

## City Council Regular Meeting

**Regular Meeting**  
**Tuesday, April 3, 2018**  
**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

Bruce Moe, City Manager  
Quinn Barrow, City Attorney

Derrick Abell, Police Chief  
Steve Charelian, Interim Finance Director  
Robert Espinosa, Fire Chief  
Stephanie Katsouleas, Public Works Director  
Mark Leyman, Parks & Recreation Director

Anne McIntosh, Community Development Director  
Liza Tamura, City Clerk  
Sanford Taylor, Information Technology Director  
Teresia Zadroga-Haase, Human Resources 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.**

**April 3, 2018**

**City Council Meeting Agenda Packet**

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## MANHATTAN BEACH'S CITY COUNCIL WELCOMES YOU!

*Your presence and participation contribute to good city government.*

*By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, this agenda provides an early opportunity for public comments under "Public Comments," at which time speakers may comment on any 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](http://www.citymb.info), the Police Department located at 420 15th Street, and are also on file in the Office of the City Clerk for public inspection. Any person who has any question concerning any agenda item may call the City Clerk's office at (310) 802-5056.*

*Meetings are broadcast live through Manhattan Beach Local Community Cable, Channel 8 (Chapter Spectrum), Channel 35 (Frontier Communications), and live streaming via the City's website.*

*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, March 28, 2018, 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 Proclamation Declaring the Month of April, 2018 as Earth Month.

[18-0142](#)

**PRESENT**

### D. APPROVAL OF AGENDA AND WAIVER OF FULL READING OF ORDINANCES

*This is the time for the City Council 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.

2. City Council Minutes: [18-0030](#)  
This Item Contains Minutes of the Following City Council Meeting:  
City Council Regular Meeting Minutes of March 20, 2018  
(City Clerk Tamura).  
**APPROVE**  
  
**Attachments:** [City Council Regular Meeting Minutes of March 20, 2018](#)
3. Financial Report: [18-0102](#)  
a) Schedule of Demands: March 1, 2018  
b) Investment Portfolio for the Month Ending February 28, 2018  
c) Month End Report for February 28, 2018  
(Interim Finance Director Charelian).  
**ACCEPT REPORT AND DEMANDS**  
  
**Attachments:** [Schedules of Demands for March 1, 2018](#)  
[Investment Portfolio for the Month Ending February 28, 2018](#)  
[Month End Report for February 28, 2018](#)
4. Approve the Revised City Council Assignments (City Clerk Tamura). [18-0152](#)  
**APPROVE**  
  
**Attachments:** [Revised City Council Assignments](#)

5. Resolution No. 18-0033 Ordering Plans, Specifications, Cost Estimates and Engineer's Report for Annual Street Lighting and Landscaping Assessments (Interim Finance Director Charelian). [RES 18-0033](#)  
**ADOPT RESOLUTION NO. 18-0033**

Attachments: [Resolution No 18-0033](#)  
[Lighting and Landscape Assessment Districts Map](#)

6. Resolution No. 18-0041 Authorizing the City Manager to Execute a Five-Year Lease with the United States Postal Service (Interim Finance Director Charelian). [RES 18-0041](#)  
**ADOPT RESOLUTION NO. 18-0041**

Attachments: [Resolution No. 18-0041](#)  
[Lease Contract](#)

## 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.*

7. Public Hearing to Consider Master Use Permit Amendment to Modify Certain Conditions of Approval in the Metlox Master Use Permit Related to Restaurant and Commercial Uses Located at 451 Manhattan Beach Boulevard (Metlox, LLC) (Community Development Director McIntosh). [18-0165](#)  
**a) CONDUCT PUBLIC HEARING**  
**b) CONSIDER ADOPTING RESOLUTION APPROVING A MASTER USE AMENDMENT AND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT**

Attachments: [Draft Resolution No. 18-0052](#)  
[Draft Ground Lease Agreement \(Redline Version Included\)](#)  
[Master Application and Project Request](#)  
[Planning Commission Resolution No. 18-01](#)  
[Donald McPherson Appeal - February 22, 2018](#)  
[Jonathan Tolkin Letter - August 8, 2017](#)  
[Planning Commission Documents - January 24, 2018 \(Web-Link Provided\)](#)  
[Planning Commission Documents - February 14, 2018 Meeting \(Web-Link Provided\)](#)  
[Public Comments - February 14, 2018 Planning Commission Meeting \(Web-Link Provided\)](#)

**J. GENERAL BUSINESS**

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

8. Update on the Manhattan Village Mall (Oral Presentation by the Manhattan Village Mall).

9. Approve Composition and Roles for City's Sustainability Task Force 2018-2019 (Community Development Director McIntosh).

[18-0130](#)

**APPROVE**

**Attachments:** [Sustainability Task Force Guidance 2018](#)  
[2018-2020 Environmental Work Plan](#)  
[MB Sustainability Task Force Application 2018](#)  
[MB Sustainability Task Force Applicants](#)

10. Introduction of Ordinance No. 18-0013 Authorizing the City Council to Conditionally Issue Special Permits for the Service of Alcohol on the Beach Under Limited Circumstances; Adoption of Resolution No. 18-0053 Allowing "Outstanding in the Field" in Conjunction with the L.A. Times Food Bowl to Serve Alcohol at its Longtable Dinner Event on May 24, 2018 (Parks and Recreation Director Leyman).

[18-0164](#)

**a) INTRODUCE ORDINANCE NO. 18-0013****b) ADOPT RESOLUTION NO. 18-0053**

**Attachments:** [Ordinance No. 18-0013](#)  
[Municipal Code Chapter 4.48.090](#)  
[Resolution No. 18-0053](#)

11. Discuss and Provide Direction on a Proposed Donation by Warren Lichtenstein of Robert Indiana's "LOVE" Sculpture (Continued from the February 20, 2018 City Council Regular Meeting) (Parks and Recreation Director Leyman).

[RES 18-0045](#)

- a) **DISCUSS AND PROVIDE DIRECTION**
- b) **CONSIDER FIVE-YEAR TERM LOAN**
- c) **CONSIDER PROPOSED LOCATION**
- d) **CONSIDER RESOLUTION NO. 18-0045**

Attachments: [Resolution No. 18-0045](#)  
[Loan Agreement](#)  
[LOVE Sculpture Proposed Location Overview](#)  
[Proposed Location #1](#)  
[Proposed Location #2](#)  
[Proposed Location #3](#)  
[Proposed Location #4](#)  
[Coastal Development Permit Exemption](#)

12. Update on Public Art Trust Fund Projects; and City's Public Art Policy Approval to Proceed with a Request for Qualifications for the City Hall Mural Project (Parks and Recreation Director Leyman).

[18-0149](#)

- a) **DISCUSS AND PROVIDE DIRECTION**
- b) **APPROVE**

Attachments: [Bo Bridges City Hall Art Proposal](#)  
[Cultural Arts Accomplishments](#)  
[PowerPoint Presentation](#)

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

13. Request by Councilmember Montgomery to Consider Changing the Annual City Business Recognition Program.

## L. FUTURE AGENDA ITEMS

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

14. Agenda Forecast (City Clerk Tamura).  
**DISCUSS AND PROVIDE DIRECTION**

[18-0047](#)

Attachments: [March 28, 2018 Agenda Forecast](#)

## M. CITY MANAGER REPORT

## N. CITY ATTORNEY REPORT

## O. INFORMATIONAL ITEMS

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

### 15. Commission Minutes:

[18-0156](#)

This Item Contains Minutes of the following City Commission Meetings:

a) Parks and Recreation Commission Meeting Minutes of March 5, 2018  
(Parks and Recreation Director Leyman)

b) Planning Commission Action Meeting Minutes of March 14, 2018  
(Community Development Director McIntosh).

