

City Council Regular Meeting

Regular Meeting
Tuesday, December 5, 2017
6:00 PM
City Council Chambers



Mayor Amy Howorth
Mayor Pro Tem Steve Napolitano
Councilmember Nancy Hersman
Councilmember Richard Montgomery
Councilmember David Lesser

Executive Team

Mark Danaj, City Manager
Quinn Barrow, City Attorney

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

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

MISSION STATEMENT:

**Our mission is to provide excellent municipal services,
preserve our small beach town character, and enhance the quality of life for our
residents, businesses and visitors.**

December 5, 2017

City Council Meeting Agenda Packet

Agenda Item No.	Starting Page	Ending Page
AGENDA	1	12
1	13	14
2	15	18
3	19	20
4	21	36
5	37	76
6	77	140
7	141	214
8	215	232
9	233	240
10	241	312
11	313	442
12	443	456
13	457	468
14	469	470
15	471	490
16	491	494

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 matter within the subject matter jurisdiction of the City Council, including items on the agenda.

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are available for review on the City's website at www.citymb.info, the Police Department located at 420 15th Street, and are also on file in the Office of the City Clerk for public inspection. Any person who has any question concerning any agenda item may call the City Clerk's office at (310) 802-5056.

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

CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, state under penalty of perjury that this notice/agenda was posted on Wednesday, November 29, 2017, on the City's Website and on the bulletin boards of City Hall, Joslyn Community Center and Manhattan Heights.

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 a Plaque to Principal John Jackson of Robinson Elementary School on the Occasion of His Retirement. [17-0509](#)
PRESENT
2. Annual City Recognition of Longstanding Local Businesses (Finance Director Moe). [17-0463](#)
PRESENT
3. Presentation of Certificates of Recognition to the Student Winners of the Manhattan Beach/Los Angeles County Public Library 2017 Bookmark Contest Achievement Award. [17-0510](#)
PRESENT

D. 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.

MOTION TO APPROVE AGENDA AND WAIVE FULL READING

E. 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.

F. PUBLIC COMMENTS (3 MINUTES PER PERSON)

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. 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 during approval of the agenda 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.

G. CONSENT CALENDAR (APPROVE)

Items on the Consent Calendar are routine and customary items 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. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

4. City Council Minutes:[17-0511](#)

This Item Contains Minutes of the Following City Council Meeting(s):

a) City Council Adjourned Regular Meeting Minutes (Closed Session) of November 20, 2017

b) City Council Regular Meeting of November 21, 2017
(City Clerk Tamura).

APPROVE

Attachments: [City Council Adjourned Regular Meeting \(Closed Session\) Minutes of November 20, 2017](#)
[City Council Regular Meeting Minutes of November 21, 2017](#)

5. Financial Report: [17-0424](#)

- a) Schedule of Demands: November 9, 2017
- b) Investment Portfolio for the Month Ending October 31, 2017
- c) Month End Report for October 31, 2017
(Finance Director Moe).

ACCEPT REPORT AND DEMANDS

Attachments: [Schedules of Demands for November 9, 2017](#)
[Investment Portfolio for the Month Ending October 31, 2017](#)
[Month End Report for October 31, 2017](#)

6. Adopt Resolution No. 17-0143 Regarding the Restated Section 125 Flexible Benefits Plan (Human Resources Director Zadroga-Haase). [RES 17-0143](#)

ADOPT RESOLUTION NO. 17-0143

Attachments: [Resolution No. 17-0143](#)
[Restated Section 125 Flexible Benefits Plan](#)

7. Adopt Resolutions for Telecommunications and Coastal Development Permits, Approving and Denying Sites for AT&T (Community Development Director McIntosh).

[17-0474](#)

ADOPT THE FOLLOWING RESOLUTIONS

RESOLUTIONS FOR CONDITIONAL APPROVAL:

- a) Resolution No. 17-0148 - Manhattan Ave. / 35th & 36th St.
- b) Resolution No. 17-0149 - Manhattan Ave. / 29th St.
- c) Resolution No. 17-0150 - Morningside Dr. / 2nd St.
- d) Resolution No. 17-0151 - Alma Ave / 28th St & 28th Pl.
- e) Resolution No. 17-0155 - Highland Ave. / 32nd Pl. & 33rd St.
- f) Resolution No. 17-0156 - Bayview Dr. / 26th St.
- g) Resolution No. 17-0158 - Ingleside Dr. / 5th Pl.
- h) Resolution No. 17-0160 - N. Valley Dr. / Pacific Ave.

RESOLUTIONS FOR DENIAL:

- i) Resolution No. 17-0146 - Ocean Dr. / 18th St.
- j) Resolution No. 17-0147 - Manhattan Ave. / 5th Pl.
- k) Resolution No. 17-0152 - Highland Ave. / 19th St & 19th Pl.
- l) Resolution No. 17-0153 - Marine Ave. / Bayview Dr.
- m) Resolution No. 17-0154 - Manhattan Ave. / 11th St.
- n) Resolution No. 17-0157 - 2nd St. / N. Ardmore Ave.
- o) Resolution No. 17-0159 - Church St. / 13th St & 14th St.

Attachments: [Resolution No. 17-0148 - Manhattan Ave / 35th & 36th St \(Conditional Approval\)](#)
[Resolution No. 17-0149 - Manhattan Ave / 29th St \(Conditional Approval\)](#)
[Resolution No. 17-0150 - Morningside Dr / 2nd St \(Conditional Approval\)](#)
[Resolution No. 17-0151 - Alma Ave / 28th St & 28th PI \(Conditional Approval\)](#)
[Resolution No. 17-0155 - Highland Ave / 32nd PI & 33rd St \(Conditional Approval\)](#)
[Resolution No. 17-0156 - Bayview Dr / 26th St \(Conditional Approval\)](#)
[Resolution No. 17-0158 - Ingleside Dr / 5th PI \(Conditional Approval\)](#)
[Resolution No. 17-0160 - N. Valley Dr / Pacific Ave \(Conditional Approval\)](#)
[Resolution No. 17-0146 - Ocean Dr / 18th St \(Denial\)](#)
[Resolution No. 17-0147 - Manhattan Ave / 5th PI \(Denial\)](#)
[Resolution No. 17-0152 - Highland Ave / 19th St & 19th PI \(Denial\)](#)
[Resolution No. 17-0153 - Marine Ave / Bayview Dr \(Denial\)](#)
[Resolution No. 17-0154 - Manhattan Ave / 11th St \(Denial\)](#)
[Resolution No. 17-0157 - 2nd St / N. Ardmore Ave \(Denial\)](#)
[Resolution No. 17-0159 - Church St / 13th St & 14th St \(Denial\)](#)
[Public Comments \(Received After November 16, 2017\)](#)

8. Introduction of Ordinance No. 17-0022 Authorizing the Implementation of a Community Choice Aggregation (CCA) Program in the City; Adoption of a Resolution Approving the Execution of a Joint Powers Agreement (JPA) to Establish the Los Angeles Community Choice Energy (LACCE) Program Within the City; and Appointing a City Director and Alternate Director to Represent the City (Community Development Director McIntosh).

[ORD 17-0022](#)

**INTRODUCE ORDINANCE NO. 17-0022
(PLEASE NOTE THAT THE APPOINTMENTS TO THIS BOARD
WILL BE CONSIDERED DURING AGENDA ITEM NO. 14)**

Attachments: [Ordinance No. 17-0022](#)
[October 2, 2017 - Update on Various Community Choice Aggregation Programs that Enable Cities to Purchase Electricity from Renewable Energy Sources](#)
[LACCE FAQs](#)
[LACCE Overview of Cities](#)

9. Request to Extend for Six Months the Director's Authority to Conditionally Allow After-Hours Construction at the Manhattan Village Shopping Center (Community Development Director McIntosh). [17-0472](#)
APPROVE

Attachments: [Previous Approval for After-Hours Construction](#)
[November 2, 2017 Letter from JLL Requesting After-Hours](#)
[Municipal Code Section 9.44.030 Construction Hours](#)

10. Adopt Resolution Nos. 17-0128 and 17-0129 Awarding a Construction Contract to Ramona Inc. for the Cycle 1 Sewer Main Replacement Project for \$444,950, and Approving a Professional Services Agreement with SA Associates, Inc. for Inspection Services for the Cycle 1 Sewer Main Replacement Project for \$70,000. (Public Works Director Katsouleas). [17-0515](#)
ADOPT RESOLUTION NOS. 17-0128 AND 17-0129

Attachments: [Resolution No. 17-0128](#)
[Location Map](#)
[Contractor's Bid Proposal and Agreement](#)
[Plans and Specifications \(Web-Link Provided\)](#)
[Resolution No. 17-0129](#)
[Professional Services Agreement for SA Associates, Inc.](#)

H. ITEMS REMOVED FROM THE CONSENT CALENDAR

Each speaker may speak for up to 2 minutes on each item pulled from the agenda.

I. PUBLIC HEARINGS

Each speaker may speak for up to 3 minutes on each public hearing item.

11. Conduct Public Hearing for Consideration of Amendments to the Municipal Code and Local Coastal Program (LCP) Related to Urgent Care Medical Uses (Community Development Director McIntosh). [17-0470](#)
CONDUCT PUBLIC HEARING AND INTRODUCE ORDINANCE NOS. 17-0028 AND 17-0029

Attachments: [Draft Ordinance No. 17-0028](#)
[Draft Ordinance No. 17-0029](#)
[Urgency Ordinance No. 17-0020-U](#)
[Planning Commission Resolution No. PC 17-08](#)
[Current MBMC Sections 10.08.040, 10.08.050, 10.64.030](#)
[Planning Commission Staff Report and Attachments - October 11, 2017](#)
[Planning Commission Staff Report & Attachments - September 13, 2017](#)
[Planning Commission Minutes - October 11, 2017](#)
[Planning Commission Minutes - September 13, 2017](#)

12. Conduct Public Hearing to Consider Extending Interim Ordinance No. 17-0001-U for Accessory Dwelling Units (ADU's) (Community Development Director McIntosh). [ORD 17-0032-U](#)
CONDUCT PUBLIC HEARING AND ADOPT URGENCY ORDINANCE NO. 17-0032-U EXTENDING THE INTERIM ZONING ORDINANCE FOR ONE YEAR

Attachments: [Ordinance No. 16-0038-U \(Adopted December 20, 2016\)](#)
[Ordinance No. 17-0001-U \(Adopted January 17, 2017\)](#)
[Draft Interim Ordinance No. 17-0032-U](#)

J. GENERAL BUSINESS

Each speaker may speak for up to 2 minutes on each general business item.

13. Adopt Resolution No. 17-0134 Authorizing the City Manager to Reimburse South Bay Regional Public Communications Authority for Purchase of Mobile and Portable Radios in an Amount Not-to-Exceed \$1,673,894.56 (Police Chief Irvine, Fire Chief Espinosa and Finance Director Moe). [RES 17-0134](#)
WAIVE FORMAL BIDDING; ADOPT RESOLUTION NO. 17-0134

Attachments: [Resolution No. 17-0134](#)
[Communication Equipment Purchase and Reimbursement Agreement with RCC](#)

14. Approval of City Council Assignments (Mayor Howorth). [17-0508](#)
DISCUSS AND APPROVE
15. Results of On-Demand Electric Vehicle Shuttle RFP and Downtowner
Program Update (Economic Vitality Manager Sywak). [17-0466](#)
RECEIVE REPORT (UPDATE) AND PROVIDE DIRECTION

Attachments: [Downtowner Analytics Report for Manhattan Beach Feb. 1 – Oct. 31](#)
[PowerPoint Presentation](#)

K. CITY COUNCIL REPORTS AND COMMITTEE REPORTS INCLUDING AB 1234 REPORTS

16. Request by Mayor Howorth to Consider a New Design to the City Lapel Pin. [17-0512](#)
DISCUSS AND PROVIDE DIRECTION

Attachments: [Current Design of City Lapel Pin](#)
[Proposed Design of City Lapel Pin](#)

L. FUTURE AGENDA ITEMS

Councilmembers may request that items be placed on a future agenda with the concurrence of one other Councilmember.

M. CITY MANAGER REPORT

N. CITY ATTORNEY REPORT

O. INFORMATIONAL ITEMS

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

P. CLOSED SESSION

Q. ADJOURNMENT

R. FUTURE MEETINGS

CITY COUNCIL MEETINGS

December 19, 2017 - Tuesday -- 6:00 PM - City Council Meeting
January 9, 2018 - Tuesday -- 6:00 PM - City Council Meeting (Rescheduled from January 2, 2018)
January 16, 2018 - Tuesday -- 6:00 PM - City Council Meeting
February 6, 2018 - Tuesday -- 6:00 PM - City Council Meeting
February 20, 2018 - Tuesday -- 6:00 PM - City Council Meeting
March 6, 2018 - Tuesday -- 6:00 PM - City Council Meeting
March 20, 2018 - Tuesday -- 6:00 PM - City Council Meeting
April 3, 2018 - Tuesday -- 6:00 PM - City Council Meeting
April 17, 2018 - Tuesday -- 6:00 PM - City Council Meeting
May 1, 2018 - Tuesday -- 6:00 PM - City Council Meeting
May 15, 2018 - Tuesday -- 6:00 PM - City Council Meeting
June 5, 2018 - Tuesday -- 6:00 PM - City Council Meeting
June 19, 2018 - Tuesday -- 6:00 PM - City Council Meeting

BOARDS, COMMISSIONS AND COMMITTEE MEETINGS

December 7, 2017 - Thursday - 6:00 PM - Parking and Public Improvements Commission
December 11, 2017 - Monday - 6:00 PM - Library Commission Meeting
December 12, 2017 - Tuesday - 6:00 PM - Cultural Arts Commission Meeting
December 13, 2017 - Wednesday - 6:00 PM - Planning Commission Meeting
December 25, 2017 - Monday - 6:00 PM - Parks and Recreation Commission Meeting (Cancelled)
December 27, 2017 - Wednesday - 6:00 PM - Planning Commission Meeting (Cancelled)
January 8, 2018 - Monday - 6:00 PM - Library Commission Meeting
January 9, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting
January 15, 2018 - Tuesday - 6:00 PM - Cultural Arts Commission Meeting
January 22, 2018 - Monday - 6:00 PM - Parks and Recreation Commission Meeting
January 23, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting
January 25, 2018 - Thursday - 6:00 PM - Parking and Public Improvements Commission
February 12, 2018 - Monday - 6:00 PM - Library Commission Meeting
February 13, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting
February 19, 2018 - Tuesday - 6:00 PM - Cultural Arts Commission Meeting
February 22, 2018 - Thursday - 6:00 PM - Parking and Public Improvements Commission
February 26, 2018 - Monday - 6:00 PM - Parks and Recreation Commission Meeting
February 27, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting
March 12, 2018 - Monday - 6:00 PM - Library Commission Meeting
March 13, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting
March 19, 2018 - Tuesday - 6:00 PM - Cultural Arts Commission Meeting
March 22, 2018 - Thursday - 6:00 PM - Parking and Public Improvements Commission
March 26, 2018 - Monday - 6:00 PM - Parks and Recreation Commission Meeting
March 27, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting

S. CITY OFFICES CLOSED**CITY HOLIDAYS:**

November 23-24, 2017 - Thursday & Friday - Thanksgiving Holiday
December 25, 2017 - Monday - Christmas Day Observed
January 1, 2018 – Monday – New Years Day Observed
January 15, 2018 – Monday – Martin Luther King Day
February 19, 2018 - Monday - Presidents Day
May 28, 2018 – Monday – Memorial Day
July 4, 2018 - Wednesday - Independence Day
September 3, 2018 - Monday - Labor Day
October 8, 2018 – Monday – Columbus Day
November 12, 2018 – Monday – Veterans Day (Observance of November 11, 2018)

CITY OFFICES CLOSED ON FOLLOWING ALTERNATIVE FRIDAYS:

December 8, 2017
December 22, 2017
January 12, 2018
January 26, 2018
February 9, 2018
February 23, 2018
March 9, 2018
March 23, 2018
April 6, 2018
April 20, 2018
May 4, 2018
May 18, 2018
June 1, 2018
June 15, 2018
June 29, 2018

Agenda Date: 12/5/2017

TO:

Members of the City Council

FROM:

Mayor Howorth

SUBJECT:

Presentation of a Plaque to Principal John Jackson of Robinson Elementary School on the Occasion of His Retirement.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Congratulate
John Jackson
On the Occasion of His Retirement**

Agenda Date: 12/5/2017

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:

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

PRESENT

RECOMMENDATION:

Staff recommends that the City Council recognize businesses that have been providing longstanding operations and services to the community for a number of years.

FISCAL IMPLICATIONS:

The cost of the plaques and certificates is approximately \$200.

BACKGROUND:

City Council established an award program to recognize those longstanding businesses that have continuously maintained a commercially-zoned premise. The purpose of the longstanding business award was to recognize businesses providing services to our community for many years.

Every year, the City recognizes businesses that have achieved 10, 20 and 40 years of continuous service milestones. Plaques are awarded to businesses that have served the community continuously for 40 years, while special proclamations are presented to businesses with 20 years. Certificates are mailed to businesses with 10 years.

The table below shows the number of businesses receiving recognition in 2017 as well as the recipients for the prior 6 years:

Year	Plaques	Special Proclamations	Certificates
2017	3	25	42

2016	5	15	22
2015	1	18	37
2014	11	22	36
2013	2	19	32
2012	2	13	33
2011	2	15	27

DISCUSSION:

This year, City Council will present three plaques in the 40 or more year category:

1. Cotton Cargo, Inc.
2. Manhattan Beach Historical Society
3. Pancho's Abjohn, Inc.

Additionally, the following establishments have maintained their businesses within Manhattan Beach for 20 years and will be presented with special proclamations:

1. Artwork Conversion Software
2. Beach Cities Endodontics
3. Check The Do! Hair Salon
4. Current Electric Construction, Inc.
5. Custom Quality Construction Inc
6. Fonz's
7. Framestores
8. International Cosmetics & Regulatory Specialists
9. Joyce G Flood & Associates
10. David J. Lesser, Attorney at Law
11. Money Matters Tax Service
12. Nathan, Terry & Company, Inc.
13. Noah's Bagels #2546
14. Orbit Satellite Service
15. Pacific Acupuncture & Healing Center
16. Painters Plus
17. Peet's Coffee & Tea
18. Power Karate MBK, Inc.
19. R M Davis/Mike Davis
20. Reback, McAndrews, Kjar, Warford & Stockalper
21. Law Offices of James A. Shalvoy
22. Southwest Hauling
23. Surf Concepts, Inc.
24. Terry Neil Painting Inc
25. West Coast Orthopedic Design

The following establishments have served the community continuously for 10 years and will receive certificates by mail:

1. American Hearing & Balance

2. B.R. Nail Spa
3. Bubbles Pet Spa LLC
4. Cami
5. Chaos Enterprises Inc
6. Chex USA, Inc
7. Citizen's Business Bank
8. Corner Cleaners
9. Darren's Restaurant & Bar
10. Dawn Barnes Karate Kids
11. The Dragon and Phoenix Healer
12. Emergent Medical Associates
13. Empire Futures Group LLC
14. Family Orthodontics
15. Jenny Craig Weight Loss Center #142
16. Jubilee Enterprise
17. Law Office of Steven Carvel
18. Law Offices of Keith F Simpson, APC
19. Lisz Dom Salon
20. Luther Burbank Savings
21. Manhattan Beach Dermatology
22. Massage Envy
23. Michelle Ehrlich MD Inc
24. My Gym Children's Fitness
25. Noyd Communications
26. Office Depot Inc #2740
27. Pacific Software
28. Pet Foods Market
29. Planet Beauty Manhattan Beach
30. Posh Nails
31. Premier Business Centers
32. The Ripe Choice
33. Robert V. Masenga
34. Law Offices of Joel D, Ruben:
35. Schlee Intellectual Property International P.C.
36. Sepulveda Treats, Inc.
37. Silver Scissors
38. South Bay Business Management Inc
39. Study Hut Tutoring
40. Twist Yarns of Intrigue, LLC
41. West Coast Sports Physical Therapy

All businesses contribute to the vitality of the community and it is through this program that we recognize the contributions of these establishments.

PUBLIC OUTREACH/INTEREST:

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

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.

Agenda Date: 12/5/2017

TO:

Members of the City Council

FROM:

Mayor Howorth

SUBJECT:

Presentation of Certificates of Recognition to the Student Winners of the Manhattan Beach/Los Angeles County Public Library 2017 Bookmark Contest Achievement Award.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Recognize**

**The Following Students as Winners of the
Manhattan Beach/Los Angeles Public Library
2017 Bookmark Contest Achievement Award**

Kindergarten - 2nd Grade

First Place: Sofia Rocha of American Martyrs

Second Place: Allison Ho of Pacific Elementary

3rd - 5th Grade

First Place: Hattie Wildes of American Martyrs

Second Place: Dane Harris of Pacific Elementary

6th - 8th Grade

First Place: Maddy Pieronek of American Martyrs

Second Place: Mia Lombardo of American Martyrs

9th - 12th Grade

First Place: Isabel Ding of Mira Costa

Second Place: Margot Griggs of Mira Costa

Agenda Date: 12/5/2017

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Liza Tamura, City Clerk

Martha Alvarez, Senior Deputy City Clerk

SUBJECT:

City Council Minutes:

This Item Contains Minutes of the Following City Council Meeting(s):

- a) City Council Adjourned Regular Meeting Minutes (Closed Session) of November 20, 2017
- b) City Council Regular Meeting of November 21, 2017
(City Clerk Tamura).

APPROVE

RECOMMENDATION:

The attached minutes are for City Council approval:

Attachment(s):

- 1. City Council Adjourned Regular Meeting Minutes (Closed Session) of November 20, 2017
- 2. City Council Regular Meeting of November 21, 2017

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Monday, November 20, 2017

8:00 AM

Closed Session

City Council Chambers

City Council Adjourned Regular Meeting

Mayor David Lesser
Mayor Pro Tem Amy Howorth
Councilmember Steve Napolitano
Councilmember Nancy Hersman
Councilmember Richard Montgomery

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

A. CALL MEETING TO ORDER

At 8:00 AM, Mayor Lesser called the meeting to order.

B. PLEDGE TO THE FLAG

Mayor Lesser led the Pledge of Allegiance.

C. ROLL CALL

D. PUBLIC COMMENTS (3 MINUTES PER PERSON)

None.

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

City Manager Mark Danaj announced the following Closed Session.

**CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Secion 54957.6)**

Agency Negotiator:

Mark Danaj, City Manager

Teresia Zadroga-Haase, Human Resources Director

Employee Groups:

Manhattan Beach Mid-Management Employee Association

F. RECESS INTO CLOSED SESSION

At 8:02 AM, Mayor Lesser announced that City Council would recess into Closed Session.

G. RECONVENE INTO OPEN SESSION

At 9:47 AM, the City Council reconvened into Open Session with all Councilmembers present.

H. CLOSED SESSION ANNOUNCEMENT IN OPEN SESSION

City Attorney Quinn Barrow announced that direction was given to its negotiators.

I. ADJOURNMENT

At 9:48 AM Mayor Lesser adjourned the meeting.

**Martha Alvarez
Recording Secretary**

**David Lesser
Mayor**

ATTEST:

**Liza Tamura
City Clerk**

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Tuesday, November 21, 2017

6:00 PM

Regular Meeting

City Council Chambers

City Council Regular Meeting

Mayor Amy Howorth
Mayor Pro Tem Steve Napolitano
Councilmember Nancy Hersman
Councilmember Richard Montgomery
Councilmember David Lesser

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

A. PLEDGE TO THE FLAG

Mayor Lesser led the Pledge of Allegiance.

B. ROLL CALL

Present: 5 - Mayor Lesser, Mayor Pro Tem Howorth, Councilmember Napolitano, Councilmember Hersman and Councilmember Montgomery

C. REORGANIZATION

- 1. City Council Reorganization: [17-0450](#)
 - A) Recognition of Outgoing Mayor Lesser
 - B) Selection of Mayor
 - C) Selection of Mayor Pro Tem (City Clerk Tamura).

APPROVE

Mayor Pro Tem Howorth presented Mayor Lesser with a plaque in recognition of his service as Mayor for the City of Manhattan Beach.

Councilmember Napolitano presented Mayor Lesser with a certificate of commendation fro his service as Mayor.

Councilmember Hersman and Councilmember Montgomery presented Mayor Lesser with a t-shirt which read "Keep Calm and Trust the Mayor".

Hermosa Beach Mayor Pro Tem Jeff Duclos, along with his City Council Colleagues, presented Mayor Lesser with a plaque of recognition.

Mayor Pro Tem Howorth stated that a representative from Los Angeles County Supervisor Janice Hahn will be attending a future meeting to recognize Mayor Lesser.

Mayor Lesser provided some remarks regading his time as Mayor.

Councilmember Hersman made a motion, seconded by Councilmember Montgomery, to appoint Mayor Pro Tem Howorth as Mayor. The motion carried by the following vote:

Aye: 5 - Lesser, Howorth, Napolitano, Hersman and Montgomery

Mayor Howorth provided brief comments regarding her goals as the new Mayor of the City of Manhattan Beach and thanked her family, residents and Staff for their support.

Mayor Howorth recognized former Mayors in the audience.

A motion was made by Councilmember Hersman, seconded by Councilmember Montgomery, to appoint Councilmember Napolitano as Mayor Pro Tem. The motion carried by the following vote:

Aye: 5 - Lesser, Howorth, Napolitano, Hersman and Montgomery

D. RECESS AND RECONVENE

At 6:40 PM City Council recessed and reconvened at 6:57 PM with all Councilmembers present.

E. CEREMONIAL CALENDAR

2. Presentation of a Proclamation Declaring November 25, 2017 as Small Business Saturday.

[17-0456](#)

PRESENT

City Manager Mark Danaj introduced Economic Vitality Manager Andy Sywak who provided a brief presentation about "Small Business Saturday" taking place on November 25, 2017.

Mayor Howorth read the proclamation for "Small Business Saturday".

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

A motion was made by Councilmember Montgomery, seconded by Councilmember Hersman, to approve the agenda and waive full reading of ordinances. The motion carried by the following vote:

Aye: 5 - Lesser, Howorth, Napolitano, Hersman and Montgomery

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

David Ibarra, Senior Recreation Leader for the Parks and Recreation Department, announced the "Annual Family Crafts Night" on December 9, 2017.

Stephanie Kou, Registration Supervisor for the Parks and Recreation Department provided an update on Winter registration and noted that "Manhappenings" will be mailed out next week.

Melissa McCollum, Manhattan Beach Librarian, spoke of upcoming events at the library.

Jacqueline Sun, Beach Cities Health District, invited the community to the upcoming "Design Workshop" on Monday, December 4, 2017.

Councilmember Montgomery provided an update on the Beach Cities Toy Drive.

H. PUBLIC COMMENTS (3 MINUTES PER PERSON)

Chris Cagle, South Bay Work Force Investment Board, congratulated Mayor Howorth and provided the quarterly report.

Bill Victor, spoke on the Pier, the Greenberg Family and the Roundhouse Aquarium. He further added that he would like to donate \$90,908 as a "Quality of Life Foundation" in memory of his parents to keep the Cafe at the Pier.

Will Arvizo spoke about Vista Del Mar.

I. CONSENT CALENDAR (APPROVE)

A motion was made by Councilmember Hersman, seconded by Councilmember Montgomery, to approve the Consent Calendar with the exception of Item Nos. 5 and 8. The motion carried by the following vote:

Aye: 5 - Lesser, Howorth, Napolitano, Hersman and Montgomery

3. City Council Minutes: [17-0457](#)
This Item Contains Minutes of the Following City Council Meeting:
City Council Regular Meeting Minutes of November 7, 2017
(City Clerk Tamura).
APPROVE

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

4. Financial Report: [17-0391](#)
Schedules of Demands: October 12, 2017 and October 26, 2017
(Finance Director Moe).
ACCEPT REPORT AND DEMANDS

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

5. Consideration to Cancel the January 2, 2018 City Council Meeting (City Clerk Tamura). [17-0477](#)
APPROVE

**This item was removed from the Consent Calendar and heard in Section J.
Items removed from the Consent Calendar.**

6. Issuance of an Alleviation Report for the Extension of an Urgency Ordinance for Accessory Dwelling Units (ADU's) Citywide (Community Development Director McIntosh). [17-0448](#)
ISSUE REPORT

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

7. Resolution Awarding a Construction Contract to West Coast Netting Construction Services for the Dorsey Field and Live Oak Field Netting Project for \$106,593.00 (Public Works Director Katsouleas). [RES 17-0136](#)
ADOPT RESOLUTION NO. 17-0136

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

8. Resolution Awarding a Construction Contract to Monet Construction, Inc. for the Pier Utilities and Roundhouse Exterior Improvements Project in the Amount of \$1,489,303.59, and Appropriation of \$215,000 from the State Pier and Parking Fund, and Appropriation in the Amount of \$120,000 from the Water Enterprise Fund (Public Works Director Katsouleas). [RES 17-0164](#)
ADOPT RESOLUTION NO. 17-0164

**This item was removed from the Consent Calendar and heard in Section J.
Items removed from the Consent Calendar.**

J. ITEMS REMOVED FROM THE CONSENT CALENDAR

5. Consideration to Cancel the January 2, 2018 City Council Meeting (City Clerk Tamura). [17-0477](#)

APPROVE

Mayor Pro Tem Napolitano opened the discussion with reasons not to cancel the January 2, 2018, meeting.

Councilmember Hersman suggested that the meeting be moved to January 9, 2018, and the other Councilmembers concurred.

Mayor Howorth opened the floor to public comment.

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

A motion was made by Councilmember Hersman, seconded by Mayor Lesser, to move the January 2, 2018, City Council Meeting to January 9, 2018. The motion carried by the following vote:

Aye: 5 - Lesser, Howorth, Napolitano, Hersman and Montgomery

8. Resolution Awarding a Construction Contract to Monet Construction, Inc. for the Pier Utilities and Roundhouse Exterior Improvements Project in the Amount of \$1,489,303.59, and Appropriation of \$215,000 from the State Pier and Parking Fund, and Appropriation in the Amount of \$120,000 from the Water Enterprise Fund (Public Works Director Katsouleas). [RES 17-0164](#)

ADOPT RESOLUTION NO. 17-0164

Public Works Director Stephanie Katsouleas provided a brief overview of this item.

Mayor Howorth opened the floor to public comment.

Bill Victor spoke of his opposition to the removal of the cafe at the Roundhouse.

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

A motion was made by Councilmember Hersman, seconded by Councilmember Montgomery, to adopt Resolution No. 17-0164, as amended; award a construction contract to Monet Construction, Inc. for the Pier Utilities and Roundhouse Exterior Improvements Project in the amount of \$1,489,303.59; and appropriate \$215,000 from the State Pier and Parking Fund. The motion carried by the following vote:

Aye: 5 - Lesser, Howorth, Napolitano, Hersman and Montgomery

K. PUBLIC HEARINGS

- 9. Public Hearing to Consider Extending Urgency Ordinance No. 17-0025-U for the Prohibition of Cannabis Activity in the Coastal Zone of the City and Issuance of an Alleviation Report (Community Development Director McIntosh).

[ORD
17-0030-U](#)

CONDUCT PUBLIC HEARING, ISSUE ALLEVIATION MEASURES REPORT, AND ADOPT ORDINANCE NO. 17-0030-U EXTENDING THE INTERIM ZONING ORDINANCE FOR A PERIOD OF 10 MONTHS AND 15 DAYS

Community Development Director Anne McIntosh provided a brief overview of the item.

Mayor Howorth opened the public hearing.

Seeing no requests to speak, Mayor Howorth closed the public hearing.

City Attorney Quinn Barrow read the title of the Ordinance No. 17-0030U into the record: "AN INTERIM ORDINANCE OF THE CITY OF MANHATTAN BEACH EXTENDING INTERIM ORDINANCE NO. 17-0025- U AMENDING LOCAL COASTAL PROGRAM TITLE A TO ADD CHAPTER A.82 PROHIBITING ALL COMMERCIAL CANNABIS ACTIVITY IN THE COASTAL ZONE AND ALLOWING LIMITED INDOOR CANNABIS CULTIVATION CONSISTENT WITH STATE LAW, AND DELETING LOCAL COASTAL PROGRAM SECTION A.60.160, AND DECLARING THE URGENCY THEREOF".

A motion was made by Mayor Pro Tem Napolitano, seconded by Councilmember Hersman, to issue the Alleviation Report and adopt Urgency Ordinance No. 17-0025U for a period of 10 months and 15 days for the prohibition of cannabis activity in the Coastal Zone of the City. The motion carried by the following vote:

Aye: 5 - Lesser, Howorth, Napolitano, Hersman and Montgomery

L. GENERAL BUSINESS

- 10. Appoint 5 Boardmembers to the Board of Building Appeals Seat Nos. [17-0373](#)
 1-5 and Appoint 1 Commissioner to the Planning Commission Seat No.
 1 (City Clerk Tamura and Community Development Director McIntosh).
APPOINT

City Clerk Liza Tamura provided a brief overview of this item.

The City Council unanimously moved to appoint/re-appoint the following individuals to the following Boards and Commissions:

- Boarding of Building Appeals (Seat No. 1) Michael Kling*
- Boarding of Building Appeals (Seat No. 2) Dr. Cyrus Adami*
- Boarding of Building Appeals (Seat No. 3) Margaret Napier*
- Boarding of Building Appeals (Seat No. 4) Tom Freitag*
- Boarding of Building Appeals (Seat No. 5) Thomas Nordberg*

Planning Commission (Seat No. 1) Stewart Fournier

On behalf of the City Council, Mayor Howorth congratulated everyone and thanked all those that applied.

M. ADJOURN CITY COUNCIL MEETING TO A MEETING OF THE MANHATTAN BEACH CAPITAL IMPROVEMENTS CORPORATION

At 7:50 PM the City Council adjourned to the Capital Improvements Corporation Board Meeting.

I. CALL MEETING TO ORDER

At 7:51 PM the Capital Improvements Board Meeting was called to order.

II. ROLL CALL

President Lesser, Vice President Howowrth, Boardmember Napolitano, Boardmember Hersman and Boardmember Montgomery.

III. PUBLIC COMMENT ON CAPITAL IMPROVEMENT CORPORATION

None.

IV. GENERAL BUSINESS

11. Reorganization of the Manhattan Beach Capital Improvements Corporation (Finance Director/CFO Moe).

[17-0476](#)

ELECT A NEW PRESIDENT AND VICE PRESIDENT

Chief Financial Officer Bruce Moe gave a brief overview of the Capital Improvements Corporation.

Vice President Howorth opened the floor to public comment.

Seeing no requests to speak, Vice President Howorth closed the floor to public comment.

A motion was made by President Lesser, seconded by Boardmember Hersman to appoint Vice President Howorth as the new President and Boardmember Napolitano as the new Vice President of the Capital Improvements Corporation. The motion carried by the following vote:

Aye: 5 - Lesser, Howorth, Napolitano, Hersman and Montgomery

N. ADJOURN MANHATTAN BEACH CAPITAL IMPROVEMENTS CORPORATION AND RECONVENE CITY COUNCIL MEETING

At 7:55 PM President Howorth adjourned the Capital Improvements Corporation Meeting to the Regular Adjourned City Council Meeting.

O. CITY COUNCIL REPORTS AND COMMITTEE REPORTS INCLUDING AB 1234 REPORTS

Councilmember Montgomery reported that he attended the National League of Cities Conference and was appointed to the Board of Directors. He further added that he requested that the conference be held in the City of Manhattan Beach in 2019.

P. FUTURE AGENDA ITEMS

Mayor Howorth noted that on December 5, 2017, City Council assignments will be agendized. She further added that she may suggest a subcommittee for the Manhattan Village Mall to insure that it keeps progressing and also some Regional Environmental Committees.

Councilmember Lesser suggested a City Council discussion regarding transportation as a subcommittee or that it be agendized for discussion. He further added that there is an annual meeting with the County Library Staff and would like the item to be agendized or have the City Manager report on the meeting.

Mayor Howorth concurred to agendize the item.

Q. CITY MANAGER REPORT

None.

R. CITY ATTORNEY REPORT

None.

S. INFORMATIONAL ITEMS

By order of the chair these items were received and filed.

- 12. Recent Planning Commission Quasi-Judicial Decisions: [17-0462](#)
 Site Development Permit for Construction of Eleven Residential
 Apartment Units - Obelisk Architects (Community Development Director
 McIntosh).
INFORMATION ITEM ONLY

- 13. Commission Minutes: [17-0479](#)
 This Item Contains Minutes of the following City Commission Meetings:
 Library Commission Meeting Minutes of August 14, 2017 (Parks and
 Recreation Director Leyman).
INFORMATION ITEM ONLY

T. CLOSED SESSION

None.

U. ADJOURNMENT

At 8:02 PM the Regular City Council Meeting was adjourned to 5:00 PM on December 5, 2017.

Martha Alvarez
Recording Secretary

Amy Howorth
Mayor

ATTEST:

Liza Tamura
City Clerk

Agenda Date: 12/5/2017

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Bruce Moe, Finance Director

SUBJECT:

Financial Report:

- a) Schedule of Demands: November 9, 2017
 - b) Investment Portfolio for the Month Ending October 31, 2017
 - c) Month End Report for October 31, 2017
- (Finance Director Moe).

ACCEPT REPORT AND DEMANDS

RECOMMENDATION:

Staff recommends that the City Council accept the attached reports 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 registers for November 9, 2017 is \$2,796,984.79.

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 October 31, 2017. This report marks the fourth month of the fiscal year 2017-2018, 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.

POLICY ALTERNATIVES:

Not applicable.

PUBLIC OUTREACH/INTEREST:

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

ENVIRONMENTAL REVIEW:

Not applicable.

LEGAL REVIEW:

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

Attachment/Attachments:

1. Schedule of Demands for November 9, 2017
2. Investment Portfolio for the Month October 31, 2017
3. Month End Report for October 31, 2017

City of Manhattan Beach



Schedule of Demands November 9, 2017

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT(S) WR 10A & WR 10B
DATED: 11/02/2017; 11/09/2017

I HEREBY CERTIFY THAT THE CLAIMS OR DEMANDS COVERED BY THE ABOVE WARRANT(S) IN THE AMOUNT OF \$2,796,984.79 HAVE BEEN REVIEWED AND THAT SAID CLAIMS OR DEMANDS ARE ACCURATE, ARE IN CONFORMANCE WITH THE ADOPTED BUDGET, AND THAT THE FUNDS ARE AVAILABLE THEREOF.



FINANCE DIRECTOR

THIS 5TH DAY OF DECEMBER



CITY MANAGER

WARRANT REGISTER (S)
WR 10A & WR 10B

WARRANT(S)	10A	377,261.42
	10B	1,144,768.93
PREPAID WIRES / MANUAL CKS	10A	498,147.91
	10B	120.00
	SUBTOTAL WARRANTS	<u>2,020,298.26</u>
	VOIDS	(78,109.69)
PAYROLL	PE 10/27/2017	PY 854,796.22
	TOTAL WARRANTS	<u><u>2,796,984.79</u></u>

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 10a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
110617	11/6/2017	T	UNION BANK	F.I.T./MEDICARE/S.I.T.	262,270.87
11032017	11/3/2017	T	PUBLIC EMPLOYEES'	PENSION SAFETY - CLASSIC: PAYMENT	235,877.04
SUBTOTAL					498,147.91
530998	11/2/2017	N	AT&T	T1 LINE TO RCC	337.96
530999	11/2/2017	N	AT&T MOBILITY	CELLULAR CHARGES	2,687.43
531000	11/2/2017	N	CA WATER SERVICE COMPANY	WATER SERVICE	159.63
531001	11/2/2017	N	CELLCO PARTNERSHIP	CARDIAC MONITOR DATA LINES	581.40
531002	11/2/2017	N	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE	253.38
531003	11/2/2017	N	FRANCHISE TAX BOARD	EARNINGS WITHHOLDING	411.80
531004	11/2/2017	N	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	7,188.18
531005	11/2/2017	N	FRONTIER CALIFORNIA INC	CABLE SERVICE	126.98
531006	11/2/2017	N	ICMA RETIREMENT TRUST - 401	LOAN REPAY 401 - CITY MANAGER: PAYM	847.27
531007	11/2/2017	N	ICMA RETIREMENT TRUST - 401	LOAN REPAY 401 - 2.5%: PAYMENT	3,185.86
531008	11/2/2017	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP AND LOAN REPAY 457	78,517.23
531009	11/2/2017	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP& LOAN REPAY 457	78,109.69
531010	11/2/2017	N	ICMA RETIREMENT TRUST 401	LOAN REPAY 401 - 4.5%: PAYMENT	21,193.23
531011	11/2/2017	N	INCONTACT INC	LONG DISTANCE SERVICE	229.43
531012	11/2/2017	N	JENNIFER KALLOK	EARNINGS WITHHOLDING	184.62
531013	11/2/2017	N	M B POLICE MGMT ASSC	DUES \$ (POL MGT ASSN): PAYMENT	399.00
531014	11/2/2017	N	M B POLICE OFFICERS ASSOCIA	DUES \$ (POLICE FIXED): PAYMENT	6,716.85
531015	11/2/2017	N	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	2,403.10
531016	11/2/2017	N	MBPOA RETIREE	MD TRUST (MED TRUST): PAYMENT	2,175.00
531017	11/2/2017	N	NEXTEL OF CALIFORNIA INC	MOBILE CONNECTION	156.21

City Council Meeting
December 5, 2017

41 of 494

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 10a**

City Council Meeting
December 5, 2017

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
531018	11/2/2017	N	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	3,043.18
531019	11/2/2017	N	SPRINT SOLUTIONS INC	MOBILE COMMUNICATIONS	37.99
531020	11/2/2017	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	1,482.39
531021	11/2/2017	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	230.76
531022	11/2/2017	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	39.60
531023	11/2/2017	N	STRATISCOPE	PROFESSIONAL SERVICES	5,000.00
531024	11/2/2017	N	TIME WARNER CABLE INC	CABLE SERVICES	330.42
531025	11/2/2017	N	TOTAL ADMINISTRATIVE SVCS CORP	CHILD125 (CHILD 125 PLAN): PAYMENT	8,082.71
531026	11/2/2017	N	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMEI	3,659.41
531027	11/2/2017	N	UNITED PARCEL SERVICE	DELIVERY SERVICE	125.14
531028	11/2/2017	N	US BANCORP CARD SERVICES INC	P-CARD CHARGES	140,634.80
531029	11/2/2017	N	VANTAGEPOINT TRANSFER AGENTS	RETMNT HLTH SAVINGS CONTRIB: PAYMI	1,707.22
531030	11/2/2017	N	ROBIN L VARGAS	EARNINGS WITHHOLDING	553.85
531031	11/2/2017	N	VERIZON CALIFORNIA INC	CONTRACT SERVICES	1,765.21
531032	11/2/2017	N	XEROX CORPORATION	MULTI MACHINES LEASE & BASE BUSINE:	4,704.49
SUBTOTAL					377,261.42
COMBINED TOTAL					875,409.33

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

42 of 494

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

WARRANT BATCH NUMBER: **wr 10a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
110617	11/6/2017	T	UNION BANK	F.I.T./MEDICARE/S.I.T.	262,270.87
11032017	11/3/2017	T	PUBLIC EMPLOYEES'	PENSION SAFETY - CLASSIC: PAYMENT	235,877.04
SUBTOTAL					498,147.91
530999	11/2/2017	N	AT&T MOBILITY	CELLULAR CHARGES	2,687.43
531004	11/2/2017	N	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	7,188.18
531007	11/2/2017	N	ICMA RETIREMENT TRUST - 401	LOAN REPAY 401 - 2.5%: PAYMENT	3,185.86
531008	11/2/2017	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP AND LOAN REPAY 457	78,517.23
531009	11/2/2017	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP& LOAN REPAY 457	78,109.69
531010	11/2/2017	N	ICMA RETIREMENT TRUST 401	LOAN REPAY 401 - 4.5%: PAYMENT	21,193.23
531014	11/2/2017	N	M B POLICE OFFICERS ASSOCIA	DUES \$ (POLICE FIXED): PAYMENT	6,716.85
531018	11/2/2017	N	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	3,043.18
531023	11/2/2017	N	STRATISCOPE	PROFESSIONAL SERVICES	5,000.00
531025	11/2/2017	N	TOTAL ADMINISTRATIVE SVCS CORI	CHILD125 (CHILD 125 PLAN): PAYMENT	8,082.71
531026	11/2/2017	N	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMENT	3,659.41
531028	11/2/2017	N	US BANCORP CARD SERVICES INC	P-CARD CHARGES	140,634.80
531032	11/2/2017	N	XEROX CORPORATION	MULTI MACHINES LEASE & BASE BUSINESS	4,704.49
SUBTOTAL					362,723.06
COMBINED TOTAL					860,870.97

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

Check History Listing
CITY OF MANHATTAN BEACH

Bank code: union

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
530853	10/19/2017	11660 ICMA RETIREMENT TRUST - 45	V	11/02/2017	Ben638452	10/20/2017	78,109.69	78,109.69
							union Total:	78,109.69
							Total Checks:	78,109.69

1 checks in this report

**Report of Warrant Disbursements
wr 10a**

Fund	Description	Amount
100	General	859,792.19
205	Streets & Highways	10.87
210	Asset Forfeiture	702.51
501	Water	6,463.64
503	Waste Water	2,640.24
520	Parking	3,235.91
605	Information Services	13.86
610	Vehicle Fleet	25.61
615	Building Maintenance	2,524.50
wr 10a		<u>875,409.33</u>
		<u><u>875,409.33</u></u>

City Council Meeting
December 5, 2017

CITY OF MANHATTAN BEACH PAYROLL
PAY PERIOD: 10/14/17 TO 10/27/17
PAY DATE: 11/03/17

NET PAY 854,796.22

10/14/2017

10/27/2017

CITY OF MANHATTAN BEACH PAYROLL REPORT

PAYROLL PERIOD ENDING DATE

10/27/2017

City Council Meeting
December 5, 2017

FUND	DESCRIPTION	AMOUNT
00	General Fund	1,184,413.03
00	Asset Forfeiture Fund	1,761.24
00	Prop. A Fund	19,023.43
501	Water Fund	26,739.51
502	Stormwater Fund	2,914.93
503	Wastewater Fund	6,854.50
510	Refuse Fund	4,241.87
520	Parking Fund	3,314.92
521	County Parking Lots Fund	904.33
522	State Pier and Parking Lot Fund	904.33
601	Insurance Reserve Fund	13,956.47
605	Information Technology Fund	31,096.81
610	Fleet Management Fund	6,208.19
615	Building Maintenance & Operations Fund	14,026.01
801	Pension Trust Fund	8,929.39
	Gross Pay	<u>1,325,288.96</u>
	Deductions	<u>470,492.74</u>
	Net Pay	<u><u>854,796.22</u></u>

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WARRANT BATCH NUMBER:

wr 10b

City Council Meeting
December 5, 2017

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
531033	11/9/2017	N	300 3RD ST LLC	REFUND RIGHT OF WAY DEPOSIT	496.00
531034	11/9/2017	N	DERRICK ABELL	REIMBURSEMENT-TRAVEL EXPENSE	221.75
531035	11/9/2017	N	ANDRE ABREU	REIMBURSEMENT-TRAVEL EXPENSE	80.00
531036	11/9/2017	N	ADAMSON POLICE PRODUCTS	LAW ENFORCEMENT SUPPLIES	81.95
531037	11/9/2017	N	ADLERHORST INTERNATIONAL INC	OFF-SITE K-9 MONTHLY TRAINING	650.00
531038	11/9/2017	N	ADMINSURE INC	2ND YEAR OF CITY'S SELF-INSURED WORKERS	19,175.89
531039	11/9/2017	N	ALL CITY MANAGEMENT SVCS	CROSSING GUARD SERVICES CONTRACT	58,731.86
531040	11/9/2017	N	AM-TEC TOTAL SECURITY INC	SECURITY FOOTAGE SERVER	51,629.98
531041	11/9/2017	N	ANDERSONPENNA PARTNERS INC	ROUNDHOUSE MARINE STUDIES & AQUARIUM	16,020.00
531042	11/9/2017	N	ANDERSONPENNA PARTNERS INC	STRAND STAIRS REHABILITATON	12,873.75
531043	11/9/2017	N	ARAKELIAN ENTERPRISES INC	STREET SWEEPING EXTRAS	31,287.14
531044	11/9/2017	N	ARMORCAST PRODUCTS COMPANY	18-08904C WATER METER BOXES	3,536.15
531045	11/9/2017	N	ART TO GROW ON	YOUTH ART INSTRUCTOR	1,904.00
531046	11/9/2017	N	ASSA ABLOY ENTRANCE SYSTEMS US	AUTOMATIC DOOR MAINTENANCE	2,304.77
531047	11/9/2017	N	AT&T MOBILITY	CELLULAR CHARGES	770.50
531048	11/9/2017	N	AVANT GARDE INC	FUNDING ADMINISTRATION	140.00
531049	11/9/2017	N	BROOKE BATTLES	CITATION REFUND	53.00
531050	11/9/2017	N	TYLER BIRD	VOLLEYBALL INSTRUCTOR	1,425.00
531051	11/9/2017	N	BJ CONSTRUCTION	REFUND RIGHT OF WAY DEPOSIT	496.00
531052	11/9/2017	N	LESLEY BRADY	TENNIS INSTRUCTOR	5,005.00
531053	11/9/2017	N	DEVON BURKI	VOLLEYBALL INSTRUCTOR	2,280.00
531054	11/9/2017	N	CAMBRIDGE SEVEN ASSOCIATES	ROUNDHOUSE MARINE STUDIES & AQUARIUM	46,874.58

48 of 494

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WARRANT BATCH NUMBER:

wr 10b

City Council Meeting
December 5, 2017

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
531055	11/9/2017	N	CAMBRIDGE SEVEN ASSOCIATES	ROUNDHOUSE MARINE STUDIES & AQUARIUM	27,721.51
531056	11/9/2017	N	IMELDA CHAVEZ	CITATION REFUND	53.00
531057	11/9/2017	N	CITY OF MANHATTAN BEACH	PETTY CASH REPLENISHMENT	445.17
531058	11/9/2017	N	JOANN CLADIANOS	RESIDENTIAL REPORT-DUPLICATE PAYMENT	304.00
531059	11/9/2017	N	CLEANSTREET	PORTER, POWER WASHING, AND LANDSCAPE M	34,537.44
531060	11/9/2017	N	CLINICAL LAB OF SAN BERNARDINO	WATER QUALITY TESTING SERVICES	720.58
531061	11/9/2017	N	CONTEMPORARY SERVICES CORP	UNARMED SECURITY SERVICES	73,477.90
531062	11/9/2017	N	CORAL BAY HOME LOANS	SKATEBOARD INSTRUCTOR	630.00
531063	11/9/2017	N	COUNTY OF SAN BERNARDINO	REGISTRATION-MOTORCYCLE ACADEMY PRE-	2,500.00
531064	11/9/2017	N	CROWN BLDG MAINTENANCE CO INC	JANITORIAL SERVICES	3,107.88
531065	11/9/2017	N	DOUGLAS DECASTRO	BANNERS, DECALS, SIGNAGE	352.80
531066	11/9/2017	N	JOE DELIA	POLYGRAPH EXAM	1,000.00
531067	11/9/2017	N	DEPARTMENT OF TRANSPORTATION	TRAFFIC SERVICES	4,697.62
531068	11/9/2017	N	LISA DICKSON	CASH KEY REFUND	18.00
531069	11/9/2017	N	REN DIONISIO	REFUND	304.28
531070	11/9/2017	N	DIV OF THE STATE ARCHITECT	SB 1186-3RD QTR	157.50
531071	11/9/2017	N	DANIEL DOUBROFF	VOLLEYBALL INSTRUCTOR	1,520.00
531072	11/9/2017	N	GERARDO DURAN	15-03435C CONTRACT SERVICES	380.00
531073	11/9/2017	N	CHRISTIAN EICHENLAUB	REIMBURSEMENT-TRAVEL EXPENSE	102.25
531074	11/9/2017	N	ELEVATORS ETC LP	ELEVATOR AND ESCALATOR MAINTENANCE	2,760.00
531075	11/9/2017	N	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	6,470.00
531076	11/9/2017	N	LAUREN EVANS	SCULPTURE GARDEN PROGRAM	1,500.00

49 of 494

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WARRANT BATCH NUMBER:

wr 10b

City Council Meeting
December 5, 2017

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
531077	11/9/2017	N	EVERBRIDGE INC	NIXLE 360 SERVICE SUBSCRIPTION	14,533.27
531078	11/9/2017	N	TED FATUROS	REIMBURSEMENT-TRAVEL EXPENSE	72.75
531079	11/9/2017	N	CARMEN FERNANDEZ	CITATION REFUND	10.00
531080	11/9/2017	N	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	8,980.26
531081	11/9/2017	N	FRONTIER CALIFORNIA INC	CABLE SERVICE	116.98
531082	11/9/2017	N	BRIAN FUJIMOTO	REIMBURSEMENT-TRAVEL EXPENSE	67.41
531083	11/9/2017	N	GARDA CL WEST INC	ARMORED SERVICES	529.06
531084	11/9/2017	N	GHD INCORPORATED	PARKVEIW AVE IMPROVEMENT PROJECT	7,871.50
531085	11/9/2017	N	GHD INCORPORATED	PARKVIEW AVE IMPROVEMENT	1,233.75
531086	11/9/2017	N	GHD INCORPORATED	PARKVIEW AVE IMPROVEMENT	403.11
531087	11/9/2017	N	DAVID GIBBONS	REIMBURSEMENT-TRAVEL EXPENSE	224.00
531088	11/9/2017	N	ANNA GORZKOWSKI	TENNIS INSTRUCTOR	624.00
531089	11/9/2017	N	GOVERNMENTJOBS COM INC	COMPUTER SERVICES	1,530.00
531090	11/9/2017	N	CINDY GREBLIUNAS	VOLLEYBALL INSTRUCTOR	4,495.00
531091	11/9/2017	N	MARIO GUERRERO	CITATION REFUND	53.00
531092	11/9/2017	N	ERIC HAALAND	REIMBURSEMENT-TRAVEL EXPENSE	28.00
531093	11/9/2017	N	TERESIA HAASE	REIMBURSEMENT-TRAVEL EXPENSE	400.91
531094	11/9/2017	N	HARRIS & ASSOCIATES INC	STREET LIGHTING/LANDSCAPE ASSESSMENT S	3,625.00
531095	11/9/2017	N	CHRISTOPHER HLOZEK	REFUND RIGHT OF WAY DEPOSIT	496.00
531096	11/9/2017	N	HOWROYD WRIGHT EMPPLYMT AGENCY	TEMPORARY EMPLOYEE SERVICES	499.20
531097	11/9/2017	N	INFOSEND INC	UB BILL/WEB PORTAL	4,907.27
531098	11/9/2017	N	IPS GROUP INC	PKG METER CC FEES	22,697.04

50 of 494

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WARRANT BATCH NUMBER:

wr 10b

City Council Meeting
December 5, 2017

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
531099	11/9/2017	N	ITERIS INC	MOBILITY PLAN UPDATE COMPLETION	865.00
531100	11/9/2017	N	ARMANDO JARAMILLO	REFUND ONE DAY BUSINESS LICENSE	28.36
531101	11/9/2017	N	JOAN STEIN JENKINS	PROSECUTION SERVICES	7,875.00
531102	11/9/2017	N	JOHN L HUNTER AND ASSOC INC	YEAR 2 - RESTAURANT STORMWATER INSPECT	15,896.75
531103	11/9/2017	N	DENNIS KANE	CASH KEY REFUND	30.00
531104	11/9/2017	N	BARBARA KUBO	PARKS & RECREATION REFUND	34.00
531105	11/9/2017	N	KEITH KUGLEY	REIMBURSEMENT-TRAVEL EXPENSE	32.00
531106	11/9/2017	N	PREM KUMAR	LUNCH REIMBURSEMENT	154.37
531107	11/9/2017	N	L A COUNTY ASSESSOR	RECORD MAPS	5.00
531108	11/9/2017	N	L A COUNTY SHERIFFS DEPT	INMATE MEALS FOR JAIL CONTRACT	658.60
531109	11/9/2017	N	L A COUNTY TAX COLLECTOR	UAD LOAN PROGRAM/PROPERTY TAX	1,194.38
531110	11/9/2017	N	LA COUNTY CLERK/RECORDER	DORSEY FIELD & LIVE OAK FIELD NETTING PR	150.00
531111	11/9/2017	N	ROSEMARY A LACKOW	MINUTES SECRETARY	162.50
531112	11/9/2017	N	ANNE GRAY LEWIS	TENNIS INSTRUCTOR	7,007.00
531113	11/9/2017	N	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	6,089.95
531114	11/9/2017	N	NHUNG MADRID	REIMBURSEMENT-TRAVEL EXPENSE	147.39
531115	11/9/2017	N	MANHATTAN HOUSE LP	2017 BUSINESS LICENSE OVERPAYMENT	764.24
531116	11/9/2017	N	AMNON MAOR	CITATION REFUND	53.00
531117	11/9/2017	N	MASSEY CONSTRUCTION LLC	18-08910C INSPECTION & CONSULTING	2,750.00
531118	11/9/2017	N	JASON MASTERS	REIMBURSEMENT-TRAVEL EXPENSE	51.11
531119	11/9/2017	N	JAMES MC CLEARY	NORTHEND BID REIMBURSEMENT	1,523.90
531120	11/9/2017	N	MC MURRAY STERN	PROPERTY AND EVIDENCE ROOM ROLLING STC	9,277.04

51 of 494

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WARRANT BATCH NUMBER:

wr 10b

City Council Meeting
December 5, 2017

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
531121	11/9/2017	N	ANNE MCINTOSH	REIMBURSEMENT-TRAVEL EXPENSE	1,274.27
531122	11/9/2017	N	RON MEHTA	CITATION REFUND	53.00
531123	11/9/2017	N	MELAD AND ASSOCIATES INC	PLAN CHECK AND INSPECTION SERVICES	96,923.44
531124	11/9/2017	N	ROBERT MENDOZA	REIMBURSEMENT-TRAVEL EXPENSE	243.00
531125	11/9/2017	N	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE SERVICES EXTRAS	44,627.03
531126	11/9/2017	N	MERRIMAC ENERGY GROUP	BULK FUEL DELIVERIES	19,949.66
531127	11/9/2017	N	WALT PAUL MEYERS	TENNIS INSTRUCTOR	4,574.70
531128	11/9/2017	N	IAN MIKELSON	REIMBURSEMENT-TRAVEL EXPENSE	484.75
531129	11/9/2017	N	BRUCE A MOE	REIMBURSEMENT-TRAVEL EXPENSE	501.18
531130	11/9/2017	N	KATHLEEN MOKUAU	REFUND RIGHT OF WAY DEPOSIT	496.00
531131	11/9/2017	N	MUNICIPAL MAINTENANCE EQUIP	PARTS FOR GO-4 AND VAC-CON (VEHICLES)	1,833.19
531132	11/9/2017	N	DANA MURRAY	REIMBURSEMENT-TRAVEL EXPENSE	237.52
531133	11/9/2017	N	NEXTEL OF CALIFORNIA INC	MOBILE COMMUNICATIONS	113.97
531134	11/9/2017	N	LENA NG	CASH KEY REFUND	19.00
531135	11/9/2017	N	NONZERO ARCHITECTURE	PIER REHABILITATION DESIGN	18,906.23
531136	11/9/2017	N	ANGELICA OCHOA	REIMBURSEMENT-TRAVEL EXPENSE	221.18
531137	11/9/2017	N	KAMILA PAVLASKOVA	VOLLEYBALL INSTRUCTOR	1,425.00
531138	11/9/2017	N	MARK Z PETERS	CITATION REFUND	53.00
531139	11/9/2017	N	PROVIDENCE MEDICAL INSTITUTE	PRE-EMPLOYMENT PHYSICALS	871.00
531140	11/9/2017	N	RANDALL/MC ANANY COMPANY	2017 BUS LIC OVERPAYMENT	147.03
531141	11/9/2017	N	RELIANT IMMED CARE MED GRP INC	PRE-EMPLOYMENT PHYSICALS AND INMATE E	1,321.37
531142	11/9/2017	N	DANIEL RICHMOND	CITATION REFUND	105.00

52 of 494

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WARRANT BATCH NUMBER:

wr 10b

City Council Meeting
December 5, 2017

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
531143	11/9/2017	N	CARLOS RODRIGUEZ	CITATION REFUND	53.00
531144	11/9/2017	N	BRIAN ROSE	CITATION REFUND	53.00
531145	11/9/2017	N	MAHTAB ROSTAMI	CITATION REFUND	53.00
531146	11/9/2017	N	ROY MILLER PAINTING	2017 BUS LIC OVERPAYMENT	61.23
531147	11/9/2017	N	MATTHEW SABOSKY	REIMBURSEMENT-TRAVEL EXPENSE	649.50
531148	11/9/2017	N	DARREN SAKURAI	UB OVERPAYMENT REFUND	66.52
531149	11/9/2017	N	MARTIN SANCHEZ	CITATION REFUND	53.00
531150	11/9/2017	N	ROBERT SCHREIBER	REIMBURSEMENT-TRAVEL EXPENSE	147.50
531151	11/9/2017	N	SELBERT PERKINS DESIGN INC	COMMUNITY ID & WAYFINDING SIGNAGE PRO	4,511.70
531152	11/9/2017	N	EDEN SERINA	YOGA INSTRUCTOR	770.00
531153	11/9/2017	N	DAVID SHENBAUM	REIMBURSEMENT	235.98
531154	11/9/2017	N	MARIE SOLYMOSI	BEE REMOVAL SERVICES	525.00
531155	11/9/2017	N	SOUTHERN CALIF AQUATIC ASSN	SCAA SWIM TEAM MEMBERSHIP	288.00
531156	11/9/2017	N	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	22.53
531157	11/9/2017	N	SOUTHERN CALIFORNIA GAS CO	MONTHLY GAS CHARGES	3,819.13
531158	11/9/2017	N	SPCA LA	ANIMAL SHELTERING SERVICES	550.00
531159	11/9/2017	N	SPRINT SOLUTIONS INC	MOBILE COMMUNICATIONS	75.98
531160	11/9/2017	N	STATE OF CALIFORNIA	DEPARTMENT OF JUSTICE - FINGERPRINTING	1,064.00
531161	11/9/2017	N	SULLY MILLER CONTRACTING CO	ASPHALT/EMULSION	152.90
531162	11/9/2017	N	SUPERIOR COURT OF CA-CO OF LA	CITATION SURCHARGE	56,404.30
531163	11/9/2017	N	SUSAN SAXE CLIFFORD PHD	APPLICANT PSYCH EXAM	425.00
531164	11/9/2017	N	THE ROTH GROUP	2017 BUSINESS LICENSE DUPLICATE PAYMENT	369.20

53 of 494

**CITY OF MANHATTAN BEACH
WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 10b**

City Council Meeting
December 5, 2017

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
531165	11/9/2017	N	THOMSON REUTERS-WEST PUBLISH	WEB-BASED PUBLIC RECORDS DATABASE SEA	405.00
531166	11/9/2017	N	TILLMAN FORENSIC INVEST LLC	FINGERPRINT IDENTIFICATION SERVICES	455.00
531167	11/9/2017	N	TIME WARNER CABLE INC	CABLE SERVICES	3,925.57
531168	11/9/2017	N	TURBO DATA SYSTEMS INC	PARKING CITATION PROCESSING CONTRACT	9,854.67
531169	11/9/2017	N	UC REGENTS	NURSE EDUCATOR CONTRACT	7,507.98
531170	11/9/2017	N	UNITED SITE SVCS OF CA INC	PORTABLE RESTROOMS/FENCING	75.76
531171	11/9/2017	N	WASTE MANAGEMENT INC	SEPT 2017 REFUSE	306,545.19
531172	11/9/2017	N	JOHN EDWARD ZIELLO	COED SLO PITCH/COED KICKBALL	4,240.00
531173	11/9/2017	N	JUDITH ZIMMERMAN	CASH KEY REFUND	10.00
531174	11/9/2017	N	TIM ZINS	REIMBURSEMENT	74.42
SUBTOTAL					1,144,768.93
10251	11/6/2017	H	SWRCB FEES	ROUNDHOUSE AQUARIUM IMPROVEMENTS	120.00
SUBTOTAL					120.00
COMBINED TOTAL					1,144,888.93

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

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

WARRANT BATCH NUMBER: **wr 10b**

City Council Meeting
December 5, 2017

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
531038	11/9/2017	N	ADMINSURE INC	2ND YEAR OF CITY'S SELF-INSURED WORKERS	19,175.89
531039	11/9/2017	N	ALL CITY MANAGEMENT SVCS	CROSSING GUARD SERVICES CONTRACT	58,731.86
531040	11/9/2017	N	AM-TEC TOTAL SECURITY INC	SECURITY FOOTAGE SERVER	51,629.98
531041	11/9/2017	N	ANDERSONPENNA PARTNERS INC	ROUNDHOUSE MARINE STUDIES & AQUARIUM	16,020.00
531042	11/9/2017	N	ANDERSONPENNA PARTNERS INC	STRAND STAIRS REHABILITATON	12,873.75
531043	11/9/2017	N	ARAKELIAN ENTERPRISES INC	STREET SWEEPING EXTRAS	31,287.14
531044	11/9/2017	N	ARMORCAST PRODUCTS COMPANY	18-08904C WATER METER BOXES	3,536.15
531052	11/9/2017	N	LESLEY BRADY	TENNIS INSTRUCTOR	5,005.00
531054	11/9/2017	N	CAMBRIDGE SEVEN ASSOCIATES	ROUNDHOUSE MARINE STUDIES & AQUARIUM	46,874.58
531055	11/9/2017	N	CAMBRIDGE SEVEN ASSOCIATES	ROUNDHOUSE MARINE STUDIES & AQUARIUM	27,721.51
531059	11/9/2017	N	CLEANSTREET	PORTER, POWER WASHING, AND LANDSCAPE M	34,537.44
531061	11/9/2017	N	CONTEMPORARY SERVICES CORP	UNARMED SECURITY SERVICES	73,477.90
531063	11/9/2017	N	COUNTY OF SAN BERNARDINO	REGISTRATION-MOTORCYCLE ACADEMY PRE-	2,500.00
531064	11/9/2017	N	CROWN BLDG MAINTENANCE CO INC	JANITORIAL SERVICES	3,107.88
531067	11/9/2017	N	DEPARTMENT OF TRANSPORTATION	TRAFFIC SERVICES	4,697.62
531074	11/9/2017	N	ELEVATORS ETC LP	ELEVATOR AND ESCALATOR MAINTENANCE	2,760.00
531075	11/9/2017	N	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	6,470.00
531077	11/9/2017	N	EVERBRIDGE INC	NIXLE 360 SERVICE SUBSCRIPTION	14,533.27
531080	11/9/2017	N	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	8,980.26
531084	11/9/2017	N	GHD INCORPORATED	PARKVEIW AVE IMPROVEMENT PROJECT	7,871.50
531090	11/9/2017	N	CINDY GREBLIUNAS	VOLLEYBALL INSTRUCTOR	4,495.00
531094	11/9/2017	N	HARRIS & ASSOCIATES INC	STREET LIGHTING/LANDSCAPE ASSESSMENT S	3,625.00

55 of 494

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

WARRANT BATCH NUMBER: **wr 10b**

City Council Meeting
December 5, 2017

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
531097	11/9/2017	N	INFOSEND INC	UB BILL/WEB PORTAL	4,907.27
531098	11/9/2017	N	IPS GROUP INC	PKG METER CC FEES	22,697.04
531101	11/9/2017	N	JOAN STEIN JENKINS	PROSECUTION SERVICES	7,875.00
531102	11/9/2017	N	JOHN L HUNTER AND ASSOC INC	YEAR 2 - RESTAURANT STORMWATER INSPECT	15,896.75
531112	11/9/2017	N	ANNE GRAY LEWIS	TENNIS INSTRUCTOR	7,007.00
531113	11/9/2017	N	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	6,089.95
531117	11/9/2017	N	MASSEY CONSTRUCTION LLC	18-08910C INSPECTION & CONSULTING	2,750.00
531120	11/9/2017	N	MC MURRAY STERN	PROPERTY AND EVIDENCE ROOM ROLLING STG	9,277.04
531123	11/9/2017	N	MELAD AND ASSOCIATES INC	PLAN CHECK AND INSPECTION SERVICES	96,923.44
531125	11/9/2017	N	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE SERVICES EXTRAS	44,627.03
531126	11/9/2017	N	MERRIMAC ENERGY GROUP	BULK FUEL DELIVERIES	19,949.66
531127	11/9/2017	N	WALT PAUL MEYERS	TENNIS INSTRUCTOR	4,574.70
531135	11/9/2017	N	NONZERO ARCHITECTURE	PIER REHABILITATION DESIGN	18,906.23
531151	11/9/2017	N	SELBERT PERKINS DESIGN INC	COMMUNITY ID & WAYFINDING SIGNAGE PROJ	4,511.70
531157	11/9/2017	N	SOUTHERN CALIFORNIA GAS CO	MONTHLY GAS CHARGES	3,819.13
531162	11/9/2017	N	SUPERIOR COURT OF CA-CO OF LA	CITATION SURCHARGE	56,404.30
531167	11/9/2017	N	TIME WARNER CABLE INC	CABLE SERVICES	3,925.57
531168	11/9/2017	N	TURBO DATA SYSTEMS INC	PARKING CITATION PROCESSING CONTRACT	9,854.67
531169	11/9/2017	N	UC REGENTS	NURSE EDUCATOR CONTRACT	7,507.98
531171	11/9/2017	N	WASTE MANAGEMENT INC	SEPT 2017 REFUSE	306,545.19
531172	11/9/2017	N	JOHN EDWARD ZIELLO	COED SLO PITCH/COED KICKBALL	4,240.00
SUBTOTAL					1,098,201.38

56 of 494

4:11:28PM
11/9/2017

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

WARRANT BATCH NUMBER: **wr 10b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
COMBINED TOTAL					1,098,201.38

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

City Council Meeting
December 5, 2017

**Report of Warrant Disbursements
wr 10b**

Fund City Council Meeting December 5, 2017	Description	Amount
100	General	455,240.58
201	Street Light	16,238.31
205	Streets & Highways	9,508.36
210	Asset Forfeiture	37,780.70
211	Police Grant	9,277.04
401	Capital Improvements	18,654.83
501	Water	5,853.83
502	Storm	39,532.62
503	Waste Water	6,111.72
510	Refuse	307,186.30
520	Parking	39,808.12
521	County Parking Lot	2,921.94
522	State Pier Lots	119,877.14
601	Insurance	25,645.89
605	Information Services	9,857.46
610	Vehicle Fleet	22,102.05
615	Building Maintenance	17,792.04
802	Trust Deposit	1,500.00
58 of 494		<u>1,144,888.93</u>
		<u>1,144,888.93</u>



City of Manhattan Beach

Investment Portfolio

October 2017

As Finance Director for the City of Manhattan Beach, I hereby certify that these investments are in compliance with the City's investment policy (unless otherwise noted). Sufficient liquidity has been maintained to meet budget expenditure requirements for the current six month period.



Bruce Moe, Director of Finance

CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Summary
October 1, 2017 through October 31, 2017

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
LAIF	30,200,000.00	30,200,000.00	30,200,000.00	30.65	1	1	1.127	1.143
Certificates of Deposit - Bank	1,681,000.00	1,680,843.34	1,681,000.00	1.71	1,661	93	1.110	1.125
Medium Term Notes	18,500,000.00	18,543,165.00	18,580,802.48	18.86	1,069	558	1.568	1.589
Federal Agency Issues - Coupon	48,000,000.00	47,744,110.00	48,076,147.04	48.79	1,544	889	1.589	1.611
Investments	98,381,000.00	98,168,118.34	98,537,949.52	100.00%	983	541	1.435	1.455
Cash and Accrued Interest								
Passbook/Checking (not included in yield calculations)	2,887,306.23	2,887,306.23	2,887,306.23		1	1	0.000	0.000
Accrued Interest at Purchase		48,698.91	48,698.91					
Subtotal		2,936,005.14	2,936,005.14					
Total Cash and Investments	101,268,306.23	101,104,123.48	101,473,954.66		983	541	1.435	1.455

Total Earnings	October 31 Month Ending	Fiscal Year To Date
Current Year	130,424.26	505,413.52


 BRUCE A. MOE, FINANCE DIRECTOR

CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Investments
October 31, 2017

City Council Meeting
 December 5, 2017

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
LAIF											
SYS3000	3000	Local Agency Invest. Fund	07/01/2000	30,200,000.00	30,200,000.00	30,200,000.00	1.143		1.143	1	
Subtotal and Average				30,200,000.00	30,200,000.00	30,200,000.00			1.143	1	
Certificates of Deposit - Bank											
101120CZ4	CD0024	Boston Private Bank & Trust	04/04/2013	245,000.00	244,688.85	245,000.00	0.950		0.950	154	04/04/2018
17453FBG6	CD0036	CITIZENS DEPOSIT BANK	02/20/2014	211,000.00	211,029.54	211,000.00	1.300		1.300	111	02/20/2018
320844NW9	CD0038	FIRST MERT BANK	02/24/2014	245,000.00	245,276.85	245,000.00	1.300		1.300	117	02/26/2018
856284J21	CD0018	State Bank of India	12/21/2012	245,000.00	245,049.00	245,000.00	1.200		1.200	50	12/21/2017
88413QAH11	CD0037	THIRD FEDERAL SAVINGS & LOAN	02/21/2014	245,000.00	245,061.25	245,000.00	1.150		1.150	20	11/21/2017
938828AA8	CD0023	Washington Federal	03/28/2013	245,000.00	244,762.35	245,000.00	1.000		1.000	147	03/28/2018
94768NJE5	CD0019	Webster Bank	12/26/2012	245,000.00	244,975.50	245,000.00	1.000		1.000	55	12/26/2017
Subtotal and Average				1,681,000.00	1,680,843.34	1,681,000.00			1.125	93	
Money Market Fund											
SYSGMRA39907	GMRA39907	Union Bank of California	10/09/2008	0.00	0.00	0.00	0.350		0.350	1	
Subtotal and Average				0.00	0.00	0.00			0.000	0	
Medium Term Notes											
037833AJ9	MTN0092	APPLE INC	05/24/2017	1,000,000.00	997,800.00	997,940.00	1.000	AA+	1.221	183	05/03/2018
110122BA5	MTN0089	Bristol-Myers	03/15/2017	1,000,000.00	998,060.00	999,040.00	1.600	A+	1.650	483	02/27/2019
22160KAF2	MTN0080	COSTCO COMPANIES	12/30/2015	1,000,000.00	999,060.00	993,880.00	1.700	A+	1.861	774	12/15/2019
166764AA8	MTN0076	CHEVRON CORP	06/23/2015	1,000,000.00	999,770.00	998,400.00	1.104	AA-	1.170	34	12/05/2017
166764AA8	MTN0093	CHEVRON CORP	05/24/2017	1,000,000.00	999,770.00	999,750.00	1.104	AA-	1.151	34	12/05/2017
36962G4D3	MTN0083	Gen elec Cap Corp	06/01/2016	1,000,000.00	1,072,410.00	1,095,820.61	6.000	AA+	1.720	644	08/07/2019
459200HK0	MTN0079	IBM Corporation	12/30/2015	1,000,000.00	999,490.00	997,240.00	1.250	AA-	1.383	99	02/08/2018
48125LRG9	MTN0091	JP MORGAN CHASE	05/24/2017	1,000,000.00	996,700.00	997,260.00	1.650	A+	1.770	691	09/23/2019
191216BY5	MTN0085	COCA-COLA CO	10/18/2016	1,000,000.00	986,200.00	997,190.00	1.550	AA-	1.610	1,400	09/01/2021
594918AC8	MTN0075	MICROSOFT CORP.	05/19/2015	1,000,000.00	1,039,010.00	1,049,707.27	4.200	AAA	1.783	577	06/01/2019
594918BN3	MTN0084	MICROSOFT CORP.	09/02/2016	1,000,000.00	989,630.00	999,710.00	1.100	AAA	1.110	645	08/08/2019
63254AAQ13	MTN0087	NATL AUSTRALIA BANK	12/28/2016	1,000,000.00	991,230.00	985,904.60	1.375	AA-	1.992	618	07/12/2019
717081DG5	MTN0073	Pfizer Inc	12/27/2013	1,000,000.00	1,000,130.00	990,150.00	1.500	AA	1.730	226	06/15/2018
742718EN5	MTN0090	Procter & Gamble	03/15/2017	1,000,000.00	994,150.00	990,350.00	1.850	AA-	2.110	1,189	02/02/2021
89236TCX1	MTN0082	TOYOTA MOTOR CREDIT	06/01/2016	1,000,000.00	998,690.00	1,001,450.00	1.200	AA-	1.120	156	04/06/2018
904764AT4	MTN0086	UNILEVER CAPITAL	10/18/2016	500,000.00	486,155.00	495,980.00	1.375	A+	1.550	1,365	07/28/2021
91324PCB6	MTN0088	United Healthcare Group Inc	12/28/2016	1,000,000.00	998,530.00	995,990.00	1.625	A+	1.810	499	03/15/2019
90331HMY6	MTN0081	US BANK NA OHIO	06/01/2016	1,000,000.00	994,900.00	999,710.00	1.400	AA-	1.410	541	04/26/2019

Portfolio CITY
 CP
 PM (PRF_PM2) 7.3.0

61 of 494

CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Investments
October 31, 2017

City Council Meeting
December 5, 2017

62 Of 494

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes											
30231GAG7	MTN0077	EXXON MOBIL CORPORATION	08/21/2015	1,000,000.00	1,001,480.00	995,330.00	1.912	AAA	2.020	856	03/06/2020
Subtotal and Average				18,500,000.00	18,543,165.00	18,580,802.48			1.589	558	
Federal Agency Issues - Coupon											
3133EDE99	FAC0219	FED FARM CR BK	02/13/2014	2,000,000.00	2,000,580.00	2,001,356.57	1.340	AA+	1.208	58	12/29/2017
3133EDLR1	FAC0222	FED FARM CR BK	05/29/2014	2,000,000.00	2,001,120.00	2,004,134.66	1.650	AA+	1.542	560	05/15/2019
3133EEW55	FAC0236	FED FARM CR BK	06/19/2015	2,000,000.00	2,003,100.00	2,001,898.00	1.800	AA+	1.780	957	06/15/2020
3133EGYB5	FAC0253	FED FARM CR BK	10/14/2016	2,000,000.00	1,939,820.00	1,999,000.00	1.540	AA+	1.550	1,441	10/12/2021
3133EGW92	FAC0255	FED FARM CR BK	12/28/2016	1,000,000.00	995,950.00	997,682.00	1.500	AA+	1.580	778	12/19/2019
3133EG2P9	FAC0257	FED FARM CR BK	12/29/2016	1,000,000.00	999,940.00	1,000,000.00	2.320	AA+	2.320	1,519	12/29/2021
3133EHCT8	FAC0259	FED FARM CR BK	05/22/2017	1,000,000.00	1,003,320.00	1,012,313.94	2.150	AA+	1.894	1,595	03/15/2022
3130A0CU2	FAC0217	Federal Home Loan Bank	11/21/2013	1,000,000.00	999,380.00	1,000,000.00	1.550	AA	1.550	385	11/21/2018
313376BR5	FAC0218	Federal Home Loan Bank	12/27/2013	1,000,000.00	1,002,520.00	998,570.00	1.750	AA+	1.780	408	12/14/2018
3130A6AE7	FAC0240	Federal Home Loan Bank	10/26/2015	1,000,000.00	997,270.00	1,005,240.00	1.125	AA+	0.940	317	09/14/2018
3130A8BQ5	FAC0248	Federal Home Loan Bank	06/15/2016	2,000,000.00	1,979,360.00	2,000,000.00	1.690	AA+	1.690	1,230	03/15/2021
3130A8NT6	FAC0251	Federal Home Loan Bank	07/13/2016	2,000,000.00	1,958,040.00	2,000,000.00	1.480	AA+	1.480	1,350	07/13/2021
3130AC3B8	FAC0264	Federal Home Loan Bank	08/16/2017	1,000,000.00	990,680.00	1,000,000.00	2.000	AA+	2.000	1,568	02/16/2022
3130AC2H6	FAC0265	Federal Home Loan Bank	08/30/2017	2,000,000.00	1,977,640.00	2,000,000.00	2.160	AA+	2.160	1,757	08/24/2022
3137EADK2	FAC0224	Federal Home Loan Mortgage	08/01/2014	2,000,000.00	1,987,000.00	1,978,930.28	1.250	AA+	1.788	638	08/01/2019
3134G3P53	FAC0245	Federal Home Loan Mortgage	03/17/2016	1,000,000.00	1,007,070.00	1,013,939.61	2.000	AA+	1.364	707	10/09/2019
3134G9E52	FAC0250	Federal Home Loan Mortgage	07/05/2016	1,000,000.00	975,910.00	1,000,000.00	1.330	AA+	1.330	1,155	12/30/2020
3134G9M79	FAC0258	Federal Home Loan Mortgage	03/13/2017	2,000,000.00	1,993,960.00	1,984,864.69	1.875	AA+	2.076	1,363	07/26/2021
3134G3K58	FAC0260	Federal Home Loan Mortgage	05/22/2017	1,000,000.00	993,100.00	999,850.00	1.500	AA+	1.505	869	03/19/2020
3134GBSB9	FAC0263	Federal Home Loan Mortgage	08/11/2017	2,000,000.00	1,994,400.00	2,000,000.00	1.500	AA+	1.500	688	09/20/2019
3135G0ZA4	FAC0221	Fannie Mae	05/29/2014	1,000,000.00	1,004,340.00	1,006,693.81	1.875	AA+	1.478	475	02/19/2019
3135G0ZY2	FAC0231	Fannie Mae	02/20/2015	2,000,000.00	2,002,880.00	2,005,521.00	1.750	AA+	1.642	755	11/26/2019
3135G0YM9	FAC0232	Fannie Mae	02/20/2015	2,000,000.00	2,006,880.00	2,014,819.91	1.875	AA+	1.318	321	09/18/2018
3135G0ZA4	FAC0235	Fannie Mae	06/19/2015	2,000,000.00	2,008,680.00	2,017,661.08	1.875	AA+	1.370	475	02/19/2019
3136G0X55	FAC0246	Fannie Mae	03/17/2016	1,000,000.00	991,080.00	995,550.00	1.500	AA+	1.600	1,094	10/30/2020
3136G36C4	FAC0252	Fannie Mae	09/29/2016	2,000,000.00	1,950,180.00	2,000,000.00	1.600	AA+	1.600	1,428	09/29/2021
3136G4EK5	FAC0254	Fannie Mae	10/28/2016	2,000,000.00	1,971,160.00	1,996,000.00	1.200	AA+	1.255	1,000	07/28/2020
3135G0J20	FAC0256	Fannie Mae	12/28/2016	1,000,000.00	984,780.00	979,898.06	1.375	AA+	1.917	1,213	02/26/2021
3135G0T45	FAC0261	Fannie Mae	05/22/2017	1,000,000.00	993,470.00	1,001,150.00	1.875	AA+	1.850	1,616	04/05/2022
880591EQ1	FAC0220	Tennessee Valley Authority	05/29/2014	2,000,000.00	2,004,280.00	2,009,240.99	1.750	AA+	1.395	348	10/15/2018
880591EC2	FAC0241	Tennessee Valley Authority	10/26/2015	1,000,000.00	1,013,110.00	1,026,898.69	4.500	AA+	0.977	151	04/01/2018
880591EC2	FAC0262	Tennessee Valley Authority	05/22/2017	1,000,000.00	1,013,110.00	1,024,933.75	4.500	AA+	2.572	151	04/01/2018

**CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Investments
October 31, 2017**

City Council Meeting
December 5, 2017

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Subtotal and Average				48,000,000.00	47,744,110.00	48,076,147.04			1.611	889
Total and Average				98,381,000.00	98,168,118.34	98,537,949.52			1.455	541

CITY OF MANHATTAN BEACH
Portfolio Management
Portfolio Details - Cash
October 31, 2017

City Council Meeting
December 5, 2017

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Money Market Fund										
SYS39903-39902	39901	UNION BANK	06/01/2003	2,887,306.23	2,887,306.23	2,887,306.23			0.000	1
Subtotal and Average			Accrued Interest at Purchase		48,698.91	48,698.91				1
			Subtotal		2,936,005.14	2,936,005.14				
Total Cash and Investments					101,268,306.23	101,104,123.48			1.455	541

City of Manhattan Beach
Investment Portfolio Summary
As of October 31, 2017

City Council Meeting
 December 5, 2017

PORTFOLIO PROFILE	Oct 31, 2017	Sep 30, 2017	Aug 31, 2017	Jul 31, 2017	Jun 30, 2017
Total Book Value (Excluding Trust Funds)	\$98,537,950	\$100,537,700	\$101,048,437	\$103,296,279	\$107,545,968
Increase/(Decrease) from Prior Period	(1,999,750)	(510,737)	(2,247,842)	(4,249,689)	(3,120,586)
Percentage Change	(2.0%)	(0.5%)	(2.2%)	(4.0%)	(2.8%)
Average Yield to Maturity (365 Days)	1.455%	1.442%	1.431%	1.365%	1.348%
Increase/(Decrease) from Prior Period	0.013%	0.010%	0.067%	0.016%	0.025%

PORTFOLIO ALLOCATIONS

By Security	Value (Par)	Percent	Par YTM	Time Horizon	Percent
LAIF*	\$30,200,000	30.70%	1.143%	Next 12 months	48%
Certificates of Deposit	1,681,000	1.7%	1.125%	Months 13-24	20%
Medium Term Notes	18,500,000	18.8%	1.589%	Months 25-36	11%
Federal Agencies	48,000,000	48.8%	1.611%	Months 37-48	15%
				Months 49-60	6%
Total	\$98,381,000	100.0%	1.455%	Total	100.0%

*LAIF YTM as of October 31, 2017

RECENT ACTIVITY

Security	Date of Activity	Maturity Date	Purchase (Par)	Maturing/Call	YTM
FHLMC - 1.5% Coupon	8/11/2017	9/20/2019	2,000,000		1.497%
FHLB - 2% Coupon	8/16/2017	2/16/2022	1,000,000		2.000%
FHLB - 2.16% Coupon	8/30/2017	8/24/2022	2,000,000		2.160%
Total Purchases			\$5,000,000		1.863%
Matured: FFCB - 1.55% Coupon	9/18/2017	9/18/2017		2,000,000	1.192%
Called: FHLB - 1% Coupon	9/18/2017	9/18/2020		1,000,000	1.000%
Matured: FHLB - 1.2% Coupon	9/19/2017	9/19/2017		3,000,000	1.180%
Matured: FHLMC - 1% Coupon	9/29/2017	9/29/2017		1,000,000	0.640%
Matured: MTN - 1.25% Coupon	10/5/2017	10/5/2017		1,000,000	1.140%
Matured: MTN - 1.2% Coupon	10/16/2017	10/15/2017		1,000,000	1.350%
Total Maturing/Calls				\$9,000,000	1.117%

65 of 494

City of Manhattan Beach
Investment Portfolio Summary
As of October 31, 2017

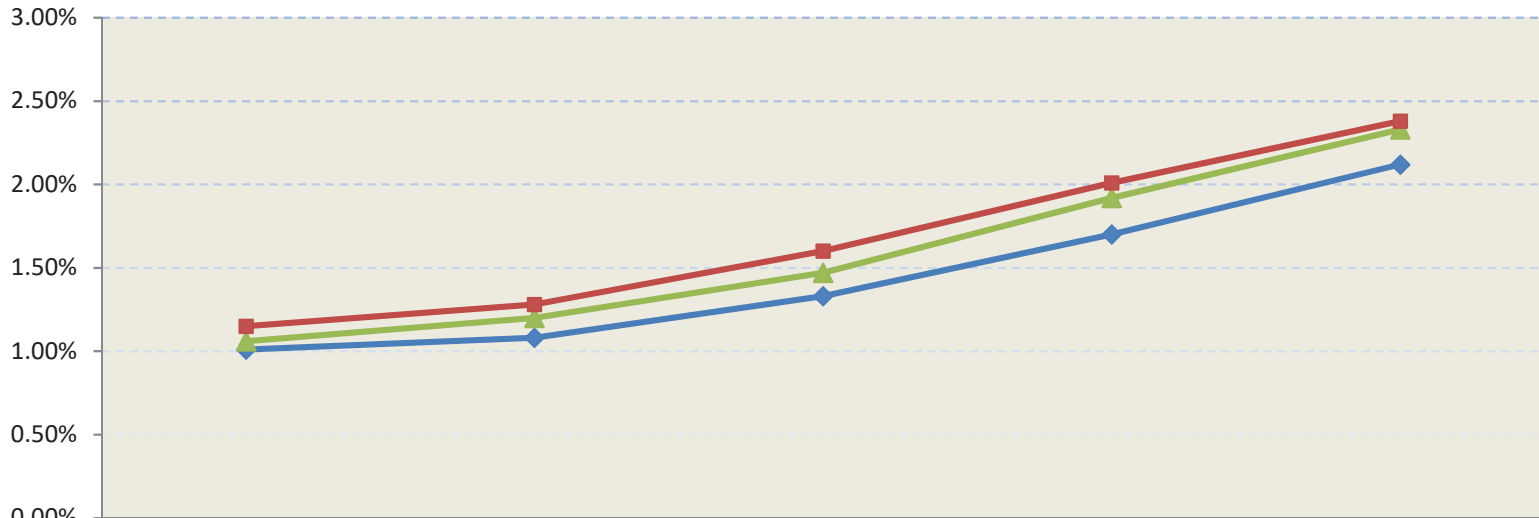
City Council Meeting
 December 5, 2017

PORTFOLIO FUNDS HELD IN TRUST	Value
Police/Fire Refund Delivery Cost	\$17
Marine Avenue	15
Metlox & Water/Wastewater Refunding	20
UUAD Assessment Funds	1,361,792
Total Funds Held in Trust	\$1,361,844

As of October 31, 2017

US Treasuries Yield Curve

www.treas.gov



	3-Month	6-Month	2-Year	5-Year	10-Year
Aug 31 2017	1.01%	1.08%	1.33%	1.70%	2.12%
Sep 29 2017	1.06%	1.20%	1.47%	1.92%	2.33%
Oct 31 2017	1.15%	1.28%	1.60%	2.01%	2.38%

CITY OF MANHATTAN BEACH
Portfolio Maturity Structure
 November 2017 through October 2022

HELD TO MATURITY
Rolling 60 Months

Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt						
Nov 17	11/21/17	1.2%	CD	nc	\$0.2M	Nov 18	11/21/18	1.55%	FHLB	nc	\$1.0M	Nov 19	11/26/19	1.64%	FNMA	nc	\$2.0M	Nov 20						Nov 21					
Dec 17	12/5/17	1.2%	MTN	MW: 7.5	\$1.0M	Dec 18	12/14/18	1.78%	FHLB	nc	\$1.0M	Dec 19	12/15/19	1.86%	MTN	nc	\$1.0M	Dec 20	12/30/20	1.33%	FHLMC	12/30/16	\$1.0M	Dec 21	12/29/21	2.32%	FFCB	12/29/17	\$1.0M
	12/21/17	1.2%	CD	nc	\$0.2M								12/19/19	1.58%	FFCB	nc	\$1.0M												
	12/26/17	1.0%	CD	nc	\$0.2M																								
	12/29/17	1.2%	FFCB	nc	\$2.0M																								
	12/5/17	1.2%	MTN	MW: 7.5	\$1.0M																								
Jan 18						Jan 19						Jan 20						Jan 21						Jan 22					
Feb 18	2/8/18	1.4%	MTN	nc	\$1.0M	Feb 19	2/19/19	1.48%	FNMA	nc	\$1.0M	Feb 20						Feb 21	2/2/21	2.11%	MTN	MW: 10	\$1.0M	Feb 22	2/16/22	2.00%	FHLB	2/16/18	\$1.0M
	2/20/18	1.3%	CD	nc	\$0.2M		2/19/19	1.37%	FNMA	nc	\$2.0M								2/26/21	1.92%	FNMA	nc	\$1.0M						
	2/26/18	1.3%	CD	nc	\$0.2M		2/27/19	1.65%	MTN	MW:10	\$1.0M																		
Mar 18	3/28/18	1.0%	CD	nc	\$0.2M	Mar 19	3/15/19	1.81%	MTN	MW: 10	\$1.0M	Mar 20	3/6/20	2.02%	MTN	MW: 5	\$1.0M	Mar 21	3/15/21	1.69%	FHLB	3/15/17	\$2.0M	Mar 22	3/15/22	1.89%	FFCB	nc	\$1.0M
													3/19/20	1.51%	FHLMC	nc	\$1.0M												
Apr 18	4/1/18	1.0%	TVA	nc	\$1.0M	Apr 19	4/26/19	1.41%	MTN	3/26/19	\$1.0M	Apr 20						Apr 21						Apr 22	4/5/22	1.85%	FNMA	nc	\$1.0M
	4/4/18	1.0%	CD	nc	\$0.2M																								
	4/6/18	1.1%	MTN	nc	\$1.0M																								
	4/1/18	2.6%	TVA	nc	\$1.0M																								
May 18	5/3/18	1.2%	MTN	MW: 10	\$1.0M	May 19	5/15/19	1.54%	FFCB	nc	\$2.0M	May 20						May 21						May 22					
Jun 18	6/15/18	1.7%	MTN	MW: 10	\$1.0M	Jun 19	6/1/19	1.78%	MTN	nc	\$1.0M	Jun 20	6/15/20	1.78%	FFCB	nc	\$2.0M	Jun 21						Jun 22					
Jul 18						Jul 19	7/12/19	1.99%	MTN	nc	\$1.0M	Jul 20	7/28/20	1.25%	FNMA	7/28/17	\$2.0M	Jul 21	7/13/21	1.48%	FHLB	1/13/17	\$2.0M	Jul 22					
																			7/26/21	2.08%	FHLMC	nc	\$2.0M						
																			7/28/21	1.55%	MTN	nc	\$0.5M						
Aug 18						Aug 19	8/1/19	1.79%	FHLMC	nc	\$2.0M	Aug 20						Aug 21						Aug 22	8/24/22	2.16%	FHLB	11/24/17	\$2.0M
							8/7/19	1.72%	MTN	nc	\$1.0M																		
							8/8/19	1.11%	MTN	nc	\$1.0M																		
Sep 18	9/14/18	0.9%	FHLB	nc	\$1.0M	Sep 19						Sep 20						Sep 21	9/1/21	1.61%	MTN	nc	\$1.0M	Sep 22					
	9/18/18	1.3%	FNMA	nc	\$2.0M		9/20/19	1.50%	FHLMC	9/20/17	\$2.0M								9/29/21	1.60%	FNMA	3/29/17	\$2.0M						
							9/23/19	1.77%	MTN	8/23/19	\$1.0M																		
Oct 18	10/15/18	1.4%	TVA	nc	\$2.0M	Oct 19	10/9/19	1.36%	FHLMC	nc	\$1.0M	Oct 20	10/30/20	1.60%	FNMA	nc	\$1.0M	Oct 21	10/12/21	1.55%	FFCB	10/12/17	\$2.0M	Oct 22					
Total By Year (excl LAIF)					\$16.68m						\$20.00m						\$11.00m						\$14.50m						\$6.00m
% of Total Securities (excl LAIF)					24%						29%						16%						21%						9%
% of Total Investments (incl LAIF)					48%						20%						11%						15%						6%

Total Securities	69%	\$68.2M
LAIF	31%	\$30.2M
Total Investments	100%	\$98.4M

Shaded rows indicate months with significant cash inflows.

