- CHANK LINK
- EASTERLY
- WESTERLY
- LEAD AND TAG
- FINISH FLOOR
- FINISH FLOOR ABOVE FINISH FLOOR
- FINISH FLOOR BELOW FINISH FLOOR
- GAS METER
- WATER METER
- MANHOLE
- NORTHERLY
- SOUTHERLY
- PROPERTY LINE (PROP. CORNE)
- PROPERTY LINE (PROP. LINE)
- POWER POLE
- PARAPET
- SPIKE
- SANITARY SEWER CLEAN OUT
- SEWER CLEAN OUT
- STATE
- STREET LIGHT
- TOP OF CURB
- TOP OF DRIVEWAY APRON
- WATER METER
- WESTERLY
- WOOD DECK

**COPYRIGHT**  
 DENN ENGINEER, TORRANCE, CALIFORNIA  
 WITH THE WRITTEN CONSENT OF DENN ENGINEERS  
 SHALL RELIEVE DENN ENGINEERS FROM ANY LIABILITY FOR THE ACCURACY OF THIS SURVEY AND ANY  
 MODIFICATIONS, INCLUDING ANY ATTORNEY'S FEES  
 COSTS INCURRED IN ANY PROCEEDING THAT DENN  
 ENGINEERS MAY BE CALLED.  
 BOUNDARY MONUMENTS ARE NOT NECESSARY  
 SET ON PROPERTY CORNERS. PLEASE REFER  
 DISTANCES. IF THERE ARE ANY QUESTIONS,  
 PLEASE DO NOT HESITATE TO CONTACT DENN  
 ENGINEERS AT (310) 542-9403. M-F 8:00 AM TO 5:00 PM.



SCALE 1" = 8'

**NOTE:**  
 A TITLE POLICY HAS BEEN PROVIDED AND REVIEWED BY DENN ENGINEERS AT THE  
 TIME OF THIS SURVEY. ANY READILY AVAILABLE ITEMS AFFECTING THIS PROPERTY  
 HAVE BEEN PLOTTED BASED ON PROVIDED DOCUMENTS.  
 PROVIDENT TITLE COMPANY  
 ORDER NO. 1037280  
 DATED JUNE 25, 2015

**ROOF NOTES**

ROOF MATERIAL @ FLAT (1/4"12 MIN.):  
 -3 LAYERS OF 15' REINFORCED OVERLAP PER-SECT. #905.2.2. HOT MOPPED THROUGHOUT W/ GARGLAS ENERGY CURABLE SURFACED CAP SHEET (WHILE)  
 -MINIMUM CLASS 'X' ROOF REQUIRED

**NON-VENTED ROOF**

AREA 1: SPRAY FOAM INSULATION (AIR IMPERMEABLE INSULATION) INSULATION SHALL BE APPLIED IN DIRECT CONTACT WITH THE ROOF DECK. INSULATION SHALL BE INSTALLED TO MEET THE REQUIREMENTS OF ANY UNVENTED RAFTER ASSEMBLIES. REQUIREMENTS PER ZAH COMPACT WITH CBC SECTION 8004.4 FOR CONSTRUCTION AND DEMOLITION RECYCLING ORDINANCE.

**PUBLIC WORKS NOTES**

- ALL LANDSCAPING IRRIGATION BACKFLOW DEVICES MUST MEET CURRENT CITY REQUIREMENTS FOR PROPER INSTALLATION. PUBLIC WORKS CONTRACTORS AT ANY TIME. THE IRRIGATION OR WEIR REVERSE COLLECTION SERVICE BY THE CITY SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND DEMOLITION RECYCLING ORDINANCE.
- CONSTRUCTION AND DEMOLITION RECYCLING ORDINANCE. A CLAY 6" SANDWICH SHEET LATERAL IF THERE IS NO 6" SANDWICH SHEET. SEE CITY STANDARD PLANS S-1, S-2, AND S-3. THE PLANS MUST HAVE A PROFILE OF THE DRIVEWAY. WHERE THE GARAGE LEVEL IS BELOW THE STREET DRAINAGE FLOW LINES, THE COMBINED SLOPE OF PUBLIC AND PRIVATE APPROACH SHALL NOT EXCEED 15%. PLANS MUST SHOW ELEVATIONS FOR EACH ADJOINING PROPERTY. NO APPROACH SHALL BE LOCATED BELOW THE NEXT UPSTREAM MANHOLE COVER OF THE PUBLIC SEWER. SEE CITY STANDARD PLANS S-4, S-5, AND S-6 FOR THE CITY STANDARD PLANS.
- ALL WATER METERS MUST BE INSTALLED WITH A BACKFLOW PREVENTER. THE WATER METERS SHALL BE PLACED NEAR THE PROPERTY LINE AND OUT OF THE DRIVEWAY APPROACH WHENEVER POSSIBLE. WATER METERS PLACEMENT MUST BE NEAR THE PROPERTY LINE AND OUT OF THE DRIVEWAY APPROACH WHENEVER POSSIBLE. WATER METERS PLACEMENT MUST BE NEAR THE PROPERTY LINE AND OUT OF THE DRIVEWAY APPROACH WHENEVER POSSIBLE. WATER METERS PLACEMENT MUST BE NEAR THE PROPERTY LINE AND OUT OF THE DRIVEWAY APPROACH WHENEVER POSSIBLE.
- ALL RIMPUP WATER FROM THE ROOF AND SIDE YARDS AND PATES MUST DISCHARGE ONTO 21ST ST. DRAINS MUST BE INSTALLED TO PREVENT DISCHARGES TO THE STREET AND ADJACENT PROPERTIES. RIMPUP MUST BE INSTALLED AND CONSTRUCTION SITE TO PREVENT DISCHARGES TO THE STREET AND ADJACENT PROPERTIES. RIMPUP MUST BE INSTALLED AND CONSTRUCTION SITE TO PREVENT DISCHARGES TO THE STREET AND ADJACENT PROPERTIES. RIMPUP MUST BE INSTALLED AND CONSTRUCTION SITE TO PREVENT DISCHARGES TO THE STREET AND ADJACENT PROPERTIES. RIMPUP MUST BE INSTALLED AND CONSTRUCTION SITE TO PREVENT DISCHARGES TO THE STREET AND ADJACENT PROPERTIES.

**BEST MANAGEMENT PRACTICES**

- ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETURNED ON SITE AND MAY NOT BE TRANSPORTED FROM THE CONSTRUCTION SITE TO ANY OTHER LOCATION. POLLUTANTS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND TRANSPORTED FROM THE SITE BY WIND OR WATER.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM.
- EXCESS OR WASH CONCRETE MAY NOT BE WASHED INTO PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. WASTE DRAINAGE SHALL BE MADE TO RETAIN CONCRETE WASTE ON SITE UNTIL IT CAN BE DISPOSED OF AS SOLID WASTE.
- TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO BE REMOVED FROM THE CONSTRUCTION SITE. WASTES MUST NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED TO PREVENT TRACKING OF POLLUTANTS INTO THE PUBLIC WAYS. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR BY ANY OTHER MEANS.

**TROTTER**  
 BUILDING DESIGNS, INC.  
 101 MANHATTAN BEACH BLVD., 3RD FL.  
 MANHATTAN BEACH, CA  
 3 1 0 3 4 3 7 2 7

**CLIENT:**  
 SURSIDE PROPERTIES

**JOB SITE:**  
 193 21st St  
 MANHATTAN BEACH, CA

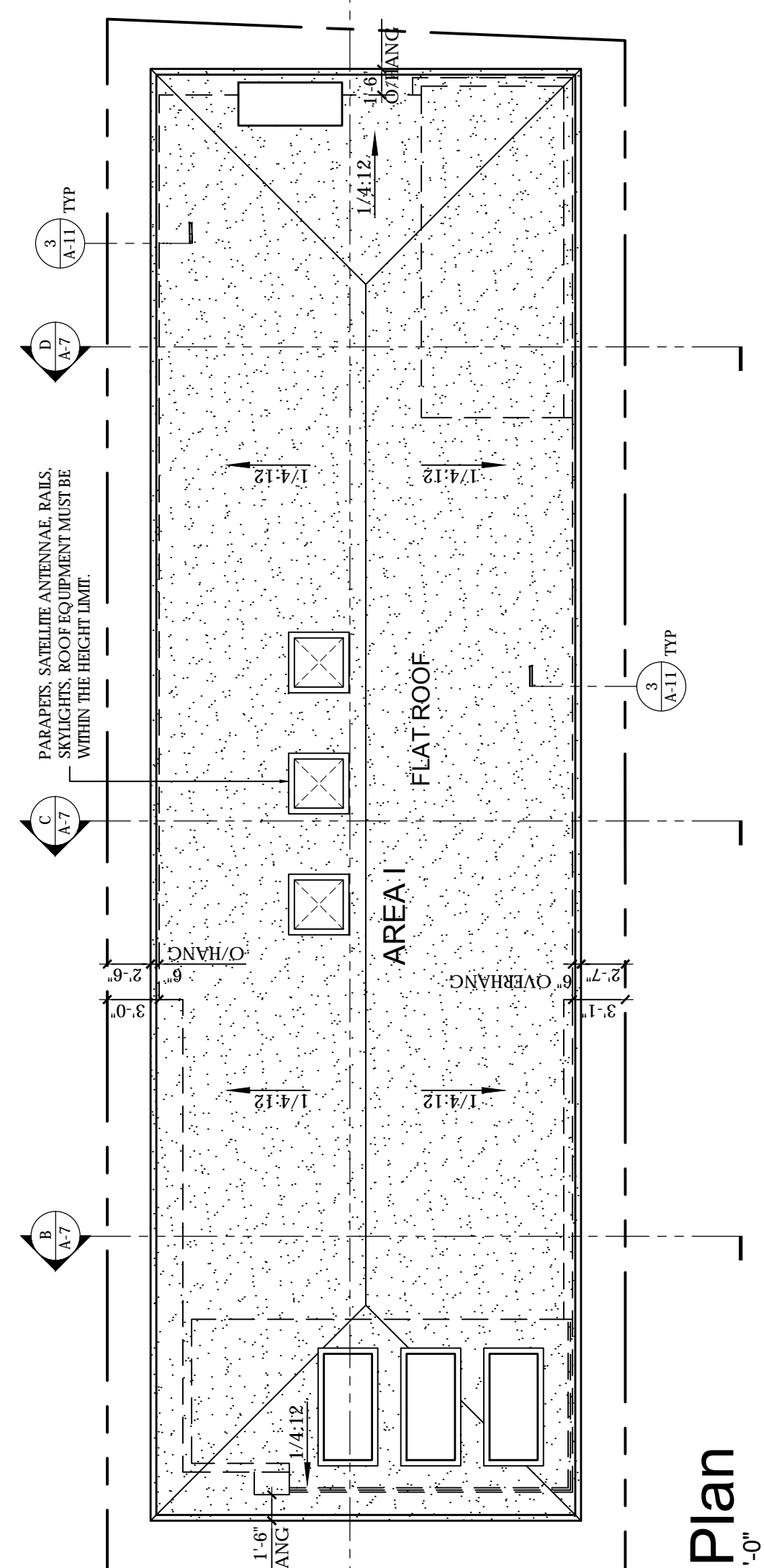
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 CC# 2: 02-22-2016  
 PC# 1: 02-25-2016  
 PC# 2: 05-04-2016

**REVISIONS:**  
 1.  
 2.  
 3.

**ENGINEER:**  
 BRIAN B. KHOURY  
 ENGINEERING STRUCTURES, INC.  
 P. (805) 605-9962  
 F. (805) 204-6214  
 e-mail: brian@engineeringstructures.com

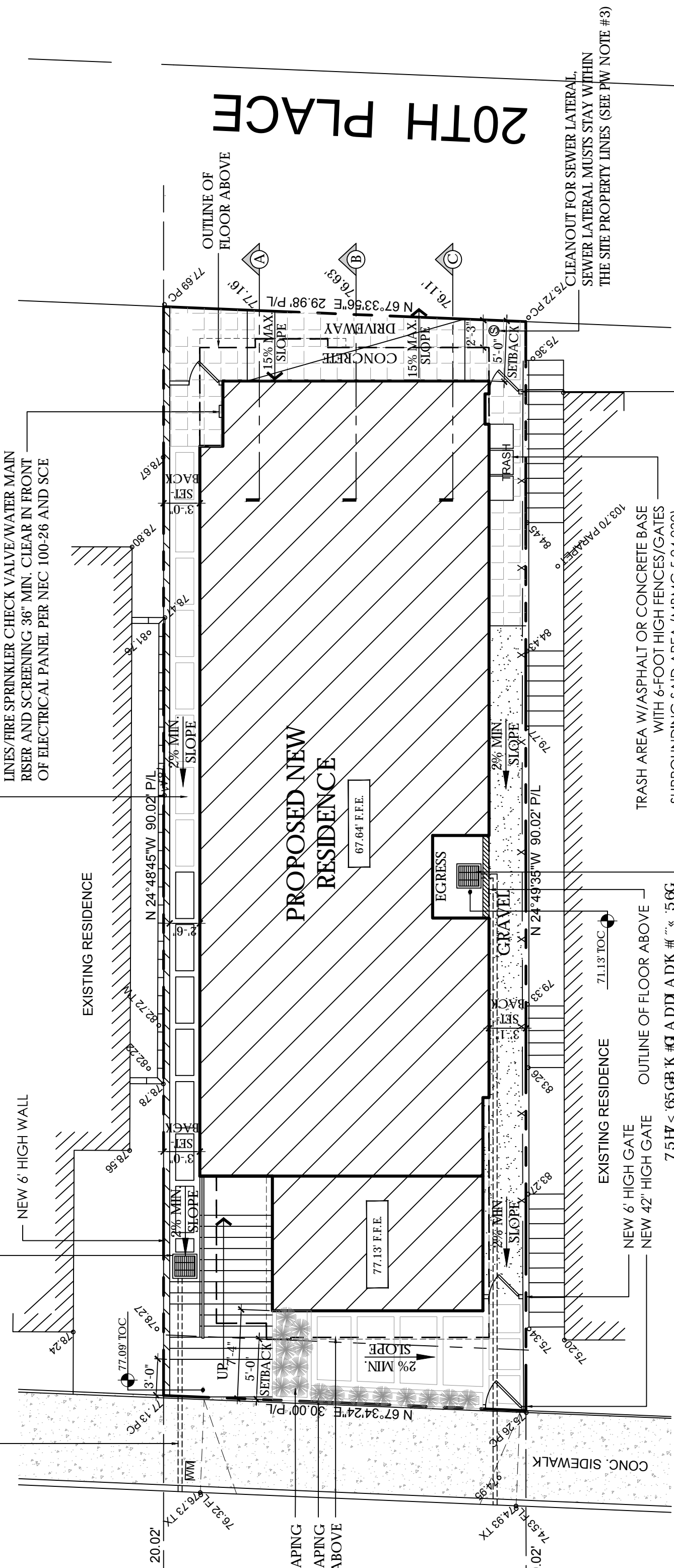
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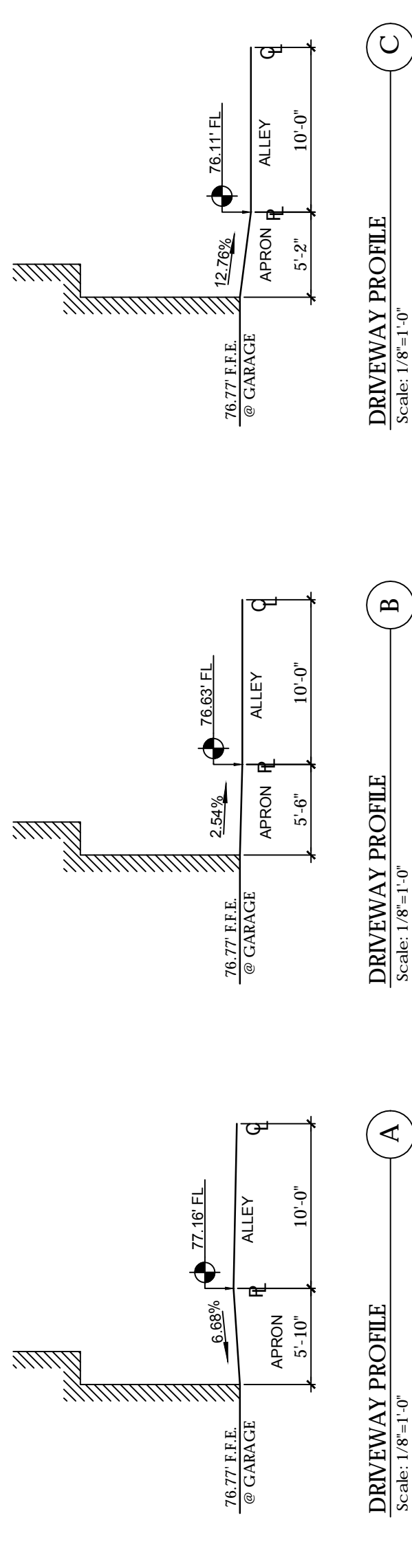


**Roof Plan**  
 Scale: 1/8"=1'-0"

IMPERVIOUS SURFACE SHALL BE SLOPED AWAY FROM THE BUILDING @ 2% MIN. SLOPE FOR A MIN. DISTANCE OF 10 FT. LOT SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS-PER SECTION R401.3

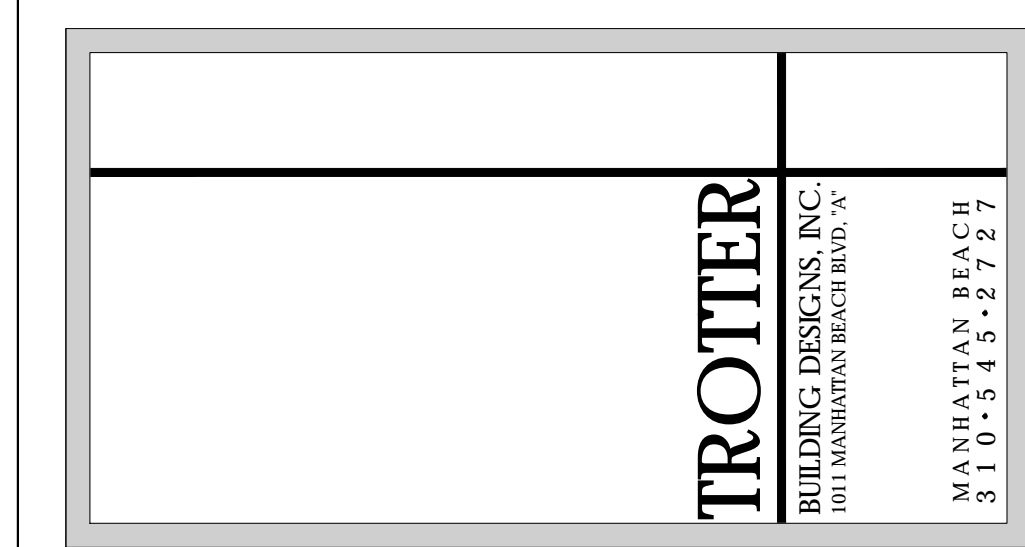


**Site Plan**  
 Scale: 1/8"=1'-0"



**DRIVEWAY PROFILE A** Scale: 1/8"=1'-0"  
**DRIVEWAY PROFILE B** Scale: 1/8"=1'-0"  
**DRIVEWAY PROFILE C** Scale: 1/8"=1'-0"

NOTE:  
 A TITLE POLICY HAS BEEN PROVIDED AND REVIEWED BY DENN ENGINEERS AT THE TIME OF THIS SURVEY. ANY READILY AVAILABLE ITEMS AFFECTING THIS PROPERTY HAVE BEEN PLOTTED BASED ON PROVIDED DOCUMENTS.  
 PROVIDENT TITLE COMPANY  
 ORDER NO. 1037280  
 DATED JUNE 25, 2015



**CLIENT:**  
SURFSIDE PROPERTIES

**JOB SITE:**  
175 21st ST  
MANHATTAN BEACH, CA

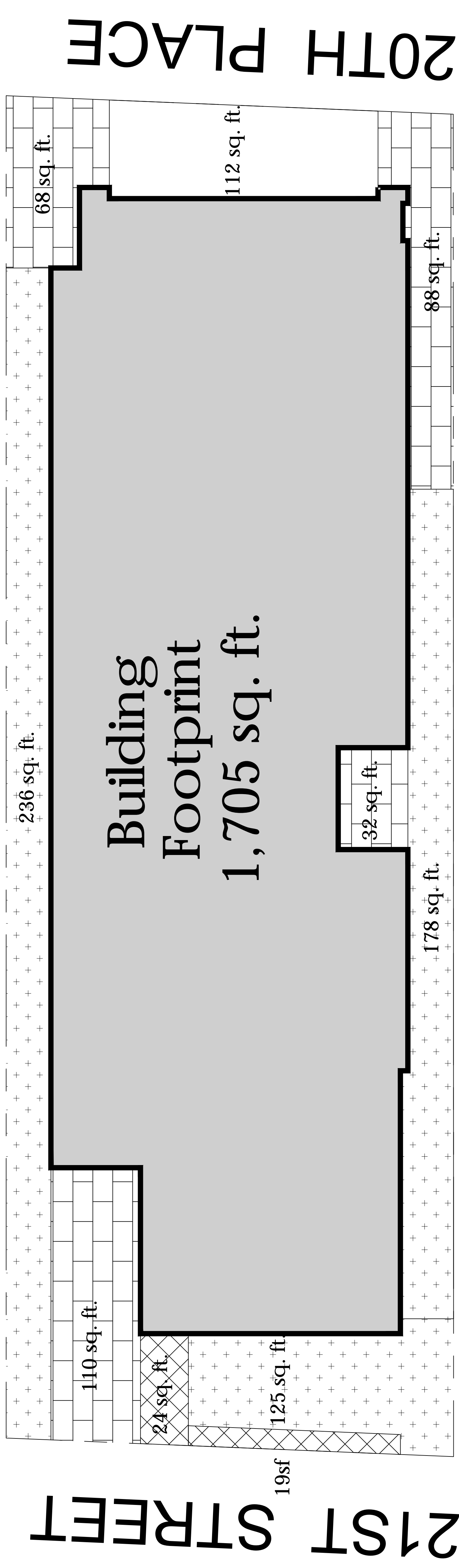
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1  
2  
3

**ENGINEER:**  
BRAN B. KHOURY  
ENGINEERING STRUCTURES, INC.  
P: (805) 615-9962  
F: (805) 204-6214  
e-mail: brankh@engineering-structures.com

**PAGE:**  
**A-1.1**

**JOB NO:**  
15-019



**City of Manhattan Beach Planning Requirements Sustainable Landscaping**

For new projects and projects exceeding 50% building valuation, landscape plans must be submitted showing no more than 20% of the landscape/hardscape area containing high water use plants as defined by Water Use Classification of Landscape Species (WUCOLS) for Region 3 (MBMC 10.60.070 A). For more information on WUCOLS, visit <http://www.water.ca.gov/wateruseefficiency/docs/wucols00.pdf>.

Lot Square Footage: \*2,697 sq. ft.  
Building Footprint: 1,705 sq. ft.  
Driveway: 112 sq. ft.

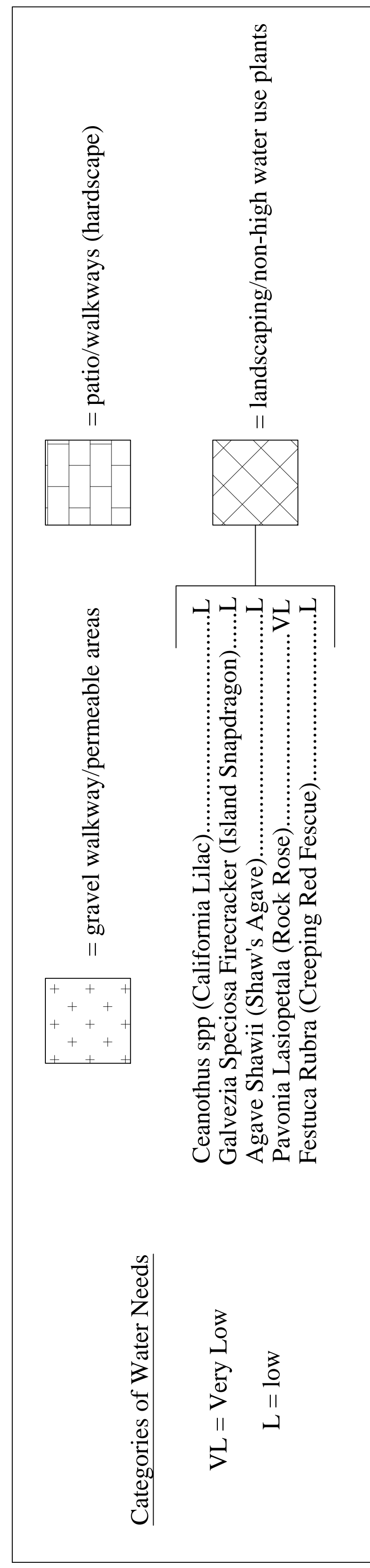
**Landscape/Hardscape Area** = Lot Sq. Ft. - Building Footprint - Driveway  
= 2,697 sq. ft. - 1,720 sq. ft. - 112 sq. ft.  
= **865 sq. ft.**

A maximum 20% of *landscape/hardscape area* can have high water usage plants as defined by Water Use Classification of Landscape Species (WUCOLS) for Region 3.

**Max Area of High Water Use Plants** = Landscape/Hardscape Area x 20%  
= 865 sq. ft. x 20%  
= **173 sq. ft.**

**0 sq. ft. < 173 sq. ft. max. OK**

Hardscape:	298	sq. ft.
Non-landscaped/permeable area:	539	sq. ft.
Landscaping/Low Water Area:	43	sq. ft.
High Water Use Area:	0	sq. ft.
Building Footprint:	1,705	sq. ft.
Driveway:	112	sq. ft.
*2,697 sq. ft. (lot area)		



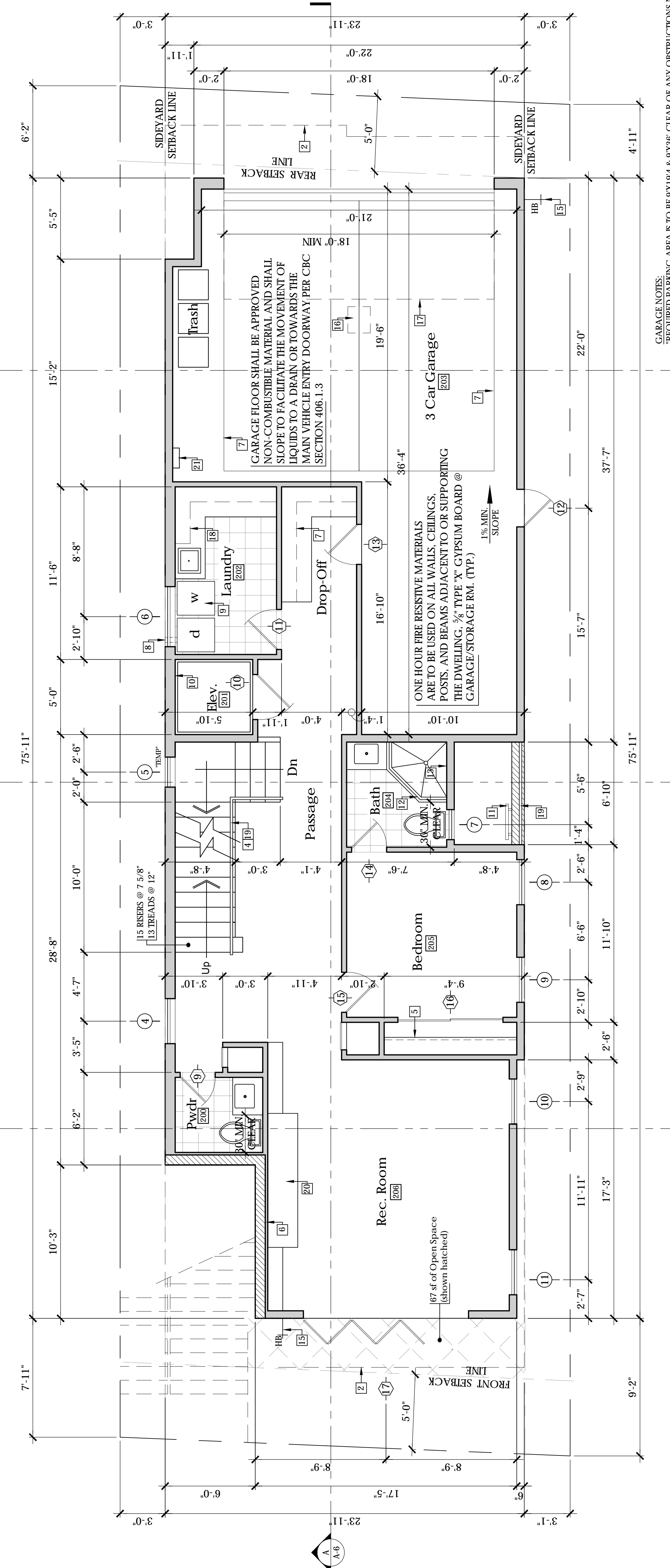


**FLOOR PLAN NOTES:**

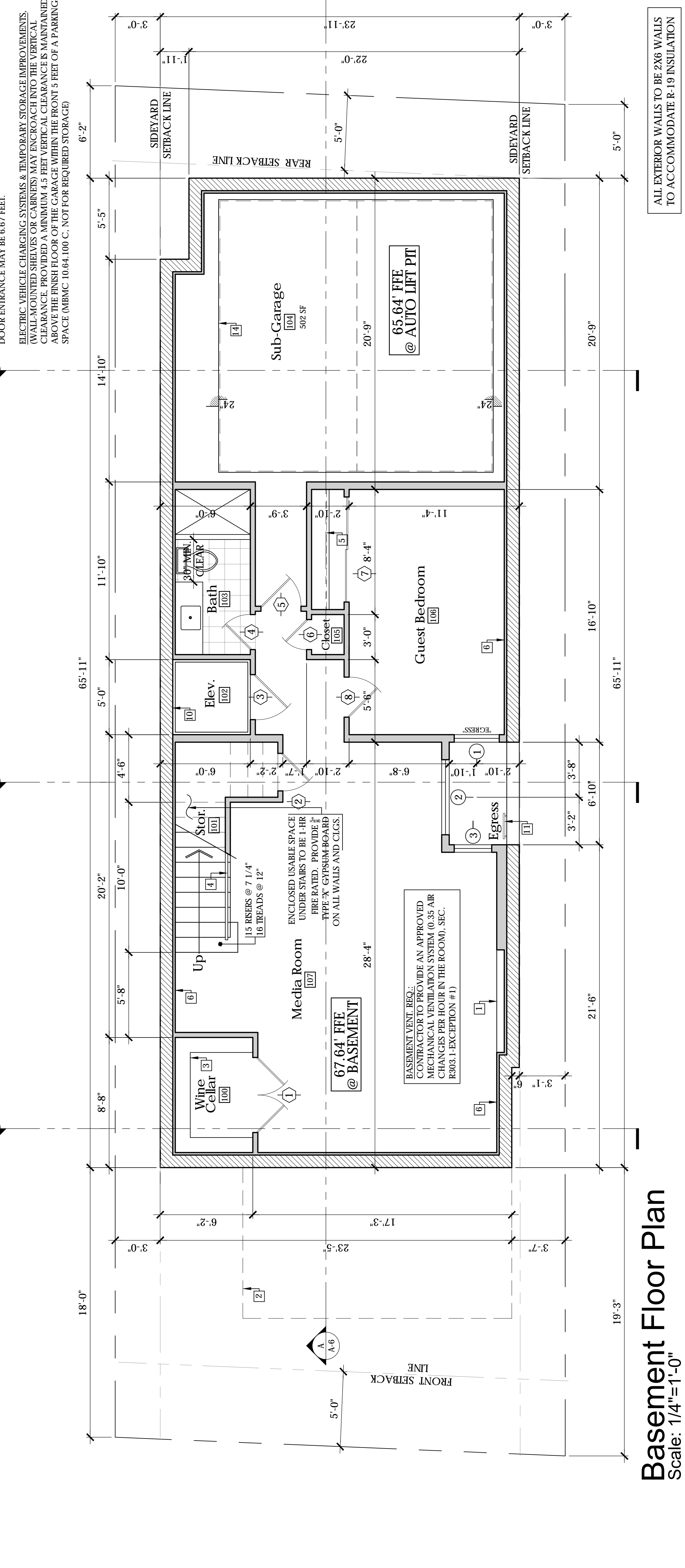
- FACTORY-BUILT FIREPLACE HEARTHS, MANTLE AND CLEARANCES SHALL CONFORM WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS AND CONDITIONS OF LISTING. (IABC 2008.1062.1, 1062.3.1 & 4)
- WINDOWS IN ALL BEDROOMS MUST PROVIDE MINIMUM 5.7 SQUARE FEET OF OPENABLE AREA. WINDOW HEIGHT SHALL BE 24" AND HAVE A FINISH SILL HEIGHT NOT MORE THAN 4" ABOVE THE FLOOR.
- GAS-FIRED WATER HEATERS REQUIRE TWO (2) 100-SQUARE-INCHES NET AIR OPENINGS EACH WITHIN 12" OF FLOOR AND CEILING AND MINIMUM 2" WIDE DOOR.
- GUTTERS AND DOWNSPOUTS SHALL BE INSTALLED AS REQUIRED TO REDUCE ADDITIONAL RUN OFF ONTO NEIGHBORING PROPERTIES AND REDUCE UNDER FLOOR INFILTRATION. (CBC 1306)
- RETURN AND SUPPLY DUCTS IN GARAGES THAT PENETRATE WALLS OR CEILING BETWEEN GARAGE AND DWELLING SHALL BE 26 GA. STEEL MINIMUM OR SHALL HAVE LISTED FIRE RESISTANT PENETRATIONS. PENETRATIONS SHALL BE APPROVED BY THE ALC WITH A MINIMUM OF R-12 INSULATION WITH NO OPENING INTO THE GARAGE PER SECTION R302.5.2 (IABC 2008. EXCEPTION 3)
- A FIRE RATED CEILING SHALL BE INSTALLED OVER ALL PENETRATIONS THROUGH WALLS OR CEILING. CEILING SHALL NOT BE CLASSED THAN 1" TO COMBUSTIBLES INCLUDING SHEETROCK AND SHALL BE INSTALLED WITH A METAL COLLAR AROUND THE HOLE AT THE POINT OF PASSAGE THROUGH WALL OR CIG. (CBC 7102)
- SEAL ALL PENETRATIONS IN WALLS BETWEEN GARAGE AND DWELLING WITH NON-COMBUSTIBLE FIRE RATED MATERIAL. (CBC 709.6)
- ALL GUTTERS, DOWNPOUTS AND DRAINAGE SYSTEMS AND THE ENCLOSURES AND WINDOWS LESS THAN 60" ABOVE STANDING SURFACE OR DRAIN INLET SHALL DISPLAY A SAFETY OR TEMPERED LABEL. (CBC 2406.2 & 4.3)
- SAFETY HANDRAIL HEIGHT SHALL BE 34" TO 38" MEASURED FROM THE STARTING; RAIL ENDS SHALL TERMINATE AT POINTS OF SAFETY TERMINALS. (CBC 1063.3.3)
- GUARDRAILS 42" HIGH MIN. SHALL BE INSTALLED AT ANY DECK, PORCH OR OTHER ELEVATED AREA HIGHER THAN 30" PER IABC 2008
- CERTIFICATES OF INSTALLATION (CFR-ENV, CFR-ITC AND CFR-MECH) SHALL BE COMPLETED BY THE APPLICABLE CONTRACTORS INSTALLING ENERGY FEATURES. WHEN THE CONTRACTOR HAS COMPLETED THE WORK, THE REGISTERED CEFER FORM SHALL BE MADE AVAILABLE TO THE BUILDING DEPARTMENT AND BUREAU.
- CONTRACTOR SHALL PROVIDE COPIES OF THE CA GUIDE TO HOME COMFORT & ENERGY SAVINGS, CF-IR, MF-IR & CF-RR & EC-1 FORMS TO THE BUILDING OWNER.
- COMPARTMENT PENETRATIONS SHALL BE MORE THAN 1/4" MIN. CEB. ON SIDES AND BACK OF MR. CEB. FROM FRONT TO COMBUSTION. (MBC 1051.1.C1C)
- W/ AREA OF COMBUSTION AIR OPENINGS 150 INCH PER 5,000 BTU. 1 SQ. INCH PER 1,000 BTU (100 INCH<sup>2</sup> IN COMBUSTION SPACES. HALF OF OPENING AREA WITHIN 12" OF CEILING AND HALF 12" FROM FLOOR. (IABC 2008)
- COMBUSTION AIR FROM ATIC THROUGH 86 GA. GALVANIZED STEEL SERVING TO F. ABOVE CEILING JOISTS WITHOUT A SCREEN. PROVIDE ADEQUATE OPENINGS TO ATIC (104 C1C).
- COMBUSTION AIR DIRECTLY FROM OUTSIDE WITH 1/2" SCREEN (107 IABC). ONE SQUARE INCH PER 1,000 BTU AND ONE SQUARE INCH PER 2,000 FOR HORIZONTAL DUCTS. NOT ALLOWED IN ANY BEDROOM. BATHROOM. OR CLOSET THAT OPEN INTO ONE OF THESE.
- COOKING EQUIPMENT MUST BE LISTED FOR RESIDENTIAL USE.
- A FACTORY BUILT FIREPLACE SHALL HAVE THE FOLLOWING:
  - CLOSEABLE METAL OR GLASS DOORS COVERING THE ENTIRE OPENING OF THE FIREBOX.
  - A COMBUSTION AIR INTAKE TO DRAW AIR FROM THE OUTSIDE OF THE BUILDING DIRECTLY INTO THE FIREBOX, WHICH IS AT LEAST SIX INCHES IN AREA AND IS EQUIPPED WITH A READY ACCESSIBLE, OPERABLE, AND TIGHT-FITTING DAMPER OR COMBUSTION-AIR CONTROL DEVICE.
  - INSTALL ENERGY STAR RATED APPLIANCES
  - FINISH FLOORS IN FIRE RESISTANCE RATED WALLS SHALL CONFORM WITH CBC 802.4. PENETRATIONS SHALL BE FIRE STOPPED AS PER U-1479, AND SHALL HAVE AN R-RATING OF NOT ACCORDANCE WITH ASTM E 1414 OR U-1479, AND SHALL HAVE AN R-RATING OF NOT LESS THAN THE REQUIRED FIRE RESISTANCE RATING OF THE WALL PENETRATED. (CBC 802.4.1.2)
  - JOISTS INSTALLED IN OR BETWEEN FIRE RESISTANCE RATED WALLS, FLOOR OR FLOORCEILING ASSEMBLIES AND ROOFS OR ROOFCEILING ASSEMBLIES SHALL BE PROTECTED AN APPROVED FIRE RESISTANT JOIST SYSTEM WITH A FIRE RESISTANCE RATING NOT LESS THAN THAT OF THE ASSEMBLY WHICH IT IS INSTALLED. (CBC 714.1)
7. SECTION 150 (B)
- INSTALL ENERGY STAR RATED APPLIANCES
- FINISH FLOORS IN FIRE RESISTANCE RATED WALLS SHALL CONFORM WITH CBC 802.4. PENETRATIONS SHALL BE FIRE STOPPED AS PER U-1479, AND SHALL HAVE AN R-RATING OF NOT ACCORDANCE WITH ASTM E 1414 OR U-1479, AND SHALL HAVE AN R-RATING OF NOT LESS THAN THE REQUIRED FIRE RESISTANCE RATING OF THE WALL PENETRATED. (CBC 802.4.1.2)
- JOISTS INSTALLED IN OR BETWEEN FIRE RESISTANCE RATED WALLS, FLOOR OR FLOORCEILING ASSEMBLIES AND ROOFS OR ROOFCEILING ASSEMBLIES SHALL BE PROTECTED AN APPROVED FIRE RESISTANT JOIST SYSTEM WITH A FIRE RESISTANCE RATING NOT LESS THAN THAT OF THE ASSEMBLY WHICH IT IS INSTALLED. (CBC 714.1)

**FLOOR PLAN KEYNOTES:**

- WALL NICHE
- OUTLINE OF FLOOR/DECK ABOVE
- WINE RACKS
- HANDRAIL HEIGHT OF HANDRAIL TO BE BETWEEN 34" - 38" ABOVE FINISH FLOOR LINE OF STAIRS. ALSO SEE FOOTNOTE #8 (SEE DETAIL 6/A-10)
- SHELF & POLE AS REQUIRED
- 2X FURRING @ BASEMENT RETAINING WALLS
- OUTLINE OF DBL. CAR LIFT PLATFORMS (SEE SHEETS A-12 & A-13)
- DRYER VENT TO OUTSIDE
- PROVIDE DRP PAN/FLOOR DRAIN PER CPC SECTION 804.1
- ELEVATOR SHAFT WALLS TO BE 1-HR FIRE RATED. PROVIDE 1/2" TYPE 'X' GYPSUM BOARD ON ALL WALLS. (SEE DETAIL 4/A-11)
- EGRESS WELL W/FIXED EGRESS LADDER (SEE DETAIL 5/A-11)
- TEMPERED SHOWER ENCLOSURE. GLASS TO BE PERMANENTLY LABELED AS SUCH.
- 72" HIGH TILE SURROUND
- 24" DEEP AUTO LIFT PIT (SEE MANUF. SPECS. SHEETS A-12 & A-13)
- ANTI-SIPHON HOSE BB
- AUTO GARAGE DOOR OPENER
- 18'-0" X 7'-0" WOOD SECTIONAL GARAGE DOOR
- UPPER CABINERY WITH ADJUSTABLE SHELVES
- GUARDRAIL TO BE 42" HIGH - HANDRAIL TO BE LOCATED 34" - 38" ABOVE NOSING OF STAIRS. INTERMEDIATE RAILS SHALL BE 42" HIGH. (SEE DETAIL 10/S1-4)
- RULE-IN CABINERY
- TANKLESS WATER HEATER



**First Floor Plan**  
Scale: 1/4"=1'-0"



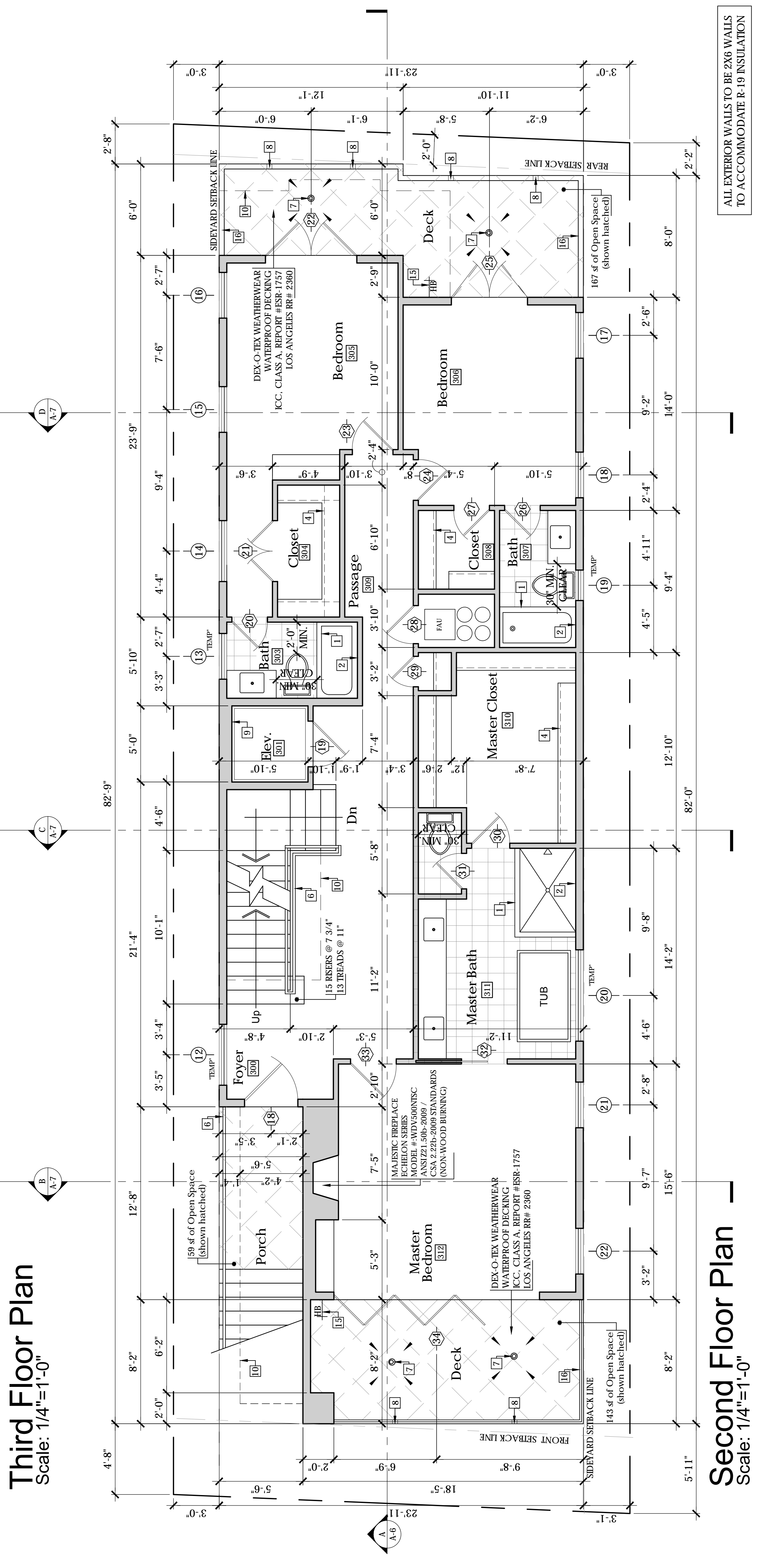
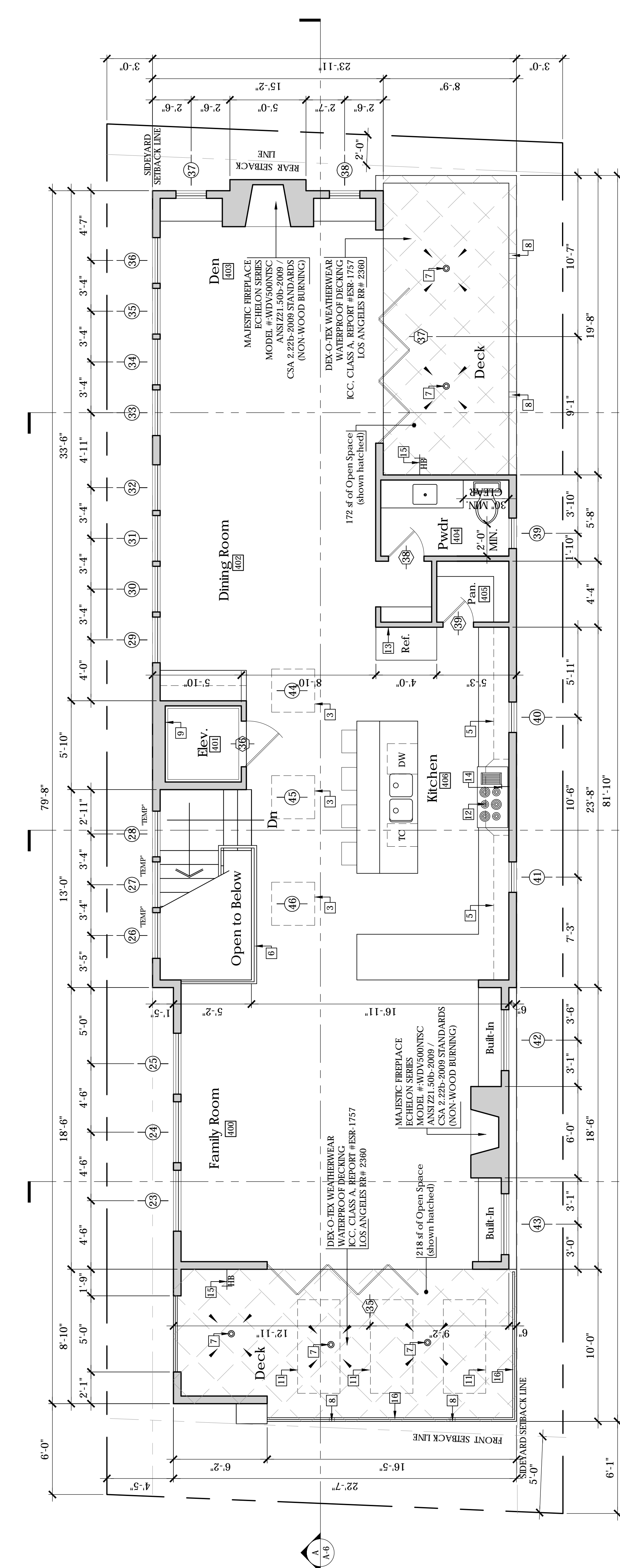
**Basement Floor Plan**  
Scale: 1/4"=1'-0"

**FLOOR PLAN NOTES CONT:**

- 23- FIREBLOCKING SHALL BE INSTALLED IN COMBUSTIBLE CONCEALED LOCATIONS IN ACCORDANCE WITH CRC R302.11 IN THE FOLLOWING LOCATIONS:  
 A. IN CONCEALED SPACES OF STUD WALLS AND PARTITIONS, INCLUDING HORIZONTAL SPACES AND PARALLEL JOINS OF STUDS OR STRAPPED STUDS, AS FOLLOWS:  
 1. VERTICALLY AT THE CEILING AND FLOOR LEVELS.  
 2. HORIZONTALLY AT INTERVALS NOT EXCEEDING 10' BETWEEN STUDS OR STRAPPED STUDS.  
 B. AT ALL INTERSECTIONS OF CONCEALED SPACES CREATED BY AN ASSEMBLY OF FLOOR JOBS, AND BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES SUCH AS OCCUR AT SOFTS, DROP CEINGS, COVE AND C. WHERE AN ULTIMATE SPACE PROTECTION IS PROVIDED IN ACCORDANCE WITH CRC R302.4 FIRE BLOCKING SHALL BE INSTALLED AT OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS AND REPLACES WITH AN APPROVED CONSTRUCTION. (CRC 717.2.5, R1003.19)
- 24- WALL AND CEILING SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATIONS IN CRC R306.4.
- 25- GARAGE FLOOR SPRINGS:  
 SPRING SHALL BE FABRICATED FROM EITHER HARD DRAWN SPRING WIRE PER ASTM A227-17 OR OR TEMPERED WIRE PER ASTM A229-17).  
 MINIMUM DESIGN STANDARD SHALL BE 9,000 CYCLES.  
 PHYSICAL CYCLING TESTS SHALL BE PERFORMED AND CERTIFIED BY AN APPROVED TESTING AGENCY.  
 EACH SPRING SHALL BE EQUIPPED WITH AN APPROVED DEVICE CAPABLE OF WITHSTANDING 10% OVERLOADS.  
 CONTAMINANT DEVICE SHALL BE TESTED AND CERTIFIED BY AN APPROVED TESTING AGENCY.
- 26- STAR THREADS AND REERS SHALL BE DETAILED AS FOLLOWS:  
 A. THE TOLERANCE BETWEEN THE LARGEST AND SMALLEST RISER HEIGHT OR R311.7.4.3  
 B. THE RADII OF CURVATURE AT THE LEADING EDGE OF THE TREAD OR RISING OF NOSING SHALL NOT EXCEED 0.5" (CRC R311.7.4.3)  
 C. RISERS SHALL BE VERTICAL OR SLOPED A MAX. 30 DEGREES FROM THE VERTICAL. (CRC R311.7.4.3)  
 D. LEADING EDGE OF TREAD SHALL NOT PROJECT MORE THAN 1.25" BEYOND TREAD BELOW. (CRC R311.7.4.3)  
 E. OPENING BETWEEN TREADS SHALL NOT PREVENT THE PASSAGE OF A 4" DIAMETER SPHERE. (CRC R311.7.4.3)  
 F. THE WALKING SURFACE OF TREADS AND LANDINGS SHALL NOT BE SLOPED (CRC R311.7.6)
- 28- CEMENT, FIBER CEMENT OR GLASS MAT GYPSUM BACKERS IN COMPLIANCE WITH CRC R307.2 SHALL BE INSTALLED UNDER AND ABOVE CEILING PANELS IN THE TUB AND SHOWER AREAS AND WALL AND CEILING PANELS IN SHOWER AREAS. WATER RESISTANT GYPSUM BACKING BOARD SHALL BE USED AS A BASE FOR THE WATER RESISTANT GYPSUM BOARD WHEN INSTALLED IN SHOWER AREAS. WATER RESISTANT GYPSUM BOARD SHALL BE PERMITTED UNDER THE OR WALL PANSIES IN OTHER WALL AND CEILING AREAS WHEN INSTALLED IN ACCORDANCE WITH CA 216 OR ASTM C840. WATER RESISTANT GYPSUM BOARD SHALL NOT BE USED IN THE FOLLOWING LOCATIONS: (CRC R307.3.8)  
 A. VAPOR RETARDER  
 B. ON CEINGS WHERE FRAME SPACING EXCEEDS 12" O.C. FOR 1/2" THICK AND MORE THAN 16" O.C. FOR 5/8" THICK.  
 C. ON CEINGS WHERE FRAME SPACING EXCEEDS 12" O.C. FOR 1/2" THICK AND MORE THAN 16" O.C. FOR 5/8" THICK.
- 29- BATHING ROOM FLOORS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE SUCH AS PORTLAND CEMENT, CERAMIC TILE OR OTHER APPROVED MATERIALS. (CRC R307.2)
- 30- SHOWER COMPARTMENTS AND WALLS ABOVE BATHROOMS WITH INSTALLED SHOWER HEADS SHALL BE FINISHED WITH A SMOOTH AND NONABSORBENT SURFACE. WATER RESISTANT GYPSUM BOARD SHALL BE PERMITTED UNDER THE WATER RESISTANT GYPSUM BACKING BOARD SHALL BE PER. (CRC 2506.2)
- 31- BUILT-IN TUBS WITH SHOWERS SHALL HAVE WATERPROOF JOINTS BETWEEN THE TUB AND ADJACENT WALL. (CRC 1210.4)
- 32- ATTIC ACCESS SPACE (C.M.C. 304, CRC R307.2 & VENTILATION):  
 A. 30X30 INCH HIGH MINIMUM UNOBSTRUCTED ACCESS, BUT NOT LESS THAN THE LARGEST EQUIPMENT SIZE.  
 B. 30X30 INCH MINIMUM UNOBSTRUCTED PASSAGE TO REMOVE EQUIPMENT, BUT NOT LESS THAN THE LARGEST EQUIPMENT & MAXIMUM 20' DISTANCE FROM ACCESS TO UNIT.  
 C. 30X30 INCH DEEP LEVEL SERVICE SPACE LOCATED AT THE EQUIPMENT SERVICE SIDE.  
 D. PROVIDE ADDITIONAL COMBUSTION AIR IN ATTIC SPACE WHERE FAU S LOCATED AS REQUIRED PER C.M.C. CHAPTER 7 OR NOTE  
 SPECIFIC COMBUSTION AIR VENTING PER MANUFACTURER'S DESIGN (VERIFY AVAILABLE FROM MANUFACTURER).  
 E. FAU ACCESS FLOORING SHALL PROVIDE A MINIMUM 24 WIDE SOLID SURFACE TO A 6" LEVEL 30X30" SURFACE IN FRONT OF SERVICE SIDE.  
 F. MECHANICAL EQUIPMENT AREA SHALL HAVE REQUIRED SWITCHING & LIGHTING.

**FLOOR PLAN KEYNOTES:**

- 1 TEMPERED SHOWER ENCLOSURE, GLASS TO BE PERMANENTLY LABELED AS SUCH.
- 2 72" HIGH TILE SURROUND
- 3 SKYLIGHTS (SEE DETAIL 6/A-11)
- 4 SHELF & POLE AS REQUIRED
- 5 UPPER CABINERY WITH ADJUSTABLE SHELVES.
- 6 GUARDRAIL TO BE 42" HIGH (DETAIL 10/S1.4). HANDRAIL TO BE LOCATED 34"-38" ABOVE NOSING OF STAIRS (DETAIL 6/A-10).  
 6-1 RANGING 68-6181F5-6EG-5-6693577-68 C 7 < H-5H5 (" SPHERE MAY NOT PASS THROUGH).
- 7 DECK DRAIN (SEE DETAIL 8/A-10)
- 8 SCUPPERS W/OVERFLOWS (SEE DETAILS 1 & 2/A-11)
- 9 ELEVATOR SHAFT WALLS TO BE 1-HR FIRE RATED, PROVIDE 1/2" TYPE "X" GYPSUM BOARD ON ALL WALLS. (SEE DETAIL 4/A-10)
- 10 OUTLINE OF FLOOR ABOVE
- 11 OPENING AT ROOF
- 12 RANGE HOOD (100 CU. FT. PER MIN. MINIMUM)
- 13 REF/FREEZER: PROVIDE PURIFIED COLD WATER SUPPLY LINE TO ICEMAKER W/RECESSED SHUTOFF VALVE
- 14 POT FILLER FAUCET
- 15 ANTI-SIPHON HOSE BIB
- 16 42" HIGH GLASS GUARDRAIL (SEE DETAIL 16/S1-4)



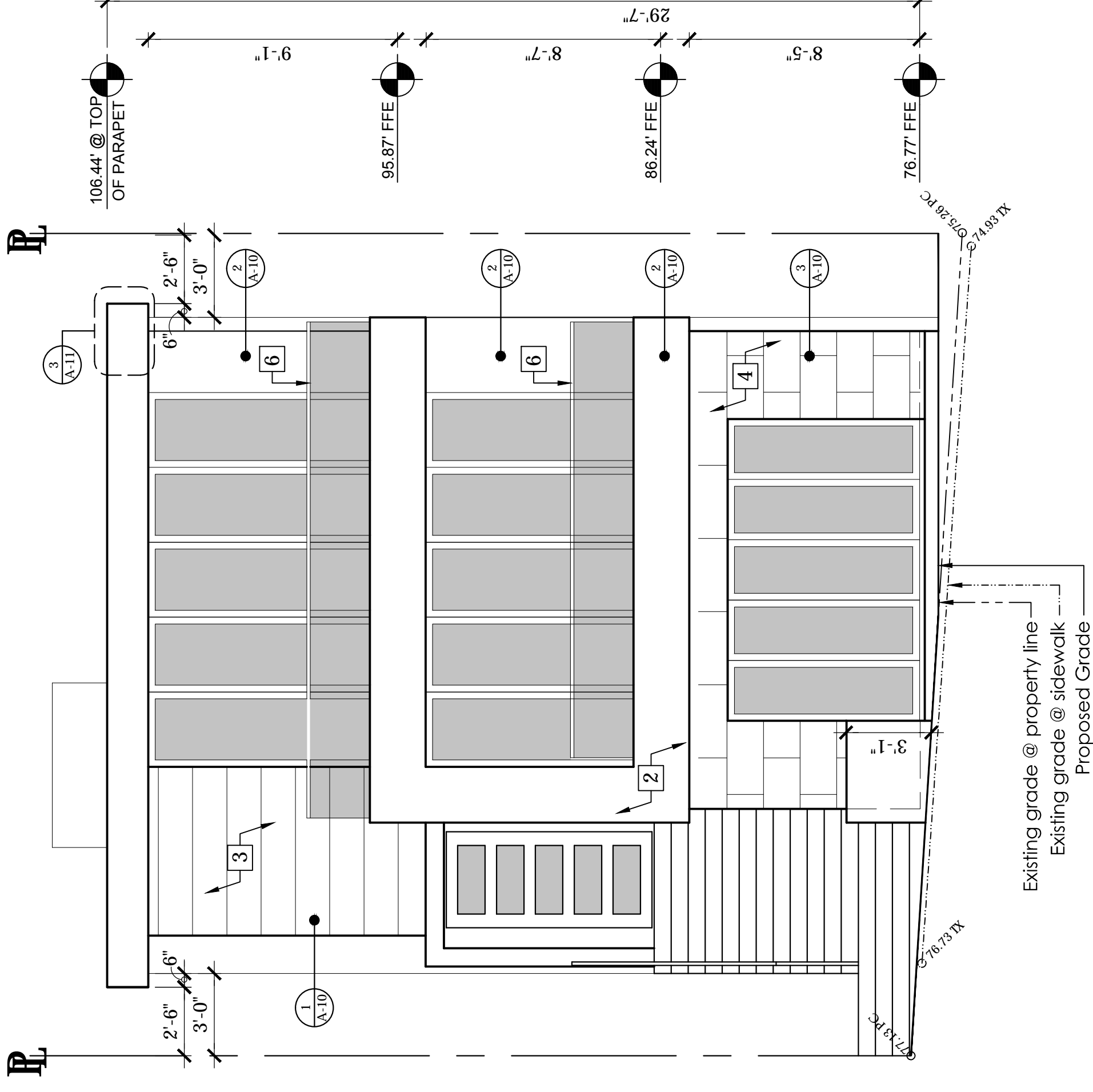


**GENERAL NOTES:**

- 1 PARAPETS, SATELLITE ANTENNAE, RAILS, SKYLIGHTS, ROOF EQUIPMENT MUST BE WITHIN THE HEIGHT LIMIT.
- 2 GUARDRAILS TO BE 42" HIGH MIN. HANDRAILS TO BE 34"-38" HIGH. NEITHER SHALL HAVE OPENING LARGER THAN 3 1/8".
- 3 GLASS ON ALL SWINGING DOORS: GLAZING WITHIN 18" OF THE ADJACENT FLOOR WALKING SURFACE SHALL BE FULLY TEMPERED.