#### INFORMATION ITEM ONLY

**Attachments:** [Parks and Recreation Commission Meeting Minutes of March 5, 2018](#)  
[Planning Commission Action Meeting Minutes of March 14, 2018](#)

## P. CLOSED SESSION

## Q. ADJOURNMENT

## R. FUTURE MEETINGS

### CITY COUNCIL MEETINGS

*April 16, 2018 - Monday -- 6:00 PM - Fire Operations Study Session*

*April 17, 2018 - Tuesday -- 6:00 PM - City Council Meeting*

*April 23, 2018 - Monday -- 6:00 PM - Joint City Council/MBUSD Meeting*

*April 24, 2018 - Tuesday - TDB - Boards and Commissions Interviews*

*May 1, 2018 - Tuesday -- 6:00 PM - City Council Meeting*

*May 8, 2018 - Tuesday -- 6:00 PM - Budget Study Session (Tentative)*

*May 10, 2018 - Thursday -- 6:00 PM - Budget Study Session (Tentative)*

*May 15, 2018 - Tuesday -- 6:00 PM - City Council Meeting*

*May 16, 2018 - Wednesday -- 6:00 PM - Work Plan Meeting*

*May 17, 2018 - Thursday -- 6:00 PM - Budget Study Session (Tentative)*

*May 22, 2018 - Tuesday -- 6:00 PM - Budget Study Session (Tentative)*

*June 4, 2018 - Monday -- 6:00 PM - Joint City Council /Parks and Recreation Commission, Library Commission and Cultural Arts Commission Meeting*

*June 5, 2018 - Tuesday -- 6:00 PM - City Council Meeting*

*June 19, 2018 - Tuesday -- 6:00 PM - City Council Meeting*

*June 20, 2018 - Wednesday -- 6:00 PM - Joint City Council/Planning Commission and Parking and Public Improvements Commission Meeting*

*July 3, 2018 - Tuesday -- 6:00 PM - City Council Meeting*

*July 17, 2018 - Tuesday -- 6:00 PM - City Council Meeting*



**BOARDS, COMMISSIONS AND COMMITTEE MEETINGS**

*April 9, 2018 - Monday - 6:00 PM - Library Commission Meeting*  
*April 11, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting*  
*April 16, 2018 - Monday - 6:00 PM - Cultural Arts Commission Meeting*  
*April 23, 2018 - Monday - 6:00 PM - Parks and Recreation Commission Meeting*  
*April 25, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting*  
*April 26, 2018 - Thursday - 6:00 PM - Parking and Public Improvements Commission*  
*May 9, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting*  
*May 14, 2018 - Monday - 6:00 PM - Library Commission Meeting*  
*May 21, 2018 - Monday - 6:00 PM - Cultural Arts Commission Meeting*  
*May 23, 2018 - Wednesday - 6:00 PM - Planning Commission Meeting*  
*May 24, 2018 - Thursday - 6:00 PM - Parking and Public Improvements Commission*  
*May 28, 2018 - Monday - 6:00 PM - Parks and Recreation Commission Meeting*

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

*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)*  
*November 22-23, 2018 - Thursday & Friday - Thanksgiving Holiday*  
*December 25, 2018 - Tuesday - Christmas Day Observed*  
*January 1, 2019 – Tuesday – New Years Day Observed*  
*January 14, 2019 – Tuesday – Martin Luther King Day*  
*February 18, 2019 - Monday - Presidents Day*

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

*April 13, 2018*  
*April 27, 2018*  
*May 11, 2018*  
*May 25, 2018*  
*June 8, 2018*  
*June 22, 2018*  
*July 6, 2018*  
*July 20, 2018*  
*August 3, 2018*  
*August 17, 2018*  
*August 31, 2018*



**Agenda Date:** 4/3/2018

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**TO:**

Members of the City Council

**FROM:**

Mayor Howorth

**SUBJECT:**

Presentation of a Proclamation Declaring the Month of April, 2018 as Earth Month.

**PRESENT**

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**The City Council of the City of Manhattan Beach  
Does Hereby Proclaim  
April 2018  
as  
Earth Month**



**Agenda Date:** 4/3/2018

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, 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:

City Council Regular Meeting Minutes of March 20, 2018

(City Clerk Tamura).

**APPROVE**

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**RECOMMENDATION:**

The attached minutes are for City Council approval:

Attachment(s):

1. City Council Regular Meeting Minutes of March 20, 2018



# City of Manhattan Beach

1400 Highland Avenue  
Manhattan Beach, CA 90266



## Meeting Minutes - Draft

Tuesday, March 20, 2018

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

**A. PLEDGE TO THE FLAG**

*Dominique Doumeng, Manhattan Beach Middle School, led the Pledge of Allegiance.*

**B. ROLL CALL**

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

**C. CEREMONIAL CALENDAR**

1. Presentation of a Plaque Congratulating City Controller, Henry Mitzner on [18-0027](#) his 45 Years of Service with the City of Manhattan Beach.

**PRESENT**

*Mayor Howorth, on behalf of the City Council, presented City Controller Henry Mitzner with a plaque recognizing his 45 years of service with the City of Manhattan Beach.*

**D. 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 - Howorth, Napolitano, Hersman, Montgomery and Lesser



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

*Mark Lipps, Manhattan Beach Chamber of Commerce, announced an upcoming Economic Forum on April 18, 2018, at the Joslyn Community Center.*

*Steve Charelian, Interim Finance Director, announced that the "Cash Key Refunds" will take place until June 15, 2018.*

*Kendra Davis, Management Analyst, reported that a community meeting on "Homelessness in Manhattan Beach" will take place on March 21, 2018, at 6:30 PM in the Police/Fire Conference Room.*

*Wayne Powell announced that the 25th Anniversary Gala for Leadership Manhattan Beach will take place on March 25, 2018, and the fundraising event for the P.S. I Love You Foundation will take place at the Proud Bird on April 14, 2018.*

*Shane Grady, Troop 849, announced that the 65th Annual Pinewood Derby will take place on Memorial Day at the Joslyn Community Center.*

*Councilmember Hersman announced that the organization, South Bay Families Connected, is sponsoring a speaker series on teen anxiety and depression on March 28, 2018, at the Shade Hotel.*

## F. PUBLIC COMMENTS (3 MINUTES PER PERSON)

*Mike Matthews, Superintendent of Manhattan Beach Unified School District, spoke in favor of the District Parcel Tax Measure.*

*Mark Lipps, Chamber of Commerce, noted that the Chamber is working with the City of Manhattan Beach to develop a destination website. He further added that there will be a luncheon on October 19, 2018, honoring the "Heroes of Manhattan" which includes First Responders.*

*Ryan White, Troop 849, requested donations for the Scout House with more information at [www.scouthouse.org](http://www.scouthouse.org).*

*Matthew LeGrand, commented on the Citywide Pedestrian Crossing Enhancement Evaluation.*

*Raunda Frank, requested support for a resolution for safe disposal and storage of prescription drugs.*

*Jon Chaykowski spoke about water drinking fountains instead of water bottle filling fountains.*

*Wayne Powell supports the Scout House, the parcel tax, school safety and security resolution, Citywide pedestrian crossing enhancements and supports sending a letter to SCAQMD (South Coast Air Quality Management District) prohibiting MHF (Modified Hydrofluoric Acid) at the Torrance Refinery*

*Eileen Elder is in favor of a support letter against MHF.*

*Bill Elder is in favor of a support letter against MHF.*

*Sandra Viera, Torrance teacher, is in favor of a support letter against MHF.*

*Randall Duncan spoke in opposition to the Desalination Plant.*

## G. CONSENT CALENDAR (APPROVE)

**A motion was made by Councilmember Hersman, seconded by Councilmember Lesser, to approve the Consent Calendar Item Nos. 2-4. The motion carried by the following vote:**

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

2. City Council Minutes: [18-0028](#)  
 This Item Contains Minutes of the Following City Council Meeting(s):  
 a) City Council Adjourned Regular Meeting Minutes (Closed Session) of March 6, 2018  
 b) City Council Regular Meeting Minutes of March 6, 2018  
 (City Clerk Tamura).