City of Manhattan Beach
Investment Policy Compliance Chart

As of October 31, 2017

Instrument			% of Total	Dollar Compliance		Percentage Compliance		Term Compliance	
				Limit	Compliant?	Limit	Compliant?	Limit	Compliant?
Local Agency Investment Fund (LAIF)		\$30,200,000	30.7%	\$50,000,000	Yes	<i>Temporary Suspension</i>			
Certificates of Deposit									
First Merit Bank (13675)	13675	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Citizens Deposit Bk (16852)	16852	211,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Webster Bank (18221)	18221	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Boston Private Bank & Trust (24811)	24811	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Third Fed Svgs Bk (30012)	30012	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Washington Federal (30570)	30570	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
State Bank of India NY (33682)	33682	245,000	0.2%	1,000,000	Yes	5.0%	Yes	5 Years	Yes
Total Certificates of Deposit (7)		\$1,681,000	1.7%			20.0%	Yes		
Medium Term (Corporate) Notes									
Costco		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
<i>Total Consumer Staples Sector</i>		<i>\$1,000,000</i>	<i>1.0%</i>			<i>10.0%</i>	<i>Yes</i>		
Coca-Cola		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
Unilever Capital		500,000	0.5%			5.0%	Yes	5 Years	Yes
Proctor & Gamble		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
<i>Total Consumer Goods Sector</i>		<i>\$2,500,000</i>	<i>2.5%</i>			<i>10.0%</i>	<i>Yes</i>		
Toyota Motor Credit		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
US Bank NA Ohio		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
Natl Australia Bank/NY		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
JP Morgan Chase		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
<i>Total Financial Sector</i>		<i>\$4,000,000</i>	<i>4.1%</i>			<i>10.0%</i>	<i>Yes</i>		
Chevron		2,000,000	2.0%			5.0%	Yes	5 Years	Yes
Exxon Mobil		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
<i>Total Energy Sector</i>		<i>\$3,000,000</i>	<i>3.0%</i>			<i>10.0%</i>	<i>Yes</i>		
United Health Group Inc.		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
Pfizer Inc		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
Bristol-Myers		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
<i>Total Healthcare Sector</i>		<i>\$3,000,000</i>	<i>3.0%</i>			<i>10.0%</i>	<i>Yes</i>		
GE Company		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
<i>Total Industrials Sector</i>		<i>\$1,000,000</i>	<i>1.0%</i>			<i>10.0%</i>	<i>Yes</i>		
Microsoft		2,000,000	2.0%			5.0%	Yes	5 Years	Yes
IBM		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
Apple Inc		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
<i>Total Technology Sector</i>		<i>\$4,000,000</i>	<i>4.1%</i>			<i>10.0%</i>	<i>Yes</i>		
Total Medium Term Notes (17) *		\$18,500,000	18.8%			20.0%	Yes		
Federal Agencies									
Federal Home Loan Bank (FHLB)		\$10,000,000	10.2%			33.3%	Yes	5 Years	Yes
Federal Farm Credit (FFCB)		11,000,000	11.2%			33.3%	Yes	5 Years	Yes
Fannie Mae (FNMA)		14,000,000	14.2%			33.3%	Yes	5 Years	Yes
Freddie Mac (FHLMC)		9,000,000	9.1%			33.3%	Yes	5 Years	Yes
Tennessee Valley Authority (TVA)		4,000,000	4.1%			33.3%	Yes	5 Years	Yes
Total Federal Agencies (14)		\$48,000,000	48.8%			60.0%	Yes		
Total Portfolio		\$98,381,000	100.0%						

CITY OF MANHATTAN BEACH
October 31, 2017

<u>Investments</u>	Book Value
LAIF	\$30,200,000.00
Medium Term Notes	18,580,802.48
Federal Agency Issues-Coupon	48,076,147.04
Certificates of Deposit	1,681,000.00
Subtotal Investments	<u>\$98,537,949.52</u>
<u>Demand Deposit/Petty Cash</u>	
Cash in Bank	\$2,887,306.23
Petty Cash	2,661.34
Subtotal Demand Deposit	<u>\$2,889,967.57</u>
<u>Subtotal City Cash & Investments</u>	<u>\$101,427,917.09</u>
<u>Bond Funds Held in Trust</u>	
Police Fire Refund Delivery Cost	\$16.88
Marine	15.46
Metlox & Water/Wastewater Refunding	19.91
Utility Assessment Dist	1,361,792.17
Subtotal Bonds Held in Trust	<u>\$1,361,844.42</u>
Treasurer's Balance	<u><u>\$102,789,761.51</u></u>
<u>Investment Trust Funds</u>	
Pension Rate Stabilization Trust	750,000.00
	<u><u>\$750,000.00</u></u>



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
10/09/17	1.13	1.13	193
10/10/17	1.13	1.13	194
10/11/17	1.13	1.13	192
10/12/17	1.14	1.13	193
10/13/17	1.14	1.13	193
10/14/17	1.14	1.13	193
10/15/17	1.14	1.13	193
10/16/17	1.15	1.14	195
10/17/17	1.15	1.14	193
10/18/17	1.15	1.14	193
10/19/17	1.15	1.14	192
10/20/17	1.15	1.14	192
10/21/17	1.15	1.14	192
10/22/17	1.15	1.14	192
10/23/17	1.15	1.14	189
10/24/17	1.15	1.14	187
10/25/17	1.15	1.14	186
10/26/17	1.16	1.14	187
10/27/17	1.16	1.14	195
10/28/17	1.16	1.14	195
10/29/17	1.16	1.14	195
10/30/17	1.16	1.14	190
10/31/17	1.16	1.14	184
11/01/17	1.16	1.14	191
11/02/17	1.16	1.14	195
11/03/17	1.16	1.14	195
11/04/17	1.16	1.15	195
11/05/17	1.16	1.15	195
11/06/17	1.16	1.15	194
11/07/17	1.16	1.15	196
11/08/17	1.16	1.15	197

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

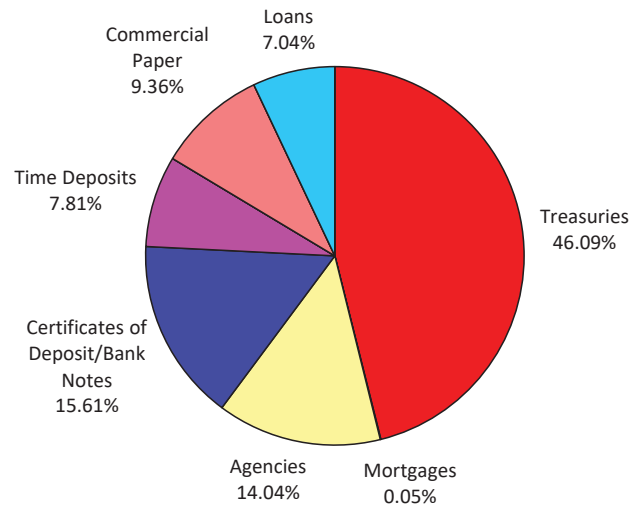
Quarter Ending 09/30/17

Apportionment Rate: 1.07%
 Earnings Ratio: .00002942867511750
 Fair Value Factor: .999042071
 Daily: 1.11%
 Quarter to Date: 1.08%
 Average Life: 190

PMIA Average Monthly Effective Yields

Oct 2017 1.143
 Sept 2017 1.111
 Aug 2017 1.084

**Pooled Money Investment Account
Portfolio Composition
10/31/17
\$72.4 billion**



City of Manhattan Beach



Month End Report October 2017 Fiscal Year 2017-2018

**City of Manhattan Beach
Fiscal Year 2017-2018**

Data Date: 11/22/2017

Period 4 - October

Percent Year: 33.3%

General Fund Expenditures By Department

		Annual Budget	Current Month	YTD Expend.	YTD Encumb.	Available Budget	Percent Utilized*
11	Management Services	4,220,591	369,955	1,318,021	326,144	2,576,426	38.96
12	Finance	4,342,906	245,440	1,018,767	45,861	3,278,277	24.51
13	Human Resources	1,277,653	71,519	321,795	11,725	944,133	26.10
14	Parks and Recreation	8,542,568	504,697	2,539,037	53,153	5,950,378	30.34
15	Police	26,743,082	2,088,840	8,592,338	310,470	17,840,273	33.29
16	Fire	12,978,930	1,015,919	4,093,564	45,110	8,840,255	31.89
17	Community Development	5,250,413	349,861	1,282,847	188,982	3,778,584	28.03
18	Public Works	7,305,480	512,367	1,751,345	14,416	5,539,718	24.17
19	Information Technology	313,619	54,792	131,043	650	181,926	41.99
100	General Fund	70,975,241	5,213,389	21,048,758	996,511	48,929,972	31.06

*Percent Utilized includes YTD encumbrances.

City of Manhattan Beach
Fiscal Year 2017-18 Statement of Revenues & Expenditures
October 31, 2017

% of Year
33.3%

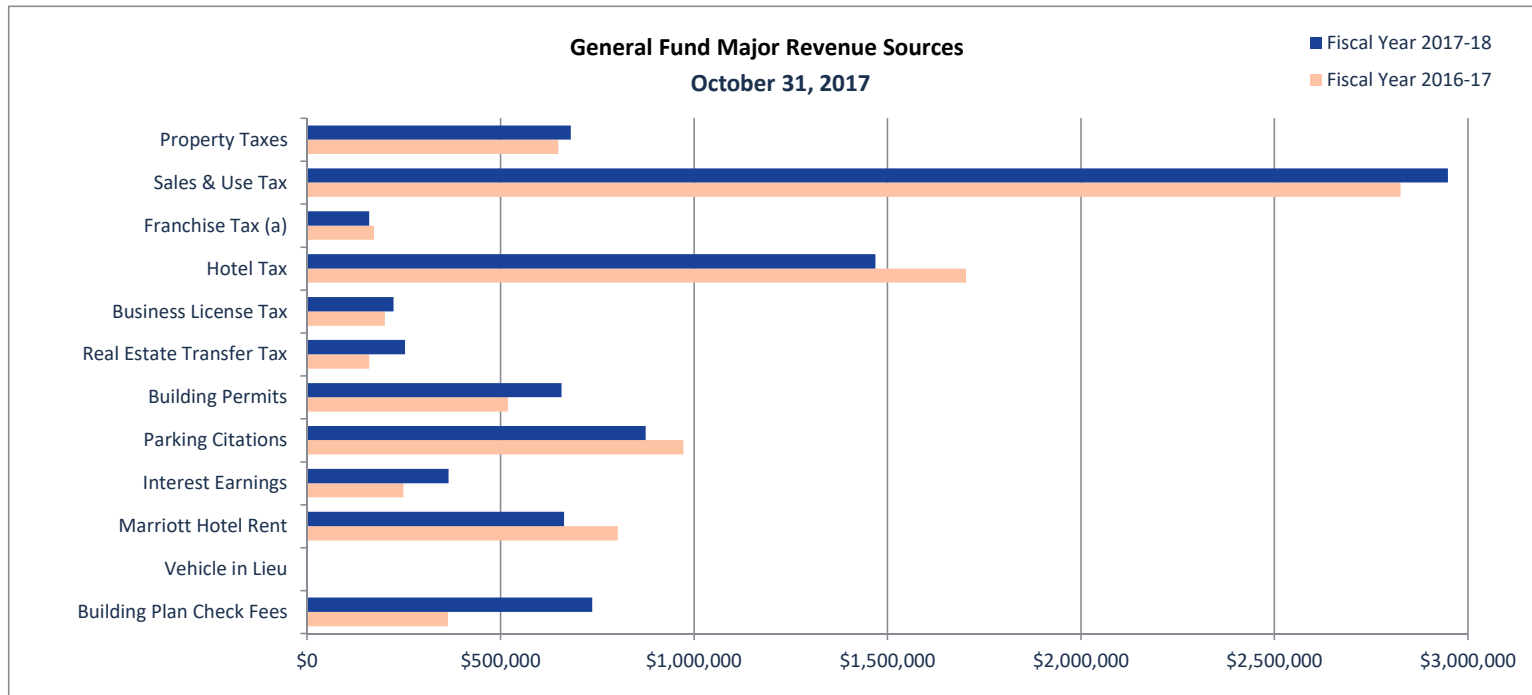
Current Year Activity

<u>Fund Title</u>	<u>Fund No.</u>	<u>Budgeted Revenue</u>	<u>YTD Revenues</u>	<u>% Realized</u>	<u>Budgeted Expenditures</u>	<u>YTD Expenditures</u>	<u>% Expended</u>
General Fund	100	\$71,213,648	\$14,710,591	20.7%	\$70,975,241	\$21,048,758	29.7%
Street Lighting & Landscaping Fund	201	395,890	83	0.0%	623,419	130,679	21.0%
Gas Tax Fund	205	2,939,934	227,678	7.7%	6,593,056	162,899	2.5%
Asset Forfeiture	210	708,300	8,367	1.2%	1,109,308	51,169	4.6%
Police Safety Grants	211	101,400	60,833	60.0%	123,382	22,471	18.2%
Federal & State Grants	220	-	-	n/a	-	-	n/a
Prop A Fund	230	679,839	169,017	24.9%	896,041	269,582	30.1%
Prop C Fund	231	18,286,497	171,173	0.9%	21,782,136	12,098	0.1%
AB 2766 Fund	232	50,412	728	1.4%	11,300	8,729	77.2%
Measure R	233	420,887	115,647	27.5%	1,744,579	184,522	10.6%
Measure M	234	415,899	27,069	6.5%	242,185	3,515	1.5%
Capital Improvements Fund	401	4,912,033	1,526,589	31.1%	11,568,669	127,337	1.1%
Underground Assessment District Construction	403	1,800	2,083	115.7%	-	-	n/a
Water Fund	501	14,931,000	5,842,405	39.1%	22,502,930	3,104,768	13.8%
Storm Drain Fund	502	354,300	12,688	3.6%	2,501,199	175,971	7.0%
Wastewater Fund	503	3,350,500	1,270,189	37.9%	6,718,320	437,949	6.5%
Refuse Fund	510	4,293,026	1,423,913	33.2%	4,402,061	772,570	17.6%
Parking Fund	520	2,597,000	866,971	33.4%	3,282,095	619,178	18.9%
County Parking Lots Fund	521	798,500	328,858	41.2%	619,319	61,734	10.0%
State Pier & Parking Lot Fund	522	608,600	287,764	47.3%	1,112,712	223,643	20.1%
Insurance Reserve Fund	601	7,147,960	2,357,638	33.0%	6,514,367	2,642,230	40.6%
Information Systems Reserve Fund	605	2,283,337	761,108	33.3%	2,510,568	613,087	24.4%
Fleet Management Fund	610	3,433,420	603,269	17.6%	4,880,655	353,996	7.3%
Building Maintenance & Operation Fund	615	1,883,969	467,839	24.8%	1,885,350	466,927	24.8%
Special Assessment Debt Service	710	965,000	1,691	0.2%	947,439	922,519	97.4%
City Pension Fund	801	182,000	2,846	1.6%	243,900	75,203	30.8%
		\$142,955,151	\$31,247,037	21.9%	\$173,790,232	\$32,491,534	18.7%

**City of Manhattan Beach
Fiscal Year 2018 General Fund Major Revenue Trends
October 31, 2017**

**Percent of Year
33.3%**

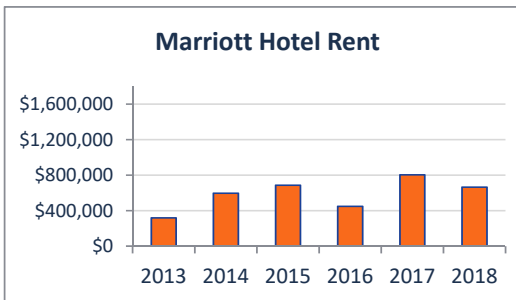
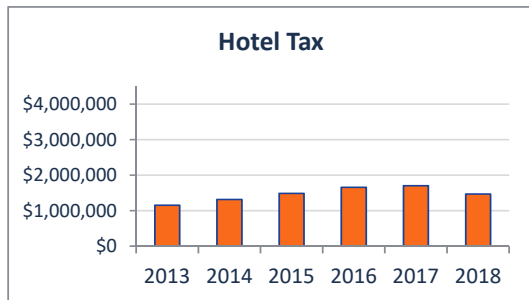
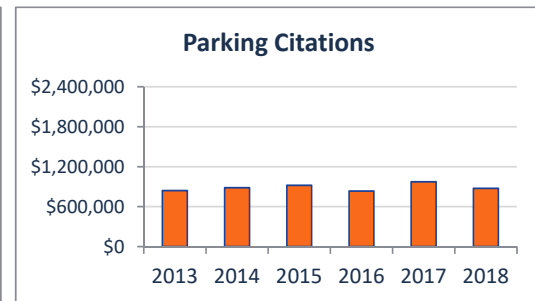
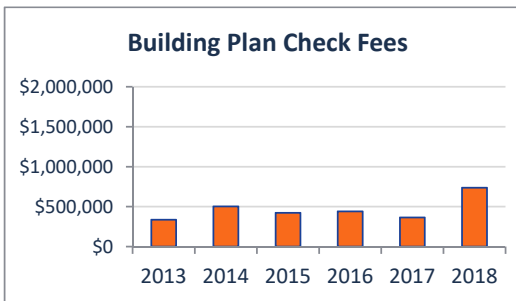
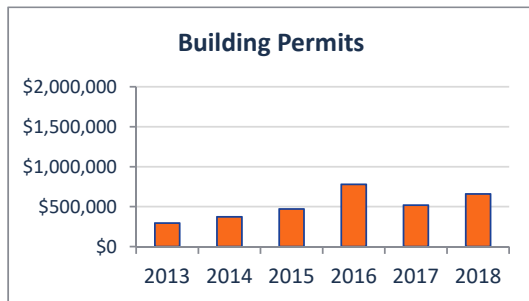
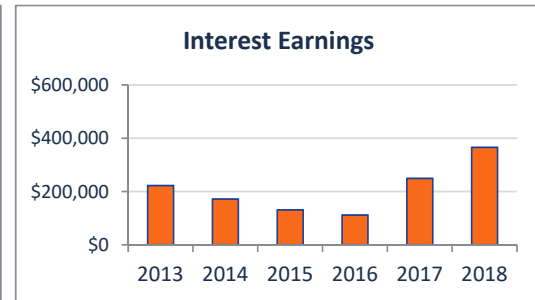
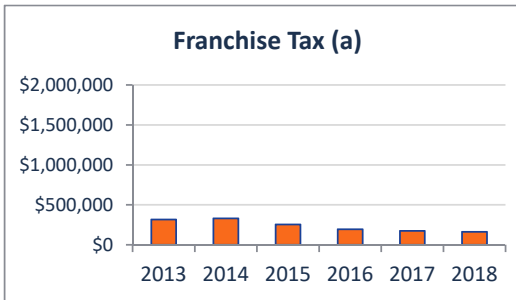
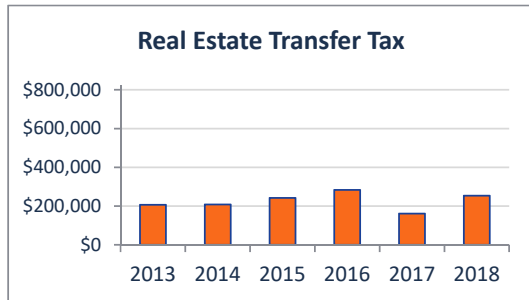
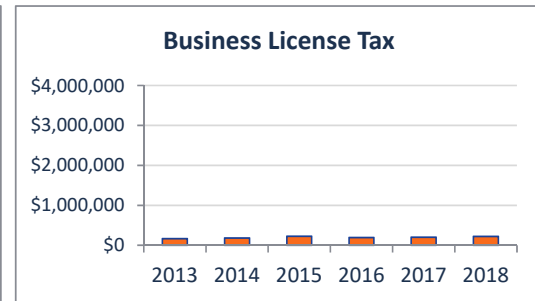
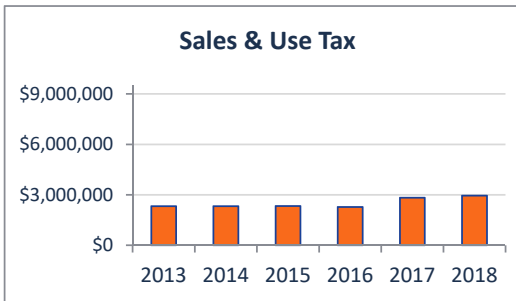
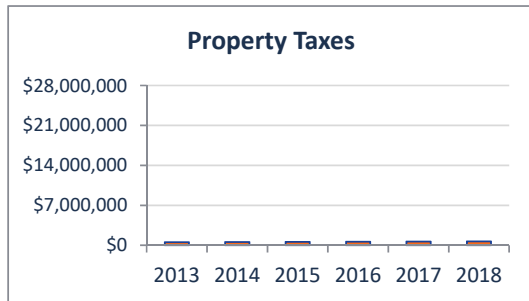
<u>Major Revenue Accounts</u>	Fund No.	Year-To-Date Actuals						FY 2018	
		2013	2014	2015	2016	2017	2018	Adj Budget	Realized
Property Taxes	100	559,639	581,963	605,342	618,978	649,763	682,006	29,511,005	2.3%
Sales & Use Tax	100	2,325,582	2,324,830	2,339,571	2,274,002	2,826,306	2,948,891	9,000,000	32.8%
Franchise Tax (a)	100	317,168	330,728	255,150	195,017	173,341	161,392	1,550,000	10.4%
Hotel Tax	100	1,151,390	1,313,817	1,486,008	1,655,116	1,703,438	1,469,012	4,526,500	32.5%
Business License Tax	100	167,798	180,230	226,094	194,319	201,436	223,753	3,600,000	6.2%
Real Estate Transfer Tax	100	206,482	208,095	241,777	282,971	161,073	253,528	600,000	42.3%
Building Permits	100	294,788	373,494	470,334	778,396	519,813	658,173	1,737,700	37.9%
Parking Citations	100	842,001	885,338	921,427	834,243	973,088	875,245	2,586,000	33.8%
Interest Earnings	100	222,198	172,082	130,749	111,852	249,232	366,051	600,000	61.0%
Marriott Hotel Rent	100	317,937	595,317	687,147	447,647	803,306	664,719	1,600,000	41.5%
Vehicle in Lieu	100	18,887	15,631	-	-	-	-	-	-
Building Plan Check Fees	100	336,015	503,710	421,817	440,629	364,134	737,499	1,400,000	52.7%
Total Major Revenue Accounts		6,759,884	7,485,236	7,785,416	7,833,170	8,624,932	9,040,269	56,711,205	15.9%
Over/(Under) Prior Year			725,352	300,180	47,754	791,762	415,337		
Percent Change From Prior Year			10.7%	4.0%	0.6%	10.1%	4.8%		
Other Revenues		4,111,690	4,478,114	4,852,030	4,846,451	5,081,884	5,670,322	14,502,443	39.1%
Total General Fund Revenues		10,871,574	11,963,350	12,637,447	12,679,621	13,706,816	14,710,591	71,213,648	20.7%



(a) The structure of payments for the some of the franchise fees has changed resulting in lower initial revenues at the beginning of the fiscal year as compared to prior years. This revenue will self adjust throughout the year to better align with prior full-year numbers.

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

**Percent of Year
33.3%**



(a) The structure of payments for the some of the franchise fees has changed resulting in lower initial revenues at the beginning of the fiscal year as compared to prior years. This revenue will self adjust throughout the year to better align with prior full-year numbers.

Agenda Date: 12/5/2017

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Teresia Zadroga-Haase, Human Resources Director
Gregory S. Borboa, Risk Manager

SUBJECT:

Adopt Resolution No. 17-0143 Regarding the Restated Section 125 Flexible Benefits Plan
(Human Resources Director Zadroga-Haase).

ADOPT RESOLUTION NO. 17-0143

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 17-0143 adopting the restated Section 125 Flexible Benefits Plan and authorize the City Manager to execute the plan document.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with this action.

BACKGROUND:

The City has had a Section 125 Flexible Benefits Plan since 1993. It allows employees to make pre-tax deductions from earning to pay employee share of health insurance premiums, to set aside dollars to pay for medical treatment and related expenses, and to pay for dependent care. The plan requires periodic updating in order to ensure compliance with current statutory requirements and internal practices. The restatement presented for adoption is the result of the most recent update.

DISCUSSION:

A Section 125 Flexible Benefit Plan is an important benefit that allows pre-tax earnings to be used by employees to pay for various benefit elements. The plan is designed to allow for these types of deductions for health premiums, medical expenditures, and dependent care. The Plan structure is governed by the Internal Revenue Code and other legal constructs, to include

provisions of the Affordable Care Act. Staff worked with our benefits consultant and legal advisors to do a comprehensive review. The results of this effort are presented for adoption by City Council and consist of updates to comply with changes in both IRS regulations and the Affordable Care Act, and bring the plan document up to date with the law and with current operational practices. The plan document must be adopted by the governing body.

LEGAL REVIEW

The resolution has been reviewed and approved by the City Attorney as to legal form.

Attachments:

1. Resolution No. 17-0143
2. Restated Section 125 Flexible Benefits Plan

RESOLUTION NO. 17-0143

A RESOLUTION OF THE MANHATTAN BEACH CITY
COUNCIL ADOPTING THE RESTATEMENT OF THE
SECTION 125 FLEXIBLE BENEFIT PLAN

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS
FOLLOWS:

SECTION 1. The City Council hereby adopts the Restatement of the Section 125 Flexible Benefits Plan, which permits the City to make pre-tax deductions from employees' earnings to pay for certain health and welfare benefits to be effective January 1, 2018.

SECTION 2. The Council hereby directs the City Manager to execute the Restatement of the Section 125 Flexible Benefits Plan on behalf of the City, substantially in the form attached to the agenda report for this item.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

City of Manhattan Beach

Section 125 Flexible Benefits Plan

Restatement Effective January 1, 2018

CITY OF MANHATTAN BEACH SECTION 125 FLEXIBLE BENEFITS PLAN

ARTICLE I. Introduction

1.1 Establishment of Plan. City of Manhattan Beach (“City”) hereby amends and restates the City Section 125 Flexible Benefits Plan, upon approval by City Council, effective for plan years beginning January 1, 2018. Capitalized terms shall have the meanings set forth in Article II unless defined elsewhere in the Plan.

This Plan is designed to permit an Eligible Employee to pay for his or her share of Contributions under the Medical Insurance Plan on a pre-tax Salary Reduction basis and to contribute on a pre-tax Salary Reduction basis to a Health FSA for reimbursement of certain Medical Care Expenses, and/or to a Dependent Care FSA for reimbursement of certain Dependent Care Expenses.

1.2 Legal Status. This Plan is intended to qualify as a cafeteria plan under Code § 125 and the regulations issued thereunder and shall be interpreted to accomplish that objective.

The Health FSA Component is intended to qualify as a self-insured medical reimbursement plan under Code § 105, with the reimbursed Medical Care Expenses eligible for exclusion from participating Employees' gross income under Code § 105(b). The Dependent Care FSA Component is intended to qualify as a dependent care assistance program under Code § 129, with the reimbursed Dependent Care Expenses eligible for exclusion from participating Employees' gross income under Code § 129(a).

The Health FSA Component and the Dependent Care FSA Component are separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Code §§ 105 and 129. The Health FSA Component is also a separate plan for purposes of applicable provisions of HIPAA and COBRA.

ARTICLE II. Definitions

2.1 Definitions.

Account(s) means the Health FSA Accounts and the Dependent Care FSA Accounts described in Section 7.5 for Health FSAs, and Section 8.5 for Dependent Care FSAs.

Benefits means the Premium Payment Benefits, the Health FSA Benefits, and the Dependent Care FSA Benefits offered under the Plan.

Benefit Package Option means a qualified benefit under Code § 125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying accident or health plan (such as an HMO or a PPO option under an accident or health plan).

Change in Status means any of the events described below, as well as any other events included in subsequent changes to Code § 125, or regulations or guidance issued thereunder that the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under applicable law and under this Plan:

(a) Legal Marital Status. A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;

(b) Number of Dependents. Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption;

(c) Employment Status. Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan;

(d) *Dependent Eligibility Requirements.* An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, student status, or any similar circumstance; and

(e) *Change in Residence.* A change in the place of residence of the Participant or his or her Spouse or Dependents.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code means the Internal Revenue Code of 1986, as amended.

Committee means the Benefits Committee appointed by the City.

Compensation means the wages or salary paid to an Employee by the Employer, determined prior to (a) any Salary Reduction election under this Plan; (b) any salary reduction election under any other cafeteria plan; and (c) any compensation reduction under any Code § 132(f)(4) plan; but determined after (d) any salary deferral elections under any Code § 403(b) or 457(b) plan or arrangement. Thus, "Compensation" generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election described in (a), (b), or (c) of the preceding sentence.

Component(s) means one or more of the following: the Dependent Care FSA Component, the Health FSA Component, or the Premium Payment Component.

Contribution(s) means the amount contributed to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits, Section 7.2 for Health FSA Benefits, and Section 8.2 for Dependent Care FSA Benefits.

Dependent Care FSA means dependent care assistance flexible spending account program.

Dependent Care FSA Account means the account described in Section 8.5.

Dependent Care FSA Benefits has the meaning described in Section 8.1.

Dependent Care FSA Component means the component of this Plan described in Article VIII.

Dependent means: (a) for purposes of accident or health coverage (to the extent funded under the Premium Payment Component, and for purposes of the Health FSA Component), (1) a dependent as defined in Code § 105(b), (2) any child (as defined in Code § 152(f)(1)) of the Participant who as of the end of the taxable year has not attained age 27, and (3) any child of the Participant to whom IRS Revenue Procedure 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year); and (b) for purposes of the Dependent Care FSA Component, a Qualifying Individual. Notwithstanding the foregoing, the Health FSA Component will provide benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of Dependent.

Dependent Care Expenses has the meaning described in Section 8.3.

Earned Income shall have the meaning given such term in Code § 129(e)(2).

Effective Date of this Plan means upon approval by the City Council, effective for plan years starting January 1, 2018.

Election Form/Salary Reduction Agreement means the actual or deemed paper or electronic form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for any of the following: Premium Payment Benefits, Health FSA Benefits, and Dependent Care FSA Benefits. It includes an agreement pursuant to which an Eligible Employee or Participant authorizes the Employer to make Salary Reductions. If an interactive voice-response system or web-based program is used for enrollment, the Election Form/Salary Reduction Agreement may be maintained on an electronic database in accordance with applicable laws.

Eligible Employee means an Employee eligible to participate in this Plan, as provided in

Section 3.1.

Eligible Opt Out Arrangement means an Opt Out Arrangement that meets the conditions of Section 6.5.

Employee means an individual that the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or any individual classified by the Employer as an independent contractor for the period during which such individual is so classified (even if subsequently determined by the IRS, the Department of Labor, a court of competent jurisdiction, or the Employer to be a common-law employee of the Employer), whether or not any such individual is on the Employer's W-2 payroll; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) any self-employed individual; (d) any partner in a partnership; and (e) any more-than-2% shareholder in a Subchapter S corporation. The term Employee does include former Employees for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

Employer means City of Manhattan Beach.

Employment Commencement Date means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

FMLA means the Family and Medical Leave Act of 1993, as amended.

Health Flex Contribution means any Employer Contribution that meets the following requirements: (1) the Participant may not opt to receive the amount as a taxable benefit, (2)

the Participant may use the amount to pay for minimum essential coverage, and (3) the Participant may use the amount exclusively to pay for medical care, within the means of Code § 213.

Health FSA means health flexible spending arrangement.

Health FSA Account means the account described in Section 7.5.

Health FSA Benefits has the meaning described in Section 7.1.

Health FSA Component means the component of this Plan described in Article VII.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended.

HMO means the health maintenance organization Benefit Package Option (if any) under the Medical Insurance Plan.

Medical Care Expenses has the meaning described in Section 7.3.

Medical Insurance Benefits means the Employee's Medical Insurance Plan coverage for purposes of this Plan.

Medical Insurance Plan means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents who may be eligible under the terms of such plan), providing major medical-type benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

Non-Health Flex Contribution means an Employer designated Contribution that does not meet the definition of a Health Flex Contribution.

Open Enrollment Period with respect to a Plan Year means the month of November in the year preceding the Plan Year, or such other period as may be prescribed by the Administrator.

Opt Out Arrangement means an arrangement where payment is made available to an Eligible Employee only if the Eligible Employee declines coverage, but may not be used to pay for Medical Insurance Benefits (whether or not the Eligible Employee receives the amount as a taxable benefit).

Participant means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include (a) those who elect one or more of the Premium Payment Benefits, Health FSA Benefits, Dependent Care FSA Benefits, and Salary Reductions to pay for such Benefits; (b) those who elect instead to receive their full salary in cash and to pay for their share of their Contributions under the Medical Insurance Plan with after-tax dollars outside of this Plan (if offered) and who have not elected any Health FSA Benefits, or Dependent Care FSA Benefits; and (c) those who decline to enroll in the Medical Insurance Plan and elect to receive a cash amount under an Opt-Out Arrangement or Eligible Opt-Out Arrangement.

Period of Coverage means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences, as described in Section 3.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates, as described in Section 3.2.

Plan means the City's Section 125 Flexible Benefits Plan as set forth herein and as amended from time to time.

Plan Administrator means the City of Manhattan Beach or third party that the City may designate. The contact person is the Human Resources Director for the City, who has the full authority to act on behalf of the Plan Administrator, except with respect to appeals, for which the Committee has the full authority to act on behalf of the Plan Administrator, as described in Section 11.1.

Plan Year means the calendar year (i.e., the 12-month period commencing January 1 and

ending on December 31).

PPO means the preferred provider organization Benefit Package Option (if any) under the Medical Insurance Plan.

Premium Payment Benefits means the Premium Payment Benefits that are paid for on a pre-tax Salary Reduction basis as described in Section 6.1.

Premium Payment Component means the component of this Plan described in Article VI.

QMCSO means a qualified medical child support order, as defined in ERISA §609(a).

Qualifying Dependent Care Services has the meaning described in Section 8.3.

Qualifying Individual means (a) a tax dependent of the Participant as defined in Code § 152 who is under the age of 13 and who is the Participant's qualifying child as defined in Code § 152(a)(1); (b) a tax dependent of the Participant as defined in Code § 152, but determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof, who is physically or mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year; or (c) a Participant's Spouse who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the year. Notwithstanding the foregoing, in the case of divorced or separated parents, a Qualifying Individual who is a child shall, as provided in Code § 21(e)(5), be treated as a Qualifying Individual of the custodial parent (within the meaning of Code § 152(e)) and shall not be treated as a Qualifying Individual with respect to the noncustodial parent.

Salary Reduction means the amount by which the Participant's Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable component, before any applicable state and/or federal taxes have been deducted from the Participant's Compensation (i.e., on a pre-tax basis).

Spouse means an individual who is treated as a spouse for federal tax purposes.

Notwithstanding the above, for purposes of the Dependent Care FSA Component, the term

Spouse shall not include (a) an individual legally separated from the Participant under a divorce or separate maintenance decree; or (b) an individual who is married to the Participant and files a separate federal income tax return, where (i) the Participant maintains a household that constitutes a Qualifying Individual's principal place of abode for more than one-half of the taxable year, (ii) the Participant furnishes more than half of the cost of maintaining such household, and (iii) during the last 6 months of such taxable year, the individual is not a member of such household.

Student means an individual who, during each of five or more calendar months during the Plan Year, is a full-time student at any educational organization that normally maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly carried on.

ARTICLE III. Eligibility and Participation

3.1 Eligibility to Participate. Subject to the eligibility requirements under a collective bargaining agreement, if any, an individual is eligible to participate in this Plan (including the Premium Payment Component, the Health FSA Component, and the Dependent Care FSA Component) if the individual: (a) is an Employee; (b) is eligible for the Medical Insurance Plan; and (c) has been employed by the Employer for 30 consecutive calendar days, counting his or her Employment Commencement Date as the first such day. Eligibility for Medical Insurance Premium Payment Benefits shall be subject to the additional requirements, if any, specified in the Medical Insurance Plan. Once an Employee has met the Plan's eligibility requirements, the Employee may elect coverage effective the first day of the next calendar month, or for any subsequent Plan Year, in accordance with the procedures described in Article IV.

3.2 Termination of Participation. A Participant will cease to be a Participant in this Plan upon the earlier of:

- (a) the termination of this Plan; or
- (b) the date on which the Employee ceases (because of retirement, termination of

employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee.

Termination of participation in this Plan will automatically revoke the Participant's elections.

The Medical Insurance Benefits will terminate as of the date(s) specified in the Medical Insurance Plan. Reimbursements from the Health FSA and Dependent Care FSA Accounts after termination of participation will be made pursuant to Section 7.8 for Health FSA Benefits and Section 8.8 for Dependent Care FSA Benefits.

3.3 Participation Following Termination of Employment or Loss of Eligibility. If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.1. Notwithstanding the above, an election to participate in the Premium Payment Component will be reinstated only to the extent that coverage under the Medical Insurance Plan is reinstated. If an Employee (whether or not a Participant) ceases to be an Eligible Employee for any reason other than for termination of employment, including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 3.1 before again becoming eligible to participate in the Plan.

3.4 FMLA Leaves of Absence

(a) Health Benefits. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Medical Insurance Benefits, and Health FSA Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her

coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require Participants to continue all Medical Insurance Benefits and Health FSA Benefits coverage while they are on paid leave, provided that Participants on non-FMLA paid leave are required to continue such coverage. If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (e.g., on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her Medical Insurance Benefits and Health FSA Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways:

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis) upon the Participant's return.

If the Employer requires all Participants to continue Medical Insurance Benefits and Health FSA Benefits during an unpaid FMLA leave, then the Participant may elect to

discontinue payment of the Participant's required Contributions until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant.

If a Participant's Medical Insurance Benefits or Health FSA Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Medical Insurance Benefits or Health FSA Benefits, as applicable, upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA.

In addition, the Plan may require Participants whose Medical Insurance Benefits or Health FSA Benefits coverage terminated during the leave to be reinstated in such coverage upon return from unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage.

Notwithstanding the preceding sentence, with regard to Health FSA Benefits a Participant whose coverage ceased will be permitted to elect whether to be reinstated in the Health FSA Benefits at the same coverage level as was in effect before the FMLA leave (with increased contributions for the remaining period of coverage) or at a coverage level that is reduced pro rata for the period of FMLA leave during which the Participant did not pay Contributions. If a Participant elects a coverage level that is reduced pro rata for the period of FMLA leave, then the amount withheld from a Participant's Compensation on a per-pay-period basis for the purpose of paying for reinstated Health FSA Benefits will be equal to the amount withheld prior to the period of FMLA leave.

(b) Non-Health Benefits. If a Participant goes on a qualifying leave under the FMLA, then

entitlement to non-health benefits (such as Dependent Care FSA Benefits) is to be determined by the Employer's policy for providing such Benefits when Participants are on non-FMLA leave, as described in Section 3.5. If such policy permits a Participant to discontinue contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant, or as the Plan Administrator otherwise deems appropriate.

3.5 Non-FMLA Leaves of Absence. If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules in Section 10.3(d) will apply.

ARTICLE IV. Method and Timing of Elections

4.1 Elections When First Eligible. An Employee who first becomes eligible to participate in the Plan midyear may elect to commence participation in one or more Benefits on the first day of the month after the eligibility requirements have been satisfied, provided that an Election Form/Salary Reduction Agreement is submitted to the Plan Administrator before the first day of the month in which participation will commence. An Employee who does not elect benefits when first eligible may not enroll until the next Open Enrollment Period, unless an event occurs that would justify a midyear election change, as described under Section 10.3. The provisions of this Plan are not intended to override any exclusions, eligibility requirements, or waiting periods specified in the Medical Insurance Plan.

4.2 Elections During Open Enrollment Period. During each Open Enrollment Period with respect to a Plan Year, the Plan Administrator shall provide a paper or electronic Election

Form/Salary Reduction Agreement to each Employee who is eligible to participate in this Plan. The Employee may elect to participate in the various Components of this Plan for the next Plan Year and authorize the necessary Salary Reductions to pay for the Benefits elected by completing the Election Form/Salary Reduction Agreement. The Election Form/Salary Reduction Agreement must be returned to the Plan Administrator on or before the last day of the Open Enrollment Period, and it shall become effective on the first day of the next Plan Year. However, for Premium Payment Component, the Employer may elect to offer automatic continuing enrollment in the option previously selected by the Employee in writing or as provided by a collective bargaining agreement.

4.3 Failure of Eligible Employee to File an Election Form/Salary Reduction Agreement. If an Eligible Employee fails to file an Election Form/Salary Reduction Agreement within the applicable time periods described in Sections 4.1 and 4.2, then the Employee may not elect any Benefits under the Plan (a) until the next Open Enrollment Period; or (b) until an event occurs that would justify a midyear election change, as described under Section 10.3 or 10.4. If an Employee who fails to file an Election Form/Salary Reduction Agreement is eligible for Medical Insurance Benefits and has made an effective election for such Benefits, then the Employee's share of the Contributions for such Benefits will be paid with after-tax dollars outside of this Plan until such time as the Employee files, during a subsequent Open Enrollment Period (or after an event occurs that would justify a midyear election change as described under Section 10.3), a timely Election Form/Salary Reduction Agreement to elect Premium Payment Benefits. Until the Employee files such an election, the Employer's portion of the Contribution will also be paid outside of this Plan.

4.4 Irrevocability of Elections. Unless an exception applies (as described in Article X), a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates.

ARTICLE V. Benefits Offered and Method of Funding

5.1 Benefits Offered. When first eligible or during the Open Enrollment Period as described under Article IV, Participants will be given the opportunity to elect one or more of the following Benefits:

- (a) Premium Payment Benefits, as described in Article VI;
- (b) Health FSA Benefits, as described in Article VII; and
- (c) Dependent Care FSA Benefits, as described in Article VIII.

In no event shall Benefits under the Plan be provided in the form of deferred compensation.

5.2 Employer and Participant Contributions

(a) Employer Contributions. For Participants who elect Medical Insurance Benefits described in Article VI, the Employer may contribute a portion of the Contributions as provided in the open enrollment materials furnished to Employees, the Election Form/Salary Reduction Agreement, and/or any applicable collective bargaining agreement. The Employer may also designate Health Flex Contributions or Non-Health Flex Contribution that a Participant may allocate to the Medical Insurance Plan or Health FSA Benefit, as provided by any applicable collective bargaining agreement, Employer policy, or other contract related to this Plan. There are no Employer contributions for Health FSA Benefits or Dependent Care FSA Benefits.

(b) Participant Contributions. Participants who elect Medical Insurance Benefits may pay for the cost of that coverage on a pre-tax Salary Reduction basis or with after-tax deductions by completing an Election Form/Salary Reduction Agreement, if permitted by the City. Participants who elect Health FSA Benefits or Dependent Care FSA Benefits must pay for the cost of that coverage on a pre-tax Salary Reduction basis by completing an Election Form/Salary Reduction Agreement.

5.3 Using Salary Reductions to Make Contributions

(a) *Salary Reductions per Pay Period.* The Salary Reduction for a pay period for a Participant is, for the Benefits elected, an amount equal to (1) the annual Contributions for such Benefits, divided by the number of pay periods in the Period of Coverage; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator. If a Participant increases his or her election under the Health FSA Component, or Dependent Care FSA Component to the extent permitted under Section 10.3, the Salary Reductions per pay period will be, for the Benefits affected, an amount equal to (1) the new reimbursement limit elected pursuant to Section 10.3, less the Salary Reductions made prior to such election change, divided by the number of pay periods in the balance of the Period of Coverage commencing with the election change; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator.

(b) *Considered Employer Contributions for Certain Purposes.* Salary Reductions are applied by the Employer to pay for the Participant's share of the Contributions for the Premium Payment Benefits, Health FSA Benefits, and the Dependent Care FSA Benefits and, for the purposes of this Plan and the Code, are considered to be Employer contributions.

(c) *Salary Reduction Balance Upon Termination of Coverage.* If, as of the date that any elected coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the Participant's required Contributions for the coverage, then the Employer will, as applicable, either return the excess to the Participant as additional taxable wages or recoup the due Salary Reduction amounts from any remaining Compensation.

(d) *After-Tax Contributions for Premium Payment Benefits.* For those Participants who

elect to pay their share of the Contributions for any of the Medical Insurance Benefits with after-tax deductions, both the Employee and Employer portions of such Contributions will be paid outside of this Plan.

5.4 Funding This Plan. All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid.

5.5 Forfeiture and Application of Unused Flexible Spending Accounts. After the period for filing claims specified in Article VII and Article VIII has expired for a Plan Year, and after all properly submitted claims for Medical Care Expenses and Dependent Care Expenses have been paid for such Plan Year, the Plan Administrator will determine the total credits remaining in Participants' Flexible Spending Accounts with respect to that Plan Year. Such credits will be forfeited by the Participants and will remain the property of the Employer; however, the Employer may use the forfeitures to pay reasonable administrative expenses. In addition, any Flexible Spending Account benefit payments that are unclaimed (e.g., uncashed benefit checks) as of the last day of the Plan Year following the Period of Coverage in which the underlying expense was incurred shall be forfeited and applied as described above.

ARTICLE VI. Premium Payment Component

6.1 Benefits. The Premium Payment Component offers benefits under the Medical Insurance Plan . Notwithstanding any other provision in this Plan, the Medical Insurance Benefit is subject to the terms and conditions of the Medical Insurance Plan, and no changes can be made with respect to such Benefit under this Plan (such as midyear changes in election) if such

changes are not permitted under the applicable Medical Insurance Plan. An Eligible Employee can (a) elect benefits under the Premium Payment Component by electing to pay for his or her share of the Contributions for the Medical Insurance Benefits on a pre-tax Salary Reduction basis (Premium Payment Benefits); or (b) if permitted by the Employer, elect no benefits under the Premium Payment Component and pay for his or her share of the Contributions, if any, for Medical Insurance Benefits with after-tax deductions outside of this Plan. A Participant's Salary Reductions during a Plan Year under the Premium Payment Component may be applied by the Employer to pay the Participant's share of the Contributions for Medical Insurance Benefits that are provided to the Participant during the period that begins immediately following the close of that Plan Year and ends on the last day of that Plan Year).

6.2 Contributions for Cost of Coverage. The annual Employer Contribution for a Participant's Premium Payment Benefits is equal to the amount as set by the Employer, as described in an applicable collective bargaining agreement, memorandum of understanding, policy or other applicable document, which may or may not be the same amount charged by the insurance carrier. The Employer may also designate Health Flex Contributions that a Participant may allocate to the Medical Insurance Plan.

6.3 Benefits Provided Under the Medical Insurance Plan. The types and amounts of Medical Insurance Benefits, the requirements for participating in the Medical Insurance Plans, and the other terms and conditions of coverage, benefits, and claims of the Medical Insurance Plans are set forth in the Medical Insurance Plans, not this Plan.

6.4 Opt Out Arrangement. The Employer may establish an Opt Out Arrangement for Participants who decline to enroll in the Medical Insurance Plan. If an Opt Out Arrangement is established, the Participant may elect to take a cash amount established by the Employer in lieu of enrolling in the Medical Insurance Plan.

6.5 Eligible Opt Out Arrangement. An Employer may also establish an Eligible Opt Out Arrangement under this Plan as a condition to a Participant receiving a cash amount

established by the Employer in lieu of Medical Insurance Benefits. The conditions that must be satisfied for an Eligible Opt Out Arrangement are as follows:

- (a) The Participant must provide proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California);
- (b) The proof of coverage must show that the Participant and all individuals in the Participant's expected tax family have (or will have) the required minimum essential coverage. A Participant's expected tax family includes all individuals for whom the Participant reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the Participant's plan year to which the opt-out arrangement applies;
- (c) The Participant must provide reasonable evidence of the MEC for the applicable period. Reasonable evidence may include an attestation by the Participant;
- (d) The Participant must provide the evidence/attestation every Plan Year;
- (e) The Participant must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g. open enrollment). The evidence/attestation may also be provided within a reasonable time after the Plan Year starts; and
- (f) The opt-out payment cannot be made (and the Employer must not in fact make payment) if the Employer knows or has reason to know that the Participant or tax family member does not have the alternative coverage.

6.6 Medical Insurance Benefits; COBRA Contributions. Contributions for COBRA coverage for Medical Insurance Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction of hours or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For individuals who cease to be eligible because of retirement, termination of employment, or layoff, Contributions for COBRA

coverage for Medical Insurance Benefits shall be paid on an after-tax basis (unless otherwise permitted by the Plan Administrator on a uniform and consistent basis). Contributions for COBRA coverage may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year.

ARTICLE VII. Health FSA Component

7.1 Health FSA Benefits. An Eligible Employee can elect to participate in the Health FSA Component by electing (a) to receive benefits in the form of reimbursements for Medical Care Expenses (Health FSA Benefits); and (b) to pay the Contribution for such Health FSA Benefits on a pre-tax Salary Reduction basis. Notwithstanding any other provision of this Plan, an Eligible Employee shall not be eligible for the Health FSA Component unless he or she is also eligible for the Medical Insurance Plan.

7.2 Contributions for Cost of Coverage of Health FSA Benefits. A Participant may direct Health Flex Contributions to Health FSA Benefits as provided by a collective bargaining agreement, Employer policy, or other contract related to this Plan, subject to the limitations in Section 5.2(a). The annual Contribution, including any Health Flex Contribution, for a Participant's Health FSA Benefits is equal to the annual benefit amount elected by the Participant, subject to the dollar limits set forth in Section 7.4(b).

7.3 Eligible Medical Care Expenses for Health FSA. A Participant may receive reimbursement for Medical Care Expenses incurred during the Period of Coverage for which a Health FSA election is in force.

(a) Incurred. A Medical Care Expense is incurred at the time the medical care or service giving rise to the expense is furnished and not when the Participant is billed or pays for the medical care.

(b) Medical Care Expenses. Medical Care Expenses means expenses incurred by a Participant or his or her Spouse or Dependents for medical care, as defined in Code §

213(d), but only to the extent that the expense has not been reimbursed through insurance or otherwise. If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Medical Insurance Plan imposes co-payment or deductible limitations), then the Health FSA can reimburse the remaining portion of such Medical Care Expense if it otherwise meets the requirements of this Article VII. Notwithstanding the foregoing, the term Medical Care Expenses does not include:

- (1) premium payments;
- (2) medicines or drugs, unless the medicine or drug is a prescribed drug or is insulin;
- (3) cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease (for this purpose, "cosmetic surgery" means any procedure that is directed at improving the patient's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease); or
- (4) any other expense excluded under Appendix A or otherwise under the terms of this Plan.

The Plan Administrator may promulgate procedures regarding the eligibility of various expenses for reimbursement as Medical Care Expenses and may limit reimbursement of expenses described in such procedures.

7.4 Maximum and Minimum Benefits for Health FSA

(a) *Reimbursement Availability; Uniform Coverage.* The maximum dollar amount elected by the Participant for reimbursement of Medical Care Expenses incurred during a Period of Coverage shall be available at all times during the Period of Coverage, regardless of the actual amounts credited to the Participant's Health FSA Account

pursuant to Section 7.5. Reimbursements will not be available for Medical Care Expenses incurred after participation in this Plan has terminated, unless the Participant has elected COBRA as provided in Section 7.8.

(b) Maximum and Minimum Dollar Limits. The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Medical Care Expenses incurred in any Period of Coverage shall be \$2,650 in 2018 (and as adjusted from time to time pursuant to Code § 125(i)), subject to Sections 7.4(c) and 7.5(c). The minimum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Medical Care Expenses incurred in any Period of Coverage shall be \$120. Reimbursements due for Medical Care Expenses incurred by the Participant's Spouse or Dependents shall be charged against the Participant's Health FSA Account.

(c) Changes. For Plan Years beginning after 2017, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Election Form/Salary Reduction Agreement or another document, provided that the maximum dollar limit shall not exceed the maximum amount permitted under Code § 125(i).

(d) Effect on Maximum Benefits If Election Change Permitted. Any change in an election under Article X (other than under Section 10.3(c) for FMLA leave) that increases contributions to the Health FSA Component also will change the maximum reimbursement benefits for the balance of the Period of Coverage commencing with the election change. Such maximum reimbursement benefits for the balance of the Period of Coverage shall be calculated by adding (1) the contributions (if any) made by the Participant as of the end of the portion of the Period of Coverage immediately preceding the change in election, to (2) the total contributions scheduled to be made by the Participant during the remainder of such Period of Coverage to the Health FSA Account,

reduced by (3) all reimbursements made during the entire Period of Coverage. Any change in an election under Section 10.3(c) for FMLA leave will change the maximum reimbursement benefits in accordance with the regulations governing the effect of the FMLA on the operation of cafeteria plans. A Participant, who has a deficit balance under the Health FSA Account may not revoke or reduce his/her election under such account unless and until the deficit has been eliminated.

7.5 Establishment of Health FSA Account. The Plan Administrator will establish and maintain a Health FSA Account with respect to each Participant for each Plan Year or other Period of Coverage for which the Participant elects to participate in the Health FSA Component, but it will not create a separate fund or otherwise segregate assets for this purpose. The Account so established will merely be a recordkeeping account with the purpose of keeping track of contributions and determining forfeitures under Sections 5.5 and 7.6.

(a) Crediting of Accounts. A Participant's Health FSA Account for a Plan Year or other Period of Coverage will be credited periodically during such period with an amount equal to the Participant's Salary Reductions elected to be allocated to such Account.

(b) Debiting of Accounts. A Participant's Health FSA Account for a Plan Year or other Period of Coverage will be debited for any reimbursement of Medical Care Expenses incurred during such period.

(c) Available Amount Not Based on Credited Amount. As described in Section 7.4, the amount available for reimbursement of Medical Care Expenses is the Participant's annual benefit amount, reduced by prior reimbursements for Medical Care Expenses incurred during the Plan Year or other Period of Coverage; it is not based on the amount credited to the Health FSA Account at a particular point in time. Thus, a Participant's Health FSA Account may have a negative balance during a Plan Year or other Period of Coverage, but the aggregate amount of reimbursement shall in no event exceed the maximum dollar amount elected by the Participant under this Plan.

7.6 Forfeiture of Health FSA Accounts; Use-or-Lose Rule.

(a) Use-or-Lose Rule. If any balance remains in the Participant's Health FSA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, then such balance shall not be carried over to reimburse the Participant for Medical Care Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance.

(b) Use of Forfeitures. All forfeitures under this Plan shall be used as provided by Section 5.5.

7.7 Reimbursement Claims Procedure for Health FSA.

(a) Timing. Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Medical Care Expenses (if the Plan Administrator approves the claim), or the Plan Administrator will notify the Participant that his or her claim has been denied. This time period may be extended by an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, prior to the expiration of the initial 15-day period. If the claim is incomplete, the Participant will have 45 days in which to complete the previously incomplete reimbursement claim.

(b) Claims Substantiation. A Participant who has elected to receive Health FSA Benefits for a Period of Coverage may apply for reimbursement by submitting a request in writing to the Plan Administrator in such form as the Plan Administrator may prescribe, by no later than the March 31 following the close of the Plan Year in which the Medical Care Expense was incurred (except that for a Participant who ceases to be eligible to

participate, this must be done no later than 90 days after the date that eligibility ceases, as described in Section 7.8) setting forth:

- the person(s) on whose behalf Medical Care Expenses have been incurred;
- the nature and date of the Expenses so incurred;
- the amount of the requested reimbursement;
- a statement that such Expenses have not otherwise been reimbursed and that the Participant will not seek reimbursement through any other source; and
- other such details about the expenses that may be requested by the Plan Administrator in the reimbursement request form or otherwise.

The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Medical Care Expenses have been incurred and showing the amounts of such Expenses, along with any additional documentation that the Plan Administrator may request. Except for the final reimbursement claim for a Participant's Health FSA Account for a Plan Year or other Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claim for reimbursement is at least \$25. If the Health FSA is accessible by an electronic payment card (e.g., debit card, credit card, or similar arrangement), the Participant will be required to comply with substantiation procedures established by the Plan Administrator in accordance with Section 7.9 and applicable IRS guidance regarding electronic payment card programs.

(c) Claims Denied. For reimbursement claims that are denied, see the appeals procedure in Article XI.

(d) Claims Ordering. All claims for reimbursement under the Health FSA Component will be paid in the order in which they are approved.

7.8 Reimbursements From Health FSA After Termination of Participation; COBRA. When a Participant ceases to be a Participant under Section 3.2, the Participant's Salary Reductions and election to participate will terminate. Except as otherwise provided in this Section 7.8, the Participant will not be able to receive reimbursements for Medical Care Expenses incurred after the end of the day on which the Participant's employment terminates or the Participant otherwise ceases to be eligible. However, such Participant (or the Participant's estate) may claim reimbursement for any Medical Care Expenses incurred during the Period of Coverage prior to the date that the Participant ceases to be eligible, provided that the Participant (or the Participant's estate) files a claim within 90 days after the date that the Participant ceases to be a Participant.

To the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Health FSA Component as the result of a COBRA qualifying event shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had under the Health FSA Component the day before the qualifying event for the periods prescribed by COBRA. Individuals will only be eligible for COBRA continuation coverage if, under Section 7.5, they have a positive Health FSA Account balance at the time of a COBRA qualifying event (taking into account all claims submitted before the date of the qualifying event). If COBRA is elected, it will be available only for the remainder of the Plan Year in which the qualifying event occurs. Such continuation coverage shall be subject to all conditions and limitations under COBRA, except that it shall not be terminated early for after-acquired group health coverage or Medicare entitlement.

Contributions for coverage for Health FSA Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction of hours or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals, Contributions for COBRA coverage for Health FSA Benefits shall be paid on an

after-tax basis unless permitted otherwise by the Plan Administrator on a uniform and consistent basis. Contributions for COBRA coverage may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year.

7.9 Electronic Payment Cards. If the Employer allows the Health FSA to be accessed by an electronic payment card (e.g., debit card, credit card, or similar arrangement), Participants will be required to comply with substantiation procedures established by the Plan Administrator in accordance with applicable IRS guidance regarding electronic payment card programs.

ARTICLE VIII. Dependent Care FSA Component

8.1 Dependent Care FSA Benefits. An Eligible Employee can elect to participate in the Dependent Care FSA Component by electing to receive benefits in the form of reimbursements for Dependent Care Expenses and to pay the Contribution for such benefits on a pre-tax Salary Reduction basis.

8.2 Contributions for Cost of Coverage for Dependent Care FSA Benefits. The annual Contribution for a Participant's Dependent Care FSA Benefits is equal to the annual benefit amount elected by the Participant, subject to the dollar limits set forth in Section 8.4(b). (For example, if the maximum \$5,000 annual benefit amount is elected, then the annual Contribution amount is also \$5,000.)

8.3 Eligible Dependent Care Expenses. Under the Dependent Care FSA Component, a Participant may receive reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which an election is in force.

(a) Incurred. A Dependent Care Expense is incurred at the time the Qualifying Dependent Care Services giving rise to the expense is furnished, not when the Participant is formally billed for, is charged for, or pays for the Qualifying Dependent Care Services (e.g., services rendered for the month of June are not fully incurred until June 30 and cannot be reimbursed in full until then).

(b) Dependent Care Expenses. "Dependent Care Expenses" are expenses that are considered to be employment-related expenses under Code § 21(b)(2) (relating to expenses for the care of a Qualifying Individual necessary for gainful employment of the Employee and Spouse, if any, and expenses for incidental household services), if paid for by the Eligible Employee to obtain Qualifying Dependent Care Services-provided, however, that this term shall not include any expenses for which the Participant or other person incurring the expense is reimbursed for the expense through insurance or any other plan. If only a portion of a Dependent Care Expense has been reimbursed elsewhere (e.g., because the Spouse's Dependent Care FSA imposes maximum benefit limitations), the Dependent Care FSA can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Article VIII.

(c) Qualifying Dependent Care Services. "Qualifying Dependent Care Services" means services that: (1) relate to the care of a Qualifying Individual that enable the Participant and his or her Spouse to remain gainfully employed after the date of participation in the Dependent Care FSA Component and during the Period of Coverage; and (2) are performed-

- in the Participant's home; or
- outside the Participant's home for (1) the care of a Participant's qualifying child who is under age 13; or (2) the care of any other Qualifying Individual who regularly spends at least eight hours per day in the Participant's household. In addition, if the expenses are incurred for services provided by a dependent care center, then the center must comply with all applicable state and local laws and regulations.

(d) Exclusion. Dependent Care Expenses do not include amounts paid to:

- an individual with respect to whom a personal exemption is allowable under Code § 151(c) to a Participant or his or her Spouse;
- a Participant's Spouse;

- a Participant's child (as defined in Code § 152(f)(1)) who is under 19 years of age at the end of the year in which the expenses were incurred; or
- a parent of a Participant's under age 13 qualifying child as defined in Code § 152(c) (e.g., a former spouse who is the child's noncustodial parent).

8.4 Maximum and Minimum Benefits for Dependent Care FSA.

(a) Maximum Reimbursement Available. The dollar amount elected by the Participant for reimbursement of Dependent Care Expenses incurred during a Period of Coverage shall only be available during the Period of Coverage to the extent of the actual amounts credited to the Participant's Dependent Care FSA Account pursuant to Section 8.5, reduced by reimbursements during the Period of Coverage. (No reimbursement will be made to the extent that such reimbursement would exceed the balance in the Participant's Account.) Payment shall be made to the Participant in cash as reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which the Participant's election is effective, provided that the other requirements of this Article VIII have been satisfied.

(b) Maximum and Minimum Dollar Limits. The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Dependent Care Expenses incurred in any Period of Coverage shall be the lowest of the following amounts:

- \$5,000 if the Participant is married and files a joint return or single;
- \$5,000 if the Participant is married and files a separate federal income tax return but only if the following conditions are met: (1) the Participant maintains as his or her home a household that constitutes (for more than half of the taxable year) the principal abode of a Qualifying Individual (i.e., the Dependent for whom the Participant is eligible to receive reimbursements under the Dependent Care FSA); (2) the Participant furnishes over half of the cost of maintaining such household during

- the taxable year; and (3) during the last six months of the taxable year, the Participant's Spouse is not a member of such household;
- \$2,500 if the Participant is married and files a separate federal income tax return under circumstances other than those described above;
 - the Participant's Earned Income for the calendar year; or
 - the Earned Income of the Participant's Spouse for the calendar year (for this purpose, a Spouse will be deemed to have earned income of at least \$250 (\$500 if the Participant has two or more Qualifying Individuals) for each month in which the Spouse is either (1) physically or mentally incapable of self-care (provided that the Spouse must have the same principal place of abode as the Participant for more than one-half of such year), or (2) a Student).

The minimum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Dependent Care Expenses incurred in any Period of Coverage shall be \$120.

(c) Changes. For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Election Form/Salary Reduction Agreement, applicable collective bargaining agreement, Employer policy, or other document relating to this Plan.

8.5 Dependent Care FSA Account. The Plan Administrator will establish and maintain a Dependent Care FSA Account with respect to each Participant who has elected to participate in the Dependent Care FSA Component as a recordkeeping account for the purpose of tracking contributions and forfeitures, but it will not create a separate fund or otherwise segregate assets for this purpose. A Participant's Dependent Care FSA Account will be credited during each Period of Coverage with an amount equal to the Participant's Salary Reduction Elections and debited for any reimbursement of Dependent Care Expenses incurred during the Period of Coverage. The amount available for reimbursement of Dependent Care Expenses may not

exceed the year-to-date amount credited to the Participant's Dependent Care FSA Account, less any prior reimbursements for Dependent Care Expenses incurred during the Plan Year-i.e., it is based on the amount credited to the Dependent Care FSA Account at a particular point in time. Thus, a Participant's Dependent Care FSA Account may not have a negative balance.

8.6 Forfeiture of Dependent Care FSA Accounts; Use-It-or-Lose-It Rule. Any balance remaining in the Participant's Dependent Care FSA Account for a Period of Coverage after all reimbursements have been made for that Period of Coverage shall not be carried over to reimburse Dependent Care Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance. All forfeitures under this Plan shall be used as provided by Section 5.5.

8.7 Reimbursement Claims Procedure for Dependent Care FSA.

(a) Timing. Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's approved Dependent Care Expenses or the Plan Administrator will notify the Participant that his or her claim has been denied. This time period may be extended by an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension before the expiration of the initial 15-day period, including the reasons for the extension, and will allow the Participant 45 days in which to complete the previously incomplete reimbursement claim.

(b) Claims Substantiation. A Participant who has elected to receive Dependent Care FSA Benefits for a Period of Coverage may apply for reimbursement by submitting a request for reimbursement in writing to the Plan Administrator in such form as the Plan Administrator may prescribe, by no later than the March 31 following the close of the Plan Year in which the Dependent Care Expense was incurred (except that for a Participant who ceases to be eligible to participate, this must be done no later than 90

days after the date that eligibility ceases, as described in Section 8.8), setting forth:

- the person(s) on whose behalf Dependent Care Expenses have been incurred;
- the nature and date of the Expenses so incurred;
- the amount of the requested reimbursement;
- the name of the person, organization, or entity to whom the Expense was or is to be paid, and taxpayer identification number (Social Security number, if the recipient is a person);
- a statement that such Expenses have not otherwise been reimbursed and that the Participant will not seek reimbursement through any other source;
- the Participant's certification that he or she has no reason to believe that the reimbursement requested, added to his or her other reimbursements to date for Dependent Care Expenses incurred during the same calendar year, will exceed the applicable statutory limit for the Participant as described in Section 8.4(b); and
- other such details about the expenses that may be requested by the Plan Administrator in the reimbursement request form or otherwise (e.g., a more detailed certification from the Participant).

The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Dependent Care Expenses have been incurred and showing the amounts of such Expenses, along with any additional documentation that the Plan Administrator may request. Except for the final reimbursement claim for a Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claim for reimbursement is at least \$25.

(c) Debit Cards Used to Reimburse Dependent Care Expenses. At the beginning of the Plan Year or upon enrollment, the employee pays initial expenses to the dependent care provider and substantiates the initial expenses by submitting to Plan Administrator a statement from the dependent care provider substantiating the dates and amounts for the services

provided. After the Plan Administrator receives the substantiation (but not before the date the services are provided as indicated by the statement provided by the dependent care provider), the plan makes available through the debit card an amount equal to the lesser of: (A) the previously incurred and substantiated expense; or (B) the employee's total salary reduction amount to date. The card may be used to pay for subsequently incurred dependent care expenses. The amount available through the card may be increased in the amount of any additional dependent care expenses only after the additional expenses have been incurred.

(d) Claims Denied. For reimbursement claims that are denied, see the appeals procedure in Article XI.

8.8 Reimbursements from Dependent Care FSA After Termination of Participation. When a Participant ceases to be a Participant under Section 3.2, such Participant (or the Participant's estate) may claim reimbursement for any Dependent Care Expenses incurred in the month following termination of employment or other cessation of eligibility if such month is in the current Plan Year, as long as the Participant (or the Participant's estate) files a claim within 90 days after the date that the Participant's employment terminates or the Participant otherwise ceases to be eligible.

8.9 Report to Dependent Care FSA Participants. On or before January 31 of each year, the Plan Administrator shall furnish to each Participant who has received reimbursement for Dependent Care Expenses during the prior calendar year a written statement showing the Dependent Care Expenses paid during such year with respect to the Participant, or showing the Salary Reductions for the year for the Dependent Care FSA Component, as the Plan Administrator deems appropriate.

ARTICLE IX. HIPAA Provisions for Health FSA

9.1 General. As a HIPAA Health Plan, the Health FSA shall comply with the standards for privacy of protected health information as set forth in the Privacy Rule, the security standards for the protection of Electronic PHI as set forth in the Security Rule, and the notification

requirements for Breaches of Unsecured PHI under the Breach Notification Rule.

9.2 Definitions. For purposes of this Article, the following definitions shall apply:

(a) "Breach" shall mean the acquisition, access, use, or disclosure of an individual's PHI in a manner not permitted under the Privacy Rule. A Breach shall be presumed unless the Plan determines there is a low probability that the PHI has been compromised. A Breach does not include: (1) an unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access, or use was in good faith and within the scope of authority and does not result in a further impermissible use or disclosure; (2) an inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI at the same covered entity or business associate or organized health care arrangement, and the information received is not further used or disclosed in a manner not permitted under the Privacy Rule; or (3) a disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(b) "Breach Notification Rule" means the regulations issued under HIPAA set forth in subpart D of 45 CFR Part 164.

(c) "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media.

(d) "Health Care Operations" is as defined under 45 CFR §160.501.

(e) "HIPAA Health Plan," as defined under 45 CFR §160.103, means an individual or group plan that provides, or pays the cost of, medical care, and includes those plans and arrangements listed in 45 CFR §160.103.

(f) "Payment" is as defined under 45 CFR §160.501, and means activities undertaken by a HIPAA Health Plan to obtain contributions or to determine or fulfill its responsibility

for coverage and provision of benefits, or to obtain or provide reimbursement for the provision of health care.

(g) "Privacy Policy" means the Employer HIPAA Privacy Policy.

(h) "Privacy Rule" means the regulations issued under HIPAA set forth in subpart E of 45 CFR Part 164.

(i) "Protected Health Information" or "PHI" means individually identifiable health information that (1) relates to the past, present, or future physical or mental condition of a current or former Participant, Spouse, or Dependent, provision of health care to a Participant, Spouse, or Dependent, or payment for such health care; (2) can either identify the Participant, Spouse, or Dependent, or there is a reasonable basis to believe the information can be used to identify the Participant, Spouse, or Dependent; and (3) is received or created by or on behalf of the Health FSA.

(j) "Responsible Employee" means an employee (including a contract, temporary, or leased employee) of the Health FSA or of the Employer whose duties (1) require that the employee have access to PHI for purposes of Payment or Health Care Operations; or (2) make it likely that the employee will receive or have access to PHI. Persons designated as Responsible Employees are described in Section 9.3. A Responsible Employee shall also include any other employee (other than a designated Responsible Employee) who creates or receives PHI on behalf of a Health FSA, even though the employee's duties do not (or are not expected to) include creating or receiving PHI. Responsible Employees are within the Employer's HIPAA firewall when they perform Health FSA functions.

(k) "Security Incident," as defined under 45 CFR §164.304, means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(l) "Security Rule" means the regulations issued under HIPAA set forth in subpart C of 45 CFR Part 164.

9.3 Responsible Employees. Only Responsible Employees shall be permitted to use, disclose, create, receive, access, maintain, or transmit PHI or Electronic PHI on behalf of a Health FSA. The use or disclosure of PHI or Electronic PHI by Responsible Employees shall be restricted to the Health FSA administration functions that the Employer performs on behalf of a Health FSA pursuant to Section 9.4.

Employees who perform the following functions on behalf of the Health FSA are Responsible Employees: (1) claims determination and processing functions; (2) Health FSA vendor relations functions; (3) benefits education and information functions; (4) Health FSA administration activities; (5) legal department activities; (6) Health FSA compliance activities; (7) information systems support activities; (8) internal audit functions; and (9) human resources functions.

9.5 Prohibited Uses and Disclosures. Notwithstanding anything in the Plan to the contrary, use or disclosure of Protected Health Information is prohibited in the following situations.

(a) Genetic Information. Use or disclosure of Protected Health Information that is Genetic Information about an individual for underwriting purposes shall not be a permitted use or disclosure. The term "underwriting purposes" includes determining eligibility or benefits, computation of premium or contribution amounts, or the creation, renewal, or replacement of a contract of health insurance.

(b) Employment-Related Actions. Use or disclosure of Protected Health Information for the purpose of employment-related actions or decisions shall not be a permitted use or disclosure.

(c) Other Benefits. Use or disclosure of Protected Health Information in connection with any other benefit or employee benefit plan of the Employer, except as expressly permitted in Section 9.4, shall not be a permitted use or disclosure.

9.6 Permitted Uses and Disclosures

Responsible Employees may access, request, receive, use, disclose, create, and/or transmit PHI

only to perform certain permitted and required functions on behalf of the Health FSA, consistent with the Privacy Policy. This includes:

- (a) uses and disclosures for the Health FSA's own Payment and Health Care Operations functions;
- (b) uses and disclosures for another HIPAA Health Plan's Payment and Health Care Operations functions;
- (c) disclosures to a health care provider, as defined under 45 CFR §160.103, for the health care provider's treatment activities;
- (d) disclosures to the Employer, acting in its role as Plan sponsor, of (1) summary health information for purposes of obtaining health insurance coverage or premium bids for HIPAA Health Plans or for making decisions to modify, amend, or terminate a HIPAA Health Plan; or (2) enrollment or disenrollment information;
- (e) disclosures of a Participant's, Spouse's, or Dependent's PHI to the Participant or the Dependent or his or her personal representative, as defined under 45 CFR §164.502(g);
- (f) disclosures to a Participant's, Spouse's, or Dependent's family members or friends involved in the Participant's, Spouse's, or Dependent's health care or payment for the Participant's, Spouse's, or Dependent's health care, or to notify a Participant's, Spouse's, or Dependent's family in the event of an emergency or disaster relief situation;
- (g) uses and disclosures to comply with workers' compensation laws;
- (h) uses and disclosures for legal and law-enforcement purposes, such as to comply with a court order;
- (i) disclosures to the Secretary of Health and Human Services to demonstrate the Health FSA's compliance with the Privacy Rule, Security Rule, or Breach Notification Rule;
- (j) uses and disclosures for other governmental purposes, such as for national security purposes;
- (k) uses and disclosures for certain health and safety purposes, such as to prevent or

lessen a threat to public health, to report suspected cases of abuse, neglect, or domestic violence, or relating to a claim for public benefits or services;

(l) uses and disclosures to identify a decedent or cause of death, or for tissue-donation purposes;

(m) uses and disclosures required by other applicable laws; and

(n) uses and disclosures pursuant to the Participant's authorization that satisfies the requirements of 45 CFR §164.508.

9.7 Certification Requirement

The Health FSA shall disclose PHI, including Electronic PHI, to Responsible Employees only upon receipt of a certification by the Employer that the Employer agrees:

(a) not to use or further disclose PHI other than as permitted or required by this Article and the Privacy Policy or as required by law;

(b) to take reasonable steps to ensure that any agents to whom the Employer provides PHI or Electronic PHI received from the Health FSA agree: (1) to the same restrictions and conditions that apply to the Employer with respect to such PHI; and (2) to implement reasonable and appropriate security measures to protect such Electronic PHI;

(c) not to use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer other than another Health Plan;

(d) to report to the Health FSA any use or disclosure of PHI, including Electronic PHI, that is inconsistent with the uses or disclosures described in Section 9.6, or any Security Incident, of which the Employer becomes aware;

(e) to make available PHI for inspection and copying in accordance with 45 CFR §164.524;

(f) to make available PHI for amendment, and to incorporate any amendments to PHI, in

accordance with 45 CFR §164.526;

(g) to make available PHI required to provide an accounting of disclosures in accordance with 45 CFR §164.528;

(h) to make its internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI, received on behalf of the Health FSA, available to the Secretary of Health and Human Services for purposes of determining compliance by the Health FSA with the Privacy Rule, the Breach Notification Rule, or the Security Rule;

(i) if feasible, to return or destroy all PHI and Electronic PHI received from the Health FSA that the Employer still maintains in any form and retain no copies of such PHI and Electronic PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of PHI and Electronic PHI infeasible;

(j) to take reasonable steps to ensure that there is adequate separation between the Health FSA and the Employer's activities in its role as Health FSA sponsor and employer, and that such adequate separation is supported by reasonable and appropriate security measures; and

(k) to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that the Employer creates, receives, maintains, or transmits on behalf of the FSA.

9.8 Mitigation. In the event of noncompliance with any of the provisions set forth in this Article:

(a) The HIPAA privacy officer or security official, as appropriate, shall address any complaint promptly and confidentially. The HIPAA privacy officer or security official, as appropriate, first will investigate the complaint and document the investigation efforts and findings.

(b) If PHI, including Electronic PHI, has been used or disclosed in violation of the Privacy Policy or inconsistent with this Article, the HIPAA privacy officer and/or the security official, as appropriate, shall take immediate steps to mitigate any harm caused by the violation and to minimize the possibility that such a violation will recur.

(c) If a Responsible Employee or other Employer employee is found to have violated the Privacy Policy and/or policy developed under the Security Rule, such personnel shall be subject to disciplinary action, up to and including termination.

9.9 Breach Notification. Following the discovery of any Breach of unsecured PHI, the Health FSA shall notify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed as a result of a Breach, in accordance with 45 CFR §164.404, and shall notify the Secretary of Health and Human Services in accordance with 45 CFR §164.408. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified in regulations or other guidance issued by the Secretary of Health and Human Services.

ARTICLE X. Irrevocability of Elections; Exceptions

10.1 Irrevocability of Elections. A Participant's election under the Plan, including its Components, is irrevocable for the duration of the Period of Coverage to which it relates, except as provided in this Article X. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

- (a) participation in this Plan;
- (b) Salary Reduction amounts; or
- (c) election of particular Benefit Package Options.