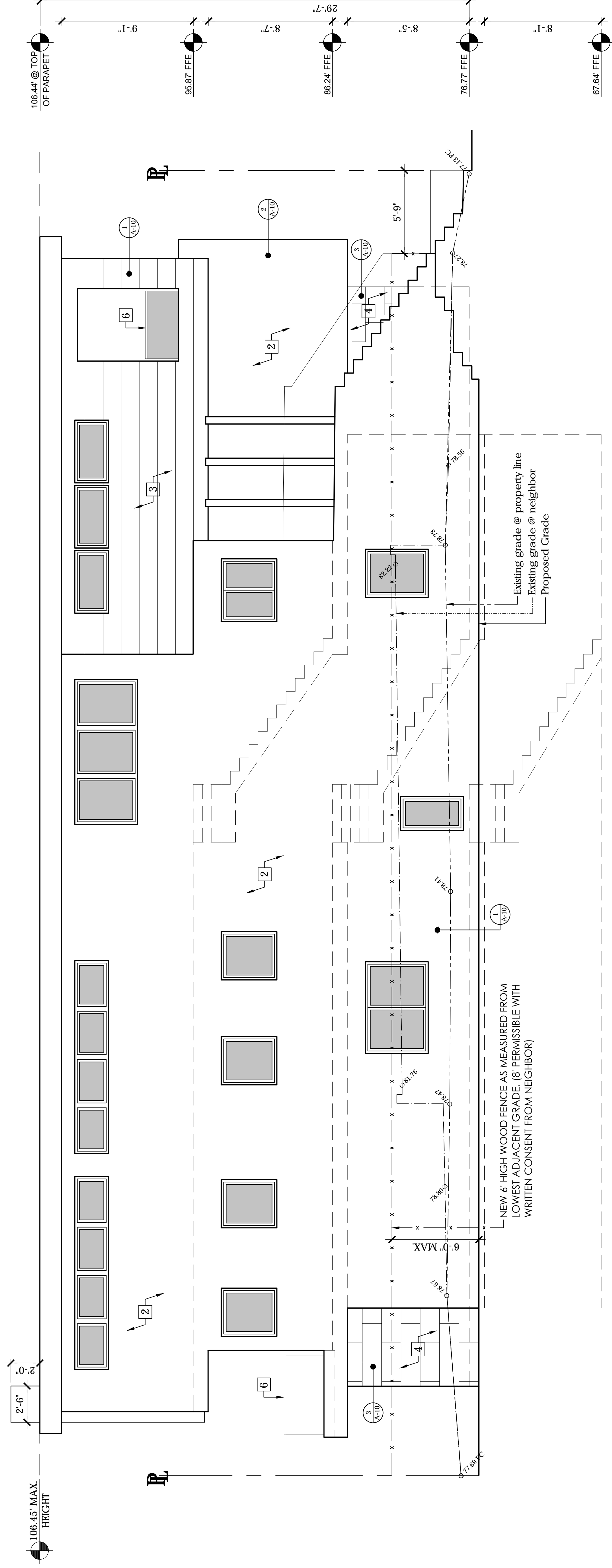
**ELEVATION KEYNOTES:**

- 1 PROVIDE CBC APPROVED SPARK ARRESTORS AT TOPS OF ALL FIREPLACE CHIMNEYS.
- 2 SMOOTH STUCCO FINISH
- 3 JAMESHARDIE ARTISAN LAP SIDING
- 4 CULTURED STONE
- 5 DECORATIVE LIGHT FIXTURE
- 6 42" HIGH GLASS GUARDRAIL (SEE DETAIL 16/S1.4)
- 7
- 8
- 9



**North Elevation**

Scale: 1/4"=1'-0"



**East Elevation**

Scale: 1/4"=1'-0"

**TROTTER**

BUILDING DESIGNS, INC.  
101 MANHATTAN BEACH BLVD. #7  
MANHATTAN BEACH  
310-343-2727

**CLIENT:**

SURSIDE PROPERTIES

**JOB SITE:**

128 21st ST  
MANHATTAN BEACH, CA

CC#1: 01-20-2016

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**REVISIONS:**

- 1
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**ENGINEER:**

BRIAN B. KHOURY  
ENGINEERING STRUCTURES, INC.  
P: (805) 915-9962  
F: (805) 204-6214  
e mail: brian@engineering-structures.com

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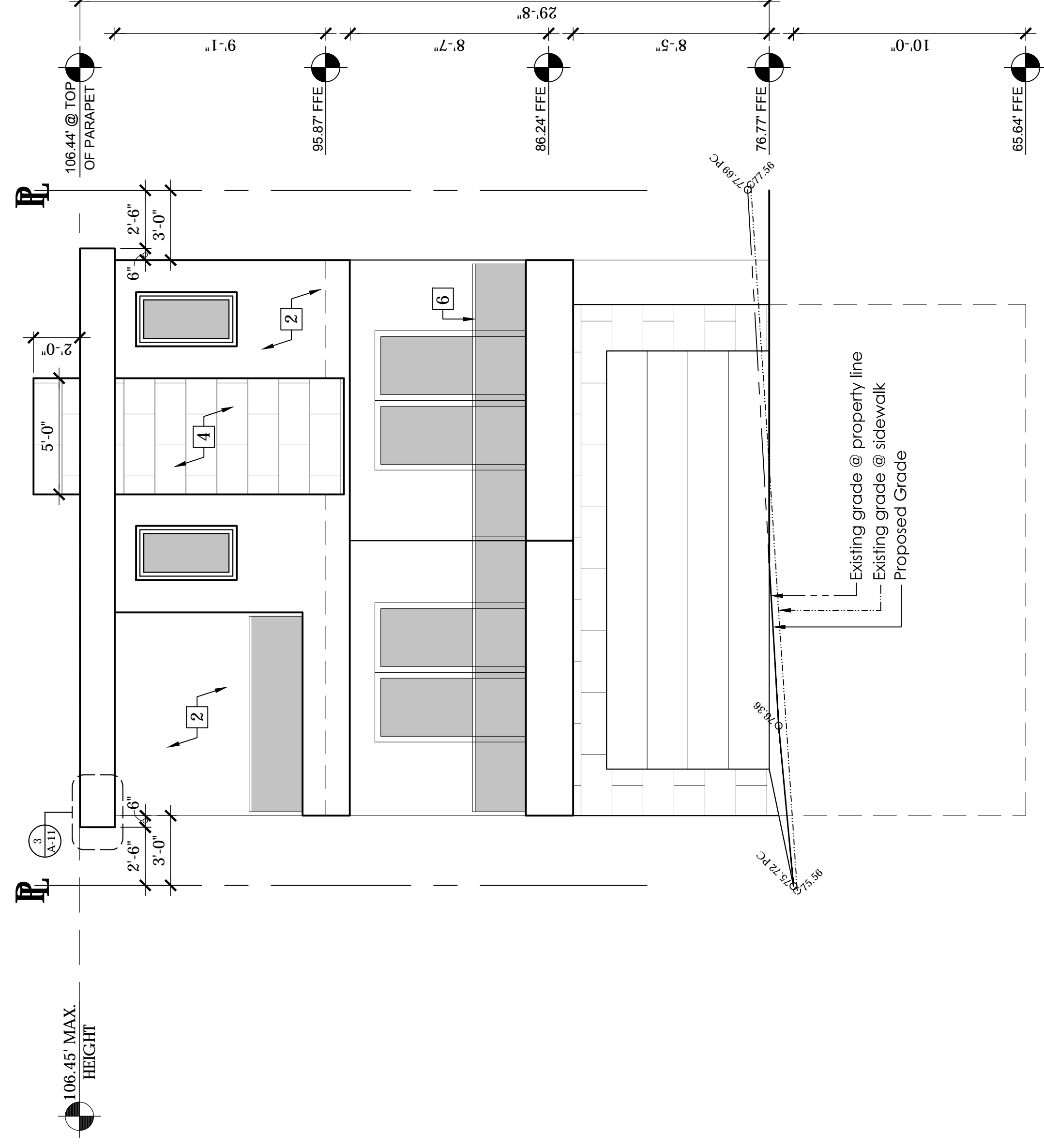
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**GENERAL NOTES:**

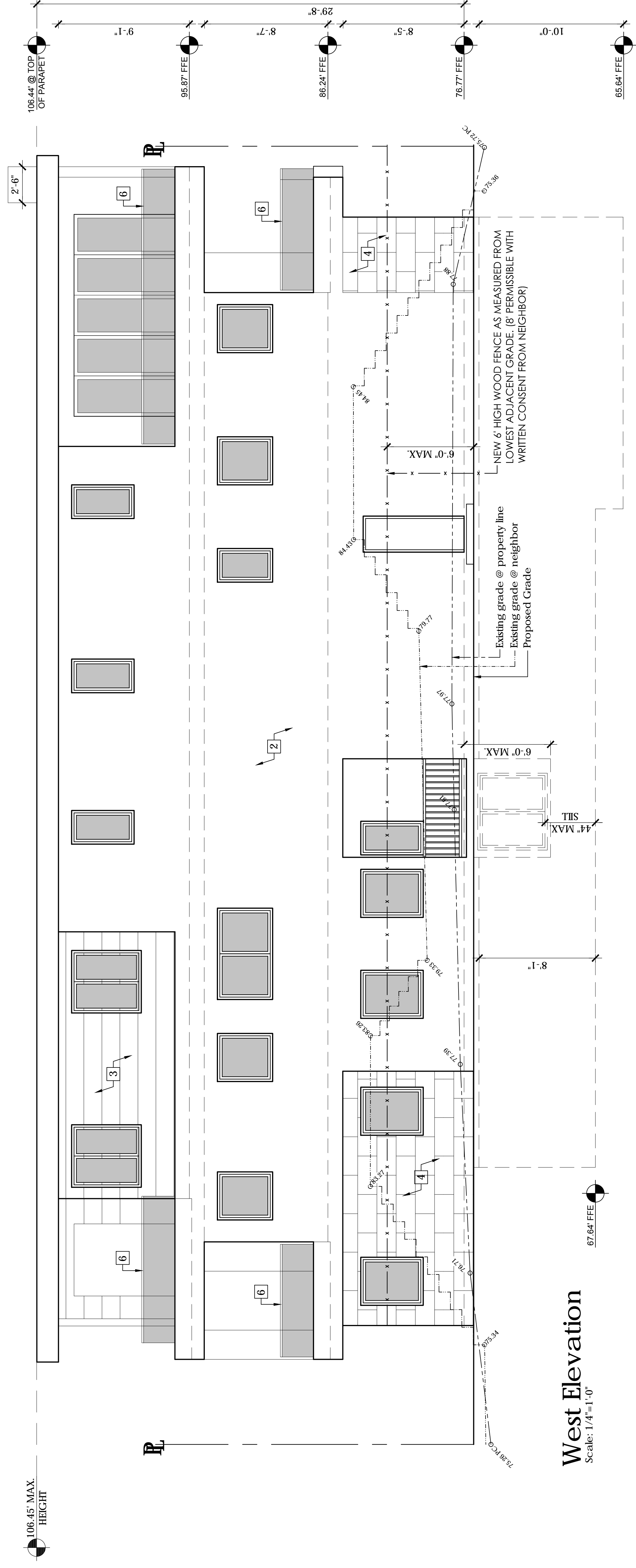
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- 7
- 8
- 9



**South Elevation**  
Scale: 1/4"=1'-0"



**West Elevation**  
Scale: 1/4"=1'-0"

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CC#2: 02-22-2016

PC#1: 02-25-2016

PC#2: 05-04-2016

**REVISIONS:**

- 1
- 2
- 3

**ENGINEER:**

BRYAN B. KHOURY  
ENGINEERING STRUCTURES, INC.  
P: (805) 915-9962  
F: (805) 204-6214  
e mail: bkh@engineering-structures.com

**PAGE:**

**A-5**

**JOB NO:**

**15-019**

**CLIENT:**

SURFSIDE PROPERTIES

**JOB SITE:**

129 21st ST  
 MANHATTAN BEACH, CA

CC#1: 01-20-2016

CC#2: 02-22-2016

PC#1: 02-25-2016

PC#2: 05-04-2016

**REVISIONS:**

- 1
- 2
- 3

**ENGINEER:**

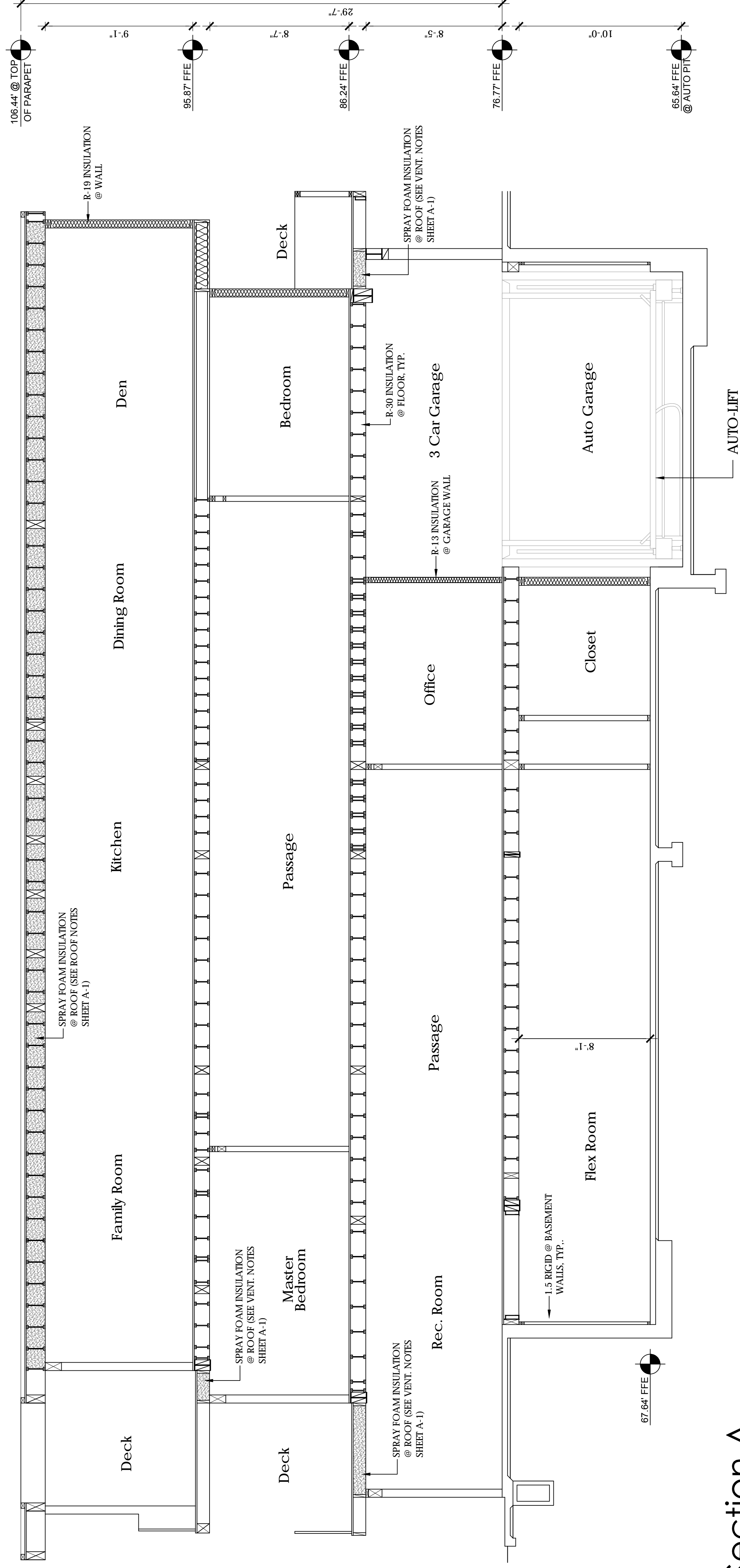
BRYAN B. KHOURY  
 ENGINEERING STRUCTURES, INC.  
 P: (805) 915-9962  
 F: (805) 204-6214  
 e mail: bkh@engineering-structures.com

**PAGE:**

**A-6**

**JOB NO:**

15-019



**Section A**  
 Scale: 1/4"=1'-0"

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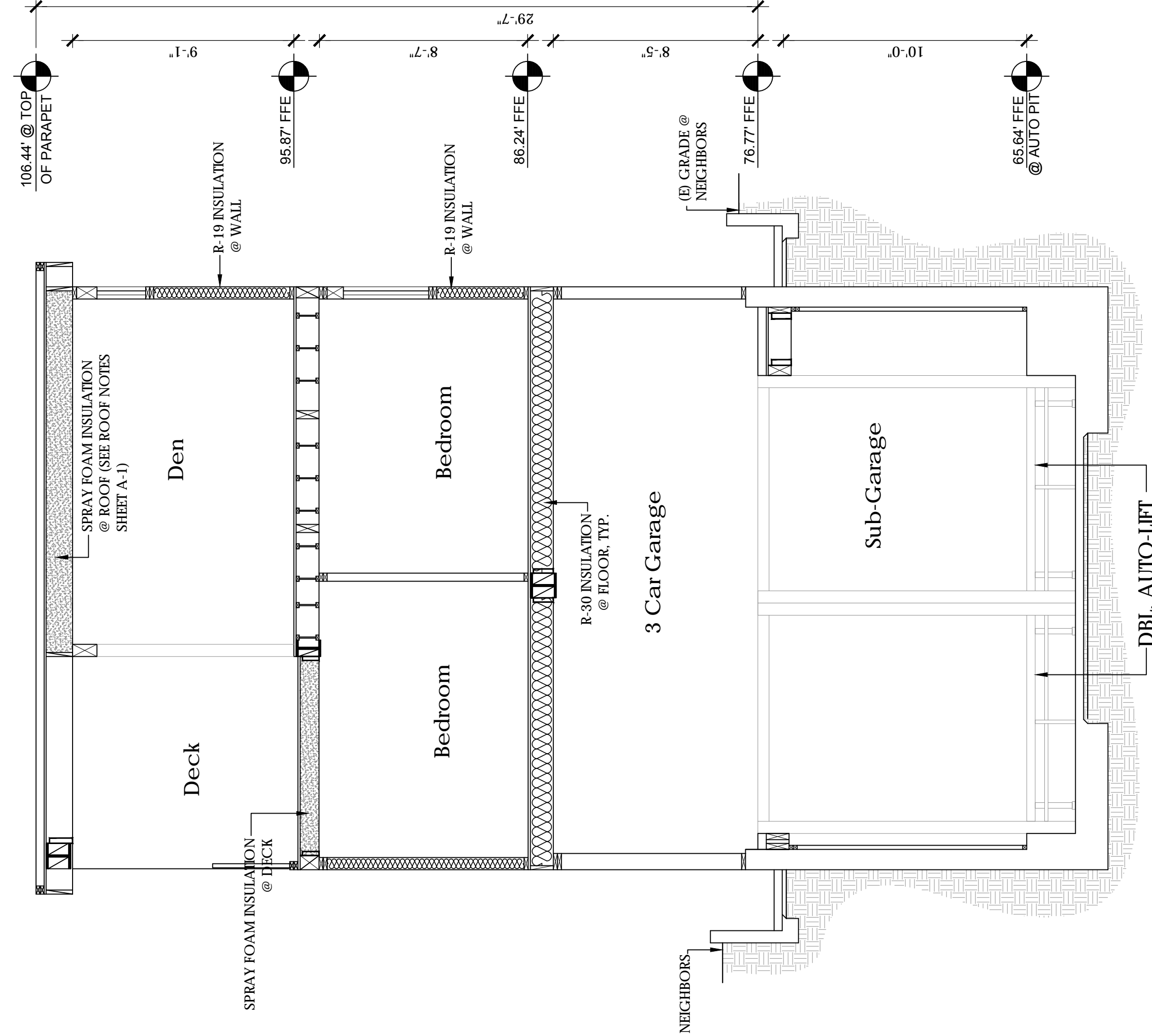
BRYAN B. KHOURY  
 ENGINEERING STRUCTURES, INC.  
 P: (805) 913-6962  
 F: (805) 204-6214  
 e-mail: bkh@engineering-structures.com

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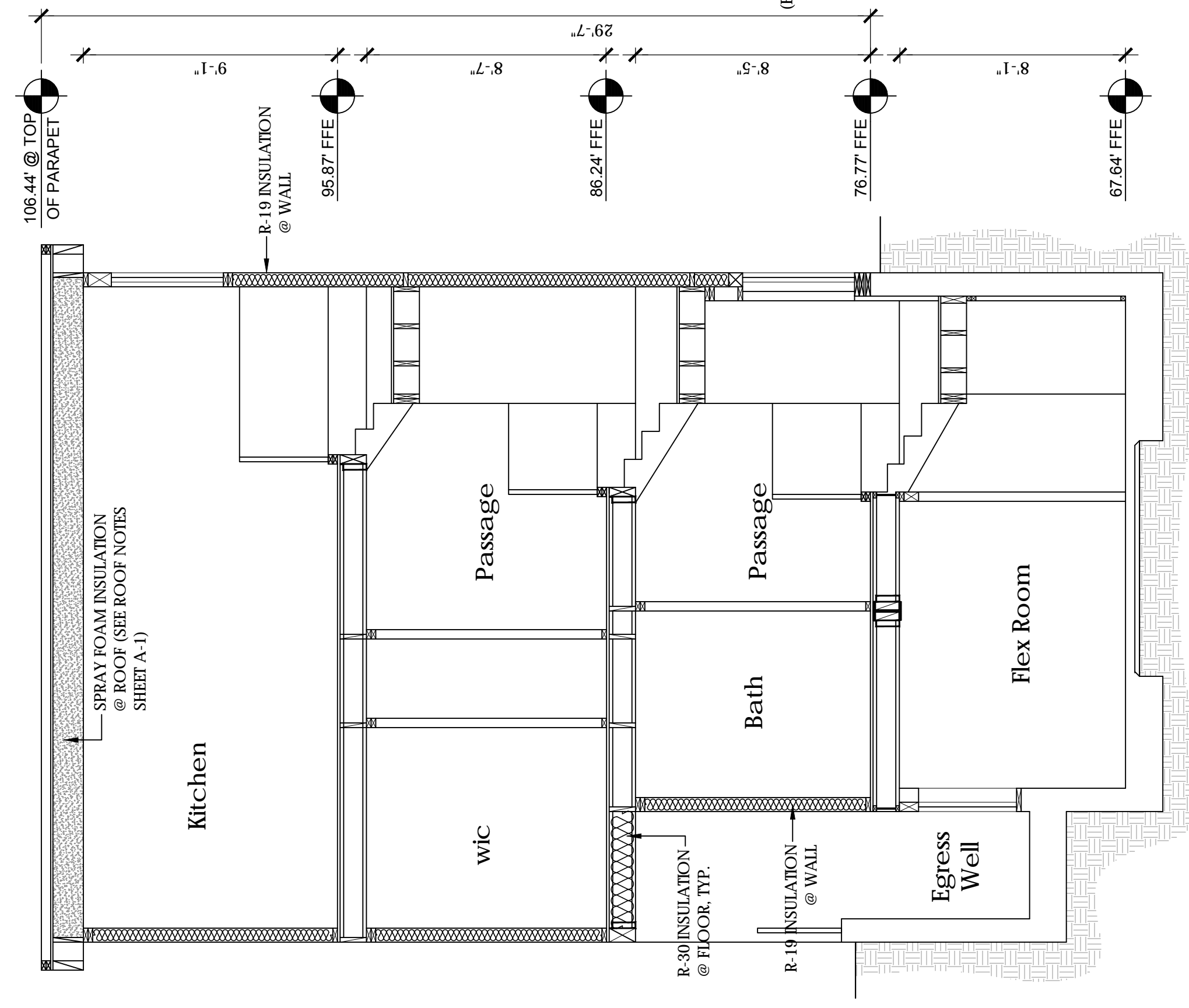
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JOB NO:

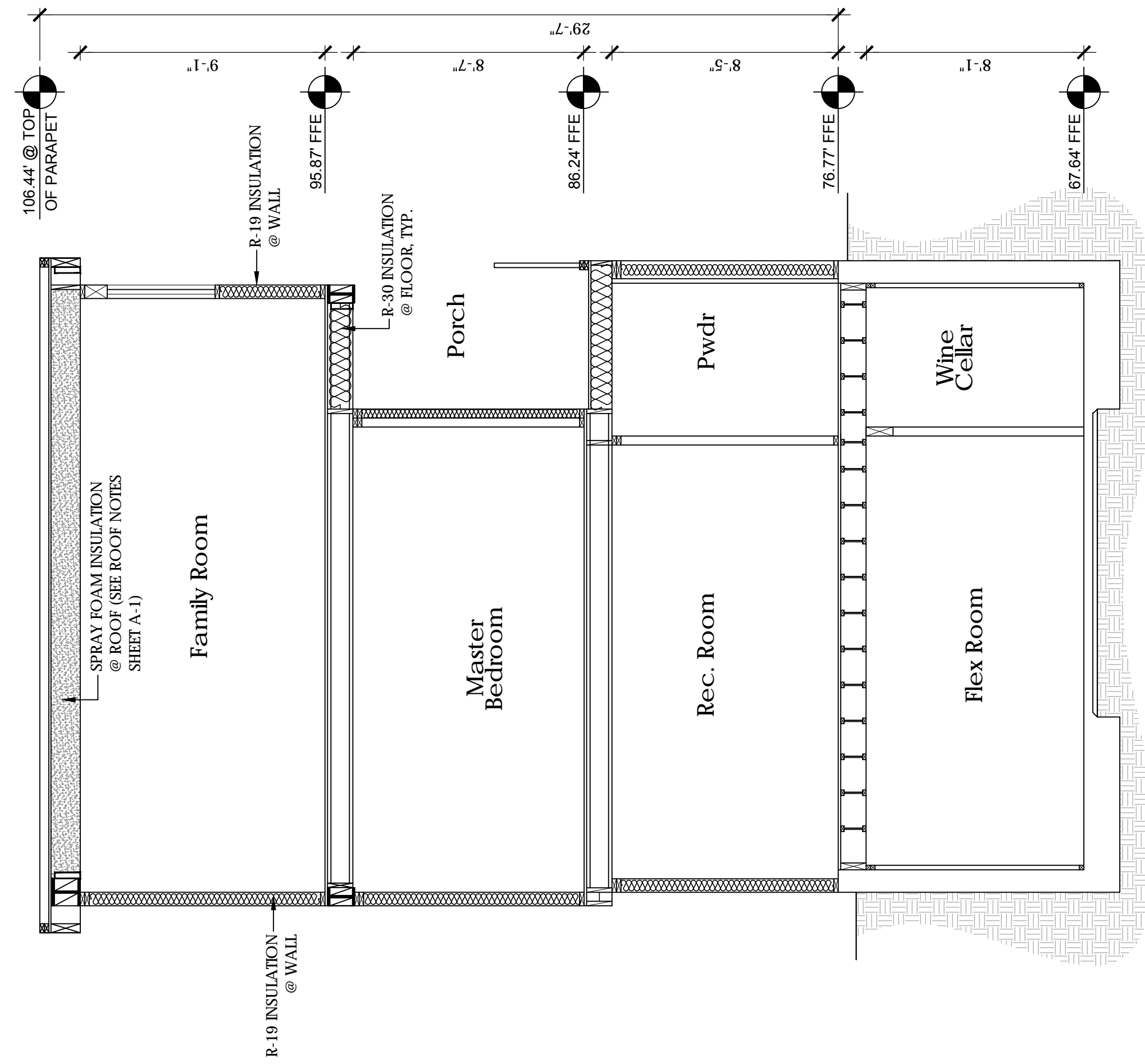
15-019



**Section D**  
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**Section C**  
 Scale: 1/4"=1'-0"



**Section B**  
 Scale: 1/4"=1'-0"

**Agenda Date:** 7/19/2016

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Raul Saenz, Interim Public Works Director  
Prem Kumar, City Engineer

**SUBJECT:**

Approve Continued Use of As-Needed Professional Services Agreement with Quantum Quality Consulting, Inc. and SA Associates, Inc. for Utility Design Services (Interim Public Works Director Saenz).

**APPROVE**

---

**RECOMMENDATION:**

Staff recommends that City Council approve continued use of As-Needed Professional Services Agreements with Quantum Quality Consulting, Inc.(Quantum) and SA Associates, Inc.(SAA) for utility design services.

**FISCAL IMPLICATIONS:**

Funds for individual task orders are available from previously approved Capital Improvement Projects.

**BACKGROUND:**

On May 19, 2015, City Council approved professional service agreements for On-Call Utility Design Services to AKM Consulting Engineers, SAA, and Quantum in the amount of \$250,000 for a three-year term for each firm. City Council also directed staff to not issue individual task orders exceeding \$100,000 without City Council approval and to not issue any additional task orders when the cumulative amount of the individual task orders exceed half the contract amount unless City Council approves the continued use of the agreement.

To date, staff has issued three task orders to Quantum for a cumulative amount of \$115,350. Similarly, staff has issued four task orders to SAA for a cumulative amount of \$103,986. For both these consultants, the cumulative amount of task orders has encumbered almost half of their contract amount (Attachment 1).

**DISCUSSION:**

Under the approved As-Needed Professional Services contract, Quantum and SAA provide complete utility design services for assigned projects. Some of the major tasks are described below:

1. Research existing records of utility companies and agencies, and coordinate the proposed improvements with existing field conditions.
2. Provide all field survey and topographic work necessary to complete the design effort. Informal field investigations including marking of removal areas may be required for some of the sidewalk, curb and gutter, and pavement replacement projects.
3. Complete the design of projects including plans, specifications, and engineer's construction cost estimate.
4. All preliminary and bid sets of plans shall be plotted on bond or velum using the AutoCAD program. All drawings shall be completed per the City of Manhattan Beach CADD Standards.
5. All original plan sheets, the title sheet of the specifications, calculations, and reports shall be signed and stamped by the Consultant's licensed professional engineer in responsible-charge of the project. These signed originals will then become the property of the City.
6. The Consultant shall provide support services during the bidding and construction phases of the project, including:
  - a) The Consultant shall respond to bidder inquiries during the bidding process, including preparation of any addenda. Upon award of the construction contract, the Consultant shall attend the pre-construction meeting.
  - b) The Consultant shall review and approve all submittals and shop plan drawings required supporting the construction contract.
  - c) The Consultant shall respond to written Requests for Information(RFI) to provide clarification or resolve discrepancies in the contract documents.
  - d) The Consultant shall provide periodic field reviews and bring to the attention of the City of Manhattan Beach any defects or deficiencies in the work by the construction contractor which the Consultant may observe.
7. Upon the completion of construction, as-builts shall be submitted to the City.
8. The Consultant shall monitor the project progress, maintain project files, and control the quality of the work performed by in-house staff and/or sub-consultants.
9. Attend meetings with the City staff as required.

10. Coordinate plan check, design topics, permits and any other issues with the City, other agencies and all utility companies as required.
11. The Consultant shall be responsible for reviewing and approving addenda and clarifications to plans and specifications.

The next project to get underway is the preparation of plans, specs and estimates for sanitary sewer main spot repairs at various locations city wide. This design work is anticipated to cost \$49,885. Since this sanitary sewer spot repair project task order when added to the current approved task orders will exceed the mid-point (\$125,000) for either one of these consultants, staff seeks approval from City Council to continue utilizing the remainder of their contract per prior City Council direction. Staff recommends continued use of Quantum's and SAA's agreements since they have performed well on previously assigned tasks.

**POLICY ALTERNATIVES:**

**PROS:** The applicable projects approved by City Council as part of the current fiscal year capital improvement plan budget can get underway.

**CONS:** If staff cannot utilize the remainder of this agreement, staff would have to revert back to issuance of project-specific Request For Proposal (RFP) to procure these design services. Issuance of a project-specific RFP and execution of associated contracts take a longer amount of time to process impacting the timeliness of project related work getting underway.

**PUBLIC OUTREACH/INTEREST:**

After analysis, staff determined that public outreach was not required for this issue.

**ENVIRONMENTAL REVIEW:**

Not a "Project" Exemption

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

**LEGAL REVIEW:**

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

**Attachment/Attachments:**

1. Quantum & SAA Task Order Summary

ATTACHMENT 1

On-Call Utility Design Services  
 \$250,000 per Consultant for 3 years  
 No Task Orders > \$100K w/o CC approval  
 Cumulative Task Orders not to exceed \$125K w/o CC approval  
 Awarded at 05/19/15 CC meeting

Project Title/Description	PM	Amount	Task Order No.	Amount	Task Order No.	Amount	Task Order No.	Amount	Task Order No.	Amount	Task Order No.	Project Running Total
Storm Drain Catch Basin CPS Insert Project	Gil	\$ 43,650.00	TASK ORDER #1									\$ 43,650.00
Radio SCADA System	Shawn	\$ 66,450.00	TASK ORDER #2									\$ 66,450.00
Well 11A Study	Shawn	\$ 5,250.00	TASK ORDER #3									\$ 5,250.00
TOTAL		\$115,350										\$ 115,350.00
SA Assoc.												
(\$250,000)												
Project Title/Description	PM	Amount	Task Order No.	Amount	Task Order No.	Amount	Task Order No.	Amount	Task Order No.	Amount	Task Order No.	Project Running Total
2014-15 Storm Drain Improvement (Spot Repairs)	Gil	\$ 863,000.00	TASK ORDER #1									\$ 863,000.00
Valuation 1401 11th Street	Prem	\$ 863.00	TASK ORDER #2									\$ 863.00
1401 11th St	Prem	\$ 6,497.50	TASK ORDER #3									\$ 6,497.50
Engineering Design Svcs for the Pier	Prem	\$ 8,625.00	TASK ORDER #4									\$ 8,625.00
Boilard Replacement												
TOTAL		\$103,985.50										\$ 103,985.50



**Agenda Date:** 7/19/2016

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Robert D. Espinosa, Fire Chief  
Eve Irvine, Police Chief

**SUBJECT:**

Creation of a Joint Powers Agency to Form the Interoperability Network of the South Bay  
(Fire Chief Espinosa).

**APPROVE**

---

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to execute a Joint Powers Agency Agreement to form the Interoperability Network of the South Bay.

**FISCAL IMPLICATIONS:**

Although no funding is necessary to join the JPA, once the Wide-Area infrastructure is placed into production, initial annual maintenance and service fees for the City of Manhattan Beach will be approximately \$123,658 per year based on the cost allocation formula contained in the Agreement. This cost will be partially offset by the annual maintenance costs of our current system. The earliest funds will be needed is Fiscal Year 2017-2018. Once known, the exact amount will be included in any adjustments to the FY 17/18 budget when it is reconsidered in the third quarter of FY 16/17.

**BACKGROUND:**

Since August 2000, the Manhattan Beach Police and Fire Departments have operated on a "conventional" analog radio system for public safety radio communications. This system was designed to provide superior coverage throughout the City and has proven successful for over a decade and a half.

Although this communication system has functioned well, the radio infrastructure and equipment is aging beyond its useful service life. Additionally, the manufacturer will be discontinuing factory-level maintenance and support by December 31, 2018, after which they will no longer be providing replacement parts and repairs. Further, due to the

technological limitations of this equipment, interoperable communications between neighboring agencies remains limited.

The City of Torrance accepted a grant for the 2014 State Homeland Security Program and approved a proposal to establish the Area G JPA. Torrance will serve as the Prime Site for the radio communications equipment and infrastructure. The system will interconnect to a regional subsystem and provide radio coverage throughout the South Bay. The system will be interdependent with the Interagency Communications Interoperability System (ICI) in Glendale. The newly formed Interoperability Network of the South Bay would provide services similar to the Los Angeles Interoperability Communications System (LA RICS) which the City withdrew from in 2015.

**DISCUSSION:**

In order to achieve interoperability throughout the area and region, a JPA is being formed. The JPA will establish and maintain a regional interoperable radio system to be shared by a proposed seven members: Cities of El Segundo, Gardena, Hawthorne, Hermosa Beach, Redondo Beach, Manhattan Beach, and Torrance. All six JPA member cities have approved the agreement.

Formation of the JPA will establish a governance board of voting directors representing all seven proposed members. The JPA board will meet regularly, adopt a budget, seek capital grant funding, allocate shared system costs, and contract for goods and services. Each City's City Manager shall serve as the voting director for that City. The JPA will be a body subject to the Brown Act. The JPA Agreement provides a shared cost allocation based on each member's 3-year average calls for police and fire service.

Funding to build the infrastructure will be through grants awarded to the South Bay Regional Public Communications Authority (SBRPCA) and the City of Torrance. The Prime Site will be located in the City of Torrance and additional sites will be located throughout the South Bay area to ensure adequate coverage remains for Manhattan Beach and all member agencies.

Specifically, authorizing execution of the JPA will provide the following:

- Expand mutual aid communication and roaming coverage throughout Area G, with the proposed seven members and their 4000+ field unit radios on the same radio platform.
- Adopt the ICI model which makes direct interoperability between law, fire, and local enforcement agencies from over 80 cities beyond Area G.
- Allow the JPA to seek grant funding and award a construction contract to build the \$5 million dollar Area G Wide-Area System establishing 5 shared radio transmitter sites.
- In the long term, the JPA would obtain, coordinate or assist in the funding of approximately \$20 million dollars in replacements for each member agency's mobile and portable radio inventory.

**POLICY ALTERNATIVES:**

There are no known pros to not joining or participating in the INSB JPA. The cons for any alternative would be great fiscal impacts in developing a standalone interoperable radio

system.

**LEGAL REVIEW**

The City Attorney has reviewed the attached agreement and approved as to form.

**Attachment/Attachments:**

1. INSB JPA Projected Costs
2. Interoperability Network of the South Bay JPA Agreement

**South Bay Interoperability JPA Cost Allocations**

CAD Event %	Allocation Ratios										0.0%
	100.0%	22.7%	8.6%	11.8%	6.6%	20.2%	17.4%	0.0%	12.7%	0.0%	
	Torrance	El Segundo	Manhattan Beach	Hermosa Beach	Hawthorne	Gardena	Inglewood	Redondo Beach	PVE		
ICIS Membership <sup>3</sup>	\$66,000	\$14,969	\$5,650	\$7,814	\$4,382	\$11,504	\$0	\$8,358	\$0		
ICIS Maintenance <sup>5</sup>	\$50,000	\$11,340	\$4,280	\$5,920	\$3,320	\$8,715	\$0	\$6,332	\$0		
ICIS SUA <sup>1</sup>	\$111,111	\$25,200	\$9,511	\$13,156	\$7,378	\$19,367	\$0	\$14,070	\$0		
<b>SubTotal:</b>	<b>\$227,111</b>	<b>\$51,509</b>	<b>\$19,441</b>	<b>\$26,890</b>	<b>\$15,080</b>	<b>\$45,945</b>	<b>\$0</b>	<b>\$28,759</b>	<b>\$0</b>		

**JPA Maintenance**

- Prime Site <sup>4</sup>	\$45,000	\$10,206	\$3,852	\$5,328	\$2,988	\$7,844	\$0	\$5,698	\$0		
- Area G - Radios <sup>6</sup>	\$75,000	\$17,010	\$6,420	\$8,880	\$4,980	\$13,073	\$0	\$9,497	\$0		
- Area G - Microwave <sup>6</sup>	\$45,000	\$10,206	\$3,852	\$5,328	\$2,988	\$7,844	\$0	\$5,698	\$0		
- Area G - Network <sup>6</sup>	\$10,000	\$2,268	\$856	\$1,184	\$664	\$1,743	\$0	\$1,266	\$0		
- Area G - Battery BU <sup>6</sup>	\$20,000	\$4,536	\$1,712	\$2,368	\$1,328	\$3,486	\$0	\$2,533	\$0		
<b>JPA SUA<sup>2</sup></b>	<b>\$200,000</b>	<b>\$45,360</b>	<b>\$17,120</b>	<b>\$23,680</b>	<b>\$13,280</b>	<b>\$34,860</b>	<b>\$0</b>	<b>\$25,326</b>	<b>\$0</b>		
<b>SubTotal:</b>	<b>\$395,000</b>	<b>\$89,586</b>	<b>\$33,812</b>	<b>\$46,768</b>	<b>\$26,228</b>	<b>\$79,909</b>	<b>\$0</b>	<b>\$50,019</b>	<b>\$0</b>		

**Torrance Maintenance<sup>7</sup>**

Torrance Maintenance <sup>7</sup>	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$0	\$50,000	\$0		
SBRPCA Maintenance <sup>7</sup>	\$250,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$0	\$50,000	\$0		
Inglewood Maintenance <sup>7</sup>											
Redondo Maintenance <sup>7</sup>	\$50,000							\$50,000			
<b>PVE Maintenance<sup>7</sup></b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>		
<b>SubTotal:</b>	<b>\$350,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>		

<b>Totals:</b>	<b>\$972,111</b>	<b>\$191,095</b>	<b>\$103,253</b>	<b>\$123,658</b>	<b>\$91,308</b>	<b>\$175,853</b>	<b>\$0</b>	<b>\$158,434</b>	<b>\$0</b>	<b>\$128,778</b>	<b>\$0</b>
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Notes:

1. The ICIS JPA requires that all members fund the ICIS System Upgrade Agreement (SUA). These funds are used to replace or upgrade equipment based on age, capacity, performance, etc. The approximate annual ICIS SUA is \$1M which appears to be 2.5% of the cost of its replaceable/participating assets). The projected cost shown is the Sobay JPAs participation in the sharing of ICIS SUA costs.
2. ICIS membership will require that the Sobay JPA system also fund its own SUA. The projected SUA is \$500K (based on 2.5% of \$20M in replaceable assets).
3. ICIS members with a population over 200,000 are charged a \$65,000 annual membership fee. The regular fee is \$46,000.
4. The first year of Prime Site warranty is included in the Prime Site capital project. Years 2 to 10 are planned to be included in the Area G System capital project. The cost shown is the projected normal annual cost.
5. Its unclear if or when ICIS membership will require participation in the larger maintenance costs. The projected annual cost is shown.
6. Costs based on revised Area G System Phase 1 scope of work with 5 RF sites. Year 1 to 10 costs are to be included in the capital project. Costs shown are projected normal annual costs.
7. Projected costs to cover trunking system equipment not covered within the scope of the JPA. This may include maintaining conventional legacy systems, etc. These costs may be fully offset by existing budget for current systems.

**JOINT EXERCISE OF POWERS AGREEMENT  
TO ESTABLISH A JOINT POWERS AGENCY TO CREATE  
THE INTEROPERABILITY NETWORK OF THE SOUTH BAY**

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THIS JOINT EXERCISE OF POWERS AGREEMENT ( the "Agreement") is made this [DATE]  
by, between and among the following public agencies:

**CITY OF EL SEGUNDO**, a municipal corporation in the State of California;  
**CITY OF GARDENA**, a municipal corporation in the State of California;  
**CITY OF HAWTHORNE**, a municipal corporation in the State of California;  
**CITY OF HERMOSA BEACH**, a municipal corporation in the State of California;  
**CITY OF MANHATTAN BEACH**, a municipal corporation in the State of California  
**CITY OF REDONDO BEACH**, a municipal corporation in the State of California  
**CITY OF TORRANCE**, a municipal corporation in the State of California, and

Each of the public agencies executing this Agreement shall individually be referred to as  
"Member" or collectively referred to as "Members."

**RECITALS**

- A. Whereas the Members require wide area and interoperable communications, and no Member acting independently has the resources to construct a communications network providing these capabilities; and
- B. Whereas the County of Los Angeles and City of Los Angeles each independently operate and maintain radio communications systems which provide wide area radio communications capability; and are constructed for optimal coverage within the areas for which these entities have responsibility; and
- C. Whereas the Members have determined that working in concert and sharing their radio communications resources is in the public interest as it provides the most effective and economical radio communications network for all participating public entities; and
- D. Whereas the goals of the Members are to provide wide area radio communications for the Members, and to provide the Members with interoperability with the County of Los Angeles, the City of Los Angeles, the Members, and the other independent cities of Los Angeles, as well as the Interagency Communications interoperability System ("ICIS") Master Site in the City of Glendale; and

- E. Whereas the Members agree that it is their goal to evaluate and if feasible, it is cost effective and appropriate for each Member to cause to be established and to participate in a public safety radio network hereinafter referred to as the "South Bay Communications Network," or "SBC-NET" to meet or enhance their current public safety radio communications needs and to provide an architecture capable of expanding to meet future needs; and
- F. Whereas the Members are each empowered, pursuant to Section 6500 et. seq. of the California Government Code to execute agreements with other public agencies to jointly exercise powers commonly held by each of the contracting public agencies ("joint powers agreement") and other powers applicable to joint powers agencies by law.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Members as herein contained, Members agree as follows:

## **ARTICLE I GENERAL PROVISIONS**

### **1.01 Purpose.**

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500, hereinafter the "Joint Exercise of Powers Act"), relating to the joint exercise of powers common to public agencies. The purpose of this agreement is to create an agency that will engage in regional and cooperative planning and coordination of governmental services to establish a wide-area interoperable public safety communications network. As part of this purpose, members will seek to meet or enhance the current public safety radio communications needs, and provide an architecture capable of expanding to meet future needs; develop funding mechanisms; and resolve technical and operational issues in the development and management of a wide-area interoperable public safety communications network. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth.

### **1.02 Creation of Authority.**

Pursuant to Government Code Section 6507, there is hereby created a public entity to be known as the " Interoperability Network of the South Bay" (hereinafter referred to as the "Authority"). The Authority shall be a public entity separate and apart from the Members and shall administer this Agreement.

### **1.03 Governance Board.**

The Authority shall be administered by a governance board ("Board") consisting of as many directors as there are Members who are parties to this Agreement, unless and until such number is changed by amendment of this Agreement. At such point the Board shall consist of as many directors as there are Members of the Authority after such amendment of this Agreement becomes effective. The governance board shall consist of the City Manager of each City Member or the City Member's designee ("Director"). Each Governance Board Director shall have an alternate appointed by the City Manager of each Member or the City Member's designee, who may act in the Director's absence ("Alternate Director"). The names of the Directors and Alternate Directors shall be provided to the Chairman of the Governance Board at the first meeting of the Board. Any change of the Directors or Alternate Directors shall be provided to the Chairman of the Board in writing in advance of any subsequent meeting. Any vacancy shall be filled in the same manner as described herein for

appointment. The Board shall be called the "Interoperability Network of the South Bay Powers Authority Governance Board" or "the Board." All voting power of the Authority shall reside in the Board.

#### **1.04 Fiscal Year.**

For purposes of this Agreement, the term "Fiscal Year" shall mean the period from July 1 of each year to and including the following June 30.

#### **1.05 Meetings of the Board.**

1.05.1 Regular Meetings. The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held every four months. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with the City Clerk of each of the Members.

1.05.2 Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code Section 54950).

1.05.3 Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act.

#### **1.06 Minutes.**

The Secretary of the Board shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Members.

#### **1.07 Voting.**

Each Director shall have one vote. An Alternate Director may participate and vote in the proceedings of the Board only in the absence of that Member's Director. No absentee ballot or proxy shall be permitted.

#### **1.08 Quorum; Required Votes; Approvals.**

A majority of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings of the Board from time to time. The affirmative votes of a majority of the Directors shall be required to take any action by the Board, except, two-thirds (2/3) vote shall be required to take any action on the following: payment of surplus revenue to Members. A unanimous vote will be required for the issuance of revenue bonds.

#### **1.09 Annual Budget and Administrative Expenses.**

The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Authority, prior to the commencement of each Fiscal Year. Administrative expenses as defined in this Section include expenses incurred to perform the duties of Treasurer of the Authority pursuant to Section 2.02.

#### **1.10 Bylaws.**

The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its

meetings as are necessary for the purposes hereof.

## **ARTICLE II OFFICERS AND EMPLOYEES**

### **2.01 Chairperson, Vice-Chairperson and Secretary.**

The Board shall elect a Chairperson and Vice-Chairperson from among the Directors, and shall appoint a Secretary who need not be a Director, in July of each calendar year. In the event that the Chairperson, the Vice-Chairperson or Secretary so elected resigns from such office or its represented Member ceases to be a Member of the Authority, the resulting vacancy shall be filled at the next regular meeting of the Governance Board held after such vacancy occurs. The officers shall perform the duties normal to said offices. The Chairperson shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. In the absence of the Chairperson, the Vice-Chairperson shall sign contracts and perform all of the Chairperson's duties.

### **2.02 Treasurer.**

Pursuant to Government Code Sections 6505.5 and 6505.6, the treasurer of the Authority shall be the Finance Director of the City of Torrance, unless and until the Board by resolution designates another treasurer, who shall be (1) the treasurer or finance director of one of the Members; (2) a certified public accountant; or (3) such other officer or employee as the board shall deem qualified to act as treasurer of the Authority ("Treasurer"). The Treasurer shall be the depository, shall have custody of all of the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations set forth in Government Code Sections 6505, 6505.5 and 6547.9.

### **2.03 Auditor.**

The Board shall appoint an auditor who shall be (1) the auditor of one of the Members; or (2) such other officer or employee as the Authority shall deem qualified to act as auditor of the Authority, ("Auditor"). The Auditor shall perform the functions of auditor for the Authority and shall make or cause an independent annual audit of the accounts and records of the Authority by a certified public accountant, in compliance with the requirements of Sections Government Code Sections 6505, 6505.5 and 6505.6 and generally accepted auditing standards.

### **2.04 Other Employees.**

The Board shall have the power by resolution to appoint and employ such other officers, employees, consultants and independent contractors as may be necessary for the purpose of this Agreement.

### **2.05 Privileges and Immunities from Liability.**

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement. None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by the Members or by reason of their employment by the Board, to be subject to any of the requirements of the Members.



**2.06 Bonding of Persons Having Access to Property.**

Pursuant to Government Code Section 6505.1, the Members shall designate the public office or officers or person or persons who have charge of, handle, or have access to any property of the Authority and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Members.

**ARTICLE III  
STANDING COMMITTEES**

**3.01 Standing Committees.**

The Board shall establish two standing committees to be known as the "Operations Committee" and the "Technical Committee" for purposes of making recommendations to the Board. Each Director shall appoint one representative to each standing committee. Each Committee shall have a Chairperson appointed by the Board and a Vice Chairperson elected by the members of the respective Committee subject to the concurrence of the Board. The Operations Committee members shall be comprised of First Responding Personnel from each Member. The Technical Committee shall be comprised of Radio Communications Personnel from each Member. A quorum of a Committee shall be a majority of its membership. All meetings of each Committee shall be held in accordance with the Ralph M. Brown Act.

**3.02 First Responding Personnel.**

For purposes of this Agreement, First Responding Personnel shall mean personnel of the departments of fire, police or emergency medical services.

**3.03 Radio Communications Personnel.**

For purposes of this Agreement, Radio Communications Personnel shall mean personnel responsible for radio system management, planning, maintenance and operation.

**ARTICLE IV  
POWERS**

**4.01 General Powers.**

The Authority shall have the powers common to each of its Members and shall do all acts necessary or convenient to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04 of this Agreement. As provided in the Joint Exercise of Powers Act, the Authority shall be a public entity separate from the Members.

**4.02 Power to Issue Revenue Bonds.**

The Authority shall have all of the powers provided in Articles 2 and 4 of Chapter 5, Division 7, Title 1 of the California Government Code (hereinafter the "Bond Act"), including the power to issue bonds thereunder, ("Bonds").

**4.03 Specific Powers.**

The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

4.03.1 To make and enter into contracts, provided that under no circumstance shall the Board

enter into any contract or commit any act of omission which may result in a debt, liability or obligation, either present or future, for any individual Member, unless such Member expressly agrees in writing to be bound by such contract or conduct;

4.03.2 To acquire, construct, maintain, or operate telecommunications systems or service and to provide the equipment necessary to deliver public services therefrom;

4.03.3 To employ or engage contractors, agents, or employees;

4.03.4 To sue and be sued in its own name;

4.03.5 To apply for, receive and utilize grants and loans from federal, state or local governments or from any other available source in order to pursue the purpose of the Authority;

4.03.6 To issue bonds and otherwise to incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation to the Members;

4.03.7 To invest any money in the treasury pursuant to Government Code Section 6505.5 which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Government Code Section 53601; and

4.03.8 To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.

4.03.9 To establish the procedures and costs for adding new Members and Subscribers.

4.03.10 To establish a cost allocation procedure that will be based upon the total incident numbers generated by Computer Aided Dispatch (CAD) for each Member in 2013, 2014, and 2015. The total incident numbers for each Agency will be reviewed every two years. The cost allocation procedure will provide for a true up based on the biennial review. Withdrawal of any Member will require the cost allocation to be revised.

4.03.11 To adjust the cost allocation procedure to take into account a Member providing staff to the JPA under Sections 2.02 and 2.03. This could be a credit against the Member's cost allocation.

4.03.12 To determine costs and obligations subject to the following criteria:

(a) Costs and obligations stemming from grants issued directly to individual members will be the responsibility of the Member, not the Authority.

(b) Costs and obligations stemming from grants issued directly to the Authority will be the responsibility of the Authority, will be based upon the adopted cost allocation procedure.

(c) Costs and obligations related to an asset transferred to the Authority will be the responsibility of the Authority, will be based upon the adopted cost allocation procedure.

(d) Any costs incurred related to grants to the Authority, assets transferred to the Authority, or assets acquired by the Authority will be based upon the adopted cost allocation procedure.

#### **4.04 Limitation on Exercise of Powers.**

All common powers exercised by the Board shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the City of Torrance and as set forth in this Agreement.

#### **4.05 Obligations of Authority.**

The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members. In addition, pursuant to Government Code Section 6547.8, no Director shall be personally liable on the Bonds or subject to any personal liability or accountability by reason of the issuance of Bonds.

### **ARTICLE V CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS**

#### **5.01 Contributions.**

The Members may, in the appropriate circumstance, when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein; (b) make payments of public funds to defray the cost of such purposes; (c) make advances of public funds for such purposes, such advances to be repaid as provided herein; (d) use its personnel, equipment or property in lieu of other contributions or advances; or (e) recovery of costs for staff labor and duties pursuant to Section 2.02 and Section 4.03.12. Contributions will be set pursuant to the procedures found in Section 4.03.10. The provisions of Government Code Section 6513, as it may be amended from time to time, are hereby incorporated into this Agreement by reference.

#### **5.02 Accounts and Reports.**

To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by duly appointed representatives of the Members. The Treasurer, within 180 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members to the extent that such activities are not covered by the report of such trustee. The trustee appointed under any indenture or trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said indenture or trust agreement as may be desirable to carry out this Agreement.

#### **5.03 Funds.**

Subject to the applicable provisions of any instrument or agreement which the Authority may enter into which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have custody and disburse Authority funds in accordance with laws applicable to public agencies and generally accepted accounting practices, and shall make the disbursements required by this Agreement or to carry out any of the purposes of this Agreement.

#### **5.04 Use of Prime Site and Infrastructures.**

The City of Torrance shall permit the use of its Prime Site and use of its infrastructure to the Authority.

Members that currently maintain Infrastructure or Members that intend to develop Infrastructure in the future may permit the use of such Infrastructure to the Authority. Members not developing an Infrastructure may permit the use of radio stations and/or trunking-capable frequencies.

**5.05 Sharing of Frequencies.**

Members holding licenses to frequencies ("Licenses") may authorize the Authority to share the use of such frequencies and/or radio stations in accordance with the Code of Federal Regulations, (47 CFR 90.179). Such authorization may be revoked by the Member holding the License at any time, upon 90 days advanced written notice to the Authority. Licenses to frequencies shall remain primary to the Member holding the License. Any authorization for the use of such License shall be made pursuant to a written agreement between the Member and Authority. Member Agencies shall permit the use of their current or future sites as shared sites.

**5.06 Infrastructure.**

For purposes of this Agreement, Infrastructure shall mean an interconnected trunked radio system or remote site, not including the Prime Site or improvements thereto, or any system microwave.

**5.07 Prime Site.**

For purposes of this Agreement, Prime Site shall mean the City of Torrance's systems and equipment through which the infrastructure components are interconnected and which controls subscribers roaming through remote sites.

**5.08 Upgrade and Replacement**

Subject to the Board's approval based on an interval or criteria of its own choosing, the costs related to equipment upgrades and replacements shall be allocated per the approved model, provided that they improve the capabilities or extend the useful life of the overall system. This shall apply to jointly-owned JPA assets and agency-owned assets, as unanimously agreed upon by the Board.

**ARTICLE VI  
TERM, WITHDRAWAL AND TERMINATION**

**6.01 Term.**

This Agreement shall become effective, and the Authority shall come into existence, on the date when at least two Members have approved and executed this Agreement, and this Agreement and the Authority shall thereafter continue in full force and effect so long as there are at least two Members who are participating as part of the Authority. However, if any Bonds have been issued and remain outstanding, this Agreement cannot be terminated, and Members benefiting from such Bonds shall not withdraw from the Authority, until all revenue bonds or other forms of indebtedness issued pursuant hereto, and the interest thereon, shall have been paid or adequate provision for such payment shall have been made in accordance with the resolution (or indenture) adopted by the Board. No termination or amendment shall be made which is contrary to the language, spirit or intent of any contract and/or grant agreement entered into by the Authority.

**6.02 Withdrawal by Members.**

Subject to the restriction on withdrawal contained in Section 6.01 above, members of the Authority may withdraw from membership based upon the following provisions. Members who do not provide Infrastructure to the Authority shall provide ninety (90) days advanced written notice of intent to withdraw from the Authority to the Chairperson. Members which provide Infrastructure to the Authority, shall provide twelve (12) months advanced written notice of intent to withdraw from the

Authority to the Chairperson. The City of Torrance shall provide twenty-four (24) months advanced written notice of intent to withdraw from the Authority to the Chairperson. In the event the City of Torrance withdraws from the Authority, the Authority and/or the remaining Members independently shall have the right and option, for consideration received, to remain interconnected with City of Torrance's Prime Site, provided City of Torrance radio users retain the right to roam onto those Members' Infrastructure, and the Members provide funds that are mutually agreeable and sufficient for the maintenance of that portion of the Prime Site used by the Members. This option must be exercised by entering into a separate agreement between the City of Torrance and by the adoption of a resolution by the Board or by the governing body of the Member on or before sixty (60) days prior to the last day for withdrawal of the City of Torrance.

### **6.03 Financial Liability of Withdrawing Members**

(a) A withdrawing Member shall remain liable for all financial liabilities incurred during its membership in the Authority; however, the Member shall not be liable for any new financial liabilities incurred after submitting written notice to withdraw.

(b) The withdrawing Member must continue to pay its share of operating costs during the ninety day, twelve month, or twenty-four month notice period, as applicable, after submitting its written notice of the intent to withdraw.

(c) The Authority and the withdrawing Member may negotiate a buy-out agreement for early termination of membership to retire any ongoing financial obligations the Member shares with the Authority.

(d) If a withdrawing Member holds a seat on the Board, that Member's participation on the Board shall immediately cease when the written notice to withdraw is submitted.

### **6.04 Retention of Assets by Withdrawing Members.**

Each Member shall hold its licenses and retain sole ownership of its licenses, including those authorized for use by the Member to the Authority. The licenses and any System Components provided by a Member to the Authority shall remain the sole asset of that Member unless otherwise negotiated. If requested by the Authority, the withdrawing member shall consider options for the Authority's continued use of Member assets. Acceptance of any option is at the sole discretion of the withdrawing Member. In addition, the use by the Authority of the withdrawing Member's System Components shall be terminated upon the effective date of withdrawal, and such System Components shall remain the sole asset of the withdrawing Member, unless otherwise agreed. Such withdrawing Member shall have no interest or claim in any remaining assets of the Authority, the Board, or of any of the remaining Members.

### **6.05 Termination of Authority and Disposition of Assets.**

Upon termination of this Agreement and dissolution of the Authority by all Members then party to this Agreement and after payment of all obligations of the Authority, all property of the Authority, both real and personal, shall be divided among such Members in shares proportionate to the total contributions for the acquisition of said property made by such Members. Upon a vote of a two-thirds majority of the Board, the Board may sell such property and distribute the proceeds of such sale among such Members in shares proportionate to the total contributions for the acquisition of said property made by such Members. If the assets consist of money, any money in the possession of the Authority shall be divided in proportion to the contributions made by the Members then party to this Agreement. Members shall hold their licenses and retain their licensing rights to the shared frequencies authorized to the Authority. In addition, each Member shall hold their Licenses and retain their Licensing rights to the shared frequencies authorized to the Authority pursuant to Section 5.05

and any Infrastructure provided by the Member to the Authority shall remain the sole asset of that Member.

#### **6.06 Inability to Contribute**

Should a Member not be able to pay their share of any Board approved cost, they agree to withdraw from the JPA and forfeit any prior real or financial contributions. All other provisions in this Agreement shall remain intact as described (i.e. frequency sharing, site sharing). At the Board's discretion, based on a majority vote, it may allow a Member a 30-day late payment grace period or a 1-time adjusted allocation with the Member owing nothing.

### **ARTICLE VII MISCELLANEOUS PROVISIONS**

#### **7.01 Notices.**

Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in person or by certified or registered mail, postage prepaid, addressed to the attention of the Secretary of the Authority and to the City Clerk of each of the City Members and the Executive Director of the Authority at their principal place of business. Any written notice sent by first class United States mail shall be deemed given on the third (3rd) business day after deposit. Any written notice sent via certified return receipt requested shall be deemed given on the date such return receipt is signed by the addressee.

#### **7.02 Amendment; Addition of Members.**

7.02.1 In addition to the original signatories to this Agreement, any local agency may become a Member of the Authority. The addition of any local agency shall become effective upon:

- (i) the execution on behalf of such local agency of a counterpart of this Agreement and the delivery of such executed counterpart to the Board; and
- (ii) the adoption of a resolution of the Board admitting that local agency to the Authority. As used in this Section, local agency shall mean a county, a city, whether general law or chartered, or a joint powers agency.

7.02.2 This Agreement may be amended at any time by a minimum two-thirds (2/3) agreement of the then existing Members, evidenced by the execution of a written amendment to this Agreement.

#### **7.03 Membership.**

Notwithstanding any other provisions of this Agreement, if all the Members named on the first page of this Agreement have not approved and executed this Agreement on or before May 1, 2016, but two or more of the Members have approved and executed this Agreement on or before said date, then the Authority shall be deemed created by only those Members who have approved and executed this Agreement on or before said date, and only those agencies shall be parties to this Agreement. After May 1, 2016, any agencies who are not then parties to this Agreement may become parties in the manner set forth in Section 7.02.1.

#### **7.04 Consents and Approvals.**

Any consents or approvals required under this Agreement shall not be unreasonably withheld.

**7.05 Enforcement of Authority.**

The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

**7.06 Severability.**

If anyone or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**7.07 Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of each Member.

**7.08 Assignment.**

No Member shall assign any rights or obligations under this Agreement without the prior written consent of all other Members.

**7.09 Governing Law.**

This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

**7.10 Headings.**

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

**7.11 Counterparts.**

This Agreement may be executed in counterparts

**7.12 No Third-Party Beneficiaries.**

This Agreement and the obligations hereunder are not intended to benefit any party other than the SBC-NET JPA and its Members, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or nonperformance under this Agreement, except as expressly provided otherwise herein.

**7.13 Filing of Notice of Agreement.**

Within 30 days after this Agreement becomes effective, the City of Torrance shall file with the Secretary of State the notice of Agreement required by Government Code Section 6503.5.

**7.14 Conflict of Interest Code.**

The Board shall adopt a conflict of interest code as required by law.

**7.15 Indemnification.**

The Authority shall defend, indemnify and hold harmless each of the Members from any and all claims, losses, suits, injuries, damages, costs and expenses, including attorney's fees, arising from or as a result of any acts, errors or omissions of the Authority or its officers, agents or employees, to the extent of the Authority's negligence or willful misconduct. The indemnity granted under this

Section shall extend to the officers, agents, employees and contractors of each indemnified party.

**7.16 Dispute Resolution/Legal Proceedings.**

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Members and/or the Authority. If any action at law or in equity is brought to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, as follows:

**CITY OF EL SEGUNDO**

Approved as to form

\_\_\_\_\_  
Mayor, City of El Segundo

\_\_\_\_\_  
City Attorney, City of El Segundo

**CITY OF GARDENA**

Approved as to form

\_\_\_\_\_  
Mayor, City of Gardena

\_\_\_\_\_  
City Attorney, City of Gardena

**CITY OF HAWTHORNE**

Approved as to form

\_\_\_\_\_  
Mayor, City of Hawthorne

\_\_\_\_\_  
City Attorney, City of Hawthorne

**CITY OF HERMOSA BEACH**

Approved as to form

\_\_\_\_\_  
Mayor, City of Hermosa Beach

\_\_\_\_\_  
City Attorney, City of Hermosa Beach



**CITY OF MANHATTAN BEACH**

Approved as to form

\_\_\_\_\_  
Mayor, City of Manhattan Beach

\_\_\_\_\_  
City Attorney, City of Manhattan Beach

**CITY OF REDONDO BEACH**

Approved as to form

\_\_\_\_\_  
Mayor, City of Redondo Beach

\_\_\_\_\_  
City Attorney, City of Redondo Beach

**CITY OF TORRANCE**

Approved as to form

\_\_\_\_\_  
Mayor, City of Torrance

\_\_\_\_\_  
City Attorney, City of Torrance

\_\_\_\_\_



**Agenda Date:** 7/19/2016

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Robert D. Espinosa, Fire Chief

**SUBJECT:**

Agreement with the Beach Cities Health District for Grant Funding for Paramedic Education and Medical Supplies (Fire Chief Espinosa).

**APPROVE**

---

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to: a) execute an Agreement with the Beach Cities Health District (BCHD) to purchase services and non-reimbursed medical supplies for eligible residents; and b) accept the grant in the amount of \$29,364 from the Beach Cities Health District.

**FISCAL IMPLICATIONS:**

The grant allows the Beach Cities Health District to reimburse the City of Manhattan Beach for costs and expenses relating to the purchasing of medical supplies and contract services for a nurse educator to provide continuing education for paramedics and maintenance of an emergency medical services quality improvement program.

**BACKGROUND:**

In the late 1940s, the California State Legislature authorized communities to form special districts to build hospitals and operate health care facilities. The Beach Cities Health District was formed in 1955 to construct and run the South Bay Hospital. Leased to a private operator in 1984, it could not compete against other local hospitals and closed in 1998. Beach Cities Health District is the largest preventive health agency in the nation. They have served the communities of Hermosa Beach, Manhattan Beach, and Redondo Beach since 1955. The organization offers an extensive range of dynamic health and wellness programs, with innovative services and facilities to promote health and prevent diseases in every lifespan—from pre-natal and children to families and older adults. The Beach Cities Health District grant is for the 2016-2017 fiscal year. The City of Manhattan Beach has used grant monies in the past to purchase emergency medical supplies for paramedic ambulances and

for training and education of the Fire Department's paramedic in emergency medical medicine.