**APPROVE**

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

3. Financial Report: [18-0071](#)  
Schedule of Demands: February 15, 2018 (Interim Finance Director Charelian).

**ACCEPT REPORT AND DEMANDS**

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

4. Resolution No. 18-0032 Amending the City of Manhattan Beach Personnel Rules Classified Service List (Human Resources Director Zadroga-Haase). [RES 18-0032](#)

**ADOPT RESOLUTION NO. 18-0032**

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

**H. ITEMS REMOVED FROM THE CONSENT CALENDAR**

*None.*

**I. PUBLIC HEARINGS**

*None.*

**J. GENERAL BUSINESS**

5. Request by Mayor Howorth to Discuss Possible Support of the Manhattan Beach Unified School District Parcel Tax Measure. [RES 18-0038](#)  
**CONSIDER ADOPTING RESOLUTION NO. 18-0038**

*Mayor Howorth provided a brief overview of the item.*

*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 Mayor Pro Tem Napolitano, seconded by Councilmember Montgomery, to adopt Resolution No. 18-0038 supporting the Manhattan Beach Unified School District (MBUSD) District Parcel Tax Measure. The motion carried by the following vote:**

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

6. Consideration of Providing Financial Support to the Manhattan Beach Unified School District to Improve School Safety and Security Measures (Interim Finance Director Charelian) [18-0124](#)

**a) DISCUSS AND PROVIDE DIRECTION**

**b) APPROPRIATE**

*City Manager Bruce Moe provided a brief overview of the item.*

*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 Mayor Howorth, seconded by Mayor Pro Tem Napolitano, to appropriate funds up to \$1,000,000 from the General Fund's Unreserved Fund Balance and return to the City Council with a prioritized list of safety and security measures. The motion carried by the following vote:**

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

7. Resolution No. 18-0034 Adopting a Mills Act Program and Consideration of Associated Fees to Provide Reduced Property Taxes for Properties Designated by the City as Historic Resources (Community Development Director McIntosh) [RES 18-0034](#)

**a) DISCUSS AND PROVIDE DIRECTION**

**b) ADOPT RESOLUTION NO. 18-0034**

*Community Development Director Anne McIntosh provided a brief history of the item and a proposal for the Mills Act.*

*Community Development Director McIntosh responded to City Council questions.*

*Mayor Howorth opened the floor to public comment.*

*Jane Guthrie, Manhattan Beach Conservancy, speaking also on behalf of Jan Dennis, supports the Mills Act.*

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

*City Manager Bruce Moe and Community Development Director McIntosh responded to City Council questions.*

*City Manager Moe announced that Staff will return to City Council with the associated fees.*

**A motion was made by Councilmember Lesser, seconded by Mayor Howorth, to adopt the Mills Act Program Resolution No. 18-0034 and return with the associated fees. The motion carried by the following vote:**

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

*At 7:25 PM City Council recessed and reconvened at 7:35 PM with all Councilmembers present.*

8. Consideration of LA Times Food Bowl and Outstanding in the Field Event on Manhattan Beach (Parks and Recreation Director Leyman). [18-0125](#)  
**DISCUSS AND PROVIDE DIRECTION**

*Parks & Recreation Director Mark Leyman provided a brief overview of the item.*

*Parks & Recreation Director Leyman and LA Food Bowl Executive Director Angus Dillon responded to City Council questions.*

*Mayor Howorth opened the floor to public comment.*

*Bill Victor spoke in opposition to the event taking place on the beach with alcohol.*

*Karol Wahlberg also spoke in opposition to the event.*

*Kelly Stroman spoke about the educational aspect of the event.*

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

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

*Councilmember Lesser stated that he is absolutely opposed to holding the event at this location and the precedent that it might set.*

**A motion was made by Councilmember Hersman, seconded by Mayor Howorth, to approve the request of LA Times Food Bowl and Outstanding in the Field Event, on the sand, near the Manhattan Beach Pier as part of the LA Times Food Bowl on May 24, 2018, and direct staff to return with a resolution to issue a special permit for the event and an amendment to the ordinance allowing the City Council to approve a special use permit on a case-by-case basis on the beach. A friendly amendment, accepted by the maker, requests that event coordinators explore the use of a shuttle to bring attendees to the beach from a private parking location outside of downtown. The motion carried by the following vote:**

**Aye:** 4 - Howorth, Napolitano, Hersman and Montgomery

**Nay:** 1 - Lesser

9. Citywide Pedestrian Crossing Enhancement Evaluation (Community Development Director McIntosh).

[18-0111](#)

**DISCUSS AND PROVIDE DIRECTION**

*City Traffic Engineer Eric Zandvliet provided the PowerPoint presentation.*

*City Traffic Engineer Zandvliet responded to City Council questions.*

*Mayor Howorth opened the floor to public comment.*

*Bill Victor stated that blinking lights in the pavement at crosswalks could prevent injuries.*

*A Mira Costa High School Student requested more illumination for pedestrians at the crosswalks and pedestrian crossing signs.*

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

*City Traffic Engineer Zandvliet responded to City Council questions.*

*City Council directed Staff to move forward with the planned improvements, review additional locations in Manhattan Beach, and prioritize additional locations to add to the Capital Improvements Plan (CIP) for City Council consideration.*

10. Consideration of the Request from the Manhattan Beach Botanical Garden for Fee Waivers/Refunds for Permitting Fees for the Construction of a Tool Shed (Parks and Recreation Director Leyman).

[18-0106](#)

**DISCUSS AND PROVIDE DIRECTION**

*Parks and Recreation Director Mark Leyman introduced Community Programs Manager Eve Kelso who provided a brief overview of the item.*

*Mayor Howorth opened the floor to public comment.*

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

**A motion was made by Councilmember Lesser, seconded by Mayor Pro Tem Napolitano, to approve the request from the Manhattan Beach Botanical Garden for fee waivers/refunds for Permitting Fees to construct a tool shed. The motion carried by the following vote:**

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

*At 8:58 PM City Council recessed and reconvened at 9:07 PM with all Councilmembers present.*

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

11. Request by Mayor Howorth and Mayor Pro Tem Napolitano to Discuss [18-0117](#)  
Sending a Letter to the South Coast Air Quality Management District  
Regarding a Rule Prohibiting Use of Modified Hydrofluoric Acid at the  
Torrance Refinery (Community Development Director McIntosh).

### **DISCUSS AND PROVIDE DIRECTION**

*Management Analyst George Gabriel provided the Staff presentation.*

*Mayor Howorth opened the floor to public comment.*

*The following individuals spoke in favor of drafting the letter opposing the use of Modified Hydrofluoric Acid (MHF):*

*Karla Devine*

*Dr. Eng (Handout to Council)*

*Sally Hayati*

*James Pigott*

*George Harpole*

*David Hannum*

*Jim Eninger*

*Durga Locs*

*Craig Cadwallader*

*Peter Burgis*

*Ricardo Pena*

*Dency Nelson*

*Joan Engelhaupt*

*Al Sattler*

*Constance Sullivan*

*Betsy Ryan*

*Vladimir Buzga (Handout to Council)*

*Marietta Buzga*

*Bobbi Buescher*

*Harriet Chase, did not speak but supports the ban.*

*David Posner*

*Gerry O'Connor*

*Tracy Mork, did not speak but supports the ban.*

*The following individuals spoke in opposition of drafting the letter regarding the use of Modified Hydrofluoric Acid (MHF):*

*Sarah Wiltfong  
Louie Lucero  
Julie Bofinger  
Joe Carson  
Adam Webb  
Michelle Kendig  
Darren Stroud*