10.2 Procedure for Making New Election If Exception to Irrevocability Applies

(a) Timeframe for Making New Election. A Participant (or an Eligible Employee who, when first eligible under Section 3.1 or during the Open Enrollment Period under

Section 3.2, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 10.3 (or within 60 days of the occurrence of an event described in Section 10.3(e)(3) or (4)), as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event. Notwithstanding the foregoing, a Change in Status that results in a beneficiary becoming ineligible for coverage under the Medical Insurance Plan shall automatically result in a corresponding election change, whether or not requested by the Participant within the normal 30-day period.

(b) Effective Date of New Election. Elections made pursuant to this Section 10.2 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 10.3(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change request was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that any replacement coverage commences later).

(c) Effect of New Election Upon Amount of Benefits. For the effect of a changed election upon the maximum and minimum benefits under the Health FSA and Dependent Care FSA Components, see Sections 7.4 and 8.4 respectively.

10.3 Events Permitting Exception to Irrevocability Rule for All Benefits. A Participant may change an election as described below upon the occurrence of the stated events for the applicable component of this Plan in accordance with the procedures described in Section 10.2.

(a) Open Enrollment Period (Applies to Premium Payment, Health FSA, and Dependent Care FSA Benefits). A Participant may change an election during the Open Enrollment

Period in accordance with Section 3.2.

(b) Termination of Employment (Applies to Premium Payment, Health FSA, and Dependent Care FSA Benefits). A Participant's election will terminate under the Plan upon termination of employment in accordance with Sections 3.3 and 3.4, as applicable.

(c) Leaves of Absence (Applies to Premium Payment, Health FSA, and Dependent Care FSA Benefits). A Participant may change an election under the Plan upon FMLA leave in accordance with Section 3.4 and upon non-FMLA leave in accordance with Section 3.5.

(d) Change in Status (Applies to Premium Payment Benefits, Health FSA Benefits as Limited Below, and Dependent Care FSA Benefits as Limited Below). A Participant may change his or her election under the Plan upon the occurrence of a Change in Status event only if the election is consistent with the event under both the applicable special consistency rules and the general consistency rule. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine, based on prevailing IRS guidance, whether a requested election change meets the consistency requirements below.

General Consistency Rule: A Participant's election change satisfies the general consistency requirement only if the election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer.

Special Consistency Rules: Assuming that the general consistency rule is also satisfied, a requested election change must satisfy the following specific consistency requirements in order for a Participant to be able to alter his or her election based on the specified Change in Status:

1. Loss of Spouse or Dependent Eligibility; Special COBRA Rules. For a Change in

Status involving a Participant's divorce, annulment, or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel Medical Insurance Benefits for the Spouse or Dependent, as applicable. However, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA because of a reduction of hours or because the Participant's Dependent ceases to satisfy the eligibility requirements for coverage (and the Participant remains a Participant under this Plan in accordance with Section 3.2), then the Participant may increase his or her election to pay for such coverage.

2. Gain of Coverage Eligibility Under Another Employer's Plan. For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under another employer's cafeteria plan or qualified benefit plan as a result of a change in marital or employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the other employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.
3. Special Consistency Rule for Dependent Care FSA Benefits. With respect to the Dependent Care FSA Benefits, a Participant may change or terminate his or her election upon a Change in Status if the election change is on account of and corresponds with a Change in Status that affects eligibility of Dependent Care Expenses for the tax exclusion under Code § 129.

Special Rule for Health FSA Coverage: A Participant may not change his or her election to reduce Health FSA coverage during a Period of Coverage. However, a participant may cancel Health FSA coverage completely due to any of the following events: death of a Spouse, divorce, legal separation, or annulment; death of a Dependent; change in employment status such that the Participant becomes ineligible for Health FSA coverage; or a Dependent's ceasing to satisfy eligibility requirements for Health FSA coverage. Any such cancellation will not become effective to the extent that it would reduce future contributions to the Health FSA to a point where the total contributions for the Plan Year are less than the amount already reimbursed for the Plan Year.

(e) HIPAA Special Enrollment Rights (Applies Only to Premium Payment Benefits for the Medical Insurance Plan). If a Participant or his or her Spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code § 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election (including, when required by HIPAA, an election to enroll in another benefit package under a group health plan), provided that the election change corresponds with such HIPAA special enrollment rights. As required by HIPAA, a special enrollment right will arise in the following circumstances:

- (1) a Participant or his or her Spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because: (A) the coverage was provided under COBRA, and the COBRA coverage was exhausted; or (B) the coverage was non-COBRA coverage, and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated;
- (2) a new Dependent is acquired as a result of marriage, birth, adoption, or

placement for adoption;

(3) the Participant's or Dependent's coverage under a Medicaid plan or state children's health insurance program is terminated as a result of loss of eligibility for such coverage; or

(4) the Participant or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's health insurance program with respect to coverage under the group health plan.

An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).

(f) Certain Judgments, Decrees, and Orders (Applies to Premium Payment and Health FSA Benefits, but Not to Dependent Care FSA Benefits). If a judgment, decree, or order (collectively, an "Order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a QMCSO) requires accident or health coverage (including an election for Health FSA Benefits) for a Participant's child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change his or her election to provide coverage for the child if the Order requires the Participant to provide coverage; or (2) change his or her election to revoke coverage for the child if the Order requires that another individual provide coverage under that individual's plan, and such coverage is actually provided.

(g) Medicare and Medicaid (Applies to Premium Payment Benefits, to Health FSA Benefits as Limited Below, but Not to Dependent Care FSA Benefits). If a Participant or his or her Spouse or Dependent who is enrolled in a health or accident plan under this

Plan becomes entitled to or enrolled in Medicare or Medicaid, then the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid and/or the Participant's Health FSA coverage may be canceled (but not reduced). Such cancellation will not become effective to the extent that it would reduce future contributions to the Health FSA to a point where the total contributions for the Plan Year are less than the amount already reimbursed for the Plan Year. Furthermore, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the Medical Insurance Benefit of the individual who loses Medicare or Medicaid eligibility and/or the Participant's Health FSA coverage.

(h) Change in Cost (Applies to Premium Payment Benefits, to Dependent Care FSA Benefits as Limited Below, but Not to Health FSA Benefits). For purposes of this Section 10.3(h), "similar coverage" means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage. For purposes of this definition, (1) a health FSA is not similar coverage with respect to an accident or health plan that is not a health FSA; (2) an HMO and a PPO are considered to be similar coverage; and (3) coverage by another employer, such as a Spouse's or Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.

(1) *Increase or Decrease for Insignificant Cost Changes.* Participants are required to increase their elective contributions (by increasing Salary Reductions) to reflect insignificant increases in their required contribution for their Benefit Package Option(s), and to decrease their elective contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole

discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees' elective contributions on a prospective basis.

(2) *Significant Cost Increases.* If the Plan Administrator determines that the cost charged to an Employee of a Participant's Benefit Package Option(s) (such as the PPO for the Medical Insurance Plan) significantly increases during a Period of Coverage, then the Participant may (a) make a corresponding prospective increase in his or her elective contributions (by increasing Salary Reductions); (b) revoke his or her election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Package Option that provides similar coverage (such as an HMO, but not the Health FSA); or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.

(3) *Significant Cost Decreases.* If the Plan Administrator determines that the cost of any Benefit Package Option (such as a PPO) significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes: (a) Participants enrolled in that Benefit Package Option may make a corresponding prospective decrease in their elective contributions (by decreasing Salary Reductions); (b) Participants who are enrolled in another Benefit Package Option (such as an HMO, but not the Health FSA) may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost (such as the PPO for the Medical Insurance Plan); or (c) Employees who are

otherwise eligible under Section 3.1 may elect the Benefit Package Option that has decreased in cost (such as the PPO) on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.

(4) *Limitation on Change in Cost Provisions for Dependent Care FSA Benefits.* The above "Change in Cost" provisions (Sections 10.3(h)(1) through 10.3(h)(3)) apply to Dependent Care FSA Benefits only if the cost change is imposed by a dependent care provider who is not a "relative" of the Employee. For this purpose, a relative is an individual who is related as described in Code §§ 152(d)(2)(A) through (G), incorporating the rules of Code §§ 152(f)(1) and 152(f)(4).

(i) *Change in Coverage (Applies to Premium Payment and Dependent Care FSA Benefits, but Not to Health FSA Benefits).*

The definition of "similar coverage" under Section 10.3(h) applies also to this Section 10.3(i).

(1) *Significant Curtailment.* If coverage is "significantly curtailed" (as defined below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth below, if the coverage curtailment results in a "Loss of Coverage" (as defined below), then Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is "significant," and whether a Loss of Coverage has occurred.

(a) *Significant Curtailment Without Loss of Coverage.* If the Plan Administrator determines that a Participant's coverage under a Benefit Package Option under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her

employer's plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit under an accident or health plan, such as the PPO under the Medical Insurance Plan) during a Period of Coverage, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage (such as the HMO, but not the Health FSA). Coverage under a plan is deemed to be "significantly curtailed" only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.

(b) *Significant Curtailment With a Loss of Coverage.* If the Plan Administrator determines that a Participant's Benefit Package Option coverage under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed, and if such curtailment results in a Loss of Coverage during a Period of Coverage, then the Participant may revoke his or her election for the affected coverage and may either prospectively elect coverage under another Benefit Package Option that provides similar coverage or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.

(c) *Definition of Loss of Coverage.* For purposes of this Section 10.3(i)(1), a "Loss of Coverage" means a complete loss of coverage, including the elimination of a Benefit Package Option, an HMO ceasing to be available where the Participant or his or her Spouse or Dependent resides, or a Participant or his or her Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation. In addition, the Plan Administrator, in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:

- a substantial decrease in the medical care providers available under the Benefit Package Option;
- a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or
- any other similar fundamental loss of coverage.

(d) Dependent Care FSA Coverage Changes. A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care service provider. For example: (a) if the Participant terminates one dependent care service provider and hires a new dependent care service provider, then the Participant may change coverage to reflect the cost of the new service provider; and (b) if the Participant terminates a dependent care service provider because a relative becomes available to take care of the child at no charge, then the Participant may cancel coverage.

(2) Addition or Significant Improvement of a Benefit Package Option. If during a Period of Coverage the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the newly added or significantly improved Benefit Package Option may change their elections on a prospective basis to elect the newly added or significantly improved Benefit Package Option; and (b) Employees who are otherwise eligible under Section 3.1 may elect the newly added or significantly improved Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.

(3) *Loss of Coverage Under Other Group Health Coverage.* A Participant may prospectively change his or her election to add group health coverage for the Participant or his or her Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code § 7701(a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s).

(4) *Change in Coverage Under Another Employer Plan.* A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant's Spouse during his or her employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance.

10.4 Election Modifications Required by Plan Administrator. The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary

Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

ARTICLE XI. Appeals Procedure

11.1 Procedure If Benefits Are Denied Under This Plan. If a claim for benefits under this Plan is wholly or partially denied, then the Employee or Participant may request review upon written application to the Committee. The appeal must be made in writing within 180 days after the Employee or Participant's receipt of the notice that the claim was denied. If the Employee or Participant does not appeal on time, the Employee or Participant will lose the right to appeal the denial and the right to file suit in court. Appeals under this Plan, including the Health FSA and Dependent Care FSA Components, will be reviewed and decided by the Committee or other entity designated in the Plan in a reasonable time not later than 60 days after the Committee receives the request for review. The Committee may, in its discretion, hold a hearing on the denied claim.

11.2 Claims Procedures for Medical Dental, and Vision Insurance Benefits

Claims and reimbursement for Medical, Dental, and Vision Insurance Benefits shall be administered, respectively, in accordance with the individual claims procedures set forth in the

plan documents and/or summary plan descriptions for each plan respectively, if applicable.

11.3 Claims Deadline. Unless otherwise provided herein or required pursuant to applicable law, a claim for benefits under this Plan must be made within one year after the date the expense was incurred that gives rise to the claim. It is the responsibility of the Employee or his or her designee to make sure this requirement is met.

11.4 Limitations Period for Filing Suit

Unless otherwise provided herein or required pursuant to applicable law, a suit for benefits under this Plan must be brought within one year after the date of a final decision on the claim in accordance with the applicable claims procedure.

ARTICLE XII. Recordkeeping and Administration

12.1 Plan Administrator. The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

12.2 Powers of the Plan Administrator. The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan (provided that the Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 11.1);

- (b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- (d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;
- (f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- (g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- (h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- (i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim; and
- (j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

12.3 Reliance on Participant, Tables, etc. The Plan Administrator may rely upon the direction,

information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

12.4 Provision for Third-Party Plan Service Providers. The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

12.5 Fiduciary Liability. To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

12.6 Insurance Contracts. The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan; and (b) to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of and be retained by the Employer, to the extent that such amounts are less than aggregate Employer contributions toward such insurance.

12.7 Inability to Locate Payee. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

12.8 Effect of Mistake. In the event of a mistake as to the eligibility or participation of an

Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

ARTICLE XIII. General Provisions

13.1 Expenses. All reasonable expenses incurred in administering the Plan are currently paid by forfeitures to the extent provided in Section 5.5, Section 7.6 with respect to Health FSA Benefits and Section 8.6 with respect to Dependent Care FSA Benefits, and then by the Employer.

13.2 No Contract of Employment. Nothing herein contained is intended to be construed as an employment contract or other arrangement between any Employee and the Employer and shall not be construed to imply that Employee will be employed for any specific period of time.

13.3 Amendment and Termination. This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may amend or terminate all or any part of this Plan (including any Component) at any time for any reason by resolution of the Employer's governing body or by any person or persons authorized by the governing body to take such action.

13.4 Governing Law/Venue. This Plan shall be construed, administered, and enforced according to the laws of the State of California, to the extent not superseded by the Code or any other federal law. Any claim or action resulting from, relating to, or arising under The Plan shall only be brought in the Torrance Courthouse, Southwest Judicial District of Los Angeles,

California, and such Court shall have personal jurisdiction over any party named in the action.

13.5 Compliance With Code and Other Applicable Laws. It is intended that this Plan meet all applicable requirements of the Code and of all regulations issued thereunder. This Plan shall be construed, operated, and administered accordingly, and in the event of any conflict between this Plan and the Code, the provisions of the Code shall be deemed controlling, and any conflicting provision of this Plan shall be deemed superseded to the extent of the conflict. In addition, the Plan will comply with the requirements of all other applicable laws.

13.6 No Guarantee of Tax Consequences. Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

13.7 Indemnification of Employer. If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such Participant shall indemnify and reimburse the Employer for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

13.8 Non-Assignability of Rights. The right of any Participant to receive reimbursement under this Plan shall not be assigned by the Participant and shall not be subject to claims by the Participant's creditors. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

13.9 Plan Provisions Controlling. In the event that the terms or provisions of any summary or description of this Plan conflict with the provisions of this Plan, the provisions of this Plan shall control.

13.10 Severability. If any part of this Plan is invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent permitted by law.

* * *

This document is executed this ____ day of _____. Year _____.

CITY OF MANHATTAN BEACH

By: _____

Its: _____

Appendix A

Exclusions

Medical Expenses That Are Not Reimbursable From the Health FSA

The City of Manhattan Beach Section 125 Flexible Benefits Plan document contains the general rules governing what expenses are reimbursable. This Appendix A, as referenced in the Plan document, specifies certain expenses that are excluded under this Plan with respect to reimbursement from the Health FSA—that is, expenses that *are not reimbursable*, even if they meet the definition of "medical care" under Code § 213(d) and may otherwise be reimbursable under the regulations governing Health FSAs.

Exclusions: *The following expenses are not reimbursable from the Health FSA*, even if they meet the definition of "medical care" under Code § 213(d) and may otherwise be reimbursable under legal requirements applicable to health FSAs:

- Premiums for other health coverage, including but not limited to premiums for any other plan (whether or not sponsored by the Employer).
- Long-term care services.
- Cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease. "Cosmetic surgery" means any procedure that is directed at improving the patient's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease.
- The salary expense of a nurse to care for a healthy newborn at home.
- Funeral and burial expenses.
- Household and domestic help (even if recommended by a qualified physician due to an Employee's or Dependent's inability to perform physical housework).
- Custodial care.
- Medicines or drugs (other than insulin) available over-the-counter that have not been prescribed.
- Costs for sending a child to a special school for benefits that the child may receive from the course of study and disciplinary methods.
- Social activities, such as dance lessons (even if recommended by a physician for general health improvement).
- Bottled water.
- Cosmetics, toiletries, toothpaste, etc.
- Uniforms or special clothing, such as maternity clothing.

- Automobile insurance premiums.
- Transportation expenses of any kind, including transportation expenses to receive medical care.
- Marijuana and other controlled substances that are in violation of federal laws, even if prescribed by a physician.
- Any item that does not constitute "medical care" as defined under Code § 213(d).
- Any item that is not reimbursable due to the rules in Prop. Treas. Reg. § 1.125-5(k)(4) or other applicable law or regulations.

Agenda Date: 12/5/2017

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Anne McIntosh, Community Development Director
Laurie B. Jester, Planning Manager
Jason Masters, Assistant Planner

SUBJECT:

Adopt Resolutions for Telecommunications and Coastal Development Permits, Approving and Denying Sites for AT&T (Community Development Director McIntosh).

ADOPT THE FOLLOWING RESOLUTIONS

RESOLUTIONS FOR CONDITIONAL APPROVAL:

- a) Resolution No. 17-0148 - Manhattan Ave. / 35th & 36th St.
- b) Resolution No. 17-0149 - Manhattan Ave. / 29th St.
- c) Resolution No. 17-0150 - Morningside Dr. / 2nd St.
- d) Resolution No. 17-0151 - Alma Ave / 28th St & 28th Pl.
- e) Resolution No. 17-0155 - Highland Ave. / 32nd Pl. & 33rd St.
- f) Resolution No. 17-0156 - Bayview Dr. / 26th St.
- g) Resolution No. 17-0158 - Ingleside Dr. / 5th Pl.
- h) Resolution No. 17-0160 - N. Valley Dr. / Pacific Ave.

RESOLUTIONS FOR DENIAL:

- i) Resolution No. 17-0146 - Ocean Dr. / 18th St.
 - j) Resolution No. 17-0147 - Manhattan Ave. / 5th Pl.
 - k) Resolution No. 17-0152 - Highland Ave. / 19th St & 19th Pl.
 - l) Resolution No. 17-0153 - Marine Ave. / Bayview Dr.
 - m) Resolution No. 17-0154 - Manhattan Ave. / 11th St.
 - n) Resolution No. 17-0157 - 2nd St. / N. Ardmore Ave.
 - o) Resolution No. 17-0159 - Church St. / 13th St & 14th St.
-

RECOMMENDATION:

Staff recommends that the City Council adopt Resolutions for Telecommunications and Coastal Development Permits, approving eight sites and denying seven sites for AT&T consistent with the City Council direction on November 16, 2017.

BACKGROUND AND DISCUSSION:

At the City Council meeting of November 16, 2017, the City Council opened the Public Hearing, and took public testimony. After the public hearing was closed, the City Council directed staff to prepare eight resolutions approving, and seven resolutions denying the applications.

At the meeting, Councilmembers asked if it may be appropriate for future facilities to be located in the Veterans Parkway, and asked if telecom sites in the Parkway would conflict with the Veterans Parkway Landscape Master Plan. As new applications are submitted staff will review the proposals for consistency with the Veterans Parkways Master Plan as well as any applicable General Plan Goals and Policies. Staff will work with the applicant to explore alternative nonresidential sites in commercial areas and parks, in addition to Veterans Parkway.

Note that there is no Resolution for the application at Valley Drive and 9th Place since it was not appealed and the Director's decision as detailed in the decision letter dated October 19, 2017 documents that decision.

Resolutions for conditional approval have been prepared for the following sites. (Please note the votes on November 16, 2017 are reflected in parenthesis.)

1. Resolution No. 17-0148 - Manhattan Ave. / 35th & 36th St.
(Vote - Ayes: Lesser, Howorth and Hersman; Noes: Napolitano and Montgomery)
2. Resolution No. 17-0149 - Manhattan Ave. / 29th St.
(Vote - Ayes: Lesser, Howorth and Hersman; Noes: Napolitano and Montgomery)
3. Resolution No. 17-0150 - Morningside Dr. / 2nd St.
(Vote - Ayes: Lesser, Howorth and Hersman; Noes: Napolitano and Montgomery)
4. Resolution No. 17-0151 - Alma Ave / 28th St & 28th Pl.
(Vote - Ayes: Lesser, Howorth and Hersman; Noes: Napolitano and Montgomery)
5. Resolution No. 17-0155 - Highland Ave. / 32nd Pl. & 33rd St.
(Vote - Ayes: Lesser, Howorth, Napolitano, Hersman and Montgomery)
6. Resolution No. 17-0156 - Bayview Dr. / 26th St.
(Vote - Ayes: Lesser, Howorth, Napolitano, Hersman and Montgomery)
7. Resolution No. 17-0158 - Ingleside Dr. / 5th Pl.
(Vote - Ayes: Lesser, Napolitano and Montgomery; No: Hersman; Abstain: Howorth)
8. Resolution No. 17-0160 - N. Valley Dr. / Pacific Ave.
(Vote - Ayes: Lesser, Howorth, Napolitano, Hersman and Montgomery)

Resolutions for denial have been prepared for the following sites:

9. Resolution No. 17-0146 - Ocean Dr. / 18th St.
(Vote - Ayes: Lesser, Howorth, Napolitano and Montgomery; No: Hersman)
10. Resolution No. 17-0147 - Manhattan Ave. / 5th Pl.
(Vote - Ayes: Howorth, Napolitano and Montgomery; Noes: Lesser and Hersman)

11. Resolution No. 17-0152 - Highland Ave. / 19th St & 19th Pl.
(Vote - Ayes: Lesser, Howorth, Napolitano, Hersman and Montgomery)
12. Resolution No. 17-0153 - Marine Ave. / Bayview Dr.
(Vote - Ayes: Lesser, Howorth, Napolitano and Montgomery; No: Hersman)
13. Resolution No. 17-0154 - Manhattan Ave. / 11th St.
(Vote - Ayes: Lesser, Howorth, Napolitano, Hersman and Montgomery)
14. Resolution No. 17-0157 - 2nd St. / N. Ardmore Ave.
(Vote - Ayes: Lesser, Howorth, Napolitano, Hersman and Montgomery)
15. Resolution No. 17-0159 - Church St. / 13th St & 14th St.
(Vote - Ayes: Lesser, Howorth, Napolitano, Hersman and Montgomery)

PUBLIC OUTREACH/INTEREST:

The Public Hearing on November 16, 2017 was noticed with a mailing as well as a ¼ page ad. At the City Council meeting of November 16, 2017 the City Council directed staff to draft resolutions for City Council consideration at the December 5, 2017 Council meeting. Staff has received public comments after the public hearing was closed, including a letter regarding the site at Morningside Drive and 2nd Street. Such correspondence has been attached to the staff report. In that the public hearing is closed, any correspondence and public comment received after the close of the hearing cannot form a basis for any Council action on the proposed resolutions. Nevertheless, pursuant to the Brown Act, the City will provide an opportunity for anyone wishing to comment on the draft resolutions before the Council considers adopting such resolutions.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and has determined that the project qualifies for a Class 3 categorical exemption pursuant to Section 15303(d) of the State CEQA Guidelines since the proposed project requires installation of small new equipment and facilities and the conversion of existing light poles where only minor modifications are made in the exterior of the structure. Thus, no further environmental review is necessary.

LEGAL REVIEW:

The City Attorney has reviewed this report and the draft resolutions.

Attachments:

1. Resolution No. 17-0148 - Manhattan Ave. / 35th & 36th St.
2. Resolution No. 17-0149 - Manhattan Ave. / 29th St.
3. Resolution No. 17-0150 - Morningside Dr. / 2nd St.
4. Resolution No. 17-0151 - Alma Ave / 28th St & 28th Pl.
5. Resolution No. 17-0155 - Highland Ave. / 32nd Pl. & 33rd St.
6. Resolution No. 17-0156 - Bayview Dr. / 26th St.
7. Resolution No. 17-0158 - Ingleside Dr. / 5th Pl.
8. Resolution No. 17-0160 - N. Valley Dr. / Pacific Ave.
9. Resolution No. 17-0146 - Ocean Dr. / 18th St.
10. Resolution No. 17-0147 - Manhattan Ave. / 5th Pl.

11. Resolution No. 17-0152 - Highland Ave. / 19th St & 19th Pl.
12. Resolution No. 17-0153 - Marine Ave. / Bayview Dr.
13. Resolution No. 17-0154 - Manhattan Ave. / 11th St.
14. Resolution No. 17-0157 - 2nd St. / N. Ardmore Ave.
15. Resolution No. 17-0159 - Church St. / 13th St & 14th St.

RESOLUTION NO. 17-0148

**RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL
APPROVING A TELECOM PERMIT AND COASTAL
DEVELOPMENT PERMIT CA-16-41 FOR THE CONSTRUCTION
AND OPERATION OF A WIRELESS FACILITY PROPOSED TO
BE LOCATED AT MANHATTAN AVENUE AND 35th AND
36TH STREET**

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at Manhattan Avenue and 35th/36th Street (35th/36th Street Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach (City). Pursuant to Local Coastal Program (LCP) Chapter A.96, applications for a Coastal Development Permit within the Coastal Zone Appealable Area require a public hearing before the City Council.

SECTION 2. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant's representatives spoke in favor of the application. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant's representatives responded to questions posed by the public and by Councilmembers.

SECTION 3. The record of the public hearing indicates the following:

A. The 35th/36th Street Facility is proposed in a high density residential district and includes an antenna mounted on a replacement light pole and a cabinet mounted to a pedestrian crossing sign.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City must approve a telecommunications permit unless it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. The 35th/36th Street Facility is proposed in the appealable area of the Coastal Zone. Accordingly, a Coastal Development Permit (CDP) is required. Pursuant to LCP Section A.96.150(A), the following findings are required to approve a CDP:

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

2. If the project is located between the first public road and the sea, that the project is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976.

D. Pursuant to Municipal Code Section 13.02.030.G, the City must impose specified mandatory conditions when approving a telecom permit and may impose additional conditions as appropriate.

E. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities.

SECTION 4. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. The 35th/36th Street Facility does not satisfy the five conditions for denial under Municipal Code Section 3.02.100. The facility is located in a high density residential area where an alternative location on commercial or City-owned property is not available. Further, the proposed design will not result in significant aesthetic impacts and will be less intrusive than other possible designs or locations in the area. By mounting the cabinet on an existing pedestrian crossing sign, the facility will cause less infrastructure bulk in the pedestrian right-of-way.

B. The project, as described in the application and accompanying materials, as modified by any conditions of approval, conforms with the certified Manhattan Beach Local Coastal Program. Pursuant to Chapter A.01, the purposes of the LCP include ensuring that service demands of new development will not exceed the capacities of existing streets, utilities, or public services, and to conserve and enhance Manhattan Beach's coastal setting, including its low-

profile character. The 35th/36th Street Facility would improve wireless service coverage and capacity in the western, coastal section of the City by installing an antenna on an existing light pole and a cabinet on an existing pedestrian crossing sign. The proposed design is relatively inconspicuous, retains the neighborhood's low-profile character, and improves wireless service for residents and beach visitors. Further, consistent with the purposes of the Residential District under Chapter A.12, the design avoids the increased visual bulk that could result from ground-mounted cabinets, congested pole installations, or large macro cell sites.

C. The project is not located between the first public road and the sea and, therefore, the finding regarding conformity with the public access and recreation policies are not applicable.

SECTION 5. The 35th/36th Street Facility is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15303 (Class 3, New Construction of Small Structures). The 35th/36th Street Facility presents no unusual circumstances and there are no environmental resources of hazardous or critical concern.

SECTION 6. The City Council's decision is based upon each independent and separate grounds stated herein.

SECTION 7. The City Council hereby approves the telecom permit and Coastal Development Permit CA-16-41 for the 35th/36th Street Facility, subject to the conditions set forth in Exhibit A.

SECTION 8. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

AMY HOWORTH
Mayor

RESOLUTION NO. 17-0149

RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A TELECOM PERMIT AND COASTAL DEVELOPMENT PERMIT CA-16-40 FOR THE CONSTRUCTION AND OPERATION OF A WIRELESS FACILITY PROPOSED TO BE LOCATED AT MANHATTAN AVENUE AND 29TH STREET

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at Manhattan Avenue and 29th Street (29th Street Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach (City). Pursuant to Local Coastal Program (LCP) Chapter A.96, applications for a Coastal Development Permit within the Coastal Zone Appealable Area require a public hearing before the City Council.

SECTION 2. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant's representatives spoke in favor of the application. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant's representatives responded to questions posed by the public and by Councilmembers.

SECTION 3. The record of the public hearing indicates the following:

A. The 29th Street Facility is proposed in a residential district and includes an antenna mounted on a replacement light pole and an equipment cabinet mounted on the new pole behind a pedestrian crossing sign.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City must approve a telecommunications permit unless it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. Pursuant to Municipal Code Section 13.02.030.G, the City must impose specified mandatory conditions when approving a telecom permit and may impose additional conditions as appropriate.

D. The 29th Street Facility is proposed in the Coastal Zone. Accordingly, a Coastal Development Permit (CDP) is required. Pursuant to LCP Section A.96.150(A), the following findings are required to approve a CDP:

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

2. If the project is located between the first public road and the sea, that the project is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976.

E. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities.

SECTION 4. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. The 29th Street Facility does not satisfy the five conditions for denial under Municipal Code Section 3.02.100. The facility is located in a residential area where an alternative location on commercial or City-owned property is not available. Further, the proposed design will not result in significant aesthetic impacts and will be less intrusive than other possible designs or locations in the area.

B. The project, as described in the application and accompanying materials, as modified by any conditions of approval, conforms with the certified Manhattan Beach Local Coastal Program. Pursuant to Chapter A.01, the purposes of the LCP include ensuring that service demands of new development will not exceed the capacities of existing streets, utilities, or public services, and to conserve and enhance Manhattan Beach's coastal setting, including its low-profile character. The 29th Street Facility would improve wireless service coverage and capacity in the western, coastal section of the City by installing a discreet, low-profile antenna and cabinet to an existing light pole. The proposed

design is relatively inconspicuous, retains the neighborhood's low-profile character, and improves wireless service for residents and beach visitors. Further, consistent with the purposes of the Residential District under Chapter A.12, the design avoids the increased visual bulk that could result from ground-mounted cabinets, congested pole installations, or large macro cell sites.

C. The project is not located between the first public road and the sea and, therefore, the finding regarding conformity with the public access and recreation policies are not applicable.

SECTION 5. The 29th Street Facility is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15303 (Class 3, New Construction of Small Structures). The 29th Street Facility presents no unusual circumstances, and there are no environmental resources of hazardous or critical concern.

SECTION 6. The City Council's decision is based upon each independent and separate grounds stated herein.

SECTION 7. The City Council hereby approves the telecom permit and Coastal Development Permit CA-16-40 for the 29th Street Facility, subject to the conditions set forth in Exhibit A.

SECTION 8. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

RESOLUTION NO. 17-0150

RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A TELECOM PERMIT AND COASTAL DEVELOPMENT PERMIT CA-16-47 FOR THE CONSTRUCTION AND OPERATION OF WIRELESS FACILITY PROPOSED TO BE LOCATED AT MORNINGSIDE DRIVE AND 2ND STREET

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at Morningside Drive and 2nd Street (Morningside Drive Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach.

SECTION 2. Pursuant to Municipal Code Chapter 13.02, the Morningside Drive Facility, as a “non-standard facility,” is reviewed by the Director of Community Development and is subject to final review by the City Council. The Director conditionally approved the application. On October 17, 2017, two members of the City Council requested review of the Director’s decision.

SECTION 3. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant’s representatives spoke in favor of the application. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant’s representatives responded to questions posed by the public and by Councilmembers.

SECTION 4. The record of the public hearing indicates the following:

A. The Morningside Drive Facility is proposed in a residential district, and it includes an antenna and cabinet mounted on an existing utility pole.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City can deny a telecommunications permit only if it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. The Morningside Drive Facility is proposed in the Coastal Zone. Accordingly, a Coastal Development Permit (CDP) is required. Pursuant to LCP Section A.96.150(A), the following findings are required to approve a CDP:

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

2. If the project is located between the first public road and the sea, that the project is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976.

D. Pursuant to Municipal Code Section 13.02.030.G, the City must impose specified mandatory conditions when approving a telecom permit and may impose additional conditions as appropriate.

E. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities.

SECTION 5. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. The Morningside Drive Facility does not satisfy the five conditions for denial under Municipal Code Section 3.02.100. The facility is located in a residential area where an alternative location on commercial or City-owned property is not available. Further, the proposed design and location will be less intrusive than other possible designs or locations in the area. At the public hearing, the City Council and Applicant specifically considered relocating the facility to a nearby light pole, but determined that this alternative would have similar or greater aesthetic impacts. No other locations or designs were identified at the hearing.

B. The project, as described in the application and accompanying materials, as modified by any conditions of approval, conforms with the certified Manhattan Beach Local Coastal Program. Pursuant to Chapter A.01, the

purposes of the LCP include ensuring that service demands of new development will not exceed the capacities of existing streets, utilities, or public services, and to conserve and enhance Manhattan Beach's coastal setting, including its low-profile character. The Morningside Drive Facility would improve wireless service coverage and capacity in the western, coastal section of the City by installing a low-profile antenna and cabinet to an existing utility pole. The proposed design retains the neighborhood's low-profile character and improves wireless service for residents and beach visitors. Further, consistent with the purposes of the Residential District under Chapter A.12, the design avoids the increased visual bulk that could result from ground-mounted cabinets, congested pole installations, or large macro cell sites.

C. The project is not located between the first public road and the sea and, therefore, the finding regarding conformity with the public access and recreation policies are not applicable.

SECTION 6. The Morningside Drive Facility is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15303 (Class 3, New Construction of Small Structures). The Morningside Drive Facility presents no unusual circumstances, and there are no environmental resources of hazardous or critical concern.

SECTION 7. The City Council's decision is based upon each independent and separate grounds stated herein.

SECTION 8. The City Council hereby approves the telecom permit and Coastal Development Permit CA-16-47 for the Morningside Drive Facility, subject to the conditions set forth in Exhibit A.

SECTION 9. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

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

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

AMY HOWORTH
Mayor

RESOLUTION NO. 17-0151

RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A TELECOM PERMIT AND COASTAL DEVELOPMENT PERMIT CA-16-44 FOR THE CONSTRUCTION AND OPERATION OF WIRELESS FACILITY PROPOSED TO BE LOCATED AT ALMA AVENUE AND 28TH STREET

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at Alma Avenue and 28th Street (Alma Avenue Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach.

SECTION 2. Pursuant to Municipal Code Chapter 13.02, the Pacific Avenue Facility, as a “non-standard facility,” is reviewed by the Director of Community Development and is subject to final review by the City Council. The Director conditionally approved the application. On October 17, 2017, two members of the City Council requested review of the Director’s decision.

SECTION 3. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant’s representatives spoke in favor of the application. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant’s representatives responded to questions posed by the public and by Councilmembers.

SECTION 4. The record of the public hearing indicates the following:

A. The Alma Avenue Facility is proposed in a residential district, and it includes an antenna and cabinet mounted on an existing light pole. As originally proposed, the cabinet was located on the ground. At the public hearing, the City Council requested, and the Applicant agreed, to relocate the cabinet to the existing light pole. Accordingly, a condition of approval requires the Alma Avenue Facility to mount the cabinet on the existing light pole.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City must approve a telecommunications permit unless it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. The Alma Avenue Facility is proposed in the non-appealable portion of the Coastal Zone. Accordingly, a Coastal Development Permit (CDP) is required. Pursuant to LCP Section A.96.150(A), the following findings are required to approve a CDP:

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

2. If the project is located between the first public road and the sea, that the project is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976.

D. Pursuant to Municipal Code Section 13.02.030.G, the City must impose specified mandatory conditions when approving a telecom permit and may impose additional conditions as appropriate.

E. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities.

SECTION 5. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. The Alma Avenue Facility does not satisfy the five conditions for denial under Municipal Code Section 3.02.100. The facility is located in a residential area where an alternative location on commercial or City-owned property is not available. Further, the proposed design, as modified to mount the equipment cabinet to the existing light pole, will not result in significant aesthetic impacts and will be less intrusive than other possible designs or locations in the area.

B. The project, as described in the application and accompanying materials, as modified by any conditions of approval, conforms with the certified Manhattan Beach Local Coastal Program. Pursuant to Chapter A.01, the purposes of the LCP include ensuring that service demands of new development will not exceed the capacities of existing streets, utilities, or public services, and to conserve and enhance Manhattan Beach's coastal setting, including its low-profile character. The Alma Avenue Facility would improve wireless service coverage and capacity in the western, coastal section of the City by installing a low-profile antenna and cabinet to an existing light pole. The proposed design is relatively inconspicuous, retains the neighborhood's low-profile character, and improves wireless service for residents and beach visitors. Further, consistent with the purposes of the Residential District under Chapter A.12, the design avoids the increased visual bulk that could result from ground-mounted cabinets, congested pole installations, or large macro cell sites.

C. The project is not located between the first public road and the sea and, therefore, the finding regarding conformity with the public access and recreation policies are not applicable.

SECTION 6. The Alma Avenue Facility is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15303 (Class 3, New Construction of Small Structures). The Alma Avenue Facility presents no unusual circumstances, and there are no environmental resources of hazardous or critical concern.

SECTION 7. The City Council's decision is based upon each independent and separate grounds stated herein.

SECTION 8. The City Council hereby approves the telecom permit and Coastal Development Permit CA-16-44 for the Alma Avenue Facility, subject to the conditions set forth in Exhibit A.

SECTION 9. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

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

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

RESOLUTION NO. 17-0155

RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A TELECOM PERMIT AND COASTAL DEVELOPMENT PERMIT CA-16-49 FOR THE CONSTRUCTION AND OPERATION OF WIRELESS FACILITY PROPOSED TO BE LOCATED AT HIGHLAND AVENUE AND 32ND PLACE

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at Highland Avenue and 32nd Place (32nd Place Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach.

SECTION 2. Pursuant to Municipal Code Chapter 13.02, the Pacific Avenue Facility, as a “non-standard facility,” is reviewed by the Director of Community Development and is subject to final review by the City Council. The Director conditionally approved the application. On October 17, 2017, two members of the City Council requested review of the Director’s decision.

SECTION 3. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant’s representatives spoke in favor of the application. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant’s representatives responded to questions posed by the public and by Councilmembers.

SECTION 4. The record of the public hearing indicates the following:

A. The 32nd Place Facility is proposed on a banner pole adjacent to commercial properties. The Applicant will replace the existing banner pole with a new, banner pole. The antenna will be flush-mounted on the banner pole and the cabinet equipment will be installed on the replacement banner pole. As originally proposed, the cabinet was ground mounted on the sidewalk near 33rd Street. At the public hearing, the City Council requested, and the Applicant agreed, to install the cabinet equipment on the replacement banner pole. Accordingly, a condition of approval requires the Applicant to replace the existing banner pole and install the cabinet equipment on the new pole, with the final design being subject to Public Works approval.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City must approve a telecommunications permit unless it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. The 32nd Place Facility is proposed in the Coastal Zone. Accordingly, a Coastal Development Permit (CDP) is required. Pursuant to LCP Section A.96.150(A), the following findings are required to approve a CDP:

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

2. If the project is located between the first public road and the sea, that the project is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976.

D. Pursuant to Municipal Code Section 13.02.030.G, the City must impose specified mandatory conditions when approving a telecom permit and may impose additional conditions as appropriate.

E. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities.

SECTION 5. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. The 32nd Place Facility does not satisfy the five conditions for denial under Municipal Code Section 3.02.100. The facility is located in the right-of-way adjacent to a commercial property in a commercial zone. This commercial location will minimize aesthetic impacts to residential uses. Further, the proposed design, as modified to install the cabinet equipment on the replacement banner pole, will avoid sidewalk obstructions, minimize impacts to the neighborhood streetscape, and not cause significant aesthetic impacts.

B. The project, as described in the application and accompanying materials, as modified by any conditions of approval, conforms with the certified Manhattan Beach Local Coastal Program. Pursuant to Chapter A.01, the purposes of the LCP include ensuring that service demands of new development will not exceed the capacities of existing streets, utilities, or public services, and to conserve and enhance Manhattan Beach's coastal setting, including its low-profile character. The 32nd Place Facility would improve wireless service coverage and capacity in the western, coastal section of the City by installing a low-profile antenna and cabinet to a replacement banner pole. The proposed design is relatively inconspicuous, retains the neighborhood's low-profile character, and improves wireless service for residents and beach visitors. Consistent with the purposes of the Commercial District under Chapter A.16, the design will minimize impacts on nearby residential districts that could result from ground-mounted cabinets, congested pole installations, or large macro cell sites. Further, by improving wireless capacity, the facility will complement commercial development, and the design avoids the increased visual bulk that could result from ground-mounted cabinets, congested pole installations, or large macro cell sites.

C. The project is not located between the first public road and the sea and, therefore, the finding regarding conformity with the public access and recreation policies are not applicable.

SECTION 6. The 32nd Place Facility is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15303 (Class 3, New Construction of Small Structures). The 32nd Place Facility presents no unusual circumstances and there are no environmental resources of hazardous or critical concern.

SECTION 7. The City Council's decision is based upon each independent and separate grounds stated herein.

SECTION 8. The City Council hereby approves the telecom permit and Coastal Development Permit CA-16-49 for the 32nd Place Facility, subject to the conditions set forth in Exhibit A.

SECTION 9. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

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

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

RESOLUTION NO. 17-0156

RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A TELECOM PERMIT AND COASTAL DEVELOPMENT PERMIT CA-16-46 FOR THE CONSTRUCTION AND OPERATION OF WIRELESS FACILITY PROPOSED TO BE LOCATED AT BAYVIEW DRIVE AND 26TH STREET

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at Bayview Drive and 26th Street (26th Street Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach.

SECTION 2. Pursuant to Municipal Code Chapter 13.02, the Pacific Avenue Facility, as a “non-standard facility,” is reviewed by the Director of Community Development and is subject to final review by the City Council. The Director conditionally approved the application. On October 17, 2017, two members of the City Council requested review of the Director’s decision.

SECTION 3. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant’s representatives spoke in favor of the application. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant’s representatives responded to questions posed by the public and by Councilmembers.

SECTION 4. The record of the public hearing indicates the following:

A. The 26th Street Facility is proposed in an open space district on a light pole adjacent to a public park. It includes an antenna and cabinet mounted on an existing light pole. As originally proposed, the cabinet was located on the ground adjacent to the sidewalk. At the public hearing, the City Council requested, and the Applicant agreed, to relocate the cabinet to the existing light pole. Accordingly, a condition of approval requires the 26th Street Facility to mount the cabinet on the existing light pole.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City must approve a telecommunications permit unless it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. The 26th Street Facility is proposed in the Coastal Zone. Accordingly, a Coastal Development Permit (CDP) is required. Pursuant to LCP Section A.96.150(A), the following findings are required to approve a CDP:

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

2. If the project is located between the first public road and the sea, that the project is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976.

D. Pursuant to Municipal Code Section 13.02.030.G, the City must impose specified mandatory conditions when approving a telecom permit and may impose additional conditions as appropriate.

E. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities.

SECTION 5. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. The 26th Street Facility does not satisfy the five conditions for denial under Municipal Code Section 3.02.100. The facility is located in an open space district adjacent to a public park where an alternative location on commercial property is not available in the area. The location of the 26th Street Facility will minimize aesthetic impacts because it is immediately adjacent to a City park rather than residential properties. Further, the proposed design, as modified to mount the cabinet to the existing light pole, will not cause significant aesthetic impacts and will be less intrusive than other possible designs or locations in the area.

B. The project, as described in the application and accompanying materials, as modified by any conditions of approval, conforms with the certified Manhattan Beach Local Coastal Program. Pursuant to Chapter A.01, the purposes of the LCP include ensuring that service demands of new development will not exceed the capacities of existing streets, utilities, or public services, and to conserve and enhance Manhattan Beach's coastal setting, including its low-profile character. The 26th Street Facility would improve wireless service coverage and capacity in the western, coastal section of the City by installing a low-profile antenna and cabinet to an existing light pole. The proposed design is relatively inconspicuous, retains the neighborhood's low-profile character, and improves wireless service for residents and beach visitors. Further, consistent with the purposes of the Open Space District under Chapter A.24, the design avoids the increased visual bulk that could result from ground-mounted cabinets, congested pole installations, or large macro cell sites.

C. The project is not located between the first public road and the sea and, therefore, the finding regarding conformity with the public access and recreation policies are not applicable.

SECTION 6. The 26th Street Facility is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15303 (Class 3, New Construction of Small Structures). The 26th Street Facility presents no unusual circumstances and there are no environmental resources of hazardous or critical concern.

SECTION 7. The City Council's decision is based upon each independent and separate grounds stated herein.

SECTION 8. The City Council hereby approves the telecom permit and Coastal Development Permit CA-16-46 for the 26th Street Facility, subject to the conditions set forth in Exhibit A.

SECTION 9. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

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

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

RESOLUTION NO. 17-0158

RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING TELECOM PERMITS FOR THE CONSTRUCTION AND OPERATION OF A WIRELESS FACILITY LOCATED AT INGLESIDE DRIVE AND 5TH PLACE

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at Ingleside Drive and 5th Place (Ingleside Drive Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach.

SECTION 2. Pursuant to Municipal Code Chapter 13.02, the Ingleside Drive Facility, as a “non-standard facility,” is reviewed by the Director of Community Development and is subject to final review by the City Council. The Director conditionally approved the application. On October 17, 2017, two members of the City Council requested review of the Director’s decision.

SECTION 3. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant’s representatives spoke in favor of the application. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant’s representatives responded to questions posed by the public and by Councilmembers.

SECTION 4. The record of the public hearing indicates the following:

A. The Ingleside Drive Facility is proposed in a single family residential district. It includes an antenna and a ground mounted cabinet mounted to an existing light pole. As originally proposed, the cabinet was located on the ground adjacent to the street in a landscaped area. At the public hearing, the City Council requested, and the Applicant agreed, to mount the cabinet to the existing light pole. The existing light pole is wooden, and the Applicant proposes to replace the wooden pole with a concrete pole upon approval by Southern California Edison. At the public hearing, the Applicant indicated that the cabinet can be mounted to either the existing wooden pole or a replacement concrete pole. Accordingly, a condition of approval requires the cabinet to be mounted to the light pole.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City can deny a telecommunications permit only if it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. Pursuant to Municipal Code Section 13.02.030.G, the City must impose specified mandatory conditions when approving a telecom permit and may impose additional conditions as appropriate.

D. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities.

E. At the public hearing, no residents testified in opposition to the Ingleside Drive Facility.

SECTION 5. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. The Ingleside Drive Facility does not satisfy the five conditions for denial under Municipal Code Section 3.02.100. The facility is located in a single family residential district where an alternative location on commercial property is not available in the area. The design and location of the Ingleside Drive Facility will minimize aesthetic impacts because no cabinet will be installed along the street and the facilities will be flush-mounted to an existing pole on a street corner.

SECTION 6. The Ingleside Drive Facility is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15303 (Class 3, New Construction of Small Structures). The Ingleside Drive Facility presents no unusual circumstances and there are no environmental resources of hazardous or critical concern.

SECTION 7. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate

of mailing to the Applicant and any other persons or entities requesting notice of the decision.

SECTION 8. The City Council's decision is based upon each independent and separate grounds stated herein.

SECTION 9. The City Council hereby approves the telecom permit for the Ingleside Drive Facility, subject to the conditions set forth in Exhibit A.

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

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

RESOLUTION NO. 17-0160

RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING TELECOM PERMITS FOR THE CONSTRUCTION AND OPERATION OF A WIRELESS FACILITY LOCATED AT NORTH VALLEY DRIVE AND PACIFIC AVENUE

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at North Valley Drive and Pacific Avenue (Pacific Avenue Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach.

SECTION 2. Pursuant to Municipal Code Chapter 13.02, the Pacific Avenue Facility, as a “non-standard facility,” is reviewed by the Director of Community Development and is subject to final review by the City Council. The Director conditionally approved the application. On October 17, 2017, two members of the City Council requested review of the Director’s decision.

SECTION 3. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant’s representatives spoke in favor of the application. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant’s representatives responded to questions posed by the public and by Councilmembers.

SECTION 4. The record of the public hearing indicates the following:

A. The Pacific Avenue Facility is proposed in a residential district. It includes an antenna mounted to an existing arm of an existing wooden utility pole and existing equipment mounted on the pole. The proposed antenna would replace the Applicant’s existing wireless facilities on this utility pole, the existing equipment would remain.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City must approve a telecommunications permit unless it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. Pursuant to Municipal Code Section 13.02.030.G, the City must impose specified mandatory conditions when approving a telecom permit and may impose additional conditions as appropriate.

D. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities.

E. At the public hearing, no residents testified in opposition to the Pacific Avenue Facility.

SECTION 5. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. The Pacific Avenue Facility does not satisfy the five conditions for denial under Municipal Code Section 3.02.100. The facility is located in a residential area where an alternative location on commercial property is not available in the area. The location of the Pacific Avenue Facility will minimize aesthetic impacts because it is immediately adjacent to North Valley Drive and the adjacent parkway. Further, the Pacific Avenue Facility would not increase the facilities located on this utility pole because it would replace the Applicant's existing, non-operative facilities on an existing arm and no new equipment or cabinets are proposed.

SECTION 6. The Pacific Avenue Facility is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(3) and 15303 (Class 3, New Construction of Small Structures). The Pacific Avenue Facility presents no unusual circumstances and there are no environmental resources of hazardous or critical concern.

SECTION 7. The City Council's decision is based upon each independent and separate grounds stated herein.

SECTION 8. The City Council hereby approves the telecom permit for the Valley Drive Facility, subject to the conditions set forth in Exhibit A.

SECTION 9. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

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

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

RESOLUTION NO. 17-0146

**RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL
DENYING A TELECOM PERMIT AND COASTAL
DEVELOPMENT PERMIT CA-16-42 FOR THE CONSTRUCTION
AND OPERATION OF A WIRELESS FACILITY PROPOSED TO
BE LOCATED AT OCEAN DRIVE AND 18TH STREET**

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (“Municipal Code”) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at Ocean Drive and 18th Street (Ocean Drive Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach. Pursuant to Local Coastal Program (LCP) Chapter A.96, applications for a Coastal Development Permit within the Coastal Zone Appealable Area require a public hearing before the City Council.

SECTION 2. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant’s representatives spoke in favor of the application. City residents spoke in opposition to the application and submitted documentary evidence, including photographs, to support their opposition. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant’s representatives responded to questions posed by the public and by Councilmembers.

SECTION 3. The record of the public hearing indicates the following:

A. The Ocean Drive Facility is proposed in a residential district, comprised of primarily single family residences in a densely populated area.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City can deny a telecommunications permit if it makes the following findings:

That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

That a feasible alternative non-residential site is available for the proposed facility;

That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. The Ocean Drive Facility is proposed to be located in the City's Coastal Zone. Accordingly, a Coastal Development Permit (CDP) is required. Pursuant to LCP Section A.96.150 (A), the following findings are required to approve a CDP:

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

If the project is located between the first public road and the sea, that the project is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976.

D. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities. A local government's decision to deny a request to place or construct personal wireless service facilities must be in writing and supported by substantial evidence contained in a written record.

E. A number of residents in close proximity to the proposed site submitted evidence opposing the location of the facility. They showed photographs showing the congested array of equipment at the proposed site and testified that additional equipment in this location would degrade scenic views and streetscape aesthetics due to the congestion. Residents in the area have expended significant amounts of money to facilitate the undergrounding of utility wires, and the additional equipment would counteract these improvements.

SECTION 4. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. This Ocean Drive Facility is proposed in a location that is currently overburdened by right-of-way and overhead infrastructure, including, but not limited to, cabinets on and along Ocean Drive and the public walkstreet of 18th Street in the immediate vicinity. Approval of the Ocean Drive Facility at this proposed location would densify the hardware—an antenna and a ground-mounted cabinet—in this small space, resulting in a conspicuous and pronounced aesthetic impact. These impacts would be a detriment to residents

of the neighborhood and to visiting beachgoers who enjoy the attractiveness of this small-town beachfront community.

B. The City suggested that the Applicant re-locate the Ocean Drive Facility to an alternative location of the right-of-way with the same general vicinity. According to the Applicant, the Ocean Facility must be sited in the proposed general area because the hilly topography prevents oDAS antennas further east from servicing this area to the west. Nonetheless, there are alternative sites in the right-of-way near this vicinity that would not result in a cluster of cabinets and other infrastructure in a small conspicuous area. Evidence was presented that additional equipment at the proposed location would exacerbate this congestion and cause significant aesthetic impacts, and that residents have expended significant amounts of money to facilitate the undergrounding of existing utility wires to improve the aesthetics in this area. At the public hearing, the Applicant did not provide information on each alternative site that it previously considered. Accordingly, the Applicant and the City are exploring these alternative locations that were not previously considered and identified at the public hearing.

C. Denial of the Ocean Drive Facility, to allow the Applicant and City staff time to identify alternative sites for this facility, would not result in a competitive disadvantage because other providers have not yet established telecommunications facilities in this area of the City. Further, the Applicant proposed the Ocean Drive Facility along with 15 other wireless facilities and the City Council approved eight of these facilities, which will help serve the western section of the City. No substantial evidence was provided to demonstrate that this particular Ocean Drive Facility is necessary to fill a significant gap in wireless coverage.

D. The same reasons for this denial would apply to any applicant proposing a facility at this overburdened site. At the public hearing, the City Council and residents expressed concerns that other cell providers would require similar facilities in the area, which would further impact the negative aesthetics of clustered infrastructure. By denying the Ocean Drive Facility as proposed, the City intends to help facilitate that the Applicant, along with other cellular providers, can improve service in this area without significantly impacting aesthetics.

E. This denial does not preclude the Applicant from proposing an alternate location for this facility. Rather, as noted above, the City has encouraged the Applicant to propose an alternate location, or an alternative design, for this facility. The City desires improved service throughout its boundaries. Accordingly, the City Council has directed City staff to work with the Applicant to identify alternatives that would improve service in the least intrusive manner.

F. The City Council has concurrently approved up to eight other wireless facilities. Applicant has failed to establish that this particular facility, in the proposed location, is needed to fill any significant gap in wireless coverage. Further, the Applicant also failed to establish that it is the least intrusive means in

light of evidence at the public hearing that there are feasible alternatives that were not previously considered and that would be less aesthetically intrusive.

G. The project, as described in the application and accompanying materials, does not conform to the certified Manhattan Beach Local Coastal Program. The purposes of the Residential Districts are to isolate residential uses from incompatible commercial and industrial uses and facilities, to ensure adequate light and open space for each residence, and to encourage reduced visual bulk. The Ocean Drive Facility, as proposed, would not conform to the purposes or vision for the residential neighborhood because it would result in negative aesthetic impacts to residents and would increase the concentrated bulk of infrastructure in one place.

H. The project is not located between the first public road and the sea and, therefore, the finding regarding conformity with the public access and recreation policies is not applicable.

I. Based on the current wireless service coverage existing in the area, and due to the approval of up to eight new wireless facilities enhancing the Applicant's service coverage in the area, denial of this one facility would neither have the effect of prohibiting provision of personal wireless service nor prevent the Applicant from filling any significant gap in service coverage.

J. The Ocean Drive Facility, as proposed, has the potential to result in significant adverse impacts in the areas of land use and aesthetics that have not been adequately mitigated. These potential impacts result from the proximity of the facility to residential uses, the failure to adequately analyze other less impactful alternative locations and designs to provide service to the areas, and the Applicant has not provided sufficient information to demonstrate that there is no potential for such impacts to occur. Further, impacts to views from private residences, based on the photo simulations, other photographic evidence, and testimony at the public hearings, constitute substantial evidence of potential aesthetic and land use impacts resulting from the Ocean Drive Facility.

SECTION 5. Based upon the foregoing, the City Council denies the application, without prejudice.

SECTION 6. The City Council's decision is based upon each independent and separate ground stated herein.

SECTION 7. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

SECTION 8. The City Council hereby invites and encourages the Applicant to re-apply and consider a better location.

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

RESOLUTION NO. 17-0147

RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL DENYING A TELECOM PERMIT AND COASTAL DEVELOPMENT PERMIT CA-16-39 FOR THE CONSTRUCTION AND OPERATION OF A WIRELESS FACILITY PROPOSED TO BE LOCATED AT MANHATTAN AVENUE AND 5TH PLACE

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at Manhattan Avenue and 5th Place (Manhattan/5th Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach. Pursuant to Local Coastal Program (LCP) Chapter A.96, applications for a Coastal Development Permit within the Coastal Zone Appealable Area require a public hearing before the City Council.

SECTION 2. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant's representatives spoke in favor of the application. City residents spoke in opposition to the installation of any telecommunications facilities. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant's representatives responded to questions posed by the public and by Councilmembers.

SECTION 3. The record of the public hearing indicates the following:

A. The Manhattan/5th Facility is proposed in a residential district, comprised of primarily single family residences in a densely populated area.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City can deny a telecommunications permit if it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. The Manhattan/5th Facility is proposed for a location in the City's Coastal Zone. Accordingly, a Coastal Development Permit (CDP) is required. Pursuant to LCP Section A.96.150(A), the following findings are required to approve a CDP:

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

2. If the project is located between the first public road and the sea, that the project is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976.

D. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities. A local government's decision to deny a request to place or construct personal wireless service facilities must be in writing and supported by substantial evidence contained in a written record.

SECTION 4. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. This Manhattan/5th Facility would be located in close proximity to residential properties in a dense residential neighborhood with limited sidewalk space. Due to its close proximity, the pole-mounted antenna would adversely impact views from adjacent residences. In addition to the pole-mounted antenna, the Applicant's proposal includes a ground-mounted cabinet that would interfere with the usability and aesthetic appearance of the streetscape.

B. The City suggested that the Applicant redesign the Manhattan/5th Facility to mount the cabinet to the pole or relocate the facility to a nearby commercial area. As indicated during the public hearing, the ground-mounted cabinet could be mounted to a pole under an alternative design. Additionally, it could potentially be re-located to a commercial property in the southern portion of the City's Downtown Commercial area, which is less than a quarter mile from the proposed location. According to the Applicant, this commercial alternative was not previously considered or explored. Because the southern portion of the City's Downtown Commercial area is nearby and has a similar elevation, this

alternative location could service the intended area while minimizing adverse impacts to the residential neighborhood. At the public hearing, the Applicant could not provide information related to the feasibility of this alternative nearby location. Accordingly, the Applicant and the City are exploring this alternative location.

C. Denial of the Manhattan/5th Facility, to allow the Applicant and City staff time to determine whether an alternative site in the nearby commercial area is feasible and effective for service coverage, would not result in a competitive disadvantage because other providers have not yet established telecommunications facilities in this area of the City. Further, the Applicant proposed the Manhattan/5th Facility along with 15 other wireless facilities, and the City Council approved up to eight of these facilities, which will help serve the western section of the City. No substantial evidence was provided to demonstrate that (a) this Manhattan/5th Facility is necessary, in addition to the eight approved sites, to sufficiently improve service or (b) alternative locations in the nearby commercial area are infeasible or ineffective.

D. The same reasons for this denial would apply to any applicant proposing a similar facility in this location. If it is feasible and effective to service this section of the City with a facility located in a commercial area, the City would encourage wireless providers to first explore an option on a commercial property. By denying the Manhattan/5th Facility as proposed, the City intends to help facilitate efforts by the Applicant, along with other cellular providers, to improve service in this area without significantly impacting aesthetics.

E. The denial does not preclude the Applicant from proposing an alternate location for the facility. Rather, as stated above, the City has encouraged the Applicant to explore an alternative location for the Manhattan/5th Facility. To this end, the City Council has directed the Applicant and City staff to explore the possibility of siting this facility in the commercial district. In the event that re-location to a commercial property is either infeasible or ineffective, the Applicant is encouraged to propose an alternate location or design that would achieve the desired service coverage while minimizing aesthetic impacts.

F. The City Council has concurrently approved up to eight other wireless facilities. The Applicant has failed to establish that this particular facility, in the proposed location, is needed to fill any significant gap in wireless coverage. Further, the Applicant also failed to establish that it is the least intrusive means despite evidence at the public hearing that there are feasible alternatives that were not previously considered and that would be less aesthetically intrusive.

G. The project, as described in the application and accompanying materials, does not conform to the certified Manhattan Beach Local Coastal Program. Pursuant to Chapter A.12, the purposes of the Residential Districts and the Medium-Density Residential District are to isolate residential uses from incompatible commercial and industrial uses and facilities, to ensure adequate light and open space for each residence, and to encourage reduced visual bulk. The Manhattan/5th Facility, as proposed, would not conform to the purposes or

vision for the residential neighborhood because this pole-mounted antenna would cause severe negative aesthetic impacts to adjacent residents and the ground-mounted cabinet would cause a physical and aesthetic obstruction in an area densely populated by residents and visitors.

H. The project is not located between the first public road and the sea and, therefore, the finding regarding conformity with the public access and recreation policies is not applicable.

I. Based on the current wireless service coverage existing in the area, and due to the approval of up to eight new wireless facilities enhancing the Applicant's service coverage in the area, denial of this one facility would neither have the effect of prohibiting provision of personal wireless service nor prevent the Applicant from filling any significant gap in service coverage.

J. The Manhattan/5th Facility, as proposed, has the potential to result in significant adverse impacts in the areas of land use and aesthetics that have not been adequately mitigated. These potential impacts result from the proximity of the facility to residential uses and the failure to adequately analyze other less impactful alternative locations and designs to provide service to the areas. The Applicant has not provided sufficient information to demonstrate that there is no potential for such impacts to occur. Further, impacts to views from private residences constitute substantial evidence of potential aesthetic and land use impacts resulting from the Manhattan/5th Facility.

SECTION 5. Based upon the foregoing, the City Council denies the application, without prejudice.

SECTION 6. The City Council's decision is based upon each independent and separate ground stated herein.

SECTION 7. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

SECTION 8. The City Council hereby invites and encourages the Applicant to re-apply and consider a better location.

SECTION 9. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

RESOLUTION NO. 17-0152

**RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL
DENYING A TELECOM PERMIT AND COASTAL
DEVELOPMENT PERMIT CA-16-43 FOR THE CONSTRUCTION
AND OPERATION OF WIRELESS FACILITY PROPOSED TO BE
LOCATED AT HIGHLAND AVENUE AND 19TH STREET, AND
HIGHLAND AVENUE AND 19TH PLACE**

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at Highland Avenue and 19th Street (19th Street/Place Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach.

SECTION 2. Pursuant to Municipal Code Chapter 13.02, the 19th Street/Place Facility, as a “non-standard facility,” is reviewed by the Director of Community Development and is subject to final review by the City Council. On October 17, 2017, two Councilmembers requested that the Director’s decision be reviewed by the City Council.

SECTION 3. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant’s representatives spoke in favor of the application. City residents spoke in opposition to the application and the installation of telecommunications facilities. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant’s representatives responded to questions posed by the public and by Councilmembers.

SECTION 4. The record of the public hearing indicates the following:

A. This 19th Street Facility is proposed in a densely populated residential community, comprised of primarily single family and two family residences and with limited sidewalk space.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City can deny a telecommunications permit if it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. The 19th Street Facility is proposed in the non-appealable Coastal Zone. Accordingly, a Coastal Development Permit (CDP) is required. Pursuant to LCP Section A.96.150(A), the following findings are required to approve a CDP:

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

2. If the project is located between the first public road and the sea, that the project is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976.

D. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities. A local government's decision to deny a request to place or construct personal wireless service facilities must be in writing and supported by substantial evidence contained in a written record.

E. A number of residents in close proximity to the proposed site submitted evidence opposing the location of the facility. They testified that the proposed antenna would directly obstruct views and that 15 residents in the immediate vicinity signed a petition against the application.

SECTION 5. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. This 19th Street/Place Facility is proposed in a densely populated residential community and with limited sidewalk space. Due to its close proximity to residences, the pole-mounted antenna would adversely impact views from

adjacent residences. In addition, the Applicant's proposal includes a ground-mounted cabinet that would interfere with the usability and aesthetic appearance of the streetscape. Installation of the cabinet would require a widened sidewalk and a sidewalk cut at the street corner, involving unnecessary construction and aesthetic impacts to the streetscape.

B. The City suggested that the Applicant re-design the 19th Street/Place Facility to pole-mount the proposed cabinet or relocate the facility to one of the nearby commercial properties. Similar to other facilities that the City Council approved, the ground-mounted cabinet could be mounted to a pole under an alternative design. Even more, this facility could be re-located to a commercial property only two blocks away. According to the Applicant, this commercial alternative was not previously considered or explored. Because this alternative location is only two blocks away and at a similar elevation, it could service the intended area while avoiding adverse impacts to the residential neighborhood. At the public hearing, no evidence was presented that this alternative would be infeasible. Accordingly, the Applicant and the City are exploring this alternative location.

C. Denial of the 19th Street/Place Facility, to allow the Applicant and City staff time to determine whether re-location to the nearby commercial area is feasible, would not result in a competitive disadvantage because other providers have not yet established telecommunications facilities in this area of the City. Further, the Applicant proposed the 19th Street/Place Facility along with 15 other independently operative facilities in the area, and the City Council approved up to eight of these facilities. No substantial evidence was provided to demonstrate that (a) this particular facility, at the proposed location, is necessary, or (b) the alternative location on another property is infeasible or ineffective.

D. The bases for this denial would apply to any applicant proposing a similar facility in this location. At the public hearing, the City Council and residents expressed concerns that other cell providers would also require similar facilities in this residential community, which would further impact the negative aesthetics. When feasible and effective, the City encourages wireless providers to first explore locations on a commercial property or in a commercial area. By denying the 19th Street/Place Facility as proposed, the City intends to help facilitate efforts by the Applicant, along with other cellular providers, to improve service in this area without significantly impacting aesthetics.

E. The denial does not preclude the Applicant from proposing an alternate location for the facility. Rather, as discussed above, the City has encouraged the Applicant to explore an alternative location for the 19th Street/Place Facility. To this end, the City Council has directed the Applicant and City staff to explore the possibility of siting this facility on or adjacent to a nearby commercial property. In the event that re-location to a commercial property is either infeasible or ineffective, the Applicant is encouraged to propose an alternate location or design that would achieve the desired service coverage.

F. The City Council has concurrently approved up to eight other wireless facilities. The Applicant has failed to establish that this particular facility,

in the proposed location, is needed to fill any significant gap in wireless coverage. Further, the Applicant also failed to establish that it is the least intrusive means in light of evidence at the public hearing that there are feasible alternatives that were not previously considered and that would be less aesthetically intrusive.

G. The project, as described in the application and accompanying materials, and even with the Director's imposed conditions of approval, does not conform with the certified Manhattan Beach Local Coastal Program. Pursuant to Chapter A.12, the purposes of the Residential Districts and the Single-Family Residential District are to isolate residential uses from incompatible commercial and industrial uses and facilities, to ensure adequate light and open space for each residence. The 19th Street/Place Facility, as proposed, would not conform with the purposes or vision for the residential neighborhood because this pole-mounted antenna would cause severe negative aesthetic impacts to adjacent residents and the ground-mounted cabinet would cause a physical and aesthetic obstruction in an area densely populated by residents and visitors.

H. The project is not located between the first public road and the sea and, therefore, the finding regarding conformity with the public access and recreation policies is not applicable.

I. Based on the current wireless service coverage existing in the area, and due to the approval of up to eight new wireless facilities enhancing the Applicant's service coverage in the area, denial of 19th Street/Place Facility would neither have the effect of prohibiting provision of personal wireless service nor prevent the Applicant from filling any significant gap in service coverage.

J. The 19th Street/Place Facility, as proposed, has the potential to result in significant adverse impacts in the areas of land use and aesthetics that have not been adequately mitigated. These potential impacts result from the proximity of the facility to residential uses and the failure to adequately analyze other less impactful alternative locations and designs to provide service to the areas. The Applicant has not provided sufficient information to demonstrate that there is no potential for such impacts to occur. Further, impacts to views from private residences, based on the photo simulations, and testimony at the public hearings, constitute substantial evidence of potential aesthetic and land use impacts resulting from the 19th Street/Place Facility.

SECTION 6. Based upon the foregoing, the City Council denies the application, without prejudice.

SECTION 7. The City Council's decision is based upon each independent and separate ground stated herein.

SECTION 8. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

SECTION 9. The City Council hereby invites and encourages the Applicant to re-apply and consider a better location.

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

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

RESOLUTION NO. 17-0153

RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL DENYING A TELECOM PERMIT AND COASTAL DEVELOPMENT PERMIT CA-16-45 FOR THE CONSTRUCTION AND OPERATION OF WIRELESS FACILITY PROPOSED TO BE LOCATED AT MARINE AVENUE AND BAYVIEW DRIVE

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at Marine Avenue and Bayview Drive (Marine Avenue Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach.

SECTION 2. Pursuant to Municipal Code Chapter 13.02, the Marine Avenue Facility, as a “non-standard facility,” is reviewed by the Director of Community Development and is subject to final review by the City Council. On October 17, 2017, two Councilmembers requested that the Director’s decision be reviewed by the City Council.

SECTION 3. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant’s representatives spoke in favor of the application. City residents spoke in opposition to the installation of telecommunications facilities. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant’s representatives responded to questions posed by the public and by Councilmembers.

SECTION 4. The record of the public hearing indicates the following:

A. The Marine Avenue Facility is proposed in a densely populated residential community, comprised of primarily multi-family residences and with limited sidewalk space.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City can deny a telecommunications permit if it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

C. 3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

D. 4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

E. 5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

F. The Marine Avenue Facility is proposed in the non-appealable Coastal Zone. Accordingly, a Coastal Development Permit (CDP) is required. Pursuant to LCP Section A.96.150(A), the following findings are required to approve a CDP:

G. 1. That the project, as described in the application and accompanying materials, as modified by any conditions of approval, conforms with the certified Manhattan Beach Local Coastal Program; and

H. 2. If the project is located between the first public road and the sea, that the project is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976.

I. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities. A local government's decision to deny a request to place or construct personal wireless service facilities must be in writing and supported by substantial evidence contained in a written record.

SECTION 5. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. This Marine Avenue Facility would site a wireless antenna adjacent to multi-family residences in a densely populated residential community. Due to its close proximity to residences, the pole-mounted antenna would adversely impact views from adjacent residences and adversely affect the aesthetic character of the residential neighborhood. The Marine Avenue Facility also includes a ground-mounted cabinet, which the Applicant relocated from the residential sidewalk to the right-of-way adjacent to a gas station in a Commercial Zone across the street from the proposed antenna. The proposed location and design of the Marine Avenue Facility's antenna would have significant negative aesthetic impacts to views from adjacent residences and of the residential streetscape.

B. The City suggested that the Applicant relocate the Marine Avenue Facility to the gas station across the street from the proposed location. As noted

above, the Applicant re-located the Marine Avenue Facility's ground-mounted cabinet to the gas station across the street from the wireless antenna because the originally proposed location would have impacted residential access. As shown in the coverage map, the proposed antenna's service coverage would extend to the beach. Relocating the antenna to the gas station across the street would result in similar or better service for the intended coverage area. Further, this alternative would locate the wireless and cabinet in the same location, which would allow the Applicant to mount the cabinet on the pole rather than the ground, similar to other facilities approved by the City. At the public hearing, the Applicant indicated that this alternative is likely feasible and that it was not previously considered or explored. Accordingly, the City and Applicant are exploring this alternative commercial location.

C. Denial of the Marine Avenue Facility, to allow the Applicant and City staff time to explore the alternative commercial site across the street, would not result in a competitive disadvantage because other providers have not yet established telecommunications facilities in this area of the City and the alternative location is an equally or more effective option for service coverage. Further, the Applicant proposed the Marine Avenue Facility along with 15 other independently operative facilities in the area, and the City Council approved up to eight of these facilities. No substantial evidence was provided to demonstrate that (a) this particular facility, at the proposed location, is necessary, or (b) the alternative location on another property is infeasible or ineffective.

D. The bases for this denial would apply to any applicant proposing a similar facility in this location. At the public hearing, the City Council and residents expressed concerns that other cell providers would also require similar facilities in this residential community, which would further impact the negative aesthetics. The City's policy is to encourage wireless providers to first explore commercial locations and avoid aesthetic impacts to residential neighborhoods. By denying the Marine Avenue Facility as proposed, the City intends to help facilitate efforts by the Applicant, along with other cellular providers, to improve service in this area without significantly impacting aesthetics.

E. The denial does not preclude the Applicant from proposing an alternate location for the facility. Rather, as discussed above, the City has encouraged the Applicant to re-locate the Marine Avenue Facility to the commercial location across the street from the proposed location. To this end, the City Council has directed the Applicant and City staff to prepare plans and simulations for this alternative location. In the event that re-location to a commercial property is either infeasible or ineffective, the Applicant is encouraged to propose an alternate location or design that would achieve the desired service coverage.

F. The City Council has concurrently approved up to eight other wireless facilities. The Applicant has failed to establish that this particular facility, in the proposed location, is needed to fill any significant gap in wireless coverage. Further, the Applicant also failed to establish that it is the least intrusive means in light of evidence at the public hearing that there are feasible alternatives that were not previously considered and that would be less aesthetically intrusive.

G. The project, as described in the application and accompanying materials, and even with the Director's imposed conditions of approval, does not conform with the certified Manhattan Beach Local Coastal Program. Pursuant to Chapter A.12, the purposes of the Residential Districts and the High-Density Residential District are to isolate residential uses from incompatible commercial and industrial uses and facilities, to ensure adequate light and open space for each residence. The Marine Avenue Facility, as proposed, would not conform with the purposes or vision for the residential neighborhood because this pole-mounted antenna would cause severe negative aesthetic impacts to adjacent residents and the ground-mounted cabinet would cause a physical and aesthetic obstruction in an area densely populated by residents and visitors.

H. The project is not located between the first public road and the sea and, therefore, the finding regarding conformity with the public access and recreation policies is not applicable.

I. Based on the current wireless service coverage existing in the area, and due to the approval of up to eight new wireless facilities enhancing the Applicant's service coverage in the area, denial of Marine Avenue Facility would neither have the effect of prohibiting provision of personal wireless service nor prevent the Applicant from filling any significant gap in service coverage.

J. The Marine Avenue Facility, as proposed, has the potential to result in significant adverse impacts in the areas of land use and aesthetics that have not been adequately mitigated. These potential impacts result from the proximity of the facility to residential uses, the failure to adequately analyze other less impactful alternative locations and designs to provide service to the areas, and the Applicant has not provided sufficient information to demonstrate that there is no potential for such impacts to occur. Further, impacts to views from private residences, based on the photo simulations, constitute substantial evidence of potential aesthetic and land use impacts resulting from the Marine Avenue Facility.

SECTION 6. Based upon the foregoing, the City Council denies the application, without prejudice.

SECTION 7. The City Council's decision is based upon each independent and separate ground stated herein.

SECTION 8. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

SECTION 9. The City Council hereby invites and encourages the Applicant to re-apply and consider a better location.

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

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

RESOLUTION NO. 17-0154

**RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL
DENYING A TELECOM PERMIT AND COASTAL
DEVELOPMENT PERMIT CA-16-48 FOR THE CONSTRUCTION
AND OPERATION OF WIRELESS FACILITY PROPOSED TO BE
LOCATED AT MANHATTAN AVENUE AND 11TH STREET**

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at Manhattan Avenue and 11th Street (11th Street Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach.

SECTION 2. Pursuant to Municipal Code Chapter 13.02, the 11th Street Facility, as a “non-standard facility,” is reviewed by the Director of Community Development and is subject to final review by the City Council. On October 17, 2017, two Councilmembers requested that the Director’s decision be reviewed by the City Council.

SECTION 3. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant’s representatives spoke in favor of the application. City residents spoke in opposition to the installation of telecommunications facilities. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant’s representatives responded to questions posed by the public and by Councilmembers.

SECTION 4. The record of the public hearing indicates the following:

A. This 11th Street Facility is proposed in a commercial area on a new arm installed on an existing utility pole.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City can deny a telecommunications permit if it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. The 11th Street Facility is proposed in the non-appealable Coastal Zone. Accordingly, a Coastal Development Permit (CDP) is required. Pursuant to LCP Section A.96.150(A), the following findings are required to approve a CDP:

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

2. If the project is located between the first public road and the sea, that the project is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976.

D. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities. A local government's decision to deny a request to place or construct personal wireless service facilities must be in writing and supported by substantial evidence contained in a written record.

SECTION 5. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. This 11th Street Facility would site a wireless antenna and cabinet on a utility pole in a commercial area. As originally proposed, both the cabinet and the antenna were flush-mounted to the utility pole. However, the Applicant altered this design at the request of Southern California Edison to affix a new L-shaped arm to the utility pole, on which the facilities would be mounted. This arm would increase view obstructions and increase the utility pole's aesthetic prominence to the detriment of the neighborhood's aesthetics. Thus, due to the recently revised design plan for this facility, it would have significant aesthetic impacts.

B. The City suggested that the Applicant relocate the 11th Street Facility to one of the commercial properties on the block or install the facility on a

light pole. As discussed above, the Applicant recently revised the 11th Street Facility's design at the request of Southern California Edison. Instead of flush-mounting the antenna and cabinet to the utility pole, the Applicant's current proposal would involve a new arm protruding from the side of the utility pole. Because the original design was less obstructive, the Applicant had not considered other alternatives such as installing a new light pole at the proposed location. Moreover, there are several commercial properties on this City block, and the 11th Street Facility could potentially be installed on a commercial property instead of pole in the right-of-way. At the public hearing, the City Council considered approving the 11th Street Facility with a condition of approval requiring the Applicant to implement one of these two alternatives. However, the Applicant requested that the City Council deny the application so that the Applicant could consider a range of alternatives to 11th Street Facility as proposed.

C. Denial of the 11th Street Facility, to allow the Applicant and City staff time to explore other alternatives, would not result in a competitive disadvantage because other providers have not yet established telecommunications facilities in this area of the City and because the two alternatives discussed at the public hearing would be equally effective in providing service to the target service area. Further, the Applicant proposed the 11th Street Facility along with 15 other independently operative facilities in the area, and the City Council approved up to eight of these facilities. No substantial evidence was provided to demonstrate that (a) this particular facility, at the proposed location, is necessary, or (b) the alternative locations are infeasible or ineffective.

D. The bases for this denial would apply to any applicant proposing a similar facility in this location. At the public hearing, the City Council expressed concerns that affixing an L-shaped arm on the utility pole would exacerbate the bulk of infrastructure in the street, which would negatively impact aesthetics. When feasible and effective, the City encourages wireless providers to avoid increasing the bulk of infrastructure and to site new facilities on commercial properties. By denying the 11th Street Facility as proposed, the City intends to help facilitate efforts by the Applicant, along with other cellular providers, to improve service in this area without significantly impacting aesthetics.

E. The denial does not preclude the Applicant from proposing an alternate location for the facility. Rather, as discussed above, the City has encouraged the Applicant to relocate or redesign the 11th Street Facility. Further, the City Council offered to approve the facility with a condition of approval requiring the Applicant to implement one of these alternatives. However, the Applicant requested a denial so it could explore a range of alternatives that were not previously considered. To this end, the City Council has directed the Applicant and City staff to explore these and other alternative designs or locations.

F. The project, as described in the application and accompanying materials, and even with the Director's imposed conditions of approval, does not conform with the certified Manhattan Beach Local Coastal Program. Pursuant to

Chapter A.12, the purposes of Commercial Districts and the Downtown Commercial District are to ensure that development is harmonious with the character of the area, to minimize impacts on adjacent residential districts and to serve the local community and beach visitors. A wireless facility in the general area could conform to these provisions of the Local Coastal Program. Nevertheless, the 11th Street Facility, as proposed with the installation of a L-shaped protuberance on the utility pole, would cause severe negative aesthetic impacts to the City's downtown streetscape. This area of the City's downtown is a pedestrian-focused area where the quaint, small-town aesthetic is particularly important to the City's character and economy.

G. The project is not located between the first public road and the sea and, therefore, the finding regarding conformity with the public access and recreation policies is not applicable.

H. Based on the current wireless service coverage existing in the area, and due to the approval of up to eight new wireless facilities enhancing the Applicant's service coverage in the area, denial of 11th Street Facility would neither have the effect of prohibiting provision of personal wireless service nor prevent the Applicant from filling any significant gap in service coverage.

I. The 11th Street Facility, as proposed, has the potential to result in significant adverse impacts in the areas of land use and aesthetics that have not been adequately mitigated. These potential impacts result from the proximity of the facility to residential uses and the failure to adequately analyze other less impactful alternative locations and designs to provide service to the areas. The Applicant has not provided sufficient information to demonstrate that there is no potential for such impacts to occur. Further, impacts to views from private residences, based on the photo simulations, constitute substantial evidence of potential aesthetic and land use impacts resulting from the 11th Street Facility.

SECTION 6. Based upon the foregoing, the City Council denies the application, without prejudice.

SECTION 7. The City Council's decision is based upon each independent and separate ground stated herein.

SECTION 8. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

SECTION 9. The City Council hereby invites and encourages the Applicant to re-apply and consider a better location.

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

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

RESOLUTION NO. 17-0157

RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL DENYING A TELECOM PERMIT FOR THE CONSTRUCTION AND OPERATION OF A WIRELESS FACILITY PROPOSED TO BE LOCATED AT 2ND STREET AND NORTH ARDMORE AVENUE

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at 2nd Street and North Ardmore Avenue (Ardmore Avenue Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach.

SECTION 2. Pursuant to Municipal Code Chapter 13.02, the Ardmore Avenue Facility, as a “non-standard facility,” is reviewed by the Director of Community Development and is subject to final review by the City Council. On October 17, 2017, two Councilmembers requested that the Director’s decision be reviewed by the City Council.

SECTION 3. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant’s representatives spoke in favor of the application. City residents spoke in opposition to the installation of telecommunications facilities. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant’s representatives responded to questions posed by the public and by Councilmembers.

SECTION 4. The record of the public hearing indicates the following:

A. This Ardmore Avenue Facility is proposed in a densely populated residential community, comprised of primarily single family residences and with limited sidewalk space.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City can deny a telecommunications permit if it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities. A local government's decision to deny a request to place or construct personal wireless service facilities must be in writing and supported by substantial evidence contained in a written record.

SECTION 5. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. The Ardmore Avenue Facility is proposed in a densely populated residential community with limited sidewalk space. It includes a pole-mounted antenna and a ground-mounted cabinet. The ground-mounted cabinet would be located in the landscaped area adjacent to the sidewalk, which would interfere with the aesthetic appearance of the streetscape. In addition, due to its close proximity to residences, the pole-mounted antenna would adversely impact views from adjacent residences and would adversely impact the aesthetic of the residential streetscape.

B. As indicated during the public hearing, the ground-mounted cabinet could be mounted to the light pole under an alternative design. In addition, both the antenna and the cabinet could be located in Veteran's Parkway--a public parkway immediately adjacent to the proposed site. By siting the Ardmore Avenue Facility in or along Veteran's Parkway, the Applicant could expand improved coverage to a larger service area while reducing aesthetic impacts to the residential community. As indicated at the public hearing, the Applicant had not analyzed Veteran's Parkway as an alternative location. However, the Applicant agreed that it would be a feasible and effective location if the City agreed to allow a wireless facility in or along the parkway. Accordingly, the Applicant and the City will explore this alternative location.

C. Denial of the Ardmore Avenue Facility, to allow the Applicant and City staff time to explore the Veteran's Parkway alternative, would not result in a competitive disadvantage because other providers have no yet established telecommunications facilities in this area of the City. Even more, the alternative

design and alternative location would be equally or more effective in providing service to the target service area, so this denial would not result in a competitive disadvantage. Further, the Applicant proposed the Ardmore Avenue Facility along with 15 other independently operative facilities in the area, and the City Council approved up to eight of these facilities. No substantial evidence was provided to demonstrate that (a) this particular facility, at the proposed location, is necessary, or (b) the alternative location on another property is infeasible or ineffective.

D. The bases for this denial would apply to any applicant proposing a similar facility in this location. At the public hearing, the City Council expressed concerns that other cell providers would also require similar facilities in this residential community, which would further impact the negative aesthetics. When feasible and effective, the City encourages wireless providers to first explore locations outside of residential neighborhoods. By denying the Ardmore Avenue Facility as proposed, the City intends to help facilitate efforts by the Applicant, along with other cellular providers, to improve service in this area without significantly impacting aesthetics.

E. The denial does not preclude the Applicant from proposing an alternate location for the facility. Rather, as indicated above, the City has encouraged the Applicant to explore an alternative location in Veteran's Parkway. To this end, the City Council has directed the Applicant to re-apply and directed City staff to explore appropriate locations in Veteran's Parkway.

F. The City Council has concurrently approved up to eight other wireless facilities. The Applicant has failed to establish that this particular facility, in the proposed location, is needed to fill any significant gap in wireless coverage. Further, the Applicant also failed to establish that it is the least intrusive means in light of evidence at the public hearing that there are feasible alternatives that were not previously considered and that would be less aesthetically intrusive.

G. Based on the current wireless service coverage existing in the area, and due to the approval of up to eight new wireless facilities enhancing the Applicant's service coverage in the area, denial of Ardmore Avenue Facility would neither have the effect of prohibiting provision of personal wireless service nor prevent the Applicant from filling any significant gap in service coverage.

H. The Ardmore Avenue Facility, as proposed, has the potential to result in significant adverse impacts in the areas of land use and aesthetics that have not been adequately mitigated. These potential impacts result from the proximity of the facility to residential uses and the failure to adequately analyze other less impactful alternative locations and designs to provide service to the areas. The Applicant has not provided sufficient information to demonstrate that there is no potential for such impacts to occur. Further, impacts to views from private residences, based on the photo simulations, constitute substantial evidence of potential aesthetic and land use impacts resulting from the Ardmore Avenue Facility.

SECTION 6. Based upon the foregoing, the City Council denies the application, without prejudice.

SECTION 7. The City Council's decision is based upon each independent and separate ground stated herein.

SECTION 8. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

SECTION 9. The City Council hereby invites and encourages the Applicant to re-apply and consider a better location.