**DISCUSSION:**

The City's Fire Department collects approximately 67% of patient billing for medical ambulance transports. Additionally, the department uses medicals supplies and equipment for patients our paramedics treat, but do not transport. The costs for these supplies (\$16,239) are not billed to patients if a Manhattan Beach ambulance does not transport the person to an emergency room. The grant monies offset these costs. The grant also provides partial funding for a nurse educator (\$13,125) for paramedic continuing education and maintenance of the department's quality improvement program. The City of Manhattan Beach has received grant funding from Beach Cities Health District annually since 1998 for nurse educator hours and medical supplies.

**POLICY ALTERNATIVES:**

There are no known pros for not executing this contract or accepting these grant funds. The cons in any alternative would require additional general fund monies or an alternative funding source(s) to pay for paramedic education or non-reimbursed medical supplies.

**LEGAL REVIEW**

The City Attorney has reviewed the attached agreement and approved as to form.

**Attachment/Attachments:**

1. Beach Cities Health District Grant Agreement FY2016-2017

**AGREEMENT FOR SERVICES**

BETWEEN

PUBLIC AGENCY

(hereinafter referred to as "SERVICE PROVIDER")

and

BEACH CITIES HEALTH DISTRICT, a California Health Care District  
(hereinafter referred to as "BCHD")

514 North Prospect Avenue, Redondo Beach, CA 90277

1. Service Provider

Official Name of Agency: City of Manhattan Beach, Fire Department

Address: 1400 Highland Avenue

Manhattan Beach, CA 90266

Contact Person: Chief Robert Espinosa

Phone Number: (310) 802- 5204

Email Address: respinosa@citymb.info

2. Contract

Contract Number: **2016-2017/AGREEMENT #16-17/1**

Program Title: Emergency Medical Services (the "Program")

Reimbursable Amount not to Exceed: \$29,364  
("Total Reimbursable Amount")

3. Contract Description

This document is a binding contract to purchase services for eligible residents of the area served by the BCHD. This agreement consists of this document and the following exhibits and attachments, which by this reference are included and made a part of this agreement. This contract and the following exhibits and attachments describe all material elements of the Program.

- ◆ *Attachment A - Conditions (if any)*
- ◆ *Attachment B - Scope(s) of Service*
- ◆ *Attachment C – Sanctions and Hearing Process*
- ◆ *Attachment D – Performance Standards*

4. Term and Termination

A. The term of this agreement is from **July 1, 2016 through June 30, 2017**, subject however, to earlier termination as provided herein.

B. Either party shall have the right to terminate this agreement upon the occurrence of any one or more of the following events: (i) with or without cause upon seven (7) calendar days prior written notice; (ii) breach of this agreement by the other party where the breach is not cured within fourteen (14) calendar days (or such longer period as is permitted by Attachment C) after one party gives written notice of the breach to the other party; (iii) neglect of professional duty by SERVICE PROVIDER in a manner that poses an imminent danger to the health or safety of any individual; (iv) BCHD funding is withheld, reduced, suspended or terminated for any reason whatsoever; (v) another service provider is identified by BCHD; or (vi) either party dissolves, becomes insolvent, or becomes the subject of voluntary or involuntary bankruptcy proceedings. BCHD and SERVICE PROVIDER will comply with the provisions of the Sanctions and Hearing Process (Attachment C) regarding any termination hereunder.

C. Upon any termination or expiration of this agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or expressly survive such termination or expiration. SERVICE PROVIDER shall only be compensated by BCHD in accordance with the terms of this agreement and the Sanctions and Hearing Process (Attachment C).

5. Legal Responsibility and Liability

In authorizing execution of this agreement, the governing body of the SERVICE PROVIDER, on behalf of the SERVICE PROVIDER, accepts legal responsibility and liability for the service, agrees to be knowledgeable of the requirements of this agreement and responsible for compliance with the provisions of this agreement. In no event shall the BCHD be legally responsible or liable for the service or for SERVICE PROVIDER'S performance or failure to perform under this agreement.

6. Reduction of Awarded Funds

A. BCHD reserves the right to withhold funds, in its sole discretion, if BCHD determines that SERVICE PROVIDER is not complying with this agreement in full. BCHD shall inform SERVICE PROVIDER of the reason for any withholding of funds.

B. The BCHD will not reimburse the full amount of the contract if the SERVICE PROVIDER does not meet the contracted units of service as described in Attachment B, hereinafter referred to as the "Scope of Service."

C. SERVICE PROVIDER hereby expressly waives any and all claims against the BCHD for damages arising from the withholding, termination, suspension or reduction of the funds provided by the BCHD.

7. Increase of Contract Award

In its sole discretion, the BCHD may increase the amount of awarded funding subsequent to execution of this agreement if additional funding is available and the BCHD has identified a need for additional services. The SERVICE PROVIDER will be required to increase the service objectives as described in the Scope of Service to qualify for additional funding. Any such increase in funding will not be subject to a competitive process. Increases will not be considered unless the SERVICE PROVIDER has submitted a request in writing that includes a proposed budget and a rationale for the increase.

8. Unexpended Funds

SERVICE PROVIDER is in no way entitled to unexpended funds if units of service are not completed within the fiscal year. **Final reimbursement will not be issued to SERVICE PROVIDER if request(s) for reimbursement and final program report are not received by BCHD within 30 days of the close of the fiscal year.**

9. Other Funding Sources

SERVICE PROVIDER shall report to the BCHD information regarding other funding sources for the services covered under this agreement. BCHD expects SERVICE PROVIDER to actively recruit other funding sources.

10. Acknowledging BCHD Funding

A. SERVICE PROVIDER shall acknowledge funding of the contracted service(s) by the BCHD in all oral or written explanations of the Program, including all brochures, press releases, advertising materials and other communications. Equipment or facilities purchased with BCHD grant funds shall include signage acknowledging BCHD funding. Therefore, subject to SERVICE PROVIDER'S compliance with the terms and conditions of this Agreement and such written guidelines on usage as may be provided from time to time to SERVICE PROVIDER by BCHD, BCHD hereby grants SERVICE PROVIDER a revocable, non-transferable, non-exclusive license to use the Logo Marks for the purposes described above in this Section 10(a) in California for the duration of this agreement; provided, however, that this limited license may be revoked by BCHD at any time and for any reason whatsoever, in BCHD'S sole discretion. SERVICE PROVIDER may only use the Logo Marks provided to SERVICE PROVIDER by BCHD and may not change, amend or alter the Logo Marks in any way. All goodwill arising out of any use of any of the Logo Marks by SERVICE PROVIDER will inure solely to the benefit of BCHD. SERVICE PROVIDER hereby agrees that: (i)

except as set forth above in this Section 10(a), SERVICE PROVIDER has no right, title or interest in or to the Logo Marks; and (ii) SERVICE PROVIDER will not engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and/or reputation of BCHD or the Logo Marks.

B. No statement shall be made that indicates, suggests, or implies that the BCHD endorses a program without the explicit, written approval of the BCHD. Any materials containing an endorsement by BCHD shall be submitted to BCHD for approval and shall not be released or used until BCHD grants such approval.

11. Program Description

SERVICE PROVIDER shall have available for prospective consumers, someone who receives service(s) from the SERVICE PROVIDER, or others a Program description detailing the nature of the Program service(s). This written Program description may be separate or incorporated in an overall Program brochure developed by the SERVICE PROVIDER or its agent. The SERVICE PROVIDER shall provide a copy of the Program description to the BCHD upon request.

12. Status of SERVICE PROVIDER

A. The relationship between the BCHD and SERVICE PROVIDER and the agents, employees and subcontractors of SERVICE PROVIDER, in the performance of this agreement, shall be one of independent contractors; and, no agent, employee or subcontractor of SERVICE PROVIDER shall be deemed an officer, employee, or agent of the BCHD.

B. SERVICE PROVIDER shall be responsible for making all employee tax withholdings and employee related contributions required by state and federal law.

13. Personnel

SERVICE PROVIDER represents that it has or will secure, at the expense of the Program, such qualified personnel as may be required to perform the obligations of SERVICE PROVIDER under this agreement.

14. Use of Funds for Lobbying or Political Purposes

SERVICE PROVIDER shall not use funds provided by the BCHD for any political campaign, or to support attempts to influence legislation by any governmental body.

15. Federal, State, Local Laws, Regulations, and Organizational Documents



SERVICE PROVIDER shall comply with all federal, state, and local laws and regulations, including but not limited to labor laws; occupational and general safety laws; licensing laws; and, fire, health and sanitation laws. SERVICE PROVIDER shall comply with all SERVICE PROVIDER organizational documents. All licenses, permits, notices and certificates are required to be maintained by SERVICE PROVIDER shall be in effect throughout the term of this agreement. SERVICE PROVIDER shall notify the BCHD immediately if any required licenses or permits are canceled, suspended, or otherwise ineffective.

16. BCHD Policies and Procedures

SERVICE PROVIDER shall comply with and implement the policies, direction and information provided by BCHD grant policies and procedures, including but not limited to the Compliance Policy (see Attachment C) and Performance Standards (see Attachment D).

17. RESERVED

18. Monitoring/Evaluation

A. SERVICE PROVIDER shall continually evaluate the effectiveness, feasibility and cost of the services provided. SERVICE PROVIDER shall participate in any similar efforts undertaken or required by the BCHD including data collection, research and program evaluation.

B. SERVICE PROVIDER shall participate with BCHD in collecting consumer feedback on the services provided through this agreement.

C. SERVICE PROVIDER shall make available upon request all records regarding the contracted services. These records must confirm data provided to the BCHD in a quarterly program and request for reimbursement reports (see Attachment C). Monthly reports and reimbursement are allowable at the request of SERVICE PROVIDER.

D. SERVICE PROVIDER shall attend and participate in BCHD information, technical or capacity building workshops unless exempted by the BCHD Program Contact. BCHD shall be supportive of SERVICE PROVIDER'S efforts in this area and shall be available for consultation.

E. Both during the term of this agreement, and thereafter, SERVICE PROVIDER shall participate in and comply with all evaluation and contract monitoring procedures, including without limitation, interviews with the BCHD Program Contact and relevant BCHD staff.

19. Scope and Location of Services

SERVICE PROVIDER shall perform in a satisfactory and appropriate manner, as determined by the BCHD, the services in the geographic area(s) as specified in the Scope of Service (see Attachment B). BCHD prefers that SERVICE PROVIDER provide services at a location within the BCHD service area.

20. Program Performance

A. If the SERVICE PROVIDER exceeds the units of service outlined in the Scope of Service, the BCHD is not obligated to provide funding in excess of the Total Reimbursable Amount.

B. Prior written request of and consent by the BCHD is required for any discontinuation or interruption in the provision of services under this agreement, which discontinuation or interruption is reasonably foreseeable by the SERVICE PROVIDER.

21. Program Changes/Modifications and Scope of Service Revisions

A. SERVICE PROVIDER shall submit, in writing, a request for Program revisions to the BCHD prior to implementation of any significant proposed Program changes or modifications and Scope of Service revisions. Such request must be received by the BCHD at least 30 days prior to the date that such a change is to be implemented. Such change shall not be implemented without BCHD's prior approval.

B. SERVICE PROVIDER shall submit a revision request in writing should units of service or unit costs change. The request must include an explanation, revised budget/scope of service, and justification for the requested revision.

22. Grievance Procedure

SERVICE PROVIDER shall have a system through which consumers shall have the opportunity to express and have considered grievances and complaints regarding the delivery of services under the Program.

23. Consumer Evaluation of Services

SERVICE PROVIDER shall maintain formal procedures for obtaining the views of consumers regarding Program service operations. Suggestions relative to service changes or modifications must receive appropriate consideration by SERVICE PROVIDER. Acceptable methods for soliciting consumer input include, but are not limited to, standardized consumer questionnaires and interviews and a consumer advisory group.

24. Conflict of Interest/Self-Dealing

SERVICE PROVIDER and SERVICE PROVIDER'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business entity or source of income, which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this agreement.

25 Insurance and Hold Harmless

A. SERVICE PROVIDER agrees to indemnify, defend and hold harmless the BCHD and its officers, agents, employees and servants, from any and all claims and losses accruing or resulting to any employees, contractors, subcontractors, material men, laborers, agents and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing, or resulting to any person, firm, or corporation who may be injured or damaged by SERVICE PROVIDER in the performance of this agreement. The parties agree that the indemnification obligations under this Section 25(A) shall only apply if and to the extent that such indemnified acts or omissions are not completely covered by insurance proceeds paid to BCHD from insurance carried by SERVICE PROVIDER.

B. SERVICE PROVIDER'S insurance carrier shall furnish the BCHD with current certificates of insurance. The certificate shall name BCHD as additional insured and include BCHD as certificate holder as indicated below. Photocopies of certificates will not be accepted. Current certificates are required at the BCHD before execution of this agreement and remittance of reimbursement for services. **It is the SERVICE PROVIDER'S responsibility to require the insurance carrier to provide the BCHD an updated certificate when insurance coverage is changed or renewed.**

C. The certificates of insurance and policies shall specify that insurance may not be canceled or coverage reduced without thirty (30) days written prior notice delivered to BCHD.

D. SERVICE PROVIDER shall require the insurance carrier to include the Program name on any certificate of insurance documents.

E. SERVICE PROVIDER shall obtain and continuously maintain during the term of this agreement, the following types and amounts of insurance (only the checked items):

- Commercial General Liability insurance of at least \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury and property damage liability for all phases of operation. Such liability insurance shall include a cross liability or severability of interest provision.

- Comprehensive Automobile Coverage of at least \$1,000,000 combined single limit for vehicles used in the Program's service operation covering property damage for volunteers and paid employees, including owned, hired and non-owned automobiles and uninsured motorists.
- Worker's Compensation (including Employer's Liability) with BCHD as Certificate Holder. The SERVICE PROVIDER shall be a qualified self-insurer or shall carry full workers' compensation and employers' liability insurance coverage, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California.
- Fidelity Bond (Government Agencies Exempt). If SERVICE PROVIDER is not a governmental agency, it shall secure a fidelity bond covering all paid and volunteer employees, officers, and other persons holding positions of trust, indemnifying the BCHD against all losses resulting from fraud or lack of integrity, honesty, or fidelity.
- Equipment – All Risk Property
- Professional Liability (errors and omissions and medical/malpractice) with *BCHD as Certificate Holder*. SERVICE PROVIDER must assure that all personnel providing professional services under this agreement have professional liability (errors and omissions/medical malpractice) insurance for \$1,000,000 per occurrence and \$3,000,000 aggregate appropriate to the service being provided.
- Vehicle Comprehensive. For vehicles owned by the SERVICE PROVIDER, vehicle comprehensive insurance will be required on vehicles at replacement value less a maximum deductible of \$500. Collision insurance will also be required on SERVICE PROVIDER owned vehicle at replacement value less deductible.
- Vehicle Collision

26. Property - Equipment

SERVICE PROVIDER may purchase equipment with funds from BCHD, provided, however, that any non-expendable equipment so purchased with a purchase price of Three Hundred Dollars (\$300) or more (the "Equipment") shall be the property of BCHD and BCHD shall hold all right, title and interest in and to such Equipment. BCHD hereby grants SERVICE PROVIDER the limited right to use such Equipment for the term of this agreement. Upon the termination of this agreement for any reason whatsoever, SERVICE PROVIDER shall return such Equipment to BCHD, unless instructed otherwise by BCHD in writing. SERVICE PROVIDER shall notify BCHD in writing within three (3) days of purchasing any Equipment.

27. Intellectual Property

A. SERVICE PROVIDER hereby acknowledges and agrees that it may gain access to certain trade secrets and confidential and proprietary information and information of BCHD, including, without limitation, policies, procedures, protocols, processes, service contracts, customer lists, business policies and procedures, and other information and/or data related to the past, current, future or proposed operations, products, technology, services and business of BCHD (including all copyrights, trademarks and other intellectual property rights therein, and all applications or registrations related thereto) whether communicated orally or appearing in reports, books, articles or other materials (collectively “**Proprietary Information**”). In order to ensure such Proprietary Information cannot be used by SERVICE PROVIDER to the detriment of BCHD, and generally to protect the goodwill of the BCHD’s business, SERVICE PROVIDER agrees that for the duration of the term of this agreement, and for a period of two (2) years thereafter, SERVICE PROVIDER will not, and will not permit any of its employees or agents to, directly or indirectly (except as provided in Section 10): (a) disclose any Proprietary Information, in whole or in part, to any person or entity; (b) permit the use or appropriation of any Proprietary Information by any person or entity; (c) personally use or appropriate any Proprietary Information for any purpose other than the furtherance of this agreement; or (d) otherwise disclose, use, or appropriate any Proprietary Information in any way not expressly authorized by this agreement, except with the prior written consent of BCHD, which consent may be given, conditioned or withheld in its sole and complete discretion.

B. SERVICE PROVIDER hereby acknowledges and agrees: (i) that any and all results of the services provided by SERVICE PROVIDER in connection with this agreement, including, without limitation, any policies, procedures, protocols, processes, service contracts, customer lists, and business policies and procedures that contain the Logo Marks or are created with funds from BCHD, in whole or in part, including all copyrights, trademark rights and other intellectual property rights therein, and all applications or registrations related thereto shall be deemed specifically ordered or commissioned by BCHD (the “Work”); (ii) that the Work constitutes and shall constitute a “work –made –for –hire” as defined in the United States Copyright Act of 1976 (as amended); (iii) that BCHD is and shall be the author of the Work and the owner of all rights in and to the Work in perpetuity and in all languages, for all uses, media and forms, including, without limitation, the copyrights therein and thereto for the initial term and any and all extensions and renewals thereof; (iv) that BCHD shall have the right to make such changes and such uses as it may deem necessary or desirable to the Work; and (v) that all of the Work shall be returned to BCHD upon the termination or expiration of this agreement for any reason whatsoever and that SERVICE PROVIDER will thereafter hold no copies of the Work (except with the express written permission of BCHD).

C. To the extent any such Work cannot be deemed a “work-made-for-hire” as set forth above, SERVICE PROVIDER hereby assigns to BCHD all right, title and interest in and to such Work, including all copyrights, trademark rights and other

intellectual property rights therein. SERVICE PROVIDER will execute, at BCHD's request and expense, all documents and other instruments necessary or desirable to confirm such assignment or to otherwise perfect or prove BCHD's ownership of all Work. SERVICE PROVIDER hereby irrevocably appoints BCHD as SERVICE PROVIDER's attorney-in-fact for the purpose of executing such documents on SERVICE PROVIDER's behalf, which appointment is coupled with an interest. If SERVICE PROVIDER has any rights, including without limitation "artist's rights" or "moral rights," in such Work which cannot be assigned, SERVICE PROVIDER agrees to waive enforcement worldwide of such rights against BCHD. In the event that any of the above-referenced rights cannot be assigned or waived, SERVICE PROVIDER hereby grants to BCHD, an exclusive, worldwide, irrevocable, perpetual, fully paid up, royalty free, freely transferable license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally transmit such Work for any purpose in any and all media now known or later devised.

D. In furtherance of the provisions of this Section 27, SERVICE PROVIDER agrees that all intellectual property rights, including but not limited to copyrights, trademarks, patentable inventions, patents and applications or registrations for same created by SERVICE PROVIDER or by contractors or others operating under its direction or control relating to the subject of this grant shall be promptly disclosed to BCHD. BCHD reserves the right at any and all reasonable times to inspect SERVICE PROVIDER'S books and records to determine the existence and status of any such intellectual property rights. BCHD may also require SERVICE PROVIDER to submit reports to BCHD from time to time regarding the existence and status of any such intellectual property rights. However, the foregoing rights of BCHD shall not relieve SERVICE PROVIDER from its obligation of prompt disclosure of all such intellectual property rights to BCHD hereunder. SERVICE PROVIDER agrees to require all contractors or other entities or persons working under its direction or control relating to the subject of this grant to execute such documents as are necessary to confirm BCHD's ownership of all such intellectual property rights, to assign all such intellectual property rights to BCHD or otherwise to carry out the provisions of this Section 27.

E. SERVICE PROVIDER acknowledges and agrees that BCHD's remedy at law for a breach or threatened breach of any provisions set forth in this Section 27 would be inadequate, and in recognition of that fact, in the event of the breach or threatened breach by SERVICE PROVIDER of any of the provisions of this Section 27, it is agreed that, in addition to BCHD's remedies at law, BCHD shall be entitled to, without posting any bond, and SERVICE PROVIDER agrees not to oppose the BCHD's request for, equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available. Nothing contained herein shall be construed as prohibiting BCHD from pursuing any other remedies as may be available to BCHD for such breach or threatened breach until any such injunction is granted.

28. Payment Schedule

A. So long as SERVICE PROVIDER fully complies with this agreement, SERVICE PROVIDER shall be reimbursed quarterly upon receipt of a quarterly request for reimbursement report, which serves as both a report of units of service and a request for reimbursement. For the term of this agreement, total reimbursable costs for services cannot exceed the annual Total Reimbursable Amount and BCHD shall have no obligation to provide any funds in excess of the Total Reimbursable Amount.

B. Payments shall be made on a reimbursement method based on negotiated units of service chargeable to this agreement. Monthly reports and reimbursement are allowable at the request of SERVICE PROVIDER.

C. Nothing in this agreement shall be construed to imply that the SERVICE PROVIDER is entitled to the full amount of the Total Reimbursable Amount. SERVICE PROVIDER shall only be entitled to reimbursement of those costs, which are allowable and documented, as determined by audit.

29. Fiscal/Accounting Principles

SERVICE PROVIDER shall maintain an accounting system that accurately reflects and documents all fiscal transactions according to Program activity, using an accrual method for financial reporting to the BCHD. SERVICE PROVIDER is expected to blend sound fiscal controls with effective program management. The adopted accounting system must conform to generally accepted accounting principles, or generally accepted government accounting principles, if applicable.

30. Documentation of Revenue and Expense

SERVICE PROVIDER shall maintain full and complete documentation of all revenue and expense (including subcontracted, overhead, and indirect revenue and expenses) associated with performing the services covered under this agreement. SERVICE PROVIDER shall maintain a permanent, clear and accurate record of cash and in-kind resources received. Expense documentation shall at least include time sheets for each employee, receipts for supplies, and other such documentation required to substantiate overall costs related to the Program. All cost claims are subject to audit verification by BCHD or its contractor. Any costs reported or claimed after the due date for the final report shall not be eligible for reimbursement. During the term of this agreement and thereafter BCHD shall have the right to review all financial records related to the Program.

31. Quarterly Reports

During the term of this agreement, the SERVICE PROVIDER shall prepare and deliver quarterly program reports and request for reimbursement to the BCHD

offices no later than 5:00 PM on the fifteenth (15th) day of the month following the month for which the reports are prepared. If the fifteenth (15th) day of the month is a Saturday, the reports will be due on the day before, on Friday. If the fifteenth (15th) day of the month is a Sunday, the reports will be due on the day after, on Monday. Monthly reports and reimbursement are allowable at the request of SERVICE PROVIDER or BCHD.

32. Final Report

SERVICE PROVIDER shall submit final program report and request for reimbursement to BCHD for each fiscal year no later than July 30, 2017. The final report shall include June data. SERVICE PROVIDER reimbursement will not be issued if requests for reimbursement and final program reports are not received by BCHD within 30 days of the close of the fiscal year.

33. Audits/Tax Returns

SERVICE PROVIDER shall provide the BCHD with an organization-wide audit of, or tax return of, the SERVICE PROVIDER. The audit of all SERVICE PROVIDER'S commonly controlled entities and programs shall be performed by either: 1) the appropriate audit branch for a governmental agency, if SERVICE PROVIDER is a governmental agency; or 2) an independent certified public accountant. The audit and tax return shall be received at the BCHD within 90 days after the SERVICE PROVIDER'S fiscal year end.

34. Reports and Record Retention

All records of SERVICE PROVIDER pertaining to service operations, fiscal administration and Equipment shall be maintained at the Program site(s) or at SERVICE PROVIDER'S main local office for at least 5 years following the year in which funds were granted.

35. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of California, except the conflicts of laws provisions which require the application of the laws of any other jurisdiction.

36. Assignment

This agreement may not be assigned by SERVICE PROVIDER without the prior written consent of BCHD and any attempted assignment in violation of this Section shall be null and void.

37. Entire Contract, Amendment



This contract contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements not contained herein. This agreement may only be amended or modified by a writing signed by both parties.

38. Severability

If any term or provision of this agreement shall be held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such term or provision shall be fully severable. This agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect, unaffected by such severance.

39. Notices

Any notice required or permitted thereunder may be given by a party to the other party at the address set forth in the signature block of this agreement. Such notice shall be deemed delivered upon receipt in the event of delivery by overnight deliver, messenger service or facsimile, and two days after deposit in the United States mail, postage prepaid, return receipt requested in the event of delivery by mail. Either party may change its address for purposes of notice by complying with the requirements of this section.

40. Signatories

**At least two persons from SERVICE PROVIDER must execute this agreement.** The persons executing this agreement on behalf of the SERVICE PROVIDER have been designated by the governing body of the SERVICE PROVIDER as the official signatory of this agreement and all related documents. **At least one of these persons is a member of the SERVICE PROVIDER’S governing board.** Correspondence regarding this agreement will be sent to these people.

IN WITNESS WHEREOF, the parties have executed this agreement as of July 1, 2016.

**“SERVICE PROVIDER”**

1. \_\_\_\_\_  
*please print* Name of Official  
Signatory President/Chairperson  
of Governing Body

2. \_\_\_\_\_  
*please print* Name of Official  
Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

( ) \_\_\_\_\_  
Telephone Number

( ) \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**“BCHD”**

Beach Cities Health District

\_\_\_\_\_  
Susan M. Burden, Chief Executive Officer  
Beach Cities Health District  
514 N. Prospect Avenue, Third Floor  
Redondo Beach, CA 90277

\_\_\_\_\_  
Date

**BEACH CITIES HEALTH DISTRICT  
Agreement for Service  
Attachment A  
CONDITIONAL STATEMENT**

CONDITIONAL STATEMENT

The following conditions are placed on this agreement and shall remain in effect until removed or amended by a written statement signed by all parties.

1) The Beach Cities Health District (BCHD) operates on an annual budget adopted by the Board of Directors beginning July 1 and ending June 30. If this is a multi-year contract it will be evaluated on an annual basis. BCHD has the authority to rescind or amend the contract based upon and not limited to availability of funding, shifts in BCHD or community needs and priorities, and contract performance and compliance.

**BEACH CITIES HEALTH DISTRICT  
Agreement for Services  
Attachment B**

**SCOPE OF SERVICE**

For the term of the agreement, the SERVICE PROVIDER shall perform in accord with the following Scope of Service.

**Contractor:** City of Manhattan Beach – Fire Department

**Program:** Emergency Medical Services

**Program Description:** Delivery of state-of-the-art emergency medical responses and care utilizing state licensed and certified and L.A. County DHS accredited paramedic personnel, in accordance with the provisions of the Wedworth-Townsend Paramedic Act and L.A. County DHS protocols, on state CHP certified ALS emergency response and transportation vehicles. Services are available 24 hours/day, 365 days/year through two Fire Stations, four response units, 26 Paramedics, and five other Fire Department personnel.

**Units of Service:** The SERVICE PROVIDER shall provide the following units of service each fiscal year for the term of this contract during 2016-2017:

UNITS	# UNITS AGREED	COST PER UNIT/PERSON	TOTAL
Medical Supplies	n/a	n/a	\$15,311
Nurse Educator hours for paramedic continuing education and quality improvement	351.2 hours	\$40.00/hr	\$14,048
GRAND TOTAL			\$29,359

**Date of Execution or Amendment(s):** 07/01/2016

**Unduplicated Participants:** The SERVICE PROVIDER shall serve 26 unduplicated emergency medical professionals within each Fiscal Year.

**BEACH CITIES HEALTH DISTRICT**  
**Agreement for Service**  
**Attachment C**  
**SANCTIONS AND HEARING PROCESS**

This **Sanction and Hearing Process** sets forth policies and procedures for the agreements administered by BCHD. A sanction results from failure by the SERVICE PROVIDER to meet the terms of the agreement. *The intent of BCHD is to work cooperatively with a SERVICE PROVIDER in order to prevent the need or the imposition of a sanction, but action will be taken if necessary.*

**A. Objective of Policy**

1. To protect the interest of residents of the Beach Cities Health District who are recipients of services funded by the District.
2. To protect and preserve BCHD funds committed to a program.
3. To assure prompt corrective action by a SERVICE PROVIDER who has materially failed to comply with terms of their agreement.

**B. Conditions Leading To Sanction**

Non-compliance with the agreement or breach of the agreement may result in imposition of a sanction including, but not limited to the following types of non-compliance:

1. Failure to fulfill reporting requirements.
  - a) Report has not been received by the due date; or
  - b) Report has been received but is found to be so incomplete or inaccurate that it is not acceptable by BCHD.
2. Failure to meet Scope of Service performance requirements.
3. Failure to comply with federal/state/BCHD regulations applicable to the SERVICE PROVIDER.
4. Failure to comply with corrective.
5. Failure to provide accurate and timely revisions.
6. Failure by SERVICE PROVIDER to receive prior approval of program revisions.
7. Failure to perform in good faith under the agreement.

8. Failure to comply with insurance requirements as specified in section 25 of the Agreement.

C. **Sanctions**

Failure to meet above requirements or follow agreed upon corrective action will result in sanction actions. BCHD may also use any other remedies as may be legally available and appropriate in the circumstances.

The SERVICE PROVIDER'S program director and the president/chairperson of its Board of Directors shall be given written notice of any and all sanction actions. A copy of the written notification will be made a permanent part of the SERVICE PROVIDER'S program file and forwarded to appropriate BCHD representatives.

The following are the sanction actions that may be instituted.

- 1) **Withhold**: Withhold is a temporary delay in honoring a SERVICE PROVIDER'S request for funds, and is imposed when a SERVICE PROVIDER fails to comply with the BCHD agreement policies and procedures or for non-compliance of terms of the agreement.
  - a) A withhold may be imposed immediately for failure to meet reporting requirements. Written notice will be sent to the SERVICE PROVIDER'S program director and the president/chairperson of its Board of Directors the same day the withhold is effective. A withhold normally will not exceed ten (10) working days.
  - b) A withhold may be imposed for non-compliance with the agreement, including failure to meet conditions 2-7 in section B. A pre-sanction notice will be sent to the SERVICE PROVIDER'S program director and the president/chairperson of its Board of Directors identifying non-compliance issues, plan of correction and giving reasonable time for correction. If required plan of correction is not implemented, a withhold will be imposed. Written notice of withhold will be sent by certified mail to the SERVICE PROVIDER'S program director and the president/chairperson of its Board of Directors the same day the withhold is effective. A withhold will not normally exceed ten (10) working days.
  - c) A withhold will be lifted upon confirmation that the SERVICE PROVIDER has taken adequate required corrective action.
  - d) A withhold may continue in effect longer than ten (10) working days if BCHD issues a Notice to Suspend or to Terminate; or, if BCHD

agrees to extend the withhold while the SERVICE PROVIDER takes corrective action.

2. Suspension: Suspension is a temporary withdrawal of the SERVICE PROVIDER'S authority to obligate and/or expend agreement funds pending corrective action by the SERVICE PROVIDER or termination of the agreement. BCHD staff has the authority to initiate a suspension when withholding of funds has not brought compliance.

- a) BCHD may suspend the agreement in whole or in part. The Notice of Suspension will state the reasons for the suspension, the corrective action(s) required of the SERVICE PROVIDER, the effective date of the suspension, allowable obligations and expenditures, and related information. The Notice of Suspension will be sent by certified mail to the SERVICE PROVIDER'S program director and the president/chairperson of its Board of Directors. A suspension is effective on the date the Notice of Suspension is issued.
- b) A suspension shall remain in effect until the SERVICE PROVIDER takes corrective action, gives evidence that such corrective action will be taken, or until BCHD terminates the SERVICE PROVIDER. Ninety (90) consecutive days of suspension during a grant period may be grounds for termination. No project shall be considered for refunding while under suspension.
- c) Only costs specifically designated as allowable under terms of the suspension will be honored. Final determination of allowable costs will be made at project closeout, subject to audit.

New obligations incurred by a SERVICE PROVIDER during the suspension period will not be allowed unless BCHD expressly authorizes such costs in the Notice of Suspension, or an amendment to it. Necessary and otherwise allowable cost, which the SERVICE PROVIDER could not reasonably avoid during the suspension period may be allowed if such costs result from obligations properly incurred by the SERVICE PROVIDER before the effective date of the suspension and not in anticipation of suspension.

Payment adjustments under a suspended agreement will be carried out either by continued withholding of all payments or by disallowing unauthorized obligations incurred during the suspension period.

- d) A suspension will be lifted when the SERVICE PROVIDER has taken adequate required corrective action, or a Notice of Termination is issued.

3. Agreement Reduction: Agreement reduction is a reduction in funding and service level for the balance of the agreement year and can be used when a SERVICE PROVIDER fails to meet the terms of the agreement.
  
4. Termination: Termination of a agreement means permanent withdrawal of SERVICE PROVIDER'S authority to obligate previously awarded funds before that authority would otherwise expire. Termination may be initiated when another sanction has not brought about compliance or when the non-compliance warrants immediate termination. Termination must be approved by the BCHD Board of Directors. The termination process described in this section does not apply to an agreement terminated without cause.
  - a) The termination notice will specify reason(s) for termination (if applicable), directions for protecting preserving, and/or disposing of project records, equipment, supplies, and instructions regarding transition of services. Notice of Termination will be sent by certified mail to the SERVICE PROVIDER and the president/chairperson of its governing board. The date of termination of the agreement will be the third day following the mailing date of the Notice of Termination.
  
  - b) Upon receipt of Notice of Termination, SERVICE PROVIDER may request a hearing. The termination will be effective but may be reversed depending upon the results of the hearing.
  
  - c) Requests for funds outstanding at the time of termination may be honored to cover certain unavoidable costs related to closeout and termination. Financial obligations incurred prior to termination may also be honored if they represent allowable cost items. Payment of such request after termination action begins will require supporting documentation prior to payment and will be dependent on available funds still remaining in the SERVICE PROVIDER'S account with BCHD.

**D. Appeal Process**

Any SERVICE PROVIDER protesting a withhold, suspension or termination action taken by BCHD may request a hearing. Terms, conditions, and procedures for hearing are as follows:

1. A request for hearing must be made in writing by the SERVICE PROVIDER or duly authorized representative, and received by certified mail or hand delivered at the BCHD office within ten (10) working days from the date the Notice of Termination is mailed. The request must include:
  - a) The action(s) being protested;



- b) Reason(s) such action(s) are deemed inappropriate by the SERVICE PROVIDER; and,
  - c) Relief sought.
2. BCHD will verify that the request was filed on time, and includes required information, and schedule a hearing within fifteen (15) working days from receipt of the Request for a Hearing.
  3. The hearing will be conducted by the BCHD Community Health Committee. The hearing will be held in open session unless it is determined that the session should be closed based upon the need for confidentiality, (e.g., personnel matters or pending litigation.)
  4. The Community Health Committee will report its findings and recommendation to the BCHD Board of Directors at its next regularly scheduled meeting, or at a special meeting.
  5. The decision of the BCHD Board of Directors shall: be final; become effective at the time of adoption; and be implemented in a timely manner.

**BEACH CITIES HEALTH DISTRICT  
Agreement for Service  
Attachment D  
PERFORMANCE STANDARDS**

- A. Purposes for performance standards are:
  - 1) To establish the service level that constitutes acceptable performance.
  - 2) To determine at what point a SERVICE PROVIDER is under performing and corrective action or adjustments in Scope of Service and/or Grant Agreement amount are required;
  - 3) To determine at what point a SERVICE PROVIDER'S performance is out of compliance with terms of the Grant Agreement; and,
  - 4) To establish a basis for future funding decisions.
  
- B. The following standards will apply to the SERVICE PROVIDER'S performance on a quarterly basis, and are cumulative for the program year.
  - 1) The performance goal is 100% of contracted Scope of Service.
  - 2) A performance of less than 90% will mean the SERVICE PROVIDER is under performing. The Scope of Service and/or the Grant Agreement amount may be revised.
  - 3) A performance level of less than 80% will mean the SERVICE PROVIDER has not met the terms of the Grant Agreement. The Scope of Service and/or Grant Agreement amount may be revised, or termination procedures may be implemented.
  
- C. General guidelines for implementation of this policy are as follows.
  - 1) The SERVICE PROVIDER will meet all standards stated above.
  - 2) Performance levels for District grants will usually be calculated by comparing actual units of service to the annual Scope of Service. The normal calculation is as follows:

Step 1:  $\frac{\text{Actual Units of Service Y-T-D}}{\text{Total Projected Scope of Service Units}} = A$

Step 2:  $\frac{\text{Actual Number of Service Days Y-T-D}}{\text{Total Projected Number of Service Days}} = B$

Step 3:  $A / B = \text{Performance level \%}$

- 3) If the cumulative performance level at the end of a quarter falls below 90%, the SERVICE PROVIDER shall submit a Corrective Action Report. The report is due with the monthly program report for the final month of the quarter. Corrective action must be implemented within thirty (30) days of the beginning of the new quarter.
- 4) The Community Health Committee will periodically review SERVICE PROVIDER performance levels. In the case of under performing programs, the Committee may recommend to the Board that they consider and adopt one of the following actions.
  - a) Provider must perform at a level of **90% or higher for (second/third) quarter**, or their Grant Agreement amount and/or Scope of Service may be reduced by the difference between 90% and their **cumulative performance**.
  - b) Provider must perform at a level of **90% or higher for the (second/third) quarter** or, their Grant Agreement amount and/or Scope of Service may be reduced by the difference between 90% and their **quarterly performance**.
  - c) Provider's **cumulative performance** must be **90% or higher by the end of the (second/third) quarter** or, their Grant Agreement amount and/or Scope of Services may be reduced by the difference between 90% and their **cumulative performance**.
  - d) The program must achieve 90% of its Scope of Service level for the last quarter/half of the Grant Agreement year, or next year's funding award and/or Scope of Services may be reduced.

1. The City Council shall...

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14. The City Council shall...

15. The City Council shall...

**Agenda Date:** 7/19/2016

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Bruce Moe, Finance Director

**SUBJECT:**

Financial Report:

- a) Schedule of Demands: June 23, 2016
- b) Investment Portfolio for the Month Ending May 31, 2016
- c) Month End Report for May 31, 2016  
(Finance Director Moe).

**ACCEPT REPORT AND DEMANDS**

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**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 June 23, 2016 is \$4,699,498.35.

**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.

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 May 31, 2016. This report marks the eleventh 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.

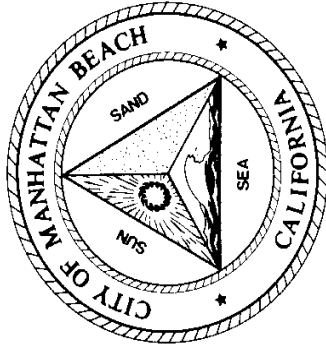
**CONCLUSION:**

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

Attachments:

1. Schedule of Demands for May 23, 2016
2. Investment Portfolio for the Month Ending May 31, 2016
3. Month End Report for May 31, 2016

# City of Manhattan Beach




## Schedule of Demands

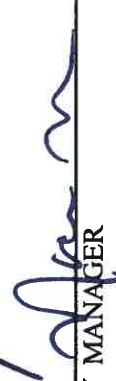
June 23, 2016

**CITY OF MANHATTAN BEACH**  
WARRANT REGISTER

WARRANT(S) WR 27B  
DATED: 06/27/2016

I HEREBY CERTIFY THAT THE CLAIMS OR DEMANDS COVERED BY THE ABOVE WARRANT(S) IN THE AMOUNT OF \$4,699,498.35 HAVE BEEN REVIEWED AND THAT SAID CLAIMS OR DEMANDS ARE ACCURATE, ARE IN CONFORMANCE WITH THE ADOPTED BUDGET, AND THAT THE FUNDS ARE AVAILABLE THEREOF.

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

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

THIS 19TH DAY OF JULY

WARRANT REGISTER(S)	WR 27B	WARRANT(S)	27B	3,206,703.93
		PREPAID WIRES / MANUAL CKS	27B	628,990.41
		<b>SUBTOTAL WARRANTS</b>		<u>3,835,694.34</u>
		VOIDS	27B	(690.68)
		PAYROLL	PY	864,494.69
		<b>TOTAL WARRANTS</b>		<u><u><b>4,699,498.35</b></u></u>



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CITY OF MANHATTAN BEACH  
WARRANT REGISTER  
CHECKS EQUAL TO OR GREATER THAN  
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CHK_NO	CHK_DATE	Vendor Name	DESCRIPTION	AMOUNT
N 524632	06/19/2016	CA TEAMSTERS LOCAL 911	DUES (MISC): PAYMENT	6,474.00
N 524633	06/19/2016	CAPITAL ONE NATIONAL ASSN	MISC SUPPLIES-COSTCO	3,922.61
N 524634	06/19/2016	COM STRAT LLC	AMENDMENT TO TELEPHONE CONSULTING SERVIC	19,055.00
N 524635	06/19/2016	DANAJ, MARK	REIMBURSEMENT-SUBSCRIPTIONS	221.95
N 524636	06/19/2016	EMPLOYMENT DEVELOPMENT DEPT	EARNINGS WITHHOLDING	541.30
N 524637	06/19/2016	GRANICUS	CLOSED CAPTION SERVICES	5,325.00
N 524638	06/19/2016	ICMA RETIREMENT TRUST - 401	LOAN REPAY 401 - CITY MANAGER: PAYMENT	747.32
N 524639	06/19/2016	ICMA RETIREMENT TRUST - 401	LOAN REPAY 401 - 2.5%: PAYMENT	2,713.64
N 524640	06/19/2016	ICMA RETIREMENT TRUST - 457	DEFERRED COMP & LOAN REPAY 457	74,646.18
N 524641	06/19/2016	ICMA RETIREMENT TRUST 401	LOAN REPAY 401 - 4.5%: PAYMENT	6,615.81
N 524642	06/19/2016	KALLOK, JENNIFER	EARNINGS WITHHOLDING	184.62
N 524643	06/19/2016	LZBFG OF CALIFORNIA LLC	RECLINER CHAIRS	5,635.24
N 524644	06/19/2016	M B POLICE MGMT ASSC	DUES \$ (POL MGT ASSN): PAYMENT	399.00
N 524645	06/19/2016	M B POLICE OFFICERS ASSOCIA	DUES \$ (POLICE FIXED): PAYMENT	6,058.98
N 524646	06/19/2016	M B WATER DEPARTMENT	MONTHLY WATER CHARGES	59,459.78
N 524647	06/19/2016	MBPOA RETIREE	MD TRUST (MED TRUST): PAYMENT	2,250.00
N 524648	06/19/2016	NADER, NADINE	NADER CONSTRUCTION LOAN #20	2,000.00
N 524649	06/19/2016	PREPAID LEGAL SERVICES INC	PREPAID LEGAL: PAYMENT	94.70
N 524650	06/19/2016	PUBLIC EMPLOYEES'	PENSION SAFETY - CLASSIC: PAYMENT	262,051.07
N 524651	06/19/2016	SMART SOURCE OF CALIFORNIA LLC	18-08290C SLURRY SEAL AREA 2 & 3	777.94
N 524652	06/19/2016	SOUTHERN CALIFORNIA EDISON	STREET LIGHTING CHARGES	24,780.88

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City Council Meeting  
July 19, 2016

CITY OF MANHATTAN BEACH  
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CHK_NO	CHK_DATE	Vendor Name	DESCRIPTION	AMOUNT
N 524653	06/19/2016	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	78,772.43
N 524654	06/19/2016	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	1,947.59
N 524655	06/19/2016	THE GAS COMPANY	MONTHLY GAS CHARGES	8,214.64
N 524656	06/19/2016	TOTAL ADMINISTRATIVE SVCS CORP	CHILD125 (CHILD 125 PLAN): PAYMENT	8,717.41
N 524657	06/19/2016	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMENT	2,977.24
N 524658	06/19/2016	UNITED PARCEL SERVICE	DELIVERY SERVICE	137.37
N 524659	06/19/2016	VANTAGEPOINT TRANSFER AGENTS	RETMTM HLTH SAVINGS CONTRIB: PAYMENT	1,682.73
N 524660	06/19/2016	VARGAS, ROBIN L	EARNINGS WITHHOLDING	553.85
N 524661	06/23/2016	ADMINISTRATIVE SERVICES COOP	DIAL A RIDE SUPPLEMENTAL CAB SERVICE	1,030.80
N 524662	06/23/2016	ALL CITY MANAGEMENT SVCS	CROSSING GUARD SERVICES FIRST AMENDMENT	11,564.56
N 524663	06/23/2016	ANI ACQUISITION SUB DOCULYNX	CONTRACT SERVICES	280.59
N 524664	06/23/2016	AQUA FLO	IRRIGATION SUPPLIES CONTRACT	251.51
N 524665	06/23/2016	ASSA ABLOY ENTRANCE SYSTEMS US	RFP# 738-08 AUTOMATIC DOOR MAINTENANCE	888.94
N 524666	06/23/2016	AT&T	T1 LINE TO RCC	341.55
N 524668	06/23/2016	AT&T MOBILITY	CELLULAR CHARGES	8,754.39
N 524669	06/23/2016	BEAU BUREAUX INTERIORS INC	HR CHAIRS	1,564.15
N 524670	06/23/2016	BELL, MARK	PARKS & RECREATION REFUND	50.00
N 524671	06/23/2016	BIZODO INC	1-YEAR 30 DOCUMENTS/WEB FORMS	5,000.00
N 524672	06/23/2016	BRADY, KEVIN	TENNIS INSTRUCTOR	2,145.00
N 524673	06/23/2016	BRADY, LESLEY	TENNIS INSTRUCTOR	7,585.50
N 524674	06/23/2016	BRIT WEST SOCCER INC	SOCCER INSTRUCTOR	24,410.70

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City Council Meeting  
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CHK_NO	CHK_DATE	Vendor Name	DESCRIPTION	AMOUNT
N 524675	06/23/2016	BROOKS, CAROL	SPECIALTY JEWELRY INSTRUCTOR	425.00
N 524676	06/23/2016	BROOME, CHRISTINA MARIE	WATER AEROBICS INSTRUCTOR	280.00
N 524677	06/23/2016	CA NEWSPAPER PARTNERSHIP	ADVERTISING	4,226.00
N 524678	06/23/2016	CA NEWSPAPER PARTNERSHIP	AEDVERTISING	727.00
N 524679	06/23/2016	CA NEWSPAPER PARTNERSHIP	ADVERTISING	280.00
N 524680	06/23/2016	CA PUBLIC EMPLOYEES'	MEDICAL PREMIUMS	320,842.91
N 524681	06/23/2016	CALPERS	GASB 68 REPORTS	2,500.00
N 524682	06/23/2016	CALPIPE INDUSTRIES	18-08733PF BOLLARD ARRAY	12,590.14
N 524683	06/23/2016	CAROLYNA MESSINA & ASSOC INC	PROFESSIONAL SERVICES	3,675.00
N 524684	06/23/2016	CASTILLO, ERNEST	DISC JOCKEY OLDER ADULT PROGRAM	350.00
N 524685	06/23/2016	CBRE INC	MARKET STUDY	8,820.00
N 524686	06/23/2016	CITY CLERKS ASSOC OF CA	REGISTRATION-CCAC NUTS & BOLTS	175.00
N 524687	06/23/2016	CITY OF MANHATTAN BEACH	PETTY CASH REPLENISHMENT	534.43
N 524688	06/23/2016	CLE ELECTRIC INC	ON-CALL ELECTRICIAN	457.50
N 524689	06/23/2016	CLEANSTREET	LANDSCAPE SERVICES EXTRAS	7,346.42
N 524690	06/23/2016	COLES, DORENE	YOGA INSTRUCTOR	2,356.20
N 524691	06/23/2016	COMMUNITY WORKS LEASING CORP	STRAND STAIR IMPROVEMENT	4,535.04
N 524692	06/23/2016	CORELOGIC INFO SOLUTIONS INC	CONTRACT SERVICES-WIN2DATA	1,402.00
N 524693	06/23/2016	CROWN BLDG MAINTENANCE CO INC	JANITORIAL SERVICES	18,768.87
N 524694	06/23/2016	DAP, ANOUSKA	PARKS & RECREATION REFUND	179.00
N 524695	06/23/2016	DAVIDOFF, RAMI	WATER AEROBICS INSTRUCTOR	630.00
N 524696	06/23/2016	DELL MARKETING LP	SCHEDULED HARDWARE REFRESH	15,406.93

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CHK_NO	CHK_DATE	Vendor Name	DESCRIPTION	AMOUNT
N 524697	06/23/2016	DONNOE & ASSOCIATES INC	RECRUITMENT SERVICES	2,415.00
N 524698	06/23/2016	DORAK, CHARLIE	RIGHT OF WAY DEPOSIT REFUND	496.00
N 524699	06/23/2016	DOTAN, YARON	ART LAB INSTRUCTOR	2,200.00
N 524700	06/23/2016	EMPLOYMENT TAX SPECIALISTS INC	UNEMPLOYMENT CLAIMS	375.00
N 524701	06/23/2016	EN POINTE TECHNOLOGIES INC	ADOBE ACROBAT PRO - ADDITIONAL LICENSES	7,519.00
N 524702	06/23/2016	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE	335.64
N 524703	06/23/2016	FIRST CALL STAFFING INC	TEMPORARY EMPLOYEE SERVICES	5,540.31
N 524704	06/23/2016	GARDA CL WEST INC	ARMORED SERVICE	160.00
N 524705	06/23/2016	GLADWELL GOV SERVICES INC	RECORDS RETENTION REVIEW	500.00
N 524706	06/23/2016	GORZKOWSKI, ANNA	TENNIS INSTRUCTOR	1,657.50
N 524707	06/23/2016	GRANICUS	MEDIA STREAMING	7,862.82
N 524708	06/23/2016	HAFDELL, SCOTT	REIMBURSEMENT-TRAVEL EXPENSE	184.50
N 524709	06/23/2016	HARRIS & ASSOCIATES INC	STREET LIGHTING/LANDSCAPE ASSESSMENT SVC	7,270.00
N 524710	06/23/2016	HILLSIDE GIFTS	BUSINESS LICENSE REFUND	26.88
N 524711	06/23/2016	HI-TECH ENVIRONMENTAL SERV. INC	18-08833PF ASBESTOS REMEDIATION SERVICES	9,450.00
N 524712	06/23/2016	HOWORTH, AMY	REIMBURSEMENT-TRAVEL EXPENSE	116.50
N 524713	06/23/2016	INCONTACT INC	LONG DISTANCE SERVICE	224.04
N 524714	06/23/2016	INTERNAP NETWORK SERVICES CORP	INTERNET SERVICES PROVIDER CONTRACT	7,868.16
N 524715	06/23/2016	IPS GROUP INC	PARKING METER REPLACEMENT PARTS & LABOR	1,280.00
N 524716	06/23/2016	IPTV INTERNATIONAL INC	A/V CONSULTANT & SUPPORT	900.00
N 524717	06/23/2016	IVA SOLUTIONS INC	SECURITY SYSTEMS REPAIR	477.57
N 524718	06/23/2016	JDF CONSTRUCTION	REFUND PERMIT FEES	830.39

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CHK_NO	CHK_DATE	Vendor Name	DESCRIPTION	AMOUNT
N 524719	06/23/2016	JENKINS, JOAN STEIN	PROSECUTION SERVICES	8,078.40
N 524720	06/23/2016	JOHN L HUNTER AND ASSOC INC	RESTAURANT STORMWATER INSPECTIONS & FOG	1,392.50
N 524721	06/23/2016	JOHNSON, VICTORIA HELEN	WATER AEROBICS INSTRUCTOR	243.00
N 524722	06/23/2016	JPMORGAN CHASE BANK NATL ASSC	MONTHLY LEASE-FIRE TRUCK	16,488.30
N 524723	06/23/2016	KEVORK ENTERPRISES INC	AUTO BODY REPAIRS	1,115.45
N 524724	06/23/2016	KING FENCE INC	FENCE RENTAL	30.00
N 524725	06/23/2016	KIRTLAND & SON DEMOLITION	BUSINESS LICENSE REFUND	181.64
N 524726	06/23/2016	KORENEVSKY, NELLY	DANCE INSTRUCTOR	940.80
N 524727	06/23/2016	KREATION JUICERY	FALSE ALARM REFUND	290.00
N 524728	06/23/2016	L A COUNTY MTA	JAN 2016 TAP	710.00
N 524729	06/23/2016	L A COUNTY SHERIFFS DEPT	POLICE DEPT JAIL SUPPLIES	355.05
N 524730	06/23/2016	LA COUNTY CLERK/RECORDER	FILING FEE	75.00
N 524731	06/23/2016	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES	1,380.75
N 524732	06/23/2016	LEWIS, ANNE GRAY	TENNIS INSTRUCTOR	12,547.50
N 524733	06/23/2016	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	7,264.71
N 524734	06/23/2016	MAGELLAN BEHAVIORAL HEALTH INC	CONTRACT SERVICES	2,000.43
N 524735	06/23/2016	MAIN STREET TOURS INC	TOURS/EVENTS	2,747.00
N 524736	06/23/2016	MAINTENANCE SUPERINTENDENT	ANNUAL MEMBERSHIP DUES	75.00
N 524737	06/23/2016	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	20,970.18
N 524738	06/23/2016	MEIGHAN, ERLINDA	FITNESS INSTRUCTOR	2,156.00
N 524739	06/23/2016	MELAD AND ASSOCIATES INC	PLAN CHECK AND INSPECTION SERVICES	38,025.06
N 524740	06/23/2016	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE SERVICES EXTRAS	14,775.50

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City Council Meeting  
July 19, 2016

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CHK_NO	CHK_DATE	Vendor Name	DESCRIPTION	AMOUNT
N 524741	06/23/2016	MIFFLIN, JOHN	AMBULANCE SERVICES OVERPAYMENT	11.52
N 524742	06/23/2016	MIRAMONTES CONSTRUCTION CO INC	2011-12 SEWER MAIN REHABILITATION PH 2	268,161.25
N 524743	06/23/2016	MONET CONSTRUCTION INC	PIER COMFORT STATION REHABILITATION	291,309.10
N 524744	06/23/2016	MUNICIPAL EMERGENCY SERVICES	SAFETY UNIFORMS	9,367.46
N 524745	06/23/2016	MUNICIPAL MAINTENANCE EQUIP	PARTS FOR GO-4 AND VAC-CON (VEHICLES)	2,330.23
N 524746	06/23/2016	NADER, NADINE	NADER CONSTRUCTION LOAN #21	2,399.00
N 524747	06/23/2016	NAJARIAN, THOMAS	WATER REFUND	196.62
N 524748	06/23/2016	NATALIES CATERING	MEALS FOR SENIOR SERVICES	1,942.38
N 524749	06/23/2016	NGO, HUONG	METER COIN REFUND	1.00
N 524750	06/23/2016	NORVILLE, CANDACE	REFUND ROW DEPOSIT	496.00
N 524751	06/23/2016	NOTORIOUS FIT LLC	WELLNESS SERVICES	1,615.00
N 524752	06/23/2016	ORANGE COUNTY SHERIFFS DEPT	REGISTRATION-PC 832	80.00
N 524753	06/23/2016	ORANGE COUNTY STRIPING SVCS	CITYWIDE TRAFFIC CONTROL MARKING SVCS	2,550.00
N 524754	06/23/2016	PACIFIC COAST ELEVATOR CORP	ELEVATOR MAINTENANCE EXTRAS	7,641.38
N 524755	06/23/2016	PENCO ENGINEERING INC	STAFF AUGMENTATION-ROSS ANDERSON	12,090.00
N 524756	06/23/2016	POSTMASTER	POSTAGE PERMIT	15,650.00
N 524757	06/23/2016	PROVIDENCE MEDICAL INSTITUTE	MEDICAL SERVICES	1,001.00
N 524758	06/23/2016	PSOMAS	PARKING STRUCTURE LOT 2 REHABILITATION	19,425.58
N 524759	06/23/2016	PSOMAS	PIER COMFORT STATION RENOVATION	16,206.05
N 524760	06/23/2016	PSOMAS	ROSECRANS WIDENING-INSPECTION	2,474.92
N 524761	06/23/2016	QUANTUM QUALITY CONSULTING INC	STORM DRAIN CATCH BASIN PIPE SCREENS	17,580.00
N 524762	06/23/2016	QUANTUM QUALITY CONSULTING INC	STORM DRAIN CATCH BASIN PIPE SCREENS	5,661.00

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City Council Meeting  
July 19, 2016

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CHK_NO	CHK_DATE	Vendor Name	DESCRIPTION	AMOUNT
N 524763	06/23/2016	QUICK CRETE PRODUCTS CORP	HOME LIDS FOR REFUSE CONTAINERS	779.35
N 524764	06/23/2016	REFOLD, DEBRA	REFUND PERMIT FEES	1,554.00
N 524765	06/23/2016	RICHARDS WATSON & GERSHON	PROFESSIONAL LEGAL SERVICES	137,214.96
N 524766	06/23/2016	ROUTEMATCH SOFTWARE INC	MOBILE DATA SYSTEM FOR DIAL-A-RIDE BUSES	11,307.25
N 524767	06/23/2016	SAFETY KLEEN CORP	GARAGE SUPPLIES	717.00
N 524768	06/23/2016	SALAZAR, TEYLOR	PARKS & RECREATION REFUND	50.00
N 524770	06/23/2016	SBRPCA	ELECTRONICS FOR K-9 #181	86,578.94
N 524771	06/23/2016	SERINA, EDEN	SENIOR YOGA INSTRUCTOR	476.00
N 524772	06/23/2016	SIMCIK, ROBERT	CERAMICS INSTRUCTOR	1,454.38
N 524773	06/23/2016	SMART SOURCE OF CALIFORNIA LLC	PRINTING AND DIRECT MAILING SERVICES	2,401.10
N 524774	06/23/2016	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	72.36
N 524775	06/23/2016	SOUTHERN CALIFORNIA EDISON	GLARE SHIELD REQUEST	172.00
N 524776	06/23/2016	SSBRA	SOCCER OFFICIALS	2,720.00
N 524777	06/23/2016	STANDARD INSURANCE COMPANY	STD PREMIUMS	1,073.89
N 524778	06/23/2016	STANDARD INSURANCE COMPANY	LIFE AD&D LTD PREMIUMS	13,270.03
N 524779	06/23/2016	STETSON ENGINEERS INC	URBAN WATER MANAGEMENT PLAN 2015 UPDATE	6,173.54
N 524780	06/23/2016	SULLY MILLER CONTRACTING CO	ASPHALT/EMULSION	158.06
N 524781	06/23/2016	THE EDGE FITNESS TRAINING	WELLNESS SERVICES	250.00
N 524782	06/23/2016	THOMSON REUTERS-WEST PUBLLISH	CONTRACT SERVICES	162.14
N 524783	06/23/2016	TIME WARNER CABLE INC	CABLE SERVICES	3,893.20
N 524784	06/23/2016	TIRE CENTERS LLC	VEHICLE TIRE ON-SITE SERVICE	2,230.37
N 524785	06/23/2016	TOTAL ADMINISTRATION SVCS CORP	MONTHLY FEES	466.85

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City Council Meeting  
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CHK_NO	CHK_DATE	Vendor Name	DESCRIPTION	AMOUNT
N 524786	06/23/2016	TRAEGER, DEREK	JR GUARD CLINIC INSTRUCTOR	450.00
N 524787	06/23/2016	TRAUB, NORMAN A	CONTRACT SERVICES	2,475.00
N 524788	06/23/2016	TURBO DATA SYSTEMS INC	CITATION PROCESSING-MAY 2016	13,118.73
N 524789	06/23/2016	UNDERGROUND SERVICE ALERT	UNDERGROUND SCHEMATIC NOTIFICATION	183.00
N 524790	06/23/2016	UNISPEC CONSTRUCTION INC	18-08818PF CUMMINS/ONON FUEL TANK	7,068.00
N 524791	06/23/2016	UNITED RENTALS NORTHWEST INC	AUXILIARY GENERATOR RENTAL	13,799.40
N 524792	06/23/2016	UNITED SITE SVCS OF CA INC	PORTABLE RESTROOMS/FENCING	249.48
N 524793	06/23/2016	US BANCORP CARD SERVICES INC	D-CARD CHARGES	78,599.69
N 524794	06/23/2016	US BANK	TRUSTEE FEES MARINE AVE PARK VARIABLE	3,325.00
N 524795	06/23/2016	VAIPULU, SIAOSI	REFUND ROW DEPOSIT	496.00
N 524796	06/23/2016	VALVETEK UTILITY SERVICES INC	FLUSHING & DISINFECTION OF 101 MILES OF	19,193.50
N 524797	06/23/2016	VAN LINGEN BODY SHOP INC	TOWING AND VEHICLE STORAGE	1,169.00
N 524798	06/23/2016	VORTEX INDUSTRIES	INDUSTRIAL DOOR MAINTENANCE	956.93
N 524799	06/23/2016	WALTERS WHOLESAL E ELECTRIC CO	ELECTRICAL SUPPLIES	1,342.71
N 524800	06/23/2016	WASTE MANAGEMENT INC	MAY 2016 REFUSE	302,789.32
N 524801	06/23/2016	WATER REPLENISHMENT DISTRICT	MONTHLY WATER PURCHASES	2,680.01
N 524802	06/23/2016	WEST BASIN MUNICIPAL WATER DIS	MONTHLY WATER PURCHASES	521,076.65
N 524803	06/23/2016	WEST COAST ARBORISTS INC	TREE MAINTENANCE	22,965.00
N 524804	06/23/2016	WINDHAM, JENNIFER	CERAMICS INSTRUCTOR	6,515.60
N 524805	06/23/2016	WORLDPASS TRAVEL GROUP LLC	CHARTER BUS SERVICE	869.00
N 524806	06/23/2016	XEROX CORPORATION	MULTI MACHINES LEASE & BASE BUSINESS PRI	8,063.96
N 524807	06/23/2016	ZAP MANUFACTURING INC	TRAFFIC SIGNS	288.05



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CHK_NO	CHK_DATE	Vendor Name	DESCRIPTION	AMOUNT
N 524808	06/23/2016	ZIELLO, JOHN EDWARD	COED SLO PITCH/COED KICKBALL	800.00
	generated			<u>3,206,703.93</u>
H 10234	05/23/2016	L A COUNTY DEPT OF PUB HEALTH	APPLICATION	1,137.75
H 10235	06/22/2016	MAGIC HAMMER DEVELOPMENT INC	NADER CONSTRUCTION LOAN #23	36,830.00
	manual			<u>37,967.75</u>
T 62016	06/20/2016	UNION BANK	F.I.T./MEDICARE/S.I.T.	263,680.89
T 62116	06/21/2016	CMB RISK MGMT WORKERS COMP	MONTHLY DISBURSAL WORKERS COMP	207,804.02
T 6212016	06/21/2016	CMB RISK MGMT LIABILITY	MONTHLY DISBURSAL- LIABILITY ACCT	119,537.75
	wire			<u>591,022.66</u>
				<u><u>3,835,694.34</u></u>

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**CITY OF MANHATTAN BEACH  
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\$2,500.00**