*Mary Pope requested that the City Council make a decision from their heart.*

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

*Fire Chief Robert Espinosa responded to City Council questions.*

**A motion was made by Mayor Howorth, seconded by Councilmember Hersman, to direct Staff to draft a letter to send to the South Coast Air Quality Management District (SCAQMD) prohibiting the use of Modified Hydrofluoric Acid (MHF) at the Torrance Refinery. The motion carried by the following vote:**

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

- 12.** Request by Mayor Howorth to Discuss Assembly Bill 1795 Authorizing a Local Emergency Medical Services Agency to Allow Paramedics to Transport People to a Community Care Facility (Fire Chief Espinosa). [18-0110](#)  
**DISCUSS AND PROVIDE DIRECTION**

*Fire Chief Bob Espinosa provided the Staff presentation.*

*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 Montgomery, seconded by Councilmember Hersman, to direct Staff to draft a letter in support of AB 1795 which authorizes a local emergency medical service agency to allow paramedics to transport people to a Community Care Facility. The motion carried by the following vote:**

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



## K. CITY COUNCIL REPORTS AND COMMITTEE REPORTS INCLUDING AB1234 REPORTS (CONTINUED)

*Councilmember Lesser reported that he and Councilmember Montgomery will be attending a meeting with Southern California Edison Representatives who will be providing the Power Reliability Report of 2017.*

*Councilmember Montgomery reported that he attended the National League of Cities meeting in Washington D.C.*

*Mayor Howorth reported that she will be attending a meeting with the Clean Power Alliance.*

## L. FUTURE AGENDA ITEMS

13. Agenda Forecast (City Clerk Tamura).  
**DISCUSS AND PROVIDE DIRECTION**

[18-0046](#)

*Mayor Pro Tem Napolitano requested a follow-up on the Work Plan Meeting with a workshop to talk about City Council accomplishments, laying out the Work Plan and asking for the public's priorities. Councilmembers Lesser and Hersman concurred.*

*Councilmember Montgomery requested to agendaize an ambulance service review to consider hiring an outside ambulance service as soon as possible. Mayor Howorth and Councilmember Hersman concurred.*

## M. CITY MANAGER REPORT

*City Manager Bruce Moe congratulated all personnel in the Manhattan Beach Police Department that participated in the Baker to Las Vegas Run which was 120 miles. Nationally, 275 teams participated. Participants and volunteers did this on their own time. Sgt. Kelly Benjamin was team Captain and Chief Derrick Abell concluded the race at 5:30 AM.*

## N. CITY ATTORNEY REPORT

*City Attorney Quinn Barrow reported that the Court of Appeal upheld the City Council's and Staff's determination regarding a Coastal Development Permit for a house on Highland Avenue. It is an important case and the City is seeking publication, so that it can be used as a precedent in future cases.*

**O. INFORMATIONAL ITEMS**

14. Commission Minutes: [18-0114](#)  
This Item Contains Minutes of the following City Commission Meetings:  
a) Cultural Arts Commission Meeting Minutes of October 16, 2017  
(Parks and Recreation Director Leyman)  
b) Cultural Arts Commission Meeting Minutes of November 20, 2017  
(Parks and Recreation Director Leyman)  
c) Parks and Recreation Commission Meeting Minutes of November 27,  
2017 (Parks and Recreation Director Leyman)  
d) Library Commission Meeting Minutes of January 8, 2018 (Parks and  
Recreation Director Leyman)  
e) Parks and Recreation Commission Meeting Minutes of January 22,  
2018 (Parks and Recreation Director Leyman)  
f) Planning Commission Action Meeting Minutes of February 14, 2018  
(Community Development Director McIntosh)  
g) Planning Commission Action Meeting Minutes of February 28, 2018  
(Community Development Director McIntosh).  
**INFORMATION ITEM ONLY**
15. Recent Planning Commission Quasi-Judicial Decisions [18-0112](#)  
1. Use Permit Amendment - 900 Club  
2. Use Permit, Use Permit Amendment and EIR - Skechers  
(Community Development Director McIntosh).  
**INFORMATION ITEMS ONLY**

**P. CLOSED SESSION**

*None.*

**Q. ADJOURNMENT**

*At 10:17 PM the City Council Meeting was adjourned to the 5:00 PM Closed Session Meeting on April 3, 2018, in the City Council Chambers in said City.*

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

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**Amy Howorth**  
**Mayor**

**ATTEST:**

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



**Agenda Date:** 4/3/2018

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Steve S. Charelian, Interim Finance Director

**SUBJECT:**

Financial Report:

- a) Schedule of Demands: March 1, 2018
- b) Investment Portfolio for the Month Ending February 28, 2018
- c) Month End Report for February 28, 2018  
(Interim Finance Director Charelian).

**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 March 1, 2018 is \$4,425,599.70.

**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 February 28, 2018. This report marks the eighth 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 March 1, 2018
2. Investment Portfolio for the Month February 28, 2018
3. Month End Report for February 28, 2018

# City of Manhattan Beach



## Schedule of Demands March 1, 2018

**CITY OF MANHATTAN BEACH**  
**WARRANT REGISTER**

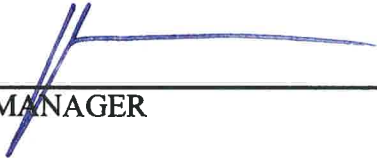
WARRANT(S) WR 18A & WR 18B  
 DATED: 2/22/2018; 3/1/2018

I HEREBY CERTIFY THAT THE CLAIMS OR DEMANDS COVERED BY THE ABOVE WARRANT(S) IN THE AMOUNT OF \$4,425,599.70 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 3RD DAY OF APRIL



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

WARRANT REGISTER (S)  
 WR 18A & WR 18B

WARRANT(S)	18A	1,566,034.03
	18B	893,825.22
PREPAID WIRES / MANUAL CKS	18A	750,049.76
	18B	341,351.26
<b>SUBTOTAL WARRANTS</b>		<u>3,551,260.27</u>
VOIDS		(10,623.60)
PAYROLL	PE 2/16/2018	PY 884,963.03
<b>TOTAL WARRANTS</b>		<u><u>4,425,599.70</u></u>



**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 18a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
21518	2/15/2018	T	CMB RISK MGMT WORKERS COMP	MONTHLY DISBURSAL WC ACCT	250,784.55
2152018	2/15/2018	T	CMB RISK MGMT LIABILITY	MONTHLY DISBURSAL LIAB ACCT	37,425.65
2262018	2/26/2018	T	UNION BANK	F.I.T. MEDICARE S.I.T.	226,811.38
2272018	2/27/2018	T	PUBLIC EMPLOYEES'	PENSION SAFETY - CLASSIC: PAYMENT	235,028.18
<b>SUBTOTAL</b>					<b>750,049.76</b>
532234	2/22/2018	N	ADAMSON POLICE PRODUCTS	LAW ENFORCEMENT SUPPLIES	4,513.60
532235	2/22/2018	N	CRISTINA ARNESON-CABRERA	ADVANCE IDR	3,705.33
532236	2/22/2018	N	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	3,270.00
532237	2/22/2018	N	FRANCHISE TAX BOARD	EARNINGS WITHHOLDING	210.00
532238	2/22/2018	N	FRANCHISE TAX BOARD	EARNINGS WITHHOLDING	164.70
532239	2/22/2018	N	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	452.99
532240	2/22/2018	N	FRONTIER CALIFORNIA INC	CABLE SERVICE	438.35
532241	2/22/2018	N	ICMA RETIREMENT TRUST - 401	DEFERRED COMP 108075: PAYMENT	649.51
532242	2/22/2018	N	ICMA RETIREMENT TRUST - 401	LOAN REPAY 401 - 2.5%: PAYMENT	3,142.57
532243	2/22/2018	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP & LOAN REPAY 457	87,798.25
532244	2/22/2018	N	ICMA RETIREMENT TRUST 401	LOAN REPAY 401 - 4.5%: PAYMENT	5,305.82
532245	2/22/2018	N	VICTORIA HELEN JOHNSON	WATER AEROBICS INSTRUCTOR	450.00
532246	2/22/2018	N	JENNIFER KALLOK	EARNINGS WITHHOLDING	184.62
532247	2/22/2018	N	L3 COM MOBILE-VISION INC	PATROL EQUIPMENT REPAIR/EPLACEMENT	4,685.00
532248	2/22/2018	N	M B POLICE MGMT ASSC	DUES \$ (POL MGT ASSN): PAYMENT	342.00
532249	2/22/2018	N	M B POLICE OFFICERS ASSOCIA	DUES \$ (POLICE FIXED): PAYMENT	6,684.45
532250	2/22/2018	N	MBPOA RETIREE	MD TRUST (MED TRUST): PAYMENT	2,250.00
532251	2/22/2018	N	SBRPCA	2016 UASI GRANT ADVANCE	224,817.93