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

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

RESOLUTION NO. 17-0159

RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL DENYING A TELECOM PERMIT FOR THE CONSTRUCTION AND OPERATION OF A WIRELESS FACILITY PROPOSED TO BE LOCATED AT CHURCH STREET AND 13TH/14TH STREETS

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

SECTION 1. Pursuant to Manhattan Beach Municipal Code (Municipal Code) Section 13.02.030, New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (Applicant) submitted an application for the subject telecommunications facility at Church Street and 13th/14th Streets (Church Street Facility). Concurrently, the Applicant submitted 15 other applications for wireless telecommunications facilities at other locations in the City of Manhattan Beach.

SECTION 2. Pursuant to Municipal Code Chapter 13.02, the Church Street Facility, as a “non-standard facility,” is reviewed by the Director of Community Development and is subject to final review by the City Council. On October 17, 2017, two Councilmembers requested that the Director’s decision be reviewed by the City Council.

SECTION 3. On November 16, 2017, the City Council conducted a public hearing to consider the application. The Council considered all evidence, both written and oral, presented during the public hearing. The Applicant’s representatives spoke in favor of the application. City residents spoke in opposition to the application and to the installation of telecommunications facilities. After providing an opportunity to all interested parties to speak, the Mayor provided an opportunity for rebuttal to the Applicant. The Applicant’s representatives responded to questions posed by the public and by Councilmembers.

SECTION 4. The record of the public hearing indicates the following:

A. The Church Street Facility is proposed in a residential community, comprised of primarily single family residences and with limited sidewalk space.

B. Municipal Code Chapter 13.02.030 regulates the issuance of telecommunications permits in the public right-of-way. Pursuant to Municipal Code Section 13.02.100, the City can deny a telecommunications permit if it makes the following findings:

1. That installation of the facility will have significant negative impacts to the extent that it substantially interferes with the use of other properties;

2. That a feasible alternative non-residential site is available for the proposed facility;

3. That denial of the proposed facility will not result in a competitive disadvantage to the applicant;

4. That the denial does not discriminate against the applicant in favor of similarly situated competitors; and

5. That the denial shall not preclude the applicant from proposing an alternate location for the facility.

C. Pursuant to Section 332(c)(7) of the federal Telecommunications Act, local governments retain their authority over decisions regarding the placement, construction, and modification of personal wireless service facilities. A local government's decision to deny a request to place or construct personal wireless service facilities must be in writing and supported by substantial evidence contained in a written record.

D. A number of residents in close proximity to the proposed site testified that the proposed antenna would directly obstruct views from their residences and that the facility would detrimentally impact neighborhood aesthetics.

SECTION 5. Based upon substantial evidence in the record, including the evidence presented at the public hearing, the staff report and presentation, the attachments to the staff report, and all testimony at the public hearing, the City Council hereby finds:

A. This Church Street Facility is proposed in a residential community and in close proximity to residential homes. The proposal includes an antenna mounted to a utility pole on Church Street between 13th Street and 14th Street and a ground-mounted cabinet on Church Street near the corner of 14th Street. This antenna would increase view obstructions and draw attention to the utility pole, to the detriment of views from adjacent residences and the aesthetics of the residential streetscape. Thus, the proposed antenna would cause significant aesthetic impacts.

B. The City suggested that the Applicant relocate the Church Street Facility to the American Martyrs Church or mount the antenna to a new pole near the corner of 14th Street and Church Street. The Applicant had not considered other alternatives such as installing a new pole at the proposed location at the corner of Church Street and 14th Street. At the public hearing, the Applicant acknowledged that the antenna could be mounted to a new pole near the corner of 14th Street and Church Street or could be sited on the adjacent property of American Martyrs Church. By siting the Church Street Facility at American Martyrs Church, the wireless facility could provide wireless service to the target area while reducing aesthetic impacts to the residential neighborhood. At the public hearing, no evidence was presented that these alternatives would be

infeasible. Accordingly, the Applicant and the City are exploring the alternative locations and alternative designs.

C. Denial of the Church Street Facility, to allow the Applicant and City staff time to explore these other alternatives, would not result in a competitive disadvantage because other providers have not yet established telecommunications facilities in this area of the City and because the two alternatives discussed at the public hearing would be equally effective in providing service to the target service area. Further, the Applicant proposed the Church Street Facility along with 15 other independently operative facilities in the area, and the City Council approved up to eight of these facilities. No substantial evidence was provided to demonstrate that (a) this particular facility, at the proposed location, is necessary, or (b) the alternative location on another property is infeasible or ineffective.

D. The bases for this denial would apply to any applicant proposing a similar facility in this location. When feasible and effective, the City would encourage wireless providers to first explore non-residential locations and to avoid increasing the bulk of infrastructure resulting in negative aesthetic impacts. By denying the Church Street Facility as proposed, the City intends to help facility efforts by the Applicant, along with other cellular providers, to improve service in this area without significantly impacting aesthetics.

E. The denial shall not preclude the Applicant from proposing an alternate location for the facility. Rather, as discussed above, the City has encouraged the Applicant to explore the alternative location at American Martyrs Church or an alternative location on a new pole. To this end, the City Council has directed the Applicant and City staff to explore these and other alternative designs or locations.

F. Based on the current wireless service coverage existing in the area, and due to the approval of up to eight new wireless facilities enhancing the Applicant's service coverage in the area, denial of Church Street Facility would neither have the effect of prohibiting provision of personal wireless service nor prevent the Applicant from filling any significant gap in service coverage.

G. The Church Street Facility, as proposed, has the potential to result in significant adverse impacts in the areas of land use and aesthetics that have not been adequately mitigated. These potential impacts result from the proximity of the facility to residential uses and the failure to adequately analyze other less impactful alternative locations and designs to provide service to the areas. The Applicant has not provided sufficient information to demonstrate that there is no potential for such impacts to occur. Further, impacts to views from private residences, based on the photo simulations, and testimony at the public hearings, constitute substantial evidence of potential aesthetic and land use impacts resulting from the Church Street Facility.

SECTION 6. Based upon the foregoing, the City Council denies the application, without prejudice.

SECTION 7. The City Council's decision is based upon each independent and separate ground stated herein.

SECTION 8. The City Clerk shall mail by first class mail, postage prepaid, a certified copy of this Resolution and a copy of the affidavit or certificate of mailing to the Applicant and any other persons or entities requesting notice of the decision.

SECTION 9. The City Council hereby invites and encourages the Applicant to re-apply and consider a better location.

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

PASSED, APPROVED and ADOPTED December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

November 21, 2017

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

Dear City Council –

On behalf of the 2nd and Morningside Community, we would like to appeal your decision to allow AT&T to install a cell phone antenna at this location. This appeal is based on the following factors:

1) AT&T's Misrepresentation of the Aesthetic Design

AT&T proposed a flat panel antenna on the telephone pole, and this was the photo example that was sent to our neighborhood. However, as you know, they are now planning to install a large arm off of the pole to hold the antenna. We feel this was a bait and switch on their part. The City Council acknowledged in your meeting that this design is “particularly onerous” and questioned whether it falls within the city’s aesthetic guidelines. Pursuant to Sections 13.02.090 and 13.02.030 of the Manhattan Beach Municipal Code, we believe it violates the aesthetics and general welfare standards of our community. We would therefore like to request that the City Council uphold these standards and not allow AT&T to compromise the aesthetic appeal of our neighborhood, which will directly impact our property values.

2) Distance to Homes

Mason M, who lives at 333 2nd Street, measured the distance from his home to the telephone pole at 8.5 ft. As you know, the standard for installation is 10 ft. While AT&T may claim that the actual antenna is 10 ft when measured on the diagonal, we feel that this does not fall within the guidelines.

3) Misrepresentation of our Community to the City Council.

Representatives of 2nd Street gave Assistant Planner Jason Masters two letters (attached) and met with him in person to discuss our concerns. We were very clear that these concerns included more than just the sidewalk box. His advice to us was to wait until the

City Council had approved the antenna, and then file an appeal for \$500. When the City Council asked him if anyone had expressed opposition to the 2nd Street antenna, he answered no, not since the box was removed. This is completely false and misleading. We therefore feel our objections were not properly conveyed in the meeting, which could have made a difference in the one vote we needed.

4) Misleading Coverage Assessment

While AT&T lists our neighborhood as a “white zone” with no coverage, our neighbors who are subscribers feel they are getting satisfactory coverage. Per Federal Law, there is a lack of credible evidence to support the “significant coverage gap” alleged by AT&T using only the 1900 MHz bandwidth propagation map and showing a goal of cell signal strength that is 20 dB higher than required (per Verizon vs. Fairfax County 2005). AT&T conveniently omitted the 700 and 2100 MHz ranges, which help fill in the gap in coverage. This gap is not sufficient in a Federal court of law to demonstrate a “significant gap” and we would like to see a higher standard applied to our neighborhood.

Our residents elected a City Council that we expect to be a voice for our community. The City Council should put the people and property of Manhattan Beach first, certainly before wireless providers such as AT&T. This particular antenna covers only a few blocks and the people of our neighborhood do not want it there. Steve and Richard, we appreciate your support in the meeting. Amy, Nancy and David, we sincerely hope we can sway your opinion to act in the best interest of our little community.

Best regards from your 2nd Street neighbors:

(Signed by neighborhood)

Martha Alvarez

From: Martha Alvarez
Sent: Wednesday, November 29, 2017 6:00 PM
To: Martha Alvarez
Subject: FW: Re: Manhattan Beach City Council Recap/Highlights - Re AT&T

From: fisher6188@aol.com [<mailto:fisher6188@aol.com>]
Sent: Tuesday, November 28, 2017 8:45 PM
To: List - City Council <CityCouncil@citymb.info>
Cc: Jason Masters <jmasters@citymb.info>; Kendra Davis <kdavis@citymb.info>
Subject: Fwd: Re: Manhattan Beach City Council Recap/Highlights - Re AT&T

Hello,

Please see the email chain below. This makes absolutely no sense to me to have two installations within two blocks. Will we soon have one on each corner?

Lyn Fisher

From: fisher6188@Aol.com
To: jmasters@citymb.info
Cc: kdavis@citymb.info
Sent: 11/28/2017 8:35:02 PM Pacific Standard Time
Subject: Re: Manhattan Beach City Council Recap/Highlights - Re AT&T

Jason,

Thank you for the info. It still does not make sense to me that we have to have two installations within two blocks.

I think the Council has to man/woman up. There should be other blocks that can share this burden. I wonder if any of these proposed sites are near the Council Members' homes?

Also, on NextDoor.com, there were some people lauding this plan. Why not put these installations closer to their homes so they will have the service they crave.

I am forwarding this message chain to the MB City Council.

Lyn Fisher

On Nov 28, 2017, at 5:31 PM, Jason Masters <jmasters@citymb.info> wrote:

Lyn,

The providers decide which locations they would like to propose to meet their coverage objectives. They generally provide some alternatives, and City Staff works with them to try to identify the preferred locations. This isn't easy for them or for City Staff, as the City is mostly built-out, and locations are difficult to find which meet both City/Government regulations and the providers coverage objectives.

In this case, the City Council directed staff to prepare a Resolution approving it at that location. If we were directed to prepare a Resolution denying it, than AT&T would have the ability to propose a new site at a different location.

I hope that makes sense, please let me know if you have any further questions.

Take care,

Jason

From: fisher6188@aol.com [<mailto:fisher6188@aol.com>]

Sent: Tuesday, November 28, 2017 1:54 PM

To: Jason Masters <jmasters@citymb.info>

Cc: Kendra Davis <kdavis@citymb.info>

Subject: Re: RE: RE: RE: Manhattan Beach City Council Recap/Highlights - Re AT&T

Thank you. So why does it have to be on 28th? Why not share the fun with some of the other nearby streets?

In a message dated 11/28/2017 1:51:38 PM Pacific Standard Time, jmasters@citymb.info writes:

Lyn,

Looking at the existing and proposed coverage maps, it appears that the existing site on Grandview does not reach Highland or other areas which the location at Alma and 28th aims to achieve. So in order to achieve their coverage objectives, they are proposing this additional site. I hope that makes sense. Please let me know if you have any additional questions.

Jason

From: fisher6188@aol.com [<mailto:fisher6188@aol.com>]

Sent: Saturday, November 25, 2017 12:14 PM

To: Jason Masters <jmasters@citymb.info>

Cc: Kendra Davis <kdavis@citymb.info>

Subject: Fwd: RE: RE: Manhattan Beach City Council Recap/Highlights - Re AT&T

Hello Jason Masters,

I am forwarding this to you as suggested below. Please let me know why we are getting two of these within just a few short blocks.

Thank you,

Lyn Fisher

473 28th St.

From: kdavis@citymb.info

To: fisher6188@aol.com

Sent: 11/20/2017 9:26:11 AM Pacific Standard Time

Subject: RE: RE: Manhattan Beach City Council
Recap/Highlights

Good morning,

If that is the case, then AT&T would have to elaborate on why nearby locations were proposed.

You are welcome to reach out to [Jason Masters](#) in our Community Development Dept. who deals directly with these applications for additional information. His number is (310) 802-5515.

Please let me know if there is anything else I can do for you.

Thanks,

Kendra Davis

From: fisher6188@aol.com [<mailto:fisher6188@aol.com>]
Sent: Monday, November 20, 2017 9:22 AM
To: Kendra Davis <kdavis@citymb.info>
Subject: Re: RE: Manhattan Beach City Council Recap/Highlights

They do belong to AT&T - they are here often servicing them.

In a message dated 11/20/2017 8:47:03 AM Pacific Standard Time, kdavis@citymb.info writes:

Good morning,

Thank you for your response to our recap of the City Council meeting regarding proposed telecommunications permits from AT&T. While the City can't really speak to the why of the locations that were proposed by AT&T (though there is some context within their [application](#)), I have attached two maps that were provided to help illustrate the impact of these applications on current coverage.

It may also be helpful to note that the tower and boxes that you mentioned below may not belong to AT&T but another service provider.

Hope that is helpful!

Thanks,

Kendra Davis

From: fisher6188@aol.com [<mailto:fisher6188@aol.com>]

Sent: Friday, November 17, 2017 4:44 PM

To: Kendra Davis <kdavis@citymb.info>

Subject: Re: Manhattan Beach City Council Recap/Highlights

Why is 28th getting all the poles (Alma and 28th conditionally approved). We already have a tower and boxes on Grandview between 28th and 27th. This is only about two blocks away from the current ones.

In a message dated 11/17/2017 4:28:52 PM Pacific Standard Time, CityOfManhattanBeach@enotify.visioninternet.com writes:

City Council Recap/Highlights

Date: 11/17/2017 4:26 PM

Thank you for your interest in Manhattan Beach City Council meetings.

As a service to those who are unable to attend the City Council meetings but would like to know what

decisions were reached by the City Council, we have created this informational item that provides a brief recap and identifies "highlights" from the meeting. We will send these out after each regularly scheduled City Council meeting.

[Click here to download this recap](#) or continue reading below.

November 17, 2017 City Council Meeting
Recap/Highlights

Below are the major highlights of the November 17, 2017 Council Meeting.

1. City Council Meeting

- Conducted a [Public Hearing to consider 15 proposed telecommunications permits for AT&T Telecom sites](#), four of which are in the appealable area of the Coastal Zone. City Council directed staff to draft resolutions as follows:

1. Ocean Dr / 18th St – denial;
2. Manhattan Ave / 5th Pl – denial;
3. Manhattan Ave / 35th & 36th St – conditionally approved;
4. Manhattan Ave / 29th St – conditionally approved;
5. Morningside Dr / 2nd St – conditionally approved;
6. Alma Ave / 28th St & 28th Pl – conditionally approved;
7. Highland Ave / 19th St & 19th Pl – denial;
8. Marine Ave / Bayview Dr – denial;
9. Manhattan Ave / 11th St – denial;
10. Highland Ave / 32nd Pl & 33rd St – conditionally approved;
11. Bayview Dr / 26th St – conditionally approved;
12. 2nd St / N. Ardmore Ave – denial;
13. Ingleside Dr / 5th Pl – conditionally approved;
14. Church St / 13th St & 14th St – denial;
15. N. Valley Dr / Pacific Ave – conditionally approved.

Please note that the proposed node at N. Valley Drive and 9th Place was previously denied by staff, no appeal was filed. Staff will present draft resolutions for City Council consideration at the December 5, 2017 City Council meeting.

For more information on the November 17, 2017 City Council meeting, please see the [City website](#). A full video recording of the meeting can be found [here](#) within 24 hours of the meeting.

[Change your eNotification preference.](#)

[Unsubscribe from all City of Manhattan Beach eNotifications.](#)

Kendra Davis
Management Analyst

P: (310) 802-5063

E: kdavis@citymb.info

[Office Hours](#): M - Th 7:30AM - 5:30 PM | Alternate Open Fridays 8:00AM - 5:00 PM | Closed Alternate Fridays | Not Applicable to Public Safety

Here for you 24/7, use our click and fix it app [Reach Manhattan Beach](#)
Download the mobile app now

Kendra Davis
Management Analyst

P: (310) 802-5063

E: kdavis@citymb.info



Please consider the environment before printing this email.

[Office Hours](#): M - Th 7:30AM - 5:30 PM | Alternate Open Fridays 8:00AM - 5:00 PM | Closed Alternate Fridays | Not Applicable to Public Safety

Here for you 24/7, use our click and fix it app [Reach Manhattan Beach](#)
Download the mobile app now



Jason Masters
Assistant Planner

P: (310) 802-5515

E: jmasters@citymb.info



Please consider the environment before printing this email.

Office Hours: M - Th 7:30AM - 5:30 PM | Alternate Open Fridays 8:00AM - 5:00 PM | Closed Alternate Fridays | Not Applicable to Public Safety

Here for you 24/7, use our click and fix it app [Reach Manhattan Beach](#)
Download the mobile app now



Jason Masters
Assistant Planner

P: (310) 802-5515

E: jmasters@citymb.info



Please consider the environment before printing this email.

Office Hours: M - Th 7:30AM - 5:30 PM | Alternate Open Fridays 8:00AM - 5:00 PM | Closed Alternate Fridays | Not Applicable to Public Safety

Here for you 24/7, use our click and fix it app [Reach Manhattan Beach](#)
Download the mobile app now



Jason Masters
Assistant Planner

P: (310) 802-5515

E: jmasters@citymb.info



Please consider the environment before printing this email.

Office Hours: M - Th 7:30AM - 5:30 PM | Alternate Open Fridays 8:00AM - 5:00 PM | Closed Alternate Fridays | Not Applicable to Public Safety

Here for you 24/7, use our click and fix it app [Reach Manhattan Beach](#)

Agenda Date: 12/5/2017

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Anne McIntosh, Community Development Director
Dana Murray, Environmental Programs Manager

SUBJECT:

Introduction of Ordinance No. 17-0022 Authorizing the Implementation of a Community Choice Aggregation (CCA) Program in the City; Adoption of a Resolution Approving the Execution of a Joint Powers Agreement (JPA) to Establish the Los Angeles Community Choice Energy (LACCE) Program Within the City; and Appointing a City Director and Alternate Director to Represent the City (Community Development Director McIntosh).

INTRODUCE ORDINANCE NO. 17-0022

(PLEASE NOTE THAT THE APPOINTMENTS TO THIS BOARD WILL BE CONSIDERED DURING AGENDA ITEM NO. 14)

RECOMMENDATION:

It is recommended the City Council:

1. Introduce an enabling Ordinance approving a Joint Powers Agreement to join the Los Angeles Community Choice Energy (LACCE) Joint Powers Authority, and implementing a Community Choice Aggregation program that provides electricity citywide; and
2. Appoint one City Councilmember to serve on the Los Angeles Community Choice Energy Authority Board on behalf of the City; and
3. Appoint alternate Boardmembers: One City Councilmember or City Staff to serve as alternate to take the place of the primary appointment when he/she is unavailable, and one City Staff to serve as second alternate to take the place of the primary appointment and first alternate when they are unavailable.

City Council Appointments to the LACCE Board will be made under Item 14 in the Agenda.

FISCAL IMPLICATIONS:

There is no fiscal impact to the City associated with introducing the enabling Ordinance to implement a CCA and approving the LACCE JPA. As a separate legal entity, LACCE will operate independently and indemnify and hold its member cities harmless from liability that may result from its operation. If at a future date the City wishes to terminate its membership with LACCE, it may do so as long it provides 180-day notice. Any termination initiated by the City may be subject to costs or liabilities associated with any power purchased to serve City customers prior to the notice of departure. For example, if LACCE has purchased power as part of a multi-year contract to serve City customers, the City would be responsible for any difference in the contract price and the price LACCE resells the unused power for, if any.

BACKGROUND:

California Assembly Bill 117 passed in 2002, established the ability for local governments to form a non-profit Community Choice Aggregation (CCA) organization to purchase electricity from power producers for sale to their constituents. More than 70 cities and counties in California have already joined seven CCAs. A CCA:

- Negotiates wholesale rates for electricity through contracts with power producers.
- Takes control of decision making regarding sources of electrical power to achieve sustainability goals, such as the reduction of Greenhouse Gas (GHG) emissions.
- Provides customers with an alternative to Southern California Edison (SCE) when selecting their electricity provider.
- Sets customer rates that may be lower than SCE.
- Develops energy programs to achieve their objectives.

Participation in LACCE supports the City’s Strategic Goal to “Enhance, Preserve, and Protect the Environment and Health of Our Beach Community.” The City has a goal to reduce its GHG emissions, and a long history of supporting efforts that lead to climate protection. Community Choice is a tool local government can use to meet GHG emissions reduction goals. Further, joining LACCE would give the City an opportunity to offer its citizens a renewable alternative to meet their electricity needs.

On June 17, 2014 City Council voted to oppose AB 2145 because the legislation would make it difficult for local governments to pursue Community Choice energy programs as an alternative to traditional utility power generation. The City of Manhattan Beach sent an additional opposition letter in August 2014, stating its continued opposition to AB 2145 and its amendments. The proposed bill did not pass, and the original legislation enacting Community Choice programs remains in place.

On October 21, 2014, the City Council unanimously adopted a resolution to authorize staff to participate in the pre-development exploration and feasibility phase of Community Choice Aggregation in Manhattan Beach.

In September 2016, the LA County Board of Supervisors approved a motion to conduct negotiations with interested cities to form a LACCE Joint Powers Agreement (JPA). The LACCE JPA will govern, operate, and be liable for the LACCE program. It will have its own staff

and will report to a board of directors made up of representative members of the JPA. Cities have a 180-day window (June 27 through December 27, 2017) to join the JPA and secure their own enabling CCA ordinance. Those cities that do not meet the deadline may still join at a later date, but will not have the same membership privileges that cities who meet the deadline will have.

On October 3, 2017, City Council received a status update on CCA programs the City Council directed staff to bring back an enabling ordinance to implement a CCA, to approve the Joint Powers Agreement to join the Los Angeles Community Choice Energy Authority CCA (LACCE), and to appoint a City Council Member and up to two alternates to serve on the LACCE Board on behalf of the City.

DISCUSSION:

Joining LACCCE would shift more of the City's utility source generation to clean renewable energy, thereby reducing its overall greenhouse gas emissions and better position the City to achieve renewable energy goals. It would allow Manhattan Beach to join other regional jurisdictions in helping the State achieve its goals to power 50 percent of the state's electricity consumption using renewable energy by 2030 and help lessen the public health impacts of air pollution.

Once Manhattan Beach joins LACCE, all its residents and businesses are automatically enrolled in the CCA program. However, residents can opt out of LACCE and return to receiving power generated from SCE's portfolio at any time.

LACCE will negotiate contracts for power supply and offer renewable electricity at competitive rates, while SCE will deliver that power through its existing utility lines. SCE continues to bill the customer, maintain power lines, and handle new service requests and emergencies; and customers will continue to pay SCE's distribution rate. Customers will see no change how they receive their electricity bills from SCE, although it will likely be lower under the LACCE program. The date that the LACCE program begins actually purchasing power will depend on the California Public Utilities Commission's (CPUC) acceptance of the LACCE Implementation Plan and the time needed for Southern California Edison to transfer its customer accounts to LACCE. LA County anticipates that a phased rollout will occur no later than January 2018, with priority given to municipal members and followed by large commercial and industrial facilities, and finally to all other LACCE customers.

LACCE Joint Powers Agreement (JPA)

The LACCE JPA was drafted and circulated for input and comment by 56 participating cities who actively participated in County-lead JPA review meetings. The recitals contained in the final version of the LACCE JPA are all-encompassing and meet the objectives of all 56 cities and those interests of the LACCE JPA are all-encompassing and meet the objectives of all 56 cities and those interests expressed by environmental and labor groups. The County Board of Supervisors approved the final version of the LACCE JPA during their meeting of April 18, 2017.

LACCE Board Appointment

Currently, the LACCE Board meetings have been held on the first Thursday of each month in the

afternoon. The JPA allows each member city to occupy one seat on the LACCE Board by appointing one primary Council Member and up to two alternates to fill in for the primary when unavailable. Although the JPA allows for up to two alternates, due to potential Brown Act implications, it is recommended that a maximum of only one other City Council Member be selected as an alternate in this case. Therefore, the composition of the alternates may be one Council Member and one non-Council Member (i.e. City staff); or the alternates may consist of two non-Council Members.

PUBLIC OUTREACH/INTEREST:

Most recently, the City provided information on CCAs, and specifically LACCE, to the the public while tabling at two Manhattan Beach Farmer's Markets in October 2017. Prior to program launch, a CCA program must perform the required noticing to the community regarding the options and incentives available by participating in the program and allow for members of the community to opt out if desired. The City of Manhattan Beach will work in conjunction with LACCE to ensure that the community is well-informed and up-to-date on the process.

Public outreach on this topic actually began several years ago, however. On March 29, 2014, the City hosted a community forum as part of its Earth Hour initiative to discuss options that would bring the City of Manhattan Beach to 100% renewable energy by 2025. One of the options presented by a representative from Sonoma County was Community Choice Aggregation. The topic was well received by the community, with over 100 members in attendance.

ENVIRONMENTAL REVIEW

Implementation of LACCE would shift the percentage of the City's utility source generation to clean renewable energy, thereby reducing its overall greenhouse gas emissions and better positioning the City to achieve some of its Climate Action goals. It would allow Manhattan Beach to join other regional jurisdictions in helping the State achieve its goals to power 50 percent of the state's electricity consumption using renewable energy by 2030 (according to the California Air Resources Board). In addition, fewer emissions created from clean energy generation in the Los Angeles region lessens the public health impacts of air pollution, which is particularly harmful to young children, the elderly, and individuals with respiratory diseases or asthma (Centers for Disease Control and Prevention).

LEGAL REVIEW

Special Counsel Approved as to Form the Los Angeles County's Joint Powers Agreement and Ordinance.

Attachment/Attachments:

1. Ordinance No. 17 -0022
2. October 3, 2017 - Update on Various Community Choice Aggregation Programs that Enable Cities to Purchase Electricity from Renewable Energy Sources
3. LACCE FAQs
4. LACCE Overview for Cities

ORDINANCE NO. 17-0022

ORDINANCE OF THE CITY OF MANHATTAN BEACH
APPROVING THE JOINT POWERS AGREEMENT FOR
LOS ANGELES COMMUNITY CHOICE ENERGY AND
AUTHORIZING THE IMPLEMENTATION OF A
COMMUNITY CHOICE AGGREGATION PROGRAM

THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH ORDAINS AS
FOLLOWS:

SECTION 1. The City of Manhattan Beach ("City") has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provisions of electric services and promoting competitive and renewable energy.

SECTION 2. On September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation.

SECTION 3. The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and to this end the County has been participating since 2015 in the evaluation of a CCA program for the County and the cities and towns within it.

SECTION 4. Through Docket No. R.03-10-003, the California Public Utilities Commission has issued various decisions and rulings addressing the implementation of Community Choice Aggregation programs, including the recent issuance of a procedure by which the California Public Utilities Commission will review "Implementation Plans," which are required for submittal under the Act as the means of describing the Community Choice Aggregation program and assuring compliance with various elements contained in the Act.

SECTION 5. Representatives from the City along with representatives of its partner JPA members have developed the Los Angeles Community Choice Energy Authority Joint Powers Agreement ("Joint Powers Agreement") (attached hereto as Exhibit A) in order to accomplish the following:

(a) To form a Joint Powers Authority (JPA) known as "Los Angeles Community Choice Energy" ("LACCE"), and

(b) To specify the terms and conditions by which participants may participate as a group in energy programs, including but not limited to the preliminary implementation of a Community Choice Aggregation program.

SECTION 6. Representatives from the City along with its partner JPA members have developed a Business Plan (attached hereto as Exhibit B) that describes the formation of Los Angeles Community Choice Energy and the Community Choice Aggregation program to be implemented by and through the LACCE Authority.

SECTION 7. A final Implementation Plan will be submitted for review and adoption by the Board of Directors of the LACCE Authority as soon after the formation of the Authority as reasonably practicable.

SECTION 8. As described in the Business Plan, Community Choice Aggregation by and through the LACCE Authority appears to provide a reasonable opportunity to accomplish all of the following:

- (a) To provide greater levels of local involvement in and collaboration on energy decisions.
- (b) To increase significantly the amount of renewable energy available to LACCE energy customers,
- (c) To provide initial price stability, long-term electricity cost savings and other benefits for the community, and
- (d) To reduce greenhouse gases that are emitted by creating electricity for the community.

SECTION 9. The Act requires Community Choice Aggregation program participants to individually adopt an ordinance ("CCA Ordinance") electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the LACCE Authority.

SECTION 11. The Joint Powers Agreement expressly allows the City to withdraw its membership in the LACCE Authority (and its participation in the Community Choice Aggregation program) pursuant to Section 8 of the Joint Powers Agreement.

SECTION 12. Based on the above and in accordance with Public Utilities Code Section 366.2(c)(12), the City Council hereby elects to implement a community choice aggregation program and join the LACCE Authority. The City Council authorizes the Mayor to execute the Los Angeles Community Choice Energy Authority Joint Powers Agreement attached hereto as Exhibit A. The Mayor, or Mayor's designee, shall submit in writing to the Board of Directors the names of one regular Director and up to two alternate Directors for the Board of Directors to serve on behalf of the City, as may be appointed by a majority vote of the City Council and in accordance with the terms of the Joint Powers Agreement.

SECTION 13. The City Council determines that this ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "CEQA

Guidelines”). It can be seen with certainty that there is no possibility that the adoption of this Ordinance may have a significant effect on the environment, and the action taken herein is not a “project” within the meaning of CEQA.

SECTION 14. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

PASSED, APPROVED AND ADOPTED _____, 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:

Special Counsel



Legislation Text

File #: 17-0055, **Version:** 1

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Anne McIntosh, Community Development Director
Dana Murray, Environmental Programs Manager

SUBJECT:

Status Update on Various Community Choice Aggregation (“CCA”) Programs that Enable Cities to Purchase Electricity from Renewable Energy Sources (Community Development Director McIntosh).

DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Staff recommends that City Council receive this status update on various Community Choice Aggregation (CCA) programs that enable cities to purchase electricity generated from renewable energy sources and provide direction regarding future participation in a CCA program.

EXECUTIVE SUMMARY:

Community Choice Aggregation (CCA) allows local governments to purchase and sell electricity to customers in their jurisdictions as an alternative to traditional investor owned utility power procurement. This approach often provides residents with lower electrical utility rates while using power generated from a higher percentage of renewable energy sources.

The CCA approach has been used across the country and state successfully with over 70 jurisdictions participating in a CCA in California. Southern California cities began exploring the option a few years ago when South Bay Clean Power (SBCP) was formed. Los Angeles County ultimately developed a CCA plan to aggregate purchasing electricity under its Los Angeles Community Choice Energy (LACCE) program in June 2016. Los Angeles County’s Feasibility Study found that not only is a CCA feasible for residents and jurisdictions in Los Angeles County, but it is also financially viable and would benefit local jurisdictions considerably. Benefits of joining a CCA include securing lower rates for more renewables, reducing greenhouse gases countywide, bolstering economic development, creating local jobs, and establishing local control of energy rates and percentage of renewables.

Adopting a CCA in Manhattan Beach is an essential strategy for reducing greenhouse gas (GHG) emissions, and there are several CCA programs that Manhattan Beach should consider, including joining LACCE or SBCP or independently developing its own city-wide CCA. Joining a CCA would likely have a positive impact on the City and its residents and continue to establish Manhattan Beach as a leader in sustainability.

FISCAL IMPLICATIONS:

No fiscal implications associated with the recommended action, although joining a CCA may ultimately reduce the amount that the City and our residents pay for electricity.

BACKGROUND:

This report and its attachments provide an overview of the two primary Community Choice Aggregation (CCA) energy programs in the Los Angeles area, and an update on the status of regional community choice energy options for Manhattan Beach. The report will be supplemented with presentations by the Los Angeles County Community Choice Energy Program (LACCE) and South Bay Clean Power (Attachments 1 and 2).

What is Community Choice Aggregation?

Community Choice Aggregation (CCA) is a program that allows communities to “aggregate” their buying power in order to make cleaner energy purchases, effectively enabling local governments to procure or develop clean power for their own facilities and on behalf of their residents and businesses. CCAs create a partnership between municipalities and the existing utility provider, giving local governments the option to purchase up to 100% renewable electricity - such as solar, wind, bioenergy, geothermal, and hydroelectric - at competitive rates. Municipalities can buy electricity from cleaner sources and use the local utility’s distribution infrastructure (e.g., SCE), to deliver power to its residents and businesses. Once a city chooses to participate in a CCA, all its residents and businesses are automatically enrolled in the CCA program. However, residents can opt out of the CCA program and return to receiving power generated from SCE’s portfolio at any time.

The CCA will negotiate contracts for power supply and offer renewable electricity at competitive rates, while SCE will deliver that power through its existing utility lines. SCE continues to bill the customer, maintain power lines, and handle new service requests and emergencies; and customers will continue to pay SCE’s distribution rate. Customers will see no change how they receive their electricity bills from SCE, although it will likely be lower under the CCA program.

Advantages in forming and/or joining a CCA include:

- Lowering electrical rates for residents and businesses
- Offering residents and businesses energy choice options
- Promoting electrical rate price stability
- Promoting the development and use of renewable energy sources and energy efficiency programs
- Addressing climate change by reducing energy related greenhouse gas emissions
- Fostering local economic benefits such as jobs creation and local power development
- Developing local green energy projects/sources

More than 70 cities and counties in California have already joined seven CCAs including Apple Valley Choice Energy, CleanPowerSF, Lancaster Choice Energy, MCE Clean Energy, Peninsula Clean Energy, Silicon Valley Clean Energy, and Sonoma Clean Power. In addition, Illinois, Ohio, Massachusetts, New Jersey, Rhode Island, and New York also have community power programs. Customers in almost every city have experienced lower utility bills. Some CCAs in California offer rates that are approximately equal to those offered by their existing utility; however, in these CCAs

the purchased power is significantly more renewable and greener than the power offered by the existing utility. There are many factors that contribute to a CCA's ability to offer cheaper rates than incumbent utilities - most notably, CCAs are nonprofit governmental entities that do not need to make profits for shareholders and require less overhead, which helps keep costs lower.

Manhattan Beach's Commitment to Sustainability

Participation in a CCA supports the City's Strategic Goal to "Enhance, Preserve, and Protect the Environment and Health of Our Beach Community." The City has a community-wide goal to reduce its greenhouse gas emissions, and a long history of supporting efforts that lead to climate protection. Community Choice is a tool local government can use to meet greenhouse gas emissions reduction goals. Further, joining a CCA would give the City an opportunity to offer its citizens a renewable alternative to meet their electricity needs.

On March 29, 2014, the City hosted a community forum as part of its Earth Hour initiative to discuss options that would bring the City of Manhattan Beach to 100% renewable energy by 2025. One of the options presented by a representative from Sonoma County was Community Choice Aggregation. The topic was well received by the community, with over 100 members in attendance. Shortly thereafter, on June 17, 2014 City Council voted to oppose AB 2145 because the legislation would make it difficult for local governments to pursue Community Choice energy programs as an alternative to traditional utility power generation. The City of Manhattan Beach sent an additional opposition letter in August 2014, stating its continued opposition to AB 2145 and its amendments. The proposed bill did not pass, and the original legislation enacting Community Choice programs remains in place.

On October 21, 2014, the City Council unanimously adopted a resolution to authorize staff to participate in the pre-development exploration and feasibility phase of Community Choice Aggregation in Manhattan Beach.

Los Angeles County Community Choice Energy (LACCE) (Attachment 3)

Completed by L.A. County in July 2016, the LACCE Business Plan and Feasibility Study evaluated the feasibility of establishing a Community Choice Energy program for LA County unincorporated areas and 82 eligible cities. The study concluded that LACCE could provide lower cost to customers, more renewable energy generation, and more locally-produced energy than what is currently provided by Southern California Edison. In September 2016, the LA County Board of Supervisors approved a motion to conduct negotiations with interested cities to form a LACCE Joint Powers Agreement (JPA). The LACCE JPA will govern, operate, and be liable for the LACCE program. It will have its own staff and will report to a board of directors made up of representative members of the JPA. Cities have a 180-day window (June 27 through December 27, 2017) to join the JPA and secure their own enabling CCA ordinance. Those cities that do not meet the deadline may still join at a later date, but will not have the same membership privileges that cities who meet the deadline will have.

The date that the LACCE program begins actually purchasing power will depend on the California Public Utilities Commission's (CPUC) acceptance of the LACCE Implementation Plan and the time needed for Southern California Edison to transfer its customer accounts to LACCE. LA County anticipates that a phased rollout will occur no later than January 2018, with priority given to municipal members and followed by large commercial and industrial facilities, and finally to all other LACCE customers. LA County encourages all eligible jurisdictions interested in participating in LACCE at

program launch to have their representative authorities (e.g. City Attorney, Elected Officials, City Managers, appointed staff) attend negotiation meetings and contribute their perspectives on each topic. This past June and in partnership with many cities including Manhattan Beach, LA County finalized Joint Powers Agreement (JPA) language for all cities who elect to participate in the LACCE program.

South Bay Clean Power: Community Choice in the South Bay (Attachment 4)

South Bay Clean Power is a member of the Local Energy Aggregation Network (LEAN) and the Californians for Energy Choice coalition. South Bay Clean Power is an ad-hoc citizen advisory group with members from Hermosa Beach, Manhattan Beach, Redondo Beach, Torrance, Santa Monica, Carson, Palos Verdes Estates, Culver City, Malibu, Beverly Hills, and West Hollywood. The CCA proposed by SBCP is intended to lower electric rates, provide the South Bay with more control of its electric energy future, and increase the amount of renewable energy being used by residents and businesses in the South Bay. Ultimately, the CCA will allow local communities to take control of the decision-making about the sources of electrical power. South Bay Clean Power worked with Los Angeles County to pursue the development of a feasibility study for community choice in the region. SBCP's goal is to bring together the 15 South Bay cities and the 5 cities of the Westside Cities Council of Governments (WSCCOG) to establish their own CCA program. SBCP has actively met since 2015 to educate its members about CCA programs, follow and learn from cities forming CCA programs in Northern California, keep up with LA County's desire to proceed with a local CCA, and keep various elected officials and city staff abreast of the latest trends and happenings with CCE programs regionally and across the State. SBCP has completed and distributed its CCA business plan, which examines and explains best practices from other California CCAs, lessons learned from the public power industry, and practical guidance and direction for city staffs, elected representatives and stakeholders.

Other Reviews

It is worth noting that the City of Santa Monica recently commissioned a Comparative Analysis of Three Alternative CCA Scenarios (LACCE, SBCP, Single-City CCA) to be completed by the UCLA Luskin Center for Innovation by late October 2017. This report will highlight the strengths and weaknesses of the CCAs' differing financial analysis and business plan approaches, including metrics around governance, finance, economics, and environment. The UCLA Luskin Center report may provide valuable insights for Manhattan Beach to consider as it contemplates joining a CCA.

DISCUSSION:

The City of Manhattan Beach has the option to participate in either LACCE or SBCP CCA now or at some future date. It may also choose to not participate in any CCA or form its own single-city CCA. Any deference would result in adhering to the JPA structure, priorities, and processes set in place during the County's enrollment period.

Implementation of a CCA program would also shift more of the City's utility source generation to clean renewable energy, thereby reducing its overall greenhouse gas emissions and better positioning the City to achieve renewable energy goals. It would allow Manhattan Beach to join other regional jurisdictions in helping the State achieve its goals to power 50 percent of the state's electricity consumption using renewable energy by 2030 (according to the California Air Resources Board). In addition, fewer emissions created from clean energy generation in the Los Angeles region lessens the public health impacts of air pollution, which is particularly harmful to young children, the elderly, and individuals with respiratory diseases or asthma (Centers for Disease Control and

Prevention).

Therefore, at this time, staff proposes that City Council:

- Provide direction on whether the City wants to pursue the CCA approach for energy conservation for its facilities, residents and businesses; and
- Defer making any final decision about which CCA would be most desirable to participate in until November, which would allow time for the UCLA Luskin Center report to be published and reviewed.

PUBLIC OUTREACH/INTEREST:

No significant public outreach has been conducted since 2014. Future outreach would be based on whether City Council wants to participate in a CCA, with an outreach strategy developed around City Council direction.

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 this report and no legal analysis is necessary.

Attachments:

1. PowerPoint Presentation from Los Angeles County
2. PowerPoint Presentation from South Bay Clean Power
3. Los Angeles Community Choice Energy’s Implementation Plan and Statement of Intent
4. South Bay Clean Power’s Business Plan and Financial Strategy

LOS ANGELES COUNTY
CHIEF SUSTAINABILITY OFFICE
Los Angeles Community Choice Energy FAQ

What is Los Angeles Community Choice Energy (LACCE)?

LACCE is the name for a Community Choice Aggregation (CCA) program in Los Angeles County. California law allows local governments to control the source and the price of the electricity consumed by their residents and businesses using a CCA program.

How does LACCE work?

LACCE will negotiate contracts for power supply and offer renewable electricity at competitive rates. Southern California Edison (SCE) delivers it through its existing utility lines. SCE continues to bill the customer, maintain power lines and handle new service requests and emergencies.

How will LACCE be run?

LACCE will be run by an Executive Director and a small staff. It will be overseen by elected officials from cities and the county who will serve on a Board of Directors of the LACCE Authority, a nonprofit agency established to operate the program. The Board will be advised by a public Community Advisory Committee.

Will LACCE just create another layer of bureaucracy?

No. LACCE will be entirely self-funded by revenues it receives from the sale of electricity to customers. None of its expenses are paid by taxes, and its revenues cannot be diverted to pay for non-LACCE uses.

Have other communities done this before?

Yes, more than 70 cities and counties in California are already doing this. There are currently seven operational CCAs in California: Apple Valley Choice Energy, CleanPowerSF, Lancaster Choice Energy, MCE Clean Energy, Peninsula Clean Energy, Silicon Valley Clean Energy and Sonoma Clean Power. More



and more communities in California continue to investigate Community Choice Aggregation. In addition, Illinois, Ohio, Massachusetts, New Jersey, Rhode Island, and New York also have community power programs. Furthermore, the State of California estimates that by the mid-2020s, more than 80% of Investor Owned Utility (IOU) customers will receive their power from non-IOU providers like CCAs.

Have the 70 cities and counties in California that have already formed CCAs experienced rate increases?

No. Almost every city has reduced its residents' utility bills. Some CCAs in California offer rates approximately equal to those offered by their existing utility. However, in these cases the CCAs power is significantly greener than the power offered by the existing utility.

How can CCAs offer lower rates than the existing utilities?

There are many factors that contribute to CCA's ability to offer cheaper rates than incumbent utilities. CCAs have less overhead and can acquire low-cost government debt financing. Also, because CCAs are nonprofit governmental entities, they do not need to make profits for shareholders

Who can participate?

LACCE is available to all residents and businesses in L.A. County cities serviced by SCE. The only cities that cannot participate are cities with their own municipal utility (like LADWP in Los Angeles or Glendale Water & Power in Glendale)

How does a city join LACCE?

Cities join LACCE by having their city councils approve the LACCE Joint Powers Agreement and the CCA enabling ordinance. Once a city chooses to participate, all its residents and businesses will automatically be enrolled for LACCE service, starting in 2018. Importantly, customers can opt out of LACCE service and return to SCE at any time.



There are many cities in LA County. Won't they have different goals in terms of how much renewable energy to purchase and the importance of maintaining lower rates?

Yes. That is why each city can make its own choice on the level of renewable energy it wants to purchase for its residents (e.g., 33%, 50%, or 100%).

Is there a liability or legal risk to a city or its residents for joining?

No. The city and its residents are protected because LACCE is a separate legal entity as defined in California law. Its liabilities and obligations are its own, not those of the individual cities that are members.

Won't L.A. County just make all the decisions for the cities that join?

No. Decisions will be made by the LACCE Board of Directors. L.A. County will have one seat on the Board, as will any participating city. So L.A. County will not be able to make decisions on behalf of cities.

Does it cost for customers opt out of LACCE?

Customers can opt out of LACCE at no cost during the first 60 days of the program. After that, a small processing fee (around \$1.50) may be charged.

How much does it cost a city to join?

There are no membership fees or other costs for cities to participate. Cities may choose to spend money on public information materials and may dedicate some staff time to supporting their representative on the Board of Directors of the LACCE Authority.

Does LACCE replace SCE?

No. LACCE only replaces SCE's electric procurement services with its LACCE's own electric generation services. LACCE will generate cleaner electricity, and pay SCE to carry and deliver it to your home or business through their wires. SCE is still responsible for electric delivery, billing and powerline maintenance, including handling power outages and other emergencies.



How does SCE feel about LACCE?

SCE is officially neutral on the formation of LACCE and is committed to ensuring a smooth transition for all LACCE customers.

Will I get two electric bills?

Customers will see no change with their billing and will continue to receive one monthly bill from SCE. The only difference will be a few line items that note that the customer's electricity was generated by LACCE. And, their bill may be lower.

Will SCE programs still be available to LACCE customers?

Yes, almost all SCE programs are still available to LACCE customers. Furthermore, LACCE will offer other, separate programs for its customers in addition to the existing programs offered by SCE.

When does LACCE begin serving customers?

LACCE will begin serving customers through a three-phase enrollment period. The initial group of customers begin enrollment in January, 2018. The second and third phases will take place later in 2018

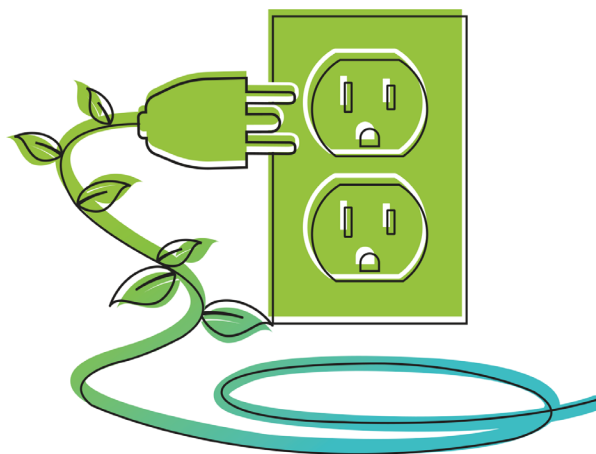


LOS ANGELES COMMUNITY CHOICE ENERGY (LACCE)

1. What is LACCE?

Los Angeles Community Choice Energy (LACCE) is the name for a regional Community Choice Aggregation program in Los Angeles County.

Community Choice Aggregation (CCA), authorized in California under AB 117 (2002) and SB 790 (2011), allows local governments, including counties and cities, to purchase electricity in the wholesale power market and sell it to their residents and businesses at competitive rates as an alternative to electricity provided by an investor owned utility (IOU).



LA's got **GREEN POWER**
#GreenLA #EnergyChoice

2. About the LACCE Feasibility Study

The County of Los Angeles, at the direction of the Board of Supervisors, initiated a technical feasibility study to determine if the County can meet the electricity load requirements for 82 eligible cities and County unincorporated areas with rates that are competitive with the local IOU, Southern California Edison. This feasibility study culminated in a Business Plan. This Business Plan concluded that the formation of a CCA in Los Angeles County is financially feasible and would yield considerable benefits for all participating County residents and businesses.

3. LACCE Benefits

Perhaps the greatest benefit of CCA to local governments is the economic vitality it can bring to the community, and the region as a whole. Benefits to the local community include:

- Local control over energy mix - meet or exceed Renewable Portfolio Standard (RPS)
- Create quality jobs and local, renewable generation assets
- Meet or exceed Climate Action Plan goals
- Invest in local energy programs - integrated demand side management
- Provide rate stability - lower costs for homeowners and businesses
- Consumer choice - competition for lower rates and options for cleaner energy

4. Process of Formation and Funding

From December 2016 - March 2017, the County worked with relevant stakeholders and interested cities to negotiate a Joint Powers Agreement (JPA) to govern the LACCE program.

On Tuesday, April 18, 2017, the Los Angeles County Board of Supervisors unanimously approved a motion to begin the implementation of LACCE, including the JPA and the \$10 Million in funding needed to begin pre-operation and start up activities.

5. Options for Cities

Initial Participants

Cities that execute the LACCE JPA within 180 days of LACCE's formation will become Initial Participants of the program. Initial Participants will benefit from the \$10 Million loan from Los Angeles County and will not have to commit any funds of their own.

Furthermore, Initial Participants will have the opportunity to make important, foundational decisions at the inception of LACCE. These include the establishment of committees to ensure sound governance and the hiring of an Executive Director to oversee LACCE operations.

(Continued on back)

Membership after Formation

If cities do not wish to be Initial Participants, they will have the option to become a member of LACCE after its formation. In this scenario, a city’s membership will be subject to approval of the LACCE Board of Directors, and any conditions that the Board of Directors finds reasonable, potentially including a monetary contribution.



Implementation Schedule

LACCE IMPLEMENTATION SCHEDULE										
2017-2018										
	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	
First City adopts JPA		OPEN ENROLLMENT PERIOD								
First LACCE Board Meeting										
Executive Director Search										
Phase 1 begins										

6. Next Steps for Cities

Cities that would like to participate in the LACCE program should reach out to the County of Los Angeles for more information. The County will provide information on upcoming meetings and a more detailed timeline of LACCE formation and launch.

The County can also schedule individual briefings for city councilmembers and/or city staff.

For more information, please contact:

GARY GERO

Chief Sustainability Officer

County of Los Angeles

Phone 213-974-1160

Email ggero@ceo.lacounty.gov

Agenda Date: 12/5/2017

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Anne McIntosh, Community Development Director

SUBJECT:

Request to Extend for Six Months the Director's Authority to Conditionally Allow After-Hours Construction at the Manhattan Village Shopping Center (Community Development Director McIntosh).

APPROVE

RECOMMENDATION:

Staff recommends that the City Council extend the Community Development Director's authority to approve requests for after-hours construction activities, including exterior work for an additional six months beginning December 6, 2017. At the end of six months, the City Council could extend the Director's authority for an additional period of time.

FISCAL IMPLICATIONS:

There are no fiscal implications of this action.

BACKGROUND:

On March 21, 2017, the City Council approved a request for after-hours work for exterior construction on the Center Court refresh clerestory installation. As part of the approval, the City Council authorized the Director of Community Development to approve additional requests for a period of six months conditioned upon appropriate notice to and review by the residential neighbors in the Manhattan Village area.

The Director placed a number of conditions on the request for after-hours construction, including a requirement that neighbors be notified and that any potential concerns are addressed prior to the work commencing. (Attachment 1).

On November 2, 2017, JLL submitted a request to extend the approval period for six months

(Attachment 2).

DISCUSSION:

During the past six months, there have been two requests for exterior after-hours construction, including a request to work on the clerestory. Sound wall installation was required in addition to other mitigating conditions. The work on the center court refresh is nearly completed. Staff did not receive complaints during the construction period, although there were one or two reports of random noise when we asked nearby residents about the work being done.

The second request for after-hours was moved to regular daytime construction due to concerns raised by the manager of the Senior Villas.

POLICY ALTERNATIVES

If the City Council does not grant this request, then each incident of nighttime exterior construction would need to be vetted by the City Council at a regular meeting. This could result in construction delays.

PUBLIC OUTREACH/INTEREST:

The six designated representatives from the resident's groups at the Village have been notified of the request. A request was made for a meeting with JLL and the City to discuss construction activities. The meeting will have occurred prior to Council's discussion of the after-hours request and staff will provide an update at the Council meeting.

ENVIRONMENTAL REVIEW

This is not a project under CEQA.

LEGAL REVIEW

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

Attachments:

1. Previous Approval for After-Hours Construction
2. November 2, 2017 Letter from JLL Requesting After-Hours
3. Municipal Code Section 9.44.030 Construction Hours



City of Manhattan Beach

Community Development Department

1400 Highland Avenue, Manhattan Beach, CA 90266
Phone: (310) 802-5500 FAX: (310) 802-5501 TDD: (310) 546-3501

Page 1 of 2

June 26, 2017

JLL Project and Development Services
Attn: Cheryl Hines, Senior Project Manager
3200 N. Sepulveda Boulevard
Manhattan Beach, CA 90266

RE: APPROVAL FOR AFTER-HOURS CONSTRUCTION AT MANHATTAN VILLAGE MALL

City Council authorized the Director to consider requests for extended construction hours (i.e. other than 6:00 p.m. to 7:30 a.m. on weekdays and 6:00 p.m. to 9:00 a.m. on weekends) at the Manhattan Village Mall for the purposes of facilitating the expansion project, in addition to Mall refresh activities that will take place in the northern half of the site. Conducting certain construction activities during the hours the Mall is open to the public poses a safety hazard. Other construction activities can be conducted entirely indoors, thereby eliminating any potential construction impacts during extended hours.

Each request for after-hours/extended hours/nighttime hours, will be considered individually and on its own merits. Violations or non-adherence to any of the conditions placed on after-hours approvals may constitute cause to revoke the privilege.

Project 1: Installation of sound walls on roof of Center Court area.

Approved hours: 6 a.m. to 10 a.m., Monday – Saturday, June 20, 2017 – July 17, 2017

Conditions:

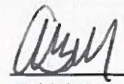
1. All construction equipment must be located on the west side of the building.
2. Prior to any additional roof top work, the sound consultant shall conduct an inspection with the City's designated building inspector to ensure that the sound attenuation meets the thresholds submitted by the acoustical engineer to the City.

Project 2: Installation of extension of clerestory on Center Court.

Approved hours: 9:00 p.m. to 10 a.m., Monday – Saturday, June 20, 2017 – November 15, 2017

Conditions:

1. Prior to undertaking the roof top work, the sound consultant shall conduct an inspection with the City's designated building inspector to ensure that the sound attenuation meets the thresholds submitted by the acoustical engineer to the City.


(Initial Here – Director)



City of Manhattan Beach

Community Development Department

1400 Highland Avenue, Manhattan Beach, CA 90266
Phone: (310) 802-5500 FAX: (310) 802-5501 TDD: (310) 546-3501

Page 2 of 2

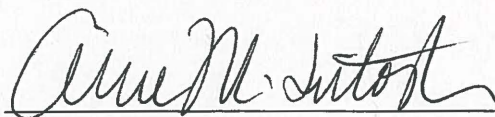
2. No vehicles, equipment, trash containers, and any other related activities for the nighttime work shall be located behind – east – of the Mall building on or adjacent to Village Drive during after-hours construction hours.
3. All construction staging for the clerestory shall take place as close to the Mall building as possible, and entirely on the west side.
4. To the extent possible, workers shall minimize conversation and take any breaks inside the building during the extended hour period.
5. All construction lighting shall be directed away from residential neighborhoods and shielded to prevent light and glare from intruding into homes on Oak Drive to the west and in the Village Estates, homes, and senior apartment facility.
6. Contractor shall make available to tenants, neighbors, and by posting signage on site, a 24/7 mobile number to address concerns and complaints.

Project 3: Interior tenant and common area improvements.

Approved hours: 9:00 p.m. to 10 a.m., Monday – Saturday, June 20, 2017 – November 15, 2017

Conditions:

1. No vehicles, equipment, trash containers, and any other related activities for the nighttime work shall be located behind – east – of the Mall building during after-hours construction hours.
2. All exterior doors shall remain closed and activities shall be kept to Mall interior areas only.
3. To the extent possible, workers shall minimize conversation and take any breaks inside the building during the extended hour period.


Anne McIntosh
Director of Community Development

6/26/17
Date



November 2, 2017

Ms. Anne McIntosh
Community Development Director
City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266

RE: Manhattan Village – Extension of Night Work Permit Granting Authority at Exterior Mall

Ms. McIntosh:

On March 21, 2017, the City Council took the following action:

A motion was made by Councilmember Burton, seconded by Councilmember Powell, to approve the request by the Manhattan Village Mall to approve night time construction hours for the Center Court refresh construction, in addition to authorizing the Community Development Director to approve additional requests for nighttime work for a period of six months and also include the required noticing to the Manhattan Village Residents and the Senior Villas. The motion carried by the following vote:

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

The authorization by City Council for the Community Development Director to approve additional construction hours has expired. Additional extended construction hours will be necessary on a case-by-case basis over the course of the next six months in order to complete miscellaneous portions of exterior work at the mall in order to minimize impacts to the public and tenants.

JLL/RREEF are requesting that City Council again authorize the Community Development Director to approve additional requests for exterior night time work on a case-by-case basis for a period of six months. As before, this would include the required noticing to the Manhattan Village Residents and the Senior Villas. Please advise in writing if any further information is necessary in order to accommodate this request.

Kind Regards,

A handwritten signature in blue ink, appearing to read "Mark W. Cermak".

Mark W. Cermak
Sr. Project Manager
Jones Lang LaSalle Americas, Inc.
As Agent for RREEF AMERICA REIT II CORP. BBB

cc: Mark Deveau, JLL
Ricardo Amack, RREEF
Angela Reynolds, Willdan

9.44.030 - Construction hours and prohibited days.

- A. Construction activity shall occur only between 7:30 a.m. and 6:00 p.m. on weekdays, and between 9:00 a.m. to 6:00 p.m. on Saturdays.
- B. There shall be no construction activity on Sundays or on City-recognized holidays, including the following:
 - 1. New Year's Day.
 - 2. Martin Luther King Jr's Day.
 - 3. Presidents' Day.
 - 4. Memorial Day.
 - 5. Independence Day.
 - 6. Labor Day.
 - 7. Columbus Day.
 - 8. Veterans Day.
 - 9. Thanksgiving Day..
 - 10. Friday after Thanksgiving.
 - 11. Christmas Day.
- C. The presence of workers or delivery trucks at the site of construction, even if no actual work or unloading is being done, constitutes construction activity for purposes of this section.
- D. The presence of equipment, tools or supplies, vehicles being started, idled or unloaded and loud talking at the site of construction activity constitutes construction activity for purposes of this section.
- E. In connection with any project that requires a discretionary permit, the Planning Commission or City Council may impose more restrictive hours of construction.
- F. The City Council or Director may modify construction hours as follows:
 - 1. Director authorization. Upon request, the Director may modify the hours for interior construction activity on commercial property under limited circumstances. The Director shall consider the noise disturbance criteria listed in Section 5.48.140 in determining whether to modify the hours. The Director may impose conditions to mitigate or eliminate any potential adverse impacts arising from the activities and shall provide prior notice to persons and businesses in the vicinity, at the owner's expense. The Director shall notify the Council of the decision at the next City Council meeting. The Director may forward a request to the City Council for its consideration.
 - 2. Council authorization. Upon request, the City Council may modify the hours for construction activity under limited circumstances. The Council shall consider the noise disturbance criteria listed in Section 5.48.140 in determining whether to modify the hours. The Council may impose conditions to mitigate or eliminate

any potential adverse impacts arising from the activities and shall provide prior notice to persons and businesses in the vicinity, at the owner's expense.

G. Exceptions.

1. An owner-builder who resides on the property while that property is under construction may perform construction activity between the hours of 9:00 a.m. and 6:00 p.m. on Sundays and City-recognized holidays; provided, however, that no subcontractors perform any work on Sundays or City-recognized holidays.
2. In the case of an emergency, the Building Official may authorize construction activity at times other than the hours specified in subsection A and on Sundays and City recognized holidays. For the purpose of this subsection 2, an emergency is defined as substantial property damage or a threat to the public health or safety. Such authority shall lapse once the site and structure(s) are safe. The Building Official may require the permittee to notify affected residents.

(§ 1, Ord. 16-0020, eff. November 19, 2016)

Agenda Date: 12/5/2017

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Stephanie Katsouleas, Public Works Director
Prem Kumar, City Engineer

SUBJECT:

Adopt Resolution Nos. 17-0128 and 17-0129 Awarding a Construction Contract to Ramona Inc. for the Cycle 1 Sewer Main Replacement Project for \$444,950, and Approving a Professional Services Agreement with SA Associates, Inc. for Inspection Services for the Cycle 1 Sewer Main Replacement Project for \$70,000. (Public Works Director Katsouleas).

ADOPT RESOLUTION NOS. 17-0128 AND 17-0129

RECOMMENDATION:

Staff recommends that City Council:

1. Authorize the City Manager to execute a contract for \$444,950 with Ramona Inc. for the Cycle 1 Sewer Main Replacement Project (Attachment 1 and 3);
2. Authorize the City Manager to approve any unforeseen additional work for up to \$44,495 (10% of contract);
3. Approve the plans and specifications for the Cycle 1 Sewer Main Replacement Project (Attachment 4: Web-link provided); and
4. Authorize the City Manager to execute a contract with SA Associates, Inc. for Inspection Services for the Cycle 1 Sewer Main Replacement Project for \$70,000 (Attachment 5 and 6).

FISCAL IMPLICATIONS:

\$559,445 is available in the adopted Capital Improvement Program (CIP) budget for the Cycle 1 Sewer Main Replacement Project.

BACKGROUND:

The City operates and maintains an extensive sanitary sewer collection system, including

approximately 85 miles of wastewater pipelines. To evaluate the condition of the sanitary sewer system, staff references the Wastewater Master Plan, which provides data such as age, pipe condition, capacity demands, and maintenance needs. The Plan also establishes the highest priority deficiencies for repair or replacement.

For this project, portions of the system selected for replacement include those that show the most severe structural problems and multiple deficiencies such as fractures, cracks, roots, obstructions, sags, and severe operations and maintenance issues. Repair of the observed structural deficiencies will eliminate potential for sewer overflow and leakage, which minimizes potential for negative impacts to public health and the environment. It is worth noting that a portion of the sewer main replacement work is located at the intersection of Manhattan Beach Blvd and Ardmore Ave, which presents unique challenges in coordinating traffic control and minimizing the impact on visitors to the downtown area.

The Cycle 1 Sewer Main Replacement Project consists of excavation, installation of vitrified clay pipe (VCP), manholes, residential sewer laterals, utility relocations, asphalt concrete repairs to existing public improvements and all other appurtenant work as shown on the plans and delineated in the specifications. The Project includes the replacement of over 600 linear feet of vitrified clay pipe mainline replacements at the following nine (9) project street locations in the City as shown on Attachment 2:

1. 16th Place - Highland Ave to Valley Drive
2. 18th Street - Redondo Ave to Herrin Ave
3. 19th Street - Redondo Ave to Herrin Ave
4. 21st Street - Redondo Ave and Chestnut Ave
5. 31st Street - Alma Ave to Highland Ave
6. 31st Street - Grandview to Vista Drive
7. Faymont Ave - 15th Street to 19th Street
8. Harkness Ave - 15th Street to 19th Street
9. Manhattan Beach Blvd - Ardmore Ave to Fisher Ave.

DISCUSSION:

Construction

The Cycle 1 Sewer Main Replacement Project was advertised for bids in the Beach Reporter, the City's publisher of record, and several standard construction industry publications, including the Dodge Green Sheet, Reed Construction Data, Associated General Contractors of America, as well as the City's website. Eight (8) bids were received and opened on September 14, 2017. The bid results are as follows:

Contractor/Bid Amount

Ramona, Inc. (Arcadia, CA)	\$444,950.00
GRBCON Inc. (Baldwin Park, CA)	\$595,333.99
Vasil J Inc. (Irwindale, CA)	\$637,900.00
GRFCO (Brea, CA)	\$674,100.00
MNR Construction (Baldwin Park, CA)	\$793,000.00

Palp Inc., dba Excel Paving (Long Beach, CA)	\$821,456.00
Miramontes Construction Co. Inc.(Rialto, CA)	\$1,086,000.00
Clarke Contracting Corp. (Lawndale, CA)	\$1,316,306.00

Ramona Inc. made mathematical errors in calculating one of its bid items. The unit bid price was correctly stated, but there was an additive error in calculating the subtotal for that line item. Staff has confirmed with the City Attorney's office that this is a non-material error that does not compromise the overall bid. Ramona Inc.'s bid proposal was reviewed by the Public Works Department and found to be responsive. Staff reviewed Ramona Inc.'s contractor's license and found it to be in order. Additionally, references indicate that Ramona Inc. has the knowledge and capability to complete the work in a timely and acceptable manner.

Staff also recommends that the City Manager be authorized to approve change orders for up to \$44,495 (10% of contract cost) for additional work resulting from unforeseen conditions when dealing with underground construction. The work is estimated to be completed within six months.

Inspection Services

During the engineering design phase of the project, Public Works Department issued a Request for Proposals No.1121-17 on April 18, 2017 for inspection services for the project. A total of thirteen (13) proposals were received by May 10, 2017. Proposals were evaluated and ranked by an evaluation committee of City staff according to the following selection criteria:

- Demonstrated understanding of the scope of services
- Key personnel qualifications and experience with similar projects
- Project management methods and quality control/assurance

Based on the selection criteria, SA Associates, Inc. had the best overall proposal. The assigned staff has excellent experience on similar projects, identified and understands the key project issues, and proposed an appropriate level of staffing for the size and complexity of the project. The scope of work and methodology was clearly outlined to complete the project in a timely manner. The total not to exceed cost for Inspection Services for the Cycle 1 Sewer Main Replacement Project is \$70,000.

POLICY ALTERNATIVES:

Not applicable

PUBLIC OUTREACH/INTEREST:

Staff will distribute construction notices to area residents, and will maintain regular communication with the property owners to keep them abreast of the project schedule and impacts during construction.

ENVIRONMENTAL REVIEW:

The proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA). Per the CEQA Guidelines, the project is exempt pursuant to the following provision: Section 15304 (e), "Minor Alterations to Land". No permanent environmental effects are

anticipated, thus, no further environmental review is necessary.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary, and has reviewed and approved the proposed Professional Services Agreement as to form.

Attachments:

1. Resolution No. 17-0128
2. Location Map
3. Contractor's Bid Proposal and Agreement
4. Plans and Specifications (Web-Link Provided)
5. Resolution No. 17-0129
6. Professional Services Agreement for SA Associates, Inc.

RESOLUTION NO. 17-0128

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN MANHATTAN BEACH AND RAMONA INC. FOR THE CYCLE 1 SEWER MAIN REPLACEMENT PROJECT

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City and Ramona Inc. dated December 5, 2017, for the Cycle 1 Sewer Replacement Project.

SECTION 2. The Council hereby directs the City Manager to execute the Agreement on behalf of the City.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on December 5, 2017

AYES:
NOES:
ABSENT:
ABSTAIN:

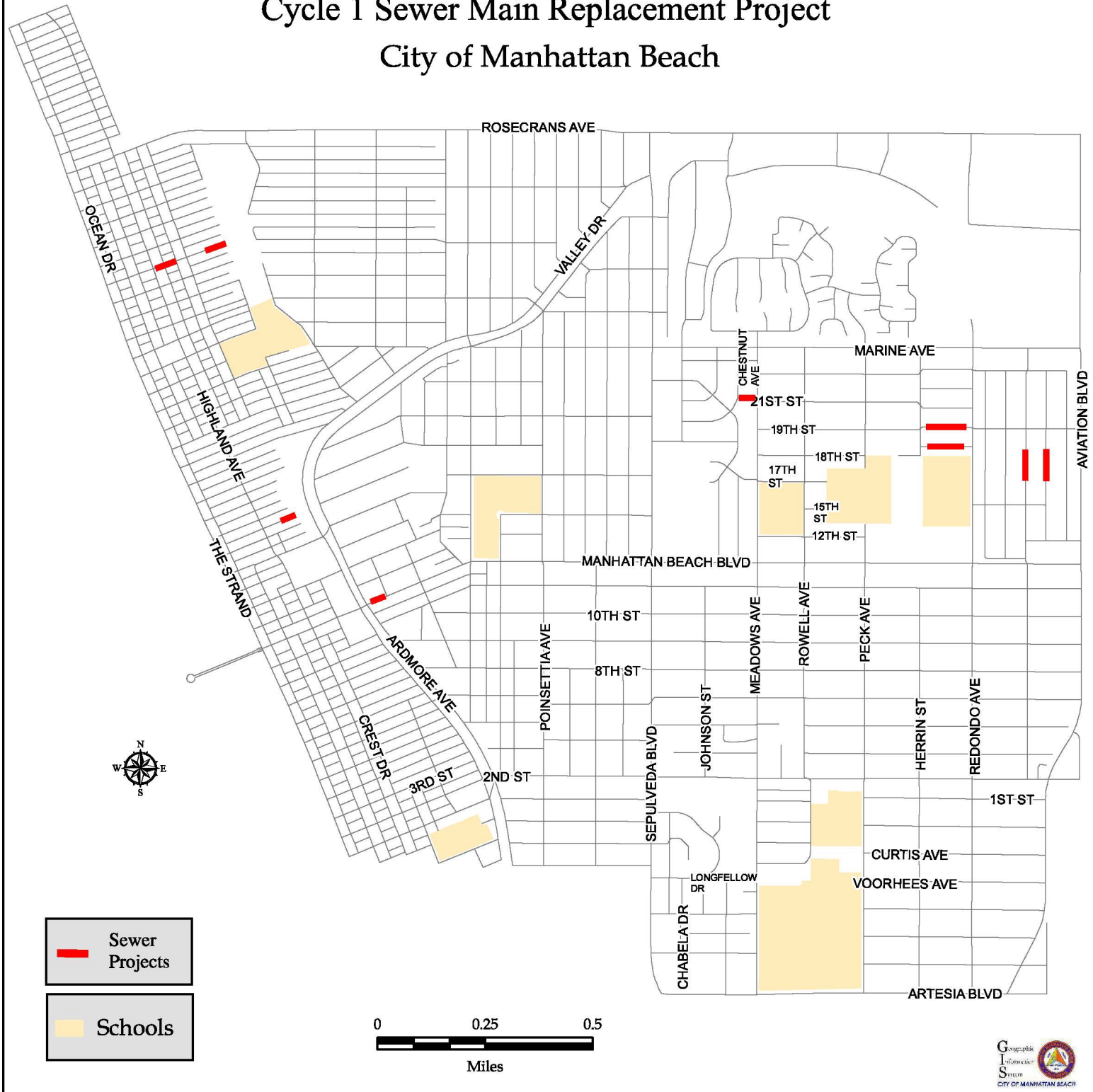
AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

ATTACHMENT 2 LOCATION MAP

Cycle 1 Sewer Main Replacement Project City of Manhattan Beach



ATTACHMENT 3

**Cycle 1 Sewer Main Replacement Project
Contractors Bid Proposal and Agreement**

PART 1

PROPOSAL REQUIREMENTS(a) General Information

The City Clerk of the City of Manhattan Beach, California, will receive at its office at the City Hall, 1400 Highland Avenue, Manhattan Beach, California, until 11:00 a.m. on September 8, 2017 sealed proposals for:

Cycle 1 Sewer Main Replacement Project per Plan No. S-262, Sheets 1 through 14, and the Specifications prepared thereof, which are on file with the Public Works Department.

(b) Examination of Plans, Specifications, Special Provisions, and Site of Work

The Bidder is required to examine carefully the site of work and the proposal plans, specifications, and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

(c) Proposal Form

All proposals must be made upon blank forms to be obtained from the Public Works Department in the City Hall. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer. Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required and referred to in the contract documents.

(d) Rejection of Proposals Containing Alterations, Erasures or Irregularities

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

Each Contractor shall base his bid on furnishing and installing all items exactly as shown on the contract drawings and as described in the contract specifications. The successful Contractor will not be authorized to make any materials substitutions or changes in plans and/or specifications on his own initiative, but in each and every instance must procure written authorization from the Engineer before installing any work in variance with the contract requirements.

(e) Interpretation of Contract Documents

If any person contemplating submitting a bid on this project is in doubt as to the true meaning of any part of the plans, specifications, or other sections of the contract documents, he may submit to the Engineer a written request for interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the contract documents including the plans and specifications will be made by addendum duly issued or delivered by the Engineer to each person receiving a set of said documents. The Engineer will not be responsible for any other explanations or interpretations of the contract documents.

(f) Bidder's Guaranty

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Manhattan Beach, for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed therewith.

(g) Award of Contract

The award of the contract, if it be awarded*, will be to the lowest responsible bidder whose proposal complied with all the requirements described. The award, if made, will be made within sixty (60) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. *See Paragraph (k) below.

(h) Execution of Contract

Upon notification that the successful bidder is the apparent low bidder, the contractor shall copy two sets of the contract Agreement from the project specifications and submit the fully executed contract for the work for the City Council to process the award of contract. This contract shall not be considered complete or binding on the contractor or the City until the City Council has taken action to award the project to the successful bidder. Upon notification of the City Council action to award the contract to the successful bidder the Contractor shall obtain the needed contract bonds and insurance riders as required by these specifications. No contract shall be considered binding upon the City until the full execution of the contract.

Failure to file acceptable bonds as provided herein, within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

(i) Return of Bidder's Guaranties

Within ten (10) days after the award of the contract, the City Clerk will return the proposal guaranties accompanying such proposals which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

(j) Contractor's Questionnaire

The Contractor shall complete the questionnaire form that accompanies the proposal and submit the information with his proposal.

(k) Owner's Right to Award Contract

The Owner reserves the right to reject any or all bids, to waive any irregularities or informalities and to award contract as may best serve the interests of the City of Manhattan Beach.

(l) Registration with the Department of Industrial Relations (DIR)

Registration with the Department of Industrial Relations (DIR). The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The Bidder and all the subcontractors listed in the Bid shall provide proof of registration with DIR. This requirement applies to any bid proposal submitted on or after April 1, 2015.

Notice is hereby given that the Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rates of per diem wages as evidenced in most recent edition of State of California, Department of Transportation, Business, Transportation and Housing Agency, General Prevailing Wage Rates Schedule, in the locality in which the work is to be done, for each craft or type of workman or mechanic needed to execute the contract in accordance with the provisions of Section 1770 to 1781 of the Labor Code; said prevailing rates are on file in the Office of the City Clerk and are incorporated herein by reference.

CONTRACTOR'S PROPOSAL

To the City Council of the City of Manhattan Beach:

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all the work required to complete said work prior to or upon the expiration of 120 working days in accordance with Drawing No. S-262, Sheets 1 to 14, Specifications, Special Provisions and Appendices for the unit price or lump sum as set forth in the following schedule:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
A) 16TH PLACE MH14-003 TO 14-004				
1.	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	\$1,000 ⁻	\$1,000 ⁻
2.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	\$250 ⁻	\$250 ⁻
3.	Traffic Control, Safety and Project Phasing.	1 LS	\$2,000 ⁻	\$2,000 ⁻
4.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	\$800 ⁻	\$800 ⁻
5.	Project Surveying including Re-establishing Centerline Ties and Monuments	1 LS	\$250 ⁻	\$250 ⁻
6.	Trench Excavation and Safety Measures.	1 EA	\$2,000 ⁻	\$2,000 ⁻
7.	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	\$250 ⁻	\$250 ⁻
8.	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 6 feet.	1 EA	\$7,000 ⁻	\$7,000 ⁻
9.	Point repair by excavation in pavement between 5 feet and 10 feet deep. Length greater than 6 feet to 18 feet.	1 EA	\$7,500 ⁻	\$7,500 ⁻
10.	Restore paving including base to minimum dimensions required.	1 LS	\$1,000 ⁻	\$1,000 ⁻
11.	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	2 EA	\$750 ⁻	\$1,500 ⁻ \$750⁻ MG
12.	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	\$500 ⁻	\$500 ⁻
13.	Post-Installation Video Inspection.	1 LS	\$500 ⁻	\$500 ⁻
A) 16 th Place (Sheet 4) SUB-TOTAL ITEMS 1 - 13:				\$24,550 ⁻
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
B) 18TH ST. MH 01-221 TO 01-223 REDONDO TO HERRIN				
14.	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	\$2,000 ⁻	\$2,000 ⁻
15.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	\$250 ⁻	\$250 ⁻
16.	Traffic Control, Safety and Project Phasing.	1 LS	\$2,000 ⁻	\$2,000 ⁻
17.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	\$800 ⁻	\$800 ⁻
18.	Project Surveying including Re-establishing Centerline Ties and Monuments	1 LS	\$250 ⁻	\$250 ⁻
19.	Trench Excavation and Safety Measures.	1 EA	\$3,000 ⁻	\$3,000 ⁻
20.	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	\$250 ⁻	\$250 ⁻
21.	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 12 feet.	4 EA	\$7,000 ⁻	\$28,000 ⁻
22.	Point repair by excavation in pavement between 5 feet and 10 feet deep. Length 12.1 feet to 18 feet.	1 EA	\$7,500 ⁻	\$7,500 ⁻
23.	Restore paving including base to minimum dimensions required.	1 LS	\$1,000 ⁻	\$1,000 ⁻
24.	Connect to and Modify Existing Sewer Manhole per Plan.	1 LS	\$750 ⁻	\$750 ⁻
25.	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	8 EA	\$500 ⁻	\$4,000 ⁻
26.	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	\$250 ⁻	\$250 ⁻
27.	Post-Installation Video Inspection.	1 LS	\$500 ⁻	\$500 ⁻
B) 18th Street (Sheet 5) SUB-TOTAL ITEMS 14 - 27:				\$49,750 ⁻
(CONTINUED ON NEXT PAGE)				

*Incorrectly
Added*

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
C) 19TH ST. MH 01-224 TO 01-225 REDONDO TO HERRIN				
28.	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	\$1,500-	\$1,500-
29.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	\$250-	\$250-
30.	Traffic Control, Safety and Project Phasing.	1 LS	\$2,000-	\$2,000-
31.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	^{MC} \$800-	\$800-
32.	Project Surveying including Re-establishing Centerline Ties and Monuments	1 LS	\$250-	\$250-
33.	Trench Excavation and Safety Measures.	1 EA	\$3,000-	\$3,000-
34.	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	\$250-	\$250-
35.	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 12 feet.	2 EA	\$7,000-	\$14,000-
36.	Point repair by excavation in pavement between 5 feet and 10 feet deep. Length 12.1 feet to 24 feet.	1 EA	7,500-	7,500-
37.	Restore paving including base to minimum dimensions required.	1 LS	1,000-	1,000-
38.	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	1 EA	750-	750-
39.	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	500-	500-
40.	Post-Installation Video Inspection.	1 LS	500-	500-
C) 19th Street (Sheet 6) SUB-TOTAL ITEMS 28 - 40:				\$32,300 ⁰⁰
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
D) 21ST ST. MH 03-59 TO 03-60 MEADOWS TO CHESTNUT				
41.	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	750-	750-
42.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	250-	250-
43.	Traffic Control, Safety and Project Phasing.	1 LS	2,000-	2,000-
44.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	800-	800-
45.	Project Surveying including Re-establishing Centerline Ties and Monuments	1 LS	250-	250-
46.	Trench Excavation and Safety Measures.	1 EA	3,000-	3,000-
47.	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	250-	250-
48.	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 12 feet.	1 EA	7,500-	7,500-
49.	Restore paving including base to minimum dimensions required.	1 LS	1,000-	1,000-
50.	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	1 EA	750-	750-
51.	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	250-	250-
52.	Post-Installation Video Inspection.	1 LS	500-	500-
D) 21 st Street (Sheet 7) SUB-TOTAL ITEMS 41 - 52:				\$17,300 ⁰⁰
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
E) 31ST ST. MH 19-005 TO 19-007 EAST OF HIGHLAND				
53.	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	1,500-	1,500-
54.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	250-	250-
55.	Traffic Control, Safety and Project Phasing.	1 LS	2,000-	2,000-
56.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	800-	800-
57.	Project Surveying including Re-establishing Centerline Ties and Monuments	1 LS	250-	250-
58.	Trench Excavation and Safety Measures.	1 EA	3,000-	3,000-
59.	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	250-	250-
60.	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 12 feet.	4 EA	7,500-	30,000-
61.	Restore paving including base to minimum dimensions required.	1 LS	1,000-	1,000-
62.	Connect to and Modify Existing Sewer Manhole per Plan.	1 EA	750-	750-
63.	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	3 EA	500-	1,500-
64.	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	250-	250-
65.	Post-Installation Video Inspection.	1 LS	500-	500-
E) 31st Street (Sheet 8) SUB-TOTAL ITEMS 53 - 65:				\$42,050 ⁰⁰
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
F) 31ST ST. MH 019-001 TO 19-002 GRANDVIEW TO VISTA				
66.	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	1,750-	1,750-
67.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	250-	250-
68.	Traffic Control, Safety and Project Phasing.	1 LS	2,000-	2,000-
69.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	800-	800-
70.	Project Surveying including Re-establishing Centerline Ties and Monuments	1 LS	250-	250-
71.	Trench Excavation and Safety Measures.	1 EA	3,000-	3,000-
72.	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	250-	250-
73.	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 12 feet.	4 EA	7,500-	30,000-
74.	Restore paving including base to minimum dimensions required.	1 LS	1,000-	1,000-
75.	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	1 EA	750-	750-
76.	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	500-	500-
77.	Post-Installation Video Inspection.	1 LS	500-	500-
F) 31 st Street Grandview to Vista (Sheet 9) SUB-TOTAL ITEMS 66 - 77:				\$41,050 ⁰⁰
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
G) FAYMONT AVE. MH 02-001 TO 02-002				
78	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	1,000 ⁻	1,000 ⁻
79	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	250 ⁻	250 ⁻
80	Traffic Control, Safety and Project Phasing.	1 LS	2,000 ⁻	2,000 ⁻
81	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	800 ⁻	800 ⁻
82	Project Surveying including Re-establishing Centerline Ties and Monuments	1 LS	250 ⁻	250 ⁻
83	Trench Excavation and Safety Measures.	1 EA	3,000 ⁻	3,000 ⁻
84	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	250 ⁻	250 ⁻
85	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 12 feet.	2 EA	7,500 ⁻	15,000 ⁻
86	Restore paving including base to minimum dimensions required.	1 LS	1,000 ⁻	1,000 ⁻
87	Connect to and Modify Existing Sewer Manhole per Plan.	1 EA	750 ⁻	750 ⁻
88	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	1 LS	500 ⁻	500 ⁻
89	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	250 ⁻	250 ⁻
90	Post-Installation Video Inspection.	1 LS	500 ⁻	500 ⁻
G) Faymont Ave. (Sheet 10) SUB-TOTAL ITEMS 78 - 90:				\$25,550 ⁰⁰
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
H) HARKNESS ST. MH 02-006 TO 02-007				
91	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	750-	750-
92	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	250-	250-
93	Traffic Control, Safety and Project Phasing.	1 LS	2,000-	2,000-
94	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	800-	800-
95	Project Surveying including Re-establishing Centerline Ties and Monuments	1 LS	250-	250-
96	Trench Excavation and Safety Measures.	1 EA	3,000-	3,000-
97	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	250-	250-
98	Point repair by excavation in pavement between 5 feet and 10 feet deep. Length to 24 feet.	1 EA	7,500-	7,500-
99	Restore paving including base to minimum dimensions required.	1 LS	1,000-	1,000-
100	Connect to and Modify Existing Sewer Manhole per Plan.	1 EA	750-	750-
101	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	2 EA	500-	1,000-
102	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	250-	250-
103	Post-Installation Video Inspection.	1 LS	500-	500-
H) Harkness St. (Sheet 11) SUB-TOTAL ITEMS 91 - 103:				\$18,300 ⁰⁰
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
I) MANHATTAN BEACH BLVD. FISHER AVE. TO ARDMORE AVE. MH 11-046 TO 11-047				
104	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	7,500-	7,500-
105	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	250-	250-
106	Traffic Control, Safety and Project Phasing and including complete detour plan.	1 LS	10,000-	10,000-
107	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	750-	750-
108	Project Surveying including Re-establishing Centerline Ties and Monuments	1 LS	500-	500-
109	Trench Excavation and Safety Measures.	1 EA	15,000-	15,000-
110	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	250-	250-
111	Coordinate Gas Line Relocation from sewer alignment with Gas Company, including Removals, Potholing and reimbursable payment to Gas Company; as required.	1 LS	1,000-	1,000-
112	Remove and Dispose Existing Manholes. Construct Sewer Manhole with Plastic Steps and Cover Per City Standards. Connect to Existing Sewers.	2 EA	15,000 D6. 7,500-	15,000-
113	Construct 8" Extra Strength VCP Sewer per Plan. Remove Existing Sewer and Appurtenances.	300 LF	310-	93,000-
114	Connect to Existing Sewer Main.	1 LS	1,250-	1,250-
115	Extend Existing Sewer Lateral to Proposed Sewer and Connect to New 8"x6" Wye. Reconstruct Lateral as Required.	6 CY	500-	3,000-
116	Remove Entire Existing Sewer Manhole. Reconstruct Surface to Match Existing.	16 LF	100-	1,600-
117	Remove Existing and Construct New AC pavement over compacted 6" CAB per City M.B. Std. Drawing ST-10 for Proposed Sewer Mainline and Manholes.	1500 SF	8-	12,000-
118	Replace curb and gutter, sidewalk, ADA ramps (upgraded to current Standards.), driveway aprons and related concrete improvements complete from Fisher Ave. to Ardmore. Restore all utility covers.	1 LS	12,000-	12,000-
119	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	5,000-	5,000-
120	Post-Installation Video Inspection.	1 LS	1,000-	1,000-
I) Manhattan Beach Blvd. Fisher Ave. to Ardmore Ave. (Sheet 12) SUB-TOTAL ITEMS 104 - 120:				\$179,100 ⁰⁰
121	Special project site maintenance and public convenience and safety (not to exceed price if for comparison of bids only and may not be the final payment, complete). See Section 10 of Specifications.	1 LS	Not-to-Exceed	\$15,000.00
TOTAL BASE BID (ITEMS 1-121):				\$444,950 ⁰⁰

Total Bid Cost in Figures: \$ 444,950⁰⁰

Total Bid Cost in Writing: \$ Four Hundred Forty-Four Thousand
Nine Hundred Fifty Dollars ⁰⁰/₁₀₀ cents

The undersigned represents that this is a balanced bid and that the overhead and profit have been evenly distributed. The undersigned also take full responsibility to monitor the City's website and hereby acknowledge there are 1, 2, 3 (List number issued or if none, indicate '0') addendum/addenda issued for this specific project bid document. The addendum/addenda have been signed and attached to this Contractor's Proposal.