CHK_NO	CHK_DATE	Vendor Name	DESCRIPTION	AMOUNT
N 524632	06/19/2016	CA TEAMSTERS LOCAL 911	DUES (MISC): PAYMENT	6,474.00
N 524633	06/19/2016	CAPITAL ONE NATIONAL ASSN	MISC SUPPLIES-COSTCO	3,922.61
N 524634	06/19/2016	COM STRAT LLC	AMENDMENT TO TELEPHONE CONSULTING SERVIC	19,055.00
N 524637	06/19/2016	GRANICUS	CLOSED CAPTION SERVICES	5,325.00
N 524639	06/19/2016	ICMA RETIREMENT TRUST - 401	LOAN REPAY 401 - 2.5%: PAYMENT	2,713.64
N 524640	06/19/2016	ICMA RETIREMENT TRUST - 457	DEFERRED COMP & LOAN REPAY 457	74,646.18
N 524641	06/19/2016	ICMA RETIREMENT TRUST 401	LOAN REPAY 401 - 4.5%: PAYMENT	6,615.81
N 524643	06/19/2016	LZBFG OF CALIFORNIA LLC	RECLINER CHAIRS	5,635.24
N 524645	06/19/2016	M B POLICE OFFICERS ASSOCIA	DUES \$ (POLICE FIXED): PAYMENT	6,058.98
N 524646	06/19/2016	M B WATER DEPARTMENT	MONTHLY WATER CHARGES	59,459.78
N 524650	06/19/2016	PUBLIC EMPLOYEES'	PENSION SAFETY - CLASSIC: PAYMENT	262,051.07
N 524652	06/19/2016	SOUTHERN CALIFORNIA EDISON	STREET LIGHTING CHARGES	24,780.88
N 524653	06/19/2016	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	78,772.43
N 524655	06/19/2016	THE GAS COMPANY	MONTHLY GAS CHARGES	8,214.64
N 524656	06/19/2016	TOTAL ADMINISTRATIVE SVCS CORP	CHILD125 (CHILD 125 PLAN): PAYMENT	8,717.41
N 524657	06/19/2016	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMENT	2,977.24
N 524662	06/23/2016	ALL CITY MANAGEMENT SVCS	CROSSING GUARD SERVICES FIRST AMENDMENT	11,564.56
N 524668	06/23/2016	AT&T MOBILITY	CELLULAR CHARGES	8,754.39
N 524671	06/23/2016	BIZODO INC	1-YEAR 30 DOCUMENTS/WEB FORMS	5,000.00
N 524673	06/23/2016	BRADY, LESLEY	TENNIS INSTRUCTOR	7,585.50

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City Council Meeting  
July 19, 2016

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

CHK_NO	CHK_DATE	Vendor Name	DESCRIPTION	AMOUNT
N 524674	06/23/2016	BRIT WEST SOCCER INC	SOCCER INSTRUCTOR	24,410.70
N 524677	06/23/2016	CA NEWSPAPER PARTNERSHIP	ADVERTISING	4,226.00
N 524680	06/23/2016	CA PUBLIC EMPLOYEES'	MEDICAL PREMIUMS	320,842.91
N 524681	06/23/2016	CALPERS	GASB 68 REPORTS	2,500.00
N 524682	06/23/2016	CALPIPE INDUSTRIES	18-08733PF BOLLARD ARRAY	12,590.14
N 524683	06/23/2016	CAROLYNA MESSINA & ASSOC INC	PROFESSIONAL SERVICES	3,675.00
N 524685	06/23/2016	CBRE INC	MARKET STUDY	8,820.00
N 524689	06/23/2016	CLEANSTREET	LANDSCAPE SERVICES EXTRAS	7,346.42
N 524691	06/23/2016	COMMUNITY WORKS LEASING CORP	STRAND STAIR IMPROVEMENT	4,535.04
N 524693	06/23/2016	CROWN BLDG MAINTENANCE CO INC	JANITORIAL SERVICES	18,768.87
N 524696	06/23/2016	DELL MARKETING LP	SCHEDULED HARDWARE REFRESH	15,406.93
N 524701	06/23/2016	EN POINTE TECHNOLOGIES INC	ADOBE ACROBAT PRO - ADDITIONAL LICENSES	7,519.00
N 524703	06/23/2016	FIRST CALL STAFFING INC	TEMPORARY EMPLOYEE SERVICES	5,540.31
N 524707	06/23/2016	GRANICUS	MEDIA STREAMING	7,862.82
N 524709	06/23/2016	HARRIS & ASSOCIATES INC	REDONDO AVBE & 11TH ST RESURFACING	7,270.00
N 524711	06/23/2016	HI-TECH ENVIROMENTAL SERV. INC	18-08833PF ASBESTOS REMEDIATION SERVICES	9,450.00
N 524714	06/23/2016	INTERNAP NETWORK SERVICES CORP	INTERNET SERVICES PROVIDER CONTRACT	7,868.16
N 524719	06/23/2016	JENKINS, JOAN STEIN	PROSECUTION SERVICES	8,078.40
N 524722	06/23/2016	JPMORGAN CHASE BANK NATL ASSC	MONTHLY LEASE-FIRE TRUCK	16,488.30
N 524732	06/23/2016	LEWIS, ANNE GRAY	TENNIS INSTRUCTOR	12,547.50
N 524733	06/23/2016	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	7,264.71
N 524735	06/23/2016	MAIN STREET TOURS INC	TOURS/EVENTS	2,747.00

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City Council Meeting  
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CHK_NO	CHK_DATE	Vendor Name	DESCRIPTION	AMOUNT
N 524737	06/23/2016	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	20,970.18
N 524739	06/23/2016	MELAD AND ASSOCIATES INC	PLAN CHECK AND INSPECTION SERVICES	38,025.06
N 524740	06/23/2016	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE SERVICES EXTRAS	14,775.50
N 524742	06/23/2016	MIRAMONTES CONSTRUCTION CO INC	2011-12 SEWER MAIN REHABILITATION PH 2	268,161.25
N 524743	06/23/2016	MONET CONSTRUCTION INC	PIER COMFORT STATION REHABILITATION	291,309.10
N 524744	06/23/2016	MUNICIPAL EMERGENCY SERVICES	SAFETY UNIFORMS	9,367.46
N 524753	06/23/2016	ORANGE COUNTY STRIPING SVCS	CITYWIDE TRAFFIC CONTROL MARKING SVCS	2,550.00
N 524754	06/23/2016	PACIFIC COAST ELEVATOR CORP	ELEVATOR MAINTENANCE EXTRAS	7,641.38
N 524755	06/23/2016	PENCO ENGINEERING INC	STAFF AUGMENTATION-ROSS ANDERSON	12,090.00
N 524756	06/23/2016	POSTMASTER	POSTAGE PERMIT	15,650.00
N 524758	06/23/2016	PSOMAS	PARKING STRUCTURE LOT 2 REHABILITATION	19,425.58
N 524759	06/23/2016	PSOMAS	PIER COMFORT STATION RENOVATION	16,206.05
N 524761	06/23/2016	QUANTUM QUALITY CONSULTING INC	STORM DRAIN CATCH BASIN PIPE SCREENS	17,580.00
N 524762	06/23/2016	QUANTUM QUALITY CONSULTING INC	STORM DRAIN CATCH BASIN PIPE SCREENS	5,661.00
N 524765	06/23/2016	RICHARDS WATSON & GERSHON	PROFESSIONAL LEGAL SERVICES	137,214.96
N 524766	06/23/2016	ROUTE MATCH SOFTWARE INC	MOBILE DATA SYSTEM FOR DIAL-A-RIDE BUSES	11,307.25
N 524770	06/23/2016	SBRPCA	AUTOMATIC VEHICLE LOCATION DEVICE	86,578.94
N 524776	06/23/2016	SSBRA	SOCCER OFFICIALS	2,720.00
N 524778	06/23/2016	STANDARD INSURANCE COMPANY	LIFE AD&D LTD PREMIUMS	13,270.03
N 524779	06/23/2016	STETSON ENGINEERS INC	URBAN WATER MANAGEMENT PLAN 2015 UPDATE	6,173.54
N 524783	06/23/2016	TIME WARNER CABLE INC	5-YEAR FIBER OPTIC MAINTENANCE AGREEMENT	3,893.20
N 524788	06/23/2016	TURBO DATA SYSTEMS INC	CITATION PROCESSING-MAY 2016	13,118.73

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City Council Meeting  
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CHK_NO	CHK_DATE	Vendor Name	DESCRIPTION	AMOUNT
N 524790	06/23/2016	UNISPEC CONSTRUCTION INC	18-08818PF CUMMINS/ONON FUEL TANK	7,068.00
N 524791	06/23/2016	UNITED RENTALS NORTHWEST INC	AUXILIARY GENERATOR RENTAL	13,799.40
N 524793	06/23/2016	US BANCORP CARD SERVICES INC	D-CARD CHARGES	78,599.69
N 524794	06/23/2016	US BANK	TRUSTEE FEES MARINE AVE PARK VARIABLE	3,325.00
N 524796	06/23/2016	VALVETEK UTILITY SERVICES INC	FLUSHING & DISINFECTION OF 101 MILES OF	19,193.50
N 524800	06/23/2016	WASTE MANAGEMENT INC	MAY 2016 REFUSE	302,789.32
N 524801	06/23/2016	WATER REPLENISHMENT DISTRICT	MONTHLY WATER PURCHASES	2,680.01
N 524802	06/23/2016	WEST BASIN MUNICIPAL WATER DIS	MONTHLY WATER PURCHASES	521,076.65
N 524803	06/23/2016	WEST COAST ARBORISTS INC	TREE MAINTENANCE	22,965.00
N 524804	06/23/2016	WINDHAM, JENNIFER	CERAMICS INSTRUCTOR	6,515.60
N 524806	06/23/2016	XEROX CORPORATION	MULTI MACHINES LEASE & BASE BUSINESS PRI	8,063.96
	generated			<u>3,123,847.91</u>
H 10235	06/22/2016	MAGIC HAMMER DEVELOPMENT INC	NADER CONSTRUCTION LOAN #23	36,830.00
	manual			<u>36,830.00</u>
T 62016	06/20/2016	UNION BANK	F.I.T./MEDICARE/S.I.T.	263,680.89
T 62116	06/21/2016	CMB RISK MGMT WORKERS COMP	MONTHLY DISBURSAL WORKERS COMP	207,804.02
T 6212016	06/21/2016	CMB RISK MGMT LIABILITY	MONTHLY DISBURSAL- LIABILITY ACCT	119,537.75
	wire			<u>591,022.66</u>
				<u>3,751,700.57</u>

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**Check History Listing**  
 CITY OF MANHATTAN BEACH

Bank code:	union	Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
		523692	04/14/2016	30655 1 800 PACK RAT LLC	V	06/20/2016	507-25943	03/27/2016	149.38	149.38
		524290	05/19/2016	11333 STATE DISBURSEMENT UNIT	V	06/20/2016	05-19-16	05/19/2016	541.30	541.30
								<b>union Total:</b>		<b>690.68</b>
								<b>Total Checks:</b>		<b>690.68</b>

2 checks in this report

Report of Warrant Disbursements

Fund	Description	Amount
100	General	1,661,776.25
201	Street Light	35,615.71
205	Streets & Highways	6,919.07
211	Police Grant	73,925.86
230	Prop A	15,198.25
231	Prop C	2,474.92
233	Meaure R	2,415.00
401	Capital Improvements	16,982.72
501	Water	589,240.60
502	Storm	25,167.34
503	Waste Water	270,110.16
510	Refuse	304,153.67
520	Parking	34,076.54
521	County Parking Lot	73.16
522	State Pier Lots	328,260.72
601	Insurance	331,663.97
605	Information Services	63,101.52
610	Vehicle Fleet	40,497.82
615	Building Maintenance	34,041.06
		<u>3,835,694.34</u>

**CITY OF MANHATTAN BEACH PAYROLL  
PAY PERIOD: 05/28/16 TO 06/10/16  
PAY DATE: 06/17/16**

**NET PAY 864,494.69**



5/28/2016

6/10/2016

CITY OF MANHATTAN BEACH PAYROLL REPORT

PAYROLL PERIOD ENDING DATE 6/10/2016

FUND	DESCRIPTION	AMOUNT
100	General Fund	1,196,443.25
230	Prop. A Fund	19,893.47
501	Water Fund	26,265.33
502	Stormwater Fund	2,539.44
503	Wastewater Fund	9,916.31
510	Refuse Fund	4,022.67
520	Parking Fund	2,645.18
521	County Parking Lots Fund	685.46
522	State Pier and Parking Lot Fund	685.44
601	Insurance Reserve Fund	9,439.82
605	Information Technology Fund	32,429.30
610	Fleet Management Fund	9,553.13
615	Building Maintenance & Operations Fund	11,053.78
801	Pension Trust Fund	8,768.12
	<b>Gross Pay</b>	<b>1,334,340.70</b>
	<b>Deductions</b>	<b>469,846.01</b>
	<b>Net Pay</b>	<b>864,494.69</b>

**Report of P-Card Transactions**

Account Date	Department Management Services	Amount
100-11-011-5204	Conferences & Meetings	
05/25/2016	HYATT HOTELS PARK AVIARA	278.83
05/25/2016	INDEPENDENT CITIES A	650.00
05/25/2016	MARRIOTT JW WASH DC	1,404.93
05/25/2016	PAYPAL *SOUTHBAYPOL	500.00
05/25/2016	RENAISSANCE HOTELS PAL	279.68
05/25/2016	RENAISSANCE HOTELS PAL	-303.66
05/25/2016	RENAISSANCE HOTELS PAL	303.66
100-11-011-5204	Conferences & Meetings	<u>3,113.44</u>
100-11-011-5217	Departmental Supplies	
05/25/2016	CINCO	272.50
05/25/2016	CORNER BAKERY	268.38
05/25/2016	EL GAUCHO MEAT MARKET	18.52
05/25/2016	FRESH BROTHERS MANHATTA	272.48
05/25/2016	RALPHS #0166	109.20
05/25/2016	RALPHS #0166	32.80
05/25/2016	RALPHS #0166	33.33
05/25/2016	RALPHS #0166	58.67
05/25/2016	RUBIO'S #024	310.65
05/25/2016	SMART AND FINA11209210	70.70
05/25/2016	SQ *BRITTS BBQ	74.89
05/25/2016	STARBUCKS #00542 MANHATTA	3.75
05/25/2016	THE KETTLE	70.14
05/25/2016	TRADER JOE'S #034 QPS	17.47
05/25/2016	VONS STORE00021105	14.99
05/25/2016	VONS STORE00021105	23.98
100-11-011-5217	Departmental Supplies	<u>1,652.45</u>
100-11-011-5262	Public Service Events	
05/25/2016	FRSTGVG*GROWINGGREAT	2,000.00
05/25/2016	MANHATTAN BEACH CHAMBER O	700.00
100-11-011-5262	Public Service Events	<u>2,700.00</u>
100-11-021-5104	Computer Contract Services	
05/25/2016	AVNGATE*KEEP&SHARE	9.00
100-11-021-5104	Computer Contract Services	<u>9.00</u>
100-11-021-5201	Office Supplies	
05/25/2016	OFFICE DEPOT #5125	156.33
05/25/2016	OFFICE DEPOT #5125	27.24

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 26b, dated 06/02/2016; Check number 524479.

**Report of P-Card Transactions**

Account Date	Department Management Services	Amount
05/25/2016	OFFICE DEPOT #5125	27.97
05/25/2016	OFFICE DEPOT #5125	287.99
05/25/2016	OFFICE DEPOT #5125	61.60
05/25/2016	OFFICE DEPOT #5125	90.63
05/25/2016	TARGET 00001990	27.24
100-11-021-5201	Office Supplies	<hr/> 679.00
100-11-021-5204	Conferences & Meetings	
05/25/2016	ICMA ONLINE PURCHASES	-260.00
05/25/2016	MARRIOTT MANHATTAN PARKNG	12.00
05/25/2016	UNITED 0162492255020	347.20
100-11-021-5204	Conferences & Meetings	<hr/> 99.20
100-11-021-5205	Training, Conferences & Meetings	
05/25/2016	ATLAS ADVERTISING	300.00
100-11-021-5205	Training, Conferences & Meetings	<hr/> 300.00
100-11-021-5217	Departmental Supplies	
05/25/2016	COFFEE BEAN STORE	2.39
05/25/2016	COFFEE BEAN STORE	2.39
05/25/2016	IN *TABULA RASA ESSENTIAL	270.32
05/25/2016	OFFICE DEPOT #5125	132.97
05/25/2016	PAYPAL *MANHATTANBE	35.00
05/25/2016	PEET'S #03903	2.00
05/25/2016	SIMMZY'S MANHATTAN BEACH	49.05
05/25/2016	SMARTSOURCE OF CALIF	117.47
100-11-021-5217	Departmental Supplies	<hr/> 611.59
100-11-041-5101	Contract Services	
05/25/2016	FILE KEEPERS	3.75
100-11-041-5101	Contract Services	<hr/> 3.75
100-11-041-5204	Conferences & Meetings	
05/25/2016	MUNICIPAL MANAGEMENT ASSO	85.00
100-11-041-5204	Conferences & Meetings	<hr/> 85.00
100-11-041-5205	Training, Conferences & Meetings	
05/25/2016	ARMA INTERNATIONAL	175.00
05/25/2016	MARRIOTT NEWPORT BEACH	192.75
05/25/2016	MARRIOTT NEWPORT BEACH	227.75

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Management Services</b>	<b>Amount</b>
100-11-041-5205	Training, Conferences & Meetings	<u>595.50</u>
100-11-041-5217	Departmental Supplies	
05/25/2016	IDU*INSIGHT PUBLIC SEC	2,747.80
05/25/2016	SHARKS COVE	59.11
100-11-041-5217	Departmental Supplies	<u>2,806.91</u>
11	Management Services	<u>12,655.84</u>

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Finance</b>	<b>Amount</b>
100-12-011-5101	Contract Services	
05/25/2016	APL* ITUNES.COM/BILL	0.99
05/25/2016	FILE KEEPERS	3.75
100-12-011-5101	Contract Services	<u>4.74</u>
100-12-011-5201	Office Supplies	
05/25/2016	AMAZON MKTPLACE PMTS	96.22
05/25/2016	OFFICE DEPOT #5125	24.79
05/25/2016	OFFICE DEPOT #5125	517.50
100-12-011-5201	Office Supplies	<u>638.51</u>
100-12-032-5204	Conferences & Meetings	
05/25/2016	SIXT RENT A CAR	-146.05
05/25/2016	SIXT RENT A CAR	255.58
100-12-032-5204	Conferences & Meetings	<u>109.53</u>
100-12-032-5217	Departmental Supplies	
05/25/2016	OFFICE DEPOT #5125	287.73
100-12-032-5217	Departmental Supplies	<u>287.73</u>
100-12-041-5204	Conferences & Meetings	
05/25/2016	NIGP	1,035.00
05/25/2016	NIGP	-250.00
05/25/2016	SOUTHWES 5262404849566	314.46
100-12-041-5204	Conferences & Meetings	<u>1,099.46</u>
615-12-042-5101	Contract Services	
05/25/2016	GOURMETCOFFEESERVICE,INC	1,473.71
05/25/2016	DS SERVICES STANDARD COFF	702.00
05/25/2016	SUPERIOR PLANT SCAPES	258.00
615-12-042-5101	Contract Services	<u>2,433.71</u>
615-12-042-5211	Automotive Parts	
05/25/2016	COMPLETES PLUS CPL	502.68
05/25/2016	EDDINGS 0026741	54.15
05/25/2016	GOODYEAR TIRE&RUBBER CO	1,096.15
615-12-042-5211	Automotive Parts	<u>1,652.98</u>
615-12-042-5222	Warehouse Inventory Purchases	
05/25/2016	OFFICE DEPOT #5125	1,660.29

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**Report of P-Card Transactions**

Account Date	Department Finance	Amount
05/25/2016	SANDLER BROS	483.69
05/25/2016	SOUTHLAND ENVELOPE	791.89
05/25/2016	SOUTHLAND ENVELOPE	900.72
05/25/2016	SUPPLYWORKS CORP	1,595.24
05/25/2016	SUPPLYWORKS CORP	-17.99
05/25/2016	SUPPLYWORKS CORP	474.15
05/25/2016	SUPPLYWORKS CORP	763.83
05/25/2016	WESTSIDE BUILDING MATERI	645.76
05/25/2016	WW GRAINGER	792.72
05/25/2016	ZERO WASTE USA	2,406.72
615-12-042-5222	Warehouse Inventory Purchases	<u>10,497.02</u>
12	<b>Finance</b>	<u><u>16,723.68</u></u>

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Human Resources</b>	<b>Amount</b>
100-13-011-5101	Contract Services	
05/25/2016	FILE KEEPERS	3.75
100-13-011-5101	Contract Services	<u>3.75</u>
100-13-011-5201	Office Supplies	
05/25/2016	OFFICE DEPOT #5125	88.94
100-13-011-5201	Office Supplies	<u>88.94</u>
100-13-011-5204	Conferences & Meetings	
05/25/2016	FAIRFIELD INN & SUITES	682.06
05/25/2016	LAX AIRPORT LOT C	48.00
100-13-011-5204	Conferences & Meetings	<u>730.06</u>
100-13-011-5205	Training, Conferences & Meetings	
05/25/2016	CAL CHAMBER OF COMMERCE	2,800.00
05/25/2016	CPS HUMAN RESOURCE SERVIC	-159.00
05/25/2016	CPS HUMAN RESOURCE SERVIC	-159.00
100-13-011-5205	Training, Conferences & Meetings	<u>2,482.00</u>
100-13-011-5214	Employee Awards & Events	
05/25/2016	AWARDS NETWORK	75.00
100-13-011-5214	Employee Awards & Events	<u>75.00</u>
100-13-011-5217	Departmental Supplies	
05/25/2016	AMAZON MKTPLACE PMTS	26.94
100-13-011-5217	Departmental Supplies	<u>26.94</u>
100-13-011-5218	Recruitment Costs	
05/25/2016	AMY'S PASTRY	10.50
05/25/2016	JOBS AVAILABLE INC	273.00
05/25/2016	MENDOCINO FARMS	36.68
05/25/2016	THE STRAND HOUSE	261.75
100-13-011-5218	Recruitment Costs	<u>581.93</u>
601-13-021-5101	Contract Services	
05/25/2016	CORNER BAKERY	160.00
05/25/2016	CORNER BAKERY	45.00
601-13-021-5101	Contract Services	<u>205.00</u>

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Human Resources</b>	<b>Amount</b>
601-13-021-5204	Conferences & Meetings	
05/25/2016	PAYPAL *COUNCILSELF	100.00
601-13-021-5204	Conferences & Meetings	<hr/> 100.00
13	<b>Human Resources</b>	<hr/> <hr/> 4,293.62

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Police</b>	<b>Amount</b>
100-15-011-5101	Contract Services	
05/25/2016	DTV*DIRECTV SERVICE	244.97
05/25/2016	TANGRAM INTERIORS	1,121.34
100-15-011-5101	Contract Services	<hr/> 1,366.31
100-15-011-5104	Computer Contract Services	
05/25/2016	LOCATEPLUS	104.95
100-15-011-5104	Computer Contract Services	<hr/> 104.95
100-15-011-5201	Office Supplies	
05/25/2016	OFFICE DEPOT #5125	84.48
05/25/2016	OFFICE DEPOT #5910	5.02
05/25/2016	AMAZON MKTPLACE PMTS	6.26
05/25/2016	OFFICE DEPOT #5125	110.08
05/25/2016	OFFICE DEPOT #5125	171.60
05/25/2016	OFFICE DEPOT #5125	285.81
05/25/2016	OFFICE DEPOT #5125	31.20
05/25/2016	OFFICE DEPOT #5125	32.36
05/25/2016	OFFICE DEPOT #5125	340.95
05/25/2016	OFFICE DEPOT #5125	355.58
05/25/2016	OFFICE DEPOT #5125	363.58
05/25/2016	OFFICE DEPOT #5125	38.46
05/25/2016	OFFICE DEPOT #5125	469.19
05/25/2016	OFFICE DEPOT #5125	51.18
05/25/2016	OFFICE DEPOT #5125	56.02
05/25/2016	OFFICE DEPOT #5125	61.92
05/25/2016	OFFICE DEPOT #5125	65.39
05/25/2016	OFFICE DEPOT #5125	81.72
100-15-011-5201	Office Supplies	<hr/> 2,610.80
100-15-011-5202	Memberships & Dues	
05/25/2016	CALIFORNIA POLICE CHIEFS	145.00
100-15-011-5202	Memberships & Dues	<hr/> 145.00
100-15-011-5204	Conferences & Meetings	
05/25/2016	NOAH'S BAGELS #2546	14.99
05/25/2016	THE BEST DONUTS	13.29
100-15-011-5204	Conferences & Meetings	<hr/> 28.28
100-15-011-5220	POST Training	
05/25/2016	REGIONAL TRAINING CENT	295.00

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Police</b>	<b>Amount</b>
100-15-011-5220	POST Training	<u>295.00</u>
100-15-021-5101	Contract Services	
05/25/2016	BUBBLES PET SPA MANHATTAN	250.00
05/25/2016	BUBBLES PET SPA MANHATTAN	65.00
05/25/2016	COUNTRY HILLS ANIMAL CLI	123.38
100-15-021-5101	Contract Services	<u>438.38</u>
100-15-021-5217	Departmental Supplies	
05/25/2016	BUBBLES PET SPA MANHATTAN	8.67
05/25/2016	FRIENDS FUR-EVER	115.52
05/25/2016	MOBILE VISION	233.82
100-15-021-5217	Departmental Supplies	<u>358.01</u>
100-15-031-5101	Contract Services	
05/25/2016	LEXISNEXIS RISK DAT	444.07
100-15-031-5101	Contract Services	<u>444.07</u>
100-15-031-5217	Departmental Supplies	
05/25/2016	ARROWHEAD SCIENTIFIC IN	228.48
05/25/2016	FRY'S ELECTRONICS #5	108.99
05/25/2016	FRY'S ELECTRONICS #5	283.37
05/25/2016	OFFICE DEPOT #5125	14.68
100-15-031-5217	Departmental Supplies	<u>635.52</u>
100-15-041-5101	Contract Services	
05/25/2016	FILE KEEPERS	37.75
05/25/2016	OFFICE DEPOT #5125	1,519.42
05/25/2016	THE UPS STORE 1830	5.64
100-15-041-5101	Contract Services	<u>1,562.81</u>
100-15-041-5217	Departmental Supplies	
05/25/2016	MERCHANT	280.24
100-15-041-5217	Departmental Supplies	<u>280.24</u>
100-15-041-5225	Printing	
05/25/2016	SMARTSOURCE OF CALIF	147.02
05/25/2016	SMARTSOURCE OF CALIF	1,525.81
05/25/2016	SMARTSOURCE OF CALIF	166.77
05/25/2016	SMARTSOURCE OF CALIF	244.86

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Police</b>	<b>Amount</b>
05/25/2016	SMARTSOURCE OF CALIF	270.69
05/25/2016	SMARTSOURCE OF CALIF	28.34
100-15-041-5225	Printing	<u>2,383.49</u>
100-15-051-5206	Uniforms/Safety Equipment	
05/25/2016	AMERICAN SOLUTIONS4 BUS	501.79
100-15-051-5206	Uniforms/Safety Equipment	<u>501.79</u>
100-15-051-5217	Departmental Supplies	
05/25/2016	AMERICAN SOLUTIONS4 BUS	380.76
05/25/2016	GEIGER	1,676.56
100-15-051-5217	Departmental Supplies	<u>2,057.32</u>
100-15-061-5206	Uniforms/Safety Equipment	
05/25/2016	GALLS	147.10
100-15-061-5206	Uniforms/Safety Equipment	<u>147.10</u>
100-15-071-5101	Contract Services	
05/25/2016	IN *AM-TEC TOTAL SECURITY	285.00
05/25/2016	MISSION LINEN	418.24
100-15-071-5101	Contract Services	<u>703.24</u>
100-15-071-5217	Departmental Supplies	
05/25/2016	MERCHANT	199.63
100-15-071-5217	Departmental Supplies	<u>199.63</u>
100-15-081-5101	Contract Services	
05/25/2016	PARADISE AWARDS	65.40
100-15-081-5101	Contract Services	<u>65.40</u>
100-15-081-5204	Conferences & Meetings	
05/25/2016	AUTO PARK 14-GRAND AVE	14.00
100-15-081-5204	Conferences & Meetings	<u>14.00</u>
100-15-081-5206	Uniforms/Safety Equipment	
05/25/2016	EMBROIDME BEACH CITIES	403.39
05/25/2016	GALLS	6.75
05/25/2016	GALLS	75.31
05/25/2016	GALLS	75.32
05/25/2016	WESTWAY UNIFORMS INC	39.73

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## Report of P-Card Transactions

<b>Account Date</b>	<b>Department Police</b>	<b>Amount</b>
100-15-081-5206	Uniforms/Safety Equipment	<u>600.50</u>
100-15-081-5217	Departmental Supplies	
05/25/2016	IN *DOLLAR RADIO SYSTEMS	650.00
100-15-081-5217	Departmental Supplies	<u>650.00</u>
100-15-091-5101	Contract Services	
05/25/2016	EL SEGUNDO ANIMAL HOSPITA	165.00
100-15-091-5101	Contract Services	<u>165.00</u>
15	Police	<u>15,756.84</u>

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**Report of P-Card Transactions**

Account Date	Department Fire	Amount
100-16-011-5101	Contract Services	
05/25/2016	FILE KEEPERS	5.00
100-16-011-5101	Contract Services	<u>5.00</u>
100-16-011-5201	Office Supplies	
05/25/2016	CDW GOVERNMENT	1,024.56
05/25/2016	OFFICE DEPOT #5101	21.22
05/25/2016	OFFICE DEPOT #5125	61.29
100-16-011-5201	Office Supplies	<u>1,107.07</u>
100-16-011-5204	Conferences & Meetings	
05/25/2016	DELTA AIR 0067810376111	236.20
05/25/2016	NATIONAL FIRE SPRINKLER A	295.00
100-16-011-5204	Conferences & Meetings	<u>531.20</u>
100-16-011-5217	Departmental Supplies	
05/25/2016	VARIDESK	426.60
100-16-011-5217	Departmental Supplies	<u>426.60</u>
100-16-023-5217	Departmental Supplies	
05/25/2016	COFFEE BEAN STORE	34.19
05/25/2016	NOAH'S BAGELS #2546	13.49
05/25/2016	THE BEST DONUTS	8.50
100-16-023-5217	Departmental Supplies	<u>56.18</u>
100-16-031-5203	Reference Books & Periodicals	
05/25/2016	FIREFIGHTERS BOOKSTRE	246.20
100-16-031-5203	Reference Books & Periodicals	<u>246.20</u>
100-16-031-5205	Training, Conferences & Meetings	
05/25/2016	NOAH'S BAGELS #2546	83.19
100-16-031-5205	Training, Conferences & Meetings	<u>83.19</u>
100-16-031-5206	Uniforms/Safety Equipment	
05/25/2016	ALLSTAR FIRE EQUIPMENT	549.36
05/25/2016	SP * SC PRODUCTS	158.99
05/25/2016	THE HOME DEPOT 620	283.26
100-16-031-5206	Uniforms/Safety Equipment	<u>991.61</u>

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**Report of P-Card Transactions**

Account Date	Department Fire	Amount
100-16-031-5209	Tools & Minor Equipment	
05/25/2016	QUICKPRO GEAR	162.99
100-16-031-5209	Tools & Minor Equipment	162.99
100-16-031-5217	Departmental Supplies	
05/25/2016	ALLSTAR FIRE EQUIPMENT	1,084.66
05/25/2016	APPLE STORE #R122	43.55
05/25/2016	DIAMONDBACK FIRE & RESCUE	71.82
05/25/2016	THE HOME DEPOT 620	15.17
100-16-031-5217	Departmental Supplies	1,215.20
100-16-041-5205	Training, Conferences & Meetings	
05/25/2016	CITY OF ANAHEIM CONV CTR	15.00
05/25/2016	CITY OF ANAHEIM CONV CTR	15.00
05/25/2016	CYGNUS BUSINESS MEDIA	199.00
05/25/2016	CYGNUS BUSINESS MEDIA	199.00
100-16-041-5205	Training, Conferences & Meetings	428.00
100-16-041-5217	Departmental Supplies	
05/25/2016	BOUND TREE MEDICAL LLC	12.85
05/25/2016	BOUND TREE MEDICAL LLC	2,442.99
05/25/2016	BOUND TREE MEDICAL LLC	2,559.95
05/25/2016	BOUND TREE MEDICAL LLC	262.63
100-16-041-5217	Departmental Supplies	5,278.42
100-16-052-5217	Departmental Supplies	
05/25/2016	SIGN MART	167.40
100-16-052-5217	Departmental Supplies	167.40
100-16-054-5205	Training, Conferences & Meetings	
05/25/2016	CRITICAL INFOMATION NETW	2,095.00
100-16-054-5205	Training, Conferences & Meetings	2,095.00
100-16-054-5217	Departmental Supplies	
05/25/2016	RED CROSS STORE	222.07
100-16-054-5217	Departmental Supplies	222.07
100-16-056-5217	Departmental Supplies	
05/25/2016	ALERT ALL CORP	2,933.20
05/25/2016	CHANNING BETE CO AHA	367.88

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Fire</b>	<b>Amount</b>
100-16-056-5217	Departmental Supplies	<u>3,301.08</u>
16	Fire	<u>16,317.21</u>

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**Report of P-Card Transactions**

Account Date	Department Community Development	Amount
100-17-011-5201	Office Supplies	
05/25/2016	CDW GOVERNMENT	108.99
05/25/2016	OFFICE DEPOT #5125	102.17
05/25/2016	OFFICE DEPOT #5125	116.62
05/25/2016	OFFICE DEPOT #5125	124.22
05/25/2016	OFFICE DEPOT #5125	207.32
05/25/2016	OFFICE DEPOT #5125	27.24
05/25/2016	OFFICE DEPOT #5125	46.75
05/25/2016	OFFICE DEPOT #5125	50.06
100-17-011-5201	Office Supplies	783.37
100-17-011-5202	Memberships & Dues	
05/25/2016	MUNICIPAL MANAGEMENT ASSO	85.00
100-17-011-5202	Memberships & Dues	85.00
100-17-011-5217	Departmental Supplies	
05/25/2016	BEACH PIZZA	46.73
05/25/2016	SUBWAY 03146693	50.00
100-17-011-5217	Departmental Supplies	96.73
100-17-032-5205	Training, Conferences & Meetings	
05/25/2016	PAYPAL *ICC LABC	80.00
100-17-032-5205	Training, Conferences & Meetings	80.00
100-17-032-5217	Departmental Supplies	
05/25/2016	APPLE STORE #R122	81.65
100-17-032-5217	Departmental Supplies	81.65
100-17-032-5225	Printing	
05/25/2016	SMARTSOURCE OF CALIF	28.34
05/25/2016	SMARTSOURCE OF CALIF	67.30
100-17-032-5225	Printing	95.64
100-17-041-5225	Printing	
05/25/2016	SMARTSOURCE OF CALIF	163.89
100-17-041-5225	Printing	163.89
100-17-051-5205	Training, Conferences & Meetings	
05/25/2016	TRAVEL INSURANCE POLICY	-21.00

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Community Development</b>	<b>Amount</b>
100-17-051-5205	Training, Conferences & Meetings	<u>-21.00</u>
100-17-051-5225	Printing	
05/25/2016	SMARTSOURCE OF CALIF	28.34
100-17-051-5225	Printing	<u>28.34</u>
17	<b>Community Development</b>	<u>1,393.62</u>

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**Report of P-Card Transactions**

Account Date	Department Public Works	Amount
<b>100-18-011-5201</b>	<b>Office Supplies</b>	
05/25/2016	AMAZON MKTPLACE PMTS	14.68
05/25/2016	OFFICE DEPOT #2740	107.79
05/25/2016	OFFICE DEPOT #2740	117.59
05/25/2016	OFFICE DEPOT #2740	21.79
05/25/2016	OFFICE DEPOT #5125	-10.01
05/25/2016	OFFICE DEPOT #5125	10.04
05/25/2016	OFFICE DEPOT #5125	105.04
05/25/2016	OFFICE DEPOT #5125	11.98
05/25/2016	OFFICE DEPOT #5125	14.61
05/25/2016	OFFICE DEPOT #5125	17.41
05/25/2016	OFFICE DEPOT #5125	246.32
05/25/2016	OFFICE DEPOT #5125	28.54
05/25/2016	OFFICE DEPOT #5125	28.59
05/25/2016	OFFICE DEPOT #5125	39.96
05/25/2016	OFFICE DEPOT #5125	46.75
05/25/2016	OFFICE DEPOT #5125	49.67
05/25/2016	OFFICE DEPOT #5125	51.22
05/25/2016	OFFICE DEPOT #5125	57.19
05/25/2016	OFFICE DEPOT #5125	629.98
05/25/2016	OFFICE DEPOT #5125	81.72
05/25/2016	OFFICE DEPOT #5125	86.22
05/25/2016	OFFICE DEPOT #5125	89.63
<b>100-18-011-5201</b>	<b>Office Supplies</b>	<hr/> 1,846.71
<b>100-18-011-5204</b>	<b>Conferences &amp; Meetings</b>	
05/25/2016	THE LOFT NT	466.96
05/25/2016	AMERICAN PUBLIC WORKS	25.00
<b>100-18-011-5204</b>	<b>Conferences &amp; Meetings</b>	<hr/> 491.96
<b>100-18-011-5214</b>	<b>Employee Awards &amp; Events</b>	
05/25/2016	99 CENTS ONLY STORES #377	13.08
<b>100-18-011-5214</b>	<b>Employee Awards &amp; Events</b>	<hr/> 13.08
<b>100-18-032-5101</b>	<b>Contract Services</b>	
05/25/2016	SPOK INC	1.96
<b>100-18-032-5101</b>	<b>Contract Services</b>	<hr/> 1.96
<b>100-18-032-5209</b>	<b>Tools &amp; Minor Equipment</b>	
05/25/2016	NOR*NORTHERN TOOL	192.69

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**Report of P-Card Transactions**

Account Date	Department Public Works	Amount
100-18-032-5209	Tools & Minor Equipment	<u>192.69</u>
100-18-032-5217	Departmental Supplies	
05/25/2016	ANTHONYS READY MIX & BUIL	1,102.05
05/25/2016	MSA	30.00
05/25/2016	RJS CONSTRUCTION SUPPLIES	1,157.44
05/25/2016	RJS CONSTRUCTION SUPPLIES	335.55
05/25/2016	SHAMROCK SUPPLY CO	21.80
05/25/2016	SUPERIOR PLASTIC FABRI	54.50
05/25/2016	THE HOME DEPOT 611	74.02
05/25/2016	THE HOME DEPOT 620	110.75
05/25/2016	THE HOME DEPOT 620	302.61
05/25/2016	THE HOME DEPOT 620	38.95
05/25/2016	THE HOME DEPOT 620	410.28
05/25/2016	THE HOME DEPOT 620	49.47
05/25/2016	TODD PIPE AND SUPPLY HAWT	133.84
05/25/2016	WESTWOOD BUILDING MATERIA	154.24
05/25/2016	WESTWOOD BUILDING MATERIA	79.77
05/25/2016	WW GRAINGER	1,042.80
05/25/2016	WW GRAINGER	2,546.24
05/25/2016	WW GRAINGER	3,050.70
100-18-032-5217	Departmental Supplies	<u>10,695.01</u>
100-18-034-5217	Departmental Supplies	
05/25/2016	DELTA SCIENTIFIC CORP	805.38
05/25/2016	TAPCO	277.44
100-18-034-5217	Departmental Supplies	<u>1,082.82</u>
100-18-042-5217	Departmental Supplies	
05/25/2016	ANTHONYS READY MIX & BUIL	72.93
05/25/2016	LOWES #01555*	305.16
05/25/2016	LOWES #01555*	950.21
05/25/2016	MEE INDUSTRIES IND.	424.35
05/25/2016	MK METAL COMPANY	652.10
05/25/2016	NLS LLC	2,504.49
05/25/2016	SUPREME PAINT (MANHATT	86.66
05/25/2016	THE HOME DEPOT 620	178.43
05/25/2016	THE HOME DEPOT 620	479.29
05/25/2016	THE HOME DEPOT 620	509.47
05/25/2016	VALLEY CREST TREE CO	4,496.25
05/25/2016	WESTWOOD BUILDING MATERIA	192.01
05/25/2016	WESTWOOD BUILDING MATERIA	73.71

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**Report of P-Card Transactions**

<b>Account</b>	<b>Department</b>	
<b>Date</b>	<b>Public Works</b>	<b>Amount</b>
100-18-042-5217	Departmental Supplies	<u>10,925.06</u>
100-18-043-5101	Contract Services	
05/25/2016	TREMCO	2,755.00
100-18-043-5101	Contract Services	<u>2,755.00</u>
201-18-111-5217	Departmental Supplies	
05/25/2016	LEDTRONICS INC. #2	1,868.69
201-18-111-5217	Departmental Supplies	<u>1,868.69</u>
201-18-121-5217	Departmental Supplies	
05/25/2016	NLS LLC	4,670.54
201-18-121-5217	Departmental Supplies	<u>4,670.54</u>
501-18-231-5101	Contract Services	
05/25/2016	L2G*SCAQMD FEES	122.53
05/25/2016	L2G*SCAQMD FEES	122.53
05/25/2016	L2G*SCAQMD FEES	13.29
05/25/2016	L2G*SCAQMD FEES	2.76
05/25/2016	L2G*SCAQMD FEES	2.76
05/25/2016	L2G*SCAQMD FEES	21.08
05/25/2016	L2G*SCAQMD FEES	590.51
05/25/2016	L2G*SCAQMD FEES	937.05
05/25/2016	SPOK INC	4.89
05/25/2016	THERMOTRONICS	390.88
501-18-231-5101	Contract Services	<u>2,208.28</u>
501-18-231-5217	Departmental Supplies	
05/25/2016	HACH COMPANY	876.81
501-18-231-5217	Departmental Supplies	<u>876.81</u>
501-18-241-5101	Contract Services	
05/25/2016	L2G*LACO PUBLICHEALTH	837.00
05/25/2016	L2G*SERVICEFEE LACO PH	18.83
501-18-241-5101	Contract Services	<u>855.83</u>
501-18-241-5217	Departmental Supplies	
05/25/2016	WATERLINE TECHNOLOGIES IN	1,524.15
05/25/2016	WATERLINE TECHNOLOGIES IN	794.87
05/25/2016	WATERLINE TECHNOLOGIES IN	797.44

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**Report of P-Card Transactions**

Account Date	Department Public Works	Amount
501-18-241-5217	Departmental Supplies	<hr/> 3,116.46
501-18-251-5101	Contract Services	
05/25/2016	SPOK INC	1.96
501-18-251-5101	Contract Services	<hr/> 1.96
501-18-251-5209	Tools & Minor Equipment	
05/25/2016	THE HOME DEPOT 620	288.77
05/25/2016	THE HOME DEPOT 620	738.91
501-18-251-5209	Tools & Minor Equipment	<hr/> 1,027.68
501-18-251-5217	Departmental Supplies	
05/25/2016	B.D. WHITE TOPSOIL CO INC	327.00
05/25/2016	FERGUSON ENT #1083	408.75
05/25/2016	FERGUSON ENT #1083	721.69
05/25/2016	FERGUSON ENTERPRISES 2916	611.08
05/25/2016	JW DANGELO CO	1,266.43
05/25/2016	MANERI SIGN COMPANY	4,641.54
501-18-251-5217	Departmental Supplies	<hr/> 7,976.49
502-18-311-5101	Contract Services	
05/25/2016	COASTLINE SUPPLIES	170.00
05/25/2016	COASTLINE SUPPLIES	874.48
502-18-311-5101	Contract Services	<hr/> 1,044.48
502-18-311-5206	Uniforms/Safety Equipment	
05/25/2016	RED WING SHOE STORE 0	335.00
502-18-311-5206	Uniforms/Safety Equipment	<hr/> 335.00
502-18-311-5209	Tools & Minor Equipment	
05/25/2016	WW GRAINGER	1,294.92
502-18-311-5209	Tools & Minor Equipment	<hr/> 1,294.92
502-18-311-5217	Departmental Supplies	
05/25/2016	PLUMBERS DEPOT INC	598.41
05/25/2016	TEAMCO INDUSTRIES	1,310.25
502-18-311-5217	Departmental Supplies	<hr/> 1,908.66
503-18-321-5101	Contract Services	
05/25/2016	IN *CLE ELECTRIC, INC.	568.22

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**Report of P-Card Transactions**

Account Date	Department Public Works	Amount
05/25/2016	L2G*SCAQMD FEES	13.29
05/25/2016	L2G*SCAQMD FEES	590.51
05/25/2016	SPOK INC	3.92
503-18-321-5101	Contract Services	<u>1,175.94</u>
503-18-321-5205	Training, Conferences & Meetings	
05/25/2016	MUNICIPAL MAINTENANCE EQU	250.00
05/25/2016	MUNICIPAL MAINTENANCE EQU	250.00
05/25/2016	TECHNICAL LEARNING CONSUL	100.00
503-18-321-5205	Training, Conferences & Meetings	<u>600.00</u>
503-18-321-5209	Tools & Minor Equipment	
05/25/2016	WALTERS WHOLESALE ELEC #6	1,442.76
05/25/2016	WW GRAINGER	146.66
05/25/2016	WW GRAINGER	1,571.79
05/25/2016	WW GRAINGER	258.56
503-18-321-5209	Tools & Minor Equipment	<u>3,419.77</u>
503-18-321-5217	Departmental Supplies	
05/25/2016	PLUMBERS DEPOT INC	1,554.69
05/25/2016	PLUMBERS DEPOT INC	73.62
05/25/2016	SUPERBREAKE	357.00
05/25/2016	WEATHER SOURCE LLC ONLIN	29.90
503-18-321-5217	Departmental Supplies	<u>2,015.21</u>
510-18-411-5217	Departmental Supplies	
05/25/2016	ADAPT CONSULTING INC	1,598.17
05/25/2016	GLASDON ECOMMERCE	471.39
05/25/2016	THE HOME DEPOT 6611	99.34
510-18-411-5217	Departmental Supplies	<u>2,168.90</u>
520-18-511-5101	Contract Services	
05/25/2016	SPOK INC	1.96
05/25/2016	SQ *ENVIRONMENTAL SAFETY	697.50
520-18-511-5101	Contract Services	<u>699.46</u>
520-18-511-5217	Departmental Supplies	
05/25/2016	AMERICAN FLOOR MATS	1,080.18
520-18-511-5217	Departmental Supplies	<u>1,080.18</u>

To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 26b, dated 06/02/2016; Check number 524479.

**Report of P-Card Transactions**

Account Date	Department Public Works	Amount
521-18-513-5217	Departmental Supplies	
05/25/2016	MICHAELS STORES 3048	24.47
05/25/2016	THE HOME DEPOT 620	249.48
05/25/2016	WALTERS WHOLESALE ELEC #6	23.46
521-18-513-5217	Departmental Supplies	<u>297.41</u>
522-18-512-5501	Telephone	
05/25/2016	PACIFIC TELEMANAGEME	70.00
522-18-512-5501	Telephone	<u>70.00</u>
610-18-611-5101	Contract Services	
05/25/2016	FLEMING ENVIRONMENTAL	960.88
05/25/2016	SCOTT ROBINSON HONDA	346.60
610-18-611-5101	Contract Services	<u>1,307.48</u>
610-18-611-5104	Computer Contract Services	
05/25/2016	AMAZON.COM AMZN.COM/BILL	653.64
610-18-611-5104	Computer Contract Services	<u>653.64</u>
610-18-611-5217	Departmental Supplies	
05/25/2016	IN *D & S SALES, INC.	191.16
05/25/2016	AW DIRECT	210.58
05/25/2016	BG PETROSPECS DISTRIBUTIN	11.13
05/25/2016	BOE SPECIAL TAX	217.00
05/25/2016	BOE SPECIAL TAX	217.00
05/25/2016	CWI*CAMPING WORLD	40.89
05/25/2016	CWI*CAMPING WORLD	47.48
05/25/2016	CWI*CAMPING WORLD	97.45
05/25/2016	EDDINGS 0026741	-10.08
05/25/2016	EDDINGS 0026741	10.08
05/25/2016	EDDINGS 0026741	114.76
05/25/2016	EDDINGS 0026741	118.91
05/25/2016	EDDINGS 0026741	119.89
05/25/2016	EDDINGS 0026741	129.76
05/25/2016	EDDINGS 0026741	-137.89
05/25/2016	EDDINGS 0026741	1,402.42
05/25/2016	EDDINGS 0026741	15.62
05/25/2016	EDDINGS 0026741	153.37
05/25/2016	EDDINGS 0026741	1,805.04
05/25/2016	EDDINGS 0026741	-19.55
05/25/2016	EDDINGS 0026741	-229.86

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**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department Public Works</b>	<b>Amount</b>
05/25/2016	EDDINGS 0026741	26.07
05/25/2016	EDDINGS 0026741	28.34
05/25/2016	EDDINGS 0026741	28.54
05/25/2016	EDDINGS 0026741	37.80
05/25/2016	EDDINGS 0026741	38.54
05/25/2016	EDDINGS 0026741	4.58
05/25/2016	EDDINGS 0026741	4.98
05/25/2016	EDDINGS 0026741	47.75
05/25/2016	EDDINGS 0026741	48.66
05/25/2016	EDDINGS 0026741	-486.00
05/25/2016	EDDINGS 0026741	55.03
05/25/2016	EDDINGS 0026741	55.98
05/25/2016	EDDINGS 0026741	57.75
05/25/2016	EDDINGS 0026741	58.87
05/25/2016	EDDINGS 0026741	6.15
05/25/2016	EDDINGS 0026741	61.90
05/25/2016	EDDINGS 0026741	67.54
05/25/2016	EDDINGS 0026741	93.18
05/25/2016	EDDINGS 0026741	-95.56
05/25/2016	FIRESTONE 011819	653.53
05/25/2016	FOSTER TIRE CO	92.65
05/25/2016	IN *RON TURLEY ASSOCIATES	900.00
05/25/2016	MATHESON-308	61.10
05/25/2016	MUNICIPAL MAINTENANCE EQU	348.83
05/25/2016	OPC BOE SPECIAL TAX	4.99
05/25/2016	PACIFIC MOTORSPORTS	45.55
05/25/2016	PACIFIC MOTORSPORTS	78.00
05/25/2016	PAYPAL *MATSEQUIPME	595.99
05/25/2016	PRO LINE INDUSTRIAL PRODU	394.40
05/25/2016	RALPHS #0166	1.09
05/25/2016	ROSEMEAD OIL PRODUCTS INC	1,457.76
05/25/2016	SOUTH BAY FORD	60.43
05/25/2016	SOUTH BAY FORD	889.65
05/25/2016	THE HOME DEPOT 620	28.37
05/25/2016	THE HOME DEPOT 620	46.03
05/25/2016	THE LIGHTHOUSE	822.05
610-18-611-5217	Departmental Supplies	<hr/> 11,125.68
615-18-041-5101	Contract Services	
05/25/2016	NATIONAL FAIL SAFE	1,701.19
05/25/2016	NATIONAL FAIL SAFE	624.94
05/25/2016	PYRO-COMM SYSTEMS INC	370.00
05/25/2016	TREMCO	4,997.00

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**Report of P-Card Transactions**

Account Date	Department Public Works	Amount
615-18-041-5101	Contract Services	<u>7,693.13</u>
615-18-041-5205	Training, Conferences & Meetings	
05/25/2016	2005 LA QUINTA INNS	10.00
05/25/2016	2005 LA QUINTA INNS	8.00
615-18-041-5205	Training, Conferences & Meetings	<u>18.00</u>
615-18-041-5217	Departmental Supplies	
05/25/2016	4705 ALLIED/AMS	1,357.82
05/25/2016	GIH*GLOBALINDUSTRIALEQ	547.19
05/25/2016	IMPERIAL PRODUCTS INC	101.37
05/25/2016	INTERMOUNTAIN LOCK AND SE	1,036.69
05/25/2016	INTERMOUNTAIN LOCK AND SE	163.51
05/25/2016	INTERMOUNTAIN LOCK AND SE	209.35
05/25/2016	INTERMOUNTAIN LOCK AND SE	65.40
05/25/2016	PELICAN BANNERS AND SIGNS	153.04
05/25/2016	PRO LINE INDUSTRIAL PRODU	569.99
05/25/2016	RED WING SHOE STORE 0	103.60
05/25/2016	SUPREME PAINT (MANHATT	110.61
05/25/2016	SUPREME PAINT (MANHATT	156.47
05/25/2016	SUPREME PAINT (MANHATT	204.83
05/25/2016	SUPREME PAINT (MANHATT	28.58
05/25/2016	SUPREME PAINT (MANHATT	88.89
05/25/2016	THE HOME DEPOT 620	10.83
05/25/2016	THE HOME DEPOT 620	106.18
05/25/2016	THE HOME DEPOT 620	16.11
05/25/2016	THE HOME DEPOT 620	19.42
05/25/2016	THE HOME DEPOT 620	32.67
05/25/2016	THE HOME DEPOT 620	34.47
05/25/2016	THE HOME DEPOT 620	46.30
05/25/2016	THE HOME DEPOT 620	48.82
05/25/2016	THE HOME DEPOT 620	99.09
05/25/2016	TOOLUP.COM	349.00
05/25/2016	WESTWOOD BUILDING MATERIA	83.24
615-18-041-5217	Departmental Supplies	<u>5,743.47</u>
18	Public Works	<u>93,258.36</u>

*To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 26b, dated 06/02/2016; Check number 524479.*

**Report of P-Card Transactions**

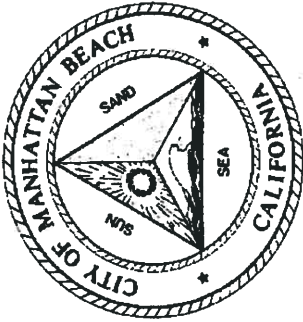
Account Date	Department	Amount
100-19-052-5104	Computer Contract Services	
05/25/2016	AMAZON WEB SERVICES	457.63
100-19-052-5104	Computer Contract Services	<u>457.63</u>
605-19-051-5104	Computer Contract Services	
05/25/2016	STK*SHUTTERSTOCK, INC.	199.00
605-19-051-5104	Computer Contract Services	<u>199.00</u>
605-19-051-5202	Memberships & Dues	
05/25/2016	MISAC	130.00
605-19-051-5202	Memberships & Dues	<u>130.00</u>
605-19-051-5204	Conferences & Meetings	
05/25/2016	AAA TAXI 0106	20.70
05/25/2016	RENAISSANCE HOTEL PHOE	1,178.61
05/25/2016	RENAISSANCE HOTEL PHOE	785.74
05/25/2016	SOUTHWES 5262405184798	85.00
605-19-051-5204	Conferences & Meetings	<u>2,070.05</u>
605-19-051-5210	Computers, Supplies & Software	
05/25/2016	AMAZON MKTPLACE PMTS	1,083.72
05/25/2016	AMAZON MKTPLACE PMTS	654.93
05/25/2016	AMAZON.COM	53.36
05/25/2016	B&H PHOTO MOTO	979.98
05/25/2016	BEST BUY MHT 00001073	216.87
05/25/2016	BSW	178.56
05/25/2016	DMI* DELL K-12/GOVT	1,529.83
05/25/2016	DMI* DELL K-12/GOVT	62.94
05/25/2016	FORTINET INC	449.70
05/25/2016	FRY'S ELECTRONICS #5	844.91
05/25/2016	LINK ELECTRONICS	2,311.76
05/25/2016	SITEIMPROVE	3,920.00
05/25/2016	SOLARWINDS	1,853.60
05/25/2016	SOUTHERN COMPUTER WAREHOU	1,308.87
05/25/2016	SOUTHERN COMPUTER WAREHOU	155.38
05/25/2016	SOUTHERN COMPUTER WAREHOU	2,520.29
05/25/2016	SOUTHERN COMPUTER WAREHOU	310.76
05/25/2016	SQ *NTH GENERATION COMPUT	1,009.78
05/25/2016	SQ *NTH GENERATION COMPUT	3,871.68
605-19-051-5210	Computers, Supplies & Software	<u>23,316.92</u>

*To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 26b, dated 06/02/2016; Check number 524479.*

**Report of P-Card Transactions**

<b>Account Date</b>	<b>Department</b>	<b>Amount</b>
605-19-051-5213	Computer Maintenance & Repairs	
05/25/2016	LASERZONE 1 INC	738.49
605-19-051-5213	Computer Maintenance & Repairs	<u>738.49</u>
19		<u>26,912.09</u>
	<b>Report Totals</b>	<u><u>187,311.26</u></u>

*To enable prompt payment, these PCard expenditures were paid to US Bancorp on Warrant Register wr 26b, dated 06/02/2016; Check number 524479.*



# City of Manhattan Beach

## Investment Portfolio

May 2016

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**  
**May 1, 2016 through May 31, 2016**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
LAIIF	39,200,000.00	39,200,000.00	39,200,000.00	37.97	1	1	0.544	0.552
Certificates of Deposit - Bank	5,111,000.00	5,128,265.27	5,111,000.00	4.95	1,502	361	1.074	1.089
Medium Term Notes	12,500,000.00	12,637,340.00	12,594,896.49	12.20	1,298	600	1.341	1.359
Federal Agency Issues - Coupon	46,000,000.00	46,530,570.00	46,335,311.19	44.88	1,326	784	1.236	1.254
<b>Investments</b>	<b>102,811,000.00</b>	<b>103,496,175.27</b>	<b>103,241,207.68</b>	<b>100.00%</b>	<b>828</b>	<b>443</b>	<b>0.978</b>	<b>0.992</b>
<hr/>								
<b>Cash and Accrued Interest</b>								
Passbook/Checking (not included in yield calculations)	954,847.32	954,847.32	954,847.32		1	1	0.000	0.000
Accrued Interest at Purchase		77,449.09	77,449.09					
Subtotal		1,032,296.41	1,032,296.41					
<b>Total Cash and Investments</b>	<b>103,765,847.32</b>	<b>104,528,471.68</b>	<b>104,273,504.09</b>		<b>828</b>	<b>443</b>	<b>0.978</b>	<b>0.992</b>

**Total Earnings**      **May 31 Month Ending**      **Fiscal Year To Date**

Current Year      85,056.16      936,852.18

BRUCE A. MOE, FINANCE DIRECTOR

Reporting period 05/01/2016-05/31/2016

Run Date: 06/21/2016 - 09:20

Portfolio CITY  
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**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 31, 2016**

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	39,200,000.00	39,200,000.00	39,200,000.00	0.552		0.552	1	
		<b>Subtotal and Average</b>		<b>39,200,000.00</b>	<b>39,200,000.00</b>	<b>39,200,000.00</b>			<b>0.552</b>	<b>1</b>	
<b>Certificates of Deposit - Bank</b>											
20033ADU7	CD0033	Comenity Capital Bank	12/02/2013	245,000.00	245,000.00	245,000.00	0.750		0.750	1	06/02/2016
29976DNM8	CD0013	Everbank Jacksonville FL	08/29/2012	245,000.00	245,264.60	245,000.00	0.900		0.900	89	08/29/2016
3364ORBW6	CD0030	First Sentry Bank	11/22/2013	245,000.00	245,245.00	245,000.00	0.750		0.750	174	11/22/2016
31931TDC6	CD0031	First Bank North Carolina	11/27/2013	245,000.00	245,298.90	245,000.00	0.800		0.800	180	11/28/2016
57116AHE1	CD0032	Marlin Business Bank	11/27/2013	245,000.00	245,360.15	245,000.00	0.850		0.850	180	11/28/2016
3616OXC39	CD0004	GENERAL ELECTRIC CAPITAL	12/29/2011	245,000.00	247,136.40	245,000.00	2.100		2.100	211	12/29/2016
38143AFP5	CD0005	Goldman Sachs	01/05/2012	245,000.00	247,119.25	245,000.00	2.050		2.050	218	01/05/2017
06414QSU4	CD0034	Bank of North Carolina	02/14/2014	245,000.00	245,347.90	245,000.00	0.800		0.800	258	02/14/2017
2546703V2	CD0006	Discover Bank Greenwood Intere	02/15/2012	245,000.00	246,715.00	245,000.00	1.600		1.600	259	02/15/2017
22766AAD7	CD0035	CROSSFIRST BANK	02/19/2014	245,000.00	245,267.05	245,000.00	0.750		0.750	265	02/21/2017
747133BP0	CD0022	Pyramax Bank	03/28/2013	245,000.00	245,066.15	245,000.00	0.750		0.750	300	03/28/2017
90344LBS7	CD0020	USNY Bank	03/28/2013	245,000.00	245,063.70	245,000.00	0.750		0.750	331	04/28/2017
344030EQ0	CD0011	Flushing SVGS Bk NY	07/27/2012	245,000.00	245,850.15	245,000.00	1.100		1.100	421	07/27/2017
062649YAO	CD0014	Bank of Holland	08/29/2012	245,000.00	245,115.15	245,000.00	1.050		1.050	454	08/29/2017
88413QAH11	CD0037	THIRD FEDERAL SAVINGS & LOAN	02/21/2014	245,000.00	247,028.60	245,000.00	1.150		1.150	538	11/21/2017
856284J21	CD0018	State Bank of India	12/21/2012	245,000.00	246,063.30	245,000.00	1.200		1.200	568	12/21/2017
94768NJE5	CD0019	Webster Bank	12/26/2012	245,000.00	247,783.20	245,000.00	1.000		1.000	573	12/26/2017
17453FBG6	CD0036	CITIZENS DEPOSIT BANK	02/20/2014	211,000.00	211,394.57	211,000.00	1.300		1.300	629	02/20/2018
320844NW9	CD0038	FIRST MERT BANK	02/24/2014	245,000.00	247,386.30	245,000.00	1.300		1.300	635	02/26/2018
938828AA8	CD0023	Washington Federal	03/28/2013	245,000.00	245,000.00	245,000.00	1.000		1.000	665	03/28/2018
101120CZ4	CD0024	Boston Private Bank & Trust	04/04/2013	245,000.00	244,759.90	245,000.00	0.950		0.950	672	04/04/2018
		<b>Subtotal and Average</b>		<b>5,111,000.00</b>	<b>5,128,265.27</b>	<b>5,111,000.00</b>			<b>1.089</b>	<b>361</b>	
<b>Money Market Fund</b>											
SYSGMRA39907	GMRA39907	Union Bank of California	10/09/2008	0.00	0.00	0.00	0.350		0.350	1	
		<b>Subtotal and Average</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>			<b>0.000</b>	<b>0</b>	
<b>Medium Term Notes</b>											
90520EAC5	MTN0070	Union Bank	12/21/2012	1,000,000.00	1,000,210.00	1,007,529.35	3.000	A+	1.244	5	06/06/2016
88579YAD3	MTN0072	3M	11/21/2013	1,000,000.00	1,002,090.00	1,006,107.45	1.375	AA-	0.783	120	09/29/2016
94974BEZ9	MTN0068	WELLS FARGO & CO	10/24/2012	500,000.00	504,680.00	506,930.07	2.625	A+	1.256	197	12/15/2016
084670BD9	MTN0065	BERKSHIRE HATHAWY	07/20/2012	1,000,000.00	1,006,970.00	1,009,177.31	1.900	AA+	1.112	244	01/31/2017

Portfolio CITY  
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**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 31, 2016**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Medium Term Notes</b>											
037833BB5	MTN0078	APPLE INC	12/04/2015	1,000,000.00	1,001,200.00	1,001,850.00	0.900	AA+	0.770	345	05/12/2017
89233P6S0	MTN0069	Toyota Motor Corp	12/21/2012	1,000,000.00	1,001,840.00	1,005,100.00	1.250	AA-	1.140	491	10/05/2017
68389XAN5	MTN0074	ORACLE CORP	02/18/2014	1,000,000.00	1,003,380.00	994,650.00	1.200	A+	1.350	501	10/15/2017
166764AA8	MTN0076	CHEVRON CORP	06/23/2015	1,000,000.00	999,170.00	998,400.00	1.104	AA	1.170	552	12/05/2017
459200HK0	MTN0079	IBM Corporation	12/30/2015	1,000,000.00	1,002,190.00	997,240.00	1.250	AA-	1.383	617	02/08/2018
717081DG5	MTN0073	Pfizer Inc	12/27/2013	1,000,000.00	1,009,780.00	990,150.00	1.500	AA	1.730	744	06/15/2018
594918AC8	MTN0075	MICROSOFT CORP.	05/19/2015	1,000,000.00	1,084,530.00	1,088,552.31	4.200	AAA	1.783	1,095	06/01/2019
22160KAF2	MTN0080	COSTCO COMPANIES	12/30/2015	1,000,000.00	1,013,680.00	993,880.00	1.700	A+	1.861	1,292	12/15/2019
30231GAG7	MTN0077	EXXON MOBIL CORPORATION	08/21/2015	1,000,000.00	1,007,620.00	995,330.00	1.912	AAA	2.020	1,374	03/06/2020
				<b>12,500,000.00</b>	<b>12,637,340.00</b>	<b>12,594,896.49</b>			<b>1.359</b>	<b>600</b>	