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 18a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
532252	2/22/2018	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	1,605.64
532253	2/22/2018	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	230.76
532254	2/22/2018	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	92.30
532255	2/22/2018	N	TIME WARNER CABLE INC	CABLE SERVICES	84.60
532256	2/22/2018	N	TOTAL ADMINISTRATION SVCS CORP	MONTHLY FEES	962.69
532257	2/22/2018	N	TOTAL ADMINISTRATIVE SVCS CORP	CHILD125 (CHILD 125 PLAN): PAYMENT	9,629.03
532258	2/22/2018	N	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMENT	3,703.86
532259	2/22/2018	N	US BANK	UAD ACCOUNT CLEARING	565,500.00
532260	2/22/2018	N	US BANK	UAD ACCOUNT CLEARING	75,063.78
532261	2/22/2018	N	VANTAGEPOINT TRANSFER AGENTS	RETMNT HLTH SAVINGS CONTRIB: PAYMENT	1,382.95
532262	2/22/2018	N	ROBIN L VARGAS	EARNINGS WITHHOLDING	553.85
532263	2/22/2018	N	VERIZON CALIFORNIA INC	SCADA COMMUNICATION	31,211.84
532264	2/22/2018	N	WATER REPLENISHMENT DISTRICT	WEST COAST BASIN WATERMASTER BUDGET	10,392.24
532265	2/22/2018	N	WEST BASIN MUNICIPAL WATER DIS	MONTHLY WATER PURCHASE	510,792.60
532266	2/22/2018	N	XEROX CORPORATION	MULTI MACHINES LEASE & BASE BUSINESS PR	5,762.77
<b>SUBTOTAL</b>					<b>1,566,034.03</b>
<b>COMBINED TOTAL</b>					<b>2,316,083.79</b>

**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 18a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
21518	2/15/2018	T	CMB RISK MGMT WORKERS COMP	MONTHLY DISBURSAL WC ACCT	250,784.55
2152018	2/15/2018	T	CMB RISK MGMT LIABILITY	MONTHLY DISBURSAL LIAB ACCT	37,425.65
2262018	2/26/2018	T	UNION BANK	F.I.T. MEDICARE S.I.T.	226,811.38
2272018	2/27/2018	T	PUBLIC EMPLOYEES'	PENSION SAFETY - CLASSIC: PAYMENT	235,028.18
<b>SUBTOTAL</b>					<b>750,049.76</b>
532234	2/22/2018	N	ADAMSON POLICE PRODUCTS	LAW ENFORCEMENT SUPPLIES	4,513.60
532235	2/22/2018	N	CRISTINA ARNESON-CABRERA	ADVANCE IDR	3,705.33
532236	2/22/2018	N	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	3,270.00
532242	2/22/2018	N	ICMA RETIREMENT TRUST - 401	LOAN REPAY 401 - 2.5%: PAYMENT	3,142.57
532243	2/22/2018	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP & LOAN REPAY 457	87,798.25
532244	2/22/2018	N	ICMA RETIREMENT TRUST 401	LOAN REPAY 401 - 4.5%: PAYMENT	5,305.82
532247	2/22/2018	N	L3 COM MOBILE-VISION INC	PATROL EQUIPMENT REPAIR/EPLACEMENT	4,685.00
532249	2/22/2018	N	M B POLICE OFFICERS ASSOCIA	DUES \$ (POLICE FIXED): PAYMENT	6,684.45
532251	2/22/2018	N	SBRPCA	2016 UASI GRANT ADVANCE	224,817.93
532257	2/22/2018	N	TOTAL ADMINISTRATIVE SVCS CORP	CHILD125 (CHILD 125 PLAN): PAYMENT	9,629.03
532258	2/22/2018	N	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMENT	3,703.86
532259	2/22/2018	N	US BANK	UAD ACCOUNT CLEARING	565,500.00
532260	2/22/2018	N	US BANK	UAD ACCOUNT CLEARING	75,063.78
532263	2/22/2018	N	VERIZON CALIFORNIA INC	SCADA COMMUNICATION	31,211.84
532264	2/22/2018	N	WATER REPLENISHMENT DISTRICT	WEST COAST BASIN WATERMASTER BUDGET	10,392.24
532265	2/22/2018	N	WEST BASIN MUNICIPAL WATER DIS	MONTHLY WATER PURCHASE	510,792.60
532266	2/22/2018	N	XEROX CORPORATION	MULTI MACHINES LEASE & BASE BUSINESS PR	5,762.77
<b>SUBTOTAL</b>					<b>1,555,979.07</b>

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

WARRANT BATCH NUMBER: wr 18a

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
COMBINED TOTAL					2,306,028.83

**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
532091	02/15/2018	11024 ADAMSON POLICE PRODUCTS	V	02/26/2018	0304846-IN	10/05/2017	4,685.00	9,198.60
			V	02/26/2018	INV255879	10/04/2017	4,513.60	
532113	02/15/2018	31182 JOE DELIA	V	02/26/2018	18-0116-1	01/16/2018	425.00	1,425.00
			V	02/26/2018	2018-01-08	01/08/2018	200.00	
			V	02/26/2018	2018-01-18	01/18/2018	200.00	
			V	02/26/2018	2018-01-027	01/27/2018	200.00	
			V	02/26/2018	2018-01-022	01/22/2018	200.00	
			V	02/26/2018	2018-01-024	01/24/2018	200.00	
<b>union Total:</b>								<b>10,623.60</b>

2 checks in this report

**Total Checks: 10,623.60**

Report of Warrant Disbursements

Fund	Description	wr 18a	Amount
600	General		827,025.03
230	Prop A		51.71
501	Water		531,000.09
502	Storm		5,815.26
503	Waste Water		15,798.31
601	Insurance		291,480.20
605	Information Services		179.14
615	Building Maintenance		4,170.27
710	UAD Debt Service		640,563.78
wr 18a			<u>2,316,083.79</u>
			<u><u>2,316,083.79</u></u>

**CITY OF MANHATTAN BEACH PAYROLL**  
**PAY PERIOD: 02/03/18 TO 02/16/18**  
**PAY DATE: 02/23/18**

**NET PAY 884,963.03**

2/3/2018

2/16/2018

CITY OF MANHATTAN BEACH PAYROLL REPORT

PAYROLL PERIOD ENDING DATE 2/16/2018

FUND

100  
210  
230  
501  
503  
510  
520  
521  
522  
601  
605  
610  
615  
801