Ramon Grbavac
Signed

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of Manhattan Beach.

Licensed in accordance with an act providing for the registration of Contractors, License No. 850299 A

Ramon Grbavac V. PRESIDENT
Signature of Bidder Title

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals' copartners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

RAMONA, INC.
(Name of Company or Corporation)
302 N. FIRST AVENUE, STE. # 1
(Address)

Dated: SEPTEMBER 8, 2017 ARCADIA, CA 91006
(City) (State) (Zip)

MLADEN GRBAVAC - PRESIDENT / TREASURER
DUSANKA GRBAVAC - V. PRESIDENT / SECRETARY

STATISTICAL INFORMATION ON CONTRACTOR

Cycle 1 Sewer Main Replacement Project

Firm/Organization Information Form

INSTRUCTIONS: All proposers or bidders responding to this solicitation must return this form for proper consideration of their proposal or bid. The information requested below is for statistical purposes only. On final analysis and consideration of award, a proposer/bidder will be selected without regard to gender, race, creed, or color. Categories listed below are based upon those described in 49 CFR §23.5.

TYPE OF BUSINESS ENTITY: CORPORATION
 (Corporation, Partnership, Joint Venture, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 28

CULTURAL/ETHNIC COMPOSITION OF FIRM Owners, Partners, Associate Partners, Managers, Staff, etc.).
 Please break down the total number of employees in your firm into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			25
Asian American			1
American Indian/Alaskan Native			
All Others	2		2

Based upon the categories above, please indicate the total number of men and women in your firm:

Men	1	24
Women	1	2

PERCENTAGE OF OWNERSHIP IN FIRM

Please indicate by percentage (%) how the ownership of the firm is distributed:

	Black/African American	Hispanic/Latin American	Asian American	American Indian/Alaskan Native	All Others
Men	%	%	%	%	100 %
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISE Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.) YES ___ NO ✓

Agency _____ Expiration Date _____
 Agency _____ Expiration Date _____
 Agency _____ Expiration Date _____
 Agency _____ Expiration Date _____

FIRM NAME: RAMONA, INC.

SIGNED: [Signature] TITLE: V. PRESIDENT

DATE: 9/8/2017

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]

Cycle 1 Sewer Main Replacement Project

The undersigned declares:

I am the V. PRESIDENT of RAMONA, INC., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed Person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed

on 9/8/2017 [date], at ARCADIA [city],
CA [state].

Signature: [Handwritten Signature] Signature: [Handwritten Signature]
Printed Name: DUSANKA GRBAVAC Printed Name: _____
Date: 9/8/2017 Date: _____

This form must be notarized.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

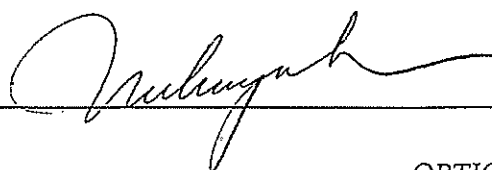
On 9/14/17 before me, Nu Huynh Notary Public,
Date (here insert name and title of the officer)

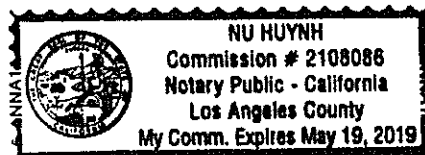
personally appeared Dusanka Grbavac

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

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

WITNESS my hand and official seal.

Signature:  (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

CONTRACTOR'S QUESTIONNAIRE

TO THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA:

Re: Cycle 1 Sewer Main Replacement Project

Submitted by DUSANKA GRBAVAC

Principal Office V. PRESIDENT

Telephone (626) 355-1350

Type of Firm: Corporation Co-Partnership Individual

Contractor's License No. 850299 A

Contractor's DIR Registration No. 1000003782

If a corporation, answer these questions:

Date of incorporation 6/22/2004
 State of incorporation CALIFORNIA
 President's name MLADEN GRBAVAC
 Vice President's name DUSANKA GRBAVAC
 Secretary or Clerk's name DUSANKA GRBAVAC
 Treasurer's name MLADEN GRBAVAC

If a co-partnership, answer these questions:

Date of organization _____
 Name and Address of all partners _____

Number of years of experience as a Contractor in construction work 35

List the major construction projects your organization has underway as of this date:

- 218B IMPERIAL HWY & AVALON BL - SEWER RENEWAL Phone: (213) 847-0875
- N14 TEMPLE ST & GLENDALE BL - SEWER RENEWAL Phone: (213) 485-4686
- N09 JORNA ST & WHITTIER BL - SEWER RENEWAL Phone: (213) 847-3985
- DAR 03 NORTH EAST LA / EAGLE ROCK / LOS FELIS Phone: (213) 485-1682

List the major construction projects your organization has completed in the past five years:

- SEWER LINE REPLACEMENT FOR ROSS AVE Phone: (626) 570-3274
- REHABILITATION OF GRAVITY SEWER MAIN Phone: (310) 802-5358
- 2015-2016 SEWER CAPACITY UPGRADES. Phone: (626) 744-4191
- MISC. SEWER & ALLEY IMPROVEMENTS - CIP # 7307 Phone: (626) 203-2849

Have you or your firm or any principal in your firm ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding? NO
 If so, when? _____

NOTE: If requested by the City, the bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of his current financial condition.

LIST OF SUBCONTRACTORS

Cycle 1 Sewer Main Replacement Project

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize himself with Section 2-3 of the Standard Specifications.

Name under which Subcontractor is Licensed	License Number	Address of Office, Mill or Shop	Specific Description of Subcontract
<u>Underground Manholes</u>	<u>1059134</u>	<u>7639 McKinley Ave Ontario CA 92410</u>	<u>Manholes</u>

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL MEN BY THESE PRESENTS,

That we, Ramona, Inc., as principal, and U.S. Specialty Insurance Company, as surety are held and firmly bound unto the City of Manhattan Beach in the sum of

Ten Percent of Amount Bid Dollars, (\$10% of amount bid), to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bounden Ramona, Inc.

to construct Cycle 1 Sewer Main Replacement Project Per Plan No. S-262, Sheets 1 through 14

dated September 8, 2017 is accepted by the City of Manhattan

Beach, and if the above bounden Ramona, Inc., his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten days (not including Sunday) from the date of the mailing of a notice to the above bounden Ramona, Inc. by and from the said City of Manhattan Beach that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue; provided, however, that if Principal shall, prior to the mailing of a notice of being awarded the contract notify City of its unwillingness to perform under its bid submittal or request relief from its bid without legal justification, City shall be relieved of any obligation to formally award the contract to Principal and City's rights hereunder shall not be affected by its failure to formally award the contract.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 28th day of

August, 2017.

Ramona, Inc.

[Signature]
Dusanka Grbavac, Vice President

U.S. Specialty Insurance Company

[Signature]
Frank Morones, Attorney-in-Fact

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Frank Morones of Brea, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Ten Million***** Dollars (\$ **10,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

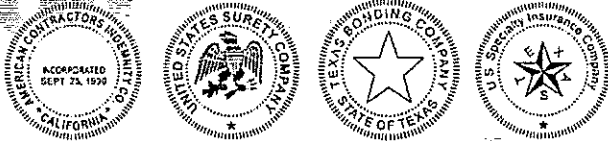
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar
Daniel P. Aguilar, Vice President

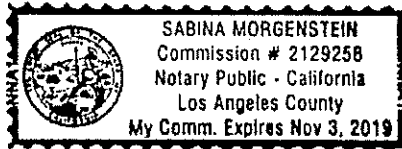
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

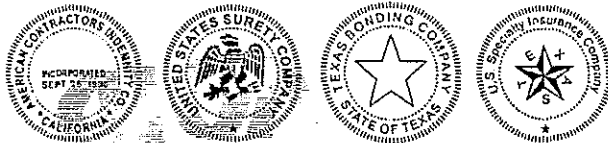
Signature _____ (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day of August, 2017

Corporate Seals



Kio Lo, Assistant Secretary

Bond No. BBSU
Agency No. 17501

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

On 8/28/17 before me, Lynn A. Stone, Notary Public

Date

Here Insert Name and Title of the Officer

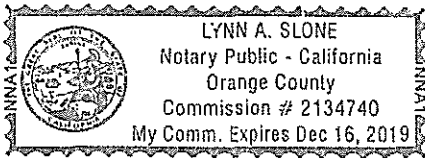
personally appeared Frank Morones

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Lynn A Stone

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

On Sept. 8, 2017 before me, Nu Huynh Notary Public,

Date

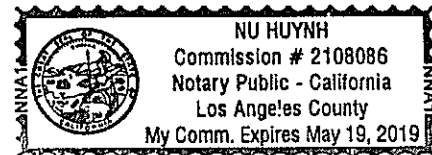
(here insert name and title of the officer)

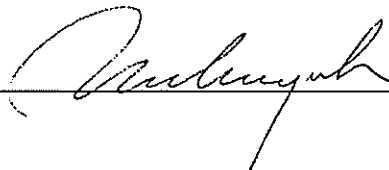
personally appeared Dusanka Grbavac

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

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

WITNESS my hand and official seal.



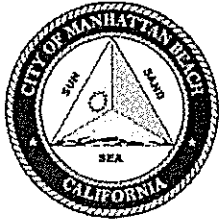
Signature:  (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____



**City of Manhattan Beach
 Department of Public Works
 Engineering Division**

3621 Bell Avenue, Manhattan Beach, CA 90266
 Phone: (310) 802-5350 Fax: (310) 802-5351 TDD: (310) 546-3501

CITY OF MANHATTAN BEACH

ADDENDUM NO. 1

Cycle 1 Sewer Main Replacement Project

This Addendum shall take precedence over any conflicting information contained either in the plans, specifications or advertisement of notice of bids for the Cycle 1 Sewer Main Replacement Project. Bidders shall incorporate the information contained in this Addendum in their bids, conform to all of the instructions contained herein in the preparation of a bid, and shall sign and submit this Addendum as a portion of the Contractor's Proposal as an indication of understanding and compliance with this Addendum No. 1.

- 1. The Engineer's Estimate is \$656,100.00.**

A SIGNED COPY OF THIS ADDENDUM MUST BE ATTACHED TO THE BID.

I hereby acknowledge that the information contained in this addendum has been included in the bid submitted for this project.

RAMONA, INC.		9/8/17
COMPANY NAME	SIGNATURE	DATE

Visit the City of Manhattan Beach website at www.citymb.info



**City of Manhattan Beach
Department of Public Works
Engineering Division**

3621 Bell Avenue, Manhattan Beach, CA 90266
Phone: (310) 802-5350 Fax: (310) 802-5351 TDD: (310) 546-3501

CITY OF MANHATTAN BEACH

ADDENDUM NO. 2

Cycle 1 Sewer Main Replacement Project

This Addendum shall take precedence over any conflicting information contained either in the plans, specifications or advertisement of notice of bids for the Cycle 1 Sewer Main Replacement Project. Bidders shall incorporate the information contained in this Addendum in their bids, conform to all of the instructions contained herein in the preparation of a bid, and shall sign and submit this Addendum as a portion of the Contractor's Proposal as an indication of understanding and compliance with this Addendum No. 2.

1. THE BID DUE DATE HAS BEEN REVISED. **BIDS ARE NOW DUE ON THURSDAY, SEPTEMBER 14, 2017 AT 11:00 A.M.** SEALED BIDS MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE AT CITY HALL, 1400 HIGHLAND AVENUE, MANHATTAN BEACH CA 90266.

A SIGNED COPY OF THIS ADDENDUM MUST BE ATTACHED TO THE BID.

I hereby acknowledge that the information contained in this addendum has been included in the bid submitted for this project.

Roman Inc. [Signature] 9.7.17
COMPANY NAME SIGNATURE DATE

Visit the City of Manhattan Beach website at www.citymb.info



**City of Manhattan Beach
Department of Public Works
Engineering Division**

3621 Bell Avenue, Manhattan Beach, CA 90266
Phone: (310) 802-5350 Fax: (310) 802-5351 TDD: (310) 546-3501

CITY OF MANHATTAN BEACH

ADDENDUM NO. 3

Cycle 1 Sewer Main Replacement Project

This Addendum shall take precedence over any conflicting information contained either in the plans, specifications or advertisement of notice of bids for the Cycle 1 Sewer Main Replacement Project. Bidders shall incorporate the information contained in this Addendum in their bids, conform to all of the instructions contained herein in the preparation of a bid, and shall sign and submit this Addendum as a portion of the Contractor's Proposal as an indication of understanding and compliance with this Addendum No. 3.

- 1. REPLACE "CONTRACTOR'S PROPOSAL" (pages 6, 6a, 6b, 6c, 6d, 6e, 6f, 6g, 6h) OF THE SPECIFICATIONS WITH THE ATTACHED.**

A SIGNED COPY OF THIS ADDENDUM MUST BE ATTACHED TO THE BID.

I hereby acknowledge that the information contained in this addendum has been included in the bid submitted for this project.

Ramona Inc. [Signature] 9/11/17
COMPANY NAME SIGNATURE DATE

Visit the City of Manhattan Beach website at www.citymb.info



State of California
Department of Industrial Relations
Division of Labor Standards Enforcement

Thank you for your payment.

Payment Confirmation Number: TJ51PWAJJ1PC5

Registration Number: 1000003782

Contractor Name: RAMONA INC.

*** NOTICE: If paying by ACH/EFT, please allow up to 7 days for processing. ***

[Return to Public Works Homepage](#)

Copyright © 2014 State of California

CITY OF MANHATTAN BEACH
A G R E E M E N T

THIS AGREEMENT, made and entered into this 17th day of October 2017, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and Ramona, Inc., hereinafter referred to as "CONTRACTOR". City and Contractor hereby agree as follows:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the City, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Specifications to be furnished by said City, necessary to complete in a good, workmanlike and substantial manner the improvements for the:

Cycle 1 Sewer Main Replacement Project

in accordance with the specifications and Special Provisions therefor, and also in accordance with the Specifications entitled "Standard Specifications for Public Works Construction, (Latest Edition) and all supplements thereto, which said Special Provisions and Standard Specifications are hereby specially referred to and by such reference made a part hereof.

Said work to be done as shown upon the following plans:

Plan No. S-262, Sheets 1 through 14

2. Said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Manhattan Beach and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Engineer under them, to wit:

Total Cost In Figures: \$444,950

Total Cost In Writing: Four hundred Forty-Four Thousand, Nine Hundred Fifty Dollars and 00/100 cents

3. The complete contract consists of the following documents: This Agreement, Notice to Contractors, the accepted bid, the completed Plans, Specifications and detailed drawings, Performance Bond, Labor and Materials Bond, and Defective Materials, Workmanship and Equipment Bond.

All rights and obligations of City and Contractor are fully set forth and described in the contract documents.

All of the above named documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

A G R E E M E N T
(Continued)

4. The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

IN WITNESS WHEREOF, the City has by action of its City Council authorized this Agreement to be executed for and on behalf of the City by its Mayor and attested by its City Clerk, and the Contractor has caused the same to be executed by his duly authorized officer.

CONTRACTOR:

By Ramona Inc.
Its

and

By Alfreda G. Boone
Its Vice President

302 N. First Avenue Ste 1
Address

Arcadia, Ca 91006
Address

ATTEST:

CITY OF MANHATTAN BEACH:

City Clerk

Mark Danaj, City Manager

The foregoing agreement is hereby approved by me as to form:

Public Works Approval

City Attorney

ATTACHMENT 4

Cycle 1 Sewer Main Replacement Project

Plans and Specifications (Web-Link

Provided)

<https://www.dropbox.com/sh/c68fuquuhe093ni/AADZyYAEHeT28ok1bm-dS4m4a?dl=0>

RESOLUTION NO. 17-0129

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN MANHATTAN BEACH AND SA ASSOCIATES INC. FOR INSPECTION SERVICES FOR THE CYCLE 1 SEWER MAIN REPLACEMENT PROJECT.

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City and SA Associates Inc. dated December 5, 2017 for Inspection Services.

SECTION 2. The Council hereby directs the City Manager to execute the Agreement on behalf of the City.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on December 5, 2017

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

ATTACHMENT 6
Cycle 1 Sewer Main Replacement Project
Professional Services Agreement for SA Associates, Inc.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated December 5, 2017, (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and SA Associates, 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. 1121-17 on April 18, 2017 seeking proposals for the provision of construction inspection services for various capital improvement projects. Contractor submitted a proposal dated May 10, 2017 in response to the RFP.

B. 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.

C. City desires to retain Contractor as an independent 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 Shahnawaz Ahmad, President (the “Contractor Representative”). The Contractor Representative shall directly manage Contractor’s Services under this Agreement. Contractor shall not change the Contractor Representative without City’s prior written consent.

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

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

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required

under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

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

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

H. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works”, Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 30, 2018 unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. The services are for a Senior Construction Inspector only at a rate of \$100 per hour and in no event shall Contractor be paid more than \$70,000.00 (the “Maximum Compensation”).

B. Expenses. The amount set forth in paragraph 3.A. above shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

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 business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 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 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 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 \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 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 \$2,000,000.00 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 \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4. Professional Liability Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

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

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming 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 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 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 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 time, costs, expenses, receipts, correspondence, 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 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 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 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 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: Prem Kumar
City of Manhattan Beach
3621 Bell Ave
Manhattan Beach, California 90266
Telephone: (310) 802-5352
Email: pkumar@citymb.info

If to Contractor:
Shahnawaz Ahmad, P.E., President
SA Associates, Inc.
1130 West Huntington Drive, Unit 12
Arcadia, CA 91007
Telephone: (626) 821-3456
Email: sahmad@saassociates.net

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
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 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. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29. 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 superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

30. 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 entitled to recover

actual attorneys' fees, experts' fees, and other costs, in addition to all other relief to which that Party may be entitled.

31. 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.

32. 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.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

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

City:

City of Manhattan Beach,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

By: _____
Name: Bruce Moe
Title: Finance Director

Contractor:

SA Associates, Inc.
a California Corporation

By: Shah Nawaz Ahmad
Name: SHAHNAWAZ AHMAD
Title: PRESIDENT

By: Shah Nawaz Ahmad
Name: SHAHNAWAZ AHMAD
Title: SECRETARY

**EXHIBIT A
SCOPE OF SERVICES**



May 10, 2017

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

Attention: Gwen Eng, Purchasing Manager, Public Works Department

Subject: Proposal for Construction Inspection Services for Various Capital Improvement Projects
RFP No. 1121-17

Gentlemen:

In accordance with your request, we are pleased to submit our proposal to provide Professional Construction Inspection Services for Various Capital Improvement Projects.

SA Associates was established in May 1989 as a principal-owned engineering firm, offering services in the civil engineering field, specialties in water and wastewater engineering. We have offices in Los Angeles and Orange Counties. SA Associates has extensive experience in design and construction of potable water, recycled water, sewer, storm drain, and street facilities. We have been responsible for construction management and inspection of projects totaling over \$126 million in construction costs, for various agencies in the Southern California area.

We are currently working on several projects for the City of Manhattan Beach. We are under contract with the City for On-Call Utility Design Projects. We are therefore, familiar with the City's policies, procedures, and personnel.

PROJECT UNDERSTANDING

The work (per the RFP) involves construction of street, sidewalk, storm drain, sewer, tank, retaining wall, traffic signals, synthetic turf, and landscape/hardscape projects over the next 12 months from early June, 2017 until the end of June, 2018.

SCOPE OF WORK

We have reviewed and accept the Scope of Services to provide Construction Inspection Services per the RFP.

PROJECT TEAM

We propose the following experienced individuals to perform the construction inspection. Resumes are enclosed.

- Jason Jackson
- Shannon Leonard
- Heustace Lewis
- Art Ortega
- Ernie Roldan
- Eric Schoenen
- Charles "Chuck" Sihler



City of Manhattan Beach
Proposal for Construction Inspection Services for Various Capital Improvement Projects
May 10, 2017
Page 2

HOURLY RATE CHARGE

Our proposed construction inspector hourly rate of \$100.00 includes prevailing wage, mileage, vehicle charges, phone charges, and equipment charges, etc.

We do not have any exceptions, additions, or deletions to the City's Request for Proposal.

Thank you for the opportunity to submit out proposal. Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Shahnawaz Ahmad'. The signature is written in a cursive style.

Shahnawaz Ahmad
President

ERIC SCHOENEN, P.E., QSD
Construction Manager/Construction Inspector

OVERVIEW:

Mr. Schoenen has over 25 years of experience with a mix of land surveying, design, plan check, conditions of approval, strategic planning, and capital improvement projects. He has over 16 years of experience working for a Water Utility Franchise. Experience includes budget estimating, scheduling, technical report writing, and City Council Agenda Reports. Responsible for coordination with professional consultants and staff to implement CIP projects as a project manager.

EDUCATION:

California Polytechnic University,
Pomona
B.S. Civil Engineering, 1988
University of California, Riverside
Supervisory Excellence I and II, 1998

REGISTRATION:

Registered Civil Engineer, California
No. 52775

WORK HISTORY:

- SA Associates: 2009 – Present
- City of Pomona: 2008 – 2009
- City of Corona: 1991 to 2007
- Min Mack, Mullins, and CSL
Engineering Consultants:
1986 to 1991

REFERENCES:

- Dennis Ahlen, Deputy Director of
Utilities, City of Alhambra,
626.570.3274,
dahlen@cityofalhambra.org
- Carlos Rosales, Civil Engineering
Associate, City of Santa Monica,
310.458.8721 ext 2620
Carlos.rosales@smgov.net

PROJECT EXPERIENCE:

CITY OF ALHAMBRA

- Provided construction management and inspection services for the Valley Blvd./Almanson St. Sewer Replacement Project (Project). The work includes installation of approximately 1,380 ft. of 36" extra-strength VCP sewer along Almanson St. from San Marino Ave. to Valley Blvd. and approximately 1,830 ft of 30" extra-strength VCP sewer along Valley Blvd. from Almanson St. to Garfield Ave.

• Provided construction management services to install approximately 3,355 ft. of 20-inch ductile iron water pipeline along Westmont Drive, from Sherwood to Norwich Avenue. The new DIP construction aims to replace/abandon existing 4-inch and 14-inch cast iron pipe along Westmont. In addition, the project also consists of pavement rehabilitation of 1.5-inch cold mill and overlay from gutter to gutter, curb and gutter replacements, stripping and utility cover adjustments.

Contact: Dennis Ahlen, Deputy Director of Facilities
Telephone: 626.570.3274
E-Mail: dahlen@cityofalhambra.org

LONG BEACH WATER DEPARTMENT

- Provided construction management and inspection services for a sewer replacement project for the rehabilitation of 10,600 linear feet (LF) of sewer, including lining 4,971 LF of sewer with 8-inch CIPP and multiple location-specific rehabilitation efforts for the District's Cement Sewer Rehabilitation/ Replacement Group 2 Project.

- Provided construction management and inspection services for the Groundwater Treatment Plant Chemical Tank Replacement Project – Phase I (2014)

Contact: Abelardo Rendon, Division Engineer
Telephone: 562-570-2341
E-Mail: abelardo.rendon@lbwater.org

CITY OF NORWALK

- Currently providing construction management for repair or replacement of defective sewer sections utilizing the Cured-In-Place-Pipe (CIPP) method at 25 locations throughout the City.

Contact: Julian Lee, Utilities & Projects Manager
Telephone: 562.929.5526
E-Mail: jlee@norwalkca.gov

CITY OF POMONA

Contact: Raul Garibay, Water/Wastewater Operations
Telephone: 909 9096202239
E-Mail: Raul_Garibay@ci.pomona.ca.us

- Provided construction management services for the Water Main Replacement - Park Avenue to replace about 2,000 linear feet of a 12 inch steel water distribution main in Park Avenue between Orange Grove and McKinley Avenue with a new 16-inch DIP main, including new hydrants and service connections. This project also aimed to remove/replace about 520 linear feet of VCP sewer in Holt Avenue, about

220 linear feet of VCP sewer in White Avenue, and about 92 linear feet of VCP sewer in/adjacent to Via Estrella

- Provided construction management services for the Phillips Ranch Water Service Laterals and Flush Tanks/Lamp Hole Replacements and New Manhole Installation projects under the City's FY 2008-09 Water & Sewer CIP. Project included replacing approximately 464 service laterals ranging in size from ¾" to 2½".
- Provided construction management and inspection services for Westmont Service Lateral Replacement Project. The project included 20 locations. Work included replacing 183 existing ¾-inch polyethylene water service laterals with 1-inch copper tubing from the meter connection to the water main, meter box replacement and relocation. Many of the main line service laterals were direct tap to an existing 12" ACP main line which required coordination with home owners, water maintenances staff, and water quality personnel to coordinate water main shut downs. Bacteriological testing was required to be performed and submitted to DHS when the main line experienced negative pressure during the shut downs.
- Provided construction management and inspection services for Sewer Replacement D Project. This Project was comprised of three (3) sewer main replacements in different locations totaling 574 linear feet. It also included nine (9) sewer main spot repairs at various locations throughout the City. This project included coordinating with operations/maintenance staff, reviewing CCTV videos, and providing recommendations on substitute MH to MH and point repair locations for contract locations that were not constructible. The inspection included ensuring SWPP best management practices were implemented.

CITY OF SANTA MONICA

- Provided construction management and inspection services for the 2015 Annual Wastewater Improvements Citywide Project to replace approximately 3,450 linear feet of sewer pipeline and rehabilitate approximately 1,980 linear feet of sewer pipeline to extend their useful life, reduce maintenance, and upgrade capacity. Specific work included replacement, upgrade, lining and rehabilitation of existing wastewater mains; construction of new and rehabilitation of existing maintenance access structures.
- Provided construction management and inspection services for the Water Main Replacement/Upgrade Project (SP 2297) which includes replacing and/or upgrading existing facilities and the abandonment of old facilities. The project consists of approximately 10,000 ft. of 6" to 21" PVC pipe on Olympic Blvd., Lincoln Ct., Pennsylvania Ave., 16th Ct., 17th Ct., 18th Ct., 20th Ct. Euclid Ave., and Ocean Ave. Some nighttime work will be involved because of heavy vehicular and pedestrian traffic on portions of the project.

Contact: Carlos Rosales, Civil Engineering Associate
Telephone: 310.458.8721 x2620
E-Mail: carlos.rosales@smgov.net

CITY OF SOUTH PASADENA

- Provided Construction Management and Inspection services for Sewer Improvements on Arroyo Drive, Huntington Drive, Marengo Avenue, and Meridian Avenue (original contract total of 4,200 ft.). The work along Marengo Drive pertained to slip lining 310 LF of CIPP. Subsurface boulders larger than 6" were discovered along Arroyo Drive, and wet clay that could not meet compaction requirements was discovered during excavation of the other streets. These subsurface conditions were not indicated on the plans or in the specifications. There were also many unknown utilities discovered during construction. This project required detailed documentation of the construction activities and constant coordination with the contractor and the City regarding change orders. The inspection included ensuring SWPP best management practices were implemented.

Contact: Paul Toor, Public Works Director
Telephone: 626.403.7240
E-Mail: PToor@ci.south-pasadena.ca.us

JASON JACKSON **Construction Inspector**

OVERVIEW:

Mr. Jackson has over 35 years of experience in construction management and inspection of public works CIP projects. He has experience with performing inspection of numerous potable water lines, wastewater, sewer, storm drain and pipeline projects using C900, Schedule 80 and Schedule 40. He has also been responsible for many street rehabilitation projects including removal and replacement of curb and gutters, sidewalks, existing ramps, pouring and placement of ADA walks, ramps, steel handrails and guardrails, raising medians, landscaped medians, street resurfacing, street widening and signal modifications which have included Petromat overlay, R & R, Slurry type II, asphalt, concrete work and several new and existing street overlay projects. My underground experience includes grading, trenches, plumbing, electrical, fire lines, fire hydrants, storm drains, water and sewer. These included S.W.P.P.P., traffic loop detectors and video traffic systems.

Mr. Jackson has coordinated, hired and have been involved in scheduling construction project work between developers, contractors, city departments and private inspection agencies. In his years as a Construction Manager/Inspector, he was responsible for Federal Projects, City contracts, utility permits, all private and public right-of-way, on-site grading, cost effectiveness of project, progress payments to contractors, keeping daily diaries, corresponding with contractor and other City departments and ensuring public safety on the job site and surrounding streets. He also has extensive experience installing new traffic poles, conduits, signal heads, pedestrian heads and rewiring intersections

PROJECT EXPERIENCE

COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

- Recently provided construction inspection services for Quartz Hill Elementary School Traffic Improvements project in the city of Lancaster.

Contact: Issa Adawiya, Area Supervisor
Telephone: 661.259.6934,
E-Mail: iadawiya@dpw.lacounty.gov

• Provided project management and inspection services for "Walnut Street Rehabilitation Project" which was a joint project between the City and the School District. This project included sidewalk removal, new base, retaining walls and fencing, replacement of sidewalk and curb & gutter and installation of ADA compliant pedestrian ramps. Project also included R & R of utilities.

CITY OF SAN CLEMENTE

- Provided inspection services for City-side installation of ADA compliant sidewalks, curb & gutter, ramps, and warning pavers. This project included relocation of water and sewer lines, sprinklers, fire hydrants, water meters and replacing boxes to bring to grade.

CITY OF IRVINE

- Managed and inspected multiple street rehabilitation projects of City of Irvine. Projects include meeting ADA requirements, sidewalk repair, construction of curb & gutter, patch and repair to asphalt using Class II 6" – 8" base with a sub grade, patch & repair to cement, backfill and compaction, and relocation of water lines, fire hydrants, boxes, utility lines, sewer lines, and electrical throughout the City in conjunction with the numerous street rehabilitation projects.

CITY OF LOS ANGELES AND CITY OF ORANGE

- Oversaw numerous projects throughout the City some of which were Federally Funded, Measure M or various bond measures. Projects included curb & gutter and sidewalk repair, installation of ADA compliant sidewalks, ramps, and warning pavers. Involved the relocation of water meters, fire hydrants, water and sewer lines, sprinklers, and replacing boxes.

CITY OF GLENDALE

- Inspector for city on "FY 2013-2014 Slurry Seal and Pavement Repair Program" - Work inspected was pavement R & R, over excavation, base material and thickness, placement of asphalt, asphalt rubber aggregate membrane (ARAM), Slurry type II, R & R of P.C.C. walks, curb & gutter, driveways, H.C. ramps, etc.
- Canada Blvd. Infrastructure Improvement and Honolulu Ave. Rehabilitation Project" – Water main rehabilitation, street improvements, street lights and cross lighting, Excavate hillside for upstream sediment clarifiers (Dual Stage Hydrodynamic Separators), storm drain improvements with 48" reinforced concrete pipe and new catch basins and storm drain lateral connections – LA approved, grading and preparation of sub grade, new curbs & gutters, driveway aprons, sidewalks, H.C. ramps, cold milling, cold in place pavement recycling, roadways reconstruction, asphalt base and ARAM surface, CalTran approval for the 2010 freeway work.
- Glendale Ave. Streets Improvement Project" – Same as above

Contact: Gary Edsall
Telephone: 818.937.8226
E-Mail: gedsall@glendaleca.gov

SHANNON LEONARD Construction Inspector

OVERVIEW:

Ms. Leonard has over 23 years of experience in construction inspection of water, sewer, and street projects. She is qualified to interpret and enforce Uniform Building Codes, Caltrans Standards, Greenbook, W.A.T.C.H. Traffic Control Manual, and OSHA Standards. She has provided inspection for public right-of-way projects.

CERTIFICATIONS

Graduate Building Inspection
Technology (B.I.T.) Butte College,
1992.
CAL-OSHA Construction Safety for
Managers and Supervisors
40 Hour, University of California, San
Diego Extension, certified
P.O.S.T. Penal Code 832, Powers of
Arrest/Right of Entry, certified
State of California Code Enforcement
Officer
OSHA Job Site Safety 8 hour, certified

PROJECT EXPERIENCE

CITY OF NORWALK

- Currently providing construction inspection for repair or replacement of defective sewer sections utilizing the Cured-In-Place-Pipe (CIPP) method at 25 locations throughout the City.

Contact: Julian Lee, Utilities & Projects Manager
Telephone: 562.929.5526
E-Mail: jlee@norwalkca.gov

CITY OF WHITTIER

- Provided construction services for the Palm Avenue and Scenic Drive Infrastructure Improvements. The project includes the replacement of the existing water and sewer mains, as well as the removal of concrete pavement and replacement with asphalt. The water improvements will replace the existing 4" cast iron water main with an 8" ductile iron water main within the Palm Ave. and Scenic Dr. right-of-way. The sewer improvements will consist of the replacement of an existing 6-inch clay pipe sewer main with an 8-inch PVC plastic sewer.

Contact: Kyle Cason, Sr. Civil Engineer
Telephone: 562.567.9511
E-Mail: kcason@cityofwhittier.org

CITY OF ALHAMBRA

- Provided construction inspection services for the Valley Boulevard - Almansor Street Sewer Replacement Project (Project). The work included installation of approximately 1,380 ft. of 36" extra-strength VCP sewer along Almansor St. from San Marino Ave. to Valley Blvd. and approximately 1,830 ft. of 30" extra-strength VCP sewer along Valley Blvd. from Almansor St. to Garfield Ave.

Contact: Dennis Ahlen, Deputy Director of Facilities
Telephone: 626.570.3274
E-Mail: dahlen@cityofalhabra.org

ROSE HILLS MEMORIAL PARK AND CEMETERY, WHITTIER

- Provided inspection services for the recycled water retrofit for 600 acres of Rose Hills Memorial Park and Cemetery which includes approximately 4,500 LF of 8" potable water/fire protection pipeline, 8,000 LF of 4" and 8" potable water pipeline, and modifications to the four (4) on-site wells and four (4) reservoirs. Coordinating with Rose Hills staff, Upper San Gabriel Valley Municipal Water District, Los Angeles County Sanitation Districts, San Gabriel Valley Water Company, Los Angeles County Department of Public Health, and the Los Angeles County Fire Department. This project was funded by DWR Proposition 84, Round 3 – Drought Grant and MWD On-Site Recycled Water Retrofit.

Contact: Michael Baron, Director of Cemetery Development
Telephone: 562.205.4835
E-Mail: michael.baron@rosehills.com

CITY OF SANTA MONICA

- Provided nighttime construction management and inspection services for the Water Main Replacement/Upgrade Project (SP 2297) which included replacing and/or upgrading existing facilities and the abandonment of old facilities. The project consists of approximately 10,000 ft. of 6" to 21" PVC pipe on Olympic Blvd., Lincoln



Ct., Pennsylvania Ave., 16th Ct., 17th Ct., 18th Ct., 20th Ct. Euclid Ave., and Ocean Ave

Contact: Carlos Rosales, Civil Engineering Associate
Telephone: 310.458.8721 x2620
E-Mail: carlos.rosales@smgov.net

CITY OF BUENA PARK (Senior Public Works Inspector – 2014)

- Inspection of City paving project, include surface grinding to full removals and replacement, with rubberized finish. Off site work for new housing development with utility placement, remove and replace City sidewalk, curb and gutter, catch basin and miscellaneous paving work. Extensive traffic control issues in heavy industrial area. Trenchless PVC sewer line rehab.

CITY OF SANTA MONICA (Senior Public Works Inspector 2005-2011)

- As the Senior Public Works Construction Inspector for the City of Santa Monica, oversaw most projects in the Public right of way including but not limited to; alley construction, compaction issues, mainline utilities sidewalk, curb, gutter, driveway construction, rubberized asphalt. In addition, daily duties also included resolving right of way violations, encroachment violations, work without permits, trip and fall accidents, illegal signs, weed abatement, outdoor dining, illegal discharge etc.

Contact: Susan Cline, Assistant Director, Public Works
Telephone: 310-458-8411
E-Mail: susan.cline@smgov.net

LOS ANGELES COUNTY SANITATION DISTRICTS

(Construction Inspector 2003-2005)

- Inspection of various Los Angeles County Department of Sanitation projects including; Inspector of record for 4,000 ft. of 114" existing RCP rehab, with PVC T-Lock liner and SPR Spiral Liner. Removals, surface prep, liner installation, steel reinforcement and grout.

MILL VALLEY STREET REHABILITATION (2002-2003)

Contracted and St. Mary's Road Rehab Town of Moraga:

- Oversaw complete removals and replacement of several City streets (AC Paving), Curb & Gutter, Flood Control structures, new Storm Drain, etc. Environmentally sensitive projects with strict SWPPP & NPDES requirements as well as complex traffic control issues.

PLAYA VISTA PROJECT (Field Engineer 2001-2002)

- Oversaw and inspected the installation of wet and dry line utilities, including water (16"), mainline sewer (18" VCP) plus all laterals and mainline gas. The project also included several miles of new streets (grading, base, compaction, paving, striping, curb, gutter & sidewalk). Oversaw infrastructure construction on this highly environmentally sensitive project.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS (Construction Inspector 1994-2001)

- Inspection of various projects large and small within the public right of way, including water, sewer, gas, dry utilities, reinforced concrete construction, structures. Mainline utilities. Streets, curb & gutter, sidewalk, catch basins. Coordinate specialty testing as required. Enforce traffic control plans & procedures per the WATCH Manual and CAL/OSHA Safety Standards, SWPPP regulations.

HEUSTACE LEWIS **Traffic Signal Inspector**

OVERVIEW:

Mr. Lewis provides construction inspection services to public agencies for municipal public works projects. He is an experienced Maintenance Manager, Traffic Signal Technician and Construction Inspector for roadways, traffic signals, street lights, asphalt and concrete PCC paving, concrete structures, buildings and municipal public works construction. His responsibilities include shop drawing reviews; supervision of construction inspection, and testing; contract administration; schedule reviews and monitoring progress. As Senior Construction Inspector for on-call inspection services contracts, Mr. Lewis also served as liaison between owner, designer, and contractor for field and design issues. Mr. Lewis is a recipient of Level III Certification, the highest certification from International Municipal Signal Association (I.M.S.A.) for Traffic Signal Technician and Electrician.

EDUCATION:

College of Arts, Science & Technology
Kingston, Jamaica
AA, Science & Technology, 1979
Cleveland Institute of Technology/
Institute of Transportation Studies
Cleveland, OH

REGISTRATION:

Electrical C-10 Contractor
CA No. 959209

CERTIFICATES:

Certified Level III, International
Municipal Signal Association (IMSA)
Los Angeles Department of
Transportation, National Environ-
mental Asbestos Safety, Asbestos
OSHA Certificate

MEMBER:

Transportation Security Administration
(TSA)
Refrigeration Service Engineers Society
(RSES)

PROJECT EXPERIENCE

CITY OF GLENDALE

Provided Inspection Services for on-call traffic signal projects in the City including Glendale Ave. Wastewater Capacity & Street Improvement, Canada Blvd. Infrastructure Improvements & Honolulu Blvd. Rehabilitation, Arden Ave. Rehabilitation, San Fernando Rd. Lighting Project, Wilson Streetlight & Traffic Signal upgrades, Doran/Central Development, Upcoming projects will be Colorado Blvd. Parking Lot 10, and Verdugo Rd./Honolulu Ave. Intersection.

Contact: Gary Edsall
Telephone: 818.937.8226
E-Mail: gedsall@glendaleca.gov

CITY OF CULVER CITY, COMBINED STREETLIGHT IMPROVEMENT PROJECT

As On-Call Electrical Inspector for City's Combined Streetlight Improvements, responsible for overseeing replacements and upgrades of obsolete streetlight system. Project limits were along Washington Boulevard between Marcasel Avenue and Berryman Avenue and Washington Place between Sepulveda Boulevard and Albright Avenue. The scope of work included the replacement of the conduits, wiring, and the removal and replacement of twelve (12) existing non-standard streetlights with new 28-foot-high 'Cobra-head' streetlights to include new fixtures with energy efficient 250 W Induction lamps, and the replacement of fifty-one (51) luminaires with new fixtures and 250 W Induction lamps on existing 'Cobra-head' streetlights.

CITY OF CULVER CITY, ROBERTSON BOULEVARD PEDESTRIAN/TRANSIT CONNECTION IMPROVEMENT PROJECT, P-943

Provided construction inspections for pedestrian lighting street improvements, a reconstruction project to enhance pedestrian access between the future transit center and the Expo Station area and provide ADA compliant accessibility to pedestrian and transit riders. Improvements were made to sidewalk and street trees uplighting to enhance the transit rider and pedestrian environment.

CITY OF CULVER CITY, WASHINGTON BOULEVARD/BOISE AVENUE PEDESTRIAN CROSSING SIGNAL PROJECT, P-934

Performed electrical and general construction oversight for installations of traffic signals and street light interconnects; inspected traffic signal standards, equipment and modifications to ensure compliance with project plans and specifications. As project inspector, prepared Daily Construction Reports (DCRs) and Weekly Statements of Working Days (WSWDs), reporting day-to-day field operations and tracking progression of work days completed. Conducted employee wage interviews to ensure compliance with contract requirements, and coordinated flow of information between contractor and City Project Manager.

CITY OF CULVER CITY, WASHINGTON BOULEVARD/BOISE AVENUE PEDESTRIAN CROSSING SIGNAL PROJECT, P-934

Performed electrical and general construction oversight for installations of traffic signals and street light interconnects; inspected traffic signal standards, equipment and modifications to ensure compliance with project plans and specifications. As project inspector, prepared Daily Construction Reports (DCRs) and Weekly Statements of Working Days (WSWDs), reporting day-to-day field operations and tracking progression of work days completed. Conducted employee wage interviews to ensure compliance with contract requirements, and coordinated flow of information between contractor and City Project Manager.

CITY OF CULVER CITY, EXPOSITION METRO LIGHT RAIL TRANSIT PROJECT

As alternate On-Call Inspector for The Exposition LRT Project, provided construction inspections on an as-needed basis; monitored a variety of quality assurance tests including soil compaction, street modifications, and traffic signal installations. This project had been in progress since 2008, and involved construction of Segment C, which extended the transit line from the limits of Ballona Creek to the east, the northerly City limits adjacent to Venice Boulevard to the west, along National Boulevard within the boundaries of Culver City. The scope of work consisted of general inspections for street improvements, traffic signals, street lighting, signing and striping, drainage, sanitary sewer and relocation of utilities in the public right-of-way. Other related work included "over the shoulder" inspections of the construction of bike paths and pedestrian connections, part of the project and located on the Metro right-of-way.

CITY OF CULVER CITY, FOX HILLS AREA TRAFFIC SIGNAL SYNCHRONIZATION, P-852

As City Maintenance Operations Manager, responsible for coordination of signal systems and timing, traffic engineering and road design standards as they related to traffic signals and lighting equipment for Capital Improvement Projects. The Fox Hills area project upgraded the remaining 11 signalized intersections within the City into a traffic control system and hookup to the Automated Traffic Surveillance and Control (ATSAC) System. Other responsibilities included making recommendations for equipment and costs involved in scheduled work; providing analysis on project-wide issues regarding suitability of street lighting and traffic signal implementation; assisting with development and modification of contract plans for traffic signal upgrades and transportation enhancement, and supervision of personnel assigned to repair and install multiple lighting systems.

Culver City References:

Contact: Hong Wang, Sr. Civil Engineer
Telephone: 310.253.560
E-Mail: hong.wang@culvercity.org

Contact: Victor Chavez, Assistant Civil Engineer
Telephone: 310.25. 453-2781
E-Mail: Victor.Chavez@culvercity.org

ART ORTEGA Construction Inspector

OVERVIEW:

Mr. Ortega has been in the public works construction field for over 38 years. For 17 years he was with the Los Angeles County Department of Public Works, Road Maintenance Department. He gained hands on experience in road construction, which included asphalt paving, grading, concrete finishing, and operated various construction equipment. He held the positions of Road Maintenance Worker and Crew Leader. For the last 18 years, Mr. Ortega worked for Los Angeles County as a Construction Inspector, Senior Construction Inspector, and Head Construction Inspector, retiring in 2009. The last 2½ years were spent at the Bridge Section of the Construction Division, providing inspection at bridge seismic retrofit projects.

Mr. Ortega has gained experience in the inspection and contract compliance of various construction projects that involved excavation, grading/compacting subgrade, placement of base material, and A.C. paving. He has also set forms and placed concrete sidewalk, curb/gutter, curb ramps, cross-gutters, concrete pavement, bus pads, storm drain catch basins, and various other parkway improvements.

He has inspected and monitored the removal and replacement of underground and above-ground fuel tanks, and the installation of the required pump dispensing equipment, and overhead canopies. He also inspected the construction of bike paths which included slope grading, rip-rap, landscaping and irrigation systems.

Bridge retrofit projects included the construction of pier extensions, shear keys, girder seat extenders, reinforced steel work, and C.I.D.H. piles.

Mr. Ortega coordinated activities between the Contractor, the Agency's survey crews, Materials Testing Lab, utility owners, as well as other cities and/or agencies. He inspected the installation of new traffic striping at the completion of the project. He made recommendations or changes as needed, negotiated and wrote change orders, processed monthly payments and wrote final reports at the completion of a project.

He monitored projects for environmental compliance procedures (SWPPP's & BMP's). He trained new inspectors and supervised 2 to 3 inspectors at various times when the workload required assistance of Contract Inspectors. He resolved disputes between the Contractor, Subcontractors, and the Agency, and others involved in the project.

PROJECT EXPERIENCE:

- Provided inspection services for the City of Norwalk's Rehabilitation of Civic Center Drive from Norwalk Boulevard to the Transportation Yard.

Contact: Millie Khuu, Assistant Engineer
Telephone: 562.929.5345
E-Mail: mkhuu@norwalkca.gov

Other Roadway Projects including:

- City of Glendale – Various Projects including modification of curb returns, reconstruction of handicap ramps, and parkway improvements around local schools and Modification of Street - Modification of various streets including the entire length of Verdugo and Honolulu Avenues; cold-in-place paving of Glendale Avenue and Canada Boulevard, each being about 1 mile in length; and many other smaller projects

Contact: Gary Edsall
Telephone: 818.937.8226
E-Mail: gedsall@glendaleca.gov

- City of Buena Park – Inspection of slurry seal and other on-going projects

- Fair Oaks Avenue, north of Woodbury Avenue, City of Altadena, construction cost: \$2,719,000
- River View Park, City of Bellflower - Hardscape, landscape, and irrigation
- Dubarry Street, City of Bellflower – Parkway improvements, concrete gross gutters, cold-milling, and AC overlay.
Contact:
- Escalona Road, City of La Mirada - Road reconstruction, concrete gross cutters, curb ramps, and curb & gutter replacement
- Baldwin Avenue, City of Culver City – Road reconstruction, parkway improvements, and construction of “rain gardens” in the parkway area.
- Grind and Overlay Projects, City of Culver City – Grind and overlay of residential streets throughout the City. The work also involved minor concrete repairs, two separate projects of 15 to 25 residential streets each.
- San Canyon Road, City of Santa Clarita – Cold mill roadway, placement of ARHM micro-chip slurry seal and pavement overlay. Installation of approximately 900 ft. of roadside posts and guardrail, and application of road striping.

Inspection of Bridge Retrofit Projects including:

- Slauson Avenue over the L.A. river, City of Maywood, construction cost of \$1,397,000
- Construction of 72" and 24" C.I.D.H. piles, reinforced concrete beams, steel girder stiffeners, abutment seat extenders
- Florence Avenue over Rio Hondo Channel, construction cost of \$224,000
- Seismic retrofit, installed girder shear keys, abutment seat extenders, supervised other inspectors
- First Street over White Avenue Bridge, City of Pomona, construction cost: \$218,000
- Add shear keys, seat extenders
- Garey Avenue under Union Pacific Railroad Bridge, City of Pomona, construction cost: \$160,000
- Towne Avenue under Union Pacific Railroad Bridge, City of Pomona, construction cost: \$226,000 Seismic retrofit, reinforced concrete pier extension, girder shear keys, and abutment walls.

ERNIE ROLDAN

Construction Inspector

OVERVIEW:

Mr. Roldan has over 44 years of experience with the Los Angeles County Department of Public Works. The first 20 years, he performed general laboratory testing. For the last 20 years, he worked as a Senior Construction Inspector inspecting various construction projects throughout Los Angeles County.

PROJECT EXPERIENCE

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

CITY OF MALIBU

Cal Amigos Road, et.al.

Contractor: Manhole Adjusting Inc.

Original Contract: \$947,152

This was a roadway resurfacing and **slurry seal** project approximately 10 miles in length. The work consisted of inspection of cold milling, AC pavement, AC pavement, AC pavement dig outs, slurry seal, and Membrane and Microsurfacing Type 2.

- **Mulholland Highway, et.al.**

Contractor: Sully Miller Contracting Co.

Original Contract: \$6,608,807

This was a roadway resurfacing and **slurry seal** project approximately 26 miles in length. The work consisted of the inspection of unclassified excavation, AC pavement, AC pavement dig outs, slurry seal, asphalt rubber and aggregate membrane, and thermo plastic striping.

- **Encinal Canyon Road, et.al.** Contractor: All American Asphalt

This was a roadway resurfacing and **slurry project** approximately 5 miles in length. The work consisted of the inspection of unclassified excavation, cold milling, AC pavement, AC pavement dig outs, slurry seal, project bonded wear course, and thermo plastic striping.

CITY OF WOODLAND HILLS

- Contractor: Sully Miller

This roadway construction project included tree removal, curb and gutter, commercial and residential driveway aprons, and grind and overlay with asphalt.

CITY OF VALENCIA

- **Sagecrest Circle, et. al.**

Contractor: Chaparral Construction

This roadway construction project included curb and gutter, driveway aprons, wheelchair ramps, reconstruction of existing streets, and paving and striping.

EDUCATION:
East Los Angeles College
A.A. Degree

CHARLES "CHUCK" SIHLER
Construction Inspector

OVERVIEW:

Mr. Sihler retired from the city of Pomona in December, 1999 after 43+ years with the Public Works Department, including 36 years with the Water Department. He is familiar with the Greenbook and has coordinated projects with the California Department of Health Services.

YEARS WITH FIRM: 16

EDUCATION:

East Los Angeles College
University of California, Riverside
Mount San Antonio College, Walnut
Caffee College, Rancho Cucamonga
University of California Extension
Courses in Civil Engineering and Business
Administration

MEMBER:

American Public Works Association
American Water Works Association
Los Angeles & San Gabriel Watershed
Council
Society of American Military Engineers
Southern California Water Utilities
Association

PROJECT EXPERIENCE:

CITY OF ALHAMBRA

- Provided inspection services for the Westmont Water Main Project for the replacement of approximately 3,500 ft. of 4" and 14" mains in Westmont Drive from Sherwood Ave to Norwich Ave (Project). The new main will replace two failing mains which had had several failures over the past 4-5 years. The new main supplies adequate fire flow while providing both transmission and distribution functions. Approximately 100 services were replaced for this project.

Contact: Dennis Ahlen, Deputy Director of Facilities
Telephone: 626.570.3274
E-Mail: dahlen@cityofalhabra.org

CITY OF ARCADIA

- Provided construction inspection services for Baldwin Avenue Sewer Capacity Improvement Project which consists of the construction of approximately 915 feet of 15" VCP sewer replacement on Baldwin Avenue from Huntington Drive to Fairview Avenue.

Contact: Mark Rynkiewicz
Telephone: 626. 256-6552
E-Mail: MRynkiewicz@ci.arcadia.ca.us

CITY OF AZUSA

- Provided electrical inspection for the new Goldline Alameda Parking Structure and various City housing developments.

Contact: Hien Vuong, Electrical Engineer
Telephone: 626.812.5172
E-Mail: hvuong@ci.azusa.ca.us

CITY OF BALDWIN PARK

- Provided construction inspection services for City's Syracuse Storm Drain Project. Project involved federal funding and labor compliance. Project consisted of installation of 2,250 linear ft of 24" through 48" reinforced concrete pipe, manholes, catch basins, transition structures & connector pipes, cross gutter, curb, gutter, sewer laterals, paving, & striping.

Contact: Edward Torres, Engineering Assistant
Telephone: 626. 960 - 4011, ext. 460
E-Mail: ETorres@baldwinpark.com

CITY OF IRWINDALE

- Provided Construction Inspection Services for the Martin Road Sewer Lift Station Project. This project includes the construction of a replacement sewer lift station to replace the existing deteriorated wet well sewer pump station.

Contact: William Tam, Public Works Director
Telephone: 626.430.2259
E-Mail: wtam@ci.irwindale.ca.us

CITY OF LA PALMA

- Provided inspection services for an On-Site Sodium Hypochlorite Generating Systems Project at the Walker Well and City Yard Sites. The project involved civil, mechanical, structural, architectural, and electrical engineering aspects. The work

includes a supervisory control and data acquisition system. The hypochlorite system was located inside the existing well building.

Contact: Ismile Noorbaksh, Former Public Works Director, now with City of Hawaiian Gardens
Telephone: 562.420.2641 ext. 216
E-Mail: inoorbaksh@hgcity.org

LONG BEACH WATER DEPARTMENT

Provided inspection services for the Alamitos Electrical Upgrade Project (EO-3257) to utilize electrical power to hook-up portable pumps to periodically transfer water between 24 tanks Engineering services includes review of progress payments, resolving of design issues, and providing construction management and

Provided inspection services for two alley service conversion projects for Earl & Locust Avenues and The Toledo. The work included abandoning the existing water mains and services in the alley and installing private water service lines to each house. The Earl and Locust Neighborhood had 195 conversions of 1" through 3" residential services. The Toledo Neighborhood had conversion of 21 conversions of 1" through 2" residential services.

Contact: Abelardo Rendon, Division Engineer
Telephone: 562-570-2341
E-Mail: abelardo.rendon@lbwater.org

CITY OF POMONA PUBLIC WORKS DEPARTMENT: Engineering Associate

City NPDES negotiator - "Environmental - Special Projects Section":

Responsible for the checking and preparation of all environmental documents for the Public Works Department, including Storm Water Pollution Prevention Plans (SWPPP's); Negative Declarations and Mitigated Negative Declarations. SWPPP's that we know today were refined and developed during this time frame and some of the Committees that he was involved with helped to bring them to their current form including the Los Angeles County EAC, where he represented the San Gabriel Valley for two+ years. Checking Environmental Reports was also his responsibility. Designed & formulated templates that facilitated preparing the completed Negative Declarations and Mitigated Negative Declarations on the City's construction projects.

Engineering Construction Manager for various projects including:

Project Manager on the 15 mgd Anion Exchange Nitrate Removal Facility, one of the first municipal design-build projects in California. Responsibilities included selecting the Construction firm [Sverdrup Engineering – St Louis], conducting weekly design review meetings and supervising inspection. [project completed in 9 months on a 15 month contract]

Project Manager for alley conversion projects including:

- Water main installation and conversion of 121 residential services in Garfield and Jefferson Streets from the alleys to the streets
- Water main installation and conversion of 86 residential services in Columbia and Alvarado Streets from the alleys to the streets

Designer & Project Manager for various pipelines, including:

- Construction of 8", 12", and 16", 24" Manifold Lines
- Loma Vista Replacement Line Project
- Ganesh Hills 8" and 10" Hillcrest Drive Project

CITY OF SAN BERNARDINO

Provided Construction Inspection Services for three projects: 1) the Cajon Storm installation, a 12,200 LF+ of 48"-72" storm drain including a buried 450 ft. French drain, 2) a 1,214 ft. long 30" RCP storm drain in the BNSF right-of-way and San Bernardino Water Department Cajon Reservoir site, including a 330 ft. long concrete "U" channel spillway, feeding into the 30" drain, and 3) a street, sewer, and storm drain improvements for the Pine Trails Tract.

Contact: Mark Rabb, Principal Civil Engineer (Now with city of Chino Hills)
Telephone: 909.364.2800
E-Mail: mraab@chinohills.org

**EXHIBIT B
APPROVED FEE SCHEDULE**

Senior Construction Inspector rate is \$100/hour (inclusive of all expenses)

Project Assignment and Budget (invoicing should reference the following accounts):

Cycle 1 Sewer Main Replacement Project (Acct. 15844E)	\$70,000.00
---	-------------

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et

seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

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

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

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

upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

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

Agenda Date: 12/5/2017

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Anne McIntosh, Community Development Director
Laurie Jester, Planning Manager
Ted Faturos, Assistant Planner

SUBJECT:

Conduct Public Hearing for Consideration of Amendments to the Municipal Code and Local Coastal Program (LCP) Related to Urgent Care Medical Uses (Community Development Director McIntosh).

CONDUCT PUBLIC HEARING AND INTRODUCE ORDINANCE NOS. 17-0028 AND 17-0029

RECOMMENDATION:

Staff recommends that after conducting the public hearing, the City Council introduce Ordinance No. ORD 17-0028 (Attachment 1) amending the Manhattan Beach Municipal Code and Ordinance No. ORD 17-0029 (Attachment 2) amending the Local Coastal Program (LCP) to address the urgent care land use.

FISCAL IMPLICATIONS:

There are no direct fiscal impacts as a result of the adoption of the Municipal Code and Local Coastal Program Amendments.

BACKGROUND/DISCUSSION:

On November 15, 2016 the City Council directed staff to research and gather data on the Urgent Care land use after hearing concerns from some residents regarding a new Exer Urgent Care at 3215 North Sepulveda Boulevard. Since then, the City Council has passed an Interim Zoning Ordinance (IZO) that requires any new Health Care facilities along Sepulveda Boulevard acquire a Use Permit (Ordinance No. 17-0020-U Attachment 3).

On September 13, 2017, the Planning Commission held a public hearing on the urgent care

land use. Staff attempted to define the urgent care use and presented research on a range of potential neighbor impacts that some claim would accompany an urgent care office. Staff presented research showing little if any threat of increased impacts when compared to a traditional medical office use, specifically discussing ambulance noise, potential loitering drug addicts, extended hours, parking, traffic, and laboratories. The Planning Commission discussed how to classify the urgent care land use, concluded that urgent care seems to be a land use most similar to medical office, asked staff to return with more research, and continued the public hearing to the October 11, 2017 meeting.

At the October 11, 2017 meeting, the Planning Commission reviewed additional information provided by Staff regarding specific questions the Commission asked Staff to review, including how Pasadena regulates the urgent care use, the difference between emergency rooms and doctors' offices, how the City's parking requirements for medical office uses compare to the latest recommendations from traffic professionals, and the defining characteristics of the urgent care land use. The Planning Commission, agreeing with staff, concluded that the urgent care office use does not have any greater land use impacts than many family doctors' offices. Although staff had identified some broad characteristics associated with urgent care offices, the Planning Commission felt that these traits did not have any real or significant adverse impact to the health and safety of the community and thus do not justify a higher level of scrutiny from the code or a new regulatory framework to oversee the urgent care office use.

The Planning Commission unanimously recommended to the City Council (Attachment 4- Planning Commission Resolution PC 17-08) that small modifications be made to the code and LCP that incorporates the urgent care office use into the definition of office- business and professional land use while also strengthening the definitions of the hospital use and emergency health care use to draw a sharper distinction between the three uses. The Planning Commission also recommended creating a distinct parking requirement for the urgent care office use that matches the parking requirement for medical office uses.

POLICY ALTERNATIVES:

The City Council can choose to take no action on this issue, or can direct staff to amend the draft ordinance to address urgent care uses in a different way.

PUBLIC OUTREACH/INTEREST:

A ¼ page display ad public notice for the proposed MBMC and LCP Code Amendments was published in the Beach Reporter newspaper on November 23, 2017, in compliance with state and local law and mailed to the California Coastal Commission. Interested parties, including residents and urgent care office administrators, were also emailed. The draft MBMC and LCP Amendments, including the staff report and attachments, have been made available at the Manhattan Beach County Library, the Police Department and at the Community Development Department. The staff report and attachments are also posted on the City's website

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act ("CEQA"), the Community Development Department has determined that amendments to the Municipal Code and Local Coastal Program that address the urgent care land use are exempt from the requirements of CEQA and the City's CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3).

LEGAL REVIEW

The City Attorney has approved as to form the ordinances.

CONCLUSION

Staff recommends that the City Council introduce Ordinance No. ORD 17-0028 approving amendments to the Manhattan Beach Municipal Code and Ordinance No. ORD 17-0029 approving amendments to the Local Coastal Program (LCP) to address the urgent care land use

Attachments:

1. Draft Ordinance No. 17-0028
2. Draft Ordinance No. 17-0029
3. Urgency Ordinance No. 17-0020-U
4. Planning Commission Resolution No. PC 17-08
5. Current MBMC Sections 10.08.040, 10.08.050, 10.64.030
6. Planning Commission Staff Report and Attachments - October 11, 2017
7. Planning Commission Staff Report and Attachments - September 13, 2017
8. Planning Commission Minutes - October 11, 2017
9. Planning Commission Minutes - September 13, 2017

ORDINANCE NO. 17-0028

**AN ORDINANCE OF THE CITY OF MANHATTAN BEACH
AMENDING MUNICIPAL CODE SECTIONS 10.08.040,
10.08.050, AND 10.64.030, RELATED TO URGENT CARE
OFFICES**

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH DOES ORDAIN AS FOLLOWS:

SECTION 1. On October 11, 2017, the Planning Commission conducted a duly noticed public hearing and adopted Resolution No. 17-08 recommending that the City Council adopt the proposed Zoning Code Amendments to Title 10 to refine medical-related land use classifications and the off-street parking requirements for Urgent Care Offices.

SECTION 2. On December 5, 2017, the City Council held a duly noticed public hearing regarding the proposed Zoning Code Amendments, and following receipt of all public testimony, closed the public hearing.

SECTION 3. The proposed Zoning Code Amendments are consistent with the following General Plan Goals and Policies:

Land Use Element Goal LU-6: Maintain the viability of the commercial areas of Manhattan Beach.

Land Use Element Goal LU-8: Maintain Sepulveda Boulevard, Rosecrans Avenue, and the commercial areas of Manhattan Village as regional-serving commercial districts.

SECTION 4. The proposed Amendments have been prepared in accordance with the provisions of Title 7, Division 4, Section 65853, et seq., of the State of California Government Code.

SECTION 5. Subsection E of Municipal Code Section 10.08.040 is hereby amended to read as follows, with all other portions of Municipal Code Section 10.08.040 remaining in effect without amendment:

“E. **Emergency Health Care Facility.** Facilities providing emergency medical service with no provision for continuing care on an inpatient basis. Emergency Health Care facilities are part of the emergency medical services system as defined by California Health and Safety Code.”

SECTION 6. Subsection I of Municipal Code Section 10.08.040 is hereby amended to read as follows, with all other portions of Municipal Code Section 10.08.040 remaining in effect without amendment:

“I. **Hospitals.** Facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons, primarily on an inpatient basis

where patients may be admitted for a 24-hour stay or longer. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.”

SECTION 7. Subsection S of Municipal Code Section 10.08.050 is hereby amended to read as follows, with all other portions of Municipal Code Section 10.08.050 remaining in effect without amendment:

“S. Offices, Business and Professional. Offices of firms or organizations providing professional, executive, management, or administrative services, such as architectural, engineering, graphic design, interior design, real estate, insurance, investment, legal, veterinary, and medical/dental offices, including, but not necessarily limited to: licensed or certified physicians, psychologists, psychiatrists, chiropractors, and massage, acupuncture, and acupressure therapists. Urgent care facilities that may be open beyond traditional office hours and that provide patients medical services for non-life threatening conditions usually without an appointment and without an overnight stay shall be considered a medical office. These classifications include medical/dental laboratories incidental to an office use, but excludes banks and savings and loan associations.”

SECTION 8. The Table in Municipal Code Section 10.64.030 is hereby amended to add a new row between the rows entitled “Offices, Medical and Dental” and “Pawn Shops” to read as follows, with all other portions of Municipal Code Section 10.64.030 remaining in effect without amendment:

“

Offices, Medical Urgent Care	1 per 200 sq. ft.	1
------------------------------	-------------------	---

”

SECTION 9. CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION.

The City Council determines that this ordinance is exempt from environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”). It can be seen with certainty that there is no possibility that the adoption of this Ordinance, and the regulations established hereby, may have a significant effect on the environment. In addition, the action taken herein is not a “project” within the meaning of CEQA.

SECTION 10. INTERNAL CONSISTENCY. Any provisions of the Municipal Code, or any other resolution or ordinance of the City, to the extent that they are inconsistent with this Ordinance are hereby repealed, and the City Clerk shall make any necessary changes to the Municipal Code for internal consistency.

SECTION 11. SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such

invalidity will not affect the effectiveness of the remaining provisions or their application and, to this end, the provisions of this Ordinance are severable.

SECTION 12. SAVINGS CLAUSE. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City, or within the territory comprising the City, shall waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinance

SECTION 13. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

SECTION 14. EFFECTIVE DATE. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the 31st day after its passage.

ADOPTED on December 19, 2017

AYES:
NOES:
ABSENT:
ABSTAIN

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

ORDINANCE NO. 17-0029

**AN ORDINANCE OF THE CITY OF MANHATTAN BEACH
AMENDING LOCAL COASTAL PROGRAM SECTIONS
A.08.040, A.08.050, AND A.64.030, RELATED TO URGENT
CARE OFFICES**

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH DOES ORDAIN AS FOLLOWS:

SECTION 1. On October 11, 2017, the Planning Commission conducted a duly noticed public hearing and adopted Resolution No. 17-08 recommending that the City Council adopt the proposed Local Coastal Program (LCP) Amendments to Title A to refine medical-related land use classifications and the off-street parking requirements for Urgent Care Offices.

SECTION 2. On December 5, 2017, the City Council held a duly noticed public hearing regarding the proposed LCP Amendments, and following receipt of all public testimony, closed the public hearing.

SECTION 3. The proposed text amendments are consistent with the following Local Coastal Program Policy:

II. Coastal Locating and Planning New Development Policy- II.1: Control Development within the Manhattan Beach coastal zone.

SECTION 4. Subsection E of Local Coastal Program Section A.08.040 is hereby amended to read as follows, with all other portions of Local Coastal Program Section A.08.040 remaining in effect without amendment:

“E. Emergency Health Care Facility. Facilities providing emergency medical service with no provision for continuing care on an inpatient basis. Emergency Health Care facilities are part of the emergency medical services system as defined by California Health and Safety Code.”

SECTION 5. Subsection I of Local Coastal Program Section A.08.040 is hereby amended to read as follows, with all other portions of Local Coastal Program Section A.08.040 remaining in effect without amendment:

“I. Hospitals. Facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons, primarily on an inpatient basis where patients may be admitted for a 24-hour stay or longer. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.”

SECTION 6. Subsection R of Local Coastal Program Section A.08.050 is hereby amended to read as follows, with all other portions of Local Coastal Program Section A.08.050 remaining in effect without amendment:

“R. Offices, Business and Professional. Offices of firms or organizations providing professional, executive, management, or administrative services, such as architectural, engineering, graphic design, interior design, real estate, insurance, investment, legal, veterinary, and medical/dental offices, including, but not necessarily limited to: licensed or certified physicians, psychologists, psychiatrists, chiropractors, and massage, acupuncture, and acupressure therapists. Urgent care facilities that may be open beyond traditional office hours and that provide patients medical services for non-life threatening conditions usually without an appointment and without an overnight stay shall be considered a medical office. These classifications include medical/dental laboratories incidental to an office use, but excludes banks and savings and loan associations.”

SECTION 7. Local Coastal Program Section A.64.030 is hereby amended to add a new row between the rows entitled “Offices, Medical and Dental” and “Pawn Shops” to read as follows, with all other portions of Local Coastal Program Section A.64.030 remaining in effect without amendment:

“

Offices, Medical Urgent Care	1 per 200 sq. ft.	1
------------------------------	-------------------	---

“
-

SECTION 8. CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION.

The City Council determines that this Ordinance is exempt from environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “CEQA Guidelines”). It can be seen with certainty that there is no possibility that the adoption of this Ordinance, and the regulations established hereby, may have a significant effect on the environment. In addition, the action taken herein is not a “project” within the meaning of CEQA.

SECTION 9. SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or their application and, to this end, the provisions of this Ordinance are severable.

SECTION 10. SAVINGS CLAUSE. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City, or within the territory comprising the City, shall waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinance

SECTION 11. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

SECTION 12. EFFECTIVE DATE. This Ordinance shall go into effect and be in full force after certification by the California Coastal Commission.

ADOPTED on December 19, 2017

AYES:
NOES:
ABSENT:
ABSTAIN

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

ORDINANCE NO. 17-0020-U

AN INTERIM ORDINANCE OF THE CITY OF MANHATTAN BEACH
EXTENDING AND AMENDING INTERIM ORDINANCE NO. 17-0015-U
PROHIBITING THE ESTABLISHMENT OF NEW HEALTH CARE
FACILITIES ON SEPULVEDA BOULEVARD WITHOUT A USE
PERMIT AND DECLARING THE URGENCY THEREOF

THE MANHATTAN BEACH CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Extension and Amendment of Interim Ordinance. Ordinance No. 17-0015-U, adopted August 7, 2017, provides that no application for a building permit, site plan review, or any land use entitlement shall be accepted for processing or approved for the conversion of any existing space to, or the construction of a new building for the establishment of any Health Care Facility on Sepulveda Boulevard unless the City has issued a use permit for such use prior to adoption of Ordinance No. 17-0015-U. Ordinance No. 17-0015-U is hereby amended to require a use permit prior to the conversion of any existing space to, or the construction of a new building for the establishment of any Health Care Facility on Sepulveda Boulevard. As amended, Ordinance No. 17-0015-U is hereby extended for 10 months and 15 days to and including August 6, 2018. For purposes of this Ordinance, Health Care Facility includes but is not limited to:

- A. Medical or dental offices, including, but not limited to, licensed or certified physicians, psychologists, psychiatrists, dentists, and chiropractors;
- B. Medical or dental laboratories, either as a primary use or incidental to an office use;
- C. Emergency health care facilities, hospitals, medical clinics and urgent care facilities;
- D. Assisted care facilities;
- E. Any residential care facility or adult day health center; and
- F. Convalescent facilities.

SECTION 2. This Ordinance does not apply to residential care facilities that serve six or fewer persons.

SECTION 3. Alleviation Measure Report. In accordance with California Government Code Section 65858(d), the City Council issued a written report describing the measures taken to alleviate the condition that led to the adoption of Ordinance No. 17-0015-U.

SECTION 4. Term. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code Sections 65858 and 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption. This Ordinance shall expire on August 6, 2018, unless extended by the City Council at a regularly noticed public hearing pursuant to California Government Code Section 65858.

ATTACHMENT B
PC MTG 10-11-17

SECTION 5. Hardship Exemption. In lieu of applying for a use permit, a property owner may apply for an exemption to this Ordinance based upon hardship. Hardship exemption applications shall be filed in writing with the Director of Community Development and shall contain all documentation relied upon to support the hardship claim. A hardship exemption application must be filed no later than 10 days in advance of a regular meeting of the City Council in order to be considered at such meeting; otherwise the application shall be considered at the following regular meeting. The City Council shall grant a hardship exemption upon making a finding that denial of the exemption and requiring a use permit prior to establishing a Health Care Facility would result in the applicant being deprived of all economically viable use of the property. The City Council may consider other factors in order to determine hardship.

SECTION 6. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance would have a significant effect on the environment, because the Ordinance will impose greater limitations on development in the City by temporarily requiring a use permit for new Health Care Facilities, and will thereby serve to reduce potential significant adverse environmental impacts. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 7. Penalty. 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. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.


SECTION 8. Findings. In adopting Ordinance No. 17-0015-U on August 7, 2017, the City Council made a number of legislative findings to support the adoption of that ordinance on an urgency basis. The City Council hereby extends Ordinance No. 17-0015-U on an urgency basis based upon those findings, incorporated herein by reference as if set forth in full, and the following findings. Additional time is necessary to study, plan, and develop appropriate regulations for new health care facilities along Sepulveda Boulevard. The recent proliferation of these use types along Sepulveda Boulevard has a detrimental impact on economic development goals, potential sales tax revenues, the diversity of commercial land uses, and the activation of pedestrian activity. Currently, the City is assessing the variety of health care options in the City. Due to the lack of specific use classifications, many of these health care-related uses are treated as a type of professional office and approved ministerially while others require discretionary approval. The ministerial approval of some, but not all, types of health care facilities adversely affects the variety of health care options in the City. To prevent an unbalanced mix of uses and health care options to serve the needs of residents, the City is currently studying and considering appropriate regulatory options to modernize its use classifications and definitions for health-related uses. This Ordinance is necessary to prevent the establishment of additional health care facilities that may be incompatible with surrounding uses while the City studies the appropriate locations and consistent standards for these uses.

The City Council finds that property owners are likely to submit applications for land use entitlements to establish health care facilities. The City intends to study and adopt permanent regulations within a reasonable time. The Department of Community Development, Planning Commission, the City Council, and the people of Manhattan Beach require a reasonable, limited, yet sufficient amount of time to consider and establish permanent regulations to allow needed health care facilities without causing a detrimental effect to the general welfare in the City. Given the time required to study and prepare new regulations, conduct duly noticed public hearings before the Planning Commission and the City Council, the City Council finds that this Ordinance is necessary to prevent the unregulated establishment of additional health care facilities and continued proliferation of new health care facilities.

Based upon the foregoing, the City Council hereby finds that there is a current and immediate threat to the public health, safety, or welfare if new health facilities were established on Sepulveda Boulevard without a use permit, and that, unless a use permit is granted, the approval of additional subdivisions, variances, building permits, or any other applicable entitlement for such uses which is required in order to comply with the City's Zoning Ordinance would result in that threat to public health, safety, or welfare. Due to the foregoing circumstances, it is necessary for the preservation of the public health, safety, and welfare for this Ordinance to take effect immediately. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health, and safety within the meaning of Government Code Sections 65858 and 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption.

ADOPTED on September 19, 2017.

AYES: Montgomery, Hersman, Napolitano, Howorth and Mayor Lesser.
NOES: None.
ABSENT: None.
ABSTAIN: None.



DAVID LESSER
Mayor

ATTEST:



LIZA TAMURA
City Clerk

RESOLUTION NO. 17-08

**A RESOLUTION OF THE MANHATTAN BEACH PLANNING COMMISSION
RECOMMENDING THAT THE CITY COUNCIL ADOPT AMENDMENTS TO
MUNICIPAL CODE SECTIONS 10.08.040, 10.08.050, AND 10.64.030, AND LOCAL
COASTAL PROGRAM SECTIONS A.08.040, A.08.050, AND A.64.030 RELATED TO
URGENT CARE OFFICES**

**THE PLANNING COMMISSION OF THE CITY OF MANHATTAN BEACH DOES HEREBY FIND AND
RESOLVE AS FOLLOWS:**

Section 1. The Planning Commission hereby makes the following findings:

A. On September 13, 2017 the Planning Commission conducted a duly noticed public hearing on the urgent care land use and continued the public hearing to October 11, 2017. All Health Care Facilities on Sepulveda Boulevard only, including Urgent Care, currently require a Use Permit as regulated with Interim Zoning Ordinance No 17-0020U.

B. On October 11, 2017 the Planning Commission conducted the continued public hearing from September 13, 2017, and reviewed proposed text amendments to Chapters 10.08 and 10.64 and of the Municipal Code, part of the City's Zoning Ordinance, and text amendments to Chapters A.08 and A.64 of the Local Coastal Program.

C. The Planning Commission public hearing for September 13, 2017 included a ¼ page display ad public notice published in *The Beach Reporter*, a newspaper of general circulation in Manhattan Beach.

D. The proposed text amendments have been prepared in accordance with Government Code Sections 65853, *et seq.*

E. The proposed text amendments are exempt from environmental review under the California Environmental Quality Act, (California Public Resources Code §§ 21000, *et seq.*, ("CEQA")) and the CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Therefore, the Planning Commission finds that the amendments are not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

F. The proposed text amendments are consistent with the General Plan Goals and Policies:

Land Use Element Goal LU-6: Maintain the viability of the commercial areas of Manhattan Beach.

G. The proposed text amendments are consistent with the following Local Coastal Program Policy:

II. Coastal Locating and Planning New Development Policy- Policy II.1: Control Development within the Manhattan Beach coastal zone.

Section 2. The Planning Commission hereby recommends that the City Council amend MBMC Section 10.08.040 and LCP Section A.08.040 (Public and semipublic use classifications) to substantially read as follows, with all other portions of Sections 10.08.040/A.08.040 remaining in effect without amendment:

Emergency Health Care Facility. Facilities providing emergency medical service with no provision for continuing care on an inpatient basis. Emergency Health Care facilities are part of the emergency medical services system as defined by California Health and Safety Code.

Hospitals. Facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons, primarily on an inpatient basis where patients may be admitted for a 24-hour

stay or longer. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.

Section 3. The Planning Commission hereby recommends that the City Council amend MBMC Section 10.08.050 and LCP Section A.08.050 (Commercial use classifications) to substantially read as follows, with all other portions of Sections 10.08.050/A.08.050 remaining in effect without amendment:

Offices, Business and Professional. Offices of firms or organizations providing professional, executive, management, or administrative services, such as architectural, engineering, graphic design, interior design, real estate, insurance, investment, legal, veterinary, and medical/dental offices, including, but not necessarily limited to: licensed or certified physicians, psychologists, psychiatrists, chiropractors, and massage, acupuncture, and acupressure therapists. Urgent care facilities that may be open beyond traditional office hours and that provide patients medical services for non-life threatening conditions usually without an appointment and without an overnight stay shall be considered a medical office. These classifications include medical/dental laboratories incidental to an office use, but excludes banks and savings and loan associations.

Section 4. The Planning Commission recommends that the City Council amend MBMC Section 10.64.030 and LCP Section A.64.030 (Off-street parking and loading spaces required) to add “Offices, Medical Urgent Care” between “Offices, Medical” and “Pawn Shops” to substantially read as follows, with all other portions of Sections 10.64.030 and A.64.030 remaining in effect without amendment:

Offices, Medical Urgent Care	1 per 200 sq. ft.	1
------------------------------	-------------------	---

Section 5. The Planning Commission also recommends that the City Council direct the City Clerk to make any other corresponding language changes to the MBMC and the LCP to achieve internal consistency as required.

Section 6. The Secretary to the Planning Commission shall certify to the adoption of this Resolution.

I hereby certify that the foregoing is a full, true, and correct copy of the Resolution as **ADOPTED** by the Planning Commission at its regular meeting of October 11, 2017 and that said Resolution was adopted by the following vote:

AYES: **Apostol, Seville-Jones, Morton, Burkhalter**

NOES: **None**

ABSTAIN: **None**

ABSENT: **None**

Anne McIntosh
Secretary to the Planning Commission

Rosemary Lackow
Recording Secretary

10.08.040 - Public and semipublic use classifications.

- A. **Clubs and Lodges.** Meeting, recreational, or social facilities of a private or nonprofit organization primarily for use by members or guests. This classification includes union halls, social clubs and youth centers.
- B. **Convalescent Facilities.** Establishments providing care on a twenty-four (24) hour basis for persons requiring regular medical attention, but excluding facilities providing surgical or emergency medical services.
- C. **Cultural Institutions.** Nonprofit institutions displaying or preserving objects of interest in one (1) or more of the arts or sciences. This classification includes libraries, museums, and art galleries.
- D. **Day Care, General.** Provision of non-medical care for seven (7) or more persons on a less than twenty-four (24) hour basis. This classification includes nursery schools, pre-schools, and day-care centers for children or adults.
- E. **Emergency Health Care.** Facilities providing emergency medical service with no provision for continuing care on an inpatient basis.
- F. **Farmers' Market.** A County certified farmers' market consisting of indoor or outdoor sales of produce and other agricultural products in a non-prepared condition, on a less-than-daily basis, as an accessory use to the primary use of a site.
- G. **Government Offices.** Administrative, clerical, or public contact offices of a government agency, including postal facilities, together with incidental storage and maintenance of vehicles.
- H. **Heliports.** Pads and facilities enabling takeoffs and landings by helicopter.
- I. **Hospitals.** Facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons, primarily on an inpatient basis. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.
- J. **Maintenance and Service Facilities.** Facilities providing maintenance and repair services for vehicles and equipment, and materials storage areas. This classification includes corporation yards, equipment service centers, and similar facilities.
- K. **Park and Recreation Facilities.** Noncommercial parks, playgrounds, recreation facilities, and open spaces.
- L. **Public Safety Facilities.** Facilities for public safety and emergency services, including police and fire protection.
- M. **Religious Assembly.** Facilities for religious worship and incidental religious education, but not including private schools as defined in this section.
- N. **Residential Care, General.** Twenty-four (24) hour non-medical care for seven (7) or more persons, including wards of the juvenile court, in need of personal services, supervision, protection, or assistance essential for sustaining the activities of daily living. This classification includes only those services and facilities licensed by the State of California.
- O. **Schools, Public or Private.** Educational institutions having a curriculum comparable to that required in the public schools of the State of California.
- P. **Utilities, Major.** Generating plants, electrical substations, above-ground electrical transmission lines, switching buildings, refuse collection, transfer, recycling or disposal facilities, flood control or drainage facilities, water or wastewater treatment plants, transportation or communications utilities (with the exception of telecommunications facilities regulated in Manhattan Beach Municipal Code Chapter 13.02), and similar facilities of public agencies or public utilities. A structure that may have a significant effect on surrounding uses shall be regulated under this classification.

Q. **Utilities, Minor.** Utility facilities that are necessary to support legally established uses and involve only minor structures such as electrical distribution lines, underground water and sewer lines, and recycling centers within convenience zones, as defined by the California Beverage Container Recycling and Litter Reduction Act.

(Ord. No. 1832, Amended, 01/17/91; Ord. No. 1838, Renumbered, 07/05/91; Ord. No. 1883, Amended, 07/15/93; § 3, Ord. 2075, eff. July 7, 2005)

10.08.050 - Commercial use classifications.

- A. **Adult Businesses.** Establishments based primarily on materials or performances that depict, describe, or relate to "specified sexual activities," as defined in Chapter 10.04.
- B. **Ambulance Services.** Provision of emergency medical care or transportation, including incidental storage and maintenance of vehicles.
- C. **Animal Sales and Services.**
 - 1. **Animal Boarding.** Provision of shelter and care for small animals on a commercial basis. This classification includes activities such as feeding, exercising, grooming, breeding, and incidental medical care.
 - 2. **Animal Grooming.** Provision of bathing and trimming services for small animals on a commercial basis. This classification includes boarding of domestic animals for a maximum period of forty-eight (48) hours.
 - 3. **Animal Hospitals.** Establishments where small animals receive medical and surgical treatment. This classification includes only facilities that are entirely enclosed, soundproofed, and air-conditioned. Grooming and temporary (maximum thirty (30) days) boarding of animals is included, if incidental to the hospital use.
 - 4. **Animals: Retail Sales.** Retail sales and boarding of small animals, provided such activities take place within an entirely enclosed building. This classification includes grooming, if incidental to the retail use, and boarding of animals not offered for sale for a maximum period of forty-eight (48) hours.
- D. **Artists' Studios.** Work space for artists and artisans, including individuals practicing one (1) of the fine arts or performing arts, or skilled in an applied art or craft.
- E. **Banks and Savings and Loans.** Financial institutions that provide retail banking services to individuals and businesses. This classification includes only those institutions engaged in the on-site circulation of cash money. It also includes businesses offering check-cashing facilities.
 - 1. **With Drive-up Service.** Institutions providing services accessible to persons who remain in their automobiles.
- F. **Body Art Studios.** Establishments providing body art services such as tattoos and/or body piercing. This use excludes "body piercing, incidental," as defined in Section 10.04.030.
- G. **Building Materials and Services.** Retailing, wholesaling, or rental of building supplies or equipment. This classification includes lumber yards, tool and equipment sales or rental establishments, and building contractors' yards, but excludes establishments devoted exclusively to retail sales of paint and hardware, and activities classified under Vehicle/Equipment Sales and Services, including vehicle towing services.
- H. **Catering Services.** Preparation and delivery of food and beverages for off-site consumption without provision for on-site pickup or consumption. (See also eating and drinking establishments.)
- I. **Commercial Filming.** Commercial motion picture or video photography at the same location more than six (6) days per quarter of a calendar year.
- J. **Commercial Recreation and Entertainment.** Provision of participant or spectator recreation or entertainment. This classification includes theaters, sports stadiums and arenas, amusement parks, bowling alleys, billiard parlors, poolrooms, dance halls, ice/roller skating rinks, golf courses, miniature golf courses, scale-model courses, shooting galleries, tennis/racquetball courts, health/fitness clubs, game centers which include any place open to the public in which there are more than three (3) games or amusements, including but not limited to, electronic video, pinball machines, whether coin operated or on free play and card rooms.
 - 1. **Limited.** Indoor movie theaters, game centers as defined herein, and performing arts theaters.

- K. **Communications Facilities.** Broadcasting, recording, and other communication services accomplished through electronic or telephonic mechanisms, but excluding utilities (major). This classification includes radio, television, or recording studios; telephone switching centers; and telegraph offices.
- L. **Eating and Drinking Establishments.** Businesses serving prepared food or beverages for consumption on or off the premises.
1. **With Fast-Food or Take-Out Service.** Establishments where patrons order and pay for their food at a counter or window before it is consumed and may either pick up or be served such food at a table or take it off-site for consumption.
 - a. **Drive-through.** Service from a building to persons in vehicles through an outdoor service window.
 - b. **Limited.** Establishments that do not serve persons in vehicles.
- M. **Food and Beverage Sales.** Retail sales of food and beverages for off-site preparation and consumption. Typical uses include groceries, liquor stores, or delicatessens.