**Federal Agency Issues - Coupon**

313373SZ6	FAC0202	Federal Home Loan Bank	08/29/2011	1,000,000.00	1,000,440.00	1,004,026.50	2.125	AA+	1.233	9	06/10/2016
3135GOCM3	FAC0206	Fannie Mae	12/28/2011	2,000,000.00	2,004,900.00	2,006,420.00	1.250	AA+	1.180	119	09/28/2016
3130A3CE2	FAC0227	Federal Home Loan Bank	11/04/2014	2,000,000.00	2,000,980.00	2,001,720.00	0.625	AA+	0.580	135	10/14/2016
3133EEFA3	FAC0229	FED FARM CR BK	12/26/2014	2,000,000.00	2,001,220.00	1,998,820.00	0.720	AA+	0.750	197	12/15/2016
880591EA6	FAC0247	Tennessee Valley Authority	05/27/2016	2,000,000.00	2,105,520.00	2,107,060.00	5.500	AA+	0.780	412	07/18/2017
3134G6G49	FAC0233	Federal Home Loan Mortgage	05/15/2015	3,000,000.00	2,999,820.00	3,004,242.00	0.800	AA+	0.736	433	08/08/2017
3134G7M17	FAC0237	Federal Home Loan Mortgage	08/19/2015	1,000,000.00	999,720.00	998,600.00	0.750	AA+	0.820	450	08/25/2017
3133ED2D3	FAC0228	FED FARM CR BK	11/04/2014	2,000,000.00	2,016,880.00	2,016,854.55	1.550	AA+	1.192	474	09/18/2017
3130A33J1	FAC0226	Federal Home Loan Bank	09/22/2014	3,000,000.00	3,015,330.00	3,001,740.00	1.200	AA+	1.180	475	09/19/2017
3137EADL0	FAC0242	Federal Home Loan Mortgage	10/26/2015	1,000,000.00	1,002,290.00	1,006,870.00	1.000	AA+	0.640	485	09/29/2017
3133EDE99	FAC0219	FED FARM CR BK	02/13/2014	2,000,000.00	2,012,820.00	2,005,449.15	1.340	AA+	1.208	576	12/29/2017
880591EC2	FAC0241	Tennessee Valley Authority	10/26/2015	1,000,000.00	1,064,840.00	1,080,497.54	4.500	AA+	0.977	669	04/01/2018
3130A6AE7	FAC0240	Federal Home Loan Bank	10/26/2015	1,000,000.00	1,002,390.00	1,005,240.00	1.125	AA+	0.940	835	09/14/2018
3135G0YM9	FAC0232	Fannie Mae	02/20/2015	2,000,000.00	2,039,680.00	2,033,091.02	1.875	AA+	1.318	839	09/18/2018
880591EQ1	FAC0220	Tennessee Valley Authority	05/29/2014	2,000,000.00	2,032,480.00	2,019,972.46	1.750	AA+	1.395	866	10/15/2018
3130A0CU2	FAC0217	Federal Home Loan Bank	11/21/2013	1,000,000.00	1,011,260.00	1,000,000.00	1.550	AA	1.550	903	11/21/2018
313376BR5	FAC0218	Federal Home Loan Bank	12/27/2013	1,000,000.00	1,017,540.00	998,570.00	1.750	AA+	1.780	926	12/14/2018
3135G0Z44	FAC0221	Fannie Mae	05/29/2014	1,000,000.00	1,020,860.00	1,012,830.75	1.875	AA+	1.478	993	02/19/2019
3135G0Z44	FAC0235	Fannie Mae	06/19/2015	2,000,000.00	2,041,720.00	2,033,852.89	1.875	AA+	1.320	993	02/19/2019
3133EDLR1	FAC0222	FED FARM CR BK	05/29/2014	2,000,000.00	2,030,660.00	2,007,442.39	1.650	AA+	1.542	1,078	05/15/2019
3137EADK2	FAC0224	Federal Home Loan Mortgage	08/01/2014	2,000,000.00	2,007,020.00	1,963,780.28	1.250	AA+	1.788	1,156	08/01/2019
3133EFAS6	FAC0238	FED FARM CR BK	08/26/2015	1,000,000.00	1,002,090.00	1,000,000.00	1.670	AA+	1.670	1,181	08/26/2019
3134G3P53	FAC0245	Federal Home Loan Mortgage	03/17/2016	1,000,000.00	1,027,460.00	1,021,820.00	2.000	AA+	1.364	1,225	10/09/2019
3135G0ZV2	FAC0231	Fannie Mae	02/20/2015	2,000,000.00	2,037,840.00	2,008,963.66	1.750	AA+	1.642	1,273	11/26/2019

Portfolio CITY

CP

PM (PRF\_PM2) 7.3.0

**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**May 31, 2016**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date	
<b>Federal Agency Issues - Coupon</b>												
3133EEW55	FAC0236	FED FARM CR BK	06/19/2015	2,000,000.00	2,033,460.00	2,001,898.00	1.800	AA+	1.780	1,475	06/15/2020	
3130A6DM6	FAC0239	Federal Home Loan Bank	09/18/2015	1,000,000.00	999,520.00	1,000,000.00	1.000	AA+	1.000	1,570	09/18/2020	
3136G0X55	FAC0246	Fannie Mae	03/17/2016	1,000,000.00	1,001,310.00	995,550.00	1.500	AA+	1.600	1,612	10/30/2020	
3134G8FZ7	FAC0244	Federal Home Loan Mortgage	12/30/2015	2,000,000.00	2,000,520.00	2,000,000.00	2.000	AA+	2.000	1,673	12/30/2020	
<b>Subtotal and Average</b>				<b>46,000,000.00</b>	<b>46,530,570.00</b>	<b>46,335,311.19</b>			<b>1.254</b>	<b>784</b>		
<b>Total and Average</b>				<b>102,811,000.00</b>	<b>103,496,175.27</b>	<b>103,241,207.68</b>			<b>0.992</b>	<b>443</b>		



**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**May 31, 2016**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
<b>Money Market Fund</b>										
SYS39903-39902	39901	UNION BANK	06/01/2003	954,847.32	954,847.32	954,847.32			0.000	1
			Accrued Interest at Purchase		77,449.09	77,449.09				1
			Subtotal		1,032,296.41	1,032,296.41				
		<b>Total Cash and Investments</b>		<b>103,765,847.32</b>	<b>104,528,471.68</b>	<b>104,273,504.09</b>			<b>0.992</b>	<b>443</b>

**City of Manhattan Beach  
Investment Portfolio Summary  
As of May 31, 2016**

<b>PORTFOLIO PROFILE</b>	<b>May 31, 2016</b>	<b>Apr 30, 2016</b>	<b>Mar 31, 2016</b>	<b>Feb 29, 2016</b>	<b>Jan 31, 2016</b>
Total Book Value (Excluding Trust Funds)	\$103,241,208	\$97,146,252	\$89,146,252	\$91,373,882	\$88,118,882
Increase/(Decrease) from Prior Period	6,094,955	8,000,000	(2,227,630)	3,255,000	(1,250,000)
Percentage Change	6.3%	9.0%	(2.4%)	3.7%	(1.4%)
Average Yield to Maturity (365 Days)	0.992%	1.038%	1.079%	1.052%	1.069%
Increase/(Decrease) from Prior Period	(0.046%)	(0.041%)	0.027%	(0.017%)	0.021%

**PORTFOLIO ALLOCATIONS**

<b>By Security</b>	<b>Value (Par)</b>	<b>Percent</b>	<b>Par YTM</b>	<b>Time Horizon</b>	<b>Percent</b>
LAIF*	\$39,200,000	38.13%	0.552%	Next 12 months	52%
Certificates of Deposit	5,111,000	5.0%	1.089%	Months 13-24	21%
Medium Term Notes	12,500,000	12.2%	1.359%	Months 25-36	13%
Federal Agencies	46,000,000	44.7%	1.254%	Months 37-48	9%
<b>Total</b>	<b>\$102,811,000</b>	<b>100.0%</b>	<b>0.991%</b>	<b>Total</b>	<b>100.0%</b>

\*LAIF YTM as of May 31, 2016

**RECENT ACTIVITY**

<b>Security</b>	<b>Date of Activity</b>	<b>Maturity Date</b>	<b>Purchase (Par)</b>	<b>Maturing/Call</b>	<b>YTM</b>
MTN - 0.9% Coupon	12/4/2015	5/12/2017	1,000,000		0.770%
FHLMC - 1.3% Coupon	12/29/2015	6/29/2018	2,000,000		1.300%
FHLMC - 2% Coupon	12/30/2015	12/30/2020	2,000,000		2.000%
MTN - 1.25% Coupon	12/30/2015	2/8/2018	1,000,000		1.383%
MTN - 1.7% Coupon	12/30/2015	12/15/2019	1,000,000		1.861%
FHLMC - 2% Coupon	3/17/2016	10/9/2019	1,000,000		1.364%
FNMA - 1.5% Coupon	3/17/2016	10/30/2020	1,000,000		1.600%
TVA - 5.5% Coupon	5/27/2016	7/18/2017	2,000,000		0.780%
<b>Total Purchases</b>			<b>\$11,000,000</b>		<b>1.376%</b>
Matured: CD - 0.7% Coupon	2/29/2016	2/29/2016		245,000	0.700%
Matured: CD - 1.15% Coupon	3/21/2016	3/21/2016		245,000	1.150%
Called: FHLMC - 1.3% Coupon	3/29/2016	6/29/2018		2,000,000	1.300%
Matured: MTN - 2.95% Coupon	5/9/2016	5/9/2016		2,000,000	1.350%
Called: FNMA - 1.2% Coupon	5/27/2016	8/27/2018		2,000,000	1.208%
<b>Total Maturing/Calls</b>				<b>\$6,490,000</b>	<b>1.259%</b>

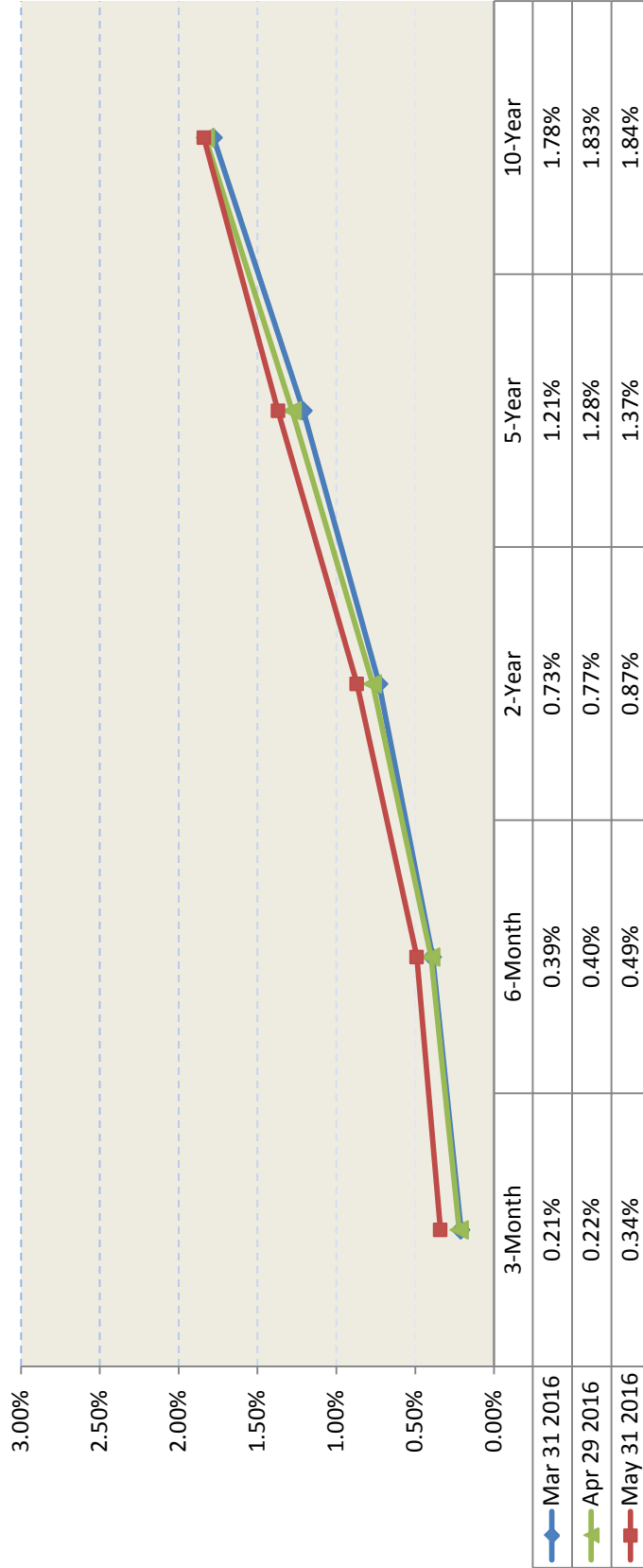
**City of Manhattan Beach  
Investment Portfolio Summary  
As of May 31, 2016**

PORTFOLIO FUNDS HELD IN TRUST	Value
Police/Fire Refund Delivery Cost	\$2
Marine Avenue	15,018
Metlox & Water/Wastewater Refunding	8
UUAD Assessment Funds	1,359,652
<b>Total Funds Held in Trust</b>	<b>\$1,374,681</b>

*As of May 31, 2016*

**US Treasuries Yield Curve**

[www.treas.gov](http://www.treas.gov)



**CITY OF MANHATTAN BEACH**  
**Portfolio Maturity Structure**  
*June 2016 through May 2021*

**HELD TO MATURITY**  
**Rolling 60 Months**

Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt	
Jun 16	6/6/16	1.2%	MTN	nc	\$1.0M	Jun 17	6/15/18	1.73%	MTN	MW: 10	\$1.0M	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						
							7/18/17	0.78%	TVA	nc	\$2.0M							
Aug 16	8/29/16	0.9%	CD	nc	\$0.2M	Aug 17	8/8/17	0.74%	FHLMC	nc	\$3.0M	Aug 18	8/1/19	1.79%	FHLMC	nc	\$2.0M	
							8/29/17	1.05%	CD	2/28/13	\$0.2M		8/26/19	1.67%	FFCB	8/26/16	\$1.0M	
							8/25/17	0.82%	FHLMC	nc	\$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	
							9/18/17	1.19%	FFCB	nc	\$2.0M		9/14/18	0.94%	FHLB	nc	\$1.0M	
							9/29/17	0.64%	FHLMC	nc	\$1.0M							
Oct 16	10/4/16	0.6%	FHLB	nc	\$2.0M	Oct 17	10/5/17	1.14%	MTN	12/21/12	\$1.0M	Oct 18	10/15/18	1.39%	TVA	nc	\$2.0M	
							10/15/17	1.35%	MTN	MW: 10	\$1.0M							
Nov 16	11/22/16	0.8%	CD	nc	\$0.2M	Nov 17	11/21/17	1.15%	CD	nc	\$0.2M	Nov 18	11/21/18	1.55%	FHLB	nc	\$1.0M	
Dec 16	12/15/16	1.3%	MTN	nc	\$0.5M	Dec 17	12/21/17	1.20%	CD	nc	\$0.2M	Dec 18	12/14/18	1.78%	FHLB	nc	\$1.0M	
							12/26/17	1.00%	CD	nc	\$0.2M							
							12/29/17	1.21%	FFCB	nc	\$2.0M							
							12/5/17	1.17%	MTN	MW: 7.5	\$1.0M							
Jan 17	1/5/17	2.1%	CD	nc	\$0.2M	Jan 18						Jan 19						
Feb 17	2/14/17	0.8%	CD	nc	\$0.2M	Feb 18	2/20/18	1.30%	CD	nc	\$0.2M	Feb 19	2/19/19	1.48%	FNMA	nc	\$1.0M	
							2/15/17	1.6%	CD	nc	\$0.2M		2/19/19	1.32%	FNMA	nc	\$2.0M	
							2/21/17	0.8%	CD	nc	\$0.2M							
Mar 17	3/28/17	0.8%	CD	nc	\$0.2M	Mar 18	3/28/18	1.00%	CD	nc	\$0.2M	Mar 19						
Apr 17	4/28/17	0.8%	CD	nc	\$0.2M	Apr 18	4/4/18	0.95%	CD	nc	\$0.2M	Apr 19						
							4/1/18	0.98%	TVA	nc	\$1.0M							
May 17	5/12/17	0.8%	MTN	nc	\$1.0M	May 18						May 19	5/15/19	1.54%	FFCB	nc	\$2.0M	
<b>Total By Year (excl LAIF)</b>					<b>\$14.44m</b>						<b>\$21.17m</b>						<b>\$13.00m</b>	
<b>% of Total Securities (excl LAIF)</b>					<b>23%</b>						<b>33%</b>						<b>20%</b>	
<b>% of Total Investments (incl LAIF)</b>					<b>52%</b>						<b>21%</b>						<b>13%</b>	

Total Securities	62%	\$63.6M
LAIF	38%	\$39.2M
<b>Total Investments</b>	<b>100%</b>	<b>\$102.8M</b>

Shaded rows indicate months with significant cash inflows.

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

As of May 31, 2016

Instrument	% of Total	Dollar Compliance		Percentage Compliance		Term Compliance	
		Limit	Compliant?	Limit	Compliant?	Limit	Compliant?
<b>Local Agency Investment Fund (LAIF)</b>	<b>38.1%</b>	<b>\$39,200,000</b>	<b>Yes</b>				
<b>Certificates of Deposit</b>							
Discover Bank (5649)	0.2%	\$245,000	Yes	5.0%	Yes	5 Years	Yes
First Merit Bank (13675)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
First Bank NC (15019)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
Flushing SB NY (16049)	0.2%	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)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
Boston Private Bank & Trust (24811)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
Pyramax Bank (29120)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
Third Fed Svgs Bk (30012)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
Washington Federal (30570)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
Goldman Sachs Bk (33124)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
Bank of NC (33527)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
State Bank of India NY (33682)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
GE Cap Financial Inc (GE Capital Bank - 33778)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
First Sentry Bank (34241)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
EverBank (34775)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
Bank of Holland (34862)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
Comenity Capital (57570)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
Marlin Business Bank (58267)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
USNY Bank (58541)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
Crossfirst Bank (58648)	0.2%	245,000	Yes	5.0%	Yes	5 Years	Yes
<b>Total Certificates of Deposit (21)</b>	<b>5.0%</b>	<b>\$5,111,000</b>	<b>Yes</b>	<b>20.0%</b>	<b>Yes</b>		
<b>Medium Term (Corporate) Notes</b>							
Costco	1.0%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
<b>Total Consumer Staples Sector</b>	<b>1.0%</b>	<b>\$1,000,000</b>	<b>Yes</b>	<b>10.0%</b>	<b>Yes</b>		
Berkshire Hathaway	1.0%	\$1,000,000	Yes	5.0%	Yes	5 Years	Yes
Wells Fargo & Co	0.5%	500,000	Yes	5.0%	Yes	5 Years	Yes
Toyota Motor Credit	1.0%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Union Bank	1.0%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
<b>Total Financial Sector</b>	<b>3.4%</b>	<b>\$3,500,000</b>	<b>Yes</b>	<b>10.0%</b>	<b>Yes</b>		
Chevron	1.0%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Exxon Mobil	1.0%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
<b>Total Energy Sector</b>	<b>1.9%</b>	<b>\$2,000,000</b>	<b>Yes</b>	<b>10.0%</b>	<b>Yes</b>		
Pfizer Inc	1.0%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
<b>Total Healthcare Sector</b>	<b>1.0%</b>	<b>\$1,000,000</b>	<b>Yes</b>	<b>10.0%</b>	<b>Yes</b>		
3M	1.0%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
<b>Total Materials Sector</b>	<b>1.0%</b>	<b>\$1,000,000</b>	<b>Yes</b>	<b>10.0%</b>	<b>Yes</b>		
Apple Inc	1.0%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Microsoft	1.0%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Oracle	1.0%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
IBM	1.0%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
<b>Total Technology Sector</b>	<b>3.9%</b>	<b>\$4,000,000</b>	<b>Yes</b>	<b>10.0%</b>	<b>Yes</b>		
<b>Total Medium Term Notes (13)</b>	<b>12.2%</b>	<b>\$12,500,000</b>	<b>Yes</b>	<b>20.0%</b>	<b>Yes</b>		
<b>Federal Agencies</b>							
Federal Home Loan Bank (FHLB)	9.7%	\$10,000,000	Yes	33.3%	Yes	5 Years	Yes
Federal Farm Credit (FFCB)	10.7%	11,000,000	Yes	33.3%	Yes	5 Years	Yes
Fannie Mae (FNMA)	9.7%	10,000,000	Yes	33.3%	Yes	5 Years	Yes
Freddie Mac (FHLMC)	9.7%	10,000,000	Yes	33.3%	Yes	5 Years	Yes
Tenn Valley Authority (TVA)	4.9%	5,000,000	Yes	33.3%	Yes	5 Years	Yes
<b>Total Federal Agencies (25)</b>	<b>44.7%</b>	<b>\$46,000,000</b>	<b>Yes</b>	<b>100.0%</b>	<b>Yes</b>	<b>5 Years</b>	<b>Yes</b>
<b>Total Portfolio</b>	<b>100.0%</b>	<b>\$102,811,000</b>					

**CITY OF MANHATTAN BEACH**  
**May 31, 2016**

<b><u>Investments</u></b>	<b>Book Value</b>
LAIF	\$39,200,000.00
Medium Term Notes	12,594,896.49
Federal Agency Issues-Coupon	46,335,311.19
Certificates of Deposit	5,111,000.00
<b>Subtotal Investments</b>	<b><u>\$103,241,207.68</u></b>
<b><u>Demand Deposit/Petty Cash</u></b>	
Cash in Bank	\$954,847.32
Petty Cash	2,434.10
<b>Subtotal Demand Deposit</b>	<b><u>\$957,281.42</u></b>
<b><u>Subtotal City Cash &amp; Investments</u></b>	<b><u>\$104,198,489.10</u></b>
<b><u>Bond Funds Held in Trust</u></b>	
Police Fire Refund Delivery Cost	2.03
Marine	15,017.74
Metlox & Water/Wastewater Refunding	8.49
Utility Assessment Dist	1,359,652.25
<b>Subtotal Bonds Held in Trust</b>	<b><u>\$1,374,680.51</u></b>
<b>Treasurer's Balance</b>	<b><u><u>\$105,573,169.61</u></u></b>



**JOHN CHIANG  
TREASURER  
STATE OF CALIFORNIA**



**PMIA Performance Report**

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
05/26/16	0.56	0.54	167
05/27/16	0.56	0.54	169
05/28/16	0.56	0.54	169
05/29/16	0.56	0.54	169
05/30/16	0.56	0.54	169
05/31/16	0.57	0.54	167
06/01/16	0.57	0.54	174
06/02/16	0.57	0.54	174
06/03/16	0.57	0.54	174
06/04/16	0.57	0.54	174
06/05/16	0.57	0.54	174
06/06/16	0.57	0.54	170
06/07/16	0.57	0.54	169
06/08/16	0.57	0.54	170

\*Daily yield does not reflect capital gains or losses

**LAIF Performance Report**

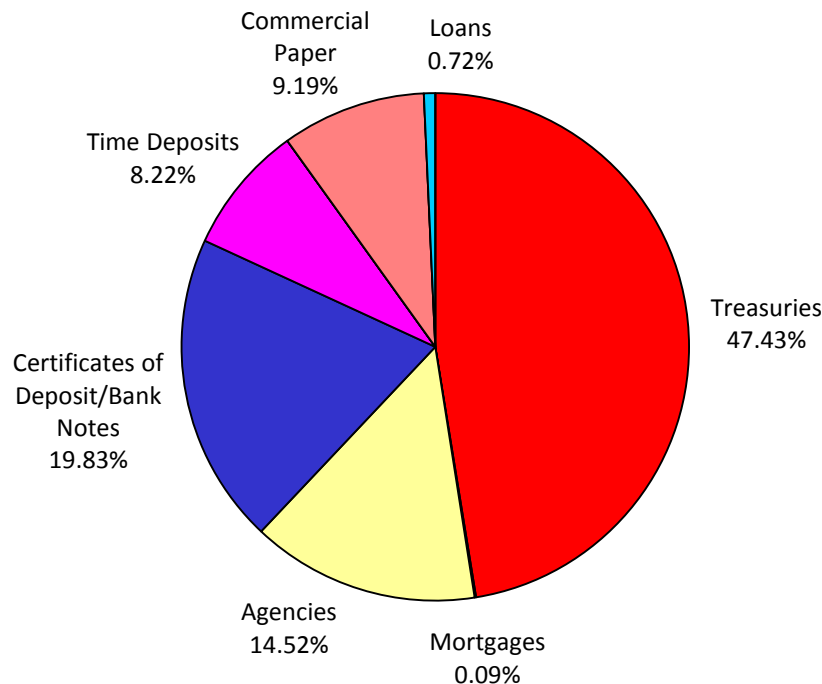
**Quarter Ending 03/31/16**

Apportionment Rate: 0.46%  
 Earnings Ratio: 0.00001268659292168  
 Fair Value Factor: 1.00022106  
 Daily: 0.51%  
 Quarter to Date: 0.47%  
 Average Life: 146

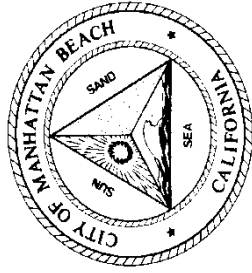
**PMIA Average Monthly Effective Yields**

**May 2016 0.552%**  
 APR 2016 0.525%  
 MAR 2016 0.506%

**Pooled Money Investment Account  
Portfolio Composition  
05/31/16  
\$70.1 billion**



# City of Manhattan Beach



Month End Report

May 2016

Fiscal Year 2015-2016



**City of Manhattan Beach**  
**Fiscal Year 2016 Statement of Revenues & Expenditures**  
**May 31, 2016**

% of Year  
**91.7%**

Fund Title	Fund No.	Current Year Activity						YTD Expenditures	YTD Expenditures	%
		Budgeted Revenue	YTD Revenues	% Realized	Budgeted Expenditures	YTD Expenditures	%			
General Fund	100	\$63,686,994	\$62,526,488	98.2%	\$67,166,124	\$58,639,415	87.3%			
Street Lighting & Landscaping Fund	201	397,180	369,187	93.0%	618,329	497,130	80.4%			
Gas Tax Fund	205	3,141,806	1,045,607	33.3%	4,965,767	248,462	5.0%			
Asset Forfeiture	210	7,300	47,101	645.2%	215,950	126,883	58.8%			
Police Safety Grants	211	101,200	115,888	114.5%	177,982	73,897	41.5%			
Federal & State Grants	220	-	-	n/a	-	-	n/a			
Prop A Fund	230	670,395	606,886	90.5%	1,002,028	869,489	86.8%			
Prop C Fund	231	18,107,201	1,023,282	5.7%	21,864,658	927,511	4.2%			
AB 2766 Fund	232	74,197	22,671	30.6%	190,869	191,054	100.1%			
Measure R	233	407,740	372,328	91.3%	510,000	30,255	5.9%			
Capital Improvements Fund	401	4,247,338	1,482,480	34.9%	11,586,225	1,973,118	17.0%			
Underground Assessment District Construction	403	1,200	1,521	126.8%	-	-	n/a			
Water Fund	501	16,063,977	13,760,145	85.7%	17,383,702	9,636,059	55.4%			
Storm Drain Fund	502	353,406	345,129	97.7%	2,414,521	859,211	35.6%			
Wastewater Fund	503	3,543,910	3,094,542	87.3%	4,356,118	1,614,993	37.1%			
Refuse Fund	510	4,190,074	3,876,974	92.5%	4,304,790	3,151,173	73.2%			
Parking Fund	520	2,503,797	2,272,958	90.8%	3,177,352	2,262,957	71.2%			
County Parking Lots Fund	521	809,000	657,788	81.3%	651,650	183,712	28.2%			
State Pier & Parking Lot Fund	522	617,274	554,882	89.9%	1,940,415	658,007	33.9%			
Insurance Reserve Fund	601	6,280,680	5,881,817	93.6%	6,244,606	5,948,556	95.3%			
Information Systems Reserve Fund	605	2,283,351	2,093,069	91.7%	3,131,590	2,063,697	65.9%			
Fleet Management Fund	610	2,447,895	2,249,065	91.9%	2,397,074	1,581,234	66.0%			
Building Maintenance & Operation Fund	615	1,781,814	1,424,533	79.9%	1,799,899	1,417,165	78.7%			
Special Assessment Debt Service	710	965,000	929,651	96.3%	950,038	949,942	100.0%			
City Pension Fund	801	171,900	9,565	5.6%	235,565	208,505	88.5%			
		<b>\$132,854,629</b>	<b>\$104,763,558</b>	<b>78.9%</b>	<b>\$157,285,252</b>	<b>\$94,112,425</b>	<b>59.8%</b>			

City of Manhattan Beach  
 Fiscal Year 2015-2016  
 Period 11 - May  
 General Fund Expenditures By Department

	Annual Budget	Current Month	YTD Expend.	YTD Encumb.	Available Budget	Percent Utilized*
11 Management Services	6,346,323	329,215	5,556,743	75,518	714,061	88.75
12 Finance	3,509,555	246,822	2,896,264	20,097	593,193	83.10
13 Human Resources	1,333,155	89,436	1,049,777	10,539	272,839	79.53
14 Parks and Recreation	7,871,214	490,951	6,335,072	43,226	1,492,915	81.03
15 Police	23,605,516	2,136,823	22,334,602	-	1,270,914	94.62
16 Fire	12,306,025	929,159	11,013,017	52,654	1,240,353	89.92
17 Community Development	5,104,803	421,466	3,757,041	221,994	1,125,769	77.95
18 Public Works	6,745,431	503,545	5,432,292	41,683	1,271,456	81.15
19 Information Technology	344,104	19,349	264,608	-	79,496	76.90
100 General Fund	67,166,124	5,166,766	58,639,415	465,713	8,060,996	88.00

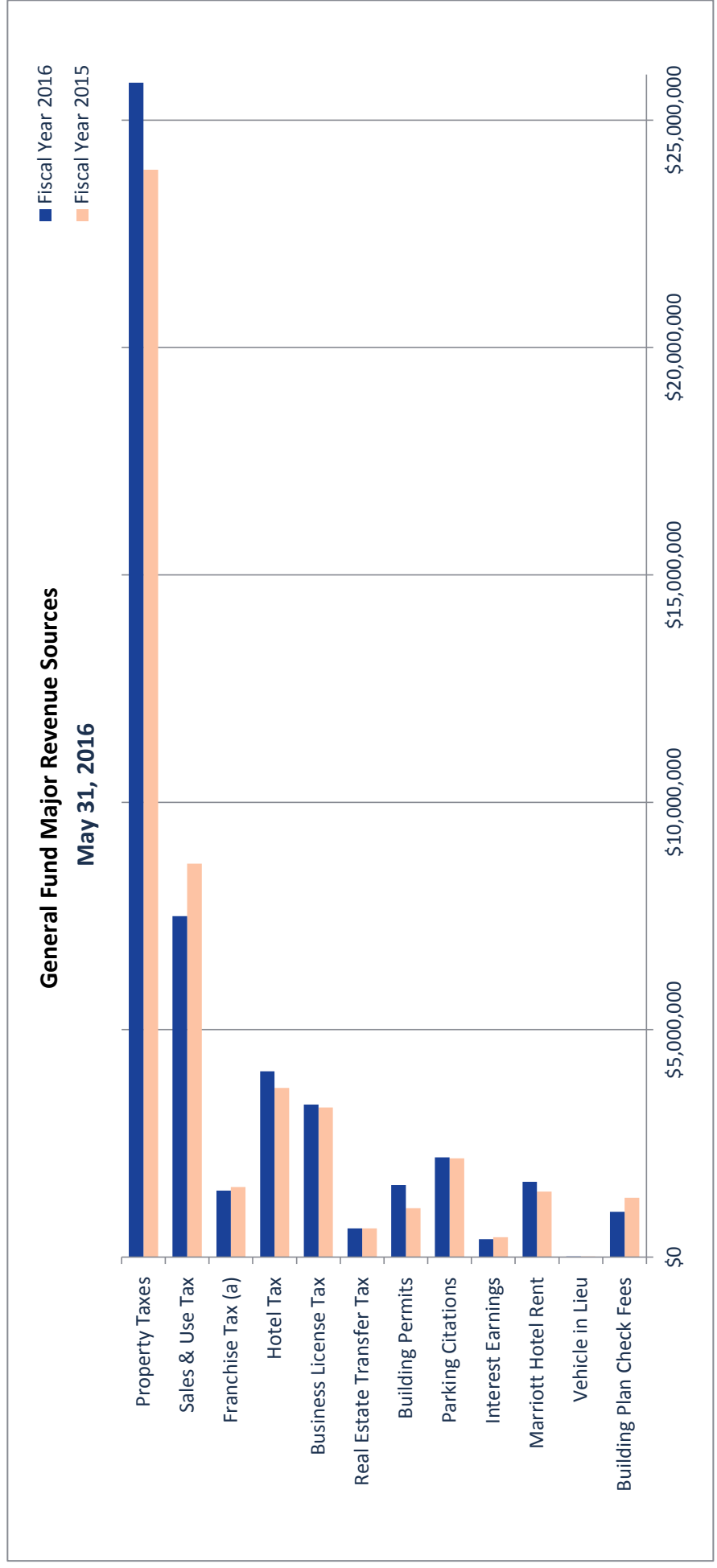
\*Percent Utilized includes YTD encumbrances.

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

**Percent of Year  
91.7%**

Major Revenue Accounts	Fund No.	Year-To-Date Actuals					FY 2016		
		2011	2012	2013	2014	2015	2016	Adj Budget	Realized
Property Taxes	100	18,962,770	19,083,224	21,145,631	22,863,471	23,910,038	25,821,776	25,948,000	99.51%
Sales & Use Tax	100	7,586,480	8,086,136	8,592,276	8,847,934	8,649,181	7,494,053	8,450,000	88.69%
Franchise Tax (a)	100	1,278,679	1,320,820	1,364,750	1,426,774	1,542,045	1,457,429	1,425,000	102.28%
Hotel Tax	100	2,522,825	2,500,070	2,999,612	3,323,767	3,715,484	4,085,152	4,130,900	98.89%
Business License Tax	100	2,771,195	2,782,763	3,040,262	3,031,957	3,287,287	3,349,455	3,165,000	105.83%
Real Estate Transfer Tax	100	365,631	455,057	533,620	545,400	626,258	631,887	775,000	81.53%
Building Permits	100	746,564	745,024	802,583	954,040	1,070,616	1,579,720	1,795,000	88.01%
Parking Citations	100	2,308,440	2,381,119	2,120,319	2,090,877	2,168,698	2,189,153	2,706,000	80.90%
Interest Earnings	100	585,274	564,426	575,202	489,265	438,823	389,909	516,350	75.51%
Marriott Hotel Rent	100	947,370	857,439	1,128,991	1,271,133	1,439,104	1,653,615	1,395,000	118.54%
Vehicle in Lieu	100	108,316	95,915	18,887	15,631	15,099	14,430	-	-
Building Plan Check Fees	100	732,152	892,856	936,880	1,208,118	1,303,590	991,746	1,629,000	60.88%
<b>Total Major Revenue Accounts</b>		<b>38,915,695</b>	<b>39,764,848</b>	<b>43,259,013</b>	<b>46,068,366</b>	<b>48,166,223</b>	<b>49,658,325</b>	<b>51,935,250</b>	<b>95.62%</b>
Over/(Under) Prior Year		849,153	3,494,164	2,809,353	2,097,857	1,492,102	3.10%		
Percent Change From Prior Year		2.18%	8.79%	6.49%	4.55%				

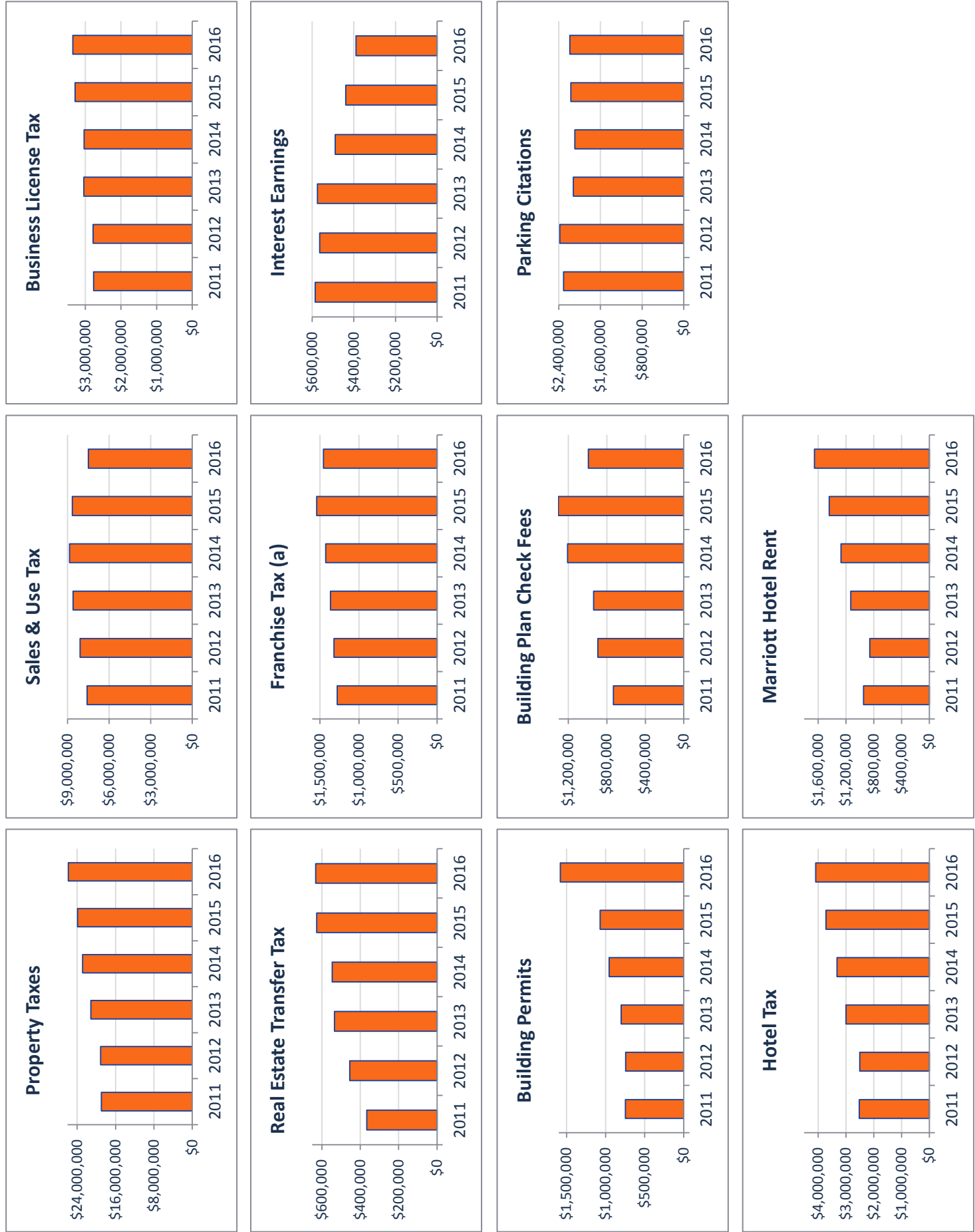
Other Revenues	10,702,594	10,944,311	10,644,535	11,509,088	12,083,646	12,868,163	11,751,744	109.50%
<b>Total General Fund Revenues</b>	<b>49,618,290</b>	<b>50,709,159</b>	<b>53,903,547</b>	<b>57,577,454</b>	<b>60,249,869</b>	<b>62,526,488</b>	<b>63,686,994</b>	<b>98.18%</b>



(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 May Year-Over-Year**

**Percent of Year  
91.7%**



(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:** 7/19/2016

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**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 Minutes of the following City Council Meeting:

a) City Council Regular Meeting Minutes of June 21, 2016

**CONTINUE TO THE AUGUST 2, 2016 CITY COUNCIL MEETING**

b) City Council Regular Meeting Minutes of July 5, 2016

**CONTINUE TO THE AUGUST 2, 2016 CITY COUNCIL MEETING**

c) City Council Adjourned Meeting - Closed Session Minutes of July 7, 2016

**APPROVE**

d) City Council Adjourned Meeting - Boards & Commissions Interviews Minutes of July 7, 2016

**APPROVE**

(City Clerk Tamura).

---

**RECOMMENDATION:**

This item contains minutes of the following City Council meetings:

Attachments:

1. City Council Regular Meeting Minutes of June 21, 2016

2. City Council Regular Meeting Minutes of July 5, 2016

3. City Council Adjourned Meeting - Closed Session Minutes of July 7, 2016

4. City Council Adjourned Meeting - Boards & Commissions Interviews Minutes of July 7, 2016



**THE MEETING MINUTES FOR JUNE 21, 2016  
HAVE BEEN CONTINUED TO THE AUGUST 2,  
2016 CITY COUNCIL REGULAR MEETING.**





**THE MEETING MINUTES FOR JULY 5, 2016  
HAVE BEEN CONTINUED TO THE AUGUST 2,  
2016 CITY COUNCIL REGULAR MEETING.**



# City of Manhattan Beach

1400 Highland Avenue  
Manhattan Beach, CA 90266



## Meeting Minutes - Draft

Thursday, July 7, 2016

2:00 PM

Boards and Commissions Interviews

City Council Chambers

## City Council Adjourned Regular Meeting

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

**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](http://www.citymb.info/city-officials/city-clerk/city-council-meetings-agendas-and-minutes)**

**A. CALL MEETING TO ORDER**

*At 2:00 PM, Mayor D'Errico called the meeting to order.*

**B. PLEDGE TO THE FLAG**

*Mayor D'Errico led the Pledge of Allegiance.*

**C. ROLL CALL**

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

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

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

**E. PUBLIC COMMENTS**

*None.*

## F. BOARDS AND COMMISSIONS INTERVIEWS

### Boards and Commissions Interviews for Vacant Parks and Recreation Seat No. 5 - Older Adult CONDUCT INTERVIEWS

*City Council discussed the details and process for the Boards and Commissions Interviews.*

*City Attorney Quinn Barrow responded to City Council questions.*

*City Council interviewed candidates in the following order:*

*Mary Morigaki*

*Sue Allard*

*Betsy Rubino*

*Robert Monzingo*

*At 2:55 PM City Council recessed and reconvened at 3:00 PM with all Councilmembers present, and resumed the following interviews.*

*Kenneth Weiner*

*Robert Reimert*

*City Council thanked all the participants for taking the time in applying and attending the interview for the Parks and Recreation Commission.*

## G. ADJOURNMENT

*At 3:18 PM Mayor D'Errico adjourned the meeting.*

---

**Martha Alvarez**  
Recording Secretary

---

**Tony D'Errico**  
Mayor

**ATTEST:**

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**Liza Tamura**  
City Clerk

# City of Manhattan Beach

1400 Highland Avenue  
Manhattan Beach, CA 90266



## Meeting Minutes - Draft

Thursday, July 7, 2016

1:30 PM

Closed Session

City Council Chambers

## City Council Adjourned Regular Meeting

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

**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](http://www.citymb.info/city-officials/city-clerk/city-council-meetings-agendas-and-minutes)**

**A. CALL MEETING TO ORDER**

*At 1:30 PM, Mayor D'Errico called the meeting to order.*

**B. ROLL CALL**

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

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

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

**D. PUBLIC COMMENTS**

*None.*

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

*At 1:31 PM, City Attorney Quinn Barrow announced the following Closed Session.*



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

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

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

**After the City Council certified an Environmental Impact Report and approved the Village Mall renovation project, the Sensible Citizens of Manhattan Beach filed two lawsuits to challenge the City Council's actions. Trial is scheduled for October 12, 2016.**

**F. RECESS INTO CLOSED SESSION**

*At 1:32 PM, Mayor D'Errico announced that City Council would recess into Closed Session.*

**G. RECONVENE INTO OPEN SESSION**

*At 1:56 PM, the City Council reconvened into Open Session.*

**H. CLOSED SESSION ANNOUNCEMENT IN OPEN SESSION**

*City Attorney Quinn Barrow announced that City Council discussed the items but no reportable action was taken.*

**I. ADJOURNMENT**

*At 1:58 PM Mayor D'Errico adjourned the meeting.*

---

**Martha Alvarez**  
**Recording Secretary**

---

**Tony D'Errico**  
**Mayor**

**ATTEST:**

---

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

**Agenda Date:** 7/19/2016

---

**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Bruce Moe, Finance Director

Steve S. Charelian, Revenue Services Manager

**SUBJECT:**

Adoption of Fiscal Year 2016-17 Through Fiscal Year 2018-2019 Citywide Cost Recovery Fees (Finance Director Moe).

a) **CONDUCT PUBLIC HEARING**

b) **ADOPT RESOLUTION NO. 16-0037**

---

**RECOMMENDATION:**

Staff recommends that City Council conduct a public hearing and adopt Resolution No. 16-0037 approving the fiscal year 2016-17 through 2018-19 Citywide Cost Recovery Fees.

**FISCAL IMPLICATIONS:**

Under current City cost recovery policies, staff estimates the updated rates will result in approximately \$60,000-\$550,000 of additional revenue. The amount of increased revenue is over a three year period: fiscal years 2016-17 through 2018-19.

It is important to note that the proposed fees represent the cost for services that are discretionary on the part of the user. To the extent the City does not fully recover its costs for these services, General Funds will subsidize the activity. Subsidies for services will reduce General Fund surpluses and correspondingly the Fund's ability to support activities such as long term capital improvements and pension stabilization efforts, as well as continued subsidies of the Storm Water and Street Lighting activities.

**BACKGROUND:**

*Note: This item was originally scheduled as a public hearing for the June 21, 2016 City Council meeting. At that time, Council requested that the item come back for further study and review prior to conducting the public hearing. The public hearing was rescheduled and noticed for July 19, 2016. The cost recovery fees were reviewed at the July 5, 2016 City Council meeting.*

The City conducted its last comprehensive cost allocation plan (CAP) and user fee study in 2015, which identified the costs associated with providing each non-tax supported service, and assigned the fully-burdened rate (i.e. direct labor costs, as well as indirect costs) of each City position involved in delivery of those services.

The purpose of the 2015 study was to identify areas where tax dollars may be subsidizing “personal choice” services, and to ensure the fees charged do not exceed the cost of providing the service since any excess may be considered a tax. Under State law, public agencies are entitled to recover the costs associated with providing certain services that are considered “personal choice.” The City conducts a comprehensive CAP and user fee study every four years as a municipal agency best practice.

A “personal choice” service is defined as a service where the customer is identifiable and the service is measurable. Examples of “personal choice” services include: building permits, block party permits, fire permits, alarm permits, and building plan checks. With limited ability to raise revenues, it is becoming increasingly important that the City fully recover its costs for services provided, where appropriate.

A “user fee” is a charge for service provided by a governmental agency to the public. Several laws such as Propositions 4, 13, 26 and 218 set parameters under which the user fees can be established and administered by local government. User fees charged by local agencies may not exceed the estimated reasonable cost of providing the service for which the fee is charged (any excess is then considered a tax subject to voter approval). Local governments have broad authority to implement user fees that reasonably recover the costs of their operations.

In July of 2014, the City contracted with the Matrix Consulting Group to update the Cost Allocation Plan (CAP) and conduct a Citywide User Fee Study (the City typically performs this review every 3-4 years) . The resulting fees were adopted by City Council in April 2015. During the adoption process, City Council referenced the new Memoranda of Understanding (MOU) for various labor groups that were under negotiations, and suggested that at the completion of the MOUs staff update cost recovery fees to include the adjustments to the new fully burdened hourly rates. In January 2016 the first year of the MOU adjustments were initiated. The adjustments for all the bargaining units during fiscal year 2016-17 through FY 2018-19 range from 2.0% to 3.75%. Staff is now presenting the updated user fees that include the MOUs which are effective from FY 2015-2016 through FY 2018-2019.

The Finance Subcommittee reviewed the proposed update of the Citywide cost recovery fees at their June 16, 2016 meeting.

**DISCUSSION:**

In March 2016 staff contracted with the Matrix Consulting Group to update user fees to incorporate scheduled personnel costs so that the fees would more fully reflect the full cost of providing services. Additionally, subsequent to adoption of the fees in 2015, staff identified under-recovery of plan check and some building permit fees with valuation points over \$300,000. As a result, during the Matrix update, staff requested a thorough review of the current Planning and Building Permit valuation tables to make certain all valuation points

were recovering accurately. Staff provided Matrix with updated time estimates, and added two additional valuation points to better reflect and recover actual costs for projects valued between \$3.5 and \$7.5 million, as well as projects valued at greater than \$7.5 million. The updated cost recovery fee schedule indicates full cost recovery for Plan Check and Building Permits (including inspections) at the higher valuation ranges.

At the completion of the study update, Matrix Consulting delivered a results memorandum (Attachment #2) for the Citywide cost recovery fee study update. It includes a table which identifies the negotiated MOU increases relating to personnel salaries and benefits for the various labor groups. The table outlines the percentage increase by bargaining unit for three years. The project team identified the bargaining unit for each classification within the City, and applied the corresponding percentage increase to salary and benefit costs to develop the corresponding fully burdened rates. Additionally, there is an updated cost recovery projection table for all services provided. The table is in attachment #2 which outlines the projected cost recovery by division and department based on MOU increases, time estimates and updated workload statistics.

Cost recovery fees are rounded to the nearest dollar. For example, if a permit cost is \$40.00 and the increase is 2% the total cost would be \$40.80 rounded to \$41.00. This is considered standard practice when updating a municipal agency's fee studies where a cost allocation plan was not concurrently updated to reflect overhead.

This update does not include any changes to the cost allocation plan adopted in 2015. The MOU increases were applied based on staffing assumption levels in FY 2014-15 and as such if certain positions transitioned from part-time to full-time or to different classifications, the relevant departmental and citywide overhead was not applied to those positions; in some cases these factors produced a base fee that may not have increased significantly.

During the 2015 study, specific fees were set by Council policy, State Law or by agreement and will not be adjusted by the MOU updates. Those fees are identified on the cost recovery fee schedules that reflect fees which the City Council has chosen to subsidize by policy. Other fees, variable service deposits, market driven rentals and fines include fees which are set and regulated by State Law, Agreement and Government Code/Statute or by the Courts will also not be adjusted.

**PUBLIC OUTREACH/INTEREST:**

On June 6, 2016 and June, 27 2016, the City notified the Building Industry Association of Southern California (BIA), The Gas Company and Southern California Edison (SCE) of the proposed fee adjustments to comply with California Government Code Section 66016. The Downtown Business Improvement District (BID), North Manhattan Beach BID and the MB Chamber of Commerce were all notified. In addition, staff emailed notification to over 250 Community Development members such as, contractors, builders, sub-contractors, architects etc.

This public hearing was properly noticed in the July 7, 2016 edition of the Beach Reporter.

**LEGAL REVIEW**

The City Attorney has reviewed the proposed adjustments, and the City has fully complied

with all applicable state law requirements in noticing the proposed adjustments and, if approved, adjusting the fees. The City Attorney has reviewed and approved as to form Resolution No. 16-0037.

Attachments:

1. Resolution No. 16-0037
2. Citywide Cost Recovery Fee Study Update Results Memorandum (Matrix Consulting)
3. Fiscal Years 2017-2019 Cost Recovery Fee Schedule (Attachment A)

**RESOLUTION NO. 16-0037**

**A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL AMENDING  
THE CITY'S COMPREHENSIVE FEE SCHEDULE TO INCREASE  
CERTAIN FEES AND CHARGES FOR SERVICES PROVIDED  
BY THE CITY OF MANHATTAN BEACH**

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

SECTION 1. The City of Manhattan Beach ("City") is empowered to impose reasonable fees, rates, and charges for municipal services. California Government Code Sections 66000 et seq. authorize the City to adopt fees for municipal services, provided such fees do not exceed the cost to the City for providing the services. Periodically, the City Council determines that fees, rates, and charges should cover the costs reasonably borne or a substantial portion of the actual costs of the goods and services provided by the City.

SECTION 2. The City has conducted an extensive analysis of its services, the costs reasonably borne by the City in providing its services, the beneficiaries of such services, and the revenues produced by those paying fees and charges for such services. The City retained an independent consultant, Matrix Consulting Group ("Matrix"), to conduct the analysis of the City's services and related costs. Matrix collected data and interviewed City personnel as part of that analysis. City departments have reviewed the fee schedule and made certain recommendations. Matrix completed a Full Cost Allocation Plan dated March 3, 2015 and a Cost of Services (User Fee) Study Final Report dated March 10, 2015.

Subsequently, Matrix and staff performed an analysis as to the additional city costs: due to (1) employee salary increases approved as part of Memoranda of Understanding adopted for fiscal year 2016-17 through 2018-2019; and (2) the actual costs of services provided by the City in checking plans and processing building permit applications for projects valued at greater than \$300,000 in the valuation formula set forth in the Uniform Building Code (collectively "Studies"). The Studies are on file with the City Finance Department and are incorporated by this reference. The Studies set forth a mechanism to ensure that fees adopted by the City do not exceed the reasonable estimated cost for providing the services for which the fees are charged.

SECTION 3. The adoption of this Resolution approves and sets forth a procedure for increasing reasonable costs for the purpose of meeting increased operating expenses of City departments and is, therefore, exempt from the California Environmental Quality Act (Public Resources Code Sections 21080 et seq.) pursuant to Public Resources Code Section 21080(b)(8)(A).

SECTION 4. After conducting a duly noticed meeting on July 5, 2016, a public hearing on July 19, 2016, and satisfying all applicable provisions of California Government Code Sections 66016 and 66018, the City Council hereby determines that the fees, rates, and charges should cover the costs reasonably borne or a substantial portion of the actual costs of the services provided by the City and that certain fees, rates, and charges identified on Attachment A (“Proposed Cost Recovery Fee Schedule – MOU Update/Proposed Scaled Plan Check & Building Permit W/Inspection”), do not cover the actual costs under the current fee schedules Attachment A is hereby incorporated by this reference.

SECTION 5. Based upon the foregoing, the City Council hereby adjusts and increases the fees, rates, and charges for the items identified in Attachment A. The City Council hereby finds that such fees, rates and charges will not exceed the cost to the City of providing the service to which such fees apply. The fees adopted hereunder are based upon the actual cost to the City of providing the service or facility for which the fee is charged. Calculation of the fees is based upon the Studies conducted by Matrix.

SECTION 6. Any restatement in Attachment A of existing rates and amounts for previously imposed taxes, fees, and charges is for the purpose of administrative convenience and is not intended, and shall not be construed, as the imposition, extension, or increase of any such tax, fee, or charge.

SECTION 7. The City Manager shall have the authority to interpret the provisions of this Resolution and Attachment A for purposes of resolving ambiguities.

SECTION 8. All adjusted fees other than development fees shall be effective August 19, 2016. Any increase in development related fees listed on Attachment A shall take effect September 19, 2016.

SECTION 9. The City Clerk is hereby directed to insert the new fees in the User Fee Table.

SECTION 10. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED July 19, 2016.

Ayes:  
Noes:  
Absent:  
Abstain:



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Mayor Tony D'Errico  
City of Manhattan Beach

ATTEST:

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Liza Tamura, City Clerk



201 San Antonio Circle, Suite 148  
Mountain View, CA 94040  
v.650.858.0507 f.650.917.2310

June 3, 2016

**To: Bruce Moe, Finance Director  
Marisa Lundstedt, Community Development Director**

**From: Courtney Ramos, Manager, Matrix Consulting Group**

**SUBJECT: CITYWIDE FEE STUDY UPDATE RESULTS**

The City of Manhattan Beach completed its previous Cost Allocation Plan & Citywide User Fee Study in 2010, and contracted with the Matrix Consulting Group to prepare an updated plan to ensure that it reflects current services and costs. The following memo provides a brief overview of the differences between the City's previous plan and the current plan, including: costs allocated, allocation methodology, and potential cost recoveries.

## **1. BACKGROUND**

In July of 2014, the City of Manhattan Beach contracted with the Matrix Consulting Group to update their Cost Allocation Plan and conduct a Citywide User Fee study. These studies were completed and presented for adoption to Council in April 2015. Since the Council adoption of these studies new MOU's have been adopted, which affect the cost drivers associated with the User Fee study.

The City reached out to the Matrix Consulting Group in March of 2016 to update the Citywide User Fee study and incorporate updated personnel costs, so that Citywide fees would better reflect the full cost of providing services. Additionally, during this update, the City also requested that time estimates associated with valuation based Building Permits and Plan Check fees be adjusted to better reflect the services being provided.

The following sections provide an overview of the methodology used to update the Citywide Fee Schedule, and projected revenue impacts.

## **2. METHDOLOGY**

The following subsections outline the updates to the various components of the user fee study.

**(2.1) MOU Updates**

In 2016 the City of Manhattan Beach negotiated MOU increases relating to personnel salaries and benefits for six bargaining units. The table on the following page outlines the percentage increase by bargaining unit for three years.

Bargaining Unit	FY 2016	FY 2017	FY 2018
MISC	2.00%	2.23%	3.00%
PSWN	2.00%	2.00%	2.85%
FIRE	2.00%	2.00%	2.75%
PMA	3.75%	3.75%	0.00%
MCNF	2.00%	2.23%	3.00%
MCSW	2.00%	2.23%	3.00%

The project team identified the bargaining unit for each classification within the City, and applied the corresponding percentage increase to FY 15 salary and benefit costs to develop new fully burdened rates for FY 16. The FY 17 percentage increases were then applied to the new FY 16 rates to develop fully burdened rates for FY 17, and so forth. The percentage increases were not applied to indirect costs (departmental and citywide overhead).

**(2.2) Time Estimate Updates (Plan Check and Building Permits)**

In addition to cost increases, the City requested that time estimates for valuation based Building permit (includes inspections) and plan check fees be reviewed and revised. The Building division provided updated time estimates, and revised the fee structure to better reflect the services being provided by the City. The following table shows by valuation range, the previous fee study time estimates, and the proposed time estimates.

Project Value Sliding Scale Category	Plan Check		Building Permits	
	Previous Fee Study Hours	Current Hours	Previous Fee Study Hours	Current Hours
<b>Project Valuation - \$500.00 to \$2,000</b>				
First \$500	0.50	0.50	0.50	0.50
Each Additional \$100 or fraction thereof				
<b>Project Valuation - \$2,001 to \$25,000</b>				
First \$2,000	1.50	1.50	2.00	2.00
Each Additional \$1,000 or fraction thereof				
<b>Project Valuation - \$25,001 to \$50,000</b>				
First \$25,000	5.00	4.50	6.75	6.75
Each Additional \$1,000 or fraction thereof				
<b>Project Valuation \$50,001 to \$100,000</b>				
First \$50,000	11.00	10.00	11.75	12.00
Each Additional \$1,000 or fraction thereof				
<b>Project Valuation \$100,001 to \$500,000</b>				
First \$100,000	14.00	13.50	22.00	21.00
Each Additional \$1,000 or fraction thereof				

**CITY OF MANHATTAN BEACH, CA**  
**Results of the Citywide Fee Study Update**

Project Value Sliding Scale Category	Plan Check		Building Permits	
	Previous Fee Study Hours	Current Hours	Previous Fee Study Hours	Current Hours
<b>Project Valuation \$500,001 to \$1,500,000</b>				
First \$500,000	18.00	34.00	54.00	51.00
Each Additional \$1,000 or fraction thereof				
<b>Project Valuation - \$1,500,001 to \$3,500,000</b>				
First \$1,500,000	24.50	83.00	124.00	125.00
Each Additional \$1,000 or fraction thereof				
<b>Project Valuation - \$3,500,001 to \$7,500,000</b>				
First \$3,500,000		162.00		280.00
Each Additional \$1,000 or fraction thereof				
<b>Project Valuation - \$7,500,000 and Over</b>				
First \$7,500,000		263.00		412.00
Each Additional \$1,000 or fraction thereof				

As shown in the table above, time estimates were altered for both Plan Check and Building Permits, which include Inspection services. For some ranges, there were no changes to estimates, while in others there were either increases or decreases. Additionally, the Department elected to add two additional valuation ranges for projects valued between \$3.5 and \$7.5 million, as well as projects valued at greater than \$7.5 million.

**(2.3) Workload / Volume Updates**

In order to provide revenue projections, the project team utilized FY 14-15 workload statistics. However, where there was significant variation in workload between the previous year (FY 14-15) and the current year (FY15-16), City staff provided updated workload statistics to ensure more realistic revenue projections.

**3. UPDATED COST RECOVERY PROJECTIONS (ALL SERVICES)**

The following table outlines the projected cost recovery by division / department based on MOU increases, time estimate changes, and updated workload statistics.

Department	Estimated Current Revenue	FY 16-17 Revenue	FY 17-18 Revenue	FY 18-19 Revenue
City Clerk	\$2,217	\$2,143	\$2,171	\$2,209
Finance	\$29,586	\$29,782	\$30,196	\$30,769
Parks & Recreation	\$57,310	\$58,014	\$58,769	\$59,822
Police	\$11,640	\$11,808	\$11,970	\$12,043
Technical Support Services	\$12,349	\$12,533	\$12,630	\$12,749
Community Affairs	\$68,624	\$67,996	\$68,273	\$68,653
Parking	\$70,452	\$71,160	\$72,002	\$73,168
Animal Services	\$67,026	\$66,949	\$67,653	\$68,621

**CITY OF MANHATTAN BEACH, CA**  
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Department	Estimated Current Revenue	FY 16-17 Revenue	FY 17-18 Revenue	FY 18-19 Revenue
Fire	\$671,574	\$678,355	\$685,649	\$695,869
Planning	\$416,675	\$421,265	\$426,493	\$433,642
Building Valuation - Plan Check	\$1,074,006	\$1,573,467	\$1,595,158	\$1,625,144
Building Valuation - Permit	\$1,741,418	\$1,787,572	\$1,808,729	\$1,839,115
Building - Flat	\$237,889	\$240,750	\$243,673	\$247,696
Traffic Engineering	\$37,058	\$37,424	\$37,843	\$38,423
Public Works	\$1,570	\$1,574	\$1,584	\$1,599
Civil Engineering	\$97,833	\$99,026	\$100,350	\$102,171
Maintenance	\$4,525	\$4,603	\$4,679	\$4,784
Utilities	\$182,072	\$182,962	\$184,296	\$186,132
<b>TOTAL</b>	<b>\$4,783,824</b>	<b>\$5,347,382</b>	<b>\$5,412,119</b>	<b>\$5,502,609</b>

As the table above shows, the City's projected cost recovery is expected to increase significantly between FY 15 and FY 16, which is primarily due to the changes in time estimates associated with valuation based Building Permits (includes inspections) and Plan Check fees.