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
	General Fund	1,177,720.84
	Asset Forfeiture Fund	1,827.85
	Prop. A Fund	19,205.95
	Water Fund	28,306.26
	Wastewater Fund	11,152.10
	Refuse Fund	4,272.46
	Parking Fund	3,446.86
	County Parking Lots Fund	942.28
	State Pier and Parking Lot Fund	942.28
	Insurance Reserve Fund	13,956.47
	Information Technology Fund	33,257.10
	Fleet Management Fund	6,433.89
	Building Maintenance & Operations Fund	14,258.70
	Pension Trust Fund	9,307.29
		<hr/>
	Gross Pay	1,325,030.33
	Deductions	440,067.30
		<hr/>
	Net Pay	<u>884,963.03</u>



**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 18b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
30718	3/7/2018	T	CA PUBLIC EMPLOYEES'	MEDICAL PREMIUMS	341,351.26
<b>SUBTOTAL</b>					<b>341,351.26</b>
532267	3/1/2018	N	ADMINISTRATIVE SERVICES COOP	DIAL A RIDE SUPPLEMENTAL CAB SERVICE	774.23
532268	3/1/2018	N	ADVANCED APPLIED ENGRG INC	MBB RESURFACING	10,950.00
532269	3/1/2018	N	ALFARO COMMUNICATION CONST	PARKVIEW AVE SIDEWALK IMPROVEMENTS	16,524.59
532270	3/1/2018	N	ALFARO COMMUNICATION CONST	PARKVIEW AVE SIDEWALK IMPROVEMENTS	16,119.59
532271	3/1/2018	N	AM-TEC TOTAL SECURITY INC	SECURITY/ALARM SYSTEMS	496.00
532272	3/1/2018	N	ANDERSONPENNA PARTNERS INC	ROUNDHOUSE AQUARIUM PROJECT - PROFESS	939.18
532273	3/1/2018	N	ANNA ENTERPRISES	RIGHT OF WAY REFUND DEPOSIT	427.00
532274	3/1/2018	N	ARAKELIAN ENTERPRISES INC	STREET SWEEPING AND STRAND PRESSURE W.	57,755.58
532275	3/1/2018	N	AT&T	REVERSE 911 PHONE UPDATES	430.84
532276	3/1/2018	N	AT&T MOBILITY	CELLULAR CHARGES	6,830.67
532277	3/1/2018	N	AVANT GARDE INC	FUNDING ADMINISTRATION	840.00
532278	3/1/2018	N	EDWARD M BASSETT III	RIGHT OF WAY REFUND DEPOSIT	496.00
532279	3/1/2018	N	BEACH CITIES HEALTH DISTRICT	QUARTERLY CARE MANAGEMENT	9,328.75
532280	3/1/2018	N	BRIT WEST SOCCER INC	SOCCER INSTRUCTOR	1,896.30
532281	3/1/2018	N	CA PARK & REC SOCIETY CPRS	CPRS DISTRICT 9 WINTER TRAINING	175.00
532282	3/1/2018	N	CALIFORNIA PAVING & GRADING CO	RIGHT OF WAY REFUND DEPOSIT	427.00
532283	3/1/2018	N	CALIFORNIA TRAFFIC CONTROL INC	RIGHT OF WAY REFUND DEPOSIT	496.00
532284	3/1/2018	N	CELLCO PARTNERSHIP	CARDIAC MONITOR DATA LINES	35.10
532285	3/1/2018	N	STEVE CHARELIAN	REIMBURSEMENT-TRAVEL EXPENSE	573.74
532286	3/1/2018	N	CITY OF REDONDO BEACH	BEACH CITIES TRANSIT (BCT) AGREEMENT	2,163.75
532287	3/1/2018	N	CLEANSTREET	PORTER, POWER WASHING, AND LANDSCAPE M	570.00

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 18b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
532288	3/1/2018	N	CROWN BLDG MAINTENANCE CO INC	JANITORIAL SERVICES	3,107.88
532289	3/1/2018	N	CSULB FOUNDATION	REGISTRATION-ADVANCED FIELD EVIDENCE T	310.00
532290	3/1/2018	N	DAVID VOLZ DESIGN	PHASE I - DESIGN SERVICES FOR VILLAGE PA	22,500.00
532291	3/1/2018	N	JOE DELIA	PRE-EMPLOYMENT POLYGRAPH SERVICES	1,000.00
532292	3/1/2018	N	DELTA DENTAL OF CALIFORNIA	DENTAL PREMIUMS	29,087.76
532293	3/1/2018	N	DIGITAL ASSURANCE	DISSEMINATION SERVICES	5,000.00
532294	3/1/2018	N	ELEVATORS ETC LP	ELEVATOR AND ESCALATOR MAINTENANCE	2,760.00
532295	3/1/2018	N	EWELL CONSTRUCTION	RIGHT OF WAY REFUND DEPOSIT	496.00
532296	3/1/2018	N	FALKON CONSTRUCTION	RIGHT OF WAY REFUND DEPOSIT	427.00
532297	3/1/2018	N	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE	67.42
532298	3/1/2018	N	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	5,668.16
532299	3/1/2018	N	GARDA CL WEST INC	ARMORED SERVICES	563.06
532300	3/1/2018	N	GEOSYNTEC CONSULTANTS INC	3 YEAR PROFESSIONAL SERVICES AGREEMENT	50,941.07
532301	3/1/2018	N	EVELYN GINGRICH	PARKS & RECREATION REFUND	46.00
532302	3/1/2018	N	HDR ENGINEERING INC	SEPULVEDA BRIDGE WIDENING	4,294.18
532303	3/1/2018	N	HUNTINGTON BCH MOTORSPORTS INC	MOTORCYCLE PARTS & SERVICE	105.00
532304	3/1/2018	N	RODOLFO HURTADO	REIMBURSEMENT	80.00
532305	3/1/2018	N	IPS GROUP INC	PARKING METER CREDIT CARD FEES, REPLACI	4,879.31
532306	3/1/2018	N	JOAN STEIN JENKINS	MUNICIPAL CODE PROSECUTION SERVICES	9,562.50
532307	3/1/2018	N	KEVORK ENTERPRISES INC	AUTO BODY REPAIRS	2,288.01
532308	3/1/2018	N	STEVE KITSIOS	REFUND ICMA LOAN OVERPAYMENT	254.80
532309	3/1/2018	N	KONICA MINOLTA BUSINESS SOLN	BIZHUB 2-YEAR LEASE	637.47

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 18b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
532310	3/1/2018	N	KONICA MINOLTA BUSINESS SOLN	BIZHUB 2-YEAR LEASE	345.95
532311	3/1/2018	N	L PAPADEMETROPOULOS	RIGHT OF WAY REFUND DEPOSIT	496.00
532312	3/1/2018	N	LA COUNTY CLERK/RECORDER	VILLAGE PARK SYNTHETIC TURF PROJECT	150.00
532313	3/1/2018	N	ROSEMARY A LACKOW	MINUTES SECRETARY	560.00
532314	3/1/2018	N	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	16,653.45
532315	3/1/2018	N	MAIN STREET TOURS INC	TOURS/EVENTS	8,259.00
532316	3/1/2018	N	MIKE J MANCE	18-08928C PRESUURE WASHERS & CLEANING S	646.19
532317	3/1/2018	N	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	8,572.64
532318	3/1/2018	N	KATHLEEN C MCGOWAN	PROFESSIONAL SERVICES - AMENDMENT NO. 1	5,487.40
532319	3/1/2018	N	MELROY COMPANY INC	18-08925C SAWING/CORE DRILLING	355.00
532321	3/1/2018	N	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE MAINTENANCE SERVICES CONTR	121,722.59
532322	3/1/2018	N	MERRIMAC ENERGY GROUP	BULK FUEL DELIVERIES	23,042.33
532323	3/1/2018	N	MUNICIPAL CODE CORPORATION	CONTRACT SERVICES	900.00
532324	3/1/2018	N	OCCU-MED LTD	3YR PRE-EMPLOY ANALYSIS & EVALUATION S	500.00
532325	3/1/2018	N	CARLOS OLIVARES	REFUND ICMA LOAN OVERPAYMENT	243.33
532326	3/1/2018	N	ONWARD ENGINEERING	MBB @ SEPULVEDA TURN LANES	807.50
532327	3/1/2018	N	PROVIDENCE MEDICAL INSTITUTE	PRE-EMPLOYMENT PHYSICALS	50.00
532328	3/1/2018	N	QUICKCAPTION INC	RFP: 1095-17, CLOSED CAPTION PROFESSIONA	8,690.00
532329	3/1/2018	N	ROUTEMATCH SOFTWARE INC	DIAL A RIDE SOFTWARE	453.75
532330	3/1/2018	N	SONSRAY MACHINERY LLC	EQUIPMENT TRAILER	7,504.71
532331	3/1/2018	N	STANDARD INSURANCE COMPANY	SHORT TERM DISABILITY PREMIUMS	1,159.56
532332	3/1/2018	N	STANDARD INSURANCE COMPANY	LIFE/AD&D/LTD PREMIUMS	13,139.01