Exceptions:

1. Food and beverage sales establishments (with incidental seating area) may contain a maximum area for on-site preparation and consumption of three hundred (300) square feet or ten percent (10%) of the total store area (whichever is smaller). The on-site food preparation and consumption area includes: counter (order/pickup) area, food preparation area, and seating area (maximum capacity of four (4) persons). On-site consumption of alcoholic beverages is prohibited.
 2. Food and beverage sales establishments (with no on-site consumption areas) may contain a maximum of two thousand (2,000) square feet in gross floor area and may sell prepared foods or beverages which are consumed off-site. Food and beverage sales may include, but are not limited to: breads, pastries, ice cream, frozen yogurt, candy, juices, and coffee. On-site consumption of alcoholic beverages is prohibited.
- All other establishments which sell prepared food for on-site or take-out consumption shall be classified as catering services or eating and drinking establishments.
- N. **Funeral and Interment Services.** Establishments primarily engaged in the provision of services involving the care, preparation or disposition of human dead other than in cemeteries. Typical uses include crematories, columbariums, mausoleums or mortuaries.
- O. **Laboratories.** Establishments providing medical or dental laboratory services; or establishments with less than two thousand (2,000) square feet providing photographic, analytical, or testing services. Other laboratories are classified as limited industry.
- P. **Maintenance and Repair Services.** Establishments providing appliance repair, office machine repair, or building maintenance services. This classification excludes maintenance and repair of vehicles or boats; see (vehicle/equipment repair).
- Q. **Mixed Use.** A project which has commercial and residential uses on the same site.
- R. **Nurseries.** Establishments in which all merchandise other than plants is kept within an enclosed building or a fully screened enclosure, and fertilizer of any type is stored and sold in package form only.
- S. **Offices, Business and Professional.** Offices of firms or organizations providing professional, executive, management, or administrative services, such as architectural, engineering, graphic design, interior design, real estate, insurance, investment, legal, veterinary, and medical/dental offices, including, but not necessarily limited to: licensed or certified physicians, psychologists, psychiatrists, chiropractors, and massage, acupuncture, and acupressure therapists. This classification includes medical/dental laboratories incidental to an office use, but excludes banks and savings and loan associations.

- T. **Pawn Shops.** Establishments engaged in the buying or selling of new or secondhand merchandise and offering loans secured by personal property.
- U. **Personal Improvement Services.** Provision of instructional services or facilities, including photography, fine arts, crafts, dance or music studios, driving schools, business and trade schools, and diet centers, reducing salons, and fitness studios, and massage.
- V. **Personal Services.** Provision of recurrently needed services of a personal nature. This classification includes barber and beauty shops (including incidental massage), seamstresses, tailors, shoe repair shops, dry-cleaning businesses (excluding large-scale bulk cleaning plants), photo-copying, and self-service laundries.
- W. **Psychic Advisor.** Establishments providing counseling or interpretation service pertaining to supernatural forces and influences. This includes astrology, fortune telling, and numerology.
- X. **Research and Development Services.** Establishments primarily engaged in industrial or scientific research, including limited product testing. This classification includes electron research firms or pharmaceutical research laboratories, but excludes manufacturing, except of prototypes, or medical testing and analysis.
- Y. **Retail Sales.** The retail sale and storage of merchandise not specifically listed under another use classification conducted wholly indoors unless otherwise specified by Section 10.60.080, Outdoor facilities. This classification includes department stores, drug stores, clothing stores, furniture stores, and businesses retailing the following goods: toys, hobby materials, hand-crafted items, jewelry, cameras, photographic supplies, medical supplies and equipment, electronic equipment, records, sporting goods, kitchen utensils, hardware, appliances, antiques, art supplies and services, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, and new automotive parts and accessories (excluding service and installation).
- Z. **Secondhand Appliances and Clothing Sales.** The retail sale of used appliances and clothing, by secondhand dealers. This classification excludes antique shops primarily engaged in the sale of used furniture and accessories other than appliances.
- AA. **Swap Meets, Recurring.** Retail sale or exchange of handcrafted or secondhand merchandise for a maximum period of forty-eight (48) hours, conducted by a sponsor on a more than twice yearly basis.
- BB. **Travel Services.** Establishments providing travel information and reservations to individuals and businesses. This classification excludes car rental agencies.
- CC. **Vehicle/Equipment Sales and Services.**
 - 1. **Automobile Rentals.** Rental of automobiles, including storage and incidental maintenance, but excluding maintenance requiring pneumatic lifts.
 - 2. **Automobile Washing.** Washing, waxing, or cleaning of automobiles or similar light vehicles.
 - 3. **Commercial Parking Facility.** Lots offering short-term or long-term parking to the public for a fee. Provision of off-site parking for the purpose of fulfilling a parking requirement, in accordance with Section 10.64.020(F) (Basic requirements for off-street loading and parking: Location and ownership) shall not solely constitute a commercial parking facility use.
 - 4. **Service Stations.** Establishments engaged in the retail sale of gas, diesel fuel, lubricants, parts, and accessories. This classification includes incidental maintenance and repair of automobiles and light trucks, but excludes body and fender work or repair of heavy trucks or vehicles.
 - 5. **Vehicle/Equipment Repair.** Repair of automobiles, trucks, motorcycles, mobile homes, recreational vehicles, or boats, including the sale, installation, and servicing of related equipment and parts. This classification includes auto repair shops, body and fender shops, wheel and brake shops, and tire sales and installation, but excludes vehicle dismantling or salvage and tire retreading or recapping.

6. **Vehicle/Equipment Sales and Rentals.** Sale or rental of automobiles, motorcycles, trucks, tractors, construction or agricultural equipment, manufactured homes, boats, and similar equipment, including storage and incidental maintenance.
7. **Vehicle Storage.** Storage of operative or inoperative vehicles. This classification includes storage of parking towaways, impound yards, and storage lots for automobiles, trucks, buses and recreational vehicles, but does not include vehicle dismantling.

DD. Visitor Accommodations.

1. **Hotels, Motels, and Time-Share Facilities.** Establishments offering lodging on a weekly or less than weekly basis, and having kitchens in no more than sixty percent (60%) of guest units. This classification includes eating, drinking, and banquet service associated with the facility.
 - a. **Limited.** Facilities which offer lodging without other associated services on-site such as restaurant and banquet services, and which provide associated operational or maintenance services on-site.
2. **Residential Hotels.** Buildings with six (6) or more guest rooms without kitchen facilities in individual rooms, or kitchen facilities for the exclusive use of guests, and which are intended for occupancy on a weekly or monthly basis.

EE. Warehousing and Storage, Limited. Provision of storage space for household or commercial goods within an enclosed building without direct public access to individual storage spaces. This classification includes facilities with a maximum of five thousand (5,000) square feet of gross floor area, but excludes mini-warehouses or public storage classified under wholesale, distribution and storage, and vehicle storage and storage of hazardous materials (as defined by the City Fire Department).

This classification also includes outdoor neighborhood recycling collection points encompassing no more than five hundred (500) square feet in area. The purpose of the "neighborhood recycling collection point" is the receiving of solid waste only, for private delivery to distribution/ processing locations. Solid waste in this classification includes: metals, glass, plastic, and paper.

(Ord. No. 1832, Amended, 01/17/91; Ord. No. 1838, Renumbered, 07/05/91; Ord. No. 1860, Amended, 10/29/92; Ord. No. 1891, Amended, 01/06/94; § 1, Ord. 1942, eff. February 22, 1996; § 2, Ord. 1951, eff. July 4, 1996; § 4, Ord. 1977, eff. March 5, 1998; § 2, Ord. 1999, eff. April 1, 1999 and § 3, Ord. 2155, eff. February 17, 2012)

10.64.030 - Off-street parking and loading spaces required.

Off-street parking and loading spaces shall be provided in accord with the following schedules. For off-street loading, references are to Schedule B which sets space requirements and standards for different groups of use classifications and sizes of buildings. References to spaces per square foot are to be computed on the basis of buildable floor area unless otherwise specified, and shall include allocations of shared restroom, halls and lobby area, but shall exclude area for vertical circulation, stairs or elevators. Where the use is undetermined, the Community Development Director shall determine the probable use and the number of parking and loading spaces required. In order to make this determination, the Community Development Director may require the submission of survey data from the applicant or collected at the applicant's expense.

OFF-STREET PARKING AND LOADING SPACES REQUIRED		
Use Classification	Off-Street Parking Spaces: Schedule A	Off-Street Loading Spaces: Schedule B Group Number
Residential		
Single-Family Residential: Dwelling with Buildable Floor Area (BFA), plus any exempted basement floor area, totaling less than 3,600 square feet	2 enclosed per unit. (See Minor Exception-Chapter 10.84 for existing structure provisions)	
Dwelling with Buildable Area (BFA), plus any exempted basement floor area, totaling 3,600 square feet or more	3 enclosed per unit. (See Minor Exception-Chapter 10.84 for existing structure provisions)	
Group Residential	1 per 2 beds; plus 1 per 100 sq. ft. used for assembly purposes.	1

Multifamily Residential (includes condominiums)	2 spaces, including 1 enclosed/unit. (2 enclosed per condominium unit.) In area district IV, both spaces must be enclosed. In building with less than 4 units, only 1 enclosed space is required for units with less than 550 square feet of floor area.	
Guest Parking	Condominiums: 1.0 space/unit. Apartments: 0.25 space/unit for buildings with 4 or more units. Guest parking spaces may be a compact car size. All compact spaces shall be clearly labeled "Compact." Required guest spaces for condominiums only may be in tandem configuration provided that, except for lots on The Strand, none other than resident spaces of the same unit are blocked and that such a configuration would not result in undue traffic hazard. (See following illustration "Condominium Guest Parking Provisions"). In no case shall a guest space block two tandem spaces. The dimension of standard, compact, and tandem parking spaces for all required and additional spaces shall be in accordance with the provisions of this Code.	
Residential Care, Limited	1 per 3 beds.	-
Senior Citizen	.5 per unit, plus: 1 accessible and designated guest space/5 units, one space per non-resident employee and 1 (11' w x 30' l x 10' h) loading area.	
Public and Semipublic		
Clubs and Lodges	1 per 100 sq. ft. used for assembly purposes.	3
Cultural Facilities	1 per 300 sq. ft. gross floor area plus upper level uncovered decks or terraces.	3
Day Care, General	1 per 7 children; maximum enrollment based on maximum occupancy load.	-
Government Offices	1 per 300 sq. ft. gross floor area.	2

Heliports	As specified by use permit.	-
Hospitals	1 per 1.5 beds.	3
Maintenance and Service Facilities	1 per 500 sq. ft.	1
Park and Recreation Facilities	As specified by use permit for private facilities.	As specified by Use Permit
Public Safety Facilities	As specified by the Community Development Director.	3
Religious Assembly	1 per 100 sq. ft. seating area.	3
Residential Care, General	1 per 3 beds; plus additional spaces, as specified by use permit.	3
Schools, Public or Private	As specified by use permit.	1
Utilities, Major	As specified by use permit.	1
Commercial		
Adult Businesses	1 per 250 sq. ft.	1
Ambulance Services	1 per 500 sq. ft.; plus 2 storage spaces.	-
Animal Sales and Services:		
Animal Boarding	1 per 400 sq. ft.	-
Animal Grooming	1 per 400 sq. ft.	-
Animal Hospitals	1 per 400 sq. ft.	1
Animals, Retail Sales	1 per 250 sq. ft.	1
Artists' Studios	1 per 1,000 sq. ft.	-

Banks and Savings and Loans:	1 per 300 sq. ft.	2
Drive-Up Service	Queue space for 5 cars per teller.	-
Body Art Studios	1 per 300 sq. ft.	1
Building Materials and Services	1 per 1,000 sq. ft. of lot area	1
Catering Services	1 per 400 sq. ft.	1
Commercial Recreation and Entertainment:		
Billiard/Pool Hall	1 per each pool table, plus parking associated with other uses of the establishment.	1
Bowling Alleys	4 per lane, plus 1 per 250 sq. ft. for other areas.	1
Electronic Game Centers	1 per 400 sq. ft.	-
Health/Fitness Centers	1 per 200 sq. ft. activity area, plus 1 per 250 sq. ft. for other areas.	1
Skating Rinks	1 per 5 fixed seats, or 1 per 35 sq. ft. seating area if there are no fixed seats; plus 1 per 250 sq. ft. floor area not used for seating.	1
Theaters	1 per 4 fixed seats, or 1 per 35 sq. ft. seating area if there are no fixed seats.	1
Other Commercial Recreation and Entertainment	As specified by the Community Development Director.	
Communications Facilities	1 per 500 sq. ft.	2
Eating and Drinking Establishments:		
General	1 per 50 sq. ft. seating area including cocktail lounge.	

With Live Entertainment	1 per 35 sq. ft. seating area; plus 1 per 35 sq. ft. dance floor	1
Take-Out Service	1 per 75 sq. ft. gross floor area plus outdoor seating area; plus queue space for 5 cars for drive-up service.	1
Food and Beverage Sales	1 per 200 sq. ft.	1
Furniture and Appliance Stores	1 per 600 sq. ft. if gross floor area exceeds 5,000 sq. ft.; otherwise, 1 per 200 sq. ft. Calculation shall include outdoor area used for continuous storage or display of merchandise	1
Funeral and Interment Services	1 per 50 sq. ft. seating area.	1
Hardware Stores	1 per 600 sq. ft. if gross floor area exceeds 5,000 sq. ft.; otherwise, 1 per 200 sq. ft.	1
Horticulture, Limited	1 per 2 acres.	-
Laboratories	1 per 500 sq. ft.	1
Maintenance and Repair Services	1 per 500 sq. ft.	1
Marine Sales and Services	1 per 350 sq. ft.	-
Nurseries	1 per 1,000 sq. ft. lot area for first 10,000 sq. ft.; 1 per 5,000 sq. ft. thereafter, plus 1 per 250 sq. ft. gross floor area.	-
Offices, Business and Professional	1 per 300 sq. ft.	1
Offices, Medical and Dental	1 per 200 sq. ft.	1
Pawn Shops	1 per 250 sq. ft.	1
Personal Improvement Services:	1 per 250 sq. ft.	-
Dance or Music Studio	1 per 600 sq. ft.	-

Personal Services	1 per 300 sq. ft.	1
Psychic Advisor	1 per 300 sq. ft.	-
Research and Development Services	1 per 400 sq. ft.	-
Retail Sales Not Listed Under Another Use Classification	1 per 200 sq. ft. for first 5,000 sq. ft.; 1 per 250 sq. ft. thereafter; bulk storage area for establishments over 5,000 sq. ft.; 1 per 1,000 sq. ft., or as specified by use permit.	1
Vehicle/Equipment Sales and Services: (vehicle/equipment inventory, storage, and service areas shall not be used to satisfy parking requirements)		
Automobile Rentals	1 per 400 sq. ft.; plus 2 storage spaces.	1
Automobile Washing	1 per 200 sq. ft. of sales, office, or lounge area; plus queue for 5 cars per washing station.	-
Service Stations	1 per 2,500 sq. ft. lot area; plus 1 per 500 sq. ft. of service bay and storage area.	-
Vehicle/Equipment Repair	1 per 300 sq. ft.	1
Vehicle/Equipment Sales and Rentals	1 per 1,000 sq. ft. of lot or floor area (including showrooms) devoted to sales or rentals.	1
Vehicle Storage	1 per 500 sq. ft.	-
Visitor Accommodations:		
Hotels, Motels and Time Share	1.1 per guest room; plus 1 per 50 sq. ft.	1
Facilities	banquet seating area, and 1 per passenger transport vehicle (minimum of 2 stalls) plus parking for other uses and facilities as required by this schedule.	
Limited	1.1 per guest room; plus 1 per passenger transport vehicle (minimum of 2 stalls).	-

Residential Hotels	1.1 per room.	1
Warehousing and Storage, Ltd.	1 per 1,000 sq. ft.	-
Industrial		
Industry, Custom and General	1 per 1,000 sq. ft.	2
Industry, Limited	1 per 750 sq. ft.	2
Industry, Research and Development	1 per 400 sq. ft.	2
Wholesaling, Distribution and Storage	1 per 1,500 sq. ft.	2

SCHEDULE B: LOADING SPACES REQUIRED

Gross Floor Area (sq. ft.)	Number of Spaces Required	
	10' × 20' × 10' Vertical Clearance	12' × 35' × 14' Vertical Clearance
Use Classification Group 1		
0 to 3,000		
3,001 to 15,000		0
15,001 to 50,000		1
50,001 and over		2
Use Classification Group 2		
0 to 10,000	1	
10,001 to 20,000		1

20,001 and over	1	1
Use Classification Group 3		
0 to 30,000		1
30,001 to 100,000		2
100,001 and over		3

(Ord. No. 1832, Amended, 01/17/91; Ord. No. 1838, Renumbered, 07/05/91; Ord. No. 1850, Amended, 04/02/92; Ord. No. 1891, Amended, 01/06/94; § 2, Ord. 1951, eff. July 4, 1996; § 2, Ord. 1963, eff. July 5, 1997; § 5, Ord. 1977, eff. March 5, 1998; § 2, Ord. 2050, eff. January 1, 2004; § 15, Ord. 2111, eff. March 19, 2008 and § 8, Ord. 2155, eff. February 17, 2012)

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

TO: Planning Commission

FROM: Anne McIntosh, Director of Community Development *UBJ FOR AM*

THROUGH: Laurie B. Jester, Planning Manager *UBJ*

BY: Ted Faturros, Assistant Planner *TF*

DATE: October 11, 2017

SUBJECT: Consideration of Amendments to the Municipal Code and Local Coastal Program (LCP) Related to Urgent Care Medical Uses.

RECOMMENDATION:

Staff recommends that the Planning Commission **CONDUCT** the Public Hearing and **ADOPT** the attached draft resolution recommending to the City Council approval of Municipal Code and Local Coastal Program (LCP) Amendments to address the Urgent Care land use (Draft Resolution- Attachment A).

BACKGROUND:

On November 15, 2016 the City Council directed staff to research and gather data on the Urgent Care land use after hearing concerns from some residents regarding a new Exer Urgent Care at 3215 North Sepulveda Boulevard. An IZO is in effect that requires any new Health Care facilities along Sepulveda Boulevard acquire a Use Permit (Ordinance No. 17-0020-U Attachment B).

On September 13, 2017, the Planning Commission held a public hearing on the Urgent Care land use. The Planning Commission discussed how to classify the Urgent Care land use, concluded that Urgent Care seems to be a land use most similar to medical office, asked staff to return with more research, and continued the public hearing to the October 11, 2017 meeting. The Planning Commission's September 13, 2017 Draft Minutes can be found elsewhere in the Agenda Packet, and the September 13, 2017 Planning Commission staff report and attachments with complete background is provided as Attachment I.

DISCUSSION

The Planning Commission asked staff to provide more information on how Urgent Care offices operate in order to understand how to appropriately regulate the land use. The Planning Commission asked staff to specifically address the following topics:

Pasadena's Urgent Care Requirements

Planning Commission directed staff to research Pasadena's regulations for Urgent Care offices after hearing from some community members that Pasadena requires Use Permits for Urgent Care offices. Staff researched the Pasadena Zoning Code

(Attachment C) and spoke with staff from the Pasadena Planning & Community Development Department. Staff confirmed that Pasadena, like many cities, does not have a separate land use classification for Urgent Care offices. Rather, Pasadena categorizes Urgent Care offices as an “Office- Medical” land use which falls under their “Offices- Professional & Support Uses”. Furthermore, staff confirmed that Pasadena does not require Use Permits for Urgent Care offices or Office-Medical uses within the city’s commercial and industrial zones. Pasadena does require a Use Permit for almost all uses, including Office- Medical uses, in the OS and PS zones of their City. Pasadena also requires a Use Permit for almost all new construction over 25,000 square feet within their city’s commercial and industrial zones.

Emergency Rooms and Doctors’ Offices

Planning Commission asked staff to do more research to understand what distinguishes a doctor’s office from an emergency room in order to better understand where the Urgency Care office use fits the needs of today’s patients. Emergency rooms are heavily regulated by the State and are geared towards addressing life-threatening health issues, like strokes, heart attacks, severely injured limbs, and many other ailments. It is important to note that emergency rooms are required by law to provide care to all patients, regardless of the patients’ ability to pay their medical bill. In contrast, a private primary physician’s office is not required to provide care for patients who don’t pay for their services. Many people who go to emergency rooms do not actually need the extensive care potentially offered by an emergency room, and could be just as well served for their health issue by a primary physician.

Urgent Care offices promote themselves as a more convenient and affordable alternative to both the doctor’s office and emergency room for health issues that require immediate attention but are not life threatening. Information is given on the websites of some of the Urgent Care offices operating in the City not only on the types of ailments and services these Urgent Care offices offer, but also when a patient should go to an emergency room instead of an Urgent Care office (Attachment D).

Parking Requirements

Planning Commission also asked staff to research the latest parking standards for medical office uses and urgent care facilities to ensure that the City’s parking regulations are aligned with the best practices. MBMC 10.64.030 Off Street Parking and Loading Regulations dictates that required on-site parking is based on the land use. The Code requires one on-site parking space for every 300 square feet of business and professional office use, and one on-site parking spot for every 200 square feet of medical/dental office (Attachment E). Staff categorizes Urgent Care office as a medical office, and thus requires Urgent Care facilities to meet the stricter parking requirements associated with medical/dental offices mentioned above.

The Institute of Transportation Engineers (ITE) studies parking demands for a whole range of different land uses across the nation and periodically publishes their updated findings in succeeding editions of their book *Parking Generation*. ITE has found that the “average peak period parking demand” is about one vehicle for every 200 square feet of

a clinic building (Attachment F), and one vehicle for every 310 square feet of medical-dental office building (Attachment G). The City’s Traffic Engineer Erik Zandvliet has reviewed the ITE standards and believes they are applicable to and in-line with the parking demands of land uses found in of the City. The City’s code is thus either in line or stricter than the latest recommended parking requirements from Traffic Engineering professionals. The table below synthesizes these differences.

Land Use	City’s Parking Requirement	ITE Average Peak Period Demand
Medical/Dental Office	1 space per 200 sq ft	1 space per 310 sq ft
Clinic*	1 space per 200 sq ft	1 space per 200 sq ft

*The Manhattan Beach Municipal Code does not have a specific land use classification for the “clinic” use, but in most cases staff would classify a clinic as a medical office use.

Urgent Care Operating Characteristics:

Staff has identified some broad common operating characteristics that seem to distinguish Urgent Care offices from a traditional doctor’s office. First, unlike most medical offices, Urgent Care offices allow patients to visit a doctor without previously scheduling an appointment. Patients do not have an assigned doctor, but see whoever is on duty. Second, Urgent Care offices tend to be open for more hours beyond the traditional 8am to 5pm office hours of most medical offices. Urgent Care offices also tend to be open on Saturdays and Sundays, while traditional medical offices tend to be closed on weekends. Third, some Urgent Care offices tend to offer services that might not be available to most primary care doctors’ offices, including x-rays, sutures, and some basic medical tests like performing a throat culture to determine if a patient has strep throat. Some Urgent Care offices even have pharmacies on site.

Staff has reached out to the City’s three existing and single proposed Urgent Care offices to answer some basic questions about their operations. Staff received responses from Exer Urgent Care (3245 N Sepulveda Boulevard), CVS Minute Clinic (2900 N Sepulveda Boulevard), and Torrance Memorial Urgent Care (855 Manhattan Beach Boulevard) that largely confirm staff’s characterization of the general operating characteristics of the Urgent Care office use (Attachment H). However, it should be noted that not all of the City’s existing urgent care offices neatly fit into these broad operating characteristics, with the Minute Clinic specifically insisting that they are not an Urgent Care use but rather a “walk-in clinic”. For instance, Minute Clinic inside CVS allows patients to set appointments in addition to accepting patients without appointments. Furthermore, the Minute Clinic’s 10:00am to 6:30pm weekday office hours are more in line with the hours of a traditional doctor’s office.

Some of these operating characteristics that staff has identified, however, are not necessarily exclusive to Urgent Care offices, and some primary care physicians might

incorporate characteristics one might identify with Urgent Care operations into their own practices. For instance, some primary care physicians might be open one or two Saturdays a month, or might offer x-rays or stitches for small cuts. These physicians probably don't identify or market themselves as Urgent Care offices, yet they do not neatly fit into what most people might think of as a "doctor's office".

No zoning code, including the City's, can describe and categorize every possible land use in existence. The Code instead has broad land use categorizations that allow Planning staff and the Community Development Director flexibility to determine if a proposed use falls into an existing land use categorization already found in the code. Staff and the Community Development Director exercise their judgement, trying to make sure than any land use in question matches the purpose and intent of the Code.

Policy Direction

Staff believes that the Urgent Care office use does not have any greater land use impacts than many family doctors' offices. Although staff has identified some broad characteristics associated with Urgent Care offices, staff feels that these traits do not have any real or significant adverse impact to the health and safety of the community and thus do not justify a higher level of scrutiny from the Code or a new regulatory framework to oversee the Urgent Care office use.

Staff recommends that the Planning Commission make some small modifications to the Code and LCP that incorporates the Urgent Care office use into the definition of Office-Business & Professional land use while also strengthening the definitions of the Hospital use and Emergency Health Care use to draw a sharper distinction between the three uses. Staff also recommends creating a distinct parking requirement for Urgent Care office use that matches the one on-site parking spot for every 200 square feet of building currently in place for the medical office use. See Attachment A for the Draft Resolution incorporating staff's recommended changes to the Code and LCP.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act ("CEQA"), the Community Development Department has determined that amendments to the Municipal Code and Local Coastal Program that address the Urgent Care land use are exempt from the requirements of CEQA and the City's CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3).

PUBLIC INPUT

The Planning Commission continued the public hearing from the September 13, 2017 meeting, which was properly noticed in compliance with state and local law and mailed to the California Coastal Commission. Interested parties, including residents and Urgent Care office administrators, were also emailed both for the September 13th meeting and the October 11th meeting. The draft MBMC and LCP Amendments, including the staff report and attachments, have been made available at the Manhattan Beach County Library, the Police Department and at the Community Development Department. The staff report and attachments are also posted on the City's website.

CONCLUSION

Staff recommends that the Planning Commission conduct the continued public hearing, accept testimony, and adopt a draft resolution recommending to the City Council approval of Municipal Code and Local Coastal Program (LCP) Amendments to address the Urgent Care land use.

Attachments:

- A. Draft Resolution PC 17-XX
 - B. Ordinance No. 17-0020-U- IZO Health Care Facilities
 - C. Pasadena Zoning Code: 17.80.020, 17.24.030
 - D. Information from Local Urgent Care Offices' Websites
 - E. MBMC 10.64.030 Off Street Parking and Loading Regulations
 - F. Parking Demand for Clinic Land Use- Institute of Transportation Engineers, *Parking Generation, 4th Edition*, pages 197-199
 - G. Parking Demand for Medical-Dental Office Building Land Use- Institute of Transportation Engineers, *Parking Generation, 4th Edition*, pages 208-210
 - H. Responses to Staff's Questionnaire from Exer Urgent Care, CVS Minute Clinic, and Torrance Memorial Urgent Care
 - I. Staff Report and Attachments, September 13, 2017
- cc. California Coastal Commission

THIS PAGE
INTENTIONALLY
LEFT BLANK

RESOLUTION NO. 17-_____

A RESOLUTION OF THE MANHATTAN BEACH PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL ADOPT AMENDMENTS TO MUNICIPAL CODE SECTIONS 10.08.040, 10.08.050, AND 10.64.030, AND LOCAL COASTAL PROGRAM SECTIONS A.08.040, A.08.050, AND A.64.030 RELATED TO URGENT CARE OFFICES

THE PLANNING COMMISSION OF THE CITY OF MANHATTAN BEACH DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

Section 1. The Planning Commission hereby makes the following findings:

A. On September 13, 2017 the Planning Commission conducted a duly noticed public hearing on the urgent care land use and continued the public hearing to October 11, 2017. All Health Care Facilities on Sepulveda Boulevard only, including Urgent Care, currently require a Use Permit as regulated with Interim Zoning Ordinance No 17-0020U.

B. On October 11, 2017 the Planning Commission conducted the continued public hearing from September 13, 2017, and reviewed proposed text amendments to Chapters 10.08 and 10.64 and of the Municipal Code, part of the City's Zoning Ordinance, and text amendments to Chapters A.08 and A.64 of the Local Coastal Program.

C. The Planning Commission public hearing for September 13, 2017 included a ¼ page display ad public notice published in *The Beach Recorder*, a newspaper of general circulation in Manhattan Beach.

D. The proposed text amendments have been prepared in accordance with Government Code Sections 65853, *et seq.*

E. The proposed text amendments are exempt from environmental review under the California Environmental Quality Act, (California Public Resources Code §§ 21000, *et seq.*, ("CEQA")) and the CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Therefore, the Planning Commission finds that the amendments are not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

F. The proposed text amendments are consistent with the General Plan Goals and Policies:

Land Use Element Goal LU-6: Maintain the viability of the commercial areas of Manhattan Beach.

G. The proposed text amendments are consistent with the following Local Coastal Program Policy:

II. Coastal Locating and Planning New Development Policy- Policy II.1: Control Development within the Manhattan Beach coastal zone.

Section 2. The Planning Commission hereby recommends that the City Council amend MBMC Section 10.08.040 and LCP Section A.08.040 (Public and semipublic use classifications) to substantially read as follows, with all other portions of Sections 10.08.040/A.08.040 remaining in effect without amendment:

Emergency Health Care Facility. Facilities providing emergency medical service with no provision for continuing care on an inpatient basis. Emergency Health Care facilities are part of the emergency medical services system as defined by California Health and Safety Code.

Hospitals. Facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons, primarily on an inpatient basis where patients may be admitted for a 24-hour stay or longer. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.

Section 3. The Planning Commission hereby recommends that the City Council amend MBMC Section 10.08.050 and LCP Section A.08.050 (Commercial use classifications) to substantially read as follows, with all other portions of Sections 10.08.050/A.08.050 remaining in effect without amendment:

Offices, Business and Professional. Offices of firms or organizations providing professional, executive, management, or administrative services, such as architectural, engineering, graphic design, interior design, real estate, insurance, investment, legal, veterinary, and medical/dental offices, including, but not necessarily limited to: licensed or certified physicians, psychologists, psychiatrists, chiropractors, and massage, acupuncture, and acupressure therapists. Urgent care facilities that may be open beyond traditional office hours and that provide patients routine medical services usually without an appointment and without an overnight stay shall be considered a medical office. These classifications include medical/dental laboratories incidental to an office use, but excludes banks and savings and loan associations.

Section 4. The Planning Commission recommends that the City Council amend MBMC Section 10.64.030 and LCP Section A.64.030 (Off-street parking and loading spaces required) to add “Offices, Medical Urgent Care” between “Offices, Medical” and “Pawn Shops” to substantially read as follows, with all other portions of Sections 10.64.030 and A.64.030 remaining in effect without amendment:

Offices, Medical Urgent Care	1 per 200 sq. ft.	1
------------------------------	-------------------	---

Section 5. The Planning Commission also recommends that the City Council direct the City Clerk to make any other corresponding language changes to the MBMC and the LCP to achieve internal consistency as required.

Section 6. The Secretary to the Planning Commission shall certify to the adoption of this Resolution.

I hereby certify that the foregoing is a full, true, and correct copy of the Resolution as adopted by the Planning Commission at its regular meeting of October 11, 2017 and that said Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Anne McIntosh
Secretary to the Planning Commission

Rosemary Lackow
Recording Secretary

THIS PAGE
INTENTIONALLY
LEFT BLANK

ORDINANCE NO. 17-0020-U

AN INTERIM ORDINANCE OF THE CITY OF MANHATTAN BEACH
EXTENDING AND AMENDING INTERIM ORDINANCE NO. 17-0015-U
PROHIBITING THE ESTABLISHMENT OF NEW HEALTH CARE
FACILITIES ON SEPULVEDA BOULEVARD WITHOUT A USE
PERMIT AND DECLARING THE URGENCY THEREOF

THE MANHATTAN BEACH CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Extension and Amendment of Interim Ordinance. Ordinance No. 17-0015-U, adopted August 7, 2017, provides that no application for a building permit, site plan review, or any land use entitlement shall be accepted for processing or approved for the conversion of any existing space to, or the construction of a new building for the establishment of any Health Care Facility on Sepulveda Boulevard unless the City has issued a use permit for such use prior to adoption of Ordinance No. 17-0015-U. Ordinance No. 17-0015-U is hereby amended to require a use permit prior to the conversion of any existing space to, or the construction of a new building for the establishment of any Health Care Facility on Sepulveda Boulevard. As amended, Ordinance No. 17-0015-U is hereby extended for 10 months and 15 days to and including August 6, 2018. For purposes of this Ordinance, Health Care Facility includes but is not limited to:

- A. Medical or dental offices, including, but not limited to, licensed or certified physicians, psychologists, psychiatrists, dentists, and chiropractors;
- B. Medical or dental laboratories, either as a primary use or incidental to an office use;
- C. Emergency health care facilities, hospitals, medical clinics and urgent care facilities;
- D. Assisted care facilities;
- E. Any residential care facility or adult day health center; and
- F. Convalescent facilities.

SECTION 2. This Ordinance does not apply to residential care facilities that serve six or fewer persons.

SECTION 3. Alleviation Measure Report. In accordance with California Government Code Section 65858(d), the City Council issued a written report describing the measures taken to alleviate the condition that led to the adoption of Ordinance No. 17-0015-U.

SECTION 4. Term. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code Sections 65858 and 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption. This Ordinance shall expire on August 6, 2018, unless extended by the City Council at a regularly noticed public hearing pursuant to California Government Code Section 65858.

ATTACHMENT B
PC MTG 10-11-17

SECTION 5. Hardship Exemption. In lieu of applying for a use permit, a property owner may apply for an exemption to this Ordinance based upon hardship. Hardship exemption applications shall be filed in writing with the Director of Community Development and shall contain all documentation relied upon to support the hardship claim. A hardship exemption application must be filed no later than 10 days in advance of a regular meeting of the City Council in order to be considered at such meeting; otherwise the application shall be considered at the following regular meeting. The City Council shall grant a hardship exemption upon making a finding that denial of the exemption and requiring a use permit prior to establishing a Health Care Facility would result in the applicant being deprived of all economically viable use of the property. The City Council may consider other factors in order to determine hardship.

SECTION 6. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance would have a significant effect on the environment, because the Ordinance will impose greater limitations on development in the City by temporarily requiring a use permit for new Health Care Facilities, and will thereby serve to reduce potential significant adverse environmental impacts. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 7. Penalty. 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. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.


SECTION 8. Findings. In adopting Ordinance No. 17-0015-U on August 7, 2017, the City Council made a number of legislative findings to support the adoption of that ordinance on an urgency basis. The City Council hereby extends Ordinance No. 17-0015-U on an urgency basis based upon those findings, incorporated herein by reference as if set forth in full, and the following findings. Additional time is necessary to study, plan, and develop appropriate regulations for new health care facilities along Sepulveda Boulevard. The recent proliferation of these use types along Sepulveda Boulevard has a detrimental impact on economic development goals, potential sales tax revenues, the diversity of commercial land uses, and the activation of pedestrian activity. Currently, the City is assessing the variety of health care options in the City. Due to the lack of specific use classifications, many of these health care-related uses are treated as a type of professional office and approved ministerially while others require discretionary approval. The ministerial approval of some, but not all, types of health care facilities adversely affects the variety of health care options in the City. To prevent an unbalanced mix of uses and health care options to serve the needs of residents, the City is currently studying and considering appropriate regulatory options to modernize its use classifications and definitions for health-related uses. This Ordinance is necessary to prevent the establishment of additional health care facilities that may be incompatible with surrounding uses while the City studies the appropriate locations and consistent standards for these uses.

The City Council finds that property owners are likely to submit applications for land use entitlements to establish health care facilities. The City intends to study and adopt permanent regulations within a reasonable time. The Department of Community Development, Planning Commission, the City Council, and the people of Manhattan Beach require a reasonable, limited, yet sufficient amount of time to consider and establish permanent regulations to allow needed health care facilities without causing a detrimental effect to the general welfare in the City. Given the time required to study and prepare new regulations, conduct duly noticed public hearings before the Planning Commission and the City Council, the City Council finds that this Ordinance is necessary to prevent the unregulated establishment of additional health care facilities and continued proliferation of new health care facilities.

Based upon the foregoing, the City Council hereby finds that there is a current and immediate threat to the public health, safety, or welfare if new health facilities were established on Sepulveda Boulevard without a use permit, and that, unless a use permit is granted, the approval of additional subdivisions, variances, building permits, or any other applicable entitlement for such uses which is required in order to comply with the City's Zoning Ordinance would result in that threat to public health, safety, or welfare. Due to the foregoing circumstances, it is necessary for the preservation of the public health, safety, and welfare for this Ordinance to take effect immediately. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health, and safety within the meaning of Government Code Sections 65858 and 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption.

ADOPTED on September 19, 2017.

AYES: Montgomery, Hersman, Napolitano, Howorth and Mayor Lesser.
NOES: None.
ABSENT: None.
ABSTAIN: None.



DAVID LESSER
Mayor

ATTEST:



LIZA TAMURA
City Clerk

**THIS PAGE
INTENTIONALLY
LEFT BLANK**

**ATTACHMENT B
PC MTG 10-11-17**

17.80.020 Definitions

Offices (land use).

1. **Accessory.** An office facility that is incidental and accessory to another business or sales activity that is the primary use of the structure or site.
2. **Administrative Business Professional.** An establishment providing direct, "over-the-counter" services to consumers (e.g., insurance agencies, real estate offices, travel agencies, utility company offices, etc.) and office-type facilities occupied by businesses providing professional services and/or engaged in the production of intellectual property. This use includes:
 - accounting, auditing and bookkeeping services
 - advertising agencies
 - airline, lodging chain, and rental car company reservation centers
 - architectural, engineering, planning and surveying services
 - attorneys, legal services
 - commercial art and design services
 - computer software and hardware design
 - counseling services
 - court reporting services
 - data processing services
 - detective agencies and similar services
 - educational, scientific and research organizations
 - employment, stenographic, secretarial and word processing services
 - insurance claim processing
 - literary and talent agencies
 - mail order and e-commerce transaction processing
 - management and public relations services
 - media postproduction services
 - photography and commercial art studios
 - police facility used as an office where there are no jail detention facilities or storage of vehicles except the parking of police cars
 - psychologist
 - telecommunications facility design and management
 - telemarketing
 - writers and artists offices

This use does not include "Banks and Financial Services," which are separately defined.

3. **Government.** An administrative, clerical, or public contact office of a government agency, including postal facilities, together with the incidental storage and maintenance of vehicles.
4. **Medical.** An office or health facility providing health services including, without limitation, preventative and rehabilitation treatment, diagnostic services, testing and analysis. This use includes offices providing medical, dental, surgical, rehabilitation, podiatral, optometric, chiropractic and psychiatric services, and medical or dental laboratories incidental to these offices, but exclude inpatient services and overnight accommodation.

17.24.030 - Commercial and Industrial District Land Uses and Permit Requirements

1. **Permit requirements.** [Table 2-5](#) identifies the uses of land allowed by this Zoning Code in the commercial zoning districts, and the land use permit required to establish each use, in compliance with [Section 17.21.030](#) (Allowable Land Uses and Permit Requirements). The following land use permit requirements are established by [Table 2-5](#).

Symbol	Permit Requirement	Procedure is in <u>Section</u> :
P	<u>Permitted use</u> , <u>Code</u> Compliance Certificate required.	17.61.020
MC	Conditional <u>use</u> , Minor Conditional <u>Use</u> Permit required.	17.61.050
C	Conditional <u>use</u> , Conditional <u>Use</u> Permit required.	17.61.050
E	Conditional <u>use</u> , <u>Expressive Use</u> Permit required.	17.61.060
TUP	<u>Temporary use</u> , <u>Temporary Use</u> Permit required.	17.61.040
—	<u>Use</u> not allowed. (See Section 17.21.030.A regarding <u>uses</u> not listed.)	

2. **Standards for specific land uses.** Where the last column in the tables ("Specific Use Standards") includes a section number, the regulations in the referenced section apply to the use in addition to all other applicable provisions of this Zoning Code.

Table 2-5 — Allowed Uses and Permit Requirements for Commercial and Industrial Zoning Districts

LAND <u>USE</u> ⁽¹⁾	PERMIT REQUIREMENT BY ZONE				Specific <u>Use</u> Standards
	CO	CL- ²	CG	IG	
<u>RESIDENTIAL USES</u>					
Boarding houses	—	P	—	—	
Caretaker quarters	P	P	P	MC	
Dormitories	—	P	—	—	
Fraternity/sorority housing	—	P	—	—	
Home occupations	P	P	—	—	17.50.110
Mixed-use projects	P ^(7.8)	P ^(7.8)	—	—	17.50.160

**ATTACHMENT C
PC MTG 10-11-17**

Multi-family housing	P	P	—	—	
Residential accessory uses and structures	P	P	—	—	17.50.210 , 17.50.250
Residential care facilities , general	C ⁽²⁾	C ⁽²⁾	—	—	
Residential care facilities , limited	P	P	—	—	
Single-room occupancy	—	—	P	—	17.50.300
Single-family housing	P ⁽³⁾	P ⁽³⁾	—	—	
Supportive housing	P	P	— ⁽⁴⁾	—	
Transitional housing	P	P	— ⁽⁴⁾	—	
RECREATION, EDUCATION & PUBLIC ASSEMBLY USES ^(7,9)					
Clubs, lodges, private meeting halls	C	C ⁽⁵⁾	P	P	
Colleges - Nontraditional campus setting	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
Colleges - Traditional campus setting	C ⁽²⁾	C ⁽²⁾	C ⁽²⁾	—	
Commercial entertainment	—	E ⁽⁸⁾	E ⁽⁸⁾	E ⁽⁸⁾	17.50.130
Commercial recreation - Indoor	—	—	C ⁽⁸⁾	C ⁽⁸⁾	17.50.130
Commercial recreation - Outdoor	—	—	C ⁽⁸⁾	C ⁽⁸⁾	17.50.130
Cultural institutions	P ⁽²⁾	P ⁽²⁾	P ⁽²⁾	P ⁽²⁾	
Electronic game centers	—	—	C ⁽⁸⁾	C ⁽⁸⁾	17.50.100
Internet access studios	—	—	C ⁽⁸⁾	C ⁽⁸⁾	17.50.100
Park and recreation facilities	C	C	C	C	
Religious facilities	C ⁽²⁾	C ⁽²⁾	MC ^(2,6)	—	17.50.230
With columbarium	P ⁽²⁾	P ⁽²⁾	P ⁽²⁾	—	17.50.230
With temporary homeless shelter	C	P	P	—	17.50.230
Schools - Specialized education and training	—	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
Schools - Public and private	—	C ⁽²⁾	C ⁽²⁾	—	17.50.270
Street fairs	P	P	P	P	
Tents	TUP	TUP	TUP	TUP	17.50.320

**ATTACHMENT C
PC MTG 10-11-17**

OFFICE, PROFESSIONAL & BUSINESS SUPPORT <u>USES</u> ^(7,9)					
<u>Automated teller machines (ATM)</u>	P	P	P	P	<u>17.50.060</u>
<u>Banks</u> and financial services	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
With walk-up services	P	P	P	P	<u>17.50.060</u>
<u>Business support services</u>	—	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
<u>Offices - Accessory</u>	P	P	P	P	
<u>Offices - Administrative business professional</u>	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
<u>Offices - Governmental</u>	P ⁽²⁾	P ⁽²⁾	P ⁽²⁾	C ⁽²⁾	
<u>Offices - Medical</u>	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
<u>Research and development - Offices</u>	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	<u>17.50.240</u>
<u>Work/live units</u>	—	—	C	—	<u>17.50.370</u>
<u>RETAIL SALES</u> ^(7,9)					
<u>Alcohol sales - Beer and wine</u>	C	C	C	C	<u>17.50.040</u>
<u>Alcohol sales - Full alcohol sales</u>	C	C	C	C	<u>17.50.040</u>
<u>Animal services - retail sales</u>	—	P	P	P	
<u>Bars or taverns</u>	—	C ⁽⁸⁾	C ⁽⁸⁾	C ⁽⁸⁾	<u>17.50.040</u>
With <u>live entertainment</u>	—	C	C	C	<u>17.50.130</u>
<u>Building materials and supplies sales</u>	—	—	P	P	
<u>Commercial nurseries</u>	C ⁽⁸⁾	C ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	<u>17.50.180</u>
<u>Convenience stores</u>	C	C	C	C	
<u>Firearm sales</u>	—	—	—	C ⁽⁸⁾	
<u>Food sales</u>	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
<u>Internet vehicle sales</u>	—	C ⁽⁸⁾	C ⁽⁸⁾	C ⁽⁸⁾	
<u>Liquor stores</u>	C	C	C	C	<u>17.50.070</u>
<u>Pawnshops</u>	—	—	C ⁽⁸⁾	C ⁽⁸⁾	<u>17.50.200</u>
<u>Restaurants</u>	—	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	<u>17.50.260</u>
<u>Restaurants, fast food</u>	—	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	<u>17.50.260</u>

**ATTACHMENT C
PC MTG 10-11-17**

Restaurants, formula fast food	—	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	17.50.260
Restaurants with limited live entertainment	—	P	P	P	
Restaurants with walk-up window	—	C	C	C	17.50.260
Retail sales	C ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
Seasonal merchandise sales	P	P	P	P	17.50.180
Significant tobacco retailers	—	—	C ⁽⁸⁾	C ⁽⁸⁾	17.50.330
Swap meets	—	—	C ⁽⁸⁾	C ⁽⁸⁾	
Temporary Uses	TUP	TUP	TUP	TUP	
Vehicle services - Automobile rental	—	C ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
Vehicle services - Sales and leasing	—	—	P	P	17.50.360
Vehicle services - Sales and leasing - limited	—	—	P	P	17.50.360
Vehicle services - Service stations	—	C ⁽⁸⁾	C ⁽⁸⁾	C ⁽⁸⁾	17.50.290
SERVICES ^(7,9)					
Adult day care, limited	P	P	P	—	
Adult day care, general	C ⁽²⁾	C ⁽²⁾	C ⁽²⁾	C ⁽²⁾	
Animal services - Boarding	—	—	P ⁽⁸⁾	P ⁽⁸⁾	
Animal services - Grooming	—	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
Animal services - Hospitals	—	—	P ⁽⁸⁾	P ⁽⁸⁾	17.50.050
Catering services	—	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
Charitable institutions	C ⁽²⁾	C ⁽²⁾	C ⁽²⁾	C ⁽²⁾	
Child day-care centers	P	P	P	C	17.50.080
Child day care, large care homes, 9 to 14 persons	P	P	—	—	17.50.080
Child day care, small care homes, 1 to 8 persons	P	P	P	—	
Detention facilities	—	—	—	C ⁽²⁾	
Drive-through business - Non	—	C	C	C	17.50.090

**ATTACHMENT C
PC MTG 10-11-17**

restaurants					
Drive-through business - Restaurants	—	C	C	C	17.50.090
Emergency shelters	—	—	MC	MC	
Filming, long-term	C	C	C	C	
Filming, short-term	P	P	P	P	
Laboratories	C ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
Life/care facilities	—	C	C	—	17.50.120
Lodging - Bed and breakfast inns	C ⁽⁸⁾	C ⁽⁸⁾	C ⁽⁸⁾	—	17.50.140
Lodging - Hotels, motels	—	—	C ⁽⁸⁾	C ⁽⁸⁾	17.50.150
Maintenance and repair services	—	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
Massage establishments	—	—	C ⁽⁸⁾	C ⁽⁸⁾	17.50.155
Medical services - Extended care	C ⁽²⁾	C ⁽²⁾	—	—	
Medical services - Hospitals	—	—	C ⁽²⁾	—	
Mortuaries, funeral homes	—	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
Personal improvement services	—	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
Personal services	—	P ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
Personal services, restricted	—	—	C ⁽⁸⁾	C ⁽⁸⁾	17.50.200
Printing and publishing	—	C ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	
Printing and publishing, limited	C	P	P	P	
Public maintenance & service facilities	—	—	C ⁽²⁾	C ⁽²⁾	
Public safety facilities	C ⁽²⁾	C ⁽²⁾	C ⁽²⁾	C ⁽²⁾	
Sexually oriented business	—	—	P	—	17.50.295
Vehicle services - Vehicle equipment repair	—	—	C ⁽⁸⁾	C ⁽⁸⁾	17.50.360
Vehicle services - Washing and detailing	—	—	C ⁽⁸⁾	C ⁽⁸⁾	17.50.290
Vehicle services - Washing and detailing, small-scale	—	P	P	P	17.50.290
<u>INDUSTRY, MANUFACTURING & PROCESSING USES</u> ^(7, 9)					

**ATTACHMENT C
PC MTG 10-11-17**

Commercial growing area	—	P	P	P	17.50.180
Industry, restricted	—	—	C ⁽⁸⁾	C ⁽⁸⁾	
Industry, restricted , small scale	—	P	P	P	
Industry, standard	—	—	—	P ⁽⁸⁾	
Recycling centers - Small collection facilities	C	C	C	C	17.50.220
Recycling centers - Large facilities	—	—	C ⁽⁸⁾	C ⁽⁸⁾	17.50.220
Research and Development - Non-offices	C ⁽⁸⁾	C ⁽⁸⁾	P ⁽⁸⁾	P ⁽⁸⁾	17.50.240
Wholesaling, distribution, & storage	—	—	C ⁽⁸⁾	P ⁽⁸⁾	
Wholesaling, distribution, & storage, small-scale	—	—	P	P	
TRANSPORTATION, COMMUNICATIONS & UTILITY USES					
Alternative fuel/recharging facilities ^(7,8,9)	—	C	C	C	
Accessory antenna array	P	P	P	P	
Communications facilities ^(7,8,9)	—	—	P	P	
Commercial off-street parking ^(7,9)	C	C	C	C	
Heliports	—	—	C	C	
Transportation dispatch facility	—	—	C ⁽⁸⁾	C ⁽⁸⁾	
Transportation terminals	—	—	C	C	
Trucking terminals	—	—	—	C ⁽⁶⁾	
Utility, major	C ⁽²⁾	C ⁽²⁾	C ⁽²⁾	C ⁽²⁾	
Utility, minor	P	P	P	P	
Vehicle storage ^(7,8)	—	—	C	C	
Wireless telecommunications facilities, major	C	C	C	C	17.50.310
Wireless telecommunications facilities, minor	MC	MC	MC	MC	17.50.310
Wireless telecommunications facilities,	P	P	P	P	17.50.310

**ATTACHMENT C
PC MTG 10-11-17**

SCL					
<u>TRANSIT-ORIENTED DEVELOPMENT</u>					
<u>Transit-oriented development</u> ^(7,8)	P	P	P	P	<u>17.50.340</u>

Notes:

1. See [Section 17.80.020](#) for definitions of the listed land [uses](#).
2. [Uses on sites](#) greater than two acres that were established after June 30, 1985, shall require a zone change to PS (Public, Semi-Public).
3. Allowed subject to the [development](#) standards of the RS-6 [district](#), [Section 17.22.040](#).
4. The use is permitted if it is located within a Single-Room Occupancy facility.
5. A club, lodge, or private meeting hall established prior to September 9, 1996, shall be a [permitted \(P\) use](#).
6. A minor conditional [use](#) permit is required to establish a new [use](#). An existing [use](#) is a [permitted \(P\) use](#).
7. [Use](#) subject to limitations on hours of operation. See [Section 17.40.070](#) (Hours of Operation).
8. Conditional [Use](#) Permit [approval](#) required for new construction exceeding 25,000 sq. ft. See [Section 17.61.050.J](#) for additional requirements.
9. No more than five large trucks (except trucks associated with [vehicle services - sales and leasing](#)) shall be stored on a [lot](#). This shall apply to new [uses](#) or [uses](#) which expand by more than 30 percent of [gross floor area](#).

Torrance Memorial Urgent Care Emergency or Urgency?

http://www.torrancememorial.org/Medical_Services/Urgent_Care/Emergency_or_Urgency.aspx

When to Visit Urgent Care, Go to the Emergency Room, or Call an Ambulance

When seeking medical care take a second to decide where to go. Deciding where to go can mean better, more efficient care and it can save a life.

Urgent Care

Torrance Memorial Urgent Care operates two centers, in Torrance and Manhattan Beach, designed to treat patients on a walk-in basis. Visit an Urgent Care Center when:

Symptom

- Minor fractures and sprains
- Infections, cold or flu
- Coughs, earaches, sore throats, influenza
- Fever
- Cuts needing stitches
- Rashes and skin infections
- Worsening reaction to an insect bit
- Head injuries

Emergency Room

Torrance Memorial Medical Center Emergency Care is a designated Stroke Center, as well as an emergency department approved Pediatric Center. Fully equipped to treat acute injuries and illnesses. Go to the emergency department when:

Symptom

- Head injuries on blood thinners
- Fever over 105 F
- Bleeding that won't stop
- Bad or worsening medication reaction, overdose or poisoning

Ambulance

In a life threatening emergency, the sooner a patient is treated, the better the chances of survival. Call an ambulance when:

Symptom

- Possible heart attack
- Chest pain/discomfort
- Sudden dizziness/weakness
- Heartburn, nausea or abdominal pain
- Difficulty breathing
- Pounding heart/change in heart rhythm
- Potential stroke
- Sudden numbness or weakness of the face, arm or leg, especially on side of the body
- Sudden confusion, trouble speaking or understanding
- Sudden trouble walking, dizziness or loss of balance/coordination
- Sudden trouble seeing out of one or both eyes
- Sudden, severe headache with no known cause

**ATTACHMENT D
PC MTG 10-11-17**

Providence Medical Institute - Manhattan Beach Urgent Care

[« Return to search](#)

Office information

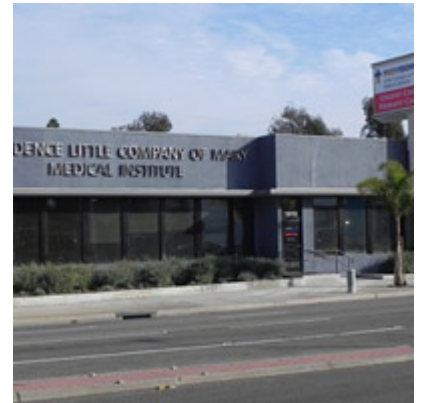
1010 N. Sepulveda Blvd.
Manhattan Beach, CA 90266

Office Phone: 1-310-376-6262
Toll Free Phone: 866-909-3627

[Maps & Directions](#)

Office hours

Mon (8:00 AM - 7:00 PM)
Tues (8:00 AM - 7:00 PM)
Wed (8:00 AM - 7:00 PM)
Thu (8:00 AM - 7:00 PM)
Fri (8:00 AM - 7:00 PM)
Sat (9:00 AM - 5:00 PM)
Sun (9:00 AM - 5:00 PM)



Our urgent care clinics provide treatment for minor illnesses or injuries that do not require hospitalization but need direct attention. Patients with life-threatening injuries, accidental poisonings, behavioral health or chemical dependency issues, or those who might be victims of a crime (such as an assault) should be seen in a hospital emergency department. In addition, if you experience a life-threatening injury or illness at any time, call 911 immediately or visit the nearest hospital emergency room.

Because we strive to provide complete care, not all patients who walk into the practice will be seen in the order they arrive. Some patient's needs may require more immediate attention from the physician. You can be assured that your care will be thorough and that you will be well cared for.

Walk-in appointments are available or let us know you're on your way with iTriage.

Services

[Urgent Care Services](#)

ATTACHMENT D
PC MTG 10-11-17

NEW! See wait times and get in line ahead of time at a MinuteClinic near you. [Get started](#)

[myhealth finder](#) [Why Choose Us?](#) [Resources](#) [Careers](#) [Español](#)

[Clinic Locator](#) [Services](#) [Insurance & Billing](#)

[Don't wait to get your flu shot. Visit today!](#)

[Home](#) : [Clinic Locator](#) : Clinic Details


Clinic Details

Set As [+myClinic](#)

Inside CVS/pharmacy
2900 Sepulveda Boulevard,
Manhattan Beach, CA 90266

MinuteClinic® hours:
M-F: 10:00 AM - 6:30 PM
Sat: 9:00 AM - 5:30 PM
Sun: 9:00 AM - 5:30 PM

Lunch hours: *
M-F: 2:00 PM - 3:00 PM
Sat: 1:00 PM - 2:00 PM
Sun: 1:00 PM - 2:00 PM

WAIT TIME 151 min approx 
[Hold place in line today](#)
[Reserve future visit](#)

[Show CVS Pharmacy Hours](#)

Questions?
Please contact MinuteClinic
Patient Support at
1-866-389-ASAP (2727).

Important information:
Clinic closing times may vary due to the number of patients waiting to be seen. Additional patients may not be able to sign in when the wait time extends past the posted clinic closing time.

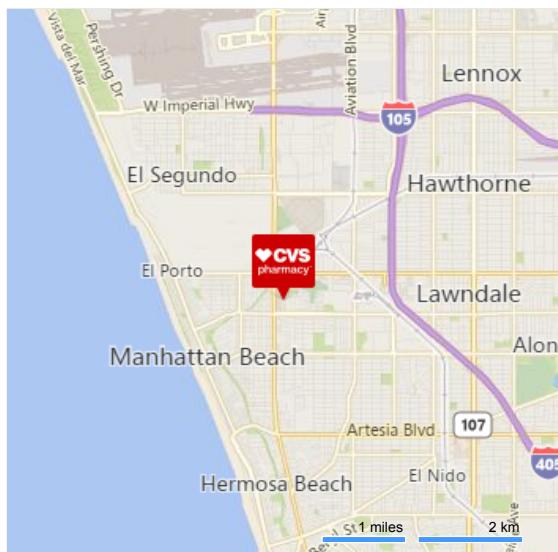
*Practitioners take a daily, required lunch break each day. Please note that lunch times shown are approximate and may vary.

Map & Directions

FROM TO MinuteClinic®
 Inside CVS/pharmacy
 2900 Sepulveda Boulevard, Manhattan
 Beach, CA 90266

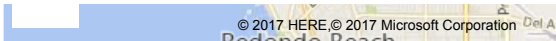
Driving Directions ▼

[Get Directions](#)



[Map keyboard shortcuts](#)

ATTACHMENT D
PC MTG 10-11-17



Available Services

Most services are available for those 18 months and older but ages for specific services may vary. Please check the individual service listings before your visit.

If you have a medical emergency or require immediate assistance due to an accident or injury, please call 911.

Minor Illnesses

- Allergy Symptoms
- Bronchitis and Coughs
- Earaches and Ear Infections
- Flu-Like Symptoms
- Gout
- Indigestion and Heartburn
- Mononucleosis
- Mouth and Oral Conditions
- Mouth and Oral Pain
- Nausea, Vomiting and Diarrhea
- Pink Eye and Styes
- Sinus Infections and Congestion
- STD Evaluate & Treat
- STD Partner Treatment
- Urinary Tract and Bladder Infections
- Zika

Minor Injuries

- Bug Bites and Stings
- Minor Burns
- Minor Cuts, Blisters and Wounds
- Splinter Removal
- Sprains, Strains and Joint Pain
- Suture and Staple Removal
- Tick Bites

Screenings and Monitoring

- A1c Check
- Basic Health Screening
- Cholesterol Screening
- Comprehensive Health Screening
- Diabetes Monitoring
- Diabetes Screening
- High Blood Pressure Evaluation
- High Cholesterol Monitoring

Skin Conditions

- Acne
- Athlete's Foot
- Chicken Pox
- Cold, Canker and Mouth Sores
- Dermatitis, Rash and Skin Irritation
- Hair Loss
- Impetigo
- Lice
- Minor Psoriasis
- Poison Ivy and Poison Oak
- Ringworm

ATTACHMENT D
PC MTG 10-11-17

- Rosacea
- Scabies
- Shingles
- Sunburn
- Swimmer's Itch
- Wart Evaluation

✓ Vaccinations and Injections

- Birth Control Injection
- DTaP (Diphtheria, Tetanus, Pertussis)
- Flu Shots
- Hepatitis A
- Hepatitis B
- HPV (Human Papillomavirus)
- IPV (Polio)
- MMR (Measles, Mumps, Rubella)
- Meningitis
- Pneumonia
- Td (Tetanus, Diphtheria)
- Tdap (Tetanus, Diphtheria, Pertussis)
- Vitamin B12 Injection

✓ Wellness and Physicals

- Camp Physicals
- DOT Physicals
- Epinephrine Injection Pen Refills
- Eyelash Lengthening Consultation
- General Medical Exams
- One-Time Medication Renewal
- Smoking Cessation
- Sports Physicals
- TB Testing
- Weight Loss Program

✓ Travel Health

- Pre-Travel Consultation
- Malaria
- Motion Sickness Prevention
- Traveler's Diarrhea Prevention and Care
- Typhoid
- Zika

✓ Women's Services

- Birth Control Care
- HPV (human papillomavirus)
- Pregnancy Evaluation
- Urinary Tract and Bladder Infections
- Yeast Infections

✓ Insurance & Billing

Payment options

Whether you're insured or uninsured, MinuteClinic has payment options to support you. We accept most insurance plans and cash, checks* and credit cards are also welcome.

Use our insurance check to see if we accept your plan or check the [Price List](#) to see how much the service will cost.

* MinuteClinic does not accept checks at our clinics inside Target.

Choose your insurance

Note: Don't see your insurance carrier or plan listed? We also

ATTACHMENT D
PC MTG 10-11-17

Choose your carrier
ABSOLUTE TOTAL CARE

Choose your plan
Absolute Total Care - MCAid Next

accept other payment methods, including cash, checks* and credit cards.

* MinuteClinic does not accept checks at our clinics inside Target.

Here's what to know when paying with insurance.

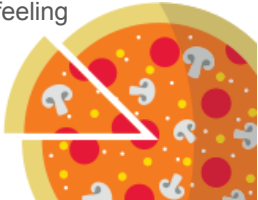
We accept most insurance plans. However, we recommend contacting your insurance company before your visit to make sure we're in network and to verify coverage for the specific service you're seeking. This will prepare you for any out-of-pocket costs (including co-pays and deductibles) that you might be responsible for.

To help determine if your insurance is accepted, we recommend taking the following steps:

1. Call the member service information number located on the back of your insurance card.
2. Inform your insurance that you will be visiting MinuteClinic.
3. Confirm your benefits and coverage for the specific service you're seeking. HMO members, please confirm your plan's rules to access MinuteClinic. Your out-of-pocket payment may be higher if you do not adhere to your plan's guidelines.
4. If you learn that the service you're seeking is not covered, you can still visit MinuteClinic and choose another method of payment. You can check our [Price List](#) to see how much the service will cost.
5. You can do a preliminary check online before you call.

Had your fill of indigestion and heartburn?


We have a gut feeling we can help.



[Service details](#)

Simple and easy TB testing.


Convenient, walk-in service.



[Service details](#)

We know allergies.

Get a customized treatment plan at MinuteClinic®.



[Service details](#)



We've earned the Gold Seal of Approval® from the Joint Commission

Sign up for our email newsletter

Email Address Go

Follow us on:



[MinuteClinic Locations](#)

[Why Choose Us](#)

[Clinical Affiliations](#)

[Services](#)

[Minor Illnesses](#)

[Minor Injuries](#)

[Screenings & Monitoring](#)

[Skin Conditions](#)

[Travel Health](#)

[Vaccinations & Injections](#)

[Insurance & Billing](#)

[Insurance Check](#)

[Online Bill Pay](#)

[Careers](#)

[About Us](#)

[Newsroom](#)

[History](#)

[Executive Team](#)

[Quality](#)

[Blogger Hub](#)

[Help](#)

[FAQs](#)

[Site Map](#)

[Contact Us](#)

[Zika Virus Information](#)

[Mobile App](#)

[Privacy](#)

[Privacy Policy](#)

[Notice of Privacy Practices](#)

[Non-Discrimination Policy](#)

[CVS Health Corporate Information](#)

[CVSHealth.com](#)

[Investors](#)

[Newsroom](#)

[Social Responsibility](#)

[CVS/pharmacy Stores](#)

[Cancel a Visit](#)

**ATTACHMENT D
PC MTG 10-11-17**

NEW! See wait times and get in line ahead of time at a MinuteClinic near you. Get started

myhealth finder Why Choose Us? Resources Careers Español

Search

Clinic Locator Services Insurance & Billing

Don't wait to get your flu shot. Visit today!

Home : Insurance & Billing : Price List

Insurance & Billing

- Insurance Check
- Online Bill Pay
- Price List**

Price List

Quality and affordability . Hand in hand.

We have convenient, quality care at a lower cost than other health care providers.*

If you will be using insurance, we recommend contacting your insurance company before your visit to be sure that the service you're seeking is covered. Your payment responsibility may vary based on your insurance coverage.

If you're uninsured or prefer to pay out of pocket, we welcome cash, checks* and credit cards.

Our charges vary based on the number of symptoms or conditions a patient has, and whether we provide more than one service. Most visits fall within the ranges provided but charges can exceed these ranges in more complex cases.

Make sure to check the individual [service pages](#) for age and service restrictions.

Lab, tests and additional services may result in additional charges. Labs and tests cannot be purchased separately and are only performed as part of a standard visit.

- [Minor Illnesses](#) | [Minor Injuries](#) | [Skin Conditions](#) | [Wellness & Physicals](#)
- [Screenings & Monitoring](#) | [Vaccinations & Injections](#) | [Travel Health](#) | [Women's Services](#) |
- [Labs & Tests](#)

Minor illnesses \$89 – \$129

- | | |
|---------------------------|------------------------------------|
| Allergy symptoms | Mononucleosis (mono) |
| Bronchitis & coughs | Nausea, vomiting & diarrhea |
| Earaches & ear infections | Sinus infections & congestion |
| Flu-like symptoms | Sore & strep throat |
| Gout | STD partner treatment |
| Indigestion & Heartburn | Upper respiratory infections |
| Mouth & oral conditions | Urinary tract & bladder infections |
| Mouth & oral pain | Zika |

Minor injuries \$89 – \$129

- | | |
|-------------------------------|-------------------------------|
| Bug bites & stings | Sprains, strains & joint pain |
| Minor burns | Suture & staple removal |
| Minor cuts, blisters & wounds | Tick bites |
| Splinter removal | |

Skin conditions \$89 – \$129

- | | |
|------|-------------------------|
| Acne | Poison ivy & poison oak |
|------|-------------------------|

ATTACHMENT D
PC MTG 10-11-17

Athlete's foot	Ringworm
Chicken pox	Rosacea
Cold, canker & mouth sores	Scabies
Dermatitis, rashes & skin irritations	Shingles
Hair Loss	Sunburn
Impetigo	Swimmer's itch
Lice	Wart evaluation
Minor Psoriasis	

Wellness & physicals

General medical exams (excludes annual physicals)	\$89
Camp physicals	\$69
DOT physical	\$109
DOT physical follow up	\$35
Sports physicals	\$69
Ear wax removal	\$89 – \$99
Epinephrine injection pen refills	\$69 – \$99
Eyelash lengthening consultation	\$59
One-time medication renewal	\$69 – \$99
Start to Stop® smoking cessation program	
Smoking cessation assessment	\$59
Smoking cessation follow up	\$49 each
TB test	\$35
TB test reading	\$30
Weight loss program	
Weight loss assessment	\$69
Weight loss follow-up & coaching	\$59 each

Insurance is not accepted for physicals, TB testing, and eyelash lengthening consultations. Payment is due at time of visit.

Screenings & monitoring

Basic health screenings	\$59 – \$69
Cholesterol screenings	\$59 – \$69
Comprehensive health screenings	\$59 – \$69*
Diabetes screenings (glucose)	\$59 – \$69
A1c checks	\$59
Diabetes monitoring	\$79 – \$99
Hepatitis C test screenings (New York and Hawaii only)	\$59 – \$69*
High blood pressure monitoring	\$79 – \$99
High cholesterol monitoring	\$79 – \$99

*Plus additional laboratory fees, see service page for details

ATTACHMENT D
PC MTG 10-11-17

Vaccinations & injections

Birth Control Injection	\$109
DTaP (diphtheria, tetanus, pertussis)	\$105
Flu	
Seasonal	\$45
High dose	\$70
Hepatitis A	
Adult	\$145
Child	\$118
Hepatitis B	
Adult	\$145
Child	\$118
HPV (human papillomavirus)	\$240 each
IPV (polio)	\$115
Meningitis	\$159
MMR (measles, mumps, rubella)	\$135
Pneumonia	
Pevnar 13®	\$211
Pneumovax® 23	\$120
Td (tetanus, diphtheria)	\$75
Tdap (tetanus, diphtheria, pertussis)	\$95
Vitamin B12 injections	\$29

*Cost of birth control injection includes administrative fee. If patient arrives with medication, only \$28 administration fee will be charged to patient.

Travel Health

Malaria	\$59 – \$69
Motion sickness prevention	\$89 – \$99
Traveler's diarrhea prevention & care	\$59 – \$69
Typhoid	\$142

Women's Services

Birth control care	\$59 – \$69
Birth Control Injection	\$109
HPV (human papillomavirus)	\$240 each
Pregnancy evaluation	\$69 – \$99
Urinary tract & bladder infections	\$59 – \$129
Yeast Infections	\$89 – \$129

ATTACHMENT D
PC MTG 10-11-17

*Cost of birth control injection includes administrative fee. If patient arrives with medication, only \$28 administration fee will be charged to patient.

In-clinic labs & tests (only available in conjunction with a standard service)

A1c test	\$32
Adeno test (viral pink eye)	\$25
Blood sugar test	\$25
Flu test influenza A	\$35
Flu test influenza B	\$35
Lipid panel (cholesterol screen)	\$37
Mono test	\$22
Pregnancy test	\$25
Strep test (rapid)	\$35
Urine dip stick	\$35

Send-out labs & tests (only available in conjunction with a standard service)

Strep test (follow up)	
Urine culture	

These tests are performed by an outside laboratory. You will be billed directly by the laboratory for these services. Pricing may vary based on insurance coverage. You should contact your insurance company for more information. If you are a cash pay patient, you should contact Patient Support at 1-866-389-ASAP (2727) and select option 2.

Prices are as of 05/1/15 and are subject to change.

* MinuteClinic does not accept checks at our clinics inside Target.



We've earned the Gold Seal of Approval® from the Joint Commission

Sign up for our email newsletter

Follow us on:



[MinuteClinic Locations](#)

[Why Choose Us](#)

[Clinical Affiliations](#)

[Services](#)

[Minor Illnesses](#)

[Minor Injuries](#)

[Screenings & Monitoring](#)

[Skin Conditions](#)

[Travel Health](#)

[Vaccinations & Injections](#)

[Wellness & Physicals](#)

[Women's Services](#)

[Price List](#)

[Insurance & Billing](#)

[Insurance Check](#)

[Online Bill Pay](#)

[Careers](#)

[About Us](#)

[Newsroom](#)

[History](#)

[Executive Team](#)

[Quality](#)

[Blogger Hub](#)

[Email Hub](#)

[Help](#)

[FAQs](#)

[Site Map](#)

[Contact Us](#)

[Zika Virus Information](#)

[Mobile App](#)

[Privacy](#)

[Privacy Policy](#)

[Notice of Privacy Practices](#)

[Non-Discrimination Policy](#)

[Social Policy](#)

[CVS Health Corporate Information](#)

[CVSHealth.com](#)

[Investors](#)

[Newsroom](#)

[Social Responsibility](#)

[CVS/pharmacy Stores](#)

[Cancel a Visit](#)

**ATTACHMENT D
PC MTG 10-11-17**

[Feedback](#)

NEW! See wait times and get in line ahead of time at a MinuteClinic near you. [Get started](#)

[myhealth finder](#) [Why Choose Us?](#) [Resources](#) [Careers](#) [Español](#)

Don't wait to get your flu shot. Visit today!

[Clinic Locator](#) [Services](#) [Insurance & Billing](#)

[Home](#) : [Services](#)

Minor Illnesses
Minor Injuries
Screenings and Monitoring
Skin Conditions
Vaccinations and Injections
Wellness and Physicals
Travel Health
Women's Services
Price List

Services

Get better and stay healthy

Our convenient services and experienced practitioners make health care easier.

MinuteClinic® walk-in medical clinics are staffed by nurse practitioners and physician assistants* who specialize in family health care. We care for children and adults, every day with no appointment needed.

More services to help you stay healthy

While life happens, we can help you feel better:

Check back often to see what's new

- Typhoid Vaccine
- Malaria vaccine
- Dermatitis, Rashes & Skin Irritations
- Eczema
- Minor Psoriasis

Care from experienced practitioners

Our practitioners:

- Diagnose, treat and write prescriptions for common family illnesses such as strep throat, bladder infections, pink eye, and infections of the ears, nose and throat
- Provide common vaccinations for flu, pneumonia, pertussis and hepatitis, among others
- Treat minor wounds, abrasions, joint sprains, and skin conditions such as poison ivy, ringworm, lice and acne
- Provide a wide range of wellness services including TB testing, sports and camp physicals, and lifestyle programs such as smoking cessation and a medically based weight loss program
- Offer routine lab tests, instant results and education for those with diabetes, high cholesterol or high blood pressure
- Provide care to adults and children 18 months and older for most services**
- Share records with primary care provider with patient permission

We suggest reading the What to Know sections on the service pages. This will help you to prepare and get the most out of your visit.

Patients with the following should not seek care at MinuteClinic:

- Severe chest pain
- Severe shortness of breath or difficulty breathing
- Suspected poisoning
- Children with temperatures of 105+ °F or more
- Adults with temperatures of 103+ °F or more
- Patients with a fever lasting more than 72 hours (applies to Kentucky only)
- Conditions that require our practitioners to prescribe controlled substances

**ATTACHMENT D
PC MTG 10-11-17**

Patients with conditions or health needs outside of our clinical scope will be directed to other health care providers within the community.

Which would you like to explore?

- [Minor Illnesses](#)
- [Minor Injuries](#)
- [Screenings & monitoring](#)
- [Skin conditions](#)
- [Vaccines & injections](#)
- [Wellness & physicals](#)
- [Travel health](#)
- [Women's services](#)
- [Price list](#)

Disclaimer: If you have a medical emergency or require immediate assistance due to an accident or injury, please call 911.

*MinuteClinic® employs physician assistants in select states. [See here for details.](#)

**MinuteClinic sees patients 24 months or older for most services in Kentucky. Age restrictions vary by service. Please see service pages for additional details.



We've earned the Gold Seal of Approval® from the Joint Commission

Sign up for our email newsletter

Follow us on:



MinuteClinic Locations

- [Why Choose Us](#)
- [Clinical Affiliations](#)

Services

- [Minor Illnesses](#)
- [Minor Injuries](#)
- [Screenings & Monitoring](#)
- [Skin Conditions](#)
- [Travel Health](#)
- [Vaccinations & Injections](#)
- [Wellness & Physicals](#)
- [Women's Services](#)
- [Price List](#)

Insurance & Billing

- [Insurance Check](#)
- [Online Bill Pay](#)

Careers

- [About Us](#)
- [Newsroom](#)
- [History](#)
- [Executive Team](#)
- [Quality](#)
- [Blogger Hub](#)
- [Email Hub](#)

Help

- [FAQs](#)
- [Site Map](#)
- [Contact Us](#)
- [Zika Virus Information](#)
- [Mobile App](#)
- [Privacy](#)
- [Privacy Policy](#)
- [Notice of Privacy Practices](#)
- [Non-Discrimination Policy](#)
- [Social Policy](#)

CVS Health Corporate Information

- [CVSHealth.com](#)
- [Investors](#)
- [Newsroom](#)
- [Social Responsibility](#)
- [CVS/pharmacy Stores](#)
- [Cancel a Visit](#)

[Feedback](#)

10.64.030 - Off-street parking and loading spaces required.

Off-street parking and loading spaces shall be provided in accord with the following schedules. For off-street loading, references are to Schedule B which sets space requirements and standards for different groups of use classifications and sizes of buildings. References to spaces per square foot are to be computed on the basis of buildable floor area unless otherwise specified, and shall include allocations of shared restroom, halls and lobby area, but shall exclude area for vertical circulation, stairs or elevators. Where the use is undetermined, the Community Development Director shall determine the probable use and the number of parking and loading spaces required. In order to make this determination, the Community Development Director may require the submission of survey data from the applicant or collected at the applicant's expense.

OFF-STREET PARKING AND LOADING SPACES REQUIRED		
Use Classification	Off-Street Parking Spaces: Schedule A	Off-Street Loading Spaces: Schedule B Group Number
Residential		
Single-Family Residential: Dwelling with Buildable Floor Area (BFA), plus any exempted basement floor area, totaling less than 3,600 square feet	2 enclosed per unit. (See Minor Exception-Chapter 10.84 for existing structure provisions)	
Dwelling with Buildable Area (BFA), plus any exempted basement floor area, totaling 3,600 square feet or more	3 enclosed per unit. (See Minor Exception-Chapter 10.84 for existing structure provisions)	
Group Residential	1 per 2 beds; plus 1 per 100 sq. ft. used for assembly purposes.	1
Multifamily Residential (includes	2 spaces, including 1 enclosed/unit. (2 enclosed per	

condominiums)	condominium unit.) In area district IV, both spaces must be enclosed. In building with less than 4 units, only 1 enclosed space is required for units with less than 550 square feet of floor area.	
Guest Parking	Condominiums: 1.0 space/unit. Apartments: 0.25 space/unit for buildings with 4 or more units. Guest parking spaces may be a compact car size. All compact spaces shall be clearly labeled "Compact." Required guest spaces for condominiums only may be in tandem configuration provided that, except for lots on The Strand, none other than resident spaces of the same unit are blocked and that such a configuration would not result in undue traffic hazard. (See following illustration "Condominium Guest Parking Provisions"). In no case shall a guest space block two tandem spaces. The dimension of standard, compact, and tandem parking spaces for all required and additional spaces shall be in accordance with the provisions of this Code.	
Residential Care, Limited	1 per 3 beds.	-
Senior Citizen	.5 per unit, plus: 1 accessible and designated guest space/5 units, one space per non-resident employee and 1 (11' w x 30' l x 10' h) loading area.	
Public and Semipublic		
Clubs and Lodges	1 per 100 sq. ft. used for assembly purposes.	3
Cultural Facilities	1 per 300 sq. ft. gross floor area plus upper level uncovered decks or terraces.	3
Day Care, General	1 per 7 children; maximum enrollment based on maximum occupancy load.	-
Government Offices	1 per 300 sq. ft. gross floor area.	2
Heliports	As specified by use permit.	-

Hospitals	1 per 1.5 beds.	3
Maintenance and Service Facilities	1 per 500 sq. ft.	1
Park and Recreation Facilities	As specified by use permit for private facilities.	As specified by Use Permit
Public Safety Facilities	As specified by the Community Development Director.	3
Religious Assembly	1 per 100 sq. ft. seating area.	3
Residential Care, General	1 per 3 beds; plus additional spaces, as specified by use permit.	3
Schools, Public or Private	As specified by use permit.	1
Utilities, Major	As specified by use permit.	1
Commercial		
Adult Businesses	1 per 250 sq. ft.	1
Ambulance Services	1 per 500 sq. ft.; plus 2 storage spaces.	-
Animal Sales and Services:		
Animal Boarding	1 per 400 sq. ft.	-
Animal Grooming	1 per 400 sq. ft.	-
Animal Hospitals	1 per 400 sq. ft.	1
Animals, Retail Sales	1 per 250 sq. ft.	1
Artists' Studios	1 per 1,000 sq. ft.	-
Banks and Savings and Loans:	1 per 300 sq. ft.	2

Drive-Up Service	Queue space for 5 cars per teller.	-
Body Art Studios	1 per 300 sq. ft.	1
Building Materials and Services	1 per 1,000 sq. ft. of lot area	1
Catering Services	1 per 400 sq. ft.	1
Commercial Recreation and Entertainment:		
Billiard/Pool Hall	1 per each pool table, plus parking associated with other uses of the establishment.	1
Bowling Alleys	4 per lane, plus 1 per 250 sq. ft. for other areas.	1
Electronic Game Centers	1 per 400 sq. ft.	-
Health/Fitness Centers	1 per 200 sq. ft. activity area, plus 1 per 250 sq. ft. for other areas.	1
Skating Rinks	1 per 5 fixed seats, or 1 per 35 sq. ft. seating area if there are no fixed seats; plus 1 per 250 sq. ft. floor area not used for seating.	1
Theaters	1 per 4 fixed seats, or 1 per 35 sq. ft. seating area if there are no fixed seats.	1
Other Commercial Recreation and Entertainment	As specified by the Community Development Director.	
Communications Facilities	1 per 500 sq. ft.	2
Eating and Drinking Establishments:		
General	1 per 50 sq. ft. seating area including cocktail lounge.	
With Live Entertainment	1 per 35 sq. ft. seating area; plus 1 per 35 sq. ft. dance floor	1

Take-Out Service	1 per 75 sq. ft. gross floor area plus outdoor seating area; plus queue space for 5 cars for drive-up service.	1
Food and Beverage Sales	1 per 200 sq. ft.	1
Furniture and Appliance Stores	1 per 600 sq. ft. if gross floor area exceeds 5,000 sq. ft.; otherwise, 1 per 200 sq. ft. Calculation shall include outdoor area used for continuous storage or display of merchandise	1
Funeral and Interment Services	1 per 50 sq. ft. seating area.	1
Hardware Stores	1 per 600 sq. ft. if gross floor area exceeds 5,000 sq. ft.; otherwise, 1 per 200 sq. ft.	1
Horticulture, Limited	1 per 2 acres.	-
Laboratories	1 per 500 sq. ft.	1
Maintenance and Repair Services	1 per 500 sq. ft.	1
Marine Sales and Services	1 per 350 sq. ft.	-
Nurseries	1 per 1,000 sq. ft. lot area for first 10,000 sq. ft.; 1 per 5,000 sq. ft. thereafter, plus 1 per 250 sq. ft. gross floor area.	-
Offices, Business and Professional	1 per 300 sq. ft.	1
Offices, Medical and Dental	1 per 200 sq. ft.	1
Pawn Shops	1 per 250 sq. ft.	1
Personal Improvement Services:	1 per 250 sq. ft.	-
Dance or Music Studio	1 per 600 sq. ft.	-
Personal Services	1 per 300 sq. ft.	1

Psychic Advisor	1 per 300 sq. ft.	-
Research and Development Services	1 per 400 sq. ft.	-
Retail Sales Not Listed Under Another Use Classification	1 per 200 sq. ft. for first 5,000 sq. ft.; 1 per 250 sq. ft. thereafter; bulk storage area for establishments over 5,000 sq. ft.; 1 per 1,000 sq. ft., or as specified by use permit.	1
Vehicle/Equipment Sales and Services: (vehicle/equipment inventory, storage, and service areas shall not be used to satisfy parking requirements)		
Automobile Rentals	1 per 400 sq. ft.; plus 2 storage spaces.	1
Automobile Washing	1 per 200 sq. ft. of sales, office, or lounge area; plus queue for 5 cars per washing station.	-
Service Stations	1 per 2,500 sq. ft. lot area; plus 1 per 500 sq. ft. of service bay and storage area.	-
Vehicle/Equipment Repair	1 per 300 sq. ft.	1
Vehicle/Equipment Sales and Rentals	1 per 1,000 sq. ft. of lot or floor area (including showrooms) devoted to sales or rentals.	1
Vehicle Storage	1 per 500 sq. ft.	-
Visitor Accommodations:		
Hotels, Motels and Time Share	1.1 per guest room; plus 1 per 50 sq. ft.	1
Facilities	banquet seating area, and 1 per passenger transport vehicle (minimum of 2 stalls) plus parking for other uses and facilities as required by this schedule.	
Limited	1.1 per guest room; plus 1 per passenger transport vehicle (minimum of 2 stalls).	-
Residential Hotels	1.1 per room.	1

Warehousing and Storage, Ltd.	1 per 1,000 sq. ft.	-
Industrial		
Industry, Custom and General	1 per 1,000 sq. ft.	2
Industry, Limited	1 per 750 sq. ft.	2
Industry, Research and Development	1 per 400 sq. ft.	2
Wholesaling, Distribution and Storage	1 per 1,500 sq. ft.	2

SCHEDULE B: LOADING SPACES REQUIRED

Gross Floor Area (sq. ft.)	Number of Spaces Required	
	10' x 20' x 10' Vertical Clearance	12' x 35' x 14' Vertical Clearance
Use Classification Group 1		
0 to 3,000		
3,001 to 15,000		0
15,001 to 50,000		1
50,001 and over		2
Use Classification Group 2		
0 to 10,000	1	
10,001 to 20,000		1
20,001 and over	1	1

Use Classification Group 3		
0 to 30,000		1
30,001 to 100,000		2
100,001 and over		3

(Ord. No. 1832, Amended, 01/17/91; Ord. No. 1838, Renumbered, 07/05/91; Ord. No. 1850, Amended, 04/02/92; Ord. No. 1891, Amended, 01/06/94; § 2, Ord. 1951, eff. July 4, 1996; § 2, Ord. 1963, eff. July 5, 1997; § 5, Ord. 1977, eff. March 5, 1998; § 2, Ord. 2050, eff. January 1, 2004; § 15, Ord. 2111, eff. March 19, 2008 and § 8, Ord. 2155, eff. February 17, 2012)

Land Use: 630 Clinic

Description

A clinic is any facility that provides limited diagnostic and outpatient care but is unable to provide prolonged in-house medical and surgical care. Clinics commonly have lab facilities, supporting pharmacies and a wide range of services (compared to the medical office, which may only have specialized or individual physicians). Hospital (Land Use 610) and medical-dental office building (Land Use 720) are related uses.

Database Description

The database consisted of a mix of suburban and urban sites. Parking demand rates at the suburban sites were similar to those at urban sites and, therefore, the data were combined and analyzed together.

- Average parking supply ratio: 6.4 spaces per 1,000 square feet (sq. ft.) gross floor area (GFA) (three study sites) and 1.1 spaces per employee (two study sites).

Parking demand rates were provided based on the number of employees for two suburban sites. One site was 64,000 sq. ft. GFA in size. Parking demand was observed for six nonconsecutive hours between 8:00 a.m. and 7:00 p.m. at this site. The peak period parking demand ratio was 0.84 spaces per employee. The peak period occurred between 10:00 and 11:00 a.m. The other site was 9,800 sq. ft. GFA in size. Parking demand was observed for nine consecutive hours between 9:00 a.m. and 6:00 p.m. at this site. The peak period parking demand ratio was 0.80 spaces per employee. The peak period occurred between 1:00 and 2:00 p.m.

One site was observed on a Sunday. The study found the Sunday peak parking demand to be similar to the weekday peak demand at the same study site.

The following table presents the time-of-day distribution of parking demand at the one survey site with continuous parking demand data, based on building GFA as the independent variable.