**PROPOSED COST RECOVERY FEE SCHEDULE - MOU UPDATE**  
**Attachment - A (Reso. 16-0037)**

New Ref #	Category	Description	Current Fee	FY16-17 Fee	FY17-18 Fee	FY18-19 Fee	Est. Annual Volume
<b>City Clerk</b>							
11-031-1	<b>Initiative Petition Processing</b>	A formal notice of intent to circulate an initiative petition for a municipal measure. [California Election Code Section - 9202(b)]	\$ 200	\$ 200	\$ 200	\$ 200	1
11-031-2	<b>Candidate Processing</b>	Process a candidate for office in the City not to exceed \$25. [California Election Code Section - 10228]	\$	\$	\$	\$	10
11-031-3		Making a copy of a City document upon request	\$ 25	\$ 25	\$ 25	\$ 25	24
11-031-4	<b>Reproduction Service</b>	Per Copy	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	5
11-031-6		Certified Copy	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	250
11-031-7	<b>Copy Service</b>	Tape / CD / DVD / PDF	\$ 7	\$ 7	\$ 7	\$ 7	0
11-031-7		New Electronic File	\$ 7	\$ 7	\$ 7	\$ 7	1
11-031-8	<b>Lobbyist Registration</b>	Process registration for lobbyist.	\$ 13	\$ 13	\$ 14	\$ 14	
<b>Finance</b>							
12-031-1	<b>Return Check &amp; Insufficient Funds Fee</b>	Re-processing of checks or other payments due to insufficient funds.	\$ 51	\$ 51	\$ 52	\$ 53	180
12-031-2		Review an application for a motion picture or still photography, which encroaches on the public right-of way.	\$ 466	\$ 473	\$ 479	\$ 489	30
12-031-3	<b>Film Permits - Application</b>	Motion Picture	\$	\$	\$	\$	20
12-032-1		Still Photography	\$ 170	\$ 172	\$ 175	\$ 178	500
12-032-1	<b>Business License Identification Decal</b>	Issue a decal when a business license requires the use of a vehicle on request.	\$ 4	\$ 4	\$ 4	\$ 4	12
12-032-2		Providing a list of current or new businesses or animal licenses on request.	\$ 38	\$ 38	\$ 39	\$ 40	30
12-032-3	<b>License Listing Request</b>	Existing	\$ 19	\$ 19	\$ 19	\$ 20	
12-032-3		New	\$ 19	\$ 19	\$ 19	\$ 20	
<b>Parks &amp; Recreation</b>							
14-01	<b>Banner Installation</b>	Hanging a banner across the public right-of-way at the request of a private party.	\$ 290	\$ 293	\$ 296	\$ 300	0
14-02		Sepulveda Blvd.	\$ 268	\$ 271	\$ 273	\$ 277	70
14-03	<b>Special Events Permit</b>	All Other	\$ 771	\$ 782	\$ 793	\$ 809	50
14-03		Processing a request for a new special event by a private group within the City.	\$	\$	\$	\$	
<b>Police</b>							
15-1	<b>Amplified Sound Permit</b>	Reviewing a Request to use amplified sound in a non-commercial area.	\$ 217	\$ 221	\$ 226	\$ 227	35
15-2	<b>Bingo Permit</b>	Review an application for a Bingo Permit for a City Organization to be valid for up to one year.	\$ 137	\$ 140	\$ 144	\$ 144	0
15-3		Review of a request to sell firearms within the City	\$ 963	\$ 978	\$ 994	\$ 1,012	0
15-4	<b>Retail Firearm Permit</b>	New	\$	\$	\$	\$	1
15-4		Renewal	\$ 222	\$ 226	\$ 231	\$ 234	
15-5	<b>Block Party Permit</b>	Review an application for a block party. (policy)	\$	\$	\$	\$	
15-5		Review an application for a weapons discharge permit within the City.	\$ 50	\$ 50	\$ 50	\$ 50	65
15-6	<b>Weapons Discharge Permit</b>	Review an application for a weapons discharge permit within the City.	\$ 573	\$ 584	\$ 595	\$ 601	1

COUNCIL POLICY

**PROPOSED COST RECOVERY FEE SCHEDULE - MOU UPDATE**  
**Attachment - A (Reso. 16-0037)**

New Ref #	Category	Description	Current Fee	FY16-17 Fee	FY17-18 Fee	FY18-19 Fee	Est. Annual Volume
<b>Technical Support Services</b>							
15-041-1	Fingerprint Card / Live Scan	Fingerprint a person on a card or process a live scan fingerprint. This is the City's charge in addition to any DOJ fees.	\$ 19	\$ 19	\$ 19	\$ 19	200
15-041-2	Digital Reproduction	Providing a Police audio recording upon request.	\$ 56	\$ 57	\$ 57	\$ 58	40
15-041-3		Video	\$ 127	\$ 128	\$ 129	\$ 131	40
15-041-4	Police Record Clearance Letter	Research and prepare clearance letter for individuals requesting the service.	\$ 42	\$ 42	\$ 43	\$ 43	20
15-041-5	Police Photos - Film & Digital	Providing copies of police photographs on request.	\$ 5.10	\$ 5.15	\$ 5.20	\$ 5.27	30
15-041-6		Providing copies of police photographs on a CD upon request.	\$ 8	\$ 9	\$ 9	\$ 9	4
<b>Technical Support Services Cont.,</b>							
15-041-7	Data Research and Release	Research and compilation of data in police records upon request.	\$ 102	\$ 103	\$ 104	\$ 105	2
15-041-8	Special Business - DOJ Check	Processing an individual who is involved in the operation of certain special businesses, which involves checking that individual against the DOJ's records.	\$ 870	\$ 882	\$ 895	\$ 913	0
15-041-9	Police Reports	Producing a copy of a police report upon request.	\$ 25	\$ 26	\$ 26	\$ 26	0
<b>Community Affairs</b>							
15-051-1	Alarm System Permit	Registration of new property alarms within the City.	\$ 54	\$ 54	\$ 54	\$ 55	250
15-051-2		Annual renewal of Alarm System Permits already registered within the City.	\$ 25	\$ 25	\$ 25	\$ 25	2200
15-051-3	Alarm School	An as-needed class providing education and information associated with registration of alarm permits within the City.	\$ 62	\$ 63	\$ 63	\$ 64	2
<b>Jail Operations</b>							
15-071-1	Booking Fee	Process an individual under arrest for booking.	\$ 250	\$ 252	\$ 255	\$ 259	0
<b>Parking</b>							
15-081-1	Impound Vehicle Release	Collection and release from the Lot of vehicles impounded by the City.	\$ 114	\$ 115	\$ 116	\$ 118	518
15-081-2		Collection and release in the field of vehicles impounded by the City.	\$ 46	\$ 46	\$ 47	\$ 47	0
15-081-3	Vehicle Inspection / Correction	Inspect and sign-off correction required citations.	\$ 25	\$ 25	\$ 26	\$ 26	120
15-081-4	Boot Removal	Fee for removal of a parking boot, placed on vehicles due to non-payment of 5 or more city issued parking citations.	\$ 105	\$ 106	\$ 108	\$ 109	80
15-081-5	Handicap Violation Waiver - Admin Fee	Processing of handicap violation waiver.	\$ 25	\$ 25	\$ 26	\$ 26	0

**PROPOSED COST RECOVERY FEE SCHEDULE - MOU UPDATE**  
**Attachment - A (Reso. 16-0037)**

New Ref #	Category	Description	Current Fee	FY16-17 Fee	FY17-18 Fee	FY18-19 Fee	Est. Annual Volume
<b>Animal Services</b>							
15-091-1	<b>Animal Relinquishment</b>	Pick up of dead animals for relinquishment on request.	\$ 103	\$ 104	\$ 105	\$ 107	2
15-091-2		Pick up of live animals for relinquishment on request.	\$ 206	\$ 208	\$ 210	\$ 213	2
15-091-4	<b>Animal Pickup</b>	Picking up an animal upon request that has been trapped.	\$ 38	\$ 38	\$ 38	\$ 39	75
15-091-5	<b>Animal Quarantine Inspection</b>	Inspection of a home and re-checks when an animal is required to be quarantined.	\$ 258	\$ 260	\$ 263	\$ 267	1
15-091-6	<b>Dog Licenses</b>	Control and licensing of animals within the City Limits. - 50% discount for seniors 60+ with income under \$12,000. - No Charge for handicapped, disabled or seeing eye dogs. - Late Penalty of 20% per month not to exceed 100%.	\$ 20	\$ 20	\$ 20	\$ 20	2650
15-091-7		All Others	\$ 50	\$ 50	\$ 51	\$ 52	200
15-091-8		Duplicate Tag	\$ 4	\$ 4	\$ 4	\$ 4	75
<b>Fire</b>							
16-1	<b>Fire Code Annual Permit</b>	Review, issue and inspect a reoccurring annual Fire Department permit under Section 105 of the Uniform Fire Code.	\$ 214	\$ 217	\$ 219	\$ 223	50
16-2	<b>Fire Code Permit</b>	Issue a fire code permit for a facility or event involving a minor review and inspection under Section 105 of the Uniform Fire Code.	\$ 267	\$ 271	\$ 274	\$ 279	220
16-3		Major Event	\$ 455	\$ 461	\$ 467	\$ 476	6
16-4	<b>Fire Inspection - Special</b>	Provide a special fire inspection of a facility or event. **Per hour	\$ 214	\$ 217	\$ 219	\$ 223	20
16-5	<b>Annual Fire Code Permit Soundstage</b>	Issue a fire code permit for a soundstage involving a major review and inspection. **Per year	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	15
16-6	<b>Fire Code Permit Re-Inspection</b>	<b>Issuing a fire code permit, which requires a re-inspection.</b> **Per hour	\$ 214	\$ 217	\$ 219	\$ 223	10
16-7	<b>High Rise Structure - Annual Inspection</b>	Annual review of a high-rise structure to ensure that it complies with code requirements.	\$ 748	\$ 758	\$ 768	\$ 782	0
16-8	<b>Annual Business Fire Inspection</b>	0-2,000 SF	\$ 265	\$ 268	\$ 271	\$ 276	1040
16-9		2,000-10,000 SF	\$ 387	\$ 392	\$ 397	\$ 404	105
16-10		10,000+ SF	\$ 794	\$ 804	\$ 814	\$ 828	55
16-11		Complex Building	ACTUAL COST				0
16-12	<b>State Mandated Fire Inspection</b>	Day Care	\$ 214	\$ 217	\$ 219	\$ 223	20
16-13		1-8 Children	\$ 214	\$ 217	\$ 219	\$ 223	10
16-14		9+ Children	\$ 214	\$ 217	\$ 219	\$ 223	20

AGREEMENT



**PROPOSED COST RECOVERY FEE SCHEDULE - MOU UPDATE**  
**Attachment - A (Reso. 16-0037)**

New Ref #	Category	Description	Current Fee	FY16-17 Fee	FY17-18 Fee	FY18-19 Fee	Est. Annual Volume
16-15	<b>Residential Fire Sprinkler</b>	Review a plan and inspect a residential fire sprinkler system for conformity with fire code requirements.	\$ 158	\$ 159	\$ 161	\$ 164	150
16-16		Inspection	\$ 211	\$ 214	\$ 216	\$ 220	150
16-17		Plan Check	\$ 277	\$ 280	\$ 283	\$ 288	50
16-18	<b>Commercial Fire Sprinkler</b>	Inspection:					
16-19		1-50 heads	\$ 264	\$ 268	\$ 271	\$ 276	12
16-20		51-100 heads	\$ 478	\$ 484	\$ 491	\$ 499	25
16-21		101+ heads	\$ 692	\$ 701	\$ 710	\$ 723	13
16-22	<b>Fire Alarm System</b>	Plan Check	\$ 211	\$ 214	\$ 216	\$ 220	50
16-23		Inspection:					
16-24		0-2,000 SF	\$ 211	\$ 214	\$ 216	\$ 220	44
16-25		2,000-10,000 SF	\$ 318	\$ 322	\$ 326	\$ 332	4
16-26	<b>Fire Protection System</b>	10,000+ SF	\$ 532	\$ 538	\$ 545	\$ 555	2
16-27		Plan Check	\$ 264	\$ 268	\$ 271	\$ 276	10
16-28	<b>Solar System</b>	Inspection	\$ 425	\$ 430	\$ 436	\$ 443	10
17-020-1		Plan Check	\$ 50	\$ 50	\$ 50	\$ 50	0
17-020-2	<b>Use Permit</b>	Inspection	\$ 50	\$ 50	\$ 50	\$ 50	0
17-020-3		Use Permit	\$ 6,137	\$ 6,207	\$ 6,287	\$ 6,396	4
17-020-4	<b>Planned Development</b>	Master	\$ 9,468	\$ 9,578	\$ 9,703	\$ 9,875	0
17-020-5		Amendment	\$ 4,915	\$ 4,972	\$ 5,037	\$ 5,126	0
17-020-6	<b>Planned Development</b>	Conversion	\$ 4,512	\$ 4,564	\$ 4,623	\$ 4,704	0
17-020-7		Commercial	\$ 8,957	\$ 9,061	\$ 9,179	\$ 9,342	0
17-020-8	<b>Planned Development</b>	Residential	\$ 5,988	\$ 6,058	\$ 6,136	\$ 6,244	0
17-020-9		Sr. Citizen Residential	\$ 5,988	\$ 6,058	\$ 6,136	\$ 6,244	0

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**PROPOSED COST RECOVERY FEE SCHEDULE - MOU UPDATE**  
**Attachment - A (Reso. 16-0037)**

New Ref #	Category	Description	Current Fee	FY16-17 Fee	FY17-18 Fee	FY18-19 Fee	Est. Annual Volume
<b>Planning Cont.,</b>							
17-020-8	<b>Coastal Development Permit</b>	Review an application for a coastal development that involves a public hearing in an appealable area or an administrative permit, or a request to transfer an ownership of a coastal development permit.	\$ 1,274	\$ 1,287	\$ 1,303	\$ 1,324	29
17-020-9		Administrative	\$ 4,673	\$ 4,727	\$ 4,787	\$ 4,871	3
17-020-10		Hearing	\$ 2,061	\$ 2,083	\$ 2,108	\$ 2,142	6
17-020-11		Hearing w / another discretionary application Transfer	\$ 159	\$ 160	\$ 162	\$ 165	0
17-020-12	<b>Variance</b>	Review an application for a variance from the terms of the Zoning Code.	\$ 5,934	\$ 6,001	\$ 6,078	\$ 6,184	2
17-020-13	<b>Minor Exception</b>	Review a proposed minor exception from the terms of the Zoning Code.	\$ 1,418	\$ 1,434	\$ 1,452	\$ 1,477	5
17-020-14		Without Notice W / Notice or 3,000+ sq. ft.	\$ 1,908	\$ 1,929	\$ 1,952	\$ 1,985	25
17-020-15	<b>Sign Exception</b>	Review a proposed sign exception from the terms of the Zoning Code.	\$ 3,917	\$ 3,962	\$ 4,012	\$ 4,082	0
17-020-16	<b>Environmental Assessment Neg Dec</b>	Reviewing circumstances and preparing an initial study and declaring whether or not a proposed project will have an adverse impact on the environment in accordance with CEQA requirements (Same as Negative Declaration Review).	\$ 3,006	\$ 3,040	\$ 3,079	\$ 3,133	2
17-020-17	<b>Tentative Parcel Map Review</b>	Reviewing a tentative parcel (4 or fewer lots / units) map to identify any special conditions and determine extent to which it complies with appropriate code and State Subdivision Map Act Requirements.	\$ 1,276	\$ 1,291	\$ 1,309	\$ 1,333	5
17-020-18		Administrative	\$ 3,470	\$ 3,511	\$ 3,557	\$ 3,622	2
17-020-19		Hearing	\$ 1,343	\$ 1,359	\$ 1,377	\$ 1,402	5
17-020-20	<b>Tentative Tract Map Review</b>	Reviewing a tentative tract map (more than 4 lots or units) to identify any special conditions and determine extent to which it complies with appropriate code and State Subdivision Map Act Requirements.	\$ 3,960	\$ 4,007	\$ 4,060	\$ 4,134	0
17-020-21		Hearing w / another discretionary application	\$ 1,278	\$ 1,294	\$ 1,313	\$ 1,338	0
17-020-22	<b>Lot Line Adjustment</b>	Reviewing the proposed change to the property boundary into fewer lots and issuing a certificate of compliance.	\$ 1,106	\$ 1,119	\$ 1,133	\$ 1,153	2
17-020-23	<b>Certificate of Compliance</b>	Review of records in order to determine compliance with the Subdivision Map Act.	\$ 1,586	\$ 1,604	\$ 1,625	\$ 1,653	0
17-020-24	<b>Development Permit Amendment</b>	Review an application for amending a Use Permit, Variance, Development Agreement, Residential, Commercial, or Senior Citizen Residential Planned Development.	\$ 4,747	\$ 4,801	\$ 4,864	\$ 4,949	2
17-020-25	<b>Telecomm. Antenna Permit</b>	New	\$ 2,635	\$ 2,665	\$ 2,699	\$ 2,746	6
17-020-26		Review an application for a Telecommunications Antenna Permit in order to ensure that it conforms to code requirements.	\$ 2,987	\$ 3,022	\$ 3,063	\$ 3,118	0
17-020-27		New in Public R-O-W Amendment	\$ 1,125	\$ 1,138	\$ 1,152	\$ 1,172	2
17-020-28		Amendment in Public R-O-W	\$ 1,301	\$ 1,317	\$ 1,334	\$ 1,358	0
17-020-29	<b>Small Day Care Center Permit</b>	Review of a small day care center to ensure that it complies with code requirements.	\$ 316	\$ 320	\$ 323	\$ 329	1
17-020-30	<b>Large Family Day Care Home Permit</b>	Review an application for a permit for a large family day care home to ensure that it complies with code requirements, as well as inspecting the site.	\$ 1,176	\$ 1,189	\$ 1,204	\$ 1,225	0

**PROPOSED COST RECOVERY FEE SCHEDULE - MOU UPDATE**  
**Attachment - A (Reso. 16-0037)**

New Ref #	Category	Description	Current Fee	FY16-17 Fee	FY17-18 Fee	FY18-19 Fee	Est. Annual Volume
<b>Planning Cont.,</b>							
17-020-31	<b>Group Entertainment Permit</b>	Review an initial application for Class I (on-going) permit or a Class II (one-occasion) which allows for entertainment either incidental with the business being conducted or for which admission is being charged.	\$ 582	\$ 589	\$ 597	\$ 607	0
17-020-32		Class I	\$ 635	\$ 643	\$ 652	\$ 662	0
17-020-33		Class II	\$ 406	\$ 412	\$ 418	\$ 424	6
17-020-34	<b>Alcohol License Public Determination</b>	Review an application for renewing an ongoing Class I Group Entertainment Permit.	\$ 1,753	\$ 1,773	\$ 1,796	\$ 1,828	0
17-020-35		Review of a public determination of convenience and necessity of a proposed alcohol license	\$ 104	\$ 107	\$ 110	\$ 110	3
17-020-36	<b>Alcohol / Live Music</b>	Add-on to specific development permits regarding alcohol and live music.	\$ 384	\$ 388	\$ 393	\$ 399	0
17-020-37		Review an application for an owner of bodywork (massage) business for compliance with City codes and standards.	\$ 334	\$ 338	\$ 341	\$ 346	0
17-020-38		Review an application to change a business location for a bodywork operation.	\$ 334	\$ 338	\$ 341	\$ 346	0
17-020-39	<b>Bodywork (Massage)</b>	Review documentation of a bodywork (massage) application which is associated with another special type of business and meets certain criteria.	\$ 334	\$ 338	\$ 341	\$ 346	2
17-020-40		Exemption	\$ 313	\$ 317	\$ 320	\$ 325	64
17-020-41		Single Tenant	\$ 471	\$ 476	\$ 481	\$ 489	26
17-020-42		Multi Tenant	\$ 124	\$ 125	\$ 127	\$ 129	15
17-020-43	<b>Sign Permit</b>	Review an application for a temporary sign for conformity with code requirements.	\$ 219	\$ 221	\$ 223	\$ 227	25
17-020-44		**Performance Bond also required.	\$ 219	\$ 221	\$ 223	\$ 227	25
17-020-45	<b>Sign Program</b>	Administrative review of an application for a sign program for conformity with code requirements.	\$ 768	\$ 775	\$ 785	\$ 797	2
17-020-46		Review an application for a temporary use permit.	\$ 756	\$ 765	\$ 775	\$ 787	5
17-020-47	<b>Temporary Use Permit</b>	Review an application for a home occupation business use for conformity with zoning regulations.	\$ 63	\$ 64	\$ 64	\$ 65	85
17-020-48		Processing an applications for a R-O-W permit to trim trees.	\$ 63	\$ 64	\$ 64	\$ 65	5
17-020-49	<b>Home Occupation Permit</b>	Review an application for cultural landmark designation for a specific building or parcel at the request of the property owner.	\$ 2,556	\$ 2,584	\$ 2,616	\$ 2,661	10
17-020-50		Review an application for a R-O-W permit to trim trees.	\$ 2,556	\$ 2,584	\$ 2,616	\$ 2,661	10

**PROPOSED COST RECOVERY FEE SCHEDULE - MOU UPDATE**  
**Attachment - A (Reso. 16-0037)**

New Ref #	Category	Description	Current Fee	FY16-17 Fee	FY17-18 Fee	FY18-19 Fee	Est. Annual Volume
<b>Planning Cont.,</b>							
17-020-48		Process an appeal to the Planning Commission of an administrative decision.	\$ 500	\$ 500	\$ 500	\$ 500	1
17-020-49		Appeal an administrative decision to the City Council.	\$ 500	\$ 500	\$ 500	\$ 500	0
17-020-50	<b>Appeals</b>	Appeal of a Park & Public Improvement Commission decision to the City Council.	\$ 500	\$ 500	\$ 500	\$ 500	2
17-020-51		Appeal to CC - PPIC (Traffic)	\$ 500	\$ 500	\$ 500	\$ 500	0
17-020-52		Process an appeal to the City Council of a Planning Commission decision.	\$ 500	\$ 500	\$ 500	\$ 500	0
17-020-53	<b>Public Hearing Notice</b>	Sending public hearing notices to surrounding neighbors of a proposed development, as required under the terms of the Zoning Code.	\$ 69	\$ 70	\$ 70	\$ 72	28
17-020-54		Review of a request by the applicant to continue the review of a development application to a future meeting prior to the meeting.	\$ 442	\$ 447	\$ 453	\$ 460	4
17-020-55	<b>Continuance</b>	Extra Meeting	\$ 2,773	\$ 2,805	\$ 2,842	\$ 2,892	0
17-020-56		Review administratively a request for an extension of time to complete a planning entitlement.	\$ 313	\$ 317	\$ 321	\$ 327	2
17-020-57	<b>Time Extension Plan Review</b>	Review an application for a time extension for completing a planning entitlement based upon the discretion of the Planning Commission.	\$ 2,239	\$ 2,265	\$ 2,294	\$ 2,334	0
17-020-58	<b>Encroachment Permit</b>	Review a permit for a right-of-way (permanent) encroachment.	\$ 1,554	\$ 1,573	\$ 1,594	\$ 1,624	35
17-020-59		Review a permit for transfer, revision, or minor permanent encroachment.	\$ 728	\$ 736	\$ 745	\$ 758	30
17-020-60	<b>City Fence Agreement</b>	Review of a proposed non-standard fence which abuts the public right-of-way	\$ 304	\$ 308	\$ 312	\$ 319	3
17-020-61		Dead / Dying Tree	\$ 308	\$ 311	\$ 315	\$ 320	9
17-020-62	<b>Tree Permit - Private Property</b>	Remove, replace, or protect a tree on private property under the terms of the Tree Ordinance.	\$ 261	\$ 264	\$ 267	\$ 271	9
17-020-63		Protection	\$ 344	\$ 346	\$ 349	\$ 352	12
17-020-66	<b>New / Change Building Address Process</b>	Processing a request to number or re-number a building lot.	\$ 328	\$ 331	\$ 335	\$ 339	15
17-020-67		Minor	\$ 867	\$ 876	\$ 886	\$ 899	15
17-020-68	<b>Planning Extra Plan Check</b>	An hourly fee for plan checks over the standard number of plan checks within the Planning Dept.	\$ 145	\$ 147	\$ 149	\$ 151	0
17-020-69	<b>Document Recording</b>	Recording of documents with the County, per page.	\$ 9	\$ 9	\$ 9	\$ 9	0
17-020-70	<b>Zoning Business Review</b>	Review of a new business for conformance with Zoning Codes.	\$ 66	\$ 66	\$ 67	\$ 68	85
17-020-71	<b>Outdoor Display Permit</b>	Review an application to issue a permit for an outdoor display of merchandise in order to ensure conformity with code requirements.	\$ 154	\$ 156	\$ 158	\$ 160	10
17-020-72	<b>Temporary Encroachment Permit</b>	Review an application to issue a permit for a sidewalk dining permit in order to ensure conformity with code requirements.	\$ 272	\$ 275	\$ 278	\$ 283	2
17-020-73	<b>Zoning Report</b>	Providing written report on the zoning regulations for a particular property.	\$ 516	\$ 521	\$ 527	\$ 535	5

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**PROPOSED COST RECOVERY FEE SCHEDULE - MOU UPDATE**  
**Attachment - A (Reso. 16-0037)**

New Ref #	Category	Description	Current Fee	FY16-17 Fee	FY17-18 Fee	FY18-19 Fee	Est. Annual Volume
<b>Planning Cont.,</b>							
17-020-74	Zoning Code Interpretation	Reviewing a request for an interpretation of the Municipal Code regarding zoning and issuing a Report on it.	\$ 444	\$ 449	\$ 455	\$ 463	2
17-020-75	Final Parcel Map Review	Reviewing final parcel map to determine extent to which it complies with appropriate code requirements. **Map Copy Deposit of \$500	\$ 513	\$ 520	\$ 528	\$ 539	10
<b>Building</b>							
17-030-17	Plan Check / Inspection - Landscape & Irrigation	Review an application for landscape and irrigation to conform to code requirements.	\$ 572	\$ 578	\$ 585	\$ 595	10
17-030-18		SFR 0 - 7,500 Sq. Ft.	\$ 1,079	\$ 1,091	\$ 1,104	\$ 1,122	15
17-030-19	Building Extra Plan Check	Plan Checks over the standard number of plan checks within the Bldg Dept.	\$ 51	\$ 51	\$ 52	\$ 53	0
17-030-20		Hourly Rate	\$ 142	\$ 144	\$ 146	\$ 149	0
17-030-21	Re-inspection / Extra Inspection	Request for a reinspection or extra inspection over the standard number of inspections of a building site. (1 hr minimum)	\$ 34	\$ 34	\$ 34	\$ 35	0
17-030-22		Hourly Rate	\$ 120	\$ 121	\$ 123	\$ 125	0
17-030-23	Bldg After Hours Inspection	Inspection requested after hours or on a weekend. (4 hr min.)	\$ 513	\$ 519	\$ 525	\$ 535	0
17-030-24		Each Addl. Hour	\$ 120	\$ 121	\$ 123	\$ 125	0
17-030-25	Special Request Inspection	Special investigations during normal working hours for extraordinary site review or for which a permit is not needed.	\$ 34	\$ 34	\$ 34	\$ 35	0
17-030-26		Hourly Rate	\$ 114	\$ 115	\$ 117	\$ 119	0
17-030-27	Construction Operation After Hours	Reviewing an application for construction operation for work done after hours.	\$ 179	\$ 181	\$ 183	\$ 186	5
17-030-28	Building Demolition	Plan review and inspection of a building demolition to ensure compliance with City Codes.	\$ 523	\$ 529	\$ 535	\$ 544	50
17-030-29		Ea. Addl. Corner (per corner)	\$ 65	\$ 66	\$ 66	\$ 67	5
17-030-30	Moving a Building	Review an application for moving a building within the City.	\$ 3,204	\$ 3,245	\$ 3,290	\$ 3,353	0
17-030-31	Sewer Cap	Inspecting the capping of a sewer line to ensure compliance with City Codes.	\$ 40	\$ 40	\$ 41	\$ 42	50
17-030-32	Water Service Determination	Processing a water service determination request.	\$ 101	\$ 102	\$ 103	\$ 105	30
17-030-33	Construction Site Sign Production	Processing and production of contractor information signs for construction sites.	\$ 25	\$ 26	\$ 26	\$ 26	100
17-030-34		Per Sign	\$ 30	\$ 30	\$ 30	\$ 30	0
17-030-35	Deputy Inspector Certification	Reviewing a request for a deputy inspector certification.	\$ 34	\$ 34	\$ 34	\$ 35	15
17-030-36	Building Permit Transfer	Transfer the ownership of a building permit.	\$ 51	\$ 51	\$ 52	\$ 53	10
17-030-37	Restamping of Approved Plans	Restamping of plans which were approved and stamped, but which were lost by the owner.	\$ 152	\$ 153	\$ 155	\$ 158	5

**PROPOSED COST RECOVERY FEE SCHEDULE - MOU UPDATE**  
**Attachment - A (Reso. 16-0037)**

New Ref #	Category	Description	Current Fee	FY16-17 Fee	FY17-18 Fee	FY18-19 Fee	Est. Annual Volume
<b>Building Cont.,</b>							
17-030-38	Residential Bldg Records Report	Provide a building records report on an address.	\$ 297	\$ 301	\$ 304	\$ 309	450
17-030-39		Duplicate	\$ 51	\$ 51	\$ 52	\$ 53	40
17-030-40		Certificate - Residential	\$ 729	\$ 738	\$ 748	\$ 761	30
17-030-41	Temporary Certificate of Occupancy	Review and approve a temporary certificate of occupancy to allow for occupancy before the final certificate is issued.	\$ 1,689	\$ 1,709	\$ 1,730	\$ 1,760	10
17-030-42		Extension	\$ 227	\$ 230	\$ 233	\$ 237	2
17-030-43	Board of Building Appeals	Processing an appeal or a pending Administrative Decision to the Board of Building Appeals.	\$ 465	\$ 471	\$ 479	\$ 488	0
17-030-47	Garage Sale Permit	Review an application for a garage and yard sale permit. The municipal code allows 3 permits per household per year.	\$ 8	\$ 8	\$ 8	\$ 8	0
17-030-48	Comm Dev Refund Processing	Processing a refund of a Community Development fee due to the actions of the applicant.	\$ 88	\$ 89	\$ 90	\$ 92	50
17-030-49		Base Fee	\$ 34	\$ 34	\$ 34	\$ 35	0
17-030-50		Per Sheet Smaller than 11x17	\$ 2.00	\$ 2	\$ 2	\$ 2	0
17-030-51	Comm. Dev. Record Retention	Retaining a permanent copy on microfiche of records in Community Development.	\$ 3.00	\$ 3	\$ 3	\$ 3	0
17-030-52		CD	\$ 51	\$ 51	\$ 52	\$ 53	0
17-030-54		Data Extraction:	\$ 65	\$ 66	\$ 66	\$ 67	0
<b>Traffic Engineering</b>							
17-050-1	Parking / Traffic Review	Review of parking / traffic conditions for development permits, including environmental assessment and amendment to development permits.	\$ 1,101	\$ 1,114	\$ 1,129	\$ 1,149	20
17-050-2		Env. Assessment / Amendment to Dev. Permits	\$ 680	\$ 689	\$ 698	\$ 711	10
17-050-3	Parking - Temporary for Construction	Temporary parking per vehicle for construction purposes (monthly) or moving vans and may be issued in advance up to 3 months and renewed thereafter.	\$ 78	\$ 78	\$ 79	\$ 80	6
17-050-4	Parking - Temporary Construction Loading Zone	Temporary parking for construction purposes, where no parking spaces are available.					10
17-050-5	Parking Request	Administrative Review of a parking-related issue, such as a request for a red zone or disabled parking space.	\$ 337	\$ 339	\$ 342	\$ 346	12
17-050-6	Traffic Request	Administrative Review of a limited scale traffic-related issue, such as a request for installation of a crosswalk or traffic calming measure.	\$ 100	\$ 100	\$ 100	\$ 100	12
17-050-7	Stop Sign Request (2nd Request)	Processing a request to install a stop sign following initial denial / approval.	\$ 500	\$ 500	\$ 500	\$ 500	2
17-050-8	Appeal to PPIC	Appeal an administrative decision to the Parking & Public Improvement Commission.	\$ 500	\$ 500	\$ 500	\$ 500	2
17-050-9		Encroachment	\$ 500	\$ 500	\$ 500	\$ 500	0

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**PROPOSED COST RECOVERY FEE SCHEDULE - MOU UPDATE**  
**Attachment - A (Reso. 16-0037)**

New Ref #	Category	Description	Current Fee	FY16-17 Fee	FY17-18 Fee	FY18-19 Fee	Est. Annual Volume
<b>Public Works</b>							
18-011-1	<b>Barricade Rental</b>	Assist residents with the daily rental of barricades without and with flasher, 8ft. In length, delineators, 18 inch cones and temporary no parking cardboard signs for block parties. This permit includes two 8' Street Closure Barricades.	\$ 25	\$ 25	\$ 26	\$ 26	25
18-011-2		Assist residents with the daily rental of delineators, 18 inch cones and temporary no parking cardboard signs for moving purposes. *Includes the price of the delineators and signs.	\$ 30	\$ 30	\$ 30	\$ 30	12
18-011-3		Moving Package - Deluxe	\$ 45	\$ 45	\$ 45	\$ 45	13
<b>Civil Engineering</b>							
18-021-1	<b>Final Tract Map Review</b>	Reviewing the final tract map to determine extent to which it complies with appropriate code requirements. **Map Copy Deposit of \$500	\$ 710	\$ 720	\$ 732	\$ 748	3
18-021-2		Review a request for a new or relocated utility pole.	\$ 1,993	\$ 2,019	\$ 2,050	\$ 2,091	10
18-021-3		Review a request for a new or relocated utility pole requiring PPIC review.	\$ 2,487	\$ 2,521	\$ 2,560	\$ 2,614	0
18-021-4	<b>Right-Of-Way Permits</b>	<b>Excavation Permit:</b> Inspection of any utility-based excavation in the public right-of-way.	\$ 221	\$ 223	\$ 226	\$ 231	47
18-021-5		Inspection of any utility-based excavation in the public right-of-way.	\$ 376	\$ 381	\$ 386	\$ 393	50
18-021-6		**Performance bond also required.	\$ 481	\$ 487	\$ 494	\$ 503	25
18-021-7	<b>Temporary Encroachment:</b>	Per l.f. over 25	\$ 1.85	\$ 1.88	\$ 1.90	\$ 1.90	0
18-021-8		Utility - 100+l.f.	\$ 620	\$ 628	\$ 637	\$ 650	4
18-021-9		Per l.f. over 100	\$ 1.85	\$ 1.88	\$ 1.90	\$ 1.94	0
18-021-10	<b>Right-Of-Way Permits</b>	Permit	\$ 239	\$ 241	\$ 244	\$ 247	91
18-021-11		If lane closure required	\$ 886	\$ 898	\$ 912	\$ 931	10
18-021-12	<b>Traffic Control Plan</b>	Plan Review	\$ 580	\$ 588	\$ 598	\$ 612	0
18-021-13		Inspection*	\$ 209	\$ 212	\$ 216	\$ 220	0
18-021-14	<b>Sandblasting Permit</b>	Review a permit for sandblasting in order to ensure conformity with code requirements. Inspect site if deemed necessary.	\$ 108	\$ 110	\$ 111	\$ 113	9
18-021-15	<b>Wide / Oversize Vehicle Review</b>	To review the plans for moving a wide / oversize vehicle through the city. **Set by State Law.	\$ 16	\$ 16	\$ 16	\$ 16	0



**PROPOSED COST RECOVERY FEE SCHEDULE - MOU UPDATE**  
**Attachment - A (Reso. 16-0037)**

New Ref #	Category	Description	Current Fee	FY16-17 Fee	FY17-18 Fee	FY18-19 Fee	Est. Annual Volume
<b>Civil Engineering Cont.,</b>							
18-021-16	Vehicle Sidewalk or Walk Street	Issue a permit to a resident to operate a vehicle on the sidewalk or walk street. **Performance bond also required.	\$ 326	\$ 330	\$ 334	\$ 340	0
18-021-17	Blueprint / Map Reproduction	Provide a copy of a blueprint or a map. Including research and retrieval of documents.	\$ 5	\$ 5	\$ 5	\$ 5	100
18-021-18	GIS Printout	Processing a request for a copy of a GIS printout. *Material costs not included.	\$ 21	\$ 21	\$ 21	\$ 21	0
18-021-19			\$ 58	\$ 58	\$ 58	\$ 58	0
<b>Maintenance</b>							
18-032-1	Tree Removal Permit	**Per tree deposit of \$150	\$ 201	\$ 203	\$ 206	\$ 210	0
18-032-2	News Rack Permit	Issue and review a permit for a news rack.	\$ 160	\$ 162	\$ 165	\$ 169	10
18-032-3			\$ 45	\$ 46	\$ 47	\$ 48	65
<b>Utilities</b>							
18-1	Commercial SUSMP Review	Review of a commercial stormwater mitigation plan for compliance with national and local stormwater standards.	\$ 736	\$ 747	\$ 759	\$ 776	5
18-2	Temporary Water Meter Rental	Install or move a temporary 3" fire hydrant meter at a construction site.	\$ 93	\$ 94	\$ 95	\$ 97	10
18-3			\$ 74	\$ 75	\$ 76	\$ 77	5
18-4	Water Meter Test	Field or bench calibration of a water meter upon a request by a resident or business.	\$ 242	\$ 244	\$ 247	\$ 250	0
18-5			\$ 316	\$ 319	\$ 322	\$ 327	0
18-6	Water Service Turn-On	Turning on water service after water service has been turned off to a residence or business for contractor to work on water system or for non-payment of water bill. **\$15 collection for payment in the field. ***5% Penalty on unpaid water bills (per Reso. 5726).	\$ 46	\$ 46	\$ 47	\$ 47	490
18-7			\$ 211	\$ 213	\$ 215	\$ 218	30
18-8	Water Meter Installation	Installation of new water meter upon request **Material costs not included	\$ 68	\$ 69	\$ 70	\$ 71	100
18-9			\$ 118	\$ 119	\$ 120	\$ 122	0
18-10							0
18-11	F.O.G. & Clean Bay Restaurant Inspections	Annual inspection of kitchen equipment/fixtures and Best Management Practices for compliance with stormwater and wastewater regulation compliance.	\$ 197	\$ 198	\$ 199	\$ 200	130
18-12	Clean Bay Restaurant Inspection for Stormwater Permit Compliance	Annual inspection of kitchen equipment / fixtures and best management practices for compliance with stormwater regulation compliance. **Plus additional County Fees	\$ 108	\$ 108	\$ 108	\$ 109	1
18-13	Waste Management Plan	Review & processing of the plan and weight tickets for any demolition or remodel over \$100,000 in value for its waste management impact.	\$ 202	\$ 202	\$ 203	\$ 204	177
18-14			\$ 246	\$ 247	\$ 249	\$ 252	325



**PROPOSED SCALED PLAN CHECK & BUILDING PERMIT W/INSPECTION  
Attachment - A (Reso. 16-0037)**

Category	Plan Check			Building Permit w/Inspection			Est. Annual Volume	
	Current Fee	FY16-17 Fee	FY17-18 Fee	FY18-19 Fee	Current Fee	FY16-17 Fee		FY17-18 Fee
<b>Project Valuation Sliding Scale</b>								
Project Valuation - \$1.00 to \$500.00	\$ 67.80	\$ 70.56	\$ 71.54	\$ 72.88	\$ 52.99	\$ 54.45	\$ 55.10	\$ 56.02
Project Valuation - \$500.00 to \$2,000								
First \$500	\$ 67.80	\$ 70.56	\$ 71.54	\$ 72.88	\$ 52.99	\$ 54.45	\$ 55.10	\$ 56.02
Each Additional \$100 or fraction thereof	\$ 9.04	\$ 9.41	\$ 9.54	\$ 9.72	\$ 10.60	\$ 10.89	\$ 11.02	\$ 11.20
<b>Project Valuation - \$2,001 to \$25,000</b>								
First \$2,000	\$ 203.39	\$ 211.69	\$ 214.61	\$ 218.64	\$ 211.94	\$ 217.81	\$ 220.38	\$ 224.09
Each Additional \$1,000 or fraction thereof	\$ 20.63	\$ 18.41	\$ 18.66	\$ 19.01	\$ 21.89	\$ 22.49	\$ 22.76	\$ 23.14
<b>Project Valuation - \$25,001 to \$50,000</b>								
First \$25,000	\$ 677.95	\$ 635.08	\$ 643.83	\$ 655.93	\$ 715.31	\$ 735.09	\$ 743.79	\$ 756.29
Each Additional \$1,000 or fraction thereof	\$ 32.54	\$ 31.05	\$ 31.48	\$ 32.07	\$ 21.19	\$ 22.87	\$ 23.14	\$ 23.53
<b>Project Valuation \$50,001 to \$100,000</b>								
First \$50,000	\$ 1,491.50	\$ 1,411.28	\$ 1,430.73	\$ 1,457.63	\$ 1,245.16	\$ 1,306.83	\$ 1,322.30	\$ 1,344.51
Each Additional \$1,000 or fraction thereof	\$ 8.14	\$ 9.88	\$ 10.02	\$ 10.20	\$ 21.72	\$ 19.60	\$ 19.83	\$ 20.17
<b>Project Valuation \$100,001 to \$500,000</b>								
First \$100,000	\$ 1,898.27	\$ 1,905.23	\$ 1,931.49	\$ 1,967.80	\$ 2,331.36	\$ 2,286.96	\$ 2,314.02	\$ 2,352.90
Each Additional \$1,000 or fraction thereof	\$ 1.36	\$ 7.23	\$ 7.33	\$ 7.47	\$ 8.48	\$ 8.17	\$ 8.26	\$ 8.40
<b>Project Valuation \$500,001 to \$1,500,000</b>								
First \$500,000	\$ 2,440.63	\$ 4,798.35	\$ 4,864.50	\$ 4,955.94	\$ 5,722.44	\$ 5,554.04	\$ 5,619.77	\$ 5,714.19
Each Additional \$1,000 or fraction thereof	\$ 0.88	\$ 6.92	\$ 7.01	\$ 7.14	\$ 7.42	\$ 8.06	\$ 8.15	\$ 8.29
<b>Project Valuation - \$1,500,001 to \$3,500,000</b>								
First \$1,500,000	\$ 3,321.97	\$ 11,713.61	\$ 11,875.09	\$ 12,098.32	\$ 13,140.42	\$ 13,612.84	\$ 13,773.96	\$ 14,005.36
Each Additional \$1,000 or fraction thereof	\$ 0.44	\$ 5.57	\$ 5.65	\$ 5.76	\$ 3.71	\$ 8.44	\$ 8.54	\$ 8.68
<b>Project Valuation - \$3,500,001 to \$7,500,000</b>								
First \$3,500,000	\$ 4,203.31	\$ 22,862.71	\$ 23,177.89	\$ 23,613.59	\$ 20,558.40	\$ 30,492.76	\$ 30,853.66	\$ 31,372.00
Each Additional \$1,000 or fraction thereof	\$ 0.44	\$ 3.56	\$ 3.61	\$ 3.68	\$ 5.00	\$ 3.59	\$ 3.64	\$ 3.70
<b>Project Valuation - \$7,500,000 and Over</b>								
First \$7,500,000	\$ 5,965.98	\$ 37,116.62	\$ 37,628.31	\$ 38,335.64	\$ 40,558.40	\$ 44,867.92	\$ 45,398.96	\$ 46,161.65
Each Additional \$1,000 or fraction thereof	\$ 0.44	\$ 2.35	\$ 2.38	\$ 2.43	\$ 5.00	\$ 2.37	\$ 2.40	\$ 2.44



**Agenda Date:** 7/19/2016

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Bruce Moe, Finance Director  
Henry Mitzner, Controller

**SUBJECT:**

Adoption of Annual Storm Water Service Fee for Fiscal Year 2016-2017 (Finance Director Moe).

**a) CONDUCT PUBLIC HEARING**

**b) ADOPT RESOLUTION NO. 16-0025**

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**RECOMMENDATION:**

Staff recommends that the City Council conduct a public hearing on the annual storm water service fee for fiscal year 2016-2017, and adopt Resolution No. 16-0025.

**FISCAL IMPLICATIONS:**

The storm water fee currently generates approximately \$345,000 annually. As indicated in the adopted 2016-2017 budget, a General Fund subsidy of \$745,967 will be required to fund operations of \$890,267 and capital improvements of \$210,000.

Under present conditions, the General Fund subsidy offsetting Storm Drain deficits will continue indefinitely. In addition to the subsidy there is unreimbursed overhead support from the General Fund of \$161,191 as determined by the periodic cost allocation plan. As costs escalate due to mandates for clean water and storm water treatment, the General Fund support will also grow unless action is taken to increase the fee or alternative revenue sources are identified and approved by voters.

Without new revenues, Storm Water subsidies will require the use of Economic Uncertainty Reserves, which will be virtually exhausted within five years due to the continued subsidies.

**BACKGROUND:**

The City levies an annual storm water service fee on each parcel of real property in the City. The fee is levied to finance the costs of on-going operation and maintenance of storm water

facilities and services. The fee is based on an engineering analysis of the City's storm drain requirements performed in 1996 by an outside consultant. The typical fee is \$19.12 per year per single family residence. The fee has remained unchanged since the passage of Proposition 218 in 1996.

**DISCUSSION:**

The storm water fee is collected each fiscal year via the County of Los Angeles consolidated property tax bill. The City submits such fees to the County each year by the August due date specified by the County Auditor in order to include the fee on the property tax bills issued in October.

In order to include the fee on the property tax bill, the City Council must hold a public hearing, at which time the City Council considers all objections and protests regarding the proposed levy of the fee for Fiscal Year 2016-17. Assuming there is not a majority protest, the City Council may then order that the fee be collected for Fiscal Year 2016-17 on the County of Los Angeles tax roll.

**PUBLIC OUTREACH/INTEREST:**

The notice of this hearing was properly published in *The Beach Reporter* on July 7, 2016 and July 14, 2016.

**ENVIRONMENTAL REVIEW:**

None required.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the Resolution for adoption.

**CONCLUSION:**

Staff recommends that the City Council conduct a public hearing on the annual storm water service fee for fiscal year 2016-2017, and assuming an insufficient majority protest, adopt Resolution No. 16-0025 thereby ordering collection of the fee through the County of Los Angeles consolidated property tax bill.

Attachment:

1. Resolution No. 16-0025

**RESOLUTION NO. 16-0025**

**A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL  
APPROVING A REPORT IN CONNECTION WITH THE CITY'S STORM  
WATER SERVICE CHARGE AND ORDERING THAT SUCH CHARGE  
BE COLLECTED ON THE TAX ROLL**

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

Section 1. Recitals.

A. The City levies an annual storm water service charge (the "Charge") on each parcel of real property in the City. The Charge is levied to finance the costs of on-going operation and maintenance of storm water facilities and services ("Storm Water Services").

B. As authorized by California Health and Safety Code Section 5473, the Charge is collected for each fiscal year on the County of Los Angeles tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

C. A written report (the "Report") has been filed with the City Clerk, containing a description of each parcel of real property receiving Storm Water Services and the amount of the Charge for each parcel for Fiscal Year 2016-17 (commencing July 1, 2016 and ending June 30, 2017). The Report is on file in the office of the City Clerk and incorporated herein by reference.

D. The City Clerk caused notice of a hearing on the Report to be published in The Beach Reporter July 7, 2016, and July 14, 2016.

E. The City Council held a public hearing on the Report on July 19, 2016. At the hearing, the City Council heard and considered all objections and protests, if any, to the Report and all testimony regarding the proposed levy of the Charge for Fiscal Year 2016-17.

Section 2. The City Council hereby overrules any and all objections to the Report; determines that no majority protest against the Report, determined in accordance with Health and Safety Code Section 5473.2, exists; approves and finally adopts the Report as filed; determines that the Charge for Fiscal Year 2015-16 against each parcel described in the Report shall be as described in the Report; and orders that the Charge shall be collected for Fiscal Year 2016-17 on the County of Los Angeles tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

Section 3. The City Clerk is directed to file a copy of the Report, with a statement endorsed on the Report over the City Clerk's signature that the Report has been approved and finally adopted, with the City Treasurer on or before August 10, 2016.

Section 4. The City Clerk is directed to file a copy of the Report, with a statement endorsed on the Report over the City Clerk's signature that the Report has been approved and finally adopted, with the County Auditor of the County of Los Angeles on or before August 10, 2016.

Section 5. The City Clerk is authorized to take such other action as is required to implement this Resolution.

ADOPTED July 19, 2016.

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TONY D'ERRICO  
Mayor, City of Manhattan Beach

ATTEST:

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LIZA TAMURA, City Clerk

**Agenda Date:** 7/19/2016

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Raul Saenz, Interim Public Works Director

**SUBJECT:**

Cooperative Agreement Between City of Manhattan Beach, Oceanographic Teaching Stations, Inc., and Harrison Greenberg Foundation for Improvements to Roundhouse Aquarium (Interim Public Works Director Saenz).

**APPROVE**

---

**RECOMMENDATION:**

Staff recommends that City Council:

1. Approve cooperative agreement between City of Manhattan Beach, Oceanographic Teaching Stations, Inc. (OTS), and Harrison Greenberg Foundation (Foundation), and
2. Authorize City Manager to execute agreement

**FISCAL IMPLICATIONS:**

The proposed aquarium renovation project is expected to be primarily funded by the Foundation. The Foundation has pledged \$1.25 million towards the project and will undertake additional fundraising efforts to meet the estimated total project cost range between \$1.6M and \$2.5M.

This agreement also includes a pledge from the City to contribute \$150,000 for improvements to Roundhouse infrastructure and an additional \$100,000 for in-kind staff time since the City is a key stakeholder. The \$150,000 would be used for construction costs only and would have been spent to improve the Roundhouse, with or without the aquarium project. These funds would come from the Pier Fund, which can only be used for expenses incurred for the Pier, Roundhouse, and Comfort Station.

**BACKGROUND:**

The Foundation led by Mr. Michael Greenberg has proposed to make a major investment to fully renovate the existing aquarium located at the Roundhouse at the end of the pier. Mr.

Greenberg is proposing to undertake this effort to honor the memory of his late son, Harrison Greenberg, that had a deep love for the ocean, marine life, and the City of Manhattan Beach.

The aquarium is currently operated by OTS. OTS is made up of volunteers who all contribute to maintain the health and safety of all of the marine animals under their care and also teach numerous classes to hundreds of grade-school students each year.

On March 15, 2016, the City Council approved a draft term sheet, which specified the major “dealpoints” between all three parties as a precursor to an agreement. City Council directed staff to prepare a cooperative agreement and authorized staff to prepare and issue a Request for Proposal (RFP) to solicit the services of a Project Manager.

**DISCUSSION:**

City staff, OTS, and the Foundation have met in good faith and have agreed to the terms outlined in the attached cooperative agreement. The agreement outlines the roles and responsibilities of each party (Attachment 1).

In summary, the following are the major elements of the cooperative agreement:

- Foundation has pledged \$1.25 million towards the project and committed to undertaking fundraising efforts to meet the total expected project costs.
- City has pledged to contribute \$150,000 for improvements to Roundhouse infrastructure and an additional \$100,000 for in-kind staff time.
  - In-kind staff time includes, but not limited to, contract management, coordinating with permitting agencies including Coastal Commission, and facilitating as-needed community outreach.
- City shall be lead on the project, will issue all RFPs, execute and manage all professional and construction contracts.
- An incremental deposit schedule is included that allows for review of cost estimates at key points along the project before deciding to continue moving forward with the project.
- Funding from the project would be used to pay for arrangements to preserve the animal specimens and establish temporary facilities to allow continued operations during construction.
- OTS to operate and maintain Roundhouse Aquarium after construction completion to a standard acceptable to City.
- No additional signage to the exterior of the Roundhouse will be added, other than signage approved by City.
- A memorial recognizing the contributions of Foundation shall remain displayed in the Roundhouse so long as the Roundhouse Aquarium remains in operation.
  - A sample of the type of envisioned memorial is included as Exhibit B to the agreement.

Concurrent with the preparation of this agreement, staff also worked closely with OTS and Foundation to develop an RFP to hire a Project Manager. The RFP was issued and City received four proposals. The proposals are currently under review by all three parties. A consultant agreement is expected to come before City Council at a subsequent meeting.



**POLICY ALTERNATIVES:**

City Council may choose to not approve the agreement.

**Pros:**

City in-kind services funds would not be spent.

**Cons:**

The opportunity to transform the existing aquarium would be lost.

**PUBLIC OUTREACH:**

There will be periodic presentations to City Council to provide status of the project. The community will be invited to review the information and provide comments. The selected Project Manager will meet with individual stakeholders to provide detailed project updates and solicit input.

**ENVIRONMENTAL REVIEW:**

An environmental review will be conducted during the final design phase for the project.

**LEGAL REVIEW:**

This agreement has been reviewed by the City Attorney and is approved as to form.

Attachments:

1. Roundhouse Aquarium Cooperative Agreement

## COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (“Agreement”) is entered into as of July 19, 2016 by and among the CITY OF MANHATTAN BEACH, a municipal corporation (“City”), OCEANOGRAPHIC TEACHING STATIONS, INC., a California non-profit corporation (“OTS”), and THE HARRISON GREENBERG MEMORIAL FOUNDATION, a California corporation (“Foundation”). Collectively, City, OTS, and Foundation are referred to herein as the “Parties.”

### RECITALS

A. The State of California owns the Manhattan State Beach Pier. Pursuant to an operating agreement with the State of California dated August 1, 1988 (the “Operating Agreement”), City has management responsibility for the pier, including a structure situated at the west end of the pier described in Exhibit B-4 of the Operating Agreement and popularly referred to as the “Roundhouse”.

B. City has entered into an agreement with OTS dated September 6, 2005 (the “OTS Agreement”), pursuant to which OTS operates an aquarium in the Roundhouse. The aquarium is open to the general public and offers classes on marine science, both at the Roundhouse and through an outreach program.

C. Foundation has offered to raise and contribute sufficient funds (the “Foundation Grant”) to fund a major renovation of the Roundhouse Aquarium (the “Renovation Project”). To date, Foundation has pledged \$1,250,000 towards the Renovation Project, and will undertake additional fundraising efforts to meet the total project cost, currently estimated at between \$1,600,000 and \$2,500,000, all subject to the terms and conditions of this Agreement.

D. City has offered to provide \$150,000 in funding towards the construction of the Renovation Project and \$100,000 of in-kind services, such as staff time for permitting, plan check, and inspection of the Renovation Project.

E. Section 7 of the Operating Agreement authorizes City, with the approval of the State of California, to undertake projects to improve the property which is the subject of the Operating Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. GRANT CONDITIONS.

(a) City agrees that it shall:

(i) Use Foundation Grant funds solely to support the Renovation Project. Any income derived from the temporary investment of Foundation Grant funds shall be used for the Renovation Project and for no other purpose;

(ii) Maintain a systematic record on a fund-accounting basis of the disbursement of funds and expenditures incurred under the terms of this Agreement and make substantiating documents available to Foundation upon request; and

(iii) Without limiting City's obligations pursuant to Paragraph (i) above, not use any of the Foundation Grant (A) to intervene in any election; to support or oppose any political party or candidate for public office; or to engage in any lobbying or voter registration; (B) to make any grant to any other organization or to any individual; or (C) to undertake any activity for any purpose other than one that is made for exclusively public purposes as defined in Section 170(c)(1) of the Internal Revenue Code of 1986 as amended.

(b) Notwithstanding anything to the contrary herein, the granting of any portion of the Foundation Grant is contingent upon compliance by City with the terms and conditions of this Agreement, as determined by Foundation in its reasonable discretion.

(c) If City intends to terminate or modify the Renovation Project, or take action that is inconsistent with the terms and conditions of this Agreement, City will immediately notify Foundation, and Foundation shall determine at its sole discretion whether to cancel the Foundation Grant. In that event, Foundation may terminate this Agreement in accordance with Section 11, any remaining Foundation Grant funds designated for the Renovation Project shall be returned to Foundation in accordance with paragraphs (b) and (c) of Section 11, and no further Foundation Grant amounts shall be due or owing.

2. ENGAGEMENT OF PROFESSIONAL FIRMS AND CONTRACTORS. All professional firms, and all contractors and subcontractors, will be engaged by City in accordance with the terms and conditions of this Agreement.

(a) The Parties agree that it is necessary to contract with one or more design firms to complete the design of the Renovation Project, and that the services of such other professional firms as engineering, CEQA/permitting, and marine specialists (collectively, "Professional Firms") will be needed. The Parties further agree that the Renovation Project will benefit from the expertise of a Project Manager with the requisite experience to oversee development and construction of the Renovation Project. The services of the Project Manager will be provided as needed, and the Project Manager shall be compensated in accordance with a specified budget. The Project Manager shall meet on a regular basis, and in any event not less than once a month, with a coordination committee, consisting of one or more representatives of City, Foundation and OTS. City will be responsible for (i) engaging and selecting the Project Manager and other Professional Firms with input from OTS and Foundation and (ii) issuing all Request-for-Proposals ("RFPs"). City shall obtain the consent of Foundation and OTS prior to issuance of RFPs for any design firms, which consent shall not be unreasonably withheld.

(b) City will be responsible for issuing the Invitation for Bids for the general contractor and will award the contract to the contractor selected in compliance with applicable state law, with input from OTS and Foundation.

(c) All Parties acknowledge that OTS has unique experience and expertise in acquiring and operating exhibit tanks, life-support systems, exhibit lighting and related equipment

(collectively, "Marine Equipment"). Accordingly, OTS and the Foundation shall participate in the preparation of any RFPs for Marine Specialists. Upon receipt of the proposals, City shall provide the proposals to OTS and the Foundation for their review and input. In the event that the City receives a written objection to a Marine Specialist from OTS or the Foundation within five days of City's delivery of the proposals to OTS and the Foundation, City will remove that Marine Specialist from consideration. For purposes hereof, "Marine Specialist" shall mean an individual or firm who specializes in the design, fabrication or installation of Marine Equipment.

### 3. DEPOSIT OF FUNDS PRIOR TO CONSTRUCTION.

(a) City will coordinate the procurement of a Project Manager. Prior to City entering into a contract with the Project Manager, Foundation shall deposit the "First Deposit" with City. The First Deposit shall be in an amount that the Parties agree is sufficient to pay the cost of the Project Manager through completion of design and permitting of the Renovation Project, including a 10% contingency amount. City shall have no obligation to contract with the Project Manager until Foundation has made the First Deposit.

(b) Prior to City entering into a contract with firms for design and other necessary professional services, Foundation shall deposit the Second Deposit with City. The Second Deposit shall be in an amount that the Parties agree is sufficient to pay the cost of the professional services through completion of design of the Renovation Project, including a 20% contingency amount. City shall have no obligation to contract with those professional firms until Foundation has made the Second Deposit.

(c) Prior to City entering into a contract with the general contractor, Foundation shall deposit the Third Deposit with City. The Third Deposit shall be in an amount that the Parties agree is sufficient to pay the cost of the Project Manager through the completion of construction, including a 20% contingency amount. City shall have no obligation to enter into the construction contract until Foundation has made the Third Deposit. Notwithstanding anything to the contrary herein, the Third Deposit is contingent upon Foundation's receipt, comment and approval of the Schematic Design drawings for the Renovation Project.

(d) Foundation Grant funds shall be deemed trust funds impressed with an obligation to be expended by City solely for the Renovation Project. City shall establish a separate fund for the Renovation Project, which is separate from the general funds of City (the "Roundhouse Fund"), and shall deposit all Foundation Grant funds and funds from other sources for the Renovation Project into the Roundhouse Fund. All interest accruing to monies in the Roundhouse Fund shall remain in the Roundhouse Fund.

(e) City shall have authority to use the monies in the Roundhouse Fund to pay the costs of the Project Manager, design firm(s), planning and environmental firms, construction contractor, and related expenses. Within fifteen (15) days after each month-end, City shall provide OTS and Foundation a monthly report detailing expenditures from the Roundhouse Fund during the prior month, and identifying any anticipated shortfall. In addition, City shall, upon reasonable request, provide Foundation and/or OTS copies of statements of work, invoices and other Renovation Project related documents.

4. DEPOSIT OF FUNDS FOR CONSTRUCTION.

(a) Once a final design and final cost estimates have been approved by Foundation, OTS and City, and all necessary governmental and regulatory approvals have been obtained, Foundation will fund the balance of the funds estimated to be necessary to complete construction of the Renovation Project, including a 20% contingency amount and the expenses authorized by Paragraph (d) hereunder (the "Renovation Grant"), provided that the total funds needed for this deposit shall not exceed the fund balance available of the Foundation Grant. City, with input from Foundation and OTS, will determine if the amount of the Foundation Grant plus other third party funds available to City are sufficient to complete the Renovation Project. City shall have no obligation to issue the invitation for bids for the construction contract for the Renovation Project until Foundation has deposited the Renovation Grant with City.

(b) Once bids for the construction work have been received, if the total of the amount of the selected bid, plus a 20% contingency amount and the estimated total of the expenses authorized by paragraph (e) hereunder, exceeds the amount of the Renovation Grant deposited by Foundation pursuant to paragraph (a) of this Section 4, Foundation will, in its sole and absolute discretion, have the option to either (i) fund the balance of the funds necessary to complete construction of the Renovation Project (the "Funding Shortage" together with the Renovation Grant, collectively, the "Renovation Grants") or (ii) terminate this Agreement in accordance with Section 11. If Foundation terminates this Agreement, any remaining Foundation Grant funds designated for the Renovation Project shall be returned to Foundation in accordance with paragraph (b) of Section 11, and no further Foundation Grant amounts shall be due or owing. If Foundation funds the full amount of the Renovation Grants, City will fund its portion of the construction costs up to a maximum amount of \$150,000 ("City Grant"). City shall have no obligation to enter into a contract with the general contractor to complete construction of the Renovation Project and deposit the City Grant until Foundation has deposited the full amount of the Renovation Grants.

(c) Once bids for the construction work have been received, if the total of the amount of the selected bid, plus a 20% contingency amount and the estimated total of the expenses authorized by Paragraph (e) hereunder, does not exceed the amount of the Renovation Grant deposited by Foundation pursuant to paragraph (a) of this Section 4, or if Foundation agrees to cover any Funding Shortage as provided in paragraph (b) of this Section 4, then the Parties shall promptly agree upon a final budget for the Renovation Project (the "Final Budget"). Any material variance from the total amount of the Final Budget must be approved in writing by Foundation, City and OTS. City shall have no obligation to enter into a contract with the general contractor to complete construction of the Renovation Project and deposit the City Grant, and demolition or other physical alteration of the current Roundhouse shall not begin, until all Parties have agreed on the Final Budget.

(d) The Renovation Grants, as well as the City Grant, shall be deposited into the Roundhouse Fund.

(e) Funds from the Renovation Grants may only be used to pay for construction of the Renovation Project and for such ancillary purposes as are agreed upon by the Parties in writing. The Parties hereby agree that funds from the Roundhouse Account shall be used to pay

for arrangements to preserve the animal specimens currently housed at the Roundhouse and temporary facilities to enable the Roundhouse to continue operations during the construction period, and consulting on the Renovation Project by OTS staff (to the extent such consulting is requested by City or the Project Manager), all in accordance with the Final Budget.

5. PROJECT DESIGN. The final architectural drawings shall be prepared by the selected design firms, under the supervision of City. The final architectural drawings shall be based on the preliminary Conceptual Design attached hereto as Exhibit A and incorporated herein by this reference. City shall have the right of approval of the design of the Renovation Project, with input and approval from OTS and Foundation. All Parties agree that the materials to be used in the Renovation Project shall be environmentally compatible with the mission and operation of an aquarium and shall not be toxic to marine life.

6. APPROVALS. City will be responsible for obtaining all necessary approvals for the Renovation Project from the California Department of Parks and Recreation, the California Coastal Commission and any other agencies from whom approvals may be required. City shall be responsible for compliance with the California Environmental Quality Act.

7. NO CREDITOR RIGHTS. No third party or any of City's creditors or any trustee shall have any right or claim in the Foundation Grant or the proceeds of any part thereof by any purported assignment or transfer at any time. No other party may rely upon the terms and conditions of the Foundation Grant. City recognizes that the Foundation Grant is being made solely for the purposes herein set forth and with the understanding that accomplishment of the Foundation Grant's purposes must be performed by City or under its direction.

8. INDEMNIFICATION. City shall indemnify, hold harmless and defend Foundation and OTS from and against any and all liability, loss, damage, expense and cost of every nature and causes of action arising out of or in connection with this Agreement or the Renovation Project, except for claims arising from the negligence or willful misconduct of Foundation or OTS, respectively.