**CITY OF MANHATTAN BEACH  
 WARRANT REGISTER**

WARRANT BATCH NUMBER: **wr 18b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
532333	3/1/2018	N	STANTEC CONSULTING INC	PECK RESERVOIR	4,072.50
532334	3/1/2018	N	SULLY MILLER CONTRACTING CO	ASPHALT/EMULSION	3,169.72
532335	3/1/2018	N	T2 TECH GROUP LLC	SECURITY ASSESSMENT PROFESSIONAL SERVI	20,025.00
532336	3/1/2018	N	TIME WARNER CABLE INC	CABLE SERVICES	107.02
532337	3/1/2018	N	TRANSTECH ENGINEERS INC	HIGHLAND/38TH ST IMPROVEMENTS	12,604.00
532338	3/1/2018	N	UC REGENTS	NURSE EDUCATOR CONTRACT	5,005.32
532339	3/1/2018	N	UNDERGROUND SERVICE ALERT	UNDERGROUND SCHEMATIC NOTIFICATION	201.40
532340	3/1/2018	N	UNITED PARCEL SERVICE	DELIVERY SERVICE	54.00
532341	3/1/2018	N	UNITED SITE SVCS OF CA INC	PORTABLE RESTROOMS/FENCING	602.69
532342	3/1/2018	N	VISION SERVICE PLAN - (CA)	VISION PREMIUMS	3,793.76
532343	3/1/2018	N	WALTERS WHOLESALE ELECTRIC CO	ELECTRICAL SUPPLIES	5,077.17
532344	3/1/2018	N	WASTE MANAGEMENT INC	SOLID WASTE HAULING CONTRACT - RESIDEN	308,808.90
532345	3/1/2018	N	WESTERN GRAPHIX	CONTRACT SERVICES	4,737.79
532346	3/1/2018	N	WHEELER & GRAY INC	SAFE ROUTES CYCLE 10-DESIGN	23,058.10
532347	3/1/2018	N	WHEELER & GRAY INC	SAFE ROUTES CYCLE 3-DESIGN	8,154.50
532348	3/1/2018	N	WHEELER & GRAY INC	SAFE ROUTES CYCLE 3-DESIGN	2,290.00
<b>SUBTOTAL</b>					<b>893,825.22</b>
<b>COMBINED TOTAL</b>					<b>1,235,176.48</b>

**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 18b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
30718	3/7/2018	T	CA PUBLIC EMPLOYEES'	MEDICAL PREMIUMS	341,351.26
<b>SUBTOTAL</b>					<b>341,351.26</b>
532268	3/1/2018	N	ADVANCED APPLIED ENGRG INC	MBB RESURFACING	10,950.00
532269	3/1/2018	N	ALFARO COMMUNICATION CONST	PARKVIEW AVE SIDEWALK IMPROVEMENTS	16,524.59
532270	3/1/2018	N	ALFARO COMMUNICATION CONST	PARKVIEW AVE SIDEWALK IMPROVEMENTS	16,119.59
532274	3/1/2018	N	ARAKELIAN ENTERPRISES INC	STREET SWEEPING AND STRAND PRESSURE W.	57,755.58
532276	3/1/2018	N	AT&T MOBILITY	CELLULAR CHARGES	6,830.67
532279	3/1/2018	N	BEACH CITIES HEALTH DISTRICT	QUARTERLY CARE MANAGEMENT	9,328.75
532288	3/1/2018	N	CROWN BLDG MAINTENANCE CO INC	JANITORIAL SERVICES	3,107.88
532290	3/1/2018	N	DAVID VOLZ DESIGN	PHASE I - DESIGN SERVICES FOR VILLAGE PA	22,500.00
532292	3/1/2018	N	DELTA DENTAL OF CALIFORNIA	DENTAL PREMIUMS	29,087.76
532293	3/1/2018	N	DIGITAL ASSURANCE	DISSEMINATION SERVICES	5,000.00
532294	3/1/2018	N	ELEVATORS ETC LP	ELEVATOR AND ESCALATOR MAINTENANCE	2,760.00
532298	3/1/2018	N	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	5,668.16
532300	3/1/2018	N	GEOSYNTEC CONSULTANTS INC	3 YEAR PROFESSIONAL SERVICES AGREEMENT	50,941.07
532302	3/1/2018	N	HDR ENGINEERING INC	SEPULVEDA BRIDGE WIDENING	4,294.18
532305	3/1/2018	N	IPS GROUP INC	PARKING METER CREDIT CARD FEES, REPLACI	4,879.31
532306	3/1/2018	N	JOAN STEIN JENKINS	MUNICIPAL CODE PROSECUTION SERVICES	9,562.50
532314	3/1/2018	N	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	16,653.45
532315	3/1/2018	N	MAIN STREET TOURS INC	TOURS/EVENTS	8,259.00
532317	3/1/2018	N	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	8,572.64
532318	3/1/2018	N	KATHLEEN C MCGOWAN	PROFESSIONAL SERVICES - AMENDMENT NO. 1	5,487.40
532321	3/1/2018	N	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE MAINTENANCE SERVICES CONTR	121,722.59

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

WARRANT BATCH NUMBER: **wr 18b**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
532322	3/1/2018	N	MERRIMAC ENERGY GROUP	BULK FUEL DELIVERIES	23,042.33
532328	3/1/2018	N	QUICKCAPTION INC	RFP: 1095-17, CLOSED CAPTION PROFESSIONA	8,690.00
532330	3/1/2018	N	SONSRAY MACHINERY LLC	EQUIPMENT TRAILER	7,504.71
532332	3/1/2018	N	STANDARD INSURANCE COMPANY	LIFE/AD&D/LTD PREMIUMS	13,139.01
532333	3/1/2018	N	STANTEC CONSULTING INC	PECK RESERVOIR	4,072.50
532334	3/1/2018	N	SULLY MILLER CONTRACTING CO	ASPHALT/EMULSION	3,169.72
532335	3/1/2018	N	T2 TECH GROUP LLC	SECURITY ASSESSMENT PROFESSIONAL SERVI	20,025.00
532337	3/1/2018	N	TRANSTECH ENGINEERS INC	HIGHLAND/38TH ST IMPROVEMENTS	12,604.00
532338	3/1/2018	N	UC REGENTS	NURSE EDUCATOR CONTRACT	5,005.32
532342	3/1/2018	N	VISION SERVICE PLAN - (CA)	VISION PREMIUMS	3,793.76
532343	3/1/2018	N	WALTERS WHOLESALE ELECTRIC CO	ELECTRICAL SUPPLIES	5,077.17
532344	3/1/2018	N	WASTE MANAGEMENT INC	SOLID WASTE HAULING CONTRACT - RESIDEN	308,808.90
532345	3/1/2018	N	WESTERN GRAPHIX	CONTRACT SERVICES	4,737.79
532346	3/1/2018	N	WHEELER & GRAY INC	SAFE ROUTES CYCLE 10-DESIGN	23,058.10
532347	3/1/2018	N	WHEELER & GRAY INC	SAFE ROUTES CYCLE 3-DESIGN	8,154.50
<b>SUBTOTAL</b>					<b>866,887.93</b>
<b>COMBINED TOTAL</b>					<b>1,208,239.19</b>