<i>Based on Vehicles per 1,000 sq. ft. GFA</i>	<i>Weekday</i>	
Hour Beginning	Percent of Peak Period	Number of Data Points*
12:00–4:00 a.m.	–	0
5:00 a.m.	–	0
6:00 a.m.	–	0
7:00 a.m.	–	0
8:00 a.m.	–	0
9:00 a.m.	73	1
10:00 a.m.	82	1
11:00 a.m.	73	1
12:00 p.m.	86	1
1:00 p.m.	100	1
2:00 p.m.	91	1
3:00 p.m.	91	1
4:00 p.m.	82	1
5:00 p.m.	73	1
6:00 p.m.	–	0
7:00 p.m.	–	0
8:00 p.m.	–	0
9:00 p.m.	–	0
10:00 p.m.	–	0
11:00 p.m.	–	0

* Subset of database

Land Use: 630 Clinic

Study Sites/Years

Canada:
Windsor, ON (1986)

United States:
Glen Ellyn, IL (1976); Santa Rosa, CA (1984); Syracuse, NY (1984); West Hartford, CT (1984); Santa Barbara, CA (2004)

4th Edition Source Number

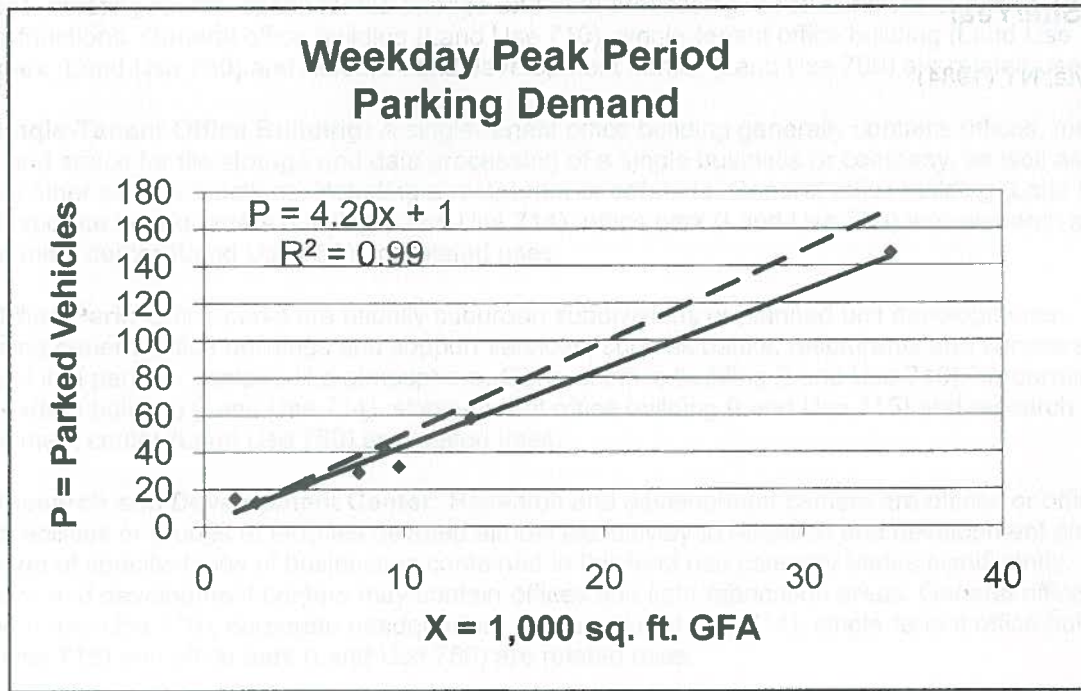
1015

Time Period	Number of Vehicles	Percentage of Total
11:00 a.m.	0	0%
10:00 a.m.	0	0%
9:00 a.m.	0	0%
8:00 a.m.	0	0%
7:00 a.m.	0	0%
6:00 a.m.	0	0%
5:00 p.m.	73	13%
4:00 p.m.	82	15%
3:00 p.m.	97	18%
2:00 p.m.	97	18%
1:00 p.m.	100	18%
12:00 p.m.	100	18%
11:00 a.m.	100	18%
10:00 a.m.	100	18%
9:00 a.m.	100	18%
8:00 a.m.	100	18%
7:00 a.m.	100	18%
6:00 a.m.	100	18%
5:00 a.m.	100	18%
4:00 a.m.	100	18%
3:00 a.m.	100	18%
2:00 a.m.	100	18%
1:00 a.m.	100	18%
12:00 a.m.	100	18%

Land Use: 630 Clinic

Average Peak Period Parking Demand vs. 1,000 sq. ft. GFA On a: Weekday

Statistic	Peak Period Demand
Peak Period	9:00–10:00 a.m.
Number of Study Sites	8
Average Size of Study Sites	10,400 sq. ft. GFA
Average Peak Period Parking Demand	4.94 vehicles per 1,000 sq. ft. GFA
Standard Deviation	1.99
Coefficient of Variation	40%
Range	3.28–9.68 vehicles per 1,000 sq. ft. GFA
85th Percentile	4.96 vehicles per 1,000 sq. ft. GFA
33rd Percentile	4.29 vehicles per 1,000 sq. ft. GFA



◆ Actual Data Points — Fitted Curve - - - Average Rate

THIS PAGE
INTENTIONALLY
LEFT BLANK

Land Use: 720 Medical-Dental Office Building

Description

A medical-dental office building is a facility that provides diagnoses and outpatient care on a routine basis but is unable to provide prolonged in-house medical and surgical care. Clinic (Land Use 630) is a related use.

Database Description

The database consisted of a mix of urban and suburban sites. Parking demand rates at the suburban sites were similar to those at urban sites and, therefore, the data were combined and analyzed together.

- Average parking supply ratio: 4.0 spaces per 1,000 square feet (sq. ft.) gross floor area (GFA) (77 study sites).

The two study sites with weekend parking demand observations had Saturday peak demand rates 18 and 25 percent less than the weekday peak demand rates for the same study sites.

The following table presents the time-of-day distribution of parking demand, based on data from sites with at least five hours of continuous count data.

Based on Vehicles per 1,000 sq. ft. GFA	Weekday	
	Percent of Peak Period	Number of Data Points*
Hour Beginning		
12:00–4:00 a.m.	–	0
5:00 a.m.	–	0
6:00 a.m.	–	0
7:00 a.m.	18	2
8:00 a.m.	64	3
9:00 a.m.	85	17
10:00 a.m.	100	19
11:00 a.m.	100	19
12:00 p.m.	88	19
1:00 p.m.	81	19
2:00 p.m.	90	18
3:00 p.m.	93	18
4:00 p.m.	86	17
5:00 p.m.	52	11
6:00 p.m.	63	1
7:00 p.m.	–	0
8:00 p.m.	–	0
9:00 p.m.	–	0
10:00 p.m.	–	0
11:00 p.m.	–	0

* Subset of database

Future studies should include data on the number of doctors working at a study site.

Land Use: 720 Medical-Dental Office Building

Study Sites/Years

Canada:

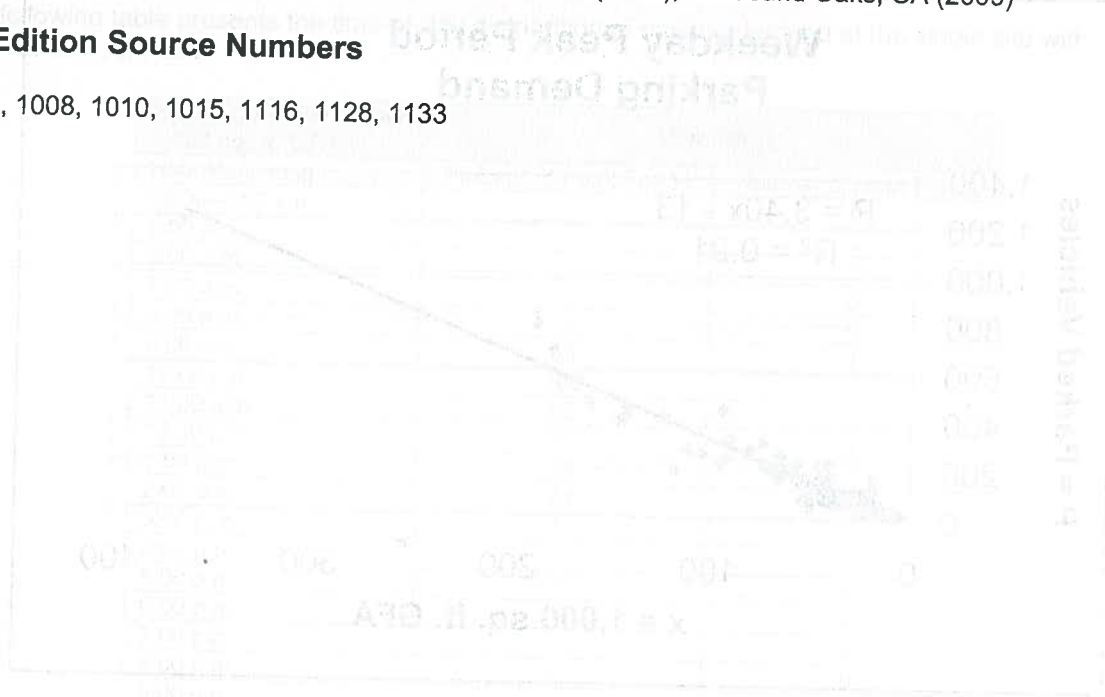
Coquitlam, BC (1992)

United States:

Skokie, IL (1963); Evanston, IL (1972); Munster, IN (1978); Overland Park, KS (1978); San Antonio, TX (1982); Cincinnati, OH (1986); Anaheim, CA (1988); Laguna Niguel, CA (1989); Fullerton, CA (1990); Garden Grove, CA (1990); Towson, MD (1991); Towson, MD (1992); Evesham, NJ (2002); Irvine, CA (2003); Irvine, CA (2004); Berlin, NJ (2004); Livermore, CA (2004); Thousand Oaks, CA (2005); Palo Alto, CA (2006); Pleasanton, CA (2006); Pasadena, CA (2006); Burbank, CA (2006); Encino, CA (2006); Los Angeles, CA (2006); Alpharetta, GA (2006); Atlanta, GA (2006); Geneva, IL (2006); Orlan Park, IL (2006); Evergreen Park, IL (2006); Palos Heights, IL (2006); Oak Lawn, IL (2006); Elgin, IL (2006); La Grange, IL (2006); Hoffman Estates, IL (2006); Chicago, IL (2006); Naperville, IL (2006); Barrington, IL (2006); Huntley, IL (2006); Woodstock, IL (2006); Crystal Lake, IL (2006); Algonquin, IL (2006); Joliet, IL (2006); Indianapolis, IN (2006); Carmel, IN (2006); Zionsville, IN (2006); Tampa, FL (2006); Plymouth, MN (2006); Wayzata, MN (2006); Golden Valley, MN (2006); Lancaster, PA (2006); Chambersburg, PA (2006); Wayne, PA (2006); Chelmsford, MA (2006); Westford, MA (2006); Peoria, IL (2007); Santa Barbara, CA (2007); Aliso Viejo, CA (2008); Irvine, CA (2008); Thousand Oaks, CA (2009)

4th Edition Source Numbers

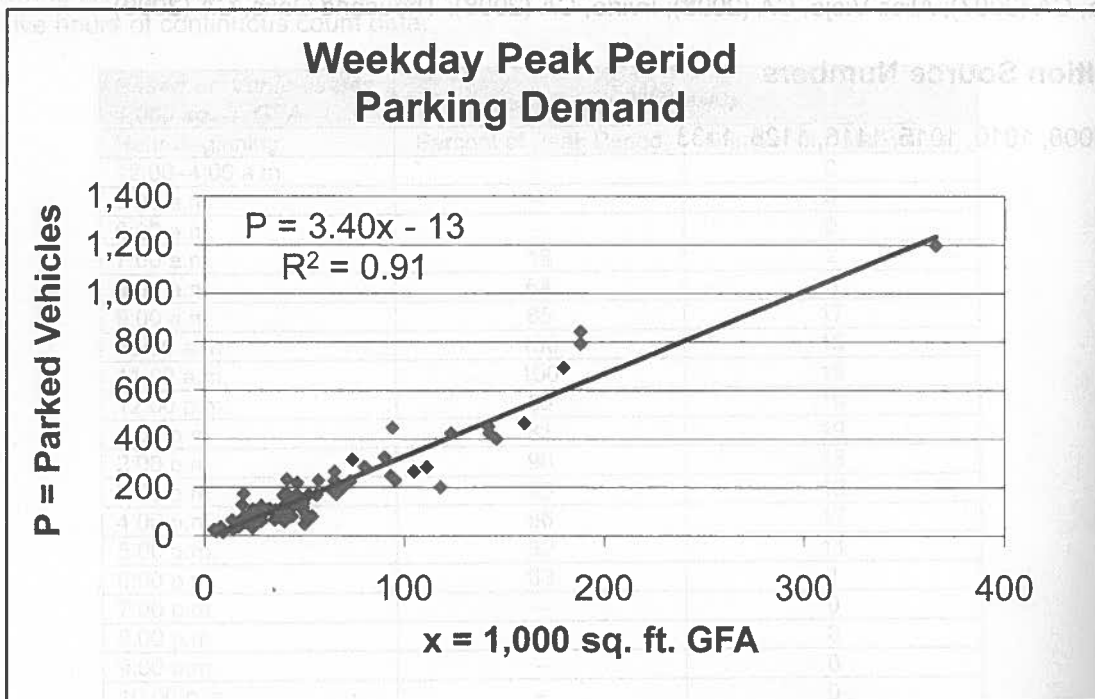
1005, 1008, 1010, 1015, 1116, 1128, 1133



Land Use: 720 Medical-Dental Office Building

Average Peak Period Parking Demand vs. 1,000 sq. ft. GFA On a Weekday

Statistic	Peak Period Demand
Peak Period	10:00 a.m.–12:00 p.m.; 2:00–3:00 p.m.
Number of Study Sites	86
Average Size of Study Sites	57,000 sq. ft. GFA
Average Peak Period Parking Demand	3.20 vehicles per 1,000 sq. ft. GFA
Standard Deviation	1.22
Coefficient of Variation	38%
95% Confidence Interval	2.94–3.46 vehicles per 1,000 sq. ft. GFA
Range	0.96–5.65 vehicles per 1,000 sq. ft. GFA
85th Percentile	4.27 vehicles per 1,000 sq. ft. GFA
33rd Percentile	2.68 vehicles per 1,000 sq. ft. GFA



◆ Actual Data Points

— Fitted Curve/Average Rate

THIS PAGE
INTENTIONALLY
LEFT BLANK



You have asked us to provide input regarding the nature of our business by answering the questions below. Please note that the following is provided for general informational purposes only and are Exer makes to legal representations or warranties as to the reliability, accuracy or applicability to any specific urgent care or medical service provider.

1. How do you define Urgent Care?

An urgent care center is a medical clinic with expanded hours that is specially equipped to diagnose and treat a broad spectrum of non-life and limb threatening illnesses and injuries. Urgent care centers are enhanced by on-site radiology and laboratory services and operate in a location distinct from a freestanding or hospital-based emergency department. Care is rendered under the medical direction of an allopathic or osteopathic physician. Urgent care centers accept unscheduled, walk-in patients seeking medical attention during all posted hours of operation.

“Urgent care services” means: 1) a medical examination, diagnosis and treatment for non-life or limb threatening illnesses and injuries that are within the capability of an urgent care center which accepts unscheduled, walk-in patients seeking medical attention during all posted hours of operation and is supported by on-site evaluation services, including radiology and laboratory services; and 2) any further medical examination, procedure and treatment to the extent they are within the capabilities of the staff and facilities available at the urgent care center.

(Urgent Care Association of America Definition of Urgent Care Center & Services)

2. How are urgent care facilities different than a typical doctor's office?

Urgent Care facilities are positioned to handle urgent conditions that generally cannot wait to be treated by scheduled appointment. Because of this there is generally no appointment necessary to see a medical provider at an Urgent Care clinic and most offer evening and weekend operating hours. In addition, many Urgent Care facilities offer X-ray and Lab services on site as well as the capability to perform procedures such as suturing and casting. Because of the urgent nature of the services they provide, Urgent Care clinics tend to be positioned in high-visibility, consumer accessible locations.

Although an Urgent Care facility may differ from typical doctor's offices in providing same day care and additional technical services such as X-ray and lab services; the differences are generally no greater than a specialty physician's office differs from that

of a primary care physician (PCP). For example, a cardiologist would have additional equipment that a PCP's office would not and would see patients with a corresponding set of particular symptoms/needs, but the services provided would not themselves be fundamentally different. Exer offers urgent care services through board certified Emergency Medicine physicians (ER specialists) with access to additional equipment that facilitates our particular patient needs. Further, urgent care clinics are required to submit bills for services provided using the same codes and guidelines as a physician practices, essentially the same as physician practices with a particular specialty.

Urgent care facilities are more in-line in many cases with specialty physician groups, often with lower patient volumes than a typical PCP group. A typical PCP group may see 3 to 5 patients per hour. Assuming that there are 4 doctors in a typical physician practice and that they are open 8 hours per day, that group could see 96 to 160 patients in a day. Exer's busiest facility sees approximately 50 patients per day.

3. What's the difference between an emergency room and an Urgent Care facility?

An emergency room is generally the department of a hospital that is open 24/7 to accept patients who are in need of immediate medical attention. Urgent Care facilities handle urgent non-life threatening medical conditions that generally cannot wait to be treated at a scheduled appointment. While most offer extended evening and weekend hours they are not open 24/7.

Emergency rooms are equipped and staffed to treat life and limb threatening injuries such as chest pain, head injuries, deep wounds, uncontrolled bleeding, and unconsciousness. Conditions that may be treated at an Urgent Care include coughs, colds, sore throats, fevers, vomiting, diarrhea, minor cuts and injuries as well as lacerations and broken bones.

Emergency rooms often contain a trauma center staffed with emergency medicine physicians and surgeons in order to handle extreme cases in which there is an issue of immediate survival and a psychiatric section staffed by psychiatrists and psychiatric social workers for cases involving mental illness and substance abuse. Emergency rooms are also generally equipped with ambulance bays to accommodate ambulance traffic.

Urgent Care facilities do not contain trauma centers or provide psychiatric services and do not contain ambulance bays. Ambulance companies will not generally deliver patients to an Urgent Care facility.

In layman's terms, an Urgent Care facility is not an Emergency Room, and it would be illegal for an urgent care to hold itself out as one. They are also very different service models. An Urgent Care does not treat life or limb threatening injuries, is not subject to the stringent licensing requirements that Emergency rooms are subject to, utilizes different billing guideline, does not receive ambulance drop-offs, does not provide care for psychiatric patients that are a danger to themselves or the community, and is

not open 24/7. Further, an Urgent Care clinic may only see 25 to 55 patients per day whereas a local ER averaged over 230 patients per day last year. Exer utilizes ER physicians and has a wide range of diagnostic equipment on site in order to provide an alternative to the ER for the broadest range of community members possible. We provide these services at 1/10th the price of the ER with 1/5th the average time of care (based on actual data from a local ER) in a comfortable convenient setting.

4. When does an Urgent Care doctor decide to send a patient to an emergency room?

The decision of an Urgent Care doctor to send a patient to the emergency room depends on the medical training and experience of the doctor, the level of service the particular facility is equipped and staffed to provide as well as the condition of the patient. In general, if a patient presents to the Urgent Care facility with an emergency medical condition, the Urgent Care staff will provide stabilizing care until the patient can be safely transported to the nearest Emergency room. An emergency medical condition generally includes acute symptoms of sufficient severity such that absence of immediate medical attention could reasonably be expected to result in placing the health of the individual in immediate and serious jeopardy; causing serious or irreparable impairment to bodily function; or causing serious or irreparable dysfunction of any bodily organ or part.

Due to Exer's decision to use ER doctors and have more equipment on staff, less than 2% of our visits are referred to the ER and our Redondo Beach location averages only 2 to 3 ambulance pickups per month.

5. What type of state licenses or other professional certification does an Urgent Care facility require to operate? Please provide relevant State Health Code section if applicable.

Most states do not have any criteria specific to urgent care centers. Urgent Care facilities in California follow the rules that are in place for opening any regular medical office - business licenses, medical licenses, and applicable registration of X-ray or lab. Currently, urgent care medicine is not recognized as a specialty (or sub-specialty) by the American Board of Medical Specialties (ABMS). There are two agencies that offer voluntary urgent care accreditation, the Urgent Care Association of American (UCAOA) and the American Academy of Urgent Care Medicine (AAUCM).

September 27, 2017

Via E-Mail: tfaturos@citymb.info

Dear Mr. Faturos:

Thank you for taking the time to speak with me yesterday. I write to you today to respond to your request for information regarding MinuteClinic's operations.

1. As we discussed, MinuteClinic is not an Urgent Care Center and does not consider itself to be an Urgent Care Center. MinuteClinic is a walk-in clinic and provides care following evidence-based, service-specific clinical guidelines. MinuteClinic's services include the following:
 - Diagnosis and treatment (including prescribing medications when appropriate) for common illnesses such as strep throat and ear, eye, sinus, bladder and bronchial infections;
 - The treatment of minor abrasions and skin conditions;
 - Common vaccinations such as influenza, tetanus, pneumonia, pertussis and Hepatitis A & B;
 - Walk-in camp, sports, college, administrative and Department of Transportation physicals; and
 - Wellness services designed to help patients identify lifestyle changes needed to improve their current and future health, including screenings and monitoring for diabetes, high blood pressure and high cholesterol, and programs for weight loss and smoking cessation.
2. I can't opine on how services offered at an Urgent Care differs from a typical doctor's office. MinuteClinic's service may differ from a typical primary care practice in that MinuteClinic offers Department of Transportation physicals. MinuteClinic also provides some travel related vaccinations such as typhoid vaccines, and other vaccines, which are often not available at a primary care practice's office. Primary care practices will typically offer the majority of services offered at MinuteClinic but also may provide additional services that MinuteClinic does not offer.
3. Again, MinuteClinic is not an Urgent Care Center. As compared to MinuteClinic, Emergency Departments provide a vastly larger array of services and clearly can treat much more complex and sick patients. Generally, many of the services provided at MinuteClinic are likely also provided by Emergency Departments.
4. MinuteClinic sends patients to Emergency Departments if the patient requires an immediate higher level of care than that which is available at MinuteClinic. For example, if the patient

is in cardiac arrest or in critical condition, or if the patient requires an x-ray or diagnostic testing that is not available at MinuteClinic.

5. MinuteClinic itself does not require any state licenses or certifications to operate in California other than the licensure requirements for the Nurse Practitioner to practice (RN license, DEA license, furnishing license, etc.). These licenses are held by the individual practitioner, not by the MinuteClinic entity.

Thank you for the opportunity to provide responses on behalf of MinuteClinic.

Sincerely,

Greg Pauling

Area Director of MinuteClinic

916-203-6621

From: [Maguire, Dannell](#)
To: [Ted Faturos](#)
Subject: Urgent care responses
Date: Wednesday, September 27, 2017 10:18:07 AM

Mr. Faturos,

Here are the responses from the Medical Director of our Manhattan Beach facility Torrance Memorial Urgent Care.

Please let me know if you have any questions.

Thanks,

Dan Maguire
Office Manager
TMPN - Urgent Care
Phone (310)784-3740
Fax (310)375-1392
Dannell.maguire@tmphysicians.com

Dear Mr. Faturos,

I just received your questionnaire today as the letter was dated yesterday and a response was requested by noon today.

- 1) Urgent care centers primarily treat injuries or illnesses requiring immediate care, but not serious enough to require an ER visit. Lacerations, extremity injuries, urinary tract infections are just a few examples of such injuries and illnesses.
- 2) Our urgent care center operates from 4 PM to 9 PM weekdays and 8 AM to 5 PM weekends and holidays, which are times when the primary care offices are typically not open. Urgent care facilities are able to treat lacerations, abscesses, fractures, dislocations which most physician offices are not equipped to manage. Urgent care facilities do not rely on appointments and so anyone can receive care on the day that care is needed.
- 3) We do not have advanced diagnostic testing at the urgent care such as CT scans, ultrasound, and blood work testing. We have limited medications available to administer to patients.
- 4) Based upon the patient's clinical presentation, the urgent care physician will decide if the patient warrants testing or treatment that is unavailable at the urgent care and only available in the emergency department.

Brian Miura, MD



City of Manhattan Beach

Community Development

1400 Highland Avenue, Manhattan Beach, CA 90266
Phone: (310) 802-5500 FAX: (310) 802-5501 TDD: (310) 546-3501

September 25, 2017

Dear Urgent Care Provider,

The Planning Commission of the City of Manhattan Beach will be continuing a public hearing from September 13th to October 11th regarding Urgent Care facilities. The City is looking to possibly creating regulations for the Urgent Care use in addition to crafting a land use classification. The City seeks your input in order to better understand the nature of your business's operations.

Please take a moment to answer the questions below, and try to return them to me by 12pm Tuesday, September 26th. Thank you for your cooperation.

1. How do you define Urgent Care?
2. How are Urgent Care facilities different than a typical doctor's office? What operating characteristics does a typical Urgent Care facility have that a typical doctor's office does not have? What services does a typical Urgent Care facility offer than a typical doctor's office does not offer?
3. What's the difference between an emergency room and an Urgent Care facility?
4. When does an Urgent Care doctor decide to send a patient to an emergency room?
5. What type of state licenses or other professional certifications does an Urgent Care facility require to operate? Please provide relevant State Health Code section if applicable.

Sincerely,

Ted Faturos
Assistant Planner, Department of Community Development

THIS PAGE
INTENTIONALLY
LEFT BLANK

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

TO: Planning Commission

FROM: Anne McIntosh, Director of Community Development

THROUGH: Laurie B. Jester, Planning Manager

BY: Ted Faturos, Assistant Planner
Jason Masters, Assistant Planner

DATE: September 13, 2017

SUBJECT: Consideration of Amendments to the Municipal Code and Local Coastal Program (LCP) Related to Urgent Care Medical Uses.

RECOMMENDATION:

Staff recommends that the Planning Commission **CONDUCT** the Public Hearing and **DIRECT** Staff to draft Municipal Code and Local Coastal Program (LCP) Amendments to address the Urgent Care land use.

BACKGROUND:

On November 15, 2016 the City Council directed Staff to research and gather data on the Urgent Care land use after hearing concerns from some residents regarding a new Exer Urgent Care that began tenant improvements at 3215 North Sepulveda Boulevard. The City Council asked staff to study the Urgent Care land use and come back at a future date with information and recommendations on how to effectively regulate the use. At the July 18, 2017 meeting after Exer Urgent Care neighbors spoke with concerns about the use, the City Council asked staff to prepare an Interim Zoning Ordinance (IZO) for a future agenda. On August 1st a Citywide IZO for Health Care uses was reviewed by City Council but was not adopted. On August 7th the City Council approved an IZO for Health Care uses limited to Sepulveda Boulevard (Ordinance No. 17-0015-U- Attachment A). The IZO prohibits new Health Care facilities on Sepulveda Boulevard. The Council also requested that staff prepare a Zoning Code Amendment to study and address Urgent Care. A 45-day report on the IZO was presented to the City Council on September 5th and a public hearing for an extension of the IZO is scheduled for City Council review on September 19th.

DISCUSSION

There are currently three Urgent Care offices operating in the City: Providence Medical Institute- Manhattan Beach Urgent Care (1010 N. Sepulveda Boulevard), Torrance Memorial Urgent Care (855 Manhattan Beach Boulevard), and Minute Clinic inside the CVS (2900 N Sepulveda Boulevard). Exer Urgent Care is constructing the City's fourth Urgent Care office by repurposing a former mortuary located at 3245 N Sepulveda Boulevard.

**ATTACHMENT I
PC MTG 10-11-17**

Urgent Care offices are currently classified as “Office- Business and Professional” under MBMC 10.08.050 Commercial Use Classifications. The Office- Business and Professional land use encompasses many types of offices uses, “...including, but not necessarily limited to: licensed or certified physicians, psychologists, psychiatrists, chiropractors, and massage, acupuncture, and acupressure therapists.” This classification includes medical/dental laboratories incidental to an office use.

Defining Urgent Care

The Urgent Care use, sometimes referred to as “immediate care”, is a form of healthcare that has grown in popularity in recent years. Urgent Care offices promote themselves as a more convenient and affordable alternative to the doctor’s office or emergency room for health issues that require immediate attention but are not life threatening. Urgent Care offices have a few distinguishing characteristics that separate them from traditional medical office uses. First, unlike most medical offices, Urgent Care offices allow patients to visit a doctor without previously scheduling an appointment. Second, Urgent Care offices tend to be open for more hours beyond the traditional 8am to 5pm office hours of most medical offices. Urgent Care offices also tend to be open on Saturdays and Sundays, while traditional medical offices tend to be closed on weekends. Third, some Urgent Care offices tend to offer services that might not be available to most primary care doctors’ offices, including x-rays, sutures, and some basic medical tests like performing a throat culture to determine if a patient has strep throat. Some Urgent Care offices even have pharmacies on site. Patients do not have an assigned doctor, but see whoever is on duty. Attachment B has a more thorough explanation of Urgent Care medicine that comes from the American Academy of Urgent Care Medicine.

Urgent Care Offices vs Hospitals

The California Health and Safety Code goes into great detail about what types of medical facilities meet the State’s definition of a hospital (Attachment C). California law also requires hospitals to be built to a much higher life/safety standard than a typical building so that hospitals can provide care after earthquakes and other disasters. None of the existing or proposed Urgent Care offices located in the City can be classified as a hospital as defined by California law.

Medical-Related Land Uses in the Code

The Manhattan Beach Municipal Code defines several medical-related land uses (Attachment D). These uses defined in the Land Use Classification portion of the Code are Emergency Health Care, Convalescent Facilities, Residential Care- General, Hospitals, Ambulance Services, Laboratories, and Offices- Business and Professional, with medical offices falling under the Offices- Business and Professional land use classification. Staff categorizes the Urgent Care use as an Office- Business and Professional land use.

Staff reached out to several cities to identify how they classify Urgent Care offices with respect to land use. The only City that Staff could find that has a specific Urgent Care land use classification is the City of Cotati (Attachment E). Like Manhattan Beach, the

cities of Tustin, Laguna Hills, Glendora, Yuba City, Beverly Hills, Calabasas, Redondo Beach, Culver City, El Segundo, Gardena, Hermosa Beach, Inglewood, Torrance, Rolling Hills Estates, and West Hollywood all do not have a specific land use classification for Urgent Care offices, but rather classify Urgent Care offices as general office use, medical office use, or similar land use. Of all the Cities mentioned above, only the City of Cotati requires a Conditional Use Permit or other discretionary application specifically for an Urgent Care use.

Neighbor Impacts

Some residents have raised concerns that Urgent Care offices have a higher impact on neighbors than other medical office uses. Some concerns have been raised about the possibility of ambulances with loud sirens dropping off patients at Urgent Care offices, drug-addicts loitering around pharmacies attached to Urgent Care offices, extended evening hours, and a general increase in traffic, noise, and exterior light. Other residents claim that an Urgent Care office is an emergency room with lab equipment, and would thus require a Use Permit as both Emergency Health Care and Laboratory land uses require Use Permits.

Ambulance Delivery

Manhattan Beach Paramedics are required by California law to drop patients off at a hospital with an emergency room, and thus do not and cannot drop off any patients at any Urgent Care offices. Little Company of Mary and Torrance Memorial in Torrance are the main hospitals where Manhattan Beach Paramedics drop off patients, with Harbor/UCLA Medical Center being the primary drop off point for trauma patients. Manhattan Beach Paramedics have picked up patients from the City's existing Urgent Care offices in order to transport them to a local hospital's emergency room, just as they would pick up a patient from their residence or office or anywhere in the City in an emergency situation.

Drug Addicts Loitering Around Pharmacy

The Manhattan Beach Police Department has confirmed that there have not been any reported issues with drug addicts loitering around any of the existing pharmacies in the City. Furthermore, the Police Department has confirmed that there have not been any attempted robberies of pharmacies in the City. There is no reason to believe that any pharmacy attached to an Urgent Care would encourage any additional amount of crime. There are a number of Pharmacies in the City associated with retail uses and medical uses, such as CVS and Walgreens.

Extended Hours

Urgent Care offices tend to be open past the typical 5:00 pm closing time of most medical offices, with many staying open until 8:00 or 9:00 pm. Many resident-adjacent businesses in the City also stay open past 5:00 pm, including hair salons, restaurants, bars, tutoring centers, yoga and fitness studios, retail stores, gas stations, etc.

Parking and Traffic

The Code requires that any medical office provide one parking space for every 200 square feet of building area. Urgent Care offices, like all businesses, must meet all parking requirements. If an Urgent Care wishes to open but cannot meet the Code's parking requirements, they may apply for a Use Permit after conducting a parking demand study showing that the business operations and conditions on site require less parking than the one per 200 square feet requirement.

Laboratories

Laboratories require Use Permits in the General Commercial (CG) zone, and are not allowed in any other Commercial zone (see Attachment D for how the Laboratory land use classification is defined in the Code). Staff believes the intent of the Laboratory land use classification is to regulate laboratories that may contain hazardous chemicals, loud equipment, noxious odors, and other negative byproducts of operations. Urgent Care offices generally do not have the type of equipment that produces these types of negative effects. Rather, Urgent Care offices have incidental lab equipment that aids in administering routine medical tests that are directly related to the medical service provided. Common tests requiring lab equipment include pregnancy tests, X-rays, blood and urine tests, strep culture, and other basic medical tests.

Policy Direction

Staff believes there is an opportunity to update the Municipal Code and the Local Coastal Program (LCP) by refining the existing medical-related land use classifications and by creating an Urgent Care land use classification that would include some basic performance standards, but still allow the use by right in commercial zones. Urgent Care performance standards could include the following:

Staff Recommended Performance Measures:

- 1- Setting reasonable operating hours to discourage late night office hours. As some guidance, a Use Permit is required for Food and Beverage Sales (grocery stores, liquor stores and delis) that operate between 10:30 PM and 6:00 AM in the CL, CD and CNE Zones (10.16.020 F-9). These limitations do not apply in the CC and CG zone.
- 2- Requiring a minimum distance between the main entry of the Urgent Care office and neighboring residential uses.

Other Performance Standards to Discuss that Staff Does Not Recommend:

- 3- Requiring a minimum distance between Urgent Care Facilities.
- 4- Prohibiting ambulance transport **to** the facilities, only allow **from** the facilities.
- 5- Only allowing patients of the Urgent Care to use the on-site pharmacy.

Alternatively, the Planning Commission might feel that existing land use regulations have sufficiently regulated all medical related land uses, including Urgent Care offices,

and there is no need to create an Urgent Care land use classification with performance standards. The Zoning Code [10.16.020 (B)] requires a Use Permit for all new commercial projects, not just medical –related land uses, over 5,000 square feet in buildable floor area or sites over 10,000 square feet in area. Furthermore, the Code already has a number of existing regulations that address the potential negative impacts of business operation, such as requiring the screening of exterior lights so there is no off-site glare, prohibiting excessive noise that would disturb a reasonable person of normal sensitivity, and setting site landscaping requirements in order to create green space in commercial projects.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (“CEQA”), the Community Development Department has determined that amendments to the Municipal Code and Local Coastal Program that address the Urgent Care land use are exempt from the requirements of CEQA and the City’s CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3).

PUBLIC INPUT

A ¼ page display ad public notice for the proposed MBMC and LCP Code Amendments was published in the Beach Reporter newspaper on August 31, 2017, in compliance with state and local law and mailed to the California Coastal Commission. Interested parties, including residents and Urgent Care office administrators, were also emailed. The draft MBMC and LCP Amendments, including the staff report and attachments, have been made available at the Manhattan Beach County Library, the Police Department and at the Community Development Department. The staff report and attachments are also posted on the City’s website.

CONCLUSION

Staff recommends that the Planning Commission conduct the public hearing, accept testimony, discuss the issues, and direct Staff to draft amendments to the Municipal Code and Local Coastal Program that address the Urgent Care land use.

Attachments:

- A. Ordinance No. 17-0015U- IZO Health Care Facilities
- B. American Academy of Urgent Care Medicine- Definition of Urgent Care Medicine
- C. California Health and Safety Code Section 1250- Definition of a Hospital
- D. Manhattan Beach Municipal Code Medical-Related Land Use Classifications
- E. City of Cotati’s Land Use Classification for Urgent Care

cc. California Coastal Commission

THIS PAGE
INTENTIONALLY
LEFT BLANK

ATTACHMENT I
PC MTG 10-11-17

ORDINANCE NO. 17-0015-U

AN INTERIM ORDINANCE OF THE CITY OF MANHATTAN BEACH PROHIBITING THE ESTABLISHMENT OF NEW HEALTH CARE FACILITIES ON SEPULVEDA BOULEVARD IN THE CITY AND DECLARING THE URGENCY THEREOF

THE MANHATTAN BEACH CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Moratorium. Notwithstanding any other ordinance or provision of the Manhattan Beach Municipal Code, no application for a building permit, site plan review, or any land use entitlement shall be accepted for processing or approved for the conversion of any existing space to, or the construction of a new building for the establishment of any of the following uses on Sepulveda Boulevard unless the City has issued a use permit for such use prior to adoption of this Ordinance. For purposes of this Ordinance, Health Care Facilities includes but are not limited to:

- A. Medical or dental offices, including, but not limited to, licensed or certified physicians, psychologists, psychiatrists, dentists, and chiropractors;
- B. Medical or dental laboratories, either as a primary use or incidental to an office use;
- C. Emergency health care facilities, hospitals, medical clinics and urgent care facilities;
- D. Assisted care facilities;
- E. Any residential care facility or adult day health center; and
- F. Convalescent facilities.

SECTION 2. This Ordinance does not apply to residential care facilities that serve six or fewer persons.

SECTION 3. Term. This Ordinance shall expire, and the moratorium on new health care facilities imposed hereby shall terminate, 45 days after the adoption of this Ordinance, unless extended by the City Council at a regularly noticed public hearing pursuant to California Government Code Section 65858.

SECTION 4. Hardship Exemption. An application for a building permit, site plan review, or any other land use entitlement for the establishment of any Health Care Facility located on Sepulveda Boulevard may be approved if the applicant has obtained a hardship exemption from the City Council. Hardship exemption applications shall be filed in writing with the Director of Community Development and shall contain all documentation relied upon to support the hardship claim. A hardship exemption application must be filed no later than 10 days in advance of a regular meeting of the City Council in order to be considered at such meeting; otherwise the application shall be considered at the following regular meeting. The City Council shall grant a hardship

exemption upon making a finding that denial of the exemption and enforcement of this Ordinance against the applicant's property would result in the applicant being deprived of all economically viable use of the property. The City Council may consider other factors in order to determine hardship.

SECTION 5. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance would have a significant effect on the environment, because the Ordinance will impose greater limitations on development in the City by temporarily prohibiting new health care facilities, and will thereby serve to reduce potential significant adverse environmental impacts. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 6. Penalty. 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. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

SECTION 7. Legislative Findings. Due to a recent proliferation of health care facilities, including medical offices, urgent care facilities, clinics, and treatment centers on Sepulveda Boulevard, the City is currently studying new zoning code regulations for these uses. Many of these uses are treated as a type of professional office and approved ministerially due to the lack of specific use classifications for certain health care-related uses. The proliferation of new health care facilities has a detrimental impact on economic development goals, potential sales tax revenues, the diversity of commercial land uses, and the activation of pedestrian activity along Sepulveda Boulevard in the City. Further, the ministerial approval of some, but not all, health care uses adversely effects the variety of health care options in the City. This Ordinance is necessary to prevent the establishment of additional health care facilities while the City studies the appropriate locations and consistent standards for these uses.

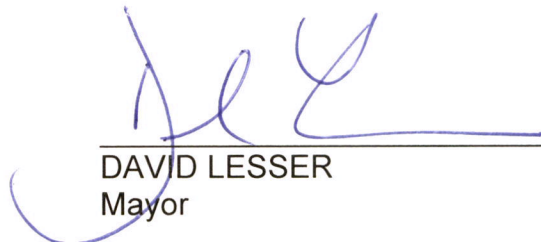
The City Council finds that property owners are likely to submit applications for land use entitlements to establish health care facilities. Due to the proliferation of these uses, the City needs to adopt this Ordinance to give the City time to modernize its use classifications and definitions for health-related uses and to establish permanent regulations for these uses. The City intends to study and adopt permanent regulations within a reasonable time. The Department of Community Development, Planning Commission, the City Council, and the people of Manhattan Beach require a reasonable, limited, yet sufficient amount of time to consider and establish permanent regulations to allow needed health care facilities without causing a detrimental effect to the general welfare in the City. Given the time required to study and prepare new regulations, conduct duly noticed public hearings before the Planning Commission and the City Council, the City Council finds that this Ordinance is necessary to prevent the establishment of

additional health care facilities and continued proliferation of new health care facilities on Sepulveda Boulevard.

Based upon the foregoing, the City Council hereby finds that there is a current and immediate threat to the public health, safety, or welfare if new health facilities were established on Sepulveda Boulevard, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for such uses which is required in order to comply with the City's Zoning Ordinance would result in that threat to public health, safety, or welfare. Due to the foregoing circumstances, it is necessary for the preservation of the public health, safety, and welfare for this Ordinance to take effect immediately. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health, and safety within the meaning of Government Code Sections 65858 and 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption.

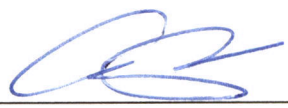
ADOPTED on August 7, 2017.

AYES: Hersman, Napolitano, Howorth and Mayor Lesser.
NOES: Montgomery.
ABSENT: None.
ABSTAIN: None.



DAVID LESSER
Mayor

ATTEST:



LIZA TAMURA
City Clerk

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

I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance, being Ordinance No. 17-0015-U was duly passed and adopted by the said City Council, approved and signed by the Mayor, and attested by the City Clerk, of said City, all at an adjourned regular meeting of the said Council duly held on the 7th day of August 2017, and that the same was so passed and adopted by the following vote, to wit:

Ayes: Hersman, Napolitano, Howorth and Mayor Lesser.
Noes: Montgomery.
Absent: None.
Abstain: None.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 7th day of August, 2017.



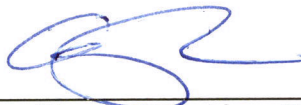
City Clerk of the City of
Manhattan Beach, California

(SEAL)

CERTIFICATE OF PUBLICATION

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

I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, do hereby certify that Ordinance No. 17-0015-U has been duly and regularly published according to law and the order of the City Council of said City and that same was so published in The Beach Reporter, a weekly newspaper of general circulation on the following date, to wit August 17, 2017 and in witness whereof, I have hereunto subscribed my name this 21st day of August, 2017.



City Clerk of the City of
Manhattan Beach, California

Attachment B

Source: American Academy of Urgent Care Medicine

<http://aaucm.org/about/urgentcare/default.aspx>

Definition of Urgent Care Medicine

Urgent Care Medicine (UCM) is the provision of immediate medical service offering outpatient care for the treatment of acute and chronic illness and injury. It requires a broad and comprehensive fund of knowledge to provide such care. Excellence in care for patients with complex and or unusual conditions is founded on the close communication and collaboration between the urgent care medicine physician, the specialists and the primary physicians.

Urgent care does not replace your primary care physician. An urgent care center is a convenient option when someone's regular physician is on vacation or unable to offer a timely appointment. Or, when illness strikes outside of regular office hours, urgent care offers an alternative to waiting for hours in a hospital Emergency Room.

Understanding the Scope of Urgent Care Practice

Because urgent care practitioners are on the “front lines” of medicine, they need to be proficient in evaluating and caring for – at least initially – any patient who walks into an urgent care medicine center or urgent care clinic. For this reason, there is some overlap in the scope of practice between UCM and all existing medical specialties that involve direct patient care. Because of the convenience of UCM centers, patients choose these facilities when they are unable to see their usual doctor in a timely fashion or choose not to go to a hospital emergency department.

For most patients seen in an ambulatory medicine setting, the UCM specialist can fully care for the presenting problem, either independently or in consultation with another specialist. Sometimes patients will require follow-up with or referral to another specialist, transfer to an emergency department, or direct hospitalization (with inpatient care by the consultant). UCM specialists do not perform surgery (other than wound repair and skin lesion removal), do not care for inpatients, and typically do not engage in the continuing medical care of chronic medical problems.

Of all of the existing specialties, UCM shares the most in common with family practice and emergency medicine, though there is enough uniqueness of practice that UCM, in reality, is a separate specialty with a distinct knowledge base, skill set, and required breadth of experience. UCM shares with family practice (FP) its broad scope: caring for both male and female patients of any age with any complaint. UCM differs from FP in that its primary focus is on acute medical problems.

Because specialization is the result of focused attention and having experience in a particular area, acute care represent the majority of what UCM specialists do – versus FP practitioners who divide their time caring for some acute, but predominately chronic health issues. Because of this, their experience and expertise in acute care is more extensive than that of FP practitioners. The FP's area of practice that is distinct from UCM involves continuity of medical care and, for some FP practitioners, inpatient care and obstetrics.

Attachment B

As with FP, UCM shares a broad scope with Emergency Medicine (EM) as well: caring for both male and female patients of any age with any complaint. UCM differs from EM in that its primary focus is on acute medical problems at the lower end of the severity spectrum. UCM specialists have expertise evaluating and treating these patients with only simple office-based laboratory tests (e.g., urinalysis, pregnancy test, rapid strep assay) and X-ray. There is no immediate access to extensive laboratory testing or advanced imaging (e.g., CT scanning and ultrasound). Those who present to an urgent care center who, in the judgment of the UCM specialist, require this, are transferred to a hospital emergency department. Due to the simpler administrative procedures and costs associated with office-based versus hospital-based practice, similar care in an UCM setting can generally be provided more quickly and economically than in an EM setting. The area of EM's practice that is distinctive from UCM involves the definitive care of critically ill patients and the ability to observe patients for an extended period of time.

Attachment C

HEALTH AND SAFETY CODE - HSC

DIVISION 2. LICENSING PROVISIONS [1200 - 1796.63]

(Division 2 enacted by Stats. 1939, Ch. 60.)

CHAPTER 2. Health Facilities [1250 - 1339.59]

(Chapter 2 repealed and added by Stats. 1973, Ch. 1202.)

ARTICLE 1. General [1250 - 1264]

(Article 1 added by Stats. 1973, Ch. 1202.)

1250.

As used in this chapter, “health facility” means a facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons, to which the persons are admitted for a 24-hour stay or longer, and includes the following types:

(a) “General acute care hospital” means a health facility having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff that provides 24-hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services. A general acute care hospital may include more than one physical plant maintained and operated on separate premises as provided in Section 1250.8. A general acute care hospital that exclusively provides acute medical rehabilitation center services, including at least physical therapy, occupational therapy, and speech therapy, may provide for the required surgical and anesthesia services through a contract with another acute care hospital. In addition, a general acute care hospital that, on July 1, 1983, provided required surgical and anesthesia services through a contract or agreement with another acute care hospital may continue to provide these surgical and anesthesia services through a contract or agreement with an acute care hospital. The general acute care hospital operated by the State Department of Developmental Services at Agnews Developmental Center may, until June 30, 2007, provide surgery and anesthesia services through a contract or agreement with another acute care hospital. Notwithstanding the requirements of this subdivision, a general acute care hospital operated by the Department of Corrections and Rehabilitation or the Department of Veterans Affairs may provide surgery and anesthesia services during normal weekday working hours, and not provide these services during other hours of the weekday or on weekends or holidays, if the general acute care hospital otherwise meets the requirements of this section.

THIS PAGE
INTENTIONALLY
LEFT BLANK

ATTACHMENT I
PC MTG 10-11-17

Attachment D

Medical Related Land Use Classifications

MBMC 10.08.040 Public and semipublic use classifications.

Emergency Health Care. Facilities providing emergency medical service with no provision for continuing care on an inpatient basis.

Convalescent Facilities. Establishments providing care on a twenty-four (24) hour basis for persons requiring regular medical attention, but excluding facilities providing surgical or emergency medical services.

Residential Care, General. Twenty-four (24) hour non-medical care for seven (7) or more persons, including wards of the juvenile court, in need of personal services, supervision, protection, or assistance essential for sustaining the activities of daily living. This classification includes only those services and facilities licensed by the State of California

Hospitals. Facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons, primarily on an inpatient basis. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.

MBMC 10.08.050 Commercial use classifications.

Ambulance Services. Provision of emergency medical care or transportation, including incidental storage and maintenance of vehicles.

Laboratories. Establishments providing medical or dental laboratory services; or establishments with less than two thousand (2,000) square feet providing photographic, analytical, or testing services. Other laboratories are classified as limited industry.

Offices, Business and Professional. Offices of firms or organizations providing professional, executive, management, or administrative services, such as architectural, engineering, graphic design, interior design, real estate, insurance, investment, legal, veterinary, and medical/dental offices, including, but not necessarily limited to: licensed or certified physicians, psychologists, psychiatrists, chiropractors, and massage, acupuncture, and acupressure therapists. This classification includes medical/dental laboratories incidental to an office use, but excludes banks and savings and loan associations.

THIS PAGE
INTENTIONALLY
LEFT BLANK

ATTACHMENT I
PC MTG 10-11-17

Attachment E

City of Cotati Municipal Code Section 17.90.020

“Medical services – Clinic, urgent care” means a facility other than a hospital where medical, mental health, surgical and other personal health services are provided on an outpatient basis. Examples of these uses include:


1. Medical offices with five or more licensed practitioners and/or medical specialties;
2. Outpatient care facilities;
3. Urgent care facilities;
4. Other allied health services.

These facilities may also include incidental medical laboratories. Counseling services by other than medical doctors or psychiatrists are included under “Offices – Professional/administrative.”

THIS PAGE
INTENTIONALLY
LEFT BLANK

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

TO: Planning Commission

FROM: Anne McIntosh, Director of Community Development 

THROUGH: Laurie B. Jester, Planning Manager

BY: Ted Fatuross, Assistant Planner
Jason Masters, Assistant Planner

DATE: September 13, 2017

SUBJECT: Consideration of Amendments to the Municipal Code and Local Coastal Program (LCP) Related to Urgent Care Medical Uses.

RECOMMENDATION:

Staff recommends that the Planning Commission **CONDUCT** the Public Hearing and **DIRECT** Staff to draft Municipal Code and Local Coastal Program (LCP) Amendments to address the Urgent Care land use.

BACKGROUND:

On November 15, 2016 the City Council directed Staff to research and gather data on the Urgent Care land use after hearing concerns from some residents regarding a new Exer Urgent Care that began tenant improvements at 3215 North Sepulveda Boulevard. The City Council asked staff to study the Urgent Care land use and come back at a future date with information and recommendations on how to effectively regulate the use. At the July 18, 2017 meeting after Exer Urgent Care neighbors spoke with concerns about the use, the City Council asked staff to prepare an Interim Zoning Ordinance (IZO) for a future agenda. On August 1st a Citywide IZO for Health Care uses was reviewed by City Council but was not adopted. On August 7th the City Council approved an IZO for Health Care uses limited to Sepulveda Boulevard (Ordinance No. 17-0015-U- Attachment A). The IZO prohibits new Health Care facilities on Sepulveda Boulevard. The Council also requested that staff prepare a Zoning Code Amendment to study and address Urgent Care. A 45-day report on the IZO was presented to the City Council on September 5th and a public hearing for an extension of the IZO is scheduled for City Council review on September 19th.

DISCUSSION

There are currently three Urgent Care offices operating in the City: Providence Medical Institute- Manhattan Beach Urgent Care (1010 N. Sepulveda Boulevard), Torrance Memorial Urgent Care (855 Manhattan Beach Boulevard), and Minute Clinic inside the CVS (2900 N Sepulveda Boulevard). Exer Urgent Care is constructing the City's fourth Urgent Care office by repurposing a former mortuary located at 3245 N Sepulveda Boulevard.

Urgent Care offices are currently classified as “Office- Business and Professional” under MBMC 10.08.050 Commercial Use Classifications. The Office- Business and Professional land use encompasses many types of offices uses, “...including, but not necessarily limited to: licensed or certified physicians, psychologists, psychiatrists, chiropractors, and massage, acupuncture, and acupressure therapists.” This classification includes medical/dental laboratories incidental to an office use.

Defining Urgent Care

The Urgent Care use, sometimes referred to as “immediate care”, is a form of healthcare that has grown in popularity in recent years. Urgent Care offices promote themselves as a more convenient and affordable alternative to the doctor’s office or emergency room for health issues that require immediate attention but are not life threatening. Urgent Care offices have a few distinguishing characteristics that separate them from traditional medical office uses. First, unlike most medical offices, Urgent Care offices allow patients to visit a doctor without previously scheduling an appointment. Second, Urgent Care offices tend to be open for more hours beyond the traditional 8am to 5pm office hours of most medical offices. Urgent Care offices also tend to be open on Saturdays and Sundays, while traditional medical offices tend to be closed on weekends. Third, some Urgent Care offices tend to offer services that might not be available to most primary care doctors’ offices, including x-rays, sutures, and some basic medical tests like performing a throat culture to determine if a patient has strep throat. Some Urgent Care offices even have pharmacies on site. Patients do not have an assigned doctor, but see whoever is on duty. Attachment B has a more thorough explanation of Urgent Care medicine that comes from the American Academy of Urgent Care Medicine.

Urgent Care Offices vs Hospitals

The California Health and Safety Code goes into great detail about what types of medical facilities meet the State’s definition of a hospital (Attachment C). California law also requires hospitals to be built to a much higher life/safety standard than a typical building so that hospitals can provide care after earthquakes and other disasters. None of the existing or proposed Urgent Care offices located in the City can be classified as a hospital as defined by California law.

Medical-Related Land Uses in the Code

The Manhattan Beach Municipal Code defines several medical-related land uses (Attachment D). These uses defined in the Land Use Classification portion of the Code are Emergency Health Care, Convalescent Facilities, Residential Care- General, Hospitals, Ambulance Services, Laboratories, and Offices- Business and Professional, with medical offices falling under the Offices- Business and Professional land use classification. Staff categorizes the Urgent Care use as an Office- Business and Professional land use.

Staff reached out to several cities to identify how they classify Urgent Care offices with respect to land use. The only City that Staff could find that has a specific Urgent Care land use classification is the City of Cotati (Attachment E). Like Manhattan Beach, the

cities of Tustin, Laguna Hills, Glendora, Yuba City, Beverly Hills, Calabasas, Redondo Beach, Culver City, El Segundo, Gardena, Hermosa Beach, Inglewood, Torrance, Rolling Hills Estates, and West Hollywood all do not have a specific land use classification for Urgent Care offices, but rather classify Urgent Care offices as general office use, medical office use, or similar land use. Of all the Cities mentioned above, only the City of Cotati requires a Conditional Use Permit or other discretionary application specifically for an Urgent Care use.

Neighbor Impacts

Some residents have raised concerns that Urgent Care offices have a higher impact on neighbors than other medical office uses. Some concerns have been raised about the possibility of ambulances with loud sirens dropping off patients at Urgent Care offices, drug-addicts loitering around pharmacies attached to Urgent Care offices, extended evening hours, and a general increase in traffic, noise, and exterior light. Other residents claim that an Urgent Care office is an emergency room with lab equipment, and would thus require a Use Permit as both Emergency Health Care and Laboratory land uses require Use Permits.

Ambulance Delivery

Manhattan Beach Paramedics are required by California law to drop patients off at a hospital with an emergency room, and thus do not and cannot drop off any patients at any Urgent Care offices. Little Company of Mary and Torrance Memorial in Torrance are the main hospitals where Manhattan Beach Paramedics drop off patients, with Harbor/UCLA Medical Center being the primary drop off point for trauma patients. Manhattan Beach Paramedics have picked up patients from the City's existing Urgent Care offices in order to transport them to a local hospital's emergency room, just as they would pick up a patient from their residence or office or anywhere in the City in an emergency situation.

Drug Addicts Loitering Around Pharmacy

The Manhattan Beach Police Department has confirmed that there have not been any reported issues with drug addicts loitering around any of the existing pharmacies in the City. Furthermore, the Police Department has confirmed that there have not been any attempted robberies of pharmacies in the City. There is no reason to believe that any pharmacy attached to an Urgent Care would encourage any additional amount of crime. There are a number of Pharmacies in the City associated with retail uses and medical uses, such as CVS and Walgreens.

Extended Hours

Urgent Care offices tend to be open past the typical 5:00 pm closing time of most medical offices, with many staying open until 8:00 or 9:00 pm. Many resident-adjacent businesses in the City also stay open past 5:00 pm, including hair salons, restaurants, bars, tutoring centers, yoga and fitness studios, retail stores, gas stations, etc.

Parking and Traffic

The Code requires that any medical office provide one parking space for every 200 square feet of building area. Urgent Care offices, like all businesses, must meet all parking requirements. If an Urgent Care wishes to open but cannot meet the Code's parking requirements, they may apply for a Use Permit after conducting a parking demand study showing that the business operations and conditions on site require less parking than the one per 200 square feet requirement.

Laboratories

Laboratories require Use Permits in the General Commercial (CG) zone, and are not allowed in any other Commercial zone (see Attachment D for how the Laboratory land use classification is defined in the Code). Staff believes the intent of the Laboratory land use classification is to regulate laboratories that may contain hazardous chemicals, loud equipment, noxious odors, and other negative byproducts of operations. Urgent Care offices generally do not have the type of equipment that produces these types of negative effects. Rather, Urgent Care offices have incidental lab equipment that aids in administering routine medical tests that are directly related to the medical service provided. Common tests requiring lab equipment include pregnancy tests, X-rays, blood and urine tests, strep culture, and other basic medical tests.

Policy Direction

Staff believes there is an opportunity to update the Municipal Code and the Local Coastal Program (LCP) by refining the existing medical-related land use classifications and by creating an Urgent Care land use classification that would include some basic performance standards, but still allow the use by right in commercial zones. Urgent Care performance standards could include the following:

Staff Recommended Performance Measures:

- 1- Setting reasonable operating hours to discourage late night office hours. As some guidance, a Use Permit is required for Food and Beverage Sales (grocery stores, liquor stores and delis) that operate between 10:30 PM and 6:00 AM in the CL, CD and CNE Zones (10.16.020 F-9). These limitations do not apply in the CC and CG zone.
- 2- Requiring a minimum distance between the main entry of the Urgent Care office and neighboring residential uses.

Other Performance Standards to Discuss that Staff Does Not Recommend:

- 3- Requiring a minimum distance between Urgent Care Facilities.
- 4- Prohibiting ambulance transport **to** the facilities, only allow **from** the facilities.
- 5- Only allowing patients of the Urgent Care to use the on-site pharmacy.

Alternatively, the Planning Commission might feel that existing land use regulations have sufficiently regulated all medical related land uses, including Urgent Care offices,

and there is no need to create an Urgent Care land use classification with performance standards. The Zoning Code [10.16.020 (B)] requires a Use Permit for all new commercial projects, not just medical –related land uses, over 5,000 square feet in buildable floor area or sites over 10,000 square feet in area. Furthermore, the Code already has a number of existing regulations that address the potential negative impacts of business operation, such as requiring the screening of exterior lights so there is no off-site glare, prohibiting excessive noise that would disturb a reasonable person of normal sensitivity, and setting site landscaping requirements in order to create green space in commercial projects.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (“CEQA”), the Community Development Department has determined that amendments to the Municipal Code and Local Coastal Program that address the Urgent Care land use are exempt from the requirements of CEQA and the City’s CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3).

PUBLIC INPUT

A ¼ page display ad public notice for the proposed MBMC and LCP Code Amendments was published in the Beach Reporter newspaper on August 31, 2017, in compliance with state and local law and mailed to the California Coastal Commission. Interested parties, including residents and Urgent Care office administrators, were also emailed. The draft MBMC and LCP Amendments, including the staff report and attachments, have been made available at the Manhattan Beach County Library, the Police Department and at the Community Development Department. The staff report and attachments are also posted on the City’s website.

CONCLUSION

Staff recommends that the Planning Commission conduct the public hearing, accept testimony, discuss the issues, and direct Staff to draft amendments to the Municipal Code and Local Coastal Program that address the Urgent Care land use.

Attachments:

- A. Ordinance No. 17-0015U- IZO Health Care Facilities
- B. American Academy of Urgent Care Medicine- Definition of Urgent Care Medicine
- C. California Health and Safety Code Section 1250- Definition of a Hospital
- D. Manhattan Beach Municipal Code Medical-Related Land Use Classifications
- E. City of Cotati’s Land Use Classification for Urgent Care

cc. California Coastal Commission

THIS PAGE
INTENTIONALLY
LEFT BLANK

ORDINANCE NO. 17-0015-U

AN INTERIM ORDINANCE OF THE CITY OF MANHATTAN BEACH PROHIBITING THE ESTABLISHMENT OF NEW HEALTH CARE FACILITIES ON SEPULVEDA BOULEVARD IN THE CITY AND DECLARING THE URGENCY THEREOF

THE MANHATTAN BEACH CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Moratorium. Notwithstanding any other ordinance or provision of the Manhattan Beach Municipal Code, no application for a building permit, site plan review, or any land use entitlement shall be accepted for processing or approved for the conversion of any existing space to, or the construction of a new building for the establishment of any of the following uses on Sepulveda Boulevard unless the City has issued a use permit for such use prior to adoption of this Ordinance. For purposes of this Ordinance, Health Care Facilities includes but are not limited to:

- A. Medical or dental offices, including, but not limited to, licensed or certified physicians, psychologists, psychiatrists, dentists, and chiropractors;
- B. Medical or dental laboratories, either as a primary use or incidental to an office use;
- C. Emergency health care facilities, hospitals, medical clinics and urgent care facilities;
- D. Assisted care facilities;
- E. Any residential care facility or adult day health center; and
- F. Convalescent facilities.

SECTION 2. This Ordinance does not apply to residential care facilities that serve six or fewer persons.

SECTION 3. Term. This Ordinance shall expire, and the moratorium on new health care facilities imposed hereby shall terminate, 45 days after the adoption of this Ordinance, unless extended by the City Council at a regularly noticed public hearing pursuant to California Government Code Section 65858.

SECTION 4. Hardship Exemption. An application for a building permit, site plan review, or any other land use entitlement for the establishment of any Health Care Facility located on Sepulveda Boulevard may be approved if the applicant has obtained a hardship exemption from the City Council. Hardship exemption applications shall be filed in writing with the Director of Community Development and shall contain all documentation relied upon to support the hardship claim. A hardship exemption application must be filed no later than 10 days in advance of a regular meeting of the City Council in order to be considered at such meeting; otherwise the application shall be considered at the following regular meeting. The City Council shall grant a hardship

exemption upon making a finding that denial of the exemption and enforcement of this Ordinance against the applicant's property would result in the applicant being deprived of all economically viable use of the property. The City Council may consider other factors in order to determine hardship.

SECTION 5. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance would have a significant effect on the environment, because the Ordinance will impose greater limitations on development in the City by temporarily prohibiting new health care facilities, and will thereby serve to reduce potential significant adverse environmental impacts. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 6. Penalty. 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. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

SECTION 7. Legislative Findings. Due to a recent proliferation of health care facilities, including medical offices, urgent care facilities, clinics, and treatment centers on Sepulveda Boulevard, the City is currently studying new zoning code regulations for these uses. Many of these uses are treated as a type of professional office and approved ministerially due to the lack of specific use classifications for certain health care-related uses. The proliferation of new health care facilities has a detrimental impact on economic development goals, potential sales tax revenues, the diversity of commercial land uses, and the activation of pedestrian activity along Sepulveda Boulevard in the City. Further, the ministerial approval of some, but not all, health care uses adversely effects the variety of health care options in the City. This Ordinance is necessary to prevent the establishment of additional health care facilities while the City studies the appropriate locations and consistent standards for these uses.

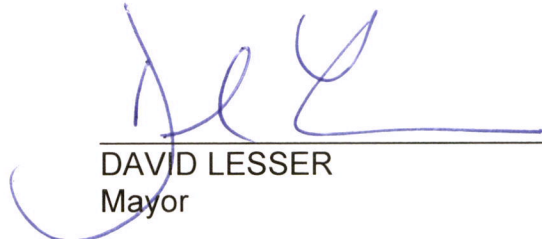
The City Council finds that property owners are likely to submit applications for land use entitlements to establish health care facilities. Due to the proliferation of these uses, the City needs to adopt this Ordinance to give the City time to modernize its use classifications and definitions for health-related uses and to establish permanent regulations for these uses. The City intends to study and adopt permanent regulations within a reasonable time. The Department of Community Development, Planning Commission, the City Council, and the people of Manhattan Beach require a reasonable, limited, yet sufficient amount of time to consider and establish permanent regulations to allow needed health care facilities without causing a detrimental effect to the general welfare in the City. Given the time required to study and prepare new regulations, conduct duly noticed public hearings before the Planning Commission and the City Council, the City Council finds that this Ordinance is necessary to prevent the establishment of

additional health care facilities and continued proliferation of new health care facilities on Sepulveda Boulevard.

Based upon the foregoing, the City Council hereby finds that there is a current and immediate threat to the public health, safety, or welfare if new health facilities were established on Sepulveda Boulevard, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for such uses which is required in order to comply with the City's Zoning Ordinance would result in that threat to public health, safety, or welfare. Due to the foregoing circumstances, it is necessary for the preservation of the public health, safety, and welfare for this Ordinance to take effect immediately. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health, and safety within the meaning of Government Code Sections 65858 and 36937(b) and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption.


ADOPTED on August 7, 2017.

AYES: Hersman, Napolitano, Howorth and Mayor Lesser.
NOES: Montgomery.
ABSENT: None.
ABSTAIN: None.



DAVID LESSER
Mayor

ATTEST:



LIZA TAMURA
City Clerk

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

I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance, being Ordinance No. 17-0015-U was duly passed and adopted by the said City Council, approved and signed by the Mayor, and attested by the City Clerk, of said City, all at an adjourned regular meeting of the said Council duly held on the 7th day of August 2017, and that the same was so passed and adopted by the following vote, to wit:

Ayes: Hersman, Napolitano, Howorth and Mayor Lesser.
Noes: Montgomery.
Absent: None.
Abstain: None.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 7th day of August, 2017.



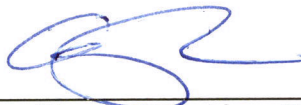
City Clerk of the City of
Manhattan Beach, California

(SEAL)

CERTIFICATE OF PUBLICATION

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

I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, do hereby certify that Ordinance No. 17-0015-U has been duly and regularly published according to law and the order of the City Council of said City and that same was so published in The Beach Reporter, a weekly newspaper of general circulation on the following date, to wit August 17, 2017 and in witness whereof, I have hereunto subscribed my name this 21st day of August, 2017.



City Clerk of the City of
Manhattan Beach, California

Attachment B

Source: American Academy of Urgent Care Medicine

<http://aaucm.org/about/urgentcare/default.aspx>

Definition of Urgent Care Medicine

Urgent Care Medicine (UCM) is the provision of immediate medical service offering outpatient care for the treatment of acute and chronic illness and injury. It requires a broad and comprehensive fund of knowledge to provide such care. Excellence in care for patients with complex and or unusual conditions is founded on the close communication and collaboration between the urgent care medicine physician, the specialists and the primary physicians.

Urgent care does not replace your primary care physician. An urgent care center is a convenient option when someone's regular physician is on vacation or unable to offer a timely appointment. Or, when illness strikes outside of regular office hours, urgent care offers an alternative to waiting for hours in a hospital Emergency Room.

Understanding the Scope of Urgent Care Practice

Because urgent care practitioners are on the “front lines” of medicine, they need to be proficient in evaluating and caring for – at least initially – any patient who walks into an urgent care medicine center or urgent care clinic. For this reason, there is some overlap in the scope of practice between UCM and all existing medical specialties that involve direct patient care. Because of the convenience of UCM centers, patients choose these facilities when they are unable to see their usual doctor in a timely fashion or choose not to go to a hospital emergency department.

For most patients seen in an ambulatory medicine setting, the UCM specialist can fully care for the presenting problem, either independently or in consultation with another specialist. Sometimes patients will require follow-up with or referral to another specialist, transfer to an emergency department, or direct hospitalization (with inpatient care by the consultant). UCM specialists do not perform surgery (other than wound repair and skin lesion removal), do not care for inpatients, and typically do not engage in the continuing medical care of chronic medical problems.

Of all of the existing specialties, UCM shares the most in common with family practice and emergency medicine, though there is enough uniqueness of practice that UCM, in reality, is a separate specialty with a distinct knowledge base, skill set, and required breadth of experience. UCM shares with family practice (FP) its broad scope: caring for both male and female patients of any age with any complaint. UCM differs from FP in that its primary focus is on acute medical problems.

Because specialization is the result of focused attention and having experience in a particular area, acute care represent the majority of what UCM specialists do – versus FP practitioners who divide their time caring for some acute, but predominately chronic health issues. Because of this, their experience and expertise in acute care is more extensive than that of FP practitioners. The FP's area of practice that is distinct from UCM involves continuity of medical care and, for some FP practitioners, inpatient care and obstetrics.

Attachment B

As with FP, UCM shares a broad scope with Emergency Medicine (EM) as well: caring for both male and female patients of any age with any complaint. UCM differs from EM in that its primary focus is on acute medical problems at the lower end of the severity spectrum. UCM specialists have expertise evaluating and treating these patients with only simple office-based laboratory tests (e.g., urinalysis, pregnancy test, rapid strep assay) and X-ray. There is no immediate access to extensive laboratory testing or advanced imaging (e.g., CT scanning and ultrasound). Those who present to an urgent care center who, in the judgment of the UCM specialist, require this, are transferred to a hospital emergency department. Due to the simpler administrative procedures and costs associated with office-based versus hospital-based practice, similar care in an UCM setting can generally be provided more quickly and economically than in an EM setting. The area of EM's practice that is distinctive from UCM involves the definitive care of critically ill patients and the ability to observe patients for an extended period of time.

Attachment C

HEALTH AND SAFETY CODE - HSC

DIVISION 2. LICENSING PROVISIONS [1200 - 1796.63]

(Division 2 enacted by Stats. 1939, Ch. 60.)

CHAPTER 2. Health Facilities [1250 - 1339.59]

(Chapter 2 repealed and added by Stats. 1973, Ch. 1202.)

ARTICLE 1. General [1250 - 1264]

(Article 1 added by Stats. 1973, Ch. 1202.)

1250.

As used in this chapter, “health facility” means a facility, place, or building that is organized, maintained, and operated for the diagnosis, care, prevention, and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons, to which the persons are admitted for a 24-hour stay or longer, and includes the following types:

(a) “General acute care hospital” means a health facility having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff that provides 24-hour inpatient care, including the following basic services: medical, nursing, surgical, anesthesia, laboratory, radiology, pharmacy, and dietary services. A general acute care hospital may include more than one physical plant maintained and operated on separate premises as provided in Section 1250.8. A general acute care hospital that exclusively provides acute medical rehabilitation center services, including at least physical therapy, occupational therapy, and speech therapy, may provide for the required surgical and anesthesia services through a contract with another acute care hospital. In addition, a general acute care hospital that, on July 1, 1983, provided required surgical and anesthesia services through a contract or agreement with another acute care hospital may continue to provide these surgical and anesthesia services through a contract or agreement with an acute care hospital. The general acute care hospital operated by the State Department of Developmental Services at Agnews Developmental Center may, until June 30, 2007, provide surgery and anesthesia services through a contract or agreement with another acute care hospital. Notwithstanding the requirements of this subdivision, a general acute care hospital operated by the Department of Corrections and Rehabilitation or the Department of Veterans Affairs may provide surgery and anesthesia services during normal weekday working hours, and not provide these services during other hours of the weekday or on weekends or holidays, if the general acute care hospital otherwise meets the requirements of this section.

THIS PAGE
INTENTIONALLY
LEFT BLANK

Attachment D

Medical Related Land Use Classifications

MBMC 10.08.040 Public and semipublic use classifications.

Emergency Health Care. Facilities providing emergency medical service with no provision for continuing care on an inpatient basis.

Convalescent Facilities. Establishments providing care on a twenty-four (24) hour basis for persons requiring regular medical attention, but excluding facilities providing surgical or emergency medical services.

Residential Care, General. Twenty-four (24) hour non-medical care for seven (7) or more persons, including wards of the juvenile court, in need of personal services, supervision, protection, or assistance essential for sustaining the activities of daily living. This classification includes only those services and facilities licensed by the State of California

Hospitals. Facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons, primarily on an inpatient basis. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.

MBMC 10.08.050 Commercial use classifications.

Ambulance Services. Provision of emergency medical care or transportation, including incidental storage and maintenance of vehicles.

Laboratories. Establishments providing medical or dental laboratory services; or establishments with less than two thousand (2,000) square feet providing photographic, analytical, or testing services. Other laboratories are classified as limited industry.

Offices, Business and Professional. Offices of firms or organizations providing professional, executive, management, or administrative services, such as architectural, engineering, graphic design, interior design, real estate, insurance, investment, legal, veterinary, and medical/dental offices, including, but not necessarily limited to: licensed or certified physicians, psychologists, psychiatrists, chiropractors, and massage, acupuncture, and acupressure therapists. This classification includes medical/dental laboratories incidental to an office use, but excludes banks and savings and loan associations.

THIS PAGE
INTENTIONALLY
LEFT BLANK

Attachment E

City of Cotati Municipal Code Section 17.90.020

“Medical services – Clinic, urgent care” means a facility other than a hospital where medical, mental health, surgical and other personal health services are provided on an outpatient basis. Examples of these uses include:

1. Medical offices with five or more licensed practitioners and/or medical specialties;
2. Outpatient care facilities;
3. Urgent care facilities;
4. Other allied health services.

These facilities may also include incidental medical laboratories. Counseling services by other than medical doctors or psychiatrists are included under “Offices – Professional/administrative.”

THIS PAGE
INTENTIONALLY
LEFT BLANK

**CITY OF MANHATTAN BEACH
PLANNING COMMISSION
MINUTES OF REGULAR MEETING
OCTOBER 11, 2017**

A Regular Meeting of the Planning Commission of the City of Manhattan Beach, California, was held on the 11th day of October, 2017, at the hour of 6:00 p.m., in the City Council Chambers, at 1400 Highland Avenue, in said City.

1. ROLL CALL

Present: Burkhalter, Morton, Seville-Jones, Chairperson Apostol
Absent: None
Others Present: Anne McIntosh, Director of Community Development
Ted Faturos, Assistant Planner
Michael Estrada, Assistant City Attorney
Rosemary Lackow, Recording Secretary

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

3. APPROVAL OF THE MINUTES

10 /11 /17-1. Regular meeting – September 13, 2017

It was moved and seconded (Seville-Jones/Burkhalter) to approve the minutes of 9/27/17 subject to two changes on Page 1: 1) Change “Jones” to “Seville-Jones” as the maker of the motion for approval of the minutes of July 26, 2017 and; 2) Change “Apostle” to “Apostol” in line one of public hearing item 09/13/17 -1.

4. PUBLIC HEARING

10/11/17-2. Consideration of Amendments to the Municipal Code and Local Coastal Program (LCP) Related to Urgent Care Medical Uses

Chair Apostol announced the continued public hearing and invited staff to present the staff report.

Assistant Planner Ted Faturos presented a summary report, focusing on follow-up by staff from the initial hearing in July including: info regarding Pasadena regulations (no use permit requirement), emergency room and parking standards (I.T.E. standards and peak demand for medical offices and clinics vs. city requirements), urgent care operating characteristics (non-life-threatening situations only); and policy direction as to possible code refinements. Mr. Faturos went over the proposed code amendment language for the Municipal Code (10.08.050 and 10.64.030) and Coastal Program implementing code (A.08.050 and A.64.030). Mr. Faturos noted that staff does not believe that urgent care facilities constitute a threat to the public health, safety and welfare and therefore a higher level of scrutiny beyond code compliance is not warranted. He concluded with the staff recommendation – that the Commission conduct the public hearing, and, subject to public input, adopt the draft resolution, recommending that the City Council amend the applicable codes, refining existing use and parking regulations for urgent care facilities. He reviewed the specific language changes being proposed in “redline/strikeout” code excerpts.

Staff responded to questions from the Commission. Mr. Faturos affirmed that this proposal is not a real change in policy or code, but rather clarifies existing code. The code currently is not specific as to the parking requirement for “urgent care” facilities and staff believes it is a good time to be specific; that with the code clarification, the Manhattan Beach code will be in line or stricter than as provided in the I.T.E. standards for medical offices/clinics. Regarding use of the word “routine” staff responded that staff would be comfortable in using “non-life-threatening” in place of “routine”.

Mr. Faturos responded that he wasn’t clear as to why the term “clinic” is not in the code.

PUBLIC HEARING

Chairperson Apostol opened the public hearing and invited interested parties to address the Commission.

Rob Mahan, City resident and Chief Executive Officer of Exer, with the aid of a PowerPoint slides, provided information about Exer's urgent care facilities. His main points covered include: defining Urgent Care (UC) vs. emergency room (ER), or physician practice care; responses to concerns about impacts of UC facilities to the community; the value that UC facilities bring to a community; how Exer addresses ER problem without being an ER (now by default, ERs are unnecessarily providing a very high cost solution to urgent care patients); services Exer is going to bring to the Manhattan Beach community; and finally, he went over the traffic circulation of visitors that will be coming to the Manhattan Beach site, indicating that it will not be encouraged to use the residential streets. He summarized that Exer's urgent care is a specialty emergency practice that has as its goal to provide a positive experience and high "net promoter score". He offered to provide a tour of their Redondo Beach facility.

Chair Apostol invited others present to speak.

Nicole Barkopoulos, adjoining owner of the Exer site in Manhattan Beach, appreciates hearing from Exer but remains concerned regarding traffic circulation and feels that without a use permit process, that development does not seem fully vetted; it seems because each UC facility can be somewhat different as described by Exer, it doesn't seem that reliance only on application of the code standards will be sufficient to protect residents from potential impacts and she believes a Use Permit should still be required.

Dr. Paul Barkopoulos, also appreciates diligence of the Commission and Council in looking at urgent care and believes that UC facilities are very different from traditional doctor offices; for example, at an UC facility, a patient doesn't have an established relationship with the physician providing the care and the doctor does not have medical history of the drop in patients. He urged that a use permit be required so that, while this is a necessary and beneficial community service, each facility can be reviewed individually and each may need special standards or conditions. Other remaining concerns are that controlled substances will be on-site, and believes that the trend with cities is to provide more, not less regulation of UC.

There being no other speakers, Chair Apostol closed the hearing and invited discussion by the Commission.

DISCUSSION

Commissioner Seville-Jones noted her appreciation of the participants in this hearing. She believes: adding the term "non-life-threatening" in the use description of "urgent care" will be very helpful and is appropriate; she has not seen evidence that supports resident concerns/fears of impacts such as noise from ambulances or traffic congestion since ambulances are not allowed and the total number of patients expected per day is 60, which is fewer than expected for other permitted commercial uses. She also doesn't see what, in this business model, needs closer regulation, noting that; if a UC facility can dispense medication, it is expected that the business would have adequate security, and lastly, while other jurisdictions may require use permits as indicated through an internet search, this doesn't in and of itself explain why Manhattan Beach should also have a use permit requirement - there may be other factors present for other cities that would trigger such a requirement that does not apply to Manhattan Beach.

Commissioner Morton appreciates getting more information tonight and the residents' feedback. While he agrees with Dr. Barkopoulos' points, he couldn't find on the internet any other cities that require use permits. He falls on the side of the points made by Commissioner Seville-Jones - that there doesn't seem to be sufficient evidence that closer regulation is needed and, rather, to arrive at such a conclusion would be uncomfortable for him. He does, however, feel that the code should be clearer.

Commissioner Burkhalter stated that he had concerns coming into this hearing about parking in particular, and researched standards for other cities. He found that of the cities that address urgent care, very few have a blanket use permit requirement and those that do mostly have extenuating circumstances. He believes that the "bottom line" is that Manhattan Beach's requirements already are more stringent than other cities, citing that no other city had a parking standard as high as 1:200. Lastly he finds it compelling that the Little Company of Mary facility has been operating for a long time (20 years?) and he hasn't seen evidence that there have been any security issues. He noted that the site location for Exer and its constraints may make an UC use here more challenging.

Chair Apostol stated that he also focused on parking and looked at Pasadena and regulations for such uses on commercial versus non-commercial corridors. But, this discussion is about commercial zoning on a commercial corridor. He similarly couldn't find a trigger that would warrant requiring use permits.

Director McIntosh directed the Commission's attention to the draft resolution, stating it has been reviewed by the City Attorney who suggested certain changes to the resolution based on the Commission discussion.

A motion was subsequently made and seconded (Seville-Jones/Morton) to ADOPT the draft Resolution with the following modification: In Section 3, in the paragraph "Offices, Business and Professional" in line 7, strike "routine" (after "...provide patients") and replace with "for non-life-threatening conditions".

Roll Call:

AYES: Burkhalter, Morton, Seville-Jones, Chairperson Apostol

NOES: None

ABSENT: None

ABSTAIN: None

5. DIRECTOR'S ITEMS

Director McIntosh reported:

- a. At the regular meeting on October 25th a public hearing will be scheduled for an 11-unit 3-story apartment building at 1214 Tennyson Street.
- b. The Commission's recommendation for a cannabis ordinance will be heard by the City Council on October 17 which will include first reading.
- c. The City Council has accepted Commissioner Ortmann's resignation from the Planning Commission and the vacancy of this seat has been posted.

6. PLANNING COMMISSION ITEMS - None

7. TENTATIVE AGENDA - October 25, 2017 (see Director's item 5.a. above).

8. ADJOURNMENT

The meeting was adjourned at 6:58 P.M. to Wednesday, October 25, 2017 at 6:00 P.M. in the City Council Chambers, City Hall, 1400 Highland Avenue.

/s/Rosemary Lacklow
ROSEMARY LACKOW
Recording Secretary

/s/George Apostol
GEORGE APOSTOL
Chairperson

ATTEST:

/s/Anne McIntosh
ANNE MCINTOSH
Community Development Director

**CITY OF MANHATTAN BEACH
PLANNING COMMISSION
MINUTES OF REGULAR MEETING
SEPTEMBER 13, 2017**

A Regular Meeting of the Planning Commission of the City of Manhattan Beach, California, was held on the 13th day of September, 2017, at the hour of 6:00 p.m., in the City Council Chambers, at 1400 Highland Avenue, in said City.

1. ROLL CALL

Present: Burkhalter, Morton, Seville-Jones, Chairperson Apostol
Absent: Ortmann
Others Present: Anne McIntosh, Director of Community Development
Ted Faturos, Assistant Planner
Jason Masters, Assistant Planner
Michael Estrada, Assistant City Attorney

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

3. APPROVAL OF THE MINUTES

09/13/17-1. Regular meeting – July 26, 2017

It was moved and seconded (Seville-Jones /Burkhalter) to approve the minutes of July 26, 2017 with no changes; there being no objections it was so ordered.

4. PUBLIC HEARING

09/13/17-2. Consideration of Amendments to the Municipal Code and Local Coastal Program (LCP) Related to Urgent Care Medical Uses

Chair Apostol announced the public hearing and invited staff to present the staff report.

Assistant Planner Ted Faturos presented a summary report, covering: background and direction from Council; regulation of urgent care facilities; locations of existing urgent care facilities; neighborhood concerns (e.g. noise from ambulances, loitering by drug addicts, extended hours, parking and traffic); and policy options. Mr. Faturos concluded with the Staff recommendation and Director McIntosh added that the City Council directed that urgent care facilities specifically be brought before the Commission for a focused discussion based on input from residents.

Staff responded to questions noting: 1) Staff is not aware of any complaints received from residents regarding the three currently operating urgent care facilities; 2) Staff sent an email to Exer Urgent Care which did not respond, and also called and left messages for the other existing urgent care businesses again, with no response. Staff also emailed notice to a number of interested parties but received no input; 3) The current code has no cap in operating hours for medical offices.

PUBLIC HEARING

Chair Apostol opened the public hearing.

Steve Packwood, resident, noted his background as a health care administrator with experience in setting up urgent care facilities, does not believe that such facilities are medical offices. He noted that Exer is advertising that they can provide up to 80% of the volume of services that can be obtained at an emergency room and he has observed a large number of parked cars at another Exer location. He believes that the City should redefine urgent care facilities in the code based on concerns such as parking problems and lack of security due to on-site pharmacies. Mr. Packwood noted he lives on Oak Avenue up the street from the Exer facility.

Nicole Barkopoulos, lives on Oak Avenue with her backyard adjoining Exer and understands that this hearing is about urgent care facilities citywide. She objects to the fact that as currently in the code, public notification is not required for new urgent care facilities. She believes that urgent care facilities are not medical offices and are more intense, and conditional use permits should be required to ensure, by more careful vetting process, the security of nearby residents by looking carefully at safety, parking, lighting, and signage.

Director McIntosh advised that a Use Permit is required for all commercial buildings over 5,000 square feet.

Dr. Paul Barkopoulos, underscored concerns expressed by his wife, Nicole. He and neighbors have researched urgent care facilities and there is a strong concern that such uses, while providing additional medical services, are really more like small emergency rooms. Because they are designated medical offices and sign up under a physician's license, they can get around state regulations that would otherwise be imposed on an emergency care facility. He believes that a use permit should be required with traffic impact and parking demand analyses to be reviewed and overall, more oversight by the City.

DISCUSSION

Chair Apostol closed the public hearing and opened the floor for Commission discussion.

Commissioner Burkhalter noted that he was surprised to see that these urgent care medical uses are classified as offices and believes that they are closer to an emergency care; therefore it seems appropriate that a use permit would be required with specific guidelines.

Commissioner Seville-Jones stated that she appreciates the comments made by residents. She recognizes, however, that the state has the responsibility to decide what services can be given by an emergency room and urgent care facilities and doesn't quite see a need to classify urgent care the same as an emergency room. She believes the Commission's focus is to determine whether urgent care facilities should be classified differently from medical offices or pharmacies or other commercial uses permitted in the commercial zone and if so, whether a use permit or additional requirements should be imposed. She does not see empirical evidence to suggest the described impacts will occur and further while she understands that when businesses change over to a more intense use this is upsetting, doesn't believe that this, in and of itself, is a reason to require a use permit.

Commissioner Morton falls on the side that it is the state's responsibility to regulate the differences between emergency care and emergency rooms, believes there are distinct differences and it is telling that there are very few cities that regulate urgent care in a specific way. Although he understands that concerns arise due to intensification, he does not believe this issue merits the City getting out in front and creating more restrictive regulations at this time.