9. NO AGENCY. Nothing herein shall be considered to create an agency, partnership or joint venture relationship between or among any of the Parties to this Agreement.

10. NO PERSONAL BENEFIT. The Foundation Grant shall be used solely for the Renovation Project and no City official, employee, consultant or agent may obtain any personal benefit as a result of the Foundation Grant.

11. TERMINATION.

(a) Any Party may terminate this Agreement upon fifteen (15) days' written notice to the other Parties, prior to agreement on the Final Budget pursuant to paragraph (c) of Section 4. After agreement on the Final Budget, this Agreement may be terminated only upon mutual consent of all Parties.

(b) If this Agreement is terminated prior to award of the construction contract, the remaining balance in the Roundhouse Fund after all contracted professional services have been

paid shall be returned to Foundation within ten (10) days and no further Foundation Grant amounts shall be due or owing.

(c) If this Agreement is terminated after award of the construction contract, the remaining balance in the Roundhouse Fund after (i) all contracted professional services have been paid, (ii) the general contractor has been paid, including payment to properly restore the site to pre-existing condition or to an alternate condition agreed upon by the Parties, and (iii) return of the City Grant to City, shall be returned to Foundation within ten (10) days and no further Foundation Grant amounts shall be due or owing.

12. MISCELLANEOUS. Foundation's obligations hereunder are conditioned on the execution of this Agreement by the Parties. Nothing in this Agreement shall be deemed to grant to City or OTS any right related to any of the trademarks, trade name or goodwill of Foundation or any of its affiliates. This Agreement and its rights and obligations may not be assigned by City or OTS to any third party. This Agreement may not be modified except in a writing signed by the Party against who enforcement is sought. This Agreement is the entire agreement of the Parties on the subject hereof and supersedes all other agreements, understandings, communications, etc., whether written or oral.

13. ACKNOWLEDGMENTS. The Parties hereby acknowledge and agree that:

(a) No construction may begin until animals housed at the existing Roundhouse Aquarium have been temporarily relocated to other facilities, which will allow for continued operations and will accommodate the teaching curriculum;

(b) OTS will be responsible for the operations and maintenance of the Roundhouse Aquarium after construction completion to a standard acceptable to City;

(c) The improvements to the Roundhouse resulting from the Renovation Project shall be the property of the State of California; and

(d) There will be no signage on the exterior of the Roundhouse, other than signage approved by City. There will be no exterior commercial advertising.

(e) A memorial (generally consistent with the preliminary specifications set forth in Exhibit B attached) recognizing the contributions of Foundation, subject to comment and approval by Foundation, shall remain displayed in the Roundhouse so long as the Roundhouse Aquarium remains in operation.

14. NOTICES.

(a) All notices and demands shall be given in writing by certified or registered mail, postage prepaid, and return receipt requested, by personal delivery or by overnight courier. Notices shall be considered given upon the earlier of (a) personal delivery; (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one business day following deposit with an overnight courier. Notices shall be addressed as provided below for the respective party; provided that if any party gives

notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

City: City of Manhattan Beach  
1200 Highland Avenue  
Manhattan Beach, California 90622  
Attention: Mark Danaj, City Manager  
Telephone: (310) 802-5053  
E-mail Address: mdanaj@citymb.info

OTS: Oceanographic Teaching Stations, Inc.  
P.O. Box 1  
Manhattan Beach, California 90267  
Attention: President

Email Address: \_\_\_\_\_

With a copy to:

Hillel T. Cohn  
Morrison & Foerster LLP  
707 Wilshire Boulevard  
Los Angeles, California 90017  
Email Address: hcohn@mofocom

Foundation: The Harrison Greenberg Memorial Foundation

\_\_\_\_\_, California \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts by the Parties hereto. Each of such counterparts shall be deemed to be an original and all such counterparts shall constitute but one and the same instrument.

16. ATTORNEYS' FEES. If any dispute arises between the Parties hereto regarding the interpretation or the enforcement of this Agreement, the prevailing party or parties shall recover from the losing party or parties all reasonable expenses, attorneys' fees and court costs incurred by the prevailing party or parties.

17. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of California. Foundation has signed this Agreement in Manhattan Beach; all Parties have obligations hereunder to perform in Manhattan Beach, and all Parties consent to venue and personal jurisdiction in the County of Los Angeles, State of California.

18. WAIVER. Except as otherwise provided in this Agreement, no waiver on the part of any party of any right it may have shall be implied from any failure to take action. To be



effective, any such waiver must be in writing and signed by the party to be charged with the waiver. One waiver shall not be interpreted as a waiver of the obligations to comply with the applicable or related provisions in the future.

19. EXHIBITS. All exhibits described in this Agreement which are attached hereto are incorporated herein by this reference.

20. HEADINGS. The headings of the paragraphs of this Agreement are for the convenience of reference only and are not and shall not be used to define or limit the terms hereof.

21. SEVERABILITY. In case of or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless the effect thereof would materially alter the benefits or burdens hereof the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Cooperation Agreement as of the day and year first above written.

CITY OF MANHATTAN BEACH (City),  
a California municipal corporation

Oceanographic Teaching Stations, Inc. (OTS), a  
California non-profit corporation

By: \_\_\_\_\_  
Mark Danaj, City Manager

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

ATTEST:

The Harrison Greenberg Memorial Foundation  
(Foundation), a California corporation

By: \_\_\_\_\_  
Liza Tamura, City Clerk

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

APPROVED AS TO FORM:

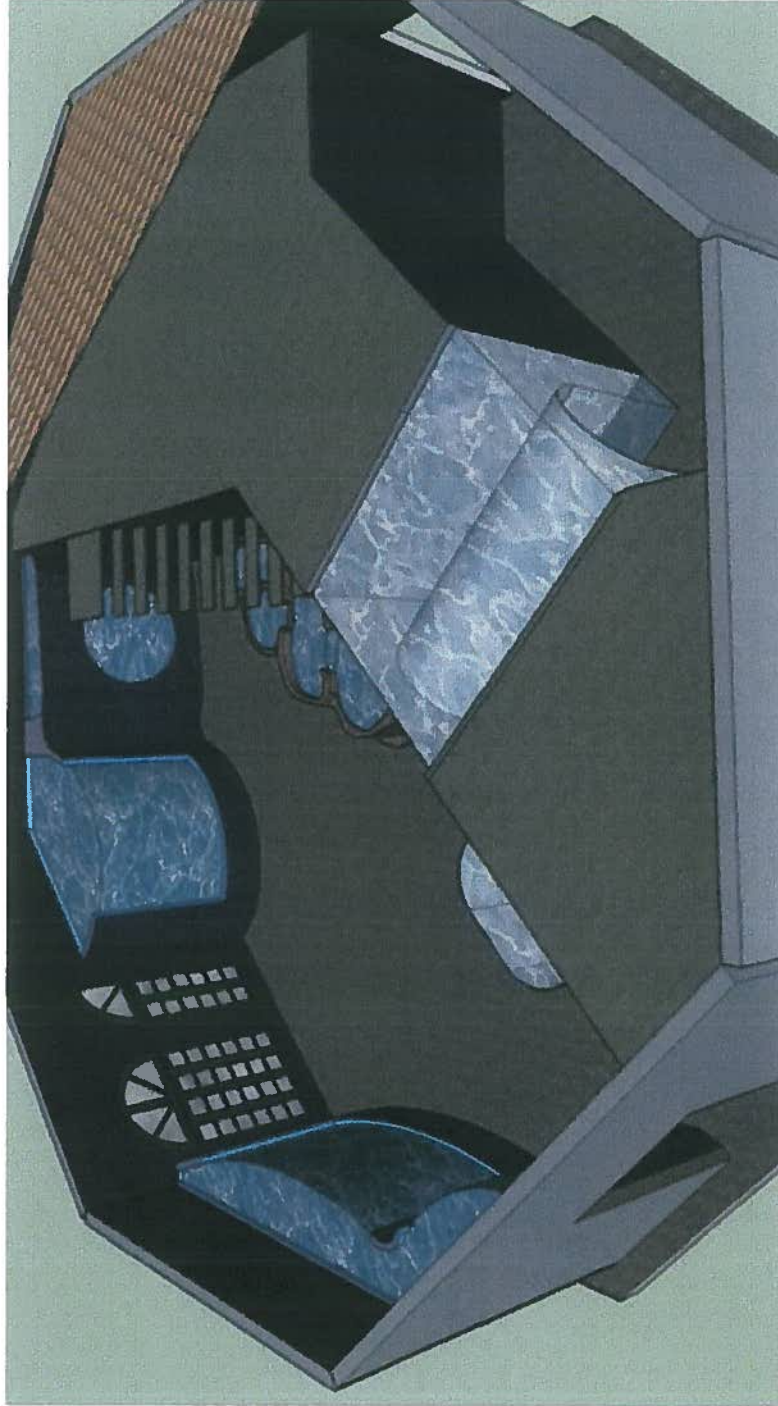
By: Quinn M. Barrow  
Quinn M. Barrow, City Attorney

EXHIBIT A  
CONCEPTUAL DESIGN

# Conceptual Design



# Conceptual Design



# Conceptual Design

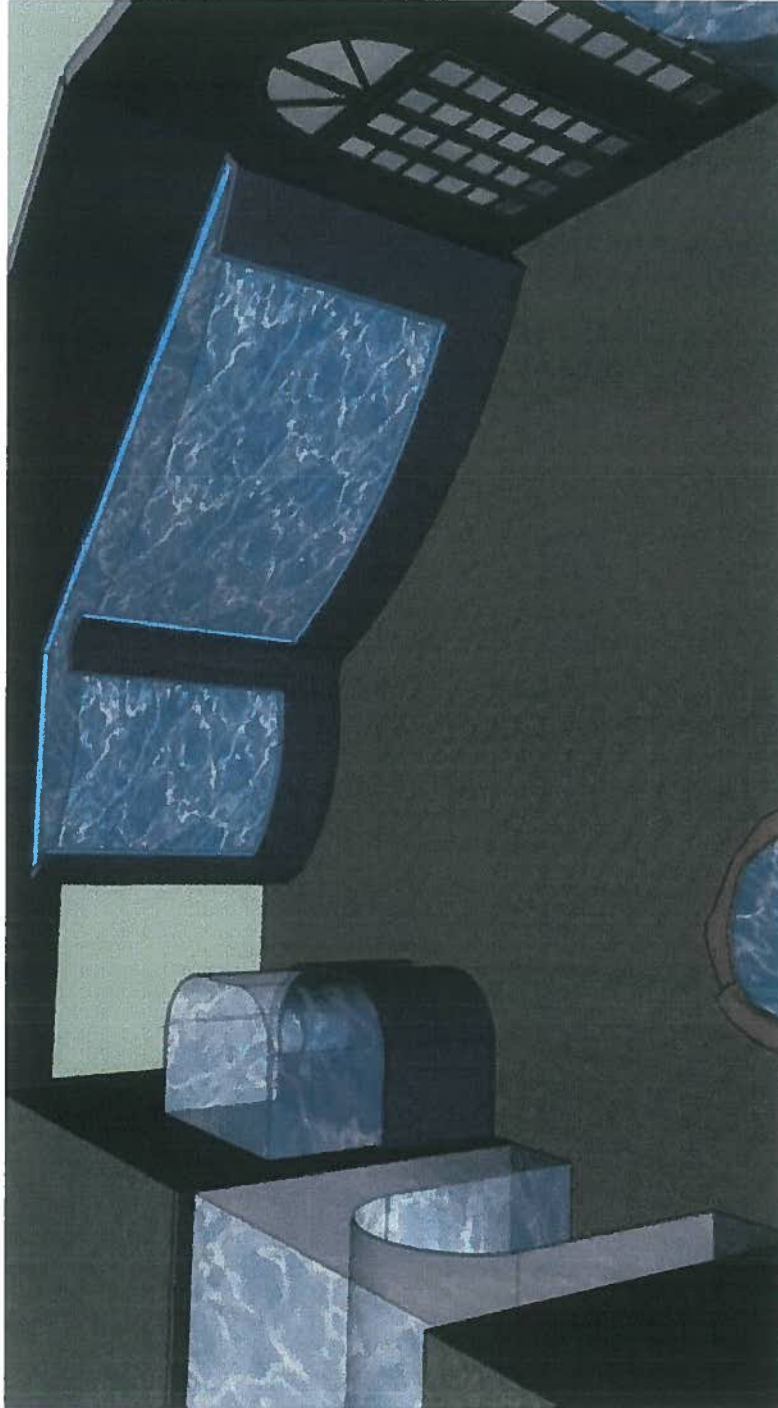




EXHIBIT B

PRELIMINARY SPECIFICATIONS FOR :MEMORIAL PLAQUE



- Memorial Plaque shall:
  - Resemble a manhole cover similar to the photo above
  - Shall not exceed 36 inches in diameter
  - Set flush with the finished floor
  - Writing to include something similar to: "Round House Beautification Project in loving memory of Harrison Greenberg"



**Agenda Date:** 7/19/2016

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Sanford Taylor, Information Technology Director  
Bruce Moe, Finance Director  
Teresia Zadroga-Haase, Human Resources Director  
Leilani Emnace, Information Technology Manager

**SUBJECT:**

Award of Contract to NexLevel Information Technology, Inc. for Enterprise Resource Planning Software Consulting Services in the amount of \$61,415 (Information Technology Director Taylor).

CONTINUED FROM THE JULY 5, 2016 CITY COUNCIL MEETING

**APPROVE;APPROPRIATE**

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**RECOMMENDATION:**

Staff recommends that the City Council: a) award RFP #1053-16 to NexLevel Information Technology, Inc. to provide Enterprise Resource Planning (ERP) software consulting services in the amount of \$61,415, and b) appropriate \$61,415 from unreserved General Fund moneys.

**FISCAL IMPLICATIONS:**

This item was originally scheduled for the June 21st City Council meeting. At that time, funds were budgeted in Fiscal Year 2015-2016 for this service. However, when the agenda item was moved to July 5th, which is in the new fiscal year (2016-2017), the appropriation in FY 15-16 lapsed, with the unspent funds being returned to the unreserved General Fund as of June 30, 2016. As a result, if the contract is approved, \$61,415 will need to be appropriated in FY 16-17 since funds were not budgeted, nor were they encumbered (and therefore carried forward) prior to June 30, 2016.

**BACKGROUND:**

The City of Manhattan Beach currently utilizes Tyler Technologies/Eden Financial, Human Resources, and Payroll Software. This solution was first implemented in 1997, almost 20 years ago. Throughout the years, several enhancements and modules have been added

including the recent implementation of Tyler Technologies Cashiering solution. Current Eden Financial modules include:

- Payroll
- Budgeting
- General Ledger
- Accounts Payable
- Accounts Receivable
- Cash Receipts
- Purchasing
- Financial Reporting
- Utility Billing (Water, Refuse) Billing Systems
- Business Licensing

The Human Resources solution includes critical personnel modules such as:

- Employment dates
- Personal identification
- Addresses
- Dependent(s)
- Terminations
- Training records
- Salary history

Maintaining and enhancing these systems is of vital importance. Upgrades and new modules which improve the functionality and the efficiencies are reviewed as they become available. Staff has determined that additional investments in these systems for project accounting, procurement, fixed assets, inventory, applicant tracking and others are needed. However, before committing to these investments of financial and human resources, staff determined an evaluation of the existing platform (Tyler-Eden) was necessary as well as a review of alternative solutions. As a result, staff issued a Request for Proposal to select a technology consultant to assist and guide in the evaluation and selection process.

Subsequently, it became apparent to staff that Tyler Technologies will not be investing in the Eden product line for the long term. In fact, during the Tyler Technologies conference in May 2016, that position was confirmed. While Tyler has not announced a phase-out date, at which point Eden clients will have five years of lead time to transition to another solution, it is now apparent that the Tyler/Eden platform will be phased out at some point in the future. As a result, staff will begin the process of a new ERP solution, which has been budgeted in FY17/18.

## **DISCUSSION:**

### Enterprise Resource Planning (ERP)

The use of technology is necessary to enhance resources in support of City functions resulting in higher level of staff productivity, more cost-effective service delivery and efficient business processes. Enterprise Resource Planning (ERP) solution brings numerous benefits to the organization. It provides a holistic approach used to collect, store, manage and



interpret data from various City business processes. The system gives an integrated and centralized management of multiple business functions to streamline business processes, workflows, and information across the organization. ERP delivers more efficient and effective method of handling/manipulating City's data facilitating informed decisions. Thus, the Information System Master Plan identifies the upgrade or replacement of Tyler Eden Enterprise Resource Planning system as a major project leading to increased productivity and streamlined enterprise processes for the organization.

ERP Professional Services Technology Consulting Services

To assist with this large investment, Industry Best Practice strongly suggest that an independent resource is needed to provide a broad and fresh perspective to augment that of City staff in identifying an ERP solution. Project planning and design are of utmost importance for the replacement of large, complex software systems such as the ERP solution, thus, consultant services will assist in ensuring that the chosen system meets the current and future needs of the City.

Staff issued Request for Proposal #1053-16 to obtain professional technology consulting services in order to assess and make recommendations regarding the City's integrated Financial and Human Resources management software needs. The scope of work includes reviewing the organization's existing business processes and making recommendations to streamline where appropriate (i.e. automating paper processes and streamlining business operations to offer effective solutions and increase efficiencies in workflow processes). The consultant will assist with initial system evaluation and system selection services needed to acquire the replacement Financial and Human Resources systems. Further, the services will include not only review of current business processes supported by the existing systems (to help determine what can be streamlined and what the new system should do), but also an analysis of replacement options including business process outsourcing.

In addition, the consultant is to consider integration with existing mission critical applications such as Accela Automation, Progressive Solution (Police Department Alarms), ActiveNet (Parks and Recreation registration), ESRI Geographical Information Systems and Hyland OnBase Document Management as well as modules currently not part of the contracted Tyler/Eden suite. An ERP integration with mission critical applications will cost-effectively improve the quality, accessibility and convenience of the services the City offers our citizens and businesses each day. All solutions will maintain advanced security features in the offered services and, where applicable, provide constituents with online 24-hour access to information and services.

Eleven proposals were received. Consultants were evaluated upon the following criteria: knowledge and experience with similar projects, their approach and understanding of the scope of services, references, cost and availability. The consultants' comparison in Attachment 1 shows the valuation of services.

Staff reviewed all proposals and interviewed five of the eleven firms. Two of the five (Nexlevel and SoftResources) consultants were selected to move forward with reference checks. Upon completion, staff selected NexLevel as the firm best positioned to successfully facilitate and guide the process. The assessment was based on NexLevel's comprehensive response to the request for proposal, their strong understanding of the required scope of services, project team, strong references and experience in performing these assessments

for 87 public agencies in California. The company is independent of software providers with substantial municipal financial/human resources systems and IT strategic planning experience. A significant number of NexLevel's client projects are of similar scope, system needs and size to Manhattan Beach. References reported NexLevel to have successfully completed past projects on-time and within budget.

As the result of the proposal, research and interviews, staff recommends that the City Council award a contract to NexLevel Information Technology, Inc. to provide ERP software consulting services in the amount of \$61,415.

**POLICY ALTERNATIVES:**

There are no policy alternatives for this recommendation given the current staffing and resources in place.

**PUBLIC OUTREACH/INTEREST:**

The Request for Proposal was posted on the City's website, sent to known vendors and an e-notification was issued to those subscribing to the bid list.

**ENVIRONMENTAL REVIEW**

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that there is no possibility that the activity may have a significant effect on the environment; therefore, pursuant to Section 15061(b)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

**LEGAL REVIEW**

The contract has been signed by the contractor and has been approved as to form by the City Attorney.

Attachments:

1. RFP #1053-16 ERP Software Consulting Services Comparison
2. Professional Services Agreement with NexLevel Information Technology, Inc.
3. ERP Software Consulting Services Presentation

**RFP #1053-16 Enterprise Resource Planning Software Consulting Services**

<b>FIRMS:</b>	<b>Location</b>	<b>Fee</b>	<b>Comments</b>	<b>Interview</b>
Zco Consulting	Denver, CO	\$32,960.00	Using subcontractors for project. Projected hours not in-line with workload	No
Schafer Consulting	Dana Point, CA	\$38,820.00	Comprehensive Plan. Relevant experience.	Yes
GoLive Technology	Mission Viejo, CA	\$49,500.00	Limited staff dedicated to project.	No
BerryDunn	Portland, ME	\$54,860.00	Comprehensive Plan. Relevant experience.	Yes
Sciens	McKinney, TX	\$56,105.00	No California references with ERP or HR projects	No
NexLevel IT	Carmichael, CA	\$61,415.00	Comprehensive Plan. Relevant experience.	Yes
Koa Hills Consulting	Reno, NV	\$61,953.00	Limited experience with similar projects.	No
SoftResources	Kirkland, WA	\$63,007.00	Comprehensive Plan. Relevant experience.	Yes
Mindboard	Sterling, VA	\$69,877.50	Did not provide clear estimated hours for the Scope of work	No
Plante Moran	Southfield, MI	\$91,500.00	Comprehensive Plan. Relevant experience.	Yes
KPMG	Sacramento, CA	\$518,440.00	Services are too costly.	No

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated \_\_\_\_\_, 2016 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Nexlevel Information Technology, Inc., a California corporation ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

### RECITALS

A. City issued Request for Proposals No. 1053-16 on September 22, 2015, seeking proposals for the provision of Enterprise Resource Planning (ERP) software consulting services.

B. Contractor submitted a proposal dated April 12, 2016 in response to the RFP.

C. City desires to utilize the services of Contractor as an independent contractor to provide professional technology consultant to assess and make recommendations regarding the City's integrated Financial and Human Resources management software needs.

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

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

The Parties therefore agree as follows:

#### 1. Contractor's Services.

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

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

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline attached hereto as **Exhibit C**.

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

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

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

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

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date and shall terminate when the work is completed, unless sooner terminated as provided in Section 12 of this Agreement or extended.

**3. Compensation.**

A. Compensation. As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor the total sum of Fifty Seven Thousand Nine Hundred and Fifteen Dollars (\$57,915) (the "Maximum Compensation"), as set forth in the Approved Fee Schedule attached hereto as **Exhibit B**.

B. Expenses. City shall only reimburse Contractor for those expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses collectively exceed the total sum of Three Thousand Five Hundred Dollars (\$3,500).

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

**4. Method of Payment.**

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

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

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

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

**6. Information and Documents.**

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

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

any such response does not imply or mean the right by City to control, direct or rewrite the response.

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

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

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

## **8. Indemnification.**

### **A. Indemnities for Third Party Claims.**

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or

passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

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

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



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

**9. Insurance.**

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

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

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

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

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

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

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

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or

subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

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

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

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

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

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

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

## **10. Mutual Cooperation.**

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

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

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

**12. Termination of Agreement.**

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

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

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

**14. Default.**

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

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

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:  
Attn: Sanford Taylor/IT Director  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Telephone: (310) 802-5067  
Email: staylor@citymb.info

If to Contractor:  
Attn: Terry Hackelman  
Nexlevel Information Technology, Inc.  
6829 Fair Oaks Boulevard, Suite 100  
Telephone: (916) 692-2000, ext. 201  
Email: Terry.hackelman@nexlevelit.com

With a courtesy copy to:

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

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

age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

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

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

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

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, sub-contractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may

withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, the Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

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

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

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

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

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

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

**29. Attorneys' Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be awarded actual attorneys' fees together with any costs and expenses in addition to all other relief to which that Party may be entitled.

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

**31. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

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

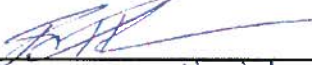
*[SIGNATURE PAGE FOLLOWS]*

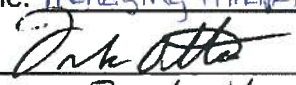
The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:  
City of Manhattan Beach,  
a California municipal corporation

Contractor:  
Nexlevel Information Technology, Inc.,  
a California Corporation

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

By:   
Name: Terry Hackelman  
Title: Managing Principal / CEO

By:   
Name: Frank Otto  
Title: Managing Principal

ATTEST:

By: \_\_\_\_\_  
Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Name: Bruce Moe  
Title: Finance Director



## **EXHIBIT A SCOPE OF SERVICES**

### **Needs Assessment**

1. Consultant will conduct a series of on-site interviews with designated staff to:
  - a. Understand the City's current financial management and human resources workflow processes, and identify the inefficiencies and limitations due to the current software.
  - b. Understand the budgeting, tracking, reporting, scheduling, purchasing, human resource and reconciling needs of each department and the City as a whole.
  - c. Determine the ability or inability of the City's stand-alone software systems to effectively integrate into a new ERP software solution.
  - d. Determine the effectiveness of existing hardware and/or network infrastructure in supporting a new ERP software solution.
2. Consultant will work in tandem with the Selection Committee and include in the process time for the Committee to contact, survey and/or visit selected agencies as part of the evaluation/selection process. (Optional for Consultant to attend potential site visits.)

### **Recommendations to be Made**

1. Recommend ERP software system options that will provide effective solutions and increased efficiencies.
2. Provide an analysis of ERP software system options including, but not limited to: increased efficiencies; solutions to issues identified in the assessment process; pros and cons; ability or inability to integrate with current stand-alone software systems; and, as needed, recommendations for new software systems to replace stand-alone software systems.
3. Facilitate demonstrations of the recommended ERP software options to the Software Selection Committee and appropriate managers.

4. Identify any new or upgraded hardware and/or network infrastructure needed to support the recommended options.

5. Provide contact information of agencies that are using recommended software systems or components of the systems for the City Software Selection Committee to contact or visit.

Figure 2 provides an overview of the phases, tasks, and deliverables for our proposed plan.

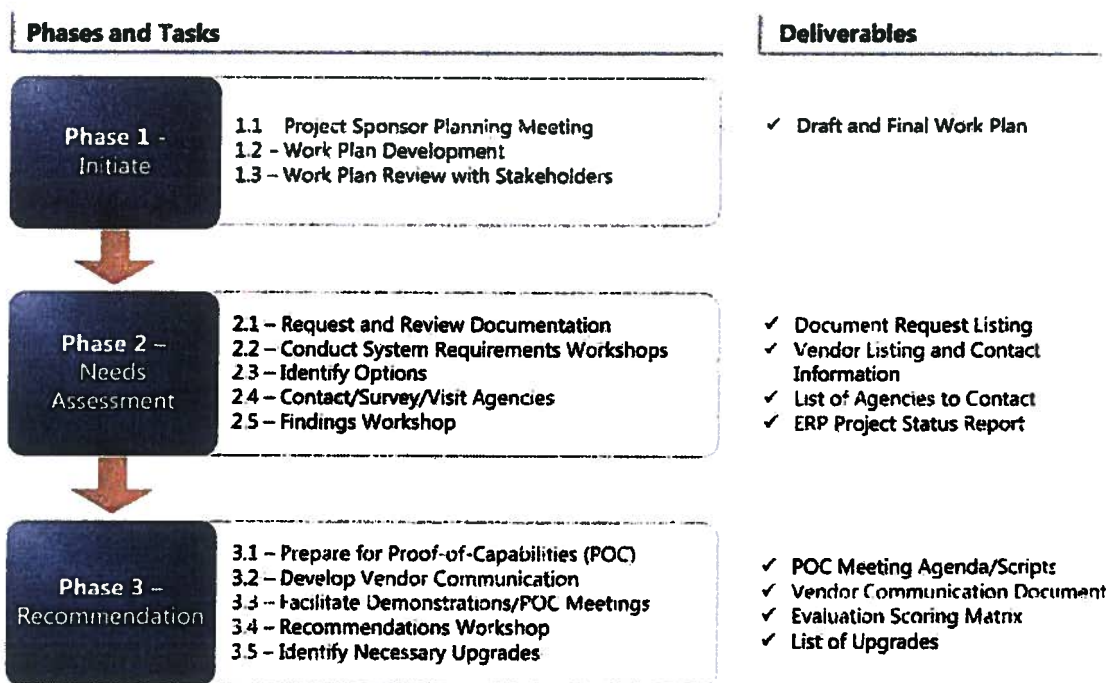


Figure 2 - Project Overview

## Phase Description

### **Phase 1 - Initiate**

The purpose of the Initiate phase is to prepare for, and initiate, the project under a well-defined work plan. This phase includes confirming our understanding, as well as the

understanding of the stakeholders, regarding the scope of work and the process for accomplishing the overall objectives of the project.

The following table provides a detailed discussion of what each task will entail.

<b>1.1 Project Sponsor Planning Meeting</b>
NexLevel will meet on-site with the City's Project Sponsor and other key staff to complete a detailed review of the scope of work, project timeline, deliverables, project status methods, project participants (i.e. sponsor, subject matter experts, technical resources, etc.), and other items to ensure a well-planned project. During this meeting, NexLevel will discuss the tools and templates that will be leveraged.
<b>1.2 Work Plan Development</b>
NexLevel will publish a Work Plan that identifies the project approach, methods, tasks, activities, resources, schedule, budget, deliverables, issue and risk management, and major milestones.  <b>DELIVERABLE:</b> Draft Work Plan
<b>1.3 Work Plan Review with Stakeholders</b>
NexLevel will facilitate an on-site meeting with the Project Stakeholder(s) and key project staff to review and obtain feedback on the proposed Work Plan. The goal of this meeting will be to obtain consensus on the work plan and a commitment to support the work plan.  <b>DELIVERABLE:</b> Final Work Plan

**Phase 2 – Needs Assessment**

This phase will allow NexLevel to develop an accurate and clear understanding of the current environment, as this provides the initial baseline from which alternatives will be evaluated to determine the next course of action. In addition, during this phase it is necessary to identify and prioritize future system features and functions that need to be met. A key success factor to selecting a best fit solution is having a comprehensive understanding of the City's true needs and requirements.

The following table provides a detailed discussion of what each task will entail.

**Table 9 - Requirements Phase Tasks and Deliverables**

<p><b>2.1 Request and Review Documentation</b></p>
<p>NexLevel understands that City staff has limited time to dedicate to this project. Consequently, we will make all efforts to be as prepared as possible before asking for staff time. To accomplish this, NexLevel will request documentation to familiarize ourselves with the current environment, processes, procedures, policies, transaction levels, organizational responsibilities, reports, technical documentation, etc. It is not NexLevel's intent to create work for the staff with this task - if requested documentation doesn't exist, it should not be created at this time.</p> <p><b>DELIVERABLE:</b> Documentation Request Listing</p>
<p><b>2.2 Conduct System Requirements Workshops</b></p>
<p>1. NexLevel will conduct a series of on-site interviews with designated staff to:</p> <ul style="list-style-type: none"> <li>a. Understand the City's current financial management workflow processes, and identify the inefficiencies and limitations due to the current software.</li> <li>b. Understand the budgeting, tracking, reporting, scheduling, purchasing, human resource and reconciling needs of each department and the City as a whole.</li> <li>c. Determine the ability or inability of the City's stand-alone software systems to effectively integrate into a new ERP software solution.</li> <li>d. Determine the effectiveness of existing hardware and/or network infrastructure in supporting a new ERP software solution.</li> </ul>
<p><b>2.3 Identify Options</b></p>
<p>NexLevel will provide an analysis of ERP software system options including, but not limited to: increased efficiencies; solutions to issues identified in the assessment process; pros and cons; ability or inability to integrate with current stand-alone software systems; and, as needed, recommendations for new software systems to replace stand-alone software systems.</p> <p><b>DELIVERABLE:</b> Vendor Listing and Contact Information</p>
<p><b>2.4 Contact/Survey/Visit Agencies</b></p>

NexLevel will work in tandem with the City Software Selection Committee and include in the process time for the Committee to contact, survey and/or visit selected agencies as part of the evaluation/selection process. NexLevel is experienced at helping clients prepare for site visits and can be available to attend site visits if desired.

**DELIVERABLE:** List of agencies to survey/contact/visit, with contact information.

### **2.5 Findings Workshop**

NexLevel will facilitate a workshop with City staff to review the project status. This ensures that the City stakeholders agree with the results of the work that has been done, and that the plan moving forward is agreed upon by all parties.

**DELIVERABLE:** ERP Project Status Report

## **Phase 3 – Recommendation**

During this phase, NexLevel will work with the City to prepare a Vendor Communication document which will be sent to potential vendors. This document will outline the City's needs objectives and processes. Vendors who are interested in working with the client will schedule demonstrations called "proof of capabilities" (POC) meetings, where they will demonstrate the capabilities of their products utilizing the scripts developed by NexLevel and City personnel. Once POC meetings have been completed, NexLevel will guide the City through the process of deciding upon an ERP vendor. For more information about each step of this phase, please see Table 10 below.

**Table 10 – Recommendation Phase Tasks and Deliverables**

### **3.1 Prepare for Proof-of-Capabilities**

Conducting proof-of-capabilities (POC) sessions with short listed vendors is a key component of the selection process. This provides the vendors with the opportunity to fully demonstrate their solutions using City provided demonstration scenarios and scripts. As part of this task, NexLevel will develop the POC meeting agenda, scenarios, and scripts for the City's review. In addition, NexLevel can facilitate interaction between the City and the vendors to help ensure the vendor is adequately prepared to complete the POC. The POC provides valuable input and helps clarify risk areas for special consideration.

<b>DELIVERABLE:</b> POC Meeting Agenda and Scripts
<b>3.2 Develop Vendor Communication</b>
Develop a vendor communication that outlines the City's needs, objectives, and processes. This communication will also incorporate the POC scripts. Once completed and approved, this document will be sent to the vendors with whom demonstrations are to be scheduled.
<b>DELIVERABLE:</b> Vendor Communication Document
<b>3.3 Facilitate Demonstrations/POC Meetings</b>
NexLevel will facilitate the POC sessions to keep vendors on schedule and ensure all POC scripts are completed. At the conclusion of each vendor POC session, NexLevel will facilitate a debrief meeting with the evaluators to capture feedback and update the evaluation scoring matrix accordingly. This information will be used in the final selection report.
<b>DELIVERABLE:</b> Evaluation Scoring Matrix
<b>3.4 Recommendation Workshop</b>
NexLevel will facilitate a selection workshop with the City's proposal evaluation committee. NexLevel will use a multi-step facilitation process that encourages evaluator participation and helps drive a consensus on the vendor(s) that appear to be the best fit for the City.
<b>DELIVERABLE:</b> Updated Evaluation Scoring Matrix
<b>3.5 Identify Necessary Upgrades</b>
Identify any new or upgraded hardware and/or network infrastructure needed to support the recommended options.
<b>DELIVERABLE:</b> List of required and recommended upgrades

Table 11 - Methodology Roadmap to RFP's Scope of Services maps the City's RFP Scope of Work with NexLevel's proposed methodology. The column on the left contains all of the tasks identified in the Scope of Work from the City's RFP (page8). The column on the right lists the task from NexLevel's scope of work which addresses the task from

the City's scope, as well as any deliverables which NexLevel will produce as part of that task.

**Table 11 - Methodology Roadmap to RFP's Scope of Services**

<b>Task from RFP Scope of Work</b>	<b>NexLevel Proposal Scope of Work</b>
<b>Needs Assessment</b>	<b>Task</b>
<p>1. Consultant will conduct a series of on-site interviews with designated staff to:</p> <ul style="list-style-type: none"> <li>a. Understand the City's current financial management workflow processes, and identify the inefficiencies and limitations due to the current software.</li> <li>b. Understand the budgeting, tracking, reporting, scheduling, purchasing, human resource and reconciling needs of each department and the City as a whole.</li> <li>c. Determine the ability or inability of the City's stand-alone software systems to effectively integrate into a new ERP software solution.</li> <li>d. Determine the effectiveness of existing hardware and/or network infrastructure in supporting a new ERP software solution.</li> </ul>	<p>2.2 Conduct System Requirements Workshops</p> <p>NexLevel will work with the City to identify staff who should participate in the System Requirements Workshops. NexLevel will conduct workshops on-site, utilizing a discussion / interview format, and will provide participants with information prior to the workshops to help them prepare for the discussions.</p> <p>The purpose of the workshops is for NexLevel to gain a full understanding of the City's current financial management workflow processes, along with the budgeting, tracking, reporting, scheduling, purchasing, human resource and reconciling needs of each department and the City as a whole. In addition, the workshops will help NexLevel determine whether or not the City's standalone software systems can effectively integrate into a new ERP software solution, and determine the effectiveness of the City's existing hardware and network infrastructure in supporting a new ERP software solution.</p>
<b>Task from RFP Scope of Work</b>	<b>NexLevel Proposal Scope of Work</b>
<b>Recommendations to be Made</b>	<b>Task</b>

<p>2. Consultant will work in tandem with the Selection Committee and include in the process time for the Committee to contact, survey and/or visit selected agencies as part of the evaluation/selection process. (Optional for Consultant to attend potential site visits.)</p>	<p><b>2.4 Contact/Survey/Visit Agencies</b></p> <p>NexLevel will work in tandem with the Software Selection Committee and allow time for the Committee to contact survey and/or visit selected agencies as part of the evaluation/selection process.</p> <p>During the execution of this task, NexLevel will generate a list of agencies to survey/contact/visit, with contact information.</p>
<p>1. Recommend ERP software system options that will provide effective solutions and increased efficiencies.</p>	<p><b>3.4 Recommendation Workshop</b></p> <p>NexLevel will facilitate a selection workshop with the City's proposal evaluation committee. NexLevel will use a multi-step facilitation process that encourages evaluator participation and helps drive a consensus on the vendor(s) that appear to be the best fit for the City.</p> <p>During this task, the Evaluation Scoring Matrix which was generated before the demonstrations will be updated.</p>
<p>2. Provide an analysis of ERP software system options including, but not limited to: increased efficiencies; solutions to issues identified in the assessment process; pros and cons; ability or inability to integrate with current stand-alone software systems; and, as needed, recommendations for new software systems to replace stand-alone software systems.</p>	<p><b>2.3 Identify Options</b></p> <p>NexLevel will provide an analysis of ERP software system options including, but not limited to: increased efficiencies; solutions to issues identified in the assessment process; pros and cons; ability or inability to integrate with current stand-alone software systems; and, as needed, recommendations for new software systems to replace stand-alone software systems.</p> <p>During this task, NexLevel will develop a list of vendors with systems capable of meeting the City's needs.</p>
<p><b>Task from RFP Scope of Work</b></p>	<p><b>NexLevel Proposal Scope of Work</b></p>



<p>3. Facilitate demonstrations of the recommended ERP software options to the Selection Committee and appropriate managers.</p>	<p>3.3 Facilitate Demonstrations/Proof of Capabilities Meetings</p> <p>NexLevel will facilitate the POC sessions to keep vendors on schedule and ensure all POC scripts are completed. At the conclusion of each vendor POC session, NexLevel will facilitate a debrief meeting with the evaluators to capture feedback and update the evaluation scoring matrix accordingly. This information will be used in the final selection report.</p> <p>As part of this task, NexLevel will develop an Evaluation Scoring Matrix which will allow City stakeholders to more efficiently determine whether or not the systems being demonstrated meets City needs.</p>
<p>4. Identify any new or upgraded hardware and/or network infrastructure needed to support the recommended options.</p>	<p>3.5 Identify Necessary Upgrades</p> <p>NexLevel will identify any hardware and/or network infrastructure which has to be purchased or upgraded to support the recommended system.</p> <p>As part of this task, a list of required and recommended upgrades will be generated.</p>
<p>5. Provide contact information of agencies that are using recommended software systems or components of the systems for the City Software Selection Committee to contact or visit.</p>	<p>2.4 Contact/Survey/Visit Agencies</p> <p>NexLevel will work in tandem with the Software Selection Committee and provide time for the Committee to contact survey and/or visit selected agencies as part of the evaluation/selection process.</p> <p>As part of this task, NexLevel will provide the City with a list of agencies to survey/contact/visit, with contact information.</p>

**EXHIBIT B  
APPROVED FEE SCHEDULE**

**Cost**

Provided in Table 11 is the cost to perform the scope of work, broken out by each of the three phases delineated in our proposal. NexLevel will bill the City monthly for work performed in the previous month, and will invoice according to the City's specifications contained in the RFP. NexLevel agrees to a not-to-exceed arrangement, whereby the City will be billed for the actual hours worked in the previous month, and will not be billed beyond the amount of \$57,915. This arrangement provides the City with a maximum budget amount.

**Table 12 - Cost Summary**

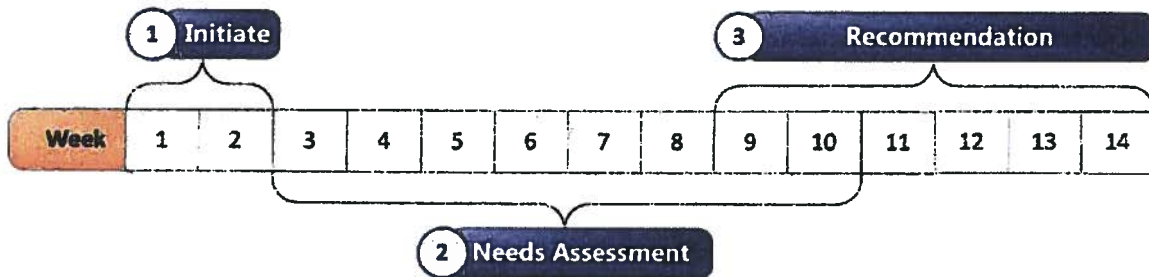
<b>Phase</b>	<b>Level of Effort (Hours)</b>	<b>Cost</b>
Phase 1 - Initiate	24	\$ 3,960
Phase 2 - Needs Assessment	207	\$ 34,155
Phase 3 - Recommendation	120	\$ 19,800
<b>Total Cost</b>	<b>351</b>	<b>\$ 57,915</b>

**Travel Expenses**

In addition to the Cost Summary provided in Table 11, NexLevel anticipates incurring expenses related to travel, including mileage, meals, and lodging during the Needs Assessment phase of the project, along with airfare for Mr. Hackelman. For purposes of budgeting, NexLevel agrees to a not-to-exceed amount of \$3,500 for travel. NexLevel will bill for actual travel expenses incurred as a part of its monthly billing for work performed, will adhere to the allowable contractor expenses delineated in the City's RFP, and will substantiate travel billings with actual receipts.

## EXHIBIT C PROJECT TIMELINE

NexLevel shall begin the project within 10 business days of notification of award. NexLevel has developed a proposed timeline based on our experience and knowledge of the City. The timeline assumes key City staff will be available on a timely basis, and that deliverables are reviewed and approved by the City within 7 business days. Figure 5 below provides the proposed timeline for the entire project. The timeline is based on our experience with similar projects.



**Figure 5 - Project Timeline**

Note that the timeline above is based on the information we have available to us at this time. Software vendor availability and City obligations may impact this timeline.

One of the initial tasks in the proposed scope of work will be to meet with the City to develop and finalize a detailed work plan. The work plan will include a detailed timeline that identifies each task and resource that will participate in the project. Once approved by both Parties, that timeline will replace this Exhibit C.

# ERP Software Consulting Services

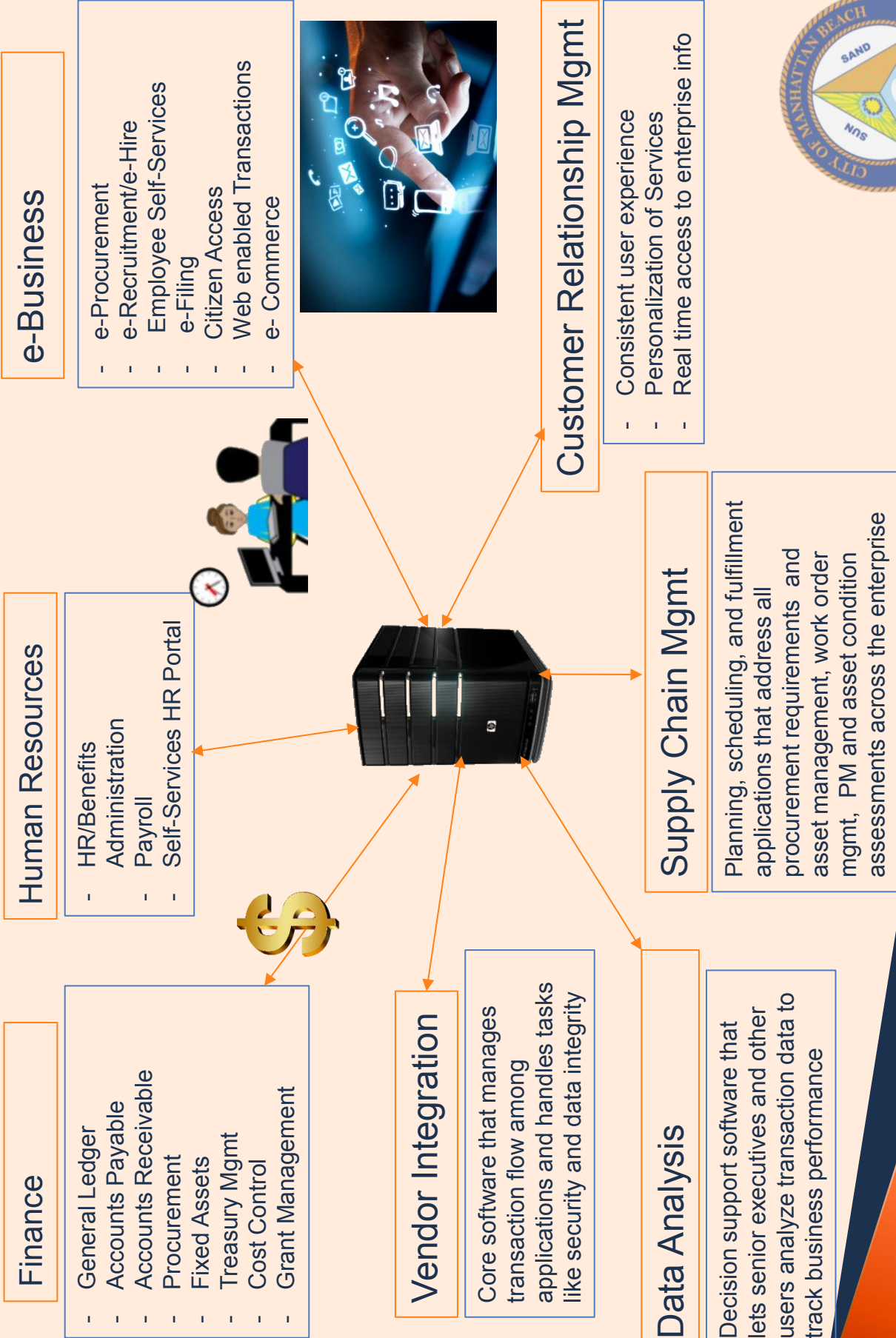


# What is ERP?

**Enterprise resource planning (ERP)** software is set of core functional applications that automate business processes for Finance and Human Resources as well as integrate other back office functions to support business application such as Document Management, Accela, inventory and work order management, and customer relationship management (CRM). At its most basic level, ERP software integrates these various functions into one complete system to streamline processes and information across the entire organization.



# ERP Functionality



# ERP Business Needs Assessment

- ▶ Current ERP (Tyler Technologies Eden) solution was implemented in 1997, almost 20 year old
- ▶ The I.S. Master Plan indicated that we should invest in upgrades and additional modules to address automation concerns
- ▶ Before committing to investing in enhancements staff felt an evaluation of our existing system is necessary
- ▶ Industry Best Practices strongly suggest that an independent ERP consultant:
  - Perform an assessment of existing environment
  - Make recommendation for process improvement\automation of paper processes
  - Suggest vendor solutions that would be a good FIT and most cost effective for the City



# ERP Business Needs Assessment

- ▶ City issued an RFP for ERP Software Consulting Services
- ▶ Received 11 proposals and interview top 5 firms
- ▶ Staff selected NexLevel as the firm best positioned to successfully facilitate and guide the process
- ▶ The selection was based on NexLevel's:
  - Comprehensive response to the RFP
  - Strong understanding of the scope of services
  - Their project team members
  - Experience in providing technology consulting services for **87** public sector clients in California
- ▶ As a result of the proposal, research and interviews, staff recommends the City Council award a contract to Nexlevel Information Technology, Inc. to provide ERP software consulting services in the amount of \$61,415
- ▶ General Fund appropriation necessary due to change of fiscal year





**Agenda Date:** 7/19/2016

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Liza Tamura, City Clerk  
Matthew Cuevas, Management Analyst  
Martha Alvarez, Senior Deputy City Clerk

**SUBJECT:**

Appointment of Seat No. 5 of the Parks and Recreation Commission (Commissioner Thomas Allard) (City Clerk Tamura).

**APPOINT**

---

**RECOMMENDATION:**

Staff recommends the City Council appoint a qualified candidate to the vacant Seat No. 5 of the Parks and Recreation Commission.

**FISCAL IMPLICATIONS:**

There is no fiscal implications associated with the recommended action.

**BACKGROUND:**

At the May 3, 2016, Regular City Council meeting, the City Council declared Seat No. 5 of the Parks and Recreation Commission vacant due to the unexpected passing of Commissioner Thomas Allard. The City Council also directed the City Clerk's office to advertise the vacancy to the public and accept applications from qualified candidates.

At the June 7, 2016, Regular City Council meeting, staff was directed to extend the application deadline for the vacant Seat No. 5 (Older Adult Seat) of the Parks and Recreation Commission, in order to receive more applications and increase the size of the applicant pool. The City Council also needed to establish a date and time to conduct interviews of the qualified candidates for the vacant seat. At this point in time a definitive date had yet to be determined. The deadline to submit applications was extended to Thursday, June 9, 2016, at 5:30 PM.

This item was then presented to City Council at the June 21, 2016 Regular City Council

meeting, where it was recommended continuing the item to the July 5, 2016 Regular City Council meeting. Unfortunately, interviews of qualified candidates had yet to be conducted due to scheduling conflicts. At the July 5, 2016 Regular City Council meeting, City Council established July 7, 2016, as the date to conduct Boards and Commissions interviews for the vacant Seat No. 5 (Older Adult Seat) of the Parks and Recreation Commission.

**DISCUSSION:**

*Parks and Recreation Commission:*

The Parks and Recreation Commission is responsible for the recreational needs of all citizens, and shall promote supervised public recreation within the City. The Commission consists of seven (7) members: five (5) at large members, one (1) representative from the Manhattan Beach Unified School District and one (1) Mira Costa High School student. The Commission meets the 4th Monday of every month at 6:30 PM.

The current vacancy is for Seat No. 5 which is the Older Adult seat of the Parks and Recreation Commission. In order to be eligible for this seat, a candidate must be a resident of Manhattan Beach, a registered voter and meet the age requirement of 55 years or older.

Individuals interested in serving on the Parks and Recreation Commission include:

- Sue Allard
- Robert Allen Monzingo
- Mary Morigaki
- Robert Reimert
- Betsy Rubino
- Kenneth Weiner

The City's municipal code states that "if a vacant seat has more than eighteen (18) months remaining in its term, the new member would complete the original term and then seek reappointment via the regular procedures for the next three (3) year term" (Title 2, Chapter 2.44, Section 2.44.070 - Vacancies).

The current vacant seat on the Parks and Recreation Commission has 22 months remaining for the current term. Commissioner Allard's original term for Seat No. 5 of the Parks and Recreation Commission was set to expire on May 31, 2018; therefore, the succeeding appointee selected by City Council would be eligible for reappointment for another three year term upon the expiration of this remaining term.

**PUBLIC OUTREACH/INTEREST:**

The City Clerk's office conducted extensive outreach regarding the vacant Parks and Recreation Commissions seat by posting advertisements on the display boards at City Hall, posting notices on the City's website and e-notified the vacancy to over 900 e-notification subscribers. Additionally, a notices were advertised in the Beach Reporter in the May 12, 2016 and May 19, 2016 editions, and also distributed through the City's social media platforms, including Facebook and Twitter.

**ENVIRONMENTAL REVIEW:**

The City has reviewed the proposed activity for compliance with the California

Environmental Quality Act (CEQA) and has determined that there is no possibility that the activity may have a significant effect on the environment; therefore, pursuant to Section 15061(b)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

**LEGAL REVIEW:**

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

**Attachment:**

1. Advertisements from The Beach Reporter, published May 12, 2016 and May 19, 2016



## YOU CAN MAKE A DIFFERENCE

The City of Manhattan Beach is Seeking Community-Spirited People to Fill a Vacancy on the City's Boards and Commissions.

**The Following Commission Will Have a Vacancy  
Effective May 3, 2016:**

### **Parks and Recreation Commission (1 Seat - Older Adult Seat)**

On Tuesday, June 7, 2016, the City Council will consider all qualified applications and appoint a new member to the Parks and Recreation Commission.

To be considered for this Commission seat:

You must be a **resident** of Manhattan Beach, a **registered voter** and **meet the requirements for the Older Adult Seat**. In order to be considered for the Older Adult Seat, applicants must be a resident of Manhattan Beach, a registered voter, and meet the age requirement of 55 or older.

Please submit your application to the:

Office of the City Clerk  
1400 Highland Avenue  
Manhattan Beach, CA 90266  
**By 5:30 P.M. on  
Tuesday, May 31, 2016**

Applications are Available at City Hall or on the City's Boards and Commissions Webpage. For more information please call:  
(310) 802-5056

Participating on a Board or Commission is a Great Way to Get Involved in Your Community and Make a Difference!

BR 801254 0512





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You must be a **resident** of Manhattan Beach, a **registered voter** and **meet the requirements for the Older Adult Seat**. In order to be considered for the Older Adult Seat, applicants must be a resident of Manhattan Beach, a registered voter, and meet the age requirement of 55 or older.

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PR 801234 0512



**Agenda Date:** 7/19/2016

---

**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Liza Tamura, City Clerk  
Quinn Barrow, City Attorney  
Matthew Cuevas, Management Analyst

**SUBJECT:**

Consideration of Potential Election Date Change Alternatives to Meet the California Voter Participation Rights Act (California State Senate Bill 415) Requirements for the City of Manhattan Beach Including Introduction of Ordinance No. 16-0014 Changing the City's Election Date and Extending Current Elected Officials Terms by Eight Months (City Clerk Tamura).

**DISCUSS AND PROVIDE DIRECTION; WAIVE FURTHER READING AND INTRODUCE ORDINANCE NO. 16-0014**

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**EXPLANATION FOR REVISED STAFF REPORT - POSTED ON FRIDAY, JULY 15, 2016**

The staff report posted on Wednesday, July 13, 2016, incorrectly stated that the date intervals for the current terms for the City's elected officials would be extended "one year" instead of the correct "eight months". This revised version corrects this error and also provides the following link to SB 415

([http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201520160SB415](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB415)) for City Council and public review. Please disregard the previous version of this staff report.

**RECOMMENDATION:**

Council consideration of waiving further reading and introducing Ordinance No. 16-0014, which would change the City's election date from March 2017 to November 2017 and would extend the current terms of the City's elected officials by eight months. The City Council may also consider other potential election date change alternatives for future municipal elections for the City of Manhattan Beach.

**FISCAL IMPLICATIONS:**

The fiscal implications associated with the passage of this new state legislation will impact the City's finances when it conducts its municipal election. On average, for the past five municipal elections, the City Clerk's office has budgeted approximately \$73,735 to conduct the municipal election every other odd-numbered year in March. City staff will utilize this amount as a baseline

for future budgeting of municipal elections with relevant cost increases factored into future years to account for supplies, postage and election materials.

**BACKGROUND:**

At the June 7, 2016 Regular City Council meeting, City Council directed staff to prepare a draft resolution to change the next election date from March 2017 to November 2017, as a first step in complying with SB 415 requirements. In conducting the research for the proposed resolution, it was determined that an ordinance is necessary to facilitate the legal change of election dates.

The California Voter Participation Rights Act (SB 415) was passed on September 1, 2015. This new legislation prohibits a local government from holding an election on any date other than a statewide election date if doing so in the past has resulted in a significant decrease in voter turnout. This new law will go into effect on January 1, 2018. SB 415 requires cities with insufficient voter turnout, prior to January 1, 2018, to adopt a plan to consolidate its election with the statewide election no later than the November 8, 2022 statewide general election.

**DISCUSSION:**

As noted above, at the June 7, 2016 Regular City Council meeting, City Council directed staff to prepare a draft resolution to change the next election date from March 2017 to November 2017. The attached draft ordinance is the first step of Option 2, which was chosen by the City Council at the June 7, 2016 Regular City Council meeting. ([The previous staff report and subsequent options from the June 7, 2016 meeting can be reviewed through this link <https://manhattanbeach.legistar.com/LegislationDetail.aspx?ID=2740290&GUID=485BA709-A505-4604-99D0-1A8680E00C0C>](https://manhattanbeach.legistar.com/LegislationDetail.aspx?ID=2740290&GUID=485BA709-A505-4604-99D0-1A8680E00C0C)). Option 2 calls for extending current elected City officials' terms in a two-step process. The attached draft ordinance is the first step in proceeding with Option 2 and would extend current elected officials terms by eight months. This ordinance would extend three current City Councilmember terms from March 2017 to November 2017, and two current City Councilmember terms from March 2019 to November 2019.

As reported in the staff report for the June 7, 2016, City Council meeting, Elections Code Section 10403.5(b) requires that "no term of office shall be increased or decreased by more than 12 months ..." which limits the options available to Manhattan Beach in complying with SB 415. Typically, when faced with changes in state law addressing election dates, cities will increase terms, rather than decrease terms. However, here, the City's regular election is in March of odd years, which means that any term increase to June or November of the following even year exceeds the 12 month cap imposed by Elections Code Section 10403.5(b). Thus, the City would need to conduct stand-alone municipal elections in November 2017 and November 2019. The terms of office would then run from November 2017 to November 2021, and from November 2019 to November 2023 respectively.

If City Council decides to adopt Ordinance No. 16-0014, staff would move forward with step two of the process prior to January 1, 2018. SB 415 requires that the City enact a plan so that the City's municipal election is consolidated with statewide general elections held in either June or November of even-numbered years. In addition to considering Ordinance No. 16-0014, the City Council may also weigh other options available for changing the City's future municipal election date.

As previously reported, the City can satisfy the requirements of SB 415, in a number of different ways, including the options below:



**Option 1:** Decrease the term starting in March 2017 by four months (March of an odd year, to the prior November of an even year). Decreasing the term for the March 2019 election by four months would also comply with SB 415's requirement that the City consolidate its election with a statewide election prior to November 2022. In either case the election would be held in November 2022.

**Option 2:** Step 1: Extend current elected City officials' terms to November of 2017, and conduct a municipal election in November 2017. Step 2: This would also require a second change to the election date to June or November of an even year.

**Option 3:** Wait until the end of 2017 to see if the State Legislature will change SB 415. As part of this option, the Council may want to pursue joining in a possible petition effort.

#### **PUBLIC OUTREACH/INTEREST:**

In accordance with City Council direction from the June 7, 2016 City Council meeting, staff placed a half-page advertisement in the June 23, 2016; June 30, 2016, and a quarter page ad in the July 14, 2016 editions of the Beach Reporter. City staff also distributed notices through the City's social media platforms including Twitter and Facebook, as well as two e-notifications to 805 subscribers. In addition, an online topic was also created on the City's Open City Hall forum to gather additional input from the community. At the time the agenda packet was assembled, the Open City Hall topic garnered 59 visitors and 12 responses which is equal to 36 minutes of public comment (attached).

#### **ENVIRONMENTAL REVIEW:**

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

#### **LEGAL REVIEW:**

The City Attorney has reviewed the draft ordinance and "Approved as to Form." In the event the City Council does not introduce this ordinance, the City Attorney and City Clerk will collaborate to accomplish the direction provided by City Council to ensure the City will be in full compliance with this new legislation as follows:

- The City will enact a plan by January 1, 2018, to hold the City's municipal election in either June or November of even-numbered years by November 2022.

#### Attachments:

1. Ordinance No. 16-0014
2. Advertisements in June 23, 2016, June 30, 2016, and July 14, 2016 Editions of the Beach Reporter
3. Open City Hall Forum Responses
4. PowerPoint Presentation from June 7, 2016 City Council Meeting
5. Public Comment - Tim Lilligren
6. Public Comment - Jan Dennis

## ORDINANCE NUMBER 16-0014

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH CHANGING THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION FROM THE FIRST TUESDAY IN MARCH OF ODD NUMBERED YEARS TO THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER OF ODD NUMBERED YEARS BEGINNING IN NOVEMBER 2017

### RECITALS

WHEREAS, the City's general municipal elections are currently held on the first Tuesday in March of odd numbered years;

WHEREAS, California Senate Bill 415 mandates that, by January 1, 2018, the City consolidate its general municipal election with one of the two statewide general elections no later than November 8, 2022;

WHEREAS, the California Elections Code authorizes the City to change the date of its general municipal election to any established election date listed in Elections Code Section 1000;

WHEREAS, the City desires to change its general municipal election to the first Tuesday after the first Monday in November of 2017, an established election date listed in Elections Code Section 1000;

WHEREAS, in order to accomplish the change in election date, the term of incumbent City Elected Officers who would otherwise be up for election in March 2017 shall be extended from March 2017 to November 2017, and the term of incumbent City Councilmembers who would otherwise be up for election in March 2019 shall be extended from March 2019 to November 2019; and

WHEREAS, by rescheduling the City's general municipal election, the City will not increase or decrease any term of office by more than 12 months.

NOW THEREFORE THE MANHATTAN BEACH CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Pursuant to the California Elections Code, the City Council hereby changes the City's general municipal election from March of odd numbered years to November of odd numbered years, effective in 2017.

Section 2. The terms of office of those elected officers presently serving whose terms would previously have expired in March 2017, shall instead, continue in their offices until certification of the results and administration of oaths of office after the November 2017 general municipal election. The terms of office of those members of the City Council elected in March 2015 whose terms would previously have expired in March 2019, shall instead, continue in their offices until certification of the results and administration of oaths of office after the November 2019 general municipal election.

PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> Day of July, 2016.

Ayes:  
Noes:  
Absent:  
Abstain:

---

Tony D'Errico  
Mayor, City of Manhattan Beach

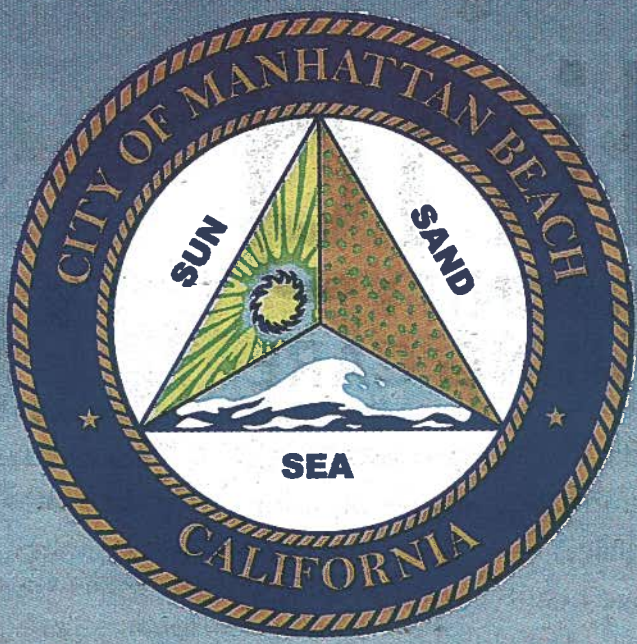
ATTEST:

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Liza Tamura, City Clerk







# OPTIONS FOR ELECTION DATE CHANGE

(STATE MANDATE - SB 415)

A new State law (SB 415) recently passed by the State legislature requires the City to consolidate its municipal elections with statewide elections in June or November of even-numbered years. The City currently has its regular municipal election in March of odd years. Accordingly, state law requires the City to develop a plan prior to January 1, 2018 to change its election date to either June or November of even-numbered years no later than the November 8, 2022 statewide general election.

On June 7, 2016, the City Council discussed possible alternatives to comply with SB 415. At that meeting the City Council directed staff to prepare a resolution to extend the terms of elected officials.

At the upcoming July 19, 2016 City Council Meeting, the City Council will consider various options to change the terms of the City's elected officials. The City Council invites you to attend the public hearing or provide your opinion at:

[www.citymb.info/opencityhall](http://www.citymb.info/opencityhall)

## MB Father's Day Volleyball Tournament



Dozens of dads and kids turned out for the second annual Father's Day volleyball tournament in Manhattan Beach last weekend. In left photo: Parker Saikley (front row, left), Luke Saikley and Cami Johnson. Back: J Saikley and Grant Johnson. photos by Araby P.



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OW / from 10

...a walk around the grounds when they  
...ne across a Filipino band sitting and  
...cticing the "Star Spangled Banner" for  
...rogram later that day. Bostrom said her  
...her told her to wait by a tree. He walked  
...to the band leader and said a few words.  
..."When we left, they were all standing  
...d playing," Bostrom said. "My dad said:  
..."When you play the 'Star Spangled Banner,'  
...u stand! When you hear the 'Star Spangled  
...anner,' you stand! When you sing the 'Star  
...ngled Banner,' you stand!" It made a big  
...pression on me, and that, among many other  
...asons, is probably why I'm so patriotic."  
...On April 9, 1945, Bostrom and her fam-  
...y were placed on a hospital ship to San  
...ncisco.  
..."A Japanese submarine was going to  
...and sink us, a hospital ship," Bostrom

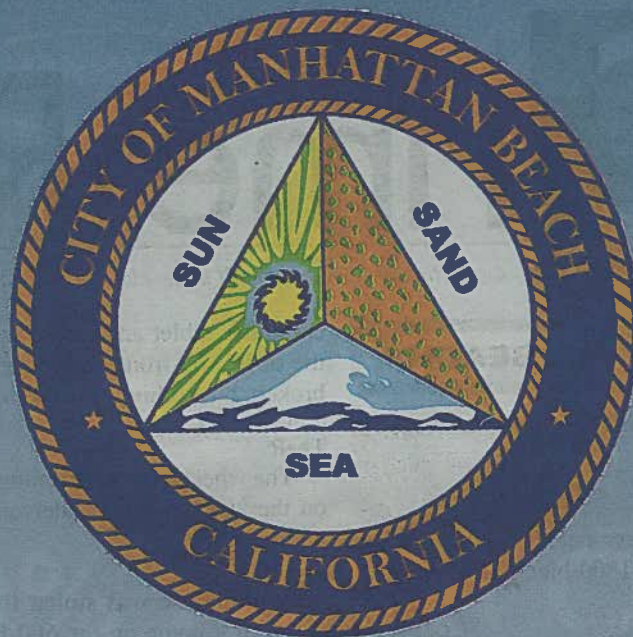
said. "But luckily, we had a sub-hunting  
destroyer escorting us. So they shot the sub-  
marine and sunk it."

Bostrom, now 79, spent most of her  
life in Santa Monica, where family moved  
shortly after returning to America. She later  
moved to Manhattan Beach, where she lived  
for 14 years. She now lives in Torrance with  
her husband and is an active member of  
Daughters of the American Revolution.

Before retiring, Bostrom worked at  
Hughes Aircraft as a communications satel-  
lite business manager for 41 years.

In February 2009, Bostrom attended  
an ex-prisoner of war reunion in the San  
Francisco area. After the three-day-reunion,  
Bostrom, along with 40 others, returned to  
the Philippines to visit the camps.

When asked if she had forgiven the  
Japanese, Bostrom replied: "Well, of course.  
It is one of the tenets of Christianity. We do  
forgive."



# OPTIONS FOR ELECTION DATE CHANGE

(STATE MANDATE - SB 415)

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State legislature requires the City to consolidate  
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At the upcoming July 19, 2016 City Council  
Meeting, the City Council will consider various  
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officials. The City Council invites you to attend  
the public hearing or provide your opinion at:

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Faucets, Shower Head,  
Plumbing, Shower Doors



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# OPTIONS FOR ELECTION DATE CHANGE

(STATE MANDATE - SB 415)

A new State law (SB 415) recently passed by the State legislature requires the City to consolidate its municipal elections with statewide elections in June or November of even-numbered years. The City currently has its regular municipal election in March of odd years. Accordingly, state law requires the City to develop a plan prior to January 1, 2018 to change its election date to either June or November of even-numbered years no later than the November 8, 2022 statewide general election.

On June 7, 2016, the City Council discussed possible alternatives to comply with SB 415. At that meeting the City Council directed staff to prepare a resolution to extend the terms of elected officials.

At the upcoming July 19, 2016 City Council Meeting, the City Council will consider various options to change the terms of the City's elected officials. **The City Council invites you to attend the public hearing or provide your opinion at:**

**[www.citymb.info/opencityhall](http://www.citymb.info/opencityhall)**

BR 621790.0707

# Options for Election Date Change

*Moving the City's Municipal Elections to an Even-Numbered Year*

All On Forum Responses sorted chronologically

As of July 13, 2016, 6:30 PM



*Open City Hall is not a certified voting system or ballot box. As with any public comment process, participation in Open City Hall is voluntary. The responses in this record are not necessarily representative of the whole population, nor do they reflect the opinions of any government agency or elected officials.*



# Options for Election Date Change

*Moving the City's Municipal Elections to an Even-Numbered Year*

As of July 13, 2016, 6:30 PM, this forum had:

Attendees:	61
On Forum Responses:	12
Minutes of Public Comment:	36

This topic started on June 23, 2016, 10:26 AM.

# Options for Election Date Change

Moving the City's Municipal Elections to an Even-Numbered Year

## Responses

Based on the options in the staff report, please indicate which option you prefer for consolidating the City's elections. You may also provide any additional comments/suggestions regarding this topic.

Answered 12

Skipped 0

1 2016 3 4 b candidates choice **council** current cycle during  
elected election elections even general get hold known m march  
**members** months new next november **option**  
participation s serve **term** terms then time turnout until vote **voter**  
**voters** year

---

## Options for Election Date Change

Moving the City's Municipal Elections to an Even-Numbered Year

Name not shown inside City Limits

July 12, 2016, 5:19 PM

Please read the staff report here for more information and to review the various options presented to City Council.

**Based on the options in the staff report, please indicate which option you prefer for consolidating the City's elections. You may also provide any additional comments/suggestions regarding this topic.**

Option 2, extend the terms of current Councilpersons.

## Options for Election Date Change

Moving the City's Municipal Elections to an Even-Numbered Year

Gary Osterhout inside City Limits

July 10, 2016, 6:31 PM

Please read the staff report here for more information and to review the various options presented to City Council.

**Based on the options in the staff report, please indicate which option you prefer for consolidating the City's elections. You may also provide any additional comments/suggestions regarding this topic.**

Option 3. There is a reason that we want our elections away from the general election, to remove national/state/county politics from our selection processes. Those building campaign organizations for the non-local offices could then easily also then run their own city council candidates with non-local agendas. With a couple bad exceptions, M.B. has been relatively free of partisan politics.

I don't like that Option 1 will advance the next election such that candidate filings would seem to be required by the beginning of August, just a few weeks away. It disturbs me that the City has known of this change but has not acted until the last minute, which might catch a likely candidates unaware.

Wait, and get the legislation overturned. There are known practical and proven ways to increase voter participation in local elections and in civic life in general, but M.B. councils never seem to want to explore those techniques.

## Options for Election Date Change

Moving the City's Municipal Elections to an Even-Numbered Year

Name not shown inside City Limits

July 7, 2016, 6:49 PM

Please read the staff report here for more information and to review the various options presented to City Council.

**Based on the options in the staff report, please indicate which option you prefer for consolidating the City's elections. You may also provide any additional comments/suggestions regarding this topic.**

1) Decrease the term starting in March 2017 by three months (March of an odd year, to the prior November of an even year).

## Options for Election Date Change

Moving the City's Municipal Elections to an Even-Numbered Year

Jacob Rome inside City Limits

July 6, 2016, 8:56 PM

Please read the staff report here for more information and to review the various options presented to City Council.

**Based on the options in the staff report, please indicate which option you prefer for consolidating the City's elections. You may also provide any additional comments/suggestions regarding this topic.**

Voter turnout in general elections, November of even numbered years, is really phenomenal. It's something that 90% of registered to vote turned out during the historic 2008 election; 2014 had the lowest voter turnout of the past 4 elections, and it was still near 50%. Rates hovering near 20% during city elections are a stark contrast.

It seems obvious that low voter turnout is a massive problem for city council elections, and the obvious solution is to move the election to November of even numbered years, and the sooner the better. That's why I support holding city elections in November 2016, with induction delayed until the normal swearing in time. That city council term would be abbreviated by 3 months, staying on target for the next election in November 2018 with induction soon after that.

Manhattan Beach should lead the way in promoting participatory democracy. What a great message it will send to young people that this city could quadruple voter turnout in a single election cycle. Holding the election in November 2016 will bring in a wave of new voters, and thus ensure our elected City Council better represents our city.

Looking forward to voting for my next city council people in 4 short months at the same time I vote for the next President. Perfect!

## Options for Election Date Change

Moving the City's Municipal Elections to an Even-Numbered Year

Name not shown inside City Limits

July 6, 2016, 4:05 PM

Please read the staff report here for more information and to review the various options presented to City Council.

**Based on the options in the staff report, please indicate which option you prefer for consolidating the City's elections. You may also provide any additional comments/suggestions regarding this topic.**

Todd Dipaola sent out a mass email mailing urging everyone to vote for a November 2016 election. I don't like being told how to think. I feel 2016 year is not enough time and it will favor incumbents and discourage new candidates. That is not democracy. I believe option 2 (term extension) is the best choice. That will allow the current, experienced City Council to complete their work and allow new candidates time to learn about city government, get name recognition and campaign.

## Options for Election Date Change

Moving the City's Municipal Elections to an Even-Numbered Year

Tami Zamrazil inside City Limits

June 25, 2016, 4:08 PM

Please read the staff report here for more information and to review the various options presented to City Council.

**Based on the options in the staff report, please indicate which option you prefer for consolidating the City's elections. You may also provide any additional comments/suggestions regarding this topic.**

Option 1: hold council elections in November 2016 and new council members will have a shortened term. I prefer this choice because it allows us to implement the changes immediately, with maximum voter turnout and minimum cost, without disrupting the current council members' terms.



## Options for Election Date Change

Moving the City's Municipal Elections to an Even-Numbered Year

Don Trucker inside City Limits

June 24, 2016, 10:30 AM

Please read the staff report here for more information and to review the various options presented to City Council.

**Based on the options in the staff report, please indicate which option you prefer for consolidating the City's elections. You may also provide any additional comments/suggestions regarding this topic.**

Hold our council election in November 2016 during the presidential election. Inaugurate the new council members in March after the 3 expiring terms finish. This results in a 4 month shorter term for newly elected members. That way council members serve term lengths known to the voters, and very importantly, we get on cycle as soon as possible. Thanks, D. Trucker

## Options for Election Date Change

Moving the City's Municipal Elections to an Even-Numbered Year

Janice Champion inside City Limits

June 24, 2016, 6:12 AM

Please read the staff report here for more information and to review the various options presented to City Council.

**Based on the options in the staff report, please indicate which option you prefer for consolidating the City's elections. You may also provide any additional comments/suggestions regarding this topic.**

I prefer option #1, "Decrease the term starting in March 2017 by 3 months..." It seems the easiest, fastest and least disruptive option.

## Options for Election Date Change

Moving the City's Municipal Elections to an Even-Numbered Year

Todd Dipaola inside City Limits

June 24, 2016, 12:15 AM

Please read the staff report here for more information and to review the various options presented to City Council.

**Based on the options in the staff report, please indicate which option you prefer for consolidating the City's elections. You may also provide any additional comments/suggestions regarding this topic.**

I'm on the board of common cause, who sponsored this legislation to ensure cities are responsive to their voters. Manhattan Beach's turnout demonstrates that our city is very active in voting on normal days but uninterested in off cycle elections. We should act swiftly to remedy this.

We should hold our council election at the same time at this Presidential election in November 2016. Wait 4 months until inauguration of the new councilmembers. Then new council will have a 4 month shorter term when elected into a transition term and current council can serve a full term.

This proposal allows immediate changes for voter participation while giving each council member the full term the voters elected them to serve.

## Options for Election Date Change

Moving the City's Municipal Elections to an Even-Numbered Year

Steven Kleiner inside City Limits

June 23, 2016, 9:06 PM

Please read the staff report here for more information and to review the various options presented to City Council.

**Based on the options in the staff report, please indicate which option you prefer for consolidating the City's elections. You may also provide any additional comments/suggestions regarding this topic.**

Option 3, and I recommend joining the petition to modify or repeal SB 415.

## Options for Election Date Change

Moving the City's Municipal Elections to an Even-Numbered Year

Name not shown inside City Limits

June 23, 2016, 7:07 PM

Please read the staff report here for more information and to review the various options presented to City Council.

**Based on the options in the staff report, please indicate which option you prefer for consolidating the City's elections. You may also provide any additional comments/suggestions regarding this topic.**

Option A

## Options for Election Date Change

Moving the City's Municipal Elections to an Even-Numbered Year

Dan Stern inside City Limits

June 23, 2016, 6:56 PM

Please read the staff report here for more information and to review the various options presented to City Council.

**Based on the options in the staff report, please indicate which option you prefer for consolidating the City's elections. You may also provide any additional comments/suggestions regarding this topic.**

Move to general election in November. Minimal cost, maximum participation.

# **Report on California Voter Participation Rights Act (SB 415)**

Agenda Item No. 11

June 7, 2016  
City Clerk Tamura







# Option A – Shorten Term 2019-2022



2019		2022	
<b>January</b> Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>February</b> Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	<b>March</b> Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>April</b> Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
<b>May</b> Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>June</b> Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	<b>July</b> Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	<b>August</b> Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
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2023			
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# Option B

## Extend Terms in Two Step Process

▲ **Step 1:**

Elected Year:

2013



Extension of Terms:

March 2017 – November 2017



2015



March 2019 – November 2019



# Option B

## Extend Terms in Two Step Process

### ▶ Step 2:

Elected Term:

Extension of Terms:

November 2017-November 2021

June 2022 or November 2022



November 2021

June 2022

November 2022

November 2019-November 2023

June 2024 or November 2024



November 2023

June 2024

November 2024



# Option C

## ▶ Defer action until 2017

- Currently, some cities seeking an amendment to provide potential legislative solution.
- A number of cities are considering circulating a petition seeking an alternate solution to increase voter participation and to allow the continuance of stand-alone elections.



RECEIVED  
CITY CLERK'S OFFICE  
2016 JUL -5 PM 1:32

Tim Lilligren  
Manhattan Beach City Treasurer

Honorable Mayor D'Errico and Councilmembers  
1400 Highland Ave.  
Manhattan Beach, CA 90266

Dear Mayor and Councilmembers,

I am writing this to express my opposition to the proposed resolution concerning SB 415, the changes in the City's election dates, as directed by Council at the June 7 meeting. This is not to argue the merits of SB 415, though I think that deserves more publicity and debate than what was given.

As you know from the times you each have served on Council I stay out of council business. However, since I intend to be involved in the March 2017 election, and the proposed changes affect that election, I feel it necessary to state my opinion,

What I have discovered researching SB 415 is that there is no urgency to take action July 19. In fact, a plan of action does not need to be voted on until January 1, 2018 and not implemented until 2022. In addition, I am hearing there is now an attempt to amend the original bill.

At this time I believe it is unwise and inappropriate to take action that results in lengthening our current terms and then necessitating lengthening a future term for a total up to 20 months. Since moving the March 2017 election to November 2017 yields no gains in terms of greater voter participation, it will be similar to the March election. It isn't until the step 2 when the November 2021 election gets moved to either the June or November 2022 that the voter participation increases.

**My proposal is this:** Wait to learn the results of attempts to amend. If this requirement does not remain then have a community discussion about election changing election dates or leaving as is. If not amended, what more sense and easier to implement is to move the March 2021 election to November 2020 and get the same results in terms of increased voter participation and full compliance with SB 415. It's a simple one step process that gets you to your stated goal 2 years earlier than your proposal. The terms currently beginning 2019 would have a similar change to November 2022.

To lengthen our terms in a complicated 2 step process when a simple 1 step process of shortening our terms is available would invite more speculation that we typical self-serving politicians taking advantage of the new state law to lengthen our time in office. To that, I want no part.

Sincerely,



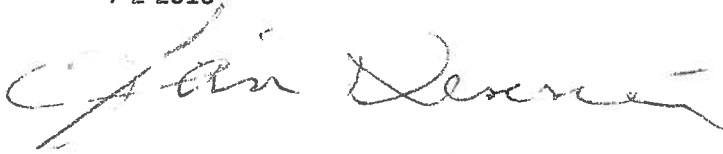
Tim Lilligren  
City Treasurer

It is rare for a City Council to be given the opportunity to remain in office for an additional period of time beyond their elected term. In this case due to the State Mandated Law SB 415, the City of Manhattan Beach will have the option of having the next City election simultaneously with the State wide elections in June or Federal elections in November of 2017. Regardless of which date is chosen it will save tax payers money.

Should the City Council elect to have the City election in November, the extension would be a wonderful opportunity for the five present Council members, who have been working together for the past several years, to resolve projects that are still on the books. This ability for an extension of time is also important to see that the new two-year City budget is carried out in the terms negotiated by this Council.

Jan Dennis

7-2-2016



RECEIVED  
CITY CLERK'S OFFICE  
2016 JUL 13 PM 6:17



**Agenda Date:** 7/19/2016

---

**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Quinn M. Barrow, City Attorney

**SUBJECT:**

Second Reading of Ordinance No. 16-0010 Prohibiting Targeted Residential Picketing (City Attorney Barrow).

**ADOPT ORDINANCE NO. 16-0010**

---

**RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance No. 16-0010 prohibiting targeted residential picketing.

**FISCAL IMPLICATIONS:**

There are no fiscal implications associated with the recommended action.

**BACKGROUND:**

Pursuant to City Council direction, staff drafted an ordinance prohibiting targeted residential picketing for Council consideration at its July 5, 2016 Council Meeting. At that meeting, the Council heard testimony from a resident who has experienced picketing in front of his residence. He stated that he and his neighbors felt threatened and harassed by the picketing. After public testimony was received, the City Council introduced the ordinance by a 4-0-1 vote, with Councilmember Burton abstaining.

**DISCUSSION:**

The act of picketing, as a means of expressing thoughts or ideas, is a form of speech that is protected under the First Amendment. When speech occurs in a traditional public forum such as the sidewalk or street, the government may impose time, place, and manner restrictions so long as those restrictions are (1) content-neutral; (2) narrowly tailored to serve a significant government interest; and (3) leave open ample alternative channels of communication. Courts have upheld ordinances that prohibit "targeted residential picketing" provided the restrictions are (1) content-neutral; (2) narrowly tailored to serve a significant government interest; and (3) leave open ample alternative channels of communication.

Targeted picketing at particular homes has become a problem in many communities. A number of cities have adopted ordinances prohibiting targeted residential picketing, based upon the following findings: (1) protecting the well-being, tranquility, and privacy of the home is a significant government interest; (2) One benefit of the privacy enjoyed by citizens within their residences is the ability to avoid unwanted speech; (3) Picketers who target a particular residence generally do not seek to disseminate a message to the general public, but seek to harass the targeted resident, intruding upon residential privacy; (4) A “buffer zone” creates a minimum zone of protection for residents from unwanted harassment and intimidation, but does not prevent picketers from disseminating their message to the general public or to local residents; and (5) The proposed prohibitions and buffer zones leave open ample alternative avenues for communicating messages and ideas by those who wish to picket or protest in the City. Those cities also stated that the intent of the ordinance is to protect what the courts have called the “captive audience” inside the targeted homes without stifling speech that is protected by the First Amendment. In the event the Council adopts the ordinance, the ordinance will be based upon the above findings.

Such ordinances have been upheld by the courts, provided they are narrowly drawn. In 1988, the United States Supreme Court, held that: (1) the municipal ordinance prohibiting picketing before or about residence or dwelling of any individual does not ban all picketing in residential areas, but, rather, prohibits only focused picketing taking place solely in front of particular residence, and (2) the ordinance serves significant government interest of protecting residential privacy, and is narrowly tailored, and thus does not violate First Amendment. In a case involving San Jose, the court upheld a 300 foot buffer. The attached draft ordinance prohibits targeted residential picketing “within 150 feet of a particular residential dwelling or within 75 feet of the lot on which the targeted residential dwelling is located, whichever is greater.” The ordinance defines “targeted residential picketing” as “Picketing activity that is targeted at a particular residential dwelling and proceeds on a definite course or route in front of or around that particular residential dwelling.”

**POLICY ALTERNATIVE:**

Do not conduct second reading, which would mean that the ordinance is not adopted at this time.

**PUBLIC OUTREACH/INTEREST:**

After analysis, staff determined that public outreach was not required for this issue.

**ENVIRONMENTAL REVIEW**

The prohibition contemplated in this ordinance is not a “Project” within the meaning of CEQA, because there is no potential for resulting in a physical change in the environment, directly or indirectly. Further, it can be seen with certainty that there is no possibility that the adoption of this ordinance, and the prohibition established hereby, may have a significant effect on the environment, because the ordinance will, at most, only 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.



**LEGAL REVIEW**

The City Attorney has approved the draft ordinance as to form.

Attachment:

1. Draft Ordinance No. 16-0010

**ORDINANCE NO. 16-0010**

**AN ORDINANCE OF THE CITY OF MANHATTAN BEACH ADDING  
CHAPTER 4.142 TO TITLE 4 OF THE MANHATTAN BEACH  
MUNICIPAL CODE TO PROHIBIT TARGETED RESIDENTIAL  
PICKETING**

The City Council of the City of Manhattan Beach ordains as follows:

Section 1. Title 4 (Public Welfare, Morals and Conduct) is hereby amended to add a new Chapter 4.142 (Targeted Residential Picketing) as follows:

**“Chapter 4.142**

**TARGETED RESIDENTIAL PICKETING**

**4.142.010 Definitions**

**4.142.020 Targeted Residential Picketing Prohibited**

**4.142.010 Definitions**

“The following words and phrases, when used in the context of this article, shall have the following meanings:

**RESIDENTIAL DWELLING:** Any permanent building being used by its occupants for residential uses.

**TARGETED PICKETING:** Picketing activity that is targeted at a particular residential dwelling and proceeds on a definite course or route in front of or around that particular residential dwelling.

**4.142.020: Targeted Residential Picketing Prohibited**

A. It shall be unlawful for any person to engage in targeted picketing within 150 feet of a particular residential dwelling or within 75 feet of the lot on which the targeted residential dwelling is located, whichever is greater.

B. The distance described as “within 150 feet of a particular residential dwelling” shall be measured from the outer walls of the residential structure. An attached garage shall be considered part of the residential structure.

C. The distance described as “within 75 feet of a lot on which the targeted residential dwelling is located” shall be measured from the curb abutting the lot.

D. Nothing in this Section shall be construed to permit entry onto private property without the resident’s consent.”

Section 2. Public Nuisance. Any violation of this Ordinance is hereby declared to be a public nuisance. Any use or condition caused, or permitted to exist, in violation of any provision of this Ordinance shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the City pursuant to Code of Civil Procedure Section 731 or by any other remedy available to the City.

Section 3. Penalties. Violation of any provision of this Ordinance shall constitute a misdemeanor and shall be punishable by a fine not to exceed \$1,000 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each and every day such a violation exists shall constitute a separate and distinct violation of this Ordinance.

Section 4. Civil Penalties. In addition to any other enforcement permitted by this Ordinance, the City Attorney may bring a civil action for injunctive relief and civil penalties against any person or entity that violates this Ordinance. In any civil action brought pursuant to this Ordinance, a court of competent jurisdiction may award attorneys' fees and costs to the prevailing party.

Section 5. 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 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 6. 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 7. Certification. The City Clerk shall certify as to the adoption of this Ordinance.

ADOPTED by the Manhattan Beach City Council on \_\_\_\_\_, 2016.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

TONY D'ERRICO  
Mayor

ATTEST:

---

LIZA TAMURA  
City Clerk

APPROVED AS TO FORM:



---

QUINN M. BARROW  
City Attorney

**Agenda Date:** 7/19/2016

---

**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Quinn M. Barrow, City Attorney  
Gregory S. Borboa, Risk Manager

**SUBJECT:**

Petition to File Late Claim for Refund of Underground Utilities, or, Alternatively, Petition for Reconsideration (City Attorney Barrow).

**CONSIDER REQUEST AND PROVIDE DIRECTION**

---

**RECOMMENDATION:**

Staff recommends that the City Council consider the request and provide direction.

**FISCAL IMPLICATIONS:**

There are no fiscal implications unless the Council accepts the petition(s).

**BACKGROUND:**

In 2006, Brian A. Sweeney offered to contribute \$80,000 to pay for underground district engineering costs in connection with proposed Undergrounding District 8. At the City Council meeting on November 21, 2006, the City Council accepted the offer. As reflected in the minutes from that Council meeting, the Council “moved to approve District 8 moving forward to a Proposition 218 vote and to accept the residents’ contribution of \$80,000 toward District 8 engineering costs.” The City spent in excess of \$80,000 for the pre-Proposition 218 engineering costs. The City Council did not present District 8 to a Proposition 218 vote. According to Mr. Sweeney’s letter, District 8 was dissolved.

On November 15, 2010 Sweeney presented a claim for damages, seeking a refund, on the basis that the “City never put the underground issue to a Prop 218 vote of District 8, as promised when the gift was made for that purpose.”

By letter dated November 16, 2010, the City Attorney returned the claim because, according to the City Attorney at the time, “the claim had not been filed within a year of October 6, 2009, the date that the claim accrued.” The November 16, 2010 letter states, “Your only

recourse is to apply, without delay, for leave to present a late claim.”

By letter dated May 9, 2016, Sweeney petitioned to file a late claim for a refund, “or in the alternative, for reconsideration of the rejected claim.”

**DISCUSSION:**

***State Law Governing Late Claims***

Sections 911.4 to 912.2, inclusive, and Section 946.6 of the Government Code govern the presentation of late claims against a public entity. Pursuant to Government Code Section 911.6(b), the board of a public entity shall grant the application for leave to present a late claim where one or more of the following is applicable:

1. The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the public entity was not prejudiced in its defense of the claim by the failure to present the claim within the time specified by statute.
2. The person who sustained the alleged injury, damage or loss was a minor during all of the time specified by statute for the presentation of the claim.
3. The person who sustained the alleged injury, damage or loss was physically or mentally incapacitated during all of the time specified by statute for the presentation of the claim and by reason of such disability failed to present a claim during such time.
4. The person who sustained the alleged injury, damage or loss died before the expiration of the time specified by statute for the presentation of the claim.

The application must be presented to the public entity within a reasonable time not to exceed one year after the accrual of the cause of action, although the time within which to file a late claim against a public entity is tolled under certain circumstances.

***Application of State Law to Mr. Sweeney’s May 9, 2016 letter requesting a Refund***

On November 16, 2010, the City Attorney informed Mr. Sweeney that his claim was late, and that his “only recourse at this time is to apply, without delay, to this office for leave to present a late claim.” If he had applied at that time, the only relevant basis of the four grounds listed above is whether:

“The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the public entity was not prejudiced in its defense of the claim by the failure to present the claim within the time specified by statute.”

Mr. Sweeney states, “The reason why the claim was not timely filed is that [he] was pursuing efforts to get the City to reconsider its position.” He does not state that he failed to timely file the claim “through mistake, inadvertence, surprise or excusable neglect.” There has been no analysis as to whether the City would be prejudiced in defending the claim if leave were granted. Mr. Sweeney’s letter does not offer any reason why he did not apply for leave to file a late claim prior to May 9, 2016.

**Attachments:**

1. May 9, 2016 letter from Brian A. Sweeney
2. November 16, 2010 letter from City Attorney Robert V. Wadden, Jr.
3. November 12, 2010 claim
4. Excerpt from City Council minutes of November 21, 2006 Council meeting

BRIAN A. SWEENEY  
116 11<sup>th</sup> St.  
Manhattan Beach, CA 90266  
(310) 720-4052  
basland@aol.com

May 9, 2016

RECEIVED  
CITY CLERK'S OFFICE  
2016 MAY -9 PM 5: 14

City of Manhattan Beach  
Attn: City Clerk  
1400 Highland Av.  
Manhattan Beach, CA 90266

**Re: Petition to File Late Claim for Refund of Underground Utilities Money, or in the Alternative, Petition for Reconsideration of Rejected Claim**

Dear Sir or Madam:

In late 2010, I submitted a claim to the City for the purpose of requesting a refund of an \$80,000 contribution that I made to the City in 2006 for the purpose of putting the issue of underground utilities in District 8 to a Proposition 218 vote. The basis for the refund is that the City never put the underground utility issue to a Prop 218 vote of District 8, as promised when I advanced the funds for that purpose. In late 2009, the City decided to dissolve District 8 without putting the underground utility issue to a vote.

The claim that I submitted was rejected on the basis that it was not timely filed. The reason why the claim was not timely filed is that I was pursuing efforts to get the City to reconsider its position. I hereby request that I be permitted to file the claim as a late claim, or, in the alternative, that the City reconsider my rejected claim.

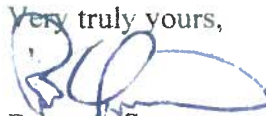
Attached is a copy of my proposed claim. As background for the claim, in 2006, I and other residents within District 8 of the City of Manhattan Beach sought to have electrical utilities within our district placed underground, as has been done throughout most of the coastal areas of Manhattan Beach. After initial surveying of District 8 residents revealed a simple majority in support of the underground utilities district, the City was reluctant to proceed with the anticipated \$80,000 in engineering costs that would be required before a Prop 218 vote could be taken. I agreed to provide the \$80,000 needed so that the matter could move forward to a Prop 218 vote. Attached is an excerpt of the minutes from the November 21, 2006 City Council meeting, covering the discussion of Agenda Item 14 (Report on Final Survey Results for Proposed Utility Underground Assessment Districts 8, 12, 13 and 14). The minutes show that



Page 2 of 3

the Council voted to “approve District 8 moving forward to a Proposition 218 vote and to accept the residents’ contribution of \$80,000 toward District 8 engineering costs.” However, the matter was never submitted to a Prop 218 vote and in 2009 District 8 was dissolved. I am now seeking a refund of the \$80,000 that I contributed since the City did not proceed as required by the terms of the contribution that I made.

Very truly yours,



Brian A. Sweeney

Enc.

**Proposed Claim**

In accordance with Government Code Section 910, I submit the following information:

(a) **Name and post office address of the claimant:** Brian A. Sweeney, 116 – 11<sup>th</sup> St., Manhattan Beach, CA 90266.

(b) **Post office address to which notices should be sent:** 116 – 11<sup>th</sup> St., Manhattan Beach, CA 90266.

(c) **Date, place and other circumstances of the occurrence:** As noted above, I provided \$80,000 to the City on November 21, 2006 for the purpose of putting the underground utility issue to a Proposition 218 vote in District 8. In or about October, 2009, the City Council dissolved District 8 without ever putting the matter to a Proposition 218 vote.

(d) **General description of the indebtedness:** As noted above, the City Council accepted the \$80,000 for the purpose of using the money for engineering costs required to putting the underground utility issue to a Proposition 218 vote in District 8. The City Council reneged on that obligation even though it used the funds that I contributed to pay for engineering costs.

(e) **Name(s) of the Public Employee(s) causing the injury:** The City Council caused the injury by dissolving District 8 without putting the matter to a Proposition 218 vote.

(f) **Amount of the Claim:** The amount claimed exceeds \$10,000 and if the matter proceeds to litigation, it will not be a limited civil case.

Respectfully submitted,



Brian A. Sweeney

VOID AFTER 90 DAYS

11-35/1210

2023516311



Issuer: Bank of America, N.A., San Francisco, California

MATCH THE AMOUNT IN WORDS WITH THE AMOUNT IN NUMBERS



SN - 2023516311 B-0064 T-DAVID 01

\*\*\*\*\* 14 2006 IN EIGHTY THOUSAND DOLLARS AND 00 CENTS

Pay To The Order Of **\*\*\*CITY OF MANHATTAN BEACH\*\*\***

**UNRECORDED DISTRICT 0**

FEE COLLECTED

[Empty box for fee collected]

**PURCHASER:**  
**BRIAN A. SENEY**  
**VOID OVER \$20,000.00**

**Cashier's Check**

**NON-NEGOTIABLE**  
**PURCHASER COPY**

**ISSUED IN US DOLLARS**  
Signature of Purchaser

NOTICE: This copy is your receipt and you should save it. If your check is lost, stolen or destroyed before the void date, you may be required to sign an indemnity agreement before we will provide a refund or replacement. Stops may be placed at any time after purchase. However, you are entitled to a refund until after 90 days from the purchase date provided that we are not otherwise required to pay the item or hold the funds. To obtain information regarding this check or to report a loss, contact Bank of America, N.A., San Francisco, California at 888.217.4038

Council continued discussion included whether District 8 should be dissolved or move forward, as well as the importance of making a decision and moving on. The Council considered the idea of accepting the \$80,000 donation from residents and moving forward with a Proposition 218 vote on District 8, with the understanding that the \$80,000 would be forfeited if the 60% threshold is not met.

**MOTION:** Councilmember Ward moved to dissolve District 8. The motion was seconded by Councilmember Fahey and passed by the following roll call vote.

Ayes: Fahey, Ward and Mayor Tell.  
Noes: Montgomery and Aldinger.  
Abstain: None.  
Absent: None.

**RECESS AND RECONVENE**

At 8:09 p.m. the Council recessed and reconvened at 8:24 p.m. with all Councilmembers present.

Mayor Tell explained that, during discussion of Agenda Item 14 earlier this evening, he incorrectly related that the survey returns for District 8 were against utility undergrounding (61 households in favor and 60 against) and that he mistakenly applied the 60% threshold to District 8, when only a simple majority is necessary to move forward.

**MOTION:** Councilmember Fahey moved to reconsider Agenda Item 14 (Report on Final Survey Results for Proposed Utility Underground Assessment Districts 8,12, 13 and 14, and Consideration of an Appropriation of \$220,000 for Engineering Services for Districts 13 and 14). The motion was seconded by Councilmember Montgomery and passed by the following unanimous roll call vote:

Ayes: Montgomery, Fahey, Ward, Aldinger and Mayor Tell.  
Noes: None.  
Abstain: None.  
Absent: None.

Senior Civil Engineer Katsouleas clarified that the Council's previous determination required a simple majority percentage of those voting, as well as a simple majority of the households for Districts 14 and below, and a 60% threshold of the number of households responding for Districts 15 and above, as long as the weighted vote is over 50%; that the District 8 survey returns included 61 households in favor, 60 households opposed and 17 households non-responsive (which equals a simple majority of 50.4% in support and 49.6% against); that District 8 could move forward to a Proposition 218 vote within one year; and that Districts 7, 9, 10 and 11 were previously dissolved.

**MOTION:** Mayor Pro Tem Aldinger moved to approve District 8 moving forward to a Proposition 218 vote and to accept the residents' contribution of \$80,000 toward District 8 engineering costs. The motion was seconded by Councilmember Montgomery and passed by the following roll call vote:

Ayes: Montgomery, Aldinger and Mayor Tell.  
Noes: Fahey and Ward.  
Abstain: None.  
Absent: None.



Robert V. Wadden, Jr.  
City Attorney 1400 Highland Avenue Manhattan Beach, CA 90266-4795  
Telephone (310) 802-5061 FAX (310) 802-5251 TDD (310) 546-3501

November 16, 2010

Brian A. Sweeney  
116 11<sup>th</sup> Street  
Manhattan Beach, CA 90266

Re: Return of Untimely Claim

Dear Mr. Sweeney:

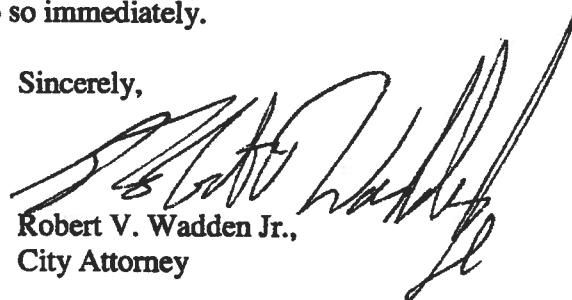
You presented a claim to the City on November 15, 2010, regarding a matter which arose no later than October 6, 2009. This claim is not timely presented under Government Code section 911.2 which requires that this type of claim be presented within one year from accrual.

Your claim is being returned because it was not presented within one year after the event, or occurrence, as required by law. See sections 901 and 911.2 of the Government Code. Because the claim was not presented within the time allowed by law, no action was taken on the claim.

Your only recourse at this time is to apply, without delay, to this office for leave to present a late claim. See sections 911.4 to 912.2, inclusive, and section 946.6 of the Government Code. Under some circumstances leave to present a late claim will be granted. See section 911.6 of the Government Code.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,



Robert V. Wadden Jr.,  
City Attorney

c: Christine Tomikawa, Risk Manager  
Mike Fisher, Adminsure

Fire Department Address: 400 15<sup>th</sup> Street, Manhattan Beach, CA 90266 FAX (310) 802-5201

Police Department Address: 420 15<sup>th</sup> Street, Manhattan Beach, CA 90266 FAX (310) 802-5107

NOV 15 2010

2010 NOV 12 11:12:39

November 12, 2010

City of Manhattan Beach  
Attn: City Clerk  
1400 Highland Av.  
Manhattan Beach, CA 90266

<b>Reserved for Filing Stamp</b>
Claim No. <u>C-12</u>
Recvd. By <u>WP</u>
Date <u>11-16-10</u>

**Re: Claim for Refund of Underground Utilities Money**

Dear Sir or Madam:

The purpose of this letter is to request a refund of an \$80,000 gift that I made to the City of Manhattan Beach for the purpose of putting the issue of underground utilities in District 8 to a Proposition 218 vote. The basis for the refund is that the City never put the underground utility issue to a Prop 218 vote of District 8, as promised when the gift was made for that purpose.

As background, a few years ago I and other residents within District 8 of the City of Manhattan Beach sought to have electrical utilities within our district placed underground, as has been done throughout most of the coastal areas of Manhattan Beach. After initial surveying of District 8 residents revealed a simple majority in support of the underground utilities district, the City was reluctant to proceed with the anticipated \$80,000 in engineering costs that would be required before a Prop 218 vote could be taken. I agreed to donate the \$80,000 needed so that the matter could move forward to a Prop 218 vote. Attached is an excerpt of the minutes from the November 21, 2006 City Council meeting, covering the discussion of Agenda Item 14 (Report on Final Survey Results for Proposed Utility Underground Assessment Districts 8, 12, 13 and 14). The minutes show that the Council voted to "approve District 8 moving forward to a Proposition 218 vote and to accept the residents' contribution of \$80,000 toward District 8 engineering costs." However, the matter was never submitted to a Prop 218 vote and last year District 8 was dissolved. I am now seeking a refund of the \$80,000 that I contributed since the City did not proceed as required by the terms of the gift.

In accordance with Government code Section 910, I submit the following information:

(a) **Name and post office address of the claimant:** Brian A. Sweeney, 116 – 11<sup>th</sup> St., Manhattan Beach, CA 90266.

(b) **Post office address to which notices should be sent:** 116 – 11<sup>th</sup> St., Manhattan Beach, CA 90266.

Council continued discussion included whether District 8 should be dissolved or move forward, as well as the importance of making a decision and moving on. The Council considered the idea of accepting the \$80,000 donation from residents and moving forward with a Proposition 218 vote on District 8, with the understanding that the \$80,000 would be forfeited if the 60% threshold is not met.

**MOTION:** Councilmember Ward moved to dissolve District 8. The motion was seconded by Councilmember Fahey and passed by the following roll call vote.

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Abstain: None.  
Absent: None.

**RECESS AND RECONVENE**

At 8:09 p.m. the Council recessed and reconvened at 8:24 p.m. with all Councilmembers present.

Mayor Tell explained that, during discussion of Agenda Item 14 earlier this evening, he incorrectly related that the survey returns for District 8 were against utility undergrounding (61 households in favor and 60 against) and that he mistakenly applied the 60% threshold to District 8, when only a simple majority is necessary to move forward.

**MOTION:** Councilmember Fahey moved to reconsider Agenda Item 14 (Report on Final Survey Results for Proposed Utility Underground Assessment Districts 8,12, 13 and 14, and Consideration of an Appropriation of \$220,000 for Engineering Services for Districts 13 and 14). The motion was seconded by Councilmember Montgomery and passed by the following unanimous roll call vote:

Ayes: Montgomery, Fahey, Ward, Aldinger and Mayor Tell.  
Noes: None.  
Abstain: None.  
Absent: None.

Senior Civil Engineer Katsouleas clarified that the Council's previous determination required a simple majority percentage of those voting, as well as a simple majority of the households for Districts 14 and below, and a 60% threshold of the number of households responding for Districts 15 and above, as long as the weighted vote is over 50%; that the District 8 survey returns included 61 households in favor, 60 households opposed and 17 households non-responsive (which equals a simple majority of 50.4% in support and 49.6% against); that District 8 could move forward to a Proposition 218 vote within one year; and that Districts 7, 9, 10 and 11 were previously dissolved.

**MOTION:** Mayor Pro Tem Aldinger moved to approve District 8 moving forward to a Proposition 218 vote and to accept the residents' contribution of \$80,000 toward District 8 engineering costs. The motion was seconded by Councilmember Montgomery and passed by the following roll call vote:

Ayes: Montgomery, Aldinger and Mayor Tell.  
Noes: Fahey and Ward.  
Abstain: None.  
Absent: None.





**Agenda Date:** 7/19/2016

---

**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Liza Tamura, City Clerk

Matthew Cuevas, Management Analyst

Martha Alvarez, Senior Deputy City Clerk

**SUBJECT:**

Agenda Forecast (City Clerk Tamura).

**DISCUSS AND PROVIDE DIRECTION**

---

**RECOMMENDATION:**

Attached is the most recent Agenda Forecast for City Council Review

July 13, 2016 Agenda Forecast



**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)

<b>8/2/2016</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – Older Adult
	1. Financial Report: Schedules of Demands: (Date) (Finance Director Moe) (Consent)
	2. City Council Minutes (City Clerk Tamura) (Consent)
	3. Public Hearing for the Draft 2015 Urban Water Management and Consideration of Adoption of Resolution 16-0045 for the 2015 Urban Water Management Plan (Interim Public Works Director Saenz) (Public Hearing)
	4. Introduce Ordinance No. ---- Regarding Smoking (Interim Public Works Director Saenz) (New Business)
	5. Review of Revenue Enhancements Options; Review of Rates for Water and Wastewater Utilities (Finance Director Moe) (New Business)
	6. Potential Downtown Maintenance Enhancements Presentation and Discuss Options (Interim Public Works Director Saenz) (New Business)
	7. Report on Southern California Gas Company’s Capital Improvement Program (Interim Public Works Director Saenz) (New Business)
	8. Ten Day Report – IZO (Community Development Director Lundstedt) (New Business)
<b>8/16/2016</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – Older Adult
	1. Conflict of Interest Resolution (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Finance Director Moe) (Consent)
	3. City Council Minutes (City Clerk Tamura) (Consent)
	4. Public Hearing Regarding Downtown Commercial Zone (Extension of Interim Ordinance) (Community Development Director Lundstedt) (Public Hearing)
	5. Administrative Citation Ordinance, and Discussion of Construction Rules and Neighborhood Bill of Rights (Community Development Director Lundstedt) (Old Business)
	6. Second Reading of Ordinance No. 16-0007 Amending the Municipal Code to Provide a Process for Modifying Construction Hours Under Limited Circumstances (Community Development Director Lundstedt) (Old Business) - CONTINUED FROM JUNE 21 MEETING
	7. Adopt Resolution No. ---- Accepting an Irrevocable Offer to Dedicate Right-of-Way from Mark A. Neumann 3500 Sepulveda, LLC to be used for the Sepulveda Boulevard Bridge Widening Project; Neumann Access Agreement and JLL Construction Access Agreement; Acceptance of Donated Real Property, APN 4138-020-002, by Chevron U.S.A. Inc. to City of Manhattan Beach (Interim Public Works Director Saenz) (Old Business)
	8. One-Year Cost-Sharing Agreement No-to-Exceed \$16,845 for Beach Cities Transit Line 109 for Fiscal Year 2016-2017 with the Cities of Redondo Beach, Hermosa Beach and El Segundo (Community Development Director Lundstedt) (New Business)
	9. Q4 Budget/CIP Report (Finance Director Moe) (New Business)
	10. Non Profit Policy and Process (Finance Director Moe) (New Business)
	11. Pension Stabilization Trust Fund (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)

<b>9/6/2016</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – Older Adult
	1. Financial Report: Schedules of Demands: (Date) (Finance Director Moe) (Consent)
	2. City Council Minutes (City Clerk Tamura) (Consent)
	3. Veterans Parkway Preliminary Design Presentation (Interim Public Works Director Saenz) (Old Business) - CONTINUED FROM JUNE 21 MEETING
	4. Environmental Program Work Plan (Interim Public Works Director Saenz) (New Business)
<b>9/20/2016</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – Older Adult
	1. Financial Report: Schedules of Demands: (Date) (Finance Director Moe) (Consent)
	2. City Council Minutes (City Clerk Tamura) (Consent)
	3. Risk Pooling Analysis and Options (Human Resources Director Zadroga-Haase) (New Business)
	4. Status Update on Accela Automation Implementation Project (Community Development Director Lundstedt and Information Technology Director Taylor) (Old Business)
	5. Resolution of Intention to Approve an Amendment to the Contract Between the Board of Administration of the California Public Employees’ Retirement System and the City of Manhattan Beach to Provide the Provisions of Retirement Law Section 20516, Employee Cost Sharing and First Reading of the Ordinance (Human Resources Director Zadroga-Haase) (New Business)
	6. Joslyn Tennis Court Connectivity (Interim Public Works Director Saenz) (New Business)
	7. Construction Contract – Marine Park Synthetic Field and Netting (Interim Public Works Director Saenz) (New Business)
	8. Develop RFP for Sepulveda Corridor (Community Development Director Lundstedt) (New Business)
<b>10/4/2016</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – MBUSD Student
	Pledge – Older Adult
	1. Financial Report: Schedules of Demands: (Date) (Finance Director Moe) (Consent)
	2. City Council Minutes (City Clerk Tamura) (Consent)
<b>10/18/2016</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – Older Adult
	1. Financial Report: Schedules of Demands: (Date) (Finance Director Moe) (Consent)
	2. City Council Minutes (City Clerk Tamura) (Consent)
	3. Older Adults Program Update (Parks and Recreation Director Leyman) (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)

<b>11/1/2016</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – MBUSD Student
	Pledge – Older Adult
	1. Proclamation Declaring November 2016 as National Family Caregivers Month (Ceremonial)
	2. Financial Report: Schedules of Demands: (Date) (Finance Director Moe) (Consent)
	3. City Council Minutes (City Clerk Tamura) (Consent)
	4. Approve Contract Amendment No. 1 with Accela, Inc. in the Amount Not-to-Exceed \$xxxx for Citywide Permitting Software and Appropriate Funds from ---- and Discuss Electronic Document Review Options and Provide Direction (Community Development Director Lundstedt and Information Technology Director Taylor) (New Business)
<b>11/15/2016</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – Older Adult
	1. Financial Report: Schedules of Demands: (Date) (Finance Director Moe) (Consent)
	2. City Council Minutes (City Clerk Tamura) (Consent)
	3. Update on Report on Power Reliability with Discussion on Undergrounding from Edison’s Perspective (Interim Public Works Director Saenz) (Old Business)
<b>12/6/2016</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – MBUSD Student
	Pledge – Older Adult
	1. Financial Report: Schedules of Demands: (Date) (Finance Director Moe) (Consent)
	2. City Council Minutes (City Clerk Tamura) (Consent)
<b>12/20/2016</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – Older Adult
	1. Financial Report: Schedules of Demands: (Date) (Finance Director Moe) (Consent)
	2. City Council Minutes (City Clerk Tamura) (Consent)
<b>1/3/2017</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – Older Adult
	1. Financial Report: Schedules of Demands: (Date) (Finance Director Moe) (Consent)
	2. City Council Minutes (City Clerk Tamura) (Consent)
<b>1/17/2017</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – MBUSD Student
	Pledge – Older Adult
	1. Financial Report: Schedules of Demands: (Date) (Finance Director Moe) (Consent)
	2. City Council Minutes (City Clerk Tamura) (Consent)
<b>2/7/2017</b>	<b><i>Regular Meeting – 6:00 PM Tuesday – City Council Reorganization Mayor Lesser/Mayor Pro Tem Howorth</i></b>
	Pledge – Manhattan Beach Middle School
	1. Financial Report: Schedules of Demands: (Date) (Finance Director Moe) (Consent)
	2. City Council Minutes (City Clerk Tamura) (Consent)

**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**

<b>Memo</b>	<b>City Council Date Requested</b>
1. Facility Strategic Planning	9-1-15
2. Update on Mediation Data	11-17-15
3. Six Month Update – Strategic Plan/Work Plan	

**FUTURE AGENDA ITEMS (Date TBD)**

<b>Item</b>	<b>City Council Date Requested</b>
1. Water and Waste Water Rate Study Update	
2. HR 4871 Informational Item (Parks and Recreation Director Leyman)	5-17-16
3. Cell Phone Service Towers (Community Development Director Lundstedt, Interim Public Works Director Saenz, and IT Director Taylor)	5-17-16
4. Work Plans for Library and other City Commissions (City Clerk Tamura)	5-31-16
5. Update on Hiring Expert Regarding Desalination and Report on the Process	5-31-16

**FUTURE MEETINGS TO BE SCHEDULED**

<b>Item</b>
1. Joint City Council/Beach Cities Health District Meeting
2. Study Session Regarding Fire
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. Joint City Council/Manhattan Beach Unified School District Meeting
5. Joint City Council/Planning Commission Meeting - Mansionization

**Agenda Date:** 7/5/2016

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Mark Danaj, City Manager

**FROM:**

Liza Tamura, City Clerk

Quinn M. Barrow, City Attorney

**SUBJECT:**

Revised City Council Meeting Management Rules (City Clerk Tamura).

**ADOPT RESOLUTION NO. 16-0049**

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**RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 16-0049 revising City Council meeting management rules to provide greater opportunities for public comment.

**FISCAL IMPLICATIONS:**

There are no fiscal implications associated with the recommended action.

**BACKGROUND:**

At the June 21, 2016 Regular City Council meeting, City Council directed staff to return with a revised resolution regarding the meeting management rules for City Council meetings.

**DISCUSSION**

As shown in the Legislative Digest, the resolution has the following changes:

1. Council meetings must end by 11:30 p.m.
2. The public may speak for up to three minutes per matter, up to a total of six minutes if a speaker wants to comment on more than one matter.
3. With respect to non-public hearing agenda items, speakers may provide their comments during "Public Comment" or at the time the agenda item is being considered.
4. With respect to public hearing agenda items, speakers will be encouraged to speak during the public hearing, if they want their comments to be included in the record of the public hearing.
5. The time at which councilmembers may remove items from the consent calendar for individual consideration will be at the "Approval of the Agenda."

Please note that with respect to item 5 above, the Council directed that the time to remove items from the consent calendar should be done at the beginning of the consent calendar, not at the time the council considers approving or modifying the agenda. However, staff feels that pulling items from the consent calendar at the time of "Approval of the Agenda," such as other cities do, provides notice to the public at the earliest opportunity so that members of the public know at the beginning of the meeting that a consent calendar item will be individually considered and, if they wish to comment on any item pulled, they can allocate time to provide comments on that item at the time the item is considered. If the Council agrees with this change, it may also want to consider directing staff to add language to the "Public Comments" section to inform the public that the time to comment on items on the consent calendar that have not been pulled is during "Public Comments."

With the exception of item 5, staff thinks it captured each directed change. The Resolution can be modified in the event there was other direction.

**LEGAL REVIEW**

The City Attorney has approved the attached resolution as to form.

**Attachment:**

1. Draft Resolution No. 16-0049



## LEGISLATIVE DIGEST

### RESOLUTION NO. 16-0049

#### A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL AMENDING AND RESTATING THE RULES OF ORDER FOR THE CONDUCT OF CITY COUNCIL MEETINGS

Section 1. Resolution No. ~~13-0066~~ **15-0048** is hereby repealed.

Section 2. Meeting Times

- A. The regular meetings of the Manhattan Beach City Council shall be on the first and third Tuesday of each month beginning at 6:00 p.m. and ending at ~~4:30~~ **11:30** p.m. on the same day. If the Council has not acted upon any item by ~~4:30~~ **11:30** p.m., those items will be continued to the following City Council meeting as "Continued or Old Business", unless the Mayor directs otherwise.

Section 4. Public Participation

- B. Opportunities for Public Comment

2. Public Comment. Speakers may provide public comments on any matter that is within the subject matter jurisdiction of the City Council, including items on the agenda. **Each speaker may speak for up to three minutes per matter, up to a total of six minutes if a speaker wants to comment on more than one matter. With respect to non-public hearing agenda items, speakers may provide their comments during "Public Comment" or at the time the agenda item is being considered. With respect to public hearing agenda items, speakers are encouraged to speak during the public hearing, if they want their comments to be included in the record of the public hearing.** Unless a majority of the Council objects, the Mayor may provide to speakers more or less time to speak.
3. Public Hearings. Speakers may address the City Council on the subject matter of the public hearing, in accordance with the following process:
- e. The Mayor will invite members of the public to speak. The Mayor may inquire if there are many persons who wish to speak, and if so, to request that they appoint a spokesperson. Each speaker will be requested to provide his or her name for the record. The Mayor will provide ~~two~~ **three** minutes to each speaker, unless the Mayor establishes a shorter or longer period.

Section 5. Order of Business

4. Approval of the Agenda

By motion of the City Council, this is the time to notify the public of any changes to the agenda, **remove items from the consent calendar for individual consideration** and/or rearrange the order of the agenda.

8. Public Comment

Members of the public may address the Council regarding any matters within the subject matter jurisdiction of the City Council, including any agenda item. Pursuant to the Brown Act, the Council cannot discuss or take action on any items not on the agenda unless authorized by law. Matters not on the agenda may, at the Council's discretion, be referred to the City Manager and placed on a future agenda. **Each speaker may speak for up to ~~two~~ three minutes per matter, up to a total of ~~five~~ six minutes if a speaker wants to comment on more than one matter. With respect to non-public hearing agenda items, speakers may provide their comments at this time or at the time the agenda items is being considered.**

Members of the public wishing to speak are asked to come forward to the microphone and state his or her name for the record. **Each speaker may speak for three minutes per item up to a total of six minutes.** Unless a majority of the Council objects, the Mayor may provide more time or less time to the speaker. Any documents for review should be presented to the City Clerk for distribution.

10. Consent Calendar

Items on the consent calendar are considered to be routine and customary and are enacted by a single motion with the exception of items **previously removed by a member of the City Council during "Approval of the Agenda for individual consideration.** The Mayor shall move such items removed to a later portion of the agenda.

**RESOLUTION NO. 16-0049**

**A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL AMENDING AND RESTATING THE RULES OF ORDER FOR THE CONDUCT OF CITY COUNCIL MEETINGS**

RECITALS

- A. California’s open meeting law, the Brown Act (Government Code Section 54950 et seq. (“Brown Act”)), mandates that city councils adopt rules for “the conduct of business” (Government Code Section 54954) and requires that agendas for regular meetings provide “an opportunity for members of the public to directly address the legislative body on any item of interest to the public” including agenda items before or during the legislative body’s consideration of the item that is within the subject matter jurisdiction of the legislative body (Government Code Section 54954.3). Periodically, the Manhattan Beach City Council reviews and amends its rules of order to facilitate the efficient and transparent conduct of the City’s business at a reasonable hour.
- B. Government Code Section 54954.3(b) provides that city councils “may adopt reasonable regulations to ensure the intent” of the Brown Act is carried out. The primary intent of the Brown Act is that the people’s business be conducted openly and transparently, after providing an opportunity to the largest number of members of the public to directly address the council before the council takes action on any item. The rules of order, as amended by the City Council, provide an opportunity for members of the public to directly address the City Council on any item on the agenda before consideration of the item, in full compliance with the Brown Act, at a reasonable time.
- C. The City Council desires to amend the rules of order to facilitate effective and efficient meeting management, greater transparency and meaningful public participation.

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

Section 1. Resolution No. 15-0048 is hereby repealed.

Section 2. Meeting Times

- A. The regular meetings of the Manhattan Beach City Council shall be on the first and third Tuesday of each month beginning at 6:00 p.m. and ending at 11:30 p.m. on the same day. The City Council may, by a 4/5<sup>th</sup> vote, to extend the meeting. Whenever the day for holding any of the meetings falls on a holiday, the meeting shall be held on the next business day unless otherwise ordered by the City Council at a prior meeting. The meetings shall be held in the Manhattan Beach City Hall City Council Chambers unless otherwise ordered by the City Council.

Section 3. Agenda

- A. A written agenda shall be prepared for each City Council meeting.
- B. The agenda must contain a brief general description of each item of business to be transacted or discussed at that meeting.
- C. Each agenda shall contain a clear statement of the time and location of the meetings. Each agenda shall state that reports and documents relating to each agenda item (the "Agenda Packet") are available for public inspection at the City's main library and the Police Department at least 72 hours in advance of any regular Council meeting.
- D. The agenda shall be posted in full compliance with the Brown Act on bulletin boards outside each entrance to City Hall, in locations that are freely accessible to the public. The agenda is also posted on a bulletin board at the main library. The agenda also shall be posted on the City's website. The agendas and agenda packets may be provided via other electronic means. The person posting the agenda shall complete and sign a certificate of posting.
- F. The call and notice of a special meeting shall be posted in accordance with the Brown Act.
- G. Emergency meetings pursuant to Government Code Section 54956.5 and other applicable law can be held without complying with the agenda requirements of this Section 3.
- H. The City Council shall not take any action on any item which does not appear on the posted agenda except as follows in accordance with Government Code Section 54954.2:
  - 1. Emergency Situation. An emergency situation, as defined in Government Code Section 54956.5, exists. Before proceeding to act upon an emergency item not appearing on the agenda, the City Council shall by a majority vote determine that an emergency situation exists and that prompt action is required by the City Council. The Council shall include in the minutes of its meeting the facts upon which it relied in finding the existence of an emergency situation.
  - 2. Need to Take Action on Non-agenda Items. The City Council may act upon an item not appearing on the agenda if it finds, by a two-thirds vote of the members present at the meeting or if less than two-thirds of the members are present, by a unanimous vote of the members present, that there is a need to take immediate action on the non-agenda item and such need to act came to the Council's attention after the posting of the agenda. If such a determination is to be made, a statement of facts upon which the determination is based shall be included in the minutes supporting the action taken.
  - 3. Held Over Items. Items not appearing on the posted agenda for a specific meeting may be acted upon at that meeting if:
    - a. The item appeared on a properly posted agenda for a previous meeting;
    - b. The previous meeting occurred not more than five calendar days prior to the date of the meeting at which the item is proposed to be considered; and

- c. The item was continued from the previous meeting to the meeting at which action is proposed to be taken.

Section 4. Public Participation

A. Requests for Items to be Placed on Agenda

- 1. Any person who wants the Council to consider an item shall submit a request, in writing, to the City Manager, with as much detail as possible.
- 2. The City Manager may either place the item on the agenda or respond to the request.

B. Opportunities for Public Comment

- 1. City Council and Community Organization Announcements of Upcoming Community Events. Toward the beginning of the agenda, City Council Members and community organization representatives may provide brief announcements, not-to-exceed one minute in duration for any speaker, of upcoming community events.
- 2. Public Comment. Speakers may provide public comments on any matter that is within the subject matter jurisdiction of the City Council, including items on the agenda. Each speaker may speak for up to three minutes per matter, up to a total of six minutes if a speaker wants to comment on more than one matter. With respect to non-public hearing agenda items, speakers may provide their comments during "Public Comment" or at the time the agenda item is being considered. Speakers shall provide their comments at "Public Comment" on any item on the Consent Calendar that has not been previously removed by the Council for individual consideration. With respect to public hearing agenda items, speakers are encouraged to speak during the public hearing, if they want their comments to be included in the record of the public hearing. Unless a majority of the Council objects, the Mayor may provide to speakers more or less time to speak.
- 3. Public Hearings. Speakers may address the City Council on the subject matter of the public hearing, in accordance with the following process:
  - a. The City Clerk shall certify that public hearing has been duly noticed and inform whether further correspondence has been received.
  - b. The Mayor shall open the public hearing.
  - c. Staff shall present its report on the matter.
  - d. The Mayor will invite the applicant (if applicable) and the appellant (if applicable) to present oral and written evidence.
  - e. The Mayor will invite members of the public to speak. The Mayor may inquire if there are many persons who wish to speak, and if so, to request that they appoint a spokesperson. Each speaker will be requested to provide his or her name for the record. The Mayor will provide three minutes to each speaker, unless the Mayor establishes a shorter or longer period.

- f. The Mayor will provide an opportunity for rebuttal to the applicant and appellant.
- g. The Mayor shall close the public hearing.
- h. There will be no additional evidence presented after the close of the hearing unless the Mayor reopens the public hearing.
- i. The Council may, by motion, continue the public hearing to a specific date and time. Such motion may be made either before or after the close of the public hearing.

Section 5. Order of Business

- A. The business of the City Council shall be considered in substantially the following order, except as may otherwise be ordered by the Mayor or a majority of the Council:

- 1. Pledge to the Flag
- 2. Roll Call
- 3. Ceremonial
- 4. Approval of the Agenda

By motion of the City Council, this is the time to: (a) notify the public of any changes to the agenda; (b) remove items from the consent calendar for individual consideration; or (c) rearrange the order of the agenda.

- 5. City Council and Community Organization Announcements of Upcoming Events (up to a maximum of one minute each)
- 6. City Manager Report
- 7. City Attorney Report
- 8. Public Comment

Members of the public may address the Council regarding any matters within the subject matter jurisdiction of the City Council, including any agenda item. Pursuant to the Brown Act, the Council cannot discuss or take action on any items not on the agenda unless authorized by law. Matters not on the agenda may, at the Council's discretion, be referred to the City Manager and placed on a future agenda. Each speaker may speak for up to three minutes per matter, up to a total of six minutes if a speaker wants to comment on more than one matter. With respect to non-public hearing agenda items, speakers may provide their comments at this time or at the time the agenda items is being considered. Speakers shall provide their comments at this time on any item on the consent calendar that has not been previously removed by the Council for individual consideration.

Members of the public wishing to speak are asked to come forward to the microphone and state his or her name for the record. Each speaker may speak for three minutes per item up to a total of six minutes. Unless a majority of the Council objects, the Mayor may provide more time or less time to the speaker. Any documents for review should be presented to the City Clerk for distribution.

9. Planning Commission Quasi-Judicial Decisions (receipt and file)
10. Consent Calendar

Items on the consent calendar are considered to be routine and customary and are enacted by a single motion with the exception of items previously removed by a member of the City Council during "Approval of the Agenda" for individual consideration. The Mayor shall move such items removed to a later portion of the agenda.

11. Public Hearings
12. Old and Continued Business
13. New Business
14. City Council Reports, Other City Council Business, and Committee and AB 1234 Reports

Council members may provide brief reports, including reports on meetings and conferences attended at the expense of the City, and discuss any agenda item placed on the agenda by an individual Council Member at a prior meeting. As to items placed on the agenda by a Council Member, no staff time shall be incurred in connection with such item, other than incidental time, such as reproducing correspondence or making minor revisions to conform a resolution provided by an outside entity to the City's resolution format.

15. Forecast Agenda and Future Discussion Items
16. Informational items (for items that do not require Council action, such as minutes of city commissions.)
17. Closed Sessions
18. Adjournment

Section 6. Recording of City Council Votes

When deemed appropriate, and as required by State law, the votes taken by City Council shall be recorded by use of electronic means or an oral roll call vote by the City Clerk or designee.

Section 7. Council Authority

A super majority of the Council shall have the authority to waive provisions of the procedures established by this Resolution unless the procedure is required by law. Failure of the Council to follow the procedures established by this Resolution shall not invalidate or otherwise affect any action of the Council.

Section 8. This Resolution shall take effect immediately.

Section 9. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED July 19, 2016.

Ayes:  
Noes:  
Absent:  
Abstain:

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TONY D'ERRICO  
Mayor, City of Manhattan Beach

ATTEST:

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LIZA TAMURA City Clerk