Chair Apostol commented that he believes all the residents comments are valid, and is somewhat on the fence because he also believes in principal that over-regulating and being overly-restrictive is not useful and perhaps additional research is needed. He requested clarification of the Council's direction.

Director McIntosh clarified City Council direction in terms of policy and timing. The sole specific direction from Council is to submit an ordinance creating a new definition for "urgent care." Beyond this the Commission could consider, with no specific mandate, whether specific performance measures should be adopted to apply to the definition and, lastly what the level of review for "urgent care" should be (e.g. should a use permit be required?). Further clarifications were provided: currently staff recommends to not require a use permit; the Council has not requested that the Commission act before it addresses the extension of the Interim Zoning Ordinance (IZO) on health care uses; a new definition with a subset of standards could be adopted that would regulate this use without a use permit; refining the code that regulates urgent care, may also address whether changes in use are considered an "intensification" that could trigger a use permit requirement; and currently the code is silent on whether urgent care is a subset of the medical office use classification.

Chair Apostol initiated discussion on guidance: that Staff should research and come back with a definition and possible operating guidelines, and also look into how to categorize and distinguish the urgent care use from medical offices. He agrees with public input that urgent care is different from medical offices but the question is: what are the important differences?

Commissioner Seville-Jones suggested an approach that urgent care be distinguished from but regulated at the same level as medical offices. She cautioned, however, that deciding performance standards (e.g. limits in operating hours and distance of front doors to residences) can be tricky especially as many residential uses along Sepulveda adjoin commercial, and that could be setting an undesirable precedent of singling out businesses.

Commissioners Morton and **Chair Apostol** agreed with Commissioner Seville-Jones comments on exercising caution. Chair Apostol acknowledged public input suggesting that operating hours for urgent care should in fact, be extended longer so as to accommodate the need for medical care that can arise at all hours.

Director McIntosh noted Staff would propose a definition that clarifies the differences between urgent care and medical offices. Staff has provided a definition provided by the American Academy of Urgent Care Medicine but has found that there is no clear definition in the state regulations. She further noted that there has been a rise in new technology allowing more patients to be seen in urgent care, and that some distinctions between the two uses may be only a matter of difference in business practices which should be taken into account.

The Commission discussed and it was agreed that more information is needed including: 1) Pasadena's regulations; 2) which services can be provided in a traditional doctor's office vs. which need an ER at a hospital; 3) what role, if any, do office hours, and/or having certain types of equipment play; and 4) info as to parking demand for urgent care uses, and whether more is required compared to traditional medical offices.

ACTION

It was moved and seconded (Apostol/Seville-Jones) to REOPEN and CONTINUE THE PUBLIC HEARING to October 11th. It was clarified that the continuance is to enable the staff to research and provide more information and that there will be an opportunity for additional public comment at the continued hearing.

Roll Call:

AYES: Burkhalter, Morton, Seville-Jones, Chairperson Apostol
NOES: None
ABSENT: Ortmann
ABSTAIN: None

Commissioner Morton encouraged Staff to reach out to the owners/operators of existing urgent care facilities.

09/13/17-3. Consideration of Amendments to the Municipal Code and Local Coastal Program (LCP) to Prohibit All Commercial Cannabis Activity in All Zones in the City, and to Allow Limited Cannabis Cultivation Consistent with State Law.

Chair Apostol invited Staff to make a presentation.

Director McIntosh informed on January 1, 2018 there will be a new state law in effect for cannabis cultivation. The ordinance presented tonight protects the City's right to continue its current prohibitions.

Assistant Planner Jason Masters provided a report covering: legal background, state licensing including the recent passage of SB 94, concerns and issues, studies, the City's authority and existing regulations. He went over in detail the proposed ordinance, its enforcement (infraction or misdemeanor), exemption under CEQA, public notification and the Staff recommendation.

Staff responded to questions: the language “commercial transfer of cannabis” is taken out of state law, and simply means cannabis that is sold and not being given away; the difference in the proposed code is it reflects a comprehensive law, addressing both medical marijuana and all commercial cannabis activities; and that greenhouses are explicitly addressed in the definition of a “fully enclosed and secure structure”.

Chair Apostol invited public comment, seeing none, called for a motion.

It was moved and seconded (Burkhalter/Morton) to ADOPT the draft Resolution with no change RECOMMENDING amendments to the Municipal Code/Local Coastal Program relative to cannabis activity and cultivation citywide.

Roll Call:

AYES: Burkhalter, Morton, Seville-Jones, Chairperson Apostol

NOES: None

ABSENT: Ortmann

ABSTAIN: None

5. DIRECTOR'S ITEMS

Director McIntosh announced:

- November 8th Planning Commission meeting will likely be cancelled as the City Council meeting date has been moved to this date due to conflict of regular meeting with Election Day.
- September 26th, 6:00 – 8:00 PM, all interested parties are encouraged to attend a Community Telecom Workshop at the Police and Fire Facility Conference Room. A link on the City's website provides more details.

6. PLANNING COMMISSION ITEMS – None

7. TENTATIVE AGENDA – September 27, 2017 – no new information.

8. ADJOURNMENT

The meeting was adjourned at 7:30 P.M. to Wednesday, September 27, 2017 at 6:00 P.M. in the City Council Chambers, City Hall, 1400 Highland Avenue.

/s/Rosemary Lacklow
ROSEMARY LACKLOW
Recording Secretary

/s/George Apostol
GEORGE APOSTOL
Chairperson

ATTEST:

/s/Anne McIntosh
ANNE MCINTOSH
Community Development Director

Agenda Date: 12/5/2017

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Anne McIntosh, Community Development Director
Laurie B. Jester, Planning Manager
Angelica Ochoa, Associate Planner

SUBJECT:

Conduct Public Hearing to Consider Extending Interim Ordinance No. 17-0001-U for Accessory Dwelling Units (ADU's) (Community Development Director McIntosh).

**CONDUCT PUBLIC HEARING AND ADOPT URGENCY ORDINANCE NO. 17-0032-U
EXTENDING THE INTERIM ZONING ORDINANCE FOR ONE YEAR**

RECOMMENDATION:

Staff recommends that after conducting the public hearing, the City Council introduce Ordinance No. 17-0032-U extending the interim zoning ordinance for one year.

FISCAL IMPLICATIONS:

There is no direct fiscal impact associated with the adoption of the attached Ordinance No. 17-0032-U. However, development of the permanent Zoning Code Amendments for Accessory Dwelling Units (ADU's) and processing future applications for ADU's, will require additional staff time and resources.

BACKGROUND/DISCUSSION:

On December 20, 2016, the City Council adopted Interim Ordinance No. 16-0038-U prohibiting the establishment of new ADUs, except those that satisfy specified standards. The Interim Ordinance was modified and extended on January 17, 2017 with the adoption of Urgency Ordinance No. 17-0001-U and will expire on December 19, 2017 if not extended. Pursuant to Government Code Section 65858, the alleviation report was issued on November 21, 2017, a minimum 10 days before the Interim Ordinance will expire. The Urgency Ordinance is required as new State regulations for ADU's went into effect on January 1, 2017, and if no local regulations are adopted then the City is required to approve any ADU that meets minimum

State standards which are likely inconsistent with the regulations that the City is currently developing.

As previously directed by the Council, Staff will continue to study the use of guest houses throughout the City and the appropriate locations and standards for ADU's for the long term benefits of the community and is requesting that the City Council adopt the interim Ordinance No. 17-0032-U. The proposed Ordinance will include the same standards and requirements as stated in Ordinance No. 16-0038-U and 17-0001-U related to setbacks, parking requirements, owner occupied and rental terms, square footage, height, and separation between buildings as follows:

- Setbacks. The ADU must have setbacks of at least five feet from all lot lines, except as follows: For an ADU that is converted from an existing garage, no additional setbacks beyond the existing garage setback shall be required, except as may be required by the local building and fire codes.
- Parking Requirements. A minimum of one off-street parking space must be provided for each bedroom or studio, in addition to the parking required for the primary residence. However, certain ADUs may be built with no additional parking for the ADU.
- Owner-Occupant and Rental Terms. The property owner must be an owner-occupant.
- Rental Term. The ADU must be rented only for terms longer than 30 days.
- Square Footage. The total floor space area of the ADU must be no more than 500 square feet and, if attached to the primary residence, no more than 50% of primary residence's living area. This 500 square foot maximum is consistent with the current guest house regulations.
- Height. The ADU structure must not exceed 12 feet measured from a weighted average of the local grades around the perimeter of the ADU. However, additional height is permitted if the ADU satisfies particular roof-pitch requirements or if the ADU is constructed directly above a garage.
- Separation. A detached ADU must be separated from the primary residence by at least ten feet.

The City Council must make the following finding (set forth in the draft Ordinance) to adopt the Interim Urgency Ordinance and a four-fifths vote is required for passage:

There is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare.

PUBLIC OUTREACH/INTEREST:

A legal notice was published in the Beach Reporter on November 23, 2017. Future Planning Commission and City Council public hearings for the Zoning Code Amendments will also be noticed.

ENVIRONMENTAL REVIEW

Pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), this Ordinance is exempt from the California Environmental Quality Act ("CEQA")

because it is an ordinance regarding accessory dwelling units to implement the provisions of Government Code Section 65852.2.

LEGAL REVIEW

The City Attorney has reviewed this report and approved as to form the interim ordinance.

Attachments:

1. Ordinance No. 16-0038-U (Adopted December 20, 2016)
2. Ordinance No. 17-0001-U (Adopted January 17, 2017)
3. Draft Interim Ordinance No. 17-0032-U

ORDINANCE NO. 16-0038-U

AN INTERIM ORDINANCE OF THE CITY OF MANHATTAN BEACH PROHIBITING NEW ACCESSORY DWELLING UNITS, EXCEPT THOSE THAT SATISFY SPECIFIED STANDARDS, AND DECLARING THE URGENCY THEREOF

THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH DOES ORDAIN AS FOLLOWS:

SECTION 1. No application for a building permit or other land use entitlement shall be accepted for processing or approved for an accessory dwelling unit ("ADU") proposed to be located in Area District III or Area District IV of the City Zoning Map. An ADU proposed to be located in Area District I or Area District II of the City Zoning Map shall be permitted if it satisfies all the requirements in Section 4 of this Ordinance.

SECTION 2. This Ordinance shall expire, and its standards and requirement shall terminate, 45 days after the date of adoption of this Ordinance, unless extended by the City Council at a regularly noticed public hearing, pursuant to Government Code Section 65858.

SECTION 3. The term "ADU" shall mean an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons and includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. The term "ADU" also includes an "Efficiency Unit" as defined in Health and Safety Code Section 17958.1 and a "Manufactured Home" as defined in Health and Safety Code Section 18007. Notwithstanding the foregoing, the term "ADU" does not include a "Guest House (or Accessory Living Quarters)," as defined in Municipal Code Section 10.04.030.

SECTION 4. The City shall not approve an application for an ADU unless the ADU satisfies all of the standards below. An application for an ADU in Area District I or Area District II that satisfies each of the below standards shall be approved by the Director of Community Development following a ministerial review for compliance.

- A. The ADU is located on the same lot as an existing single-family residence and the lot is zoned RS, RM, RH, or RPD.
- B. The ADU is the only ADU located, or proposed to be located, on the residential lot.
- C. The property owner records a declaration of restrictions placing the following restrictions on the property, the property owner, and all successors in interest: (i) the property owner to be an owner-occupant, (ii)

the ADU to be rented only for terms longer than 30 days, (iii) the ADU not to be sold or conveyed separately from the primary residence, (iv) the property owner and all successors in interest shall maintain the ADU and the property in accordance with all applicable ADU requirements and standards, and (v) that any violation will be subject to penalties as provided in Chapter 1.04 of the Municipal Code.

- D. The ADU has setbacks of at least five feet from all lot lines, except as follows: For an ADU that is converted from an existing garage, no additional setbacks beyond the existing garage setback shall be required, except as may be required by the local building and fire codes.
- E. The ADU's color, materials, and architectural details, including windows and roof pitch, match the primary residence.
- F. The total floorspace area of the ADU is no more than 1,200 square feet and, if attached to the primary residence, no more than 50% of primary residence's living area.
- G. A minimum of one offstreet parking space is provided for each bedroom of the ADU or studio ADU, in addition to the parking required for the primary residence. The parking spaces shall satisfy all of the following:
 - 1. Required yards and open space shall not be used for parking except that parking may be located within an enclosed accessory building as permitted by Municipal Code Section 10.52.050.
 - 2. The dimensions of all parking spaces or driveways comply with the requirements set forth in Municipal Code Section 10.64.090.
 - 3. If a garage, carport, or covered parking structure is demolished in conjunction with construction of the ADU, the offstreet parking spaces lost as a result of the demolition shall be replaced on-site. The replacement parking spaces may be covered spaces, uncovered spaces, tandem spaces, or spaces created by mechanical automobile parking lifts.
 - 4. If an existing garage or other parking is converted to or displaced for an ADU, the conversion or displacement shall not eliminate any offstreet parking that is required for the primary residence.
- H. Notwithstanding subdivision G above, no additional parking space is required for an ADU that satisfies any of the following:
 - 1. The ADU is located within one-half mile of public transit;
 - 2. The ADU is located within an architecturally and historically significant historic district;

3. The ADU is part of the existing primary residence or an existing accessory structure;
 4. The ADU is located in an area where on-street parking permits are required but not offered to the ADU occupant; or
 5. The ADU is located within one block of a car share vehicle.
- I. The property owner pays all sewer, water, school district, and other applicable fees, including development impact fees.
 - J. The property owner installs a new or separate utility connection between the ADU and the utility, and pays all applicable connection fees or capacity charges, except for ADUs specifically exempted under Government Code Section 65852.2(e) and (f).
 - K. The height of the ADU structure shall not exceed 12 feet measured from a weighted average of the local grades around the perimeter of the ADU, except as follows:
 1. An ADU may be up to 15 feet if it has (i) a minimum 3 in 12 roof slope and (ii) a single roof ridge-line located at approximately the center of the structure.
 2. An ADU constructed directly above a garage may be up to 22 feet if it is (i) not located within a required yard or (ii) located at least 3 feet from all property lines and vehicle access to the garage is from an alley.
 - L. The distance between the ADU and the primary residence or other accessory building shall be at least ten feet.

SECTION 5. CEQA Finding. The City Council hereby finds that this interim zoning ordinance implements the provisions of Government Code Section 65852.2 and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.17 and California Code of Regulations, Title 14, Chapter 3, Section 15282(h).

SECTION 6. Penalty. 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. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

SECTION 7. Legislative Findings. The City is currently studying the potential land use, public services, parking, traffic, and infrastructure effects of

allowing ADUs to be built on lots in various areas of Manhattan Beach. Effective January 1, 2017, Assembly Bill 2299 ("AB 2299") and Senate Bill 1069 ("SB 1069") amend Government Code Section 65852.2 to further limit the standards cities may impose on ADUs and require city ordinances to incorporate State-mandated standards for certain types of ADUs. As amended, Government Code Section 65852.2 allows the City to designate areas where ADUs may be permitted and to establish objective standards related to parking, height, setback, lot coverage, landscaping, and architectural review, which must be applied ministerially except where a property owner is seeking an exception to the adopted standards. In the absence of a State-compliant ordinance on January 1, 2017, the City's existing ADU regulations may be considered null and void pursuant to Government Code Section 65852.2(a)(4), and the City would then be required to approve any ADU that meets minimal State criteria. Areas of Manhattan Beach vary significantly in lot size, lot coverage, density, traffic, parking, and seasonal population fluctuations. Unless the City adopts this interim urgency ordinance, the City would be required to either approve ADUs in locations and under standards that may have severe negative impacts on the surrounding community or adopt permanent standards without the benefit of an inquiry and study on the appropriate locations and standards for ADUs in the City and in particular areas.

Staff is studying, revising, and drafting proposed permanent regulations, which both the Planning Commission and City Council must then consider after receiving input from residents at public hearings. The new ADU regulations will also require an amendment to the City's Local Coastal Plan. The City Council finds that property owners are likely to submit applications for ADUs before the new regulations become effective. These applications would cause confusion and ambiguity regarding the applicability of provisions in the City's current ADU regulations, at least some of which are compliant with the new legislation, and the State standards, with potentially inconsistent and unfair results for City residents. The establishment of these ADUs has the potential to conflict with the City's permanent ADU regulations, which will be adopted in compliance with Government Code Section 65852.2 after further study of the appropriate standards and locations for ADUs in Manhattan Beach. Therefore, this Ordinance is necessary to protect the public safety, health, and welfare and its urgency is hereby declared.

The City intends to consider the adoption of permanent regulations within a reasonable time. The Planning Commission, the City Council and the people of Manhattan Beach require a reasonable, limited, yet sufficient period of time to establish permanent regulations for ADUs. Given the time required to schedule and conduct duly noticed public hearings before the Planning Commission and the City Council, the City Council finds that this Ordinance is necessary to prevent the establishment of ADUs with a reasonable potential to conflict with the City's permanent regulations. The City Council has the authority to adopt an interim ordinance pursuant to Government Code Section 65858 in order to protect the public health, safety, or welfare.

SECTION 8. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 9. Savings Clause. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City, or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violation was committed prior to the effective date of this Ordinance, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.


PASSED, APPROVED and ADOPTED this 20th day of December, 2016.

AYES: Burton, Powell, Howorth, Lesser and Mayor D'Errico.
NOES: None.
ABSENT: None.
ABSTAIN: None.



TONY D'ERRICO
Mayor

ATTEST:



LIZA TAMURA
City Clerk

ORDINANCE NO. 17-0001-U

AN INTERIM ORDINANCE OF THE CITY OF MANHATTAN BEACH EXTENDING INTERIM ORDINANCE NO. 16-0038-U PROHIBITING NEW ACCESSORY DWELLING UNITS, EXCEPT THOSE THAT SATISFY SPECIFIED STANDARDS, AND DECLARING THE URGENCY THEREOF

THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH DOES ORDAIN AS FOLLOWS:

SECTION 1. Extension and Modification.

A. Extension of Interim Ordinance No. 16-0038-U. Ordinance No. 16-0038-U, adopted on December 20, 2016 and set to expire on February 2, 2017, prohibiting new accessory dwelling units ("ADUs") except those that satisfy specified standards, is hereby extended in full force and effect for 10 months and 15 days to and including December 19, 2017.

B. Modification of Interim Ordinance No. 16-0038-U. Subsection F of Section 4 of Ordinance No. 16-0038-U, relating to maximum square footage of an ADU, is hereby amended to read:

"The total floorspace area of the ADU is no more than 500 square feet and, if attached to the primary residence, no more than 50% of primary residence's living area."

SECTION 2. Alleviation Measures Report. In accordance with California Government Code Section 65858(d), the City Council has issued a written report describing the measures taken to alleviate the condition that led to the adoption of Ordinance No. 16-0038-U.

SECTION 3. Legislative Findings. In adopting Ordinance No. 16-0038-U on December 20, 2016, the City Council made a number of legislative findings to support the adoption of that ordinance on an urgency basis. The Council hereby extends Ordinance No. 16-0038-U on an urgency basis based upon those findings, and the following findings. Additional study and planning are necessary to develop appropriate regulations for ADUs in the City of Manhattan Beach ("City"). The City is currently studying the potential land use, public services, parking, traffic, and infrastructure effects of allowing ADUs to be built on lots in various areas of the City. Effective January 1, 2017, Assembly Bill 2299 ("AB 2299") and Senate Bill 1069 ("SB 1069") amended Government Code Section 65852.2 to further limit the standards cities may impose on ADUs and require city ordinances to incorporate State-mandated standards for certain types of ADUs. As amended, Government Code Section 65852.2 allows the City to designate areas where ADUs may be permitted and to establish objective standards related to parking, height, setback, lot coverage, landscaping, and architectural review, which must be applied ministerially except where a property owner is seeking an exception to the adopted standards. If the Council does not extend Ordinance

No. 16-0038-U, the City would be required to approve any ADU that meets minimal State criteria. Areas of the City vary significantly in lot size, lot coverage, density, traffic, parking, and seasonal population fluctuations. Unless the City adopts this interim urgency ordinance, the City would be required to either approve ADUs in locations and under standards that may have severe negative impacts on the surrounding community or adopt permanent standards without the benefit of an inquiry and study on the appropriate locations and standards for ADUs in the City and in particular areas.

Staff is studying, revising, and drafting proposed permanent regulations, which both the Planning Commission and City Council must then consider after receiving input from the public at public hearings. The City Council finds that property owners are likely to submit applications for ADUs before the new regulations become effective. These applications would cause confusion and ambiguity regarding the applicability of provisions in the City's current ADU regulations, at least some of which are compliant with the new legislation, and the State standards, with potentially inconsistent and unfair results for City residents. The establishment of these ADUs has the potential to conflict with the City's permanent ADU regulations, which will be adopted in compliance with Government Code Section 65852.2 after further study of the appropriate standards and locations for ADUs in the City. Therefore, this Ordinance is necessary to protect the public safety, health, and welfare and its urgency is hereby declared.

The City intends to consider the adoption of permanent regulations within a reasonable time. The Planning Commission, the City Council and the people of Manhattan Beach require a reasonable, limited, yet sufficient period of time to establish permanent regulations for ADUs. Given the time required to schedule and conduct duly noticed public hearings before the Planning Commission and the City Council, the City Council finds that this Ordinance is necessary to prevent the establishment of ADUs with a reasonable potential to conflict with the City's permanent regulations. The City Council has the authority to adopt an interim ordinance pursuant to Government Code Section 65858 in order to protect the public health, safety, or welfare.

Based upon the foregoing, there is a current and immediate threat to the public health, safety, or welfare, and the approval of additional ADUs without the regulations contained herein would result in that threat to public health, safety, or welfare.

SECTION 4. Term. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code Sections 65858 and 36937(b) and therefore shall be effective immediately upon its adoption. This Ordinance shall expire on December 19, 2017, unless extended by the City Council at a regularly noticed public hearing, pursuant to California Government Code Section 65858.

SECTION 5. CEQA Finding. The City Council hereby finds that this

interim zoning ordinance implements the provisions of Government Code Section 65852.2 and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.17 and California Code of Regulations, Title 14, Chapter 3, Section 15282(h).

SECTION 6. Penalty. 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. Alternatively, the city may cite violations pursuant to Manhattan Beach Municipal Code Chapter 1.06. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

SECTION 7. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part hereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.


PASSED, APPROVED and ADOPTED this 17th day of January, 2017.

AYES: Burton, Powell, Howorth, Lesser and Mayor D'Errico.
NOES: None.
ABSENT: None.
ABSTAIN: None.



TONY D'ERRICO
Mayor

ATTEST:



LIZA TAMURA
City Clerk

ORDINANCE NO. 17-0032-U

AN INTERIM ORDINANCE OF THE CITY OF MANHATTAN BEACH
EXTENDING INTERIM ORDINANCE NO. 17-0001-U PROHIBITING
NEW ACCESSORY DWELLING UNITS, EXCEPT THOSE THAT
SATISFY SPECIFIED STANDARDS, AND DECLARING THE
URGENCY THEREOF

THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH DOES ORDAIN
AS FOLLOWS:

SECTION 1. Extension of Interim Ordinance. Ordinance No. 16-0038-U, adopted on December 20, 2016, prohibits new accessory dwelling units (“ADUs”) except those that satisfy specified standards. With the adoption of Ordinance No. 17-0001-U on January 17th, 2017, Ordinance No. 16-0038-U was modified and extended in full force and effect for 10 months and 15 days to and including December 19, 2017. Ordinance No. 17-0001-U is hereby extended in full force and effect for one year to and including December 19, 2018.

SECTION 2. Alleviation Measures Report. In accordance with California Government Code Section 65858(d), the City Council has issued a written report describing the measures taken to alleviate the condition that led to the adoption of Ordinance No. 17-0001-U.

SECTION 3. Legislative Findings. In adopting Ordinance No. 16-0038-U and Ordinance No. 17-0001-U, the City Council made a number of legislative findings to support the adoption and extension on an urgency basis. The Council hereby extends Ordinance No. 17-0001-U on an urgency basis based upon those findings, and the following findings. Additional study and planning are necessary to develop appropriate regulations for ADUs in the City of Manhattan Beach (“City”). The City is currently studying the potential land use, public services, parking, traffic, and infrastructure effects of allowing ADUs to be built on lots in various areas of the City. Effective January 1, 2017, Assembly Bill 2299 (“AB 2299”) and Senate Bill 1069 (“SB 1069”) amended Government Code Section 65852.2 to further limit the standards cities may impose on ADUs and require city ordinances to incorporate State-mandated standards for certain types of ADUs. As amended, Government Code Section 65852.2 allows the City to designate areas where ADUs may be permitted and to establish objective standards related to parking, height, setback, lot coverage, landscaping, and architectural review, which must be applied ministerially except where a property owner is seeking an exception to the adopted standards. If the Council does not extend Ordinance No. 17-0001-U, the City would be required to approve any ADU that meets minimal State criteria, and these ADUs are likely to be inconsistent with the ADU regulations that the City is currently developing.

Areas of the City vary significantly in lot size, lot coverage, density, traffic, parking, and seasonal population fluctuations. The City is in the process of

studying the effects of ADUs in these varying areas of City. Unless the City adopts this interim urgency ordinance, the City would be required to either approve ADUs in locations and under standards that may have severe negative impacts on a surrounding community or adopt permanent standards without the benefit of an inquiry and study on the appropriate locations and standards for ADUs in the City and in particular areas.

Staff is studying, revising, and drafting proposed permanent regulations, which both the Planning Commission and City Council must then consider after receiving input from the public at public hearings. The City Council finds that property owners are likely to submit applications for ADUs before the new regulations become effective. These applications would cause confusion and ambiguity regarding the applicability of provisions in the City's current ADU regulations, at least some of which are compliant with the new legislation, and the State standards, with potentially inconsistent and unfair results for City residents. The establishment of these ADUs has the potential to conflict with the City's permanent ADU regulations, which will be adopted in compliance with Government Code Section 65852.2 after further study of the appropriate standards and locations for ADUs in the City. Therefore, this Ordinance is necessary to protect the public safety, health, and welfare and its urgency is hereby declared.

The City intends to consider the adoption of permanent regulations within a reasonable time. The Planning Commission, the City Council and the people of Manhattan Beach require a reasonable, limited, yet sufficient period of time to establish permanent regulations for ADUs. Given the time required to properly study appropriate regulations for each of the City's varied residential areas, and to then schedule and conduct duly noticed public hearings before the Planning Commission and the City Council, the City Council finds that this Ordinance is necessary to prevent the establishment of ADUs with a reasonable potential to conflict with the City's permanent regulations. The City Council has the authority to adopt an interim ordinance pursuant to Government Code Section 65858 in order to protect the public health, safety, or welfare.

Based upon the foregoing, there is a current and immediate threat to the public health, safety, or welfare, and the approval of additional ADUs without the regulations contained herein would result in that threat to public health, safety, or welfare.

SECTION 4. Term. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code Sections 65858 and 36937(b) and therefore shall be effective immediately upon its adoption. This Ordinance shall expire on December 19, 2018, unless extended by the City Council at a regularly noticed public hearing, pursuant to California Government Code Section 65858.

SECTION 6. CEQA Finding. The City Council hereby finds that this interim zoning ordinance implements the provisions of Government Code Section 65852.2

and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.17 and California Code of Regulations, Title 14, Chapter 3, Section 15282(h).

SECTION 7. Penalty. 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. Alternatively, the city may cite violations pursuant to Manhattan Beach Municipal Code Chapter 1.06. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

SECTION 8. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part hereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

PASSED, APPROVED and ADOPTED on this 5th day of December 2017.

Amy Howorth
MAYOR

ATTEST:

Liza Tamura
CITY CLERK

APPROVED AS TO FORM:

Quinn M. Barrow
CITY ATTORNEY

Agenda Date: 12/5/2017

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Eve Irvine, Police Chief
Robert Espinosa, Fire Chief
Bruce Moe, Finance Director
George Gabriel, Management Analyst

SUBJECT:

Adopt Resolution No. 17-0134 Authorizing the City Manager to Reimburse South Bay Regional Public Communications Authority for Purchase of Mobile and Portable Radios in an Amount Not-to-Exceed \$1,673,894.56 (Police Chief Irvine, Fire Chief Espinosa and Finance Director Moe).

WAIVE FORMAL BIDDING; ADOPT RESOLUTION NO. 17-0134

RECOMMENDATION:

Staff recommends that the City Council: a) waive formal bidding per Municipal Code Section 2.36.150 (Cooperative Purchasing); and b) adopt Resolution No. 17-0134 authorizing the City Manager to Reimburse South Bay Regional Public Communications Authority (RCC) for the purchase of mobile and portable radios in an amount not-to-exceed \$1,673,894.56.

FISCAL IMPLICATIONS:

The radios being requested will be utilized with the new \$5 million grant-funded interoperability radio system being installed at the RCC. In an effort to reduce the capital cost of the new radios needed to operate on this new system, RCC is aggregating the radio requirements for all RCC member cities as well as non-member/customer agencies through an existing County of Los Angeles contract with Motorola Solutions (e.g., Cooperative Purchasing). The order being placed by RCC totals an estimated \$6.5 million, while Manhattan Beach's share of the total cost is \$1,673,894.56.

The Fiscal Year 2017-2018 budget includes funds to lease/purchase radios based on an original capital cost of \$780,000. However, since the budget was created and adopted, further

needs were identified, technological advancements occurred, and capital costs increased for the radio hardware. Further, staff has determined that it is beneficial to accelerate future years planned purchases of additional radios to take advantage of the deep discounts now being offered by Motorola, which would likely not be available for the future small quantity orders. These factors have resulted in an increase in the funding needed to purchase the radios. See "Discussion" section for further explanation.

As part of the financing plan, the City will utilize existing fund balances held exclusively for the City's use at RCC. These funds, estimated to be \$400,000, will be applied to the total cost, thereby reducing the amount to be financed to approximately \$1.28 million. Additionally, utilizing an existing County of Los Angeles contract, the radio manufacturer, Motorola, has offered the RCC further discounts on the radios, as well as a short-term no interest lease with the one-time lump sum payment due in December 2018 (the City's portion of the lump sum payment is due to the RCC in November 2018).

Full funding for the subject radios will not be necessary until fiscal year 2018-2019. As a result, staff recommends that in the upcoming FY 2018-2019 budget, funds totaling \$1.28 million be appropriated (this is a requirement of the reimbursement agreement with the RCC if this item is approved by the City Council). City funding sources will include the General Fund, Enterprise Funds, Asset Forfeiture Funds and, wherever possible, grant funds. Staff will evaluate lease-purchase options closer to scheduled delivery and budget preparation, and make recommendations to the City Council.

An ancillary piece of system equipment costing approximately \$50,000 will need to be purchased this fiscal year in order to utilize the system. A portion of the existing project appropriation in FY 2017-2018 will be utilized to effect the purchase. This item can be competitively bid. Staff will return to City Council to award that contract if it exceeds the \$50,000 formal bid threshold. Otherwise, it will be awarded under the City Manager's authority.

BACKGROUND:

At the December 1, 2015 City Council meeting, the City Council authorized the City Manager to negotiate and execute a Joint Use Agreement between the cities of Manhattan Beach, Gardena and Hawthorne to provide advanced funding to the South Bay Regional Public Communications Authority (RCC) for a Department of Homeland Security, Urban Areas Security Initiative (UASI) reimbursable grant. Concomitantly, City Council also authorized and appropriated a portion of General Fund reserves (\$2.25 million) in order to temporarily advance funds to be reimbursed by the grant.

At the May 16, 2017 City Council meeting, City Council re-appropriated the \$2.25 million in FY 2016-2017 due to a lapse in appropriation from FY 2015-2016 utilizing the same funding sources from the initial appropriation.

In concordance with the grant-funded radio network infrastructure procurement, seven local Area G agencies began to form the Interoperability Network of the South Bay (INSB) for the purpose of managing the system. At the July 19, 2016 City Council meeting, the City authorized a JPA agreement to officially join the INSB with the cities of El Segundo, Hermosa Beach, Redondo Beach, Torrance, Gardena and Hawthorne. The INSB member cities will share in the implementation costs of the new interoperable radio network (anticipated installation costs not

covered by the UASI grant are estimated to total approximately \$300,000 and will be discussed at a future City Council meeting).

On July 18, 2017, the RCC signed documentation to begin executing the UASI Grant to build out the six transmission/receiver sites that will be the backbone of the new INSB network. The radio network system will be compatible with the broader Interagency Communications Interoperability (ICI) system, which is shared by several LA County agencies including Glendale, Beverly Hills, Santa Monica, and Culver City. The ability to communicate with other public agencies across the region could be critical in the event of a large-scale disaster.

Additionally, once the new network is operational, ongoing costs for maintenance and membership dues to the broader ICI System will also be shared by the INSB member agencies. Manhattan Beach's share is anticipated to be between \$100,000 and \$125,000 per year. These costs will be included and discussed in detail with the fiscal year 2018-2019 budget.

DISCUSSION:

One of the greatest challenges the public safety sector has is communications between varying radio and wireless networks. The creation of a national interoperable communication system was one of the many 9/11 Commission recommendations. First-responders from different jurisdictions, including law enforcement and fire, are unable to communicate due to the various communication platforms in use.

Today, first responders converging on major emergency incidents or incidents that cross jurisdictional boundaries lack the communication tools and infrastructure to coordinate response and intelligence gathering efforts. The major hurdle has not been the technology, but the cost to purchase and maintain communication systems that allow different and proprietary systems to "talk" to each other.

As a result of the Interoperability Network the INSB is developing, new radio equipment is required to be purchased. Based on an existing County of Los Angeles contract, the RCC has negotiated a significant discount for all agencies within the Interoperability Network of the South Bay (INSB) Joint Powers Authority. The proposed radio purchase includes a 37% discount on mobile and portable radios (which exceeds the Los Angeles County contract discount of 30%). Additionally, the pricing includes a 3% discount on accessories for portable radios and one free spare battery for specified patrol portable radios purchased (valued at \$150 each). Finally, twelve months interest-free financing is included with no payments due until December 2018.

Motorola has conditionally offered this discount contingent upon RCC submitting an order by December 12, 2017. Therefore, City staff has prepared an order form to submit to the RCC amounting to \$1,673,894.56 towards mobile radios, portable radios, and various accessories required for the devices. If staff were to purchase these radios at regular price and without the discounts offered by Motorola, it would amount to \$2,450,318.73. By utilizing the large discount, the City will save an estimated \$776,424.17 on radios purchased for sworn and non-sworn personnel.

As stated in the Fiscal Implication above, funds were allocated in FY 2017-2018 to lease/purchase new radios for both Police and Fire departments. At the time of budget

adoption, staff estimated the new radios would cost approximately \$700,000 for the Police Department and \$80,000 for the Fire Department. However, the actual costs to purchase radios are higher than anticipated due to a variety of factors that include:

- 1) Higher unit costs for each radio than anticipated.
 - Staff had based the per unit cost on the best available radio that Motorola had offered at the time of budgeting. Since that time, prices for the best available radio that meet the specifications necessary to communicate with the Interoperability Network have increased by about twice the amount by Motorola.
- 2) Technological Enhancements
 - At the time of budgeting, Motorola had not released a model that offered security encryption and wireless programming. In order to ensure public safety needs are met within the City and are compatible with other agencies within the new Interoperability Network, the City needs to order the latest model offered by Motorola. While this model is costlier, it is essential to communicate on the new Interoperability Network.
- 3) Higher quantities of radios to purchase to realize full discount offered by Motorola.
 - The Parking & Animal Control Services (PACS), Jail, Police Park Ranger, Code Enforcement, Police Volunteers, and Police Explorers are going to be combined on the Manhattan Beach Police Department primary police frequency channel. Due to the migration to the primary police frequency channel, those divisions need to replace their radios. While staff had anticipated replacing the radios in upcoming fiscal years, staff now recommends replacing the radios now to take advantage of the full discount offered by Motorola. Additional radios for the Public Works Department and Community Development Code Enforcement Division are recommended for purchase at this time. While not originally budgeted, existing radios will eventually need to be replaced to take advantage of the interoperability system. Purchasing them now, along with those for Police and Fire, will enable Public Works and Code Enforcement staff to communicate on the same radio frequency for emergencies and special events (i.e. Holiday Open House and Manhattan AVP Volleyball Tournament). It will also take advantage of the volume pricing negotiated with Motorola for the large purchase.
- 4) Grant opportunities that were assumed to materialize, but have not yet been realized.
 - Staff is still in the process of submitting and receiving approval for grants. Some grant funding is expected to be awarded.
- 5) Motorola is our only option for Interoperability Network of the South Bay system.

Below is a breakdown of costs associated within each department to purchase the radios:

- Police Department - \$1,298,184.44
- Fire Department - \$202,518.50
- Public Works - \$165,899.95

- Code Enforcement - \$19,869.17

Total - \$1,673,894.56

The cities of Redondo Beach, Hawthorne and Hermosa Beach have received City Council authorization to submit an order and execute the reimbursement agreement with the RCC.

Cooperative Purchasing

Staff is recommending that the City Council waive formal bidding per Municipal Code section 2.36.150 (Cooperative Purchasing). Under this provision of the Municipal Code, the City's formal bid requirements may be waived by City Council when purchases are made in concert with, or through agreements executed by, other governmental agencies. In this case, the cooperative purchase will be made through the RCC utilizing an existing Los Angeles County contract with Motorola Solutions, the manufacturer of the radio equipment, with further discounts. Selection of the Motorola product was necessary to leverage past investments in the existing public safety console system and insure the highest level of compatibility with the ICI System's Master Site infrastructure, INSB Prime Site, the 6-site radio infrastructure and future field portable and mobile radios.

RCC will be aggregating the radio and accessory requirements for a total of five agencies: Manhattan Beach, Redondo Beach, El Segundo, Hawthorne, and Gardena. In doing so, and through the use of the existing County of Los Angeles contract, the RCC maximizes the discount from the manufacturer. As a result, it is more cost effective for the City to participate in this cooperative purchase than to independently purchase the City's required equipment.

In order to participate in the joint purchase, RCC is requiring each agency to execute a purchase and reimbursement agreement (Attachment #2). The agreement memorializes the arrangement whereby RCC purchases the equipment on behalf of the City utilizing the County of Los Angeles contract as the basis. The City agrees to make the necessary appropriation for the equipment (FY 2018-2019), as well as effect the reimbursement payment by November 1, 2018 (in time for RCC to effect payment to Motorola in December 2018).

If approved, staff anticipates receipt of the radios by spring 2018. Repayment for the radios will not be due to the RCC until November 2018. Staff will include the repayment funds in the FY 2018-2019 budget, which will be presented to the City Council in May 2018.

PUBLIC OUTREACH/INTEREST:

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

LEGAL REVIEW

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

Attachments:

1. Resolution No. 17-0134
2. Communication Equipment Purchase and Reimbursement Agreement with RCC

RESOLUTION NO. 17-0134

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN MANHATTAN BEACH AND SOUTH BAY REGIONAL PUBLIC COMMUNICATION AUTHORITY FOR A COMMUNICATION EQUIPMENT PURCHASE AND REIMBURSEMENT

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City and South Bay Regional Public Communication Authority dated December 5, 2017, for communication equipment purchase and reimbursement.

SECTION 2. The Council hereby directs the City Manager to execute the Agreement on behalf of the City.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on December 5, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

AMY HOWORTH
Mayor

ATTEST:

LIZA TAMURA
City Clerk

COMMUNICATION EQUIPMENT PURCHASE AND REIMBURSEMENT AGREEMENT

This Agreement is entered into by and between the City of Manhattan Beach ("City"), a California municipality, and the South Bay Regional Public Communication Authority ("RCC"), a California joint powers authority, with reference to the following:

RECITALS

- A. City is a member of the Interoperability Network of the South Bay Joint Powers Authority ("INSB"), which is in the process of developing a regional interoperability transmission/receiving system to serve its member cities.
- B. South Bay Regional Public Communications Authority (RCC) operates a regional communications system providing 911 emergency services to City.
- C. City must acquire mobile and portable radios that will be compatible with the new INSB communication system.
- D. The County of Los Angeles has contracted with Motorola Solutions Inc. ("Motorola") for provision of mobile and portable radios that are compatible with the INSB system and RCC and the member Cities wish to make a piggyback purchase on the more favorable terms set forth in Motorola's proposal attached hereto as Exhibit A.
- E. As stated in Exhibit A, the purchase must occur prior to December 12, 2017, for the maximum discount to be applied to the member agencies' orders. RCC will be purchasing the mobile and portable radios for the various agencies. The actual number and cost for each radio ordered on behalf of City is itemized on the order form attached hereto as Exhibit B. RCC will be entering into a finance agreement with Motorola that allows for the first year's finance fee to be interest free.
- F. Each agency is to provide its funds in advance of the one year deadline, November 1, 2018 in order to avoid any interest payment.

NOW, THEREFORE, the parties agree as follows:

1. **Equipment Purchase.** RCC agrees to purchase on behalf of City and to deliver to the City the equipment itemized on Exhibit B upon the terms indicated thereon.
2. **Appropriation and Payment.** City agrees to appropriate and set aside sufficient funds to purchase the equipment and to pay the funds over to RCC when payment becomes due to Motorola. Payment must be made in advance of the one year deadline, by November 1, 2018, to avoid any interest payment.
3. **Administration.** RCC will be responsible for administration of the contract with Motorola and will provide an appropriate invoice to the City for payment when due.
4. **Warranties.** RCC agrees that the benefit of any warranties provided by Motorola for equipment itemized on Exhibit B will be assigned to the City.
5. **Entire Agreement.** This Agreement contains the full and entire agreement between and among the parties with respect to the entire subject matter hereof and supersedes any and all previous or contemporaneous agreements and discussions, whether written or oral.
6. **Amendments to Agreement.** This Agreement may be amended only by a subsequent agreement in writing signed by all parties to this Agreement.

7. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other of the provisions of this Agreement.
8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; however, all such counterparts shall constitute but one and the same instrument with the effective date hereof being the date set forth below herein.
9. **Authority to Execute.** Each person signing this Agreement warrants and represents that, to the extent he or she is executing this Agreement for and on behalf of an entity, he or she has been fully empowered and properly authorized to execute this Agreement for and behalf of said entity, and instructed by those having the requisite authority to cause said entity to make and enter into this Agreement.
10. **Notices.** All notices required or permitted under this Agreement shall be delivered in person or by receipted facsimile or email transmission, by overnight mail courier, or by registered or certified mail, postage prepaid, return receipt requested, to each party at its address shown below, or to any other notice address designated in writing by such party:

RCC: Attention: Executive Director
South Bay Regional Public Communications Authority
4440 West Broadway, Hawthorne, CA. 90250
Telephone: 310-973-1802
Email: rmailloux@rcc911.org

City: Attention: City Manager
City of Manhattan Beach
1400 Highland Avenue
Telephone: 310-802-5000
Email: mdanaj@citymb.info

11. **Effective Date.** This Agreement shall be effective upon the date it has been executed by both parties.

In Witness Whereof, the undersigned have executed this Agreement on behalf of the parties.

South Bay Regional Public Communications Authority

Dated: December 5, 2017

By: Ralph Mailloux , Executive Director

City:

City of Manhattan Beach,
a California municipal corporation

By: _____

Name: _____

Title: _____


ATTEST:

By: _____

Name: Liza Tamura

Title: City Clerk

APPROVED AS TO FORM:

By:  _____

Name: Quinn M. Barrow

Title: City Attorney

APPROVED AS TO CONTENT:

By: _____

Name: Bruce Moe

Title: Finance Director

EXHIBIT A



Motorola Solutions, Inc.
725 N. Figueroa Ave. #1455
Los Angeles, CA 90017

October 6, 2017

Mr. Ralph Mailloux
Chairman – INSB Technical Committee
Interoperability Network of the South Bay - INSB
4440 West Broadway
Hawthorne, CA 90250

Dear Mr. Mailloux:

The following terms were discussed and have been agreed upon by Motorola Solutions.

Regarding the UASI P25 Trunked Project, the scope of work will remain the same as it is defined in the Proposal dated July 18, 2017. The South Bay Regional Public Communications Authority agrees to issue a Purchase Order on or before September 15, 2017 for the full value stated in the Proposal based on the incentive offerings outlined below.

Motorola will agree to offer Los Angeles County Contract Discount (MA-IS-1740313) plus an additional 10% discount on your combined Subscriber/Radio and Accessory purchases between September 16, 2017 and December 15, 2018. Warranty service will be provided, beginning at the time of receipt of the Subscriber/Radio and Accessories. Furthermore, the manufacturer's warranty period of 1 year plus 4 years, Service From the Start (SFS) on these new INSB Subscriber/Radio and Accessory purchases will begin upon the final acceptance of the INSB P25 infrastructure.

An additional \$1,500,000 purchase, in the aggregate, of the INSB Subscriber/ Radio and Accessory equipment must be purchased by June 15 and December 1, 2018.

Furthermore, Motorola will approve an additional 3% Discount on Radio Subscriber purchases before December 12, 2017. Orders will be shipped before December 31, 2017. The total discount for APX Subscribers (Portable and Mobile) is 40% off List price following the terms identified below:

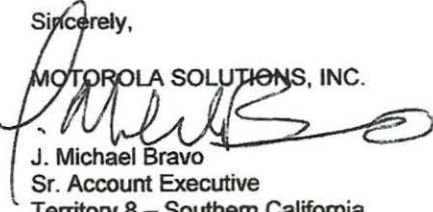
INSB Promotion:

- 40% Discount off list on APX Radio purchases (Portable and Mobile)
- The additional 3% Discount towards Radios is applied to APX Portable Radio Accessory purchases
- Minimum \$2M Radio purchase before December 12, 2017
- Free Spare Battery for every APX6000 or APX8000 purchase.
- An additional combined \$100,000 discount will be applied to RCC/ South Bay Agencies, City of Torrance and City of Redondo Beach APX Subscriber and Accessories purchases by December 12, 2017
- One year finance with No Payment/ No Interest for one year on Subscriber and Accessories Purchases made by December 12, 2017

Motorola appreciates your continued partnership and we look forward to implementing this Project with the INSB JPA.

Sincerely,

MOTOROLA SOLUTIONS, INC.


J. Michael Bravo
Sr. Account Executive
Territory 8 – Southern California

cc: Jerry P. Burch

Attachment A

EXHIBIT B

City of Manhattan Beach

ITEM	SUMMARY SPREADSHEET	INDIVIDUAL LIST PRICE	DISCOUNT PRICE- 37%	QTY	EXTENDED LIST PRICE	EXTEND SUBSCRIBER DISCOUNT PRICE- 37%	ACCESSORIES DISCOUNT PRICE- 30%	QTR 4 MOTOROLA PROMO 3% ADDITIONAL	CREDIT DISCOUNT OF 100K
1	APX 8000XE PORTABLE (FIRE)	\$10,412.00	\$6,737.16	5	\$52,060.00	\$33,685.80	\$11,550.00	\$1,010.57	11.49%
2	APX 8500 MOBILE (FIRE)	\$9,571.00	\$6,185.13	14	\$142,842.00	\$92,166.06		\$2,764.98	
3	APX 8000 PORTABLE (POLICE)	\$8,607.00	\$5,600.01	76	\$654,132.00	\$425,600.76	\$38,066.87	\$12,768.02	
4	APX 8500 MOBILE PD PATROL 05	\$8,611.00	\$5,580.33	56	\$482,216.00	\$312,498.48		\$9,374.95	
5	APX 8500 MOBILE PD MOTOR 05	\$8,611.00	\$5,580.33	11	\$94,721.00	\$61,383.63		\$1,841.51	
6	APX 8500 MOBILE PD DETECTIVES 03	\$8,925.00	\$5,778.15	22	\$196,350.00	\$127,119.30		\$3,813.58	
7	APX 900 PORTABLE (PARKING/CADET)	\$2,971.00	\$1,931.67	71	\$210,941.00	\$137,148.57	\$14,754.60	\$4,114.46	
8	APX 900 PORTABLE (PUBLIC WORKS)	\$2,971.00	\$1,931.67	50	\$148,550.00	\$96,583.50	\$9,867.20	\$2,897.51	
9	APX 1500 MOBILE (PW)	\$3,685.00	\$2,412.57	6	\$22,110.00	\$14,475.42		\$434.26	
10	MCD 5000 (DESK SET)	\$3,747.50	\$2,623.25	28	\$104,930.00	\$73,451.00		\$2,203.53	
11	APX CONSOLETTA	\$9,914.00	\$6,433.04	13	\$128,882.00	\$83,629.52		\$2,508.89	
	SUB TOTAL			352	\$2,237,734.00	\$1,457,742.04	\$74,238.67	\$43,732.26	\$11,486.29
	TAX (9.5%)				\$212,584.73	\$138,485.49	\$7,052.67	\$4,154.56	\$1,091.20
	FREIGHT				TBD	TBD			
	TOTAL				\$2,450,318.73	\$1,596,227.53	\$81,291.34	-\$47,886.83	-\$12,577.49

Total for Subscriber + Accessories w/QTR 4 \$1,617,054.56

ADDITIONAL COSTS	QTY	PRICE	TOTAL	NOTES
Programming of Radios	352	\$50.00	\$17,600.00	INC: (3) Reprograms, 1st Analog only, 2nd Analog and Digital, 3rd Digital
Engraving of Radios (Portable Only)	202	\$20.00	\$4,040.00	
Radio Management Software	352	\$100.00	\$35,200.00	One time Cost

Total Cost for Radio Subscriber Upgrade \$1,673,894.56

Agenda Date: 12/5/2017

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Liza Tamura, City Clerk

Martha Alvarez, Senior Deputy City Clerk

SUBJECT:

Approval of City Council Assignments (Mayor Howorth).

DISCUSS AND APPROVE

RECOMMENDATION:

At the request of Mayor Howorth, approve the revised City Council Assignments and provide direction.

FISCAL IMPLICATIONS:

No fiscal implications associated with the recommended action.

BACKGROUND:

City Council Assignments are the discretionary responsibility of each Mayor to review the standing list of assignments to various government and community-related committees and make changes as he or she feels are necessary.

At the November 21, 2017 City Council meeting, a City Council reorganization took place that selected Mayor Howorth and Mayor Pro Tem Napolitano. Customarily, City Council approves each assignment at the City Council reorganization. However, Mayor Howorth deferred the assignment to the December 5, 2017 City Council Regular Meeting.

DISCUSSION:

At the request of Mayor Howorth, revisions have been made to the assignment list that includes:

1. Revising the appointments;
2. Highlight the eight subcommittees/committees added by Mayor Howorth:
 - Mall Subcommittee

- MBUSD Green Committee
 - Technology Working Group Committee
 - Environmental Subcommittee
 - Los Angeles Community Choice Energy Authority
 - Santa Monica Bay Restoration Commission
 - Global Covenant of Mayors for Climate & Energy
 - Climate Compact of Mayors
3. Proposed to eliminate the Manhattan Beach Economic Development Advisory Council (EDAC) by using strike out on the attachment.

POLICY ALTERNATIVES:

Not applicable.

PUBLIC OUTREACH/INTEREST:

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

LEGAL REVIEW

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

Attachment/Attachments:

(These attachments will be available as supplements on Friday, December 1, 2017.)

1. City Council Assignments and Committee Descriptions
2. Proposed City Council Assignments (Mayor Howorth)

Agenda Date: 12/5/2017

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Andy Sywak, Economic Vitality Manager

SUBJECT:

Results of On-Demand Electric Vehicle Shuttle RFP and Downtowner Program Update
(Economic Vitality Manager Sywak).

RECEIVE REPORT (UPDATE) AND PROVIDE DIRECTION

RECOMMENDATION: Staff recommends that the Council receive the report on the results of the Requests for Proposals (RFP) for on-demand electric shuttle service and possible funding options and provide direction.

EXECUTIVE SUMMARY:

The pilot program with the on-demand electric shuttle service the Downtowner has transported approximately 51,000 passengers in its first eight months of operation. At its July 18, 2017 Council meeting, Council approved a program extension for one year for the service to continue operating out of the Metlox Garage while staff issued an RFP and researched potential funding sources.

Staff received two proposals for citywide service that would range from \$550,000-\$681,000 annually. If the City Council chooses to proceed, staff recommends negotiating with the Downtowner, who submitted the most complete proposal, offering citywide service in a range of \$615,000-\$681,000 using a fleet of Chevy Bolts (all electric vehicles) for this purpose.

After a thorough exploration of potential grant funding sources, staff has identified limited funding sources that would only pay for the shuttle vehicles themselves and not for the operating costs which would most likely constitute the majority of the service cost.

FISCAL IMPLICATIONS:

The fiscal implications vary greatly depending on what action Council takes.

1. Should Council choose to award a contract for city-wide service to the Downtowner, the cost ranges from \$615,000-\$681,000. However, there is no identifiable funding source to award a contract of this amount. A full analysis of funding sources and impacts to other city programs would be needed if this option is selected. Furthermore, any award could potentially impact the perception taxi cab companies have about their agreements with the City which currently total approximately \$107,000.
2. Council could also defer on selecting an awardee into the budget allocation period in 2018 while exploring alternative funding arrangements.

BACKGROUND:

On June 21, 2016, the City Council approved a six-month pilot program for an on-demand electric shuttle program, and authorized the City Manager's office to select a vendor. The shuttle companies operate six-seater electric vehicles that pick up passengers in a defined geographical area for short trips through a ride-hailing mobile app (like Uber/Lyft) for short trips. The service is paid for through advertising revenue (the vehicles are wrapped in large graphics promoting brands). The rides are free for passengers and the viability of the service depends on the vendor's ability to attract sufficient advertising revenue.

The pilot program also authorized the vendor to utilize an unoccupied area at the Metlox garage to store and charge its vehicles. The pilot program was originally approved to be limited to a geographical area west of Sepulveda Boulevard, north to El Segundo and south to Hermosa Beach. The Council expressed concern about the types of advertising to be featured on the vehicles.

After careful consideration, the City Manager's office selected the Downtowner as the vendor for the pilot program. Subsequently, the Downtowner requested, and the City approved, that the eastern boundary of the service area be west of Pacific Avenue to limit wait times. In October of 2016, the Downtowner and the City signed contracts authorizing the program to go forward. The Downtowner installed its charging stations at Metlox in December of 2016 and the pilot program officially launched on February 1, 2017 with six vehicles operating out of the Metlox garage seven days a week from 11 a.m. - 11 p.m.

Since its launch on Feb. 1, 2017 through the end of October, the Downtowner has transported approximately 51,000 passengers and nearly 23,000 total rides (See Attachment 1 - Downtowner Analytics Report for Manhattan Beach Feb. 1 - Oct. 31). Overall, the program has been well received in the community.

July 18, 2017 Council Meeting

With the pilot program set to expire on July 31, 2017, the matter was brought back before the Council on July 18, 2017 to consider extending the program and whether to allow the Downtowner to include alcohol advertising on its vehicles as they had requested. At this meeting, staff also attached information regarding a citywide expansion of the Downtowner with options for either (a) service eastward to Sepulveda; or (b) citywide service that would cost approximately \$647,000-\$840,000 for one year.

At this meeting, the Council voted to extend the current pilot program for one year but declined

to change the current agreement to allow for alcohol advertising. The Council also authorized staff to draft and circulate a Request for Proposal (RFP) to extend the current service citywide. The motion also authorized staff to pursue funding mechanisms for citywide service and include grant writers in the process. Council did not rule out using public money and also said that city advertising could be removed from one of the Downtowner vehicles should they need the space.

DISCUSSION:

RFP Release

City staff released a RFP for citywide service on September 13, 2017. The RFP asked applicants to propose the number and type of vehicles they would need, and to provide cost estimates for citywide service using private advertising dollars only, public dollars only, or under a public-private partnership under which advertising dollars would recoup some of the service costs. The proposal gave applicants the ability to bid on providing services in Manhattan Beach only or to include Hermosa Beach in the service area as well. Hermosa Beach staff had communicated their desire to be included in this RFP and their inclusion was approved internally because of the potential to achieve lower program costs through a more scalable operation.

A vendor who had previously expressed interest in providing this type of service told City staff that they did not submit a proposal partly due to the uncertainty over whether they would be allowed to advertise alcohol and the City's resistance to this in the past. This company pointed to the fact that the Downtowner has not been able to secure advertising on all of its vehicles to date as justification for why alcohol advertising would be an important incentive to operate in Manhattan Beach.

City staff also included a provision asking whether applicants would be willing to charge riders for the service. Although both RFP respondents indicated that they would be willing to charge riders, city staff has since learned that charging riders a flat fare for a ride would place this service under the auspices of the City's "Vehicle-for-Hire" ordinance provisions which would mean that the Downtowner would be subject to taxicab regulations.

RFP Submittals

The City received two proposals, one from the Downtowner and an Orlando, Florida based company called O-Cartz. Below is a summary of each applicant's RFP:

Downtowner

Number of Vehicles: 6
Type of Vehicles: Chevy Bolts
Estimated Annual Ridership: 119,000
Hours of Operation: 11 a.m. - 11 p.m.
Annual Cost* - \$681,000
Experience in Manhattan Beach and Newport Beach
Active mobile app

O-cartz

Number of Vehicles: 8
Type of Vehicles: Gem Cars
Estimated Annual Ridership: 292,000

Hours of Operation: 11 a.m. - 9 p.m.

Annual Cost* - \$550,000

No experience operating in California

Service mostly based on calls/texts - our understanding is app in development

(*No cost to passengers with public funds)

City staff conducted interviews with both providers. Although O-Cartz had a lower overall bid than the Downtowner, staff determined that the Downtowner's proposal was more complete and demonstrated a greater familiarity with the service area. Furthermore, O-Cartz lacks a proven mobile app and has not operated any service in California. As the current service is completely reliant upon a robust and dependable mobile app, it is difficult recommending a vendor without this asset. For these reasons, staff recommends proceeding with Downtowner as the preferred vendor should the Council be interested in pursuing a citywide service.

The Downtowner's proposal would replace the six Gem E6 vehicles they currently have in operation with six fully-electric Chevy Bolts. They recommend these vehicles due to their superior speed, mileage (238 miles per charge) and increased battery efficiency which requires reduced charging time. Furthermore, Chevy Bolts would be able to drive on streets with higher speed limits (Sepulveda, Artesia, Aviation and Rosecrans) which the Gem E6s are prohibited from due to the 25 mph speed limit. The Downtowner estimates they can perform 25% more rides with a fleet entirely of Chevy Bolts as compared to Gems.

Under the submitted proposal from the Downtowner, the cost of operating a fleet of six Chevy Bolts for a service that is operational 12 hours a day, 365 days a year would cost \$615,000 for a public-private arrangement in which the Downtowner could sell advertising or \$681,000 were the service to operate on public money alone.

Hermosa Beach Input

After conducting its own analysis, Manhattan Beach staff met with staff from the City of Hermosa Beach to review both proposals. Although supportive of the goals of an on-demand electric vehicle service, Hermosa Beach staff expressed concern over the cost of the service, the number of bids received and expressed concern over potential protests from taxi companies at the imposition of a city-supported rideshare service. Their city's staff also believed that the Hermosa Beach community would prefer Gem E6s over Chevy Bolts as the look and feel of these vehicles better complement the city's identity. For all these reasons, they have declined to be a party to a negotiation of an on-demand electric shuttle service at this time.

Search for Funding Sources

As part of Council direction, staff researched funding options for the potential citywide shuttle service concurrently with the issuance and analysis of the RFP. Staff contacted the following agencies in search of appropriate grants and funding sources: Air Resources Board, South Coast Air Quality Management District (AQMD), California Department of Transportation (CalTrans), Southern California Association of Governments (SCAG) and the California Energy Commission. Staff examined grant guidelines and had many conversations with grant administrators. Staff also reached out to a local grant writer who has worked with other South Bay cities securing funding sources for their environmental programs.

Upon analysis, staff concluded that the best available funding sources are the Local Government Partnership Program from the Mobile Source Air Pollution Reduction Review Committee (MSRC) and possibly existing AB 2766 Subvention funds if available. However, these funding sources will only provide funding for purchasing vehicles and may not be used to pay for operating costs and maintenance - costs that will constitute the largest costs of any citywide service.

The grant writing firm likewise recommended that the City utilize MSRC funds. Every year the Local Government Partnership Program sets aside a pro-rata share of MSRC funding for each city and county within the South Coast AQMD who participate in the AB 2766 Motor Vehicle Registration Fee Program. The City of Manhattan Beach receives \$50,000 through this arrangement, however, no more than \$10,000 can be spent on one vehicle. The deadline to apply for these funds is March 2, 2018.

The AB 2766 Motor Vehicle Subvention Funds was established in 1990 and provides per capita funding to cities and counties located in the South Coast Air Quality District to reduce motor vehicle air pollution. The guidelines for AB 2766 explicitly allow for the purchase of neighborhood electric vehicles and allow for funds to be spent on the construction and the installation of charging stations. These funds have been used in the past to purchase busses for the Dial-A-Ride service. However, on-going maintenance and upkeep of electric vehicle infrastructure is not an allowable expenditure. The estimated year-end fund balance for this fund is \$157,700.

Although there are several funding sources related to clean energy and clean transportation, there are limited funding sources applicable for the types of vehicles that would be used in any citywide service (Gem E6s and/or Chevy Bolts). For example, neither the California Clean Vehicle Rebate Program or the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (both administered by the Air Resources Board) list Gems as an allowable purchase. The California Clean Vehicle Rebate Program does indicate that a \$2,500 rebate is available for a Chevy Bolt, however, as of June 30, 2017, only qualified lower-income applicants are prioritized for rebates with the rest on a waiting list. Regardless, staff was not able to identify funding sources that pay for operations.

Conclusion & Next Steps

Although the Downtowner service has proved popular in its service area, there remains major funding constraints to rolling it out citywide. Existing funding sources can be used to purchase electric vehicles (either Gem E6s OR Chevy Bolts) but not for operations themselves which could include electricity, maintenance and driver salaries. Charging riders a flat fee for a ride would cause this service to be treated like a taxicab company which would impact the existing agreements the City has with each taxi service. Any possible vendor may very well not want to be regulated as a taxi service as well.

Even if the Council were interested in using the full balance of AB 2766 fund (\$157,700) and the entire amount of MSRC dollars available this funding year (\$50,000), the City would still be at least \$408,000 short of the lowest funding scenario proposed by the Downtowner.

POLICY OPTIONS:

OPTION # 1:

Negotiate closure of current service and terminate current agreement with Downtowner.

OPTION # 2:

Explore alternative service model for consideration at budget time and offer alcohol advertising as a potential incentive to keep Downtowner operational during this time. Authorize staff to undergo a complete review of City allocations to transportation programs to better understand if some of these dollars could be allocated to on-demand electric shuttle service.

PUBLIC OUTREACH/INTEREST:

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

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act ("CEQA"), the City has determined that the proposed project is Statutorily Exempt from the requirements of CEQA and the City's CEQA Guidelines as it is a temporary pilot program for electric shuttles and will not have a significant impact on the environment pursuant to CEQA Guidelines Section 15262 - Feasibility and Planning studies. Staff will return to Council in the future and any further environmental review will be considered at that time.

LEGAL REVIEW

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

Attachments:

1. Downtowner Analytics Report for Manhattan Beach Feb. 1 - Oct. 31
2. PowerPoint Presentation



Manhattan Beach Analytics Report

Feb 1 - Oct 31





Summary



Passengers

51,101



Rides

22,742



Average wait (min)

13:12

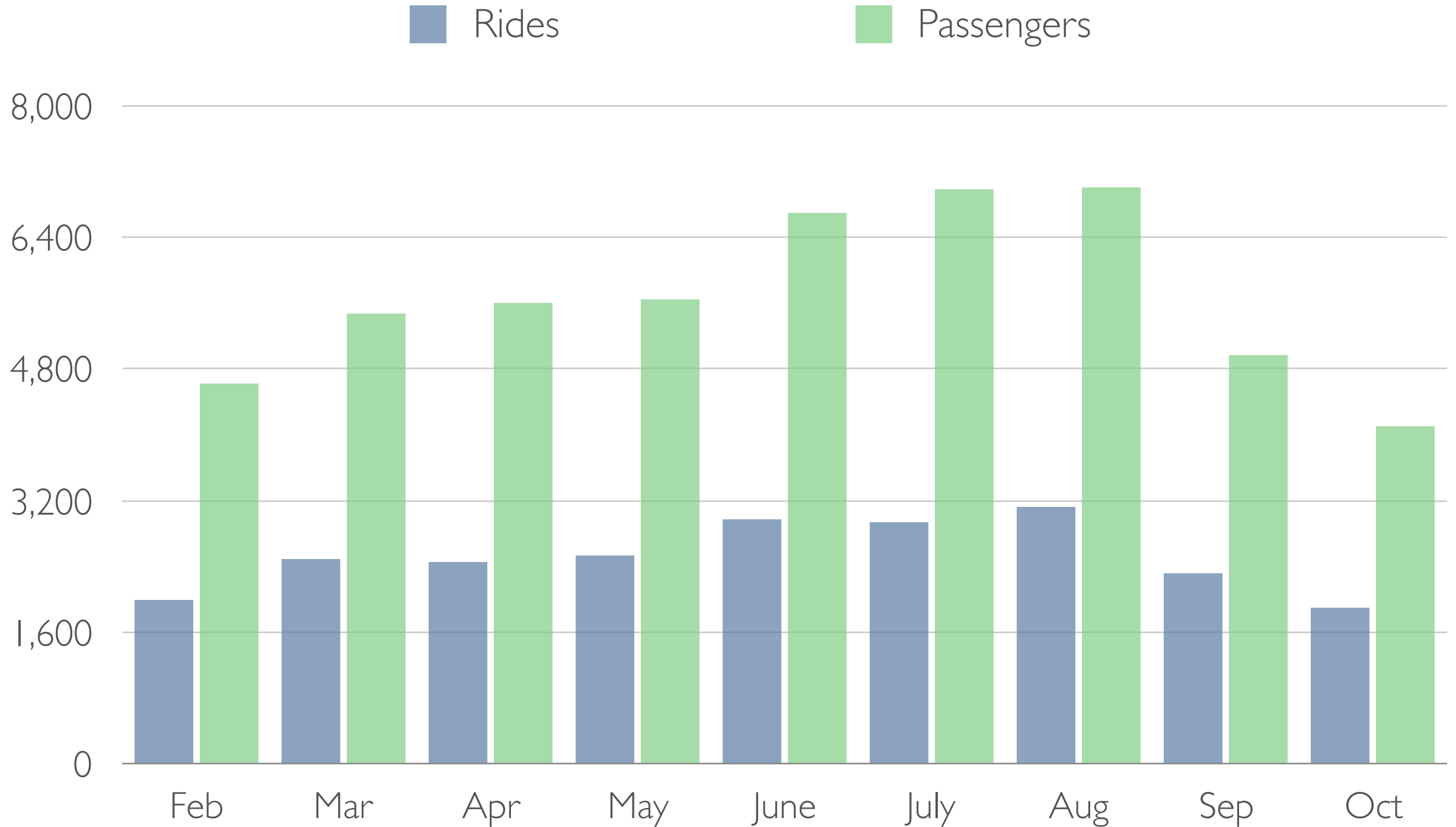


Downloads

12,321



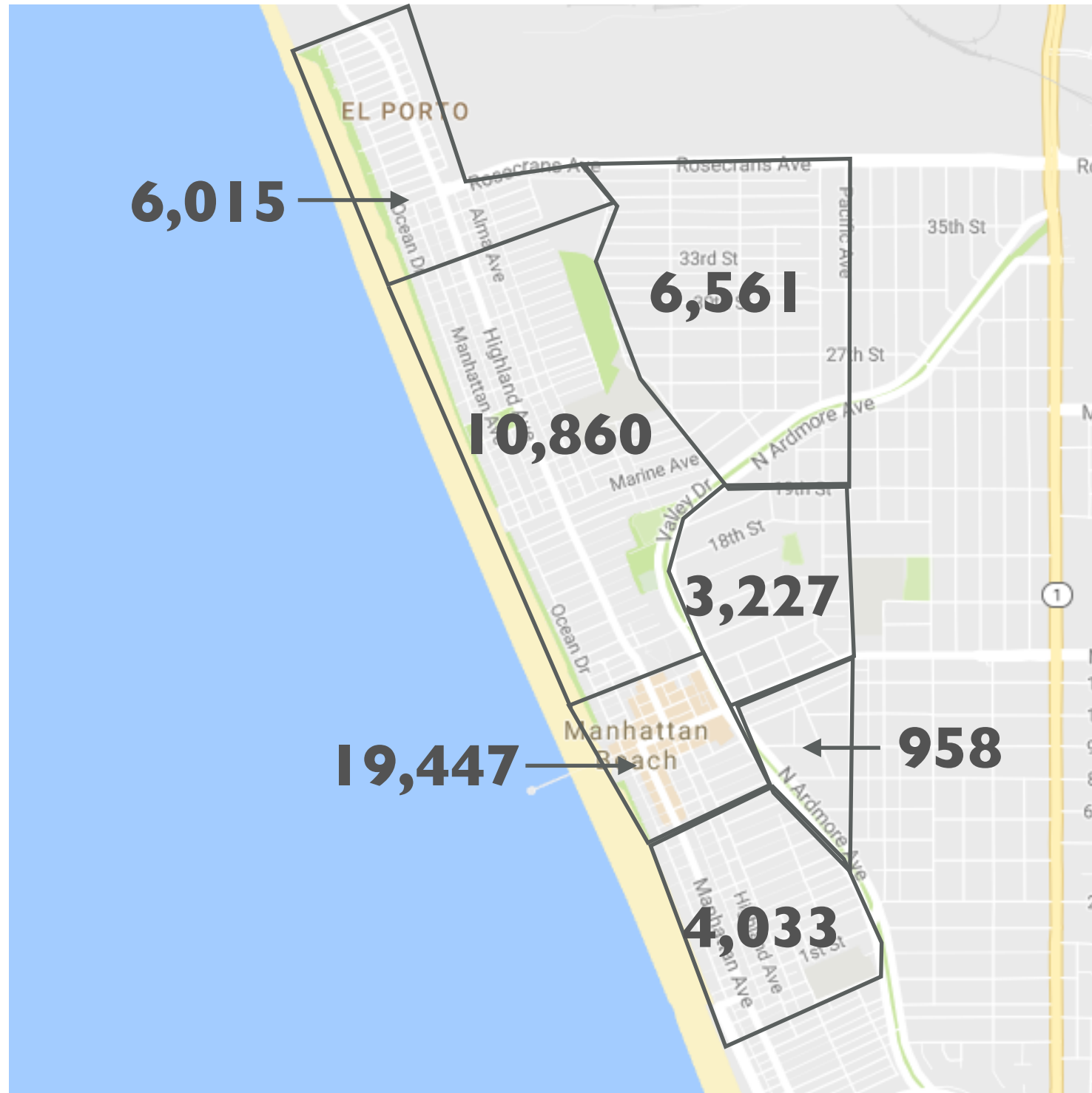
Ridership





Pick-Ups

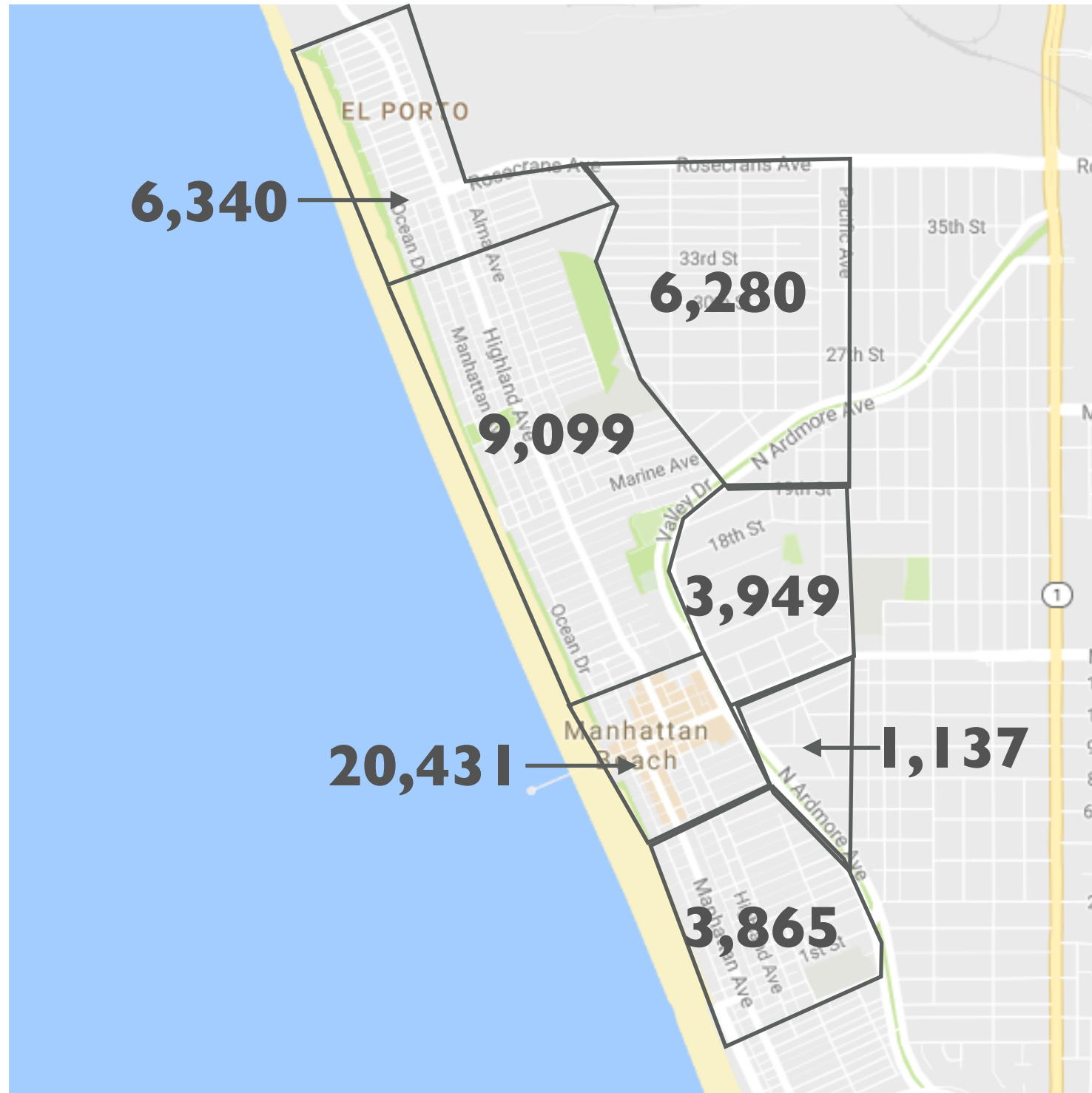
Numbers represent total passengers picked up in zone





Drop-Offs

Numbers represent total passengers dropped off in zone

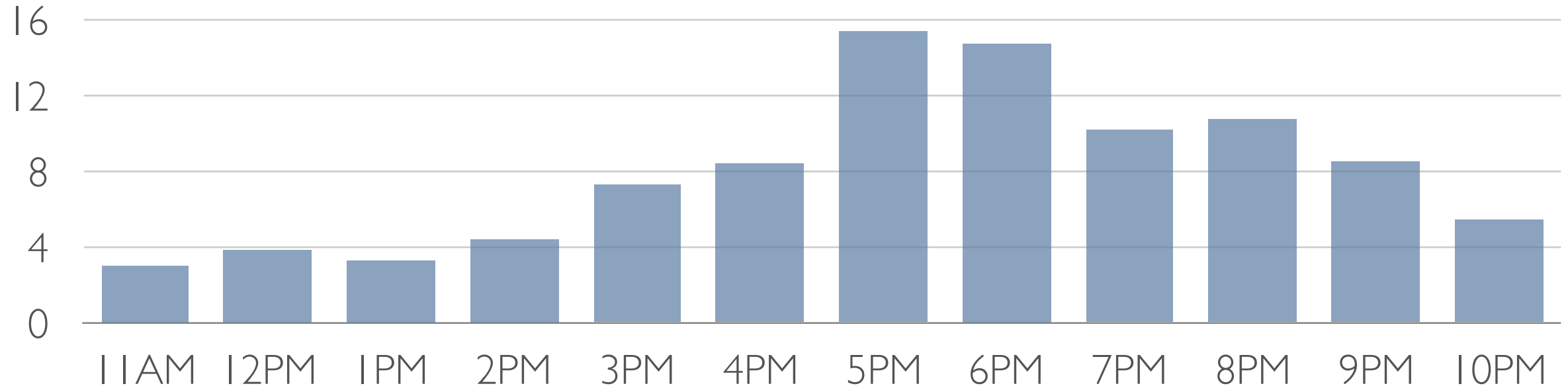




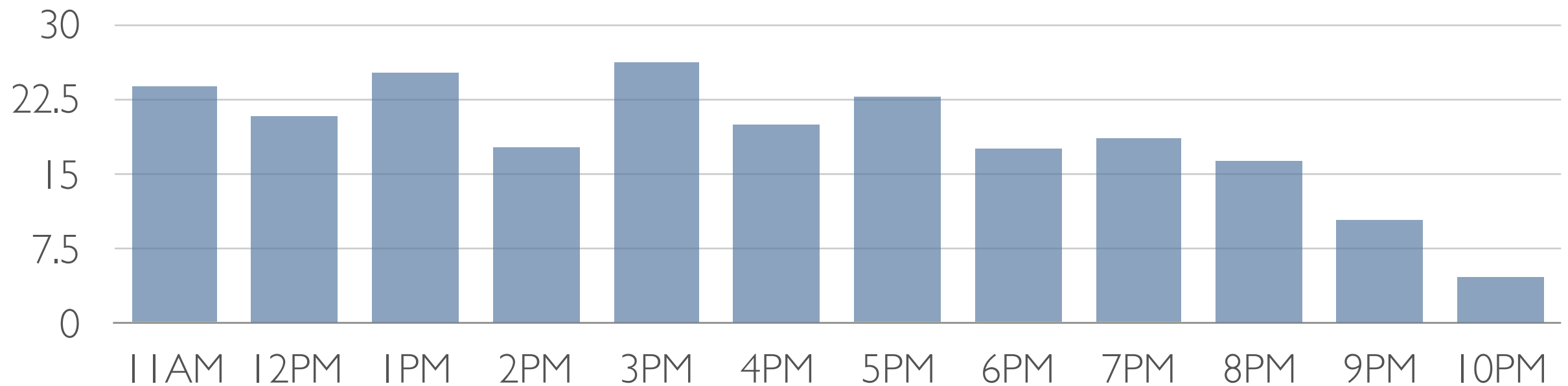
Average Passengers By The Hour

(Oct)

Monday - Friday



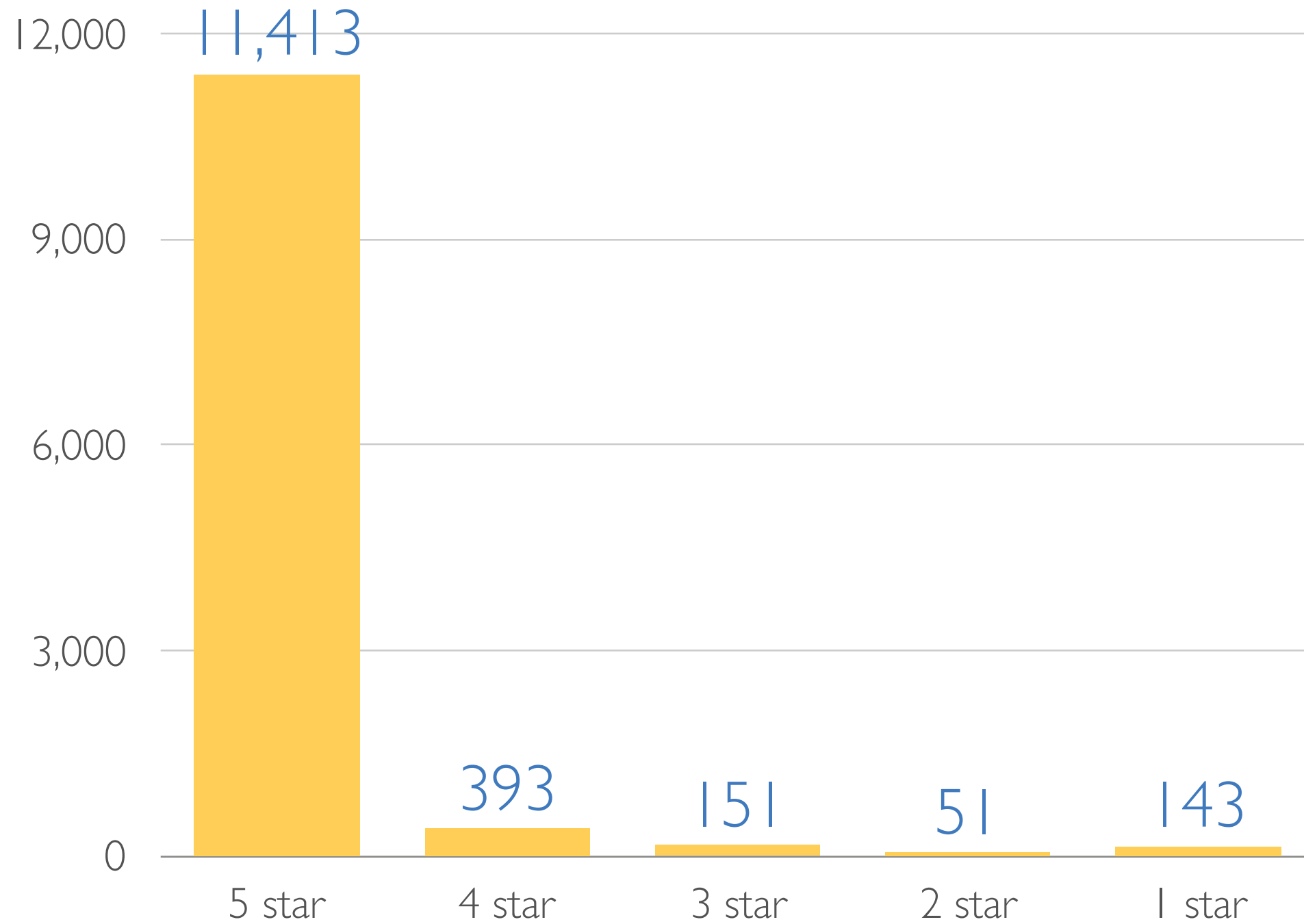
Saturday - Sunday





Driver Ratings

(All-time)



Results of On-Demand Electric Shuttle RFP & Program Update



December 5, 2017



Program Background

- ▶ DBPA and City introduced to the Neighborhood Electric Vehicle service in 2015
- ▶ Council approved six-month pilot program on June 21, 2016
 - Service area to Sepulveda (later Pacific); north-south to city limits
 - City Manager's office selected Downtowner to be vendor
- ▶ Pilot program launched on Feb. 1, 2017. Vehicles stored and charged at Metlox Garage
 - 51,000 passengers and almost 23,000 total rides given in first eight months of service
- ▶ Direction given at July 18, 2017 Council meeting to issue RFP for citywide service, explore funding options
 - Program extension to August 31, 2018; continue to prohibit alcohol advertising



Results of RFP

- RFP released in September for citywide service. Applicants had option of Manhattan Beach only or including Hermosa Beach in RFP.
 - RFP asked applicants to apply under different funding options (public dollars only, public/private funding (advertising), charging passengers flat rate for ride)
- Two bids received:
 - Downtowner submitted most complete RFP
 - Has a proven mobile app, experience in the area, more realistic service proposal
 - Proposes replacing Gems with Chevy Bolts
 - O-cartz
 - Calls for using 8 Gem vehicles to serve entire city
 - Less experience using mobile app



RFP Comparison

	Downtowner	O-cartz
Number of vehicles	6	8
Type of vehicles	Chevy Bolts	Gem cars
Estimated annual ridership	119,000	292,000
Hours of Operation	11 a.m. – 11 p.m.	11 a.m. – 9 p.m.
Annual cost at no charge to passengers w/public funds	\$681,000	\$550,000
Local Experience	Experience in Manhattan Beach and Newport Beach	No experience operating in California
Mobile App	Active app	Service mostly based on calls/texts – our understanding is app in development



Funding Sources for Expansion Possibilities

- Existing transportation funds (Measure R, Prop A, Prop C) allocated to transportation and public infrastructure
- Contacted several state agencies looking for grants, also contacted grant writer per Council direction
- Funding sources can only be used to purchase vehicles themselves NOT fund operations
- Best sources are Mobile Source Air Pollution Reduction Review Committee (MSRC) and AB 2766 Subvention
- Charging passengers for ride would mandate taxicab regulations for service



Next Steps/Options

- Explore alternative service model at budget time
- Offer alcohol advertising as a potential incentive to keep Downtowner operational during this time
- City staff could review existing transportation services to look for service efficiencies
- Negotiate closure of service



Agenda Date: 12/5/2017

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Mark Danaj, City Manager

FROM:

Liza Tamura, City Clerk

Martha Alvarez, Senior Deputy City Clerk

George Gabriel, Management Analyst

SUBJECT:

Request by Mayor Howorth to Consider a New Design to the City Lapel Pin.

DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Request by Mayor Howorth to discuss and provide direction to staff regarding a new proposed design of the City Lapel Pin. If City Council approves the proposed design submitted by Mayor Howorth, the City will discontinue the purchase of the current City Lapel Pin and replace it with the proposed design.

FISCAL IMPLICATIONS:

Sufficient funds are available in the City Council Fiscal Year 2017-2018 budget to purchase new City Lapel Pins.

BACKGROUND:

At the November 21, 2017 City Council meeting, Mayor Howorth requested to agendize the discussion of a new design to the City Lapel Pin at the December 5, 2017 City Council meeting.

The current City Lapel Pin was last designed during the City's 75th anniversary celebration in 1987. Since that time, the City's Lapel Pin has not undergone a redesign.

DISCUSSION:

The proposed redesign of the City Lapel Pin is attached for City Council consideration. Staff is recommending the City Council discuss and provide direction on the design.

If City Council approves the proposed design submitted by Mayor Howorth, the City will discontinue the purchase of the current City Lapel Pin and replace it with the proposed design.

PUBLIC OUTREACH/INTEREST:

If necessary, outreach will be conducted depending on City Council action.

LEGAL REVIEW

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

Attachments:

1. Current Design of City Lapel Pin
2. Proposed Design of New City Lapel Pin

Current Design of City Lapel Pin



Proposed Design of City Lapel Pin



1 1/4"