**PAYMENT LEGEND:**  
 T = Wire Transfers  
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**Report of Warrant Disbursements  
 wr 18b**

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
200	General	585,284.33
205	Streets & Highways	43,594.18
230	Prop A	5,792.55
231	Prop C	5,101.68
233	Measure R	12,604.00
401	Capital Improvements	56,152.60
501	Water	14,751.86
502	Storm	109,136.31
503	Waste Water	375.75
510	Refuse	308,808.90
520	Parking	13,442.16
521	County Parking Lot	3,814.02
522	State Pier Lots	2,428.28
601	Insurance	82.12
605	Information Services	27,069.93
610	Vehicle Fleet	35,522.56
615	Building Maintenance	8,715.25
710	UAD Debt Service	2,500.00
wr 18b		<u>1,235,176.48</u>
		<u>1,235,176.48</u>



# City of Manhattan Beach

## Investment Portfolio February 2018

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.

Steve S. Charelian, Interim Director of Finance



**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Summary**  
**February 1, 2018 through February 28, 2018**

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 360 Equiv.</b>	<b>YTM 365 Equiv.</b>
LAIF	25,700,000.00	25,700,000.00	25,700,000.00	24.55	1	1	1.393	1.412
Certificates of Deposit - Bank	490,000.00	489,855.45	490,000.00	0.47	1,826	31	0.962	0.975
Medium Term Notes	18,500,000.00	18,369,910.00	18,600,238.04	17.77	1,153	625	1.716	1.740
Federal Agency Issues - Coupon	58,000,000.00	56,922,470.00	57,924,988.98	55.33	1,526	925	1.740	1.764
Treasury Securities - Coupon	2,000,000.00	1,968,710.00	1,971,093.75	1.88	1,307	1,294	2.425	2.459
<b>Investments</b>	<b>104,690,000.00</b>	<b>103,450,945.45</b>	<b>104,686,320.77</b>	<b>100.00%</b>	<b>1,083</b>	<b>648</b>	<b>1.660</b>	<b>1.683</b>
<b>Cash</b>								
Passbook/Checking (not included in yield calculations)	5,657,959.30	5,657,959.30	5,657,959.30		1	1	0.000	0.000
<b>Total Cash and Investments</b>	<b>110,347,959.30</b>	<b>109,108,904.75</b>	<b>110,344,280.07</b>		<b>1,083</b>	<b>648</b>	<b>1.660</b>	<b>1.683</b>

<b>Total Earnings</b>	<b>February 28 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	153,156.70	1,070,446.55

  
 STEVE S. CHARELIAN, INTERIM FINANCE DIRECTOR

**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**February 28, 2018**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>LAIF</b>											
SYS3000	3000	Local Agency Invest. Fund	07/01/2000	25,700,000.00	25,700,000.00	25,700,000.00	1.412		1.412	1	
<b>Subtotal and Average</b>				<b>25,700,000.00</b>	<b>25,700,000.00</b>	<b>25,700,000.00</b>			<b>1.412</b>	<b>1</b>	
<b>Certificates of Deposit - Bank</b>											
101120CZ4	CD0024	Boston Private Bank & Trust	04/04/2013	245,000.00	244,911.80	245,000.00	0.950		0.950	34	04/04/2018
938828AA8	CD0023	Washington Federal	03/28/2013	245,000.00	244,943.65	245,000.00	1.000		1.000	27	03/28/2018
<b>Subtotal and Average</b>				<b>490,000.00</b>	<b>489,855.45</b>	<b>490,000.00</b>			<b>0.975</b>	<b>31</b>	
<b>Money Market Fund</b>											
SYSGMRA39907	GMRA39907	Union Bank of California	10/09/2008	0.00	0.00	0.00	0.350		0.350	1	
<b>Subtotal and Average</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>			<b>0.000</b>	<b>0</b>	
<b>Medium Term Notes</b>											
037833AJ9	MTN0092	APPLE INC	05/24/2017	1,000,000.00	998,220.00	997,940.00	1.000	AA+	1.221	63	05/03/2018
110122BA5	MTN0089	Bristol-Myers	03/15/2017	1,000,000.00	991,640.00	999,040.00	1.600	A+	1.650	363	02/27/2019
084670BC1	MTN0094	BERKSHIRE HATHWY	11/03/2017	1,000,000.00	1,032,260.00	1,058,974.12	3.750	AA	2.148	1,263	08/15/2021
22160KAF2	MTN0080	COSTCO COMPANIES	12/30/2015	1,000,000.00	983,050.00	993,880.00	1.700	A+	1.861	654	12/15/2019
36962G4D3	MTN0083	Gen elec Cap Corp	06/01/2016	1,000,000.00	1,045,090.00	1,073,036.32	6.000	AA+	1.720	524	08/07/2019
478160CH5	MTN0095	Johnson & Johnson	01/25/2018	2,000,000.00	1,971,240.00	1,988,118.00	1.950	AAA	2.167	985	11/10/2020
48125LRG9	MTN0091	JP MORGAN CHASE	05/24/2017	1,000,000.00	985,640.00	997,260.00	1.650	A+	1.770	571	09/23/2019
191216BY5	MTN0085	COCA-COLA CO	10/18/2016	1,000,000.00	959,670.00	997,190.00	1.550	AA-	1.610	1,280	09/01/2021
594918AC8	MTN0075	MICROSOFT CORP.	05/19/2015	1,000,000.00	1,021,550.00	1,036,758.92	4.200	AAA	1.783	457	06/01/2019
594918BN3	MTN0084	MICROSOFT CORP.	09/02/2016	1,000,000.00	982,310.00	999,710.00	1.100	AAA	1.110	525	08/08/2019
63254AAQ13	MTN0087	NATL AUSTRALIA BANK	12/28/2016	1,000,000.00	981,920.00	989,370.68	1.375	AA-	1.992	498	07/12/2019
717081DG5	MTN0073	Pfizer Inc	12/27/2013	1,000,000.00	998,260.00	990,150.00	1.500	AA	1.730	106	06/15/2018
742718EN5	MTN0090	Procter & Gamble	03/15/2017	1,000,000.00	976,510.00	990,350.00	1.850	AA-	2.110	1,069	02/02/2021
89236TCX1	MTN0082	TOYOTA MOTOR CREDIT	06/01/2016	1,000,000.00	999,270.00	1,001,450.00	1.200	AA-	1.120	36	04/06/2018
904764AT4	MTN0086	UNILEVER CAPITAL	10/18/2016	500,000.00	476,200.00	495,980.00	1.375	A+	1.550	1,245	07/28/2021
91324PCB6	MTN0088	United Healthcare Group Inc	12/28/2016	1,000,000.00	990,330.00	995,990.00	1.625	A+	1.810	379	03/15/2019
90331HMY6	MTN0081	US BANK NA OHIO	06/01/2016	1,000,000.00	987,680.00	999,710.00	1.400	AA-	1.410	421	04/26/2019
30231GAG7	MTN0077	EXXON MOBIL CORPORATION	08/21/2015	1,000,000.00	989,070.00	995,330.00	1.912	AAA	2.020	736	03/06/2020
<b>Subtotal and Average</b>				<b>18,500,000.00</b>	<b>18,369,910.00</b>	<b>18,600,238.04</b>			<b>1.740</b>	<b>625</b>	
<b>Federal Agency Issues - Coupon</b>											
3133EDLR1	FAC0222	FED FARM CR BK	05/29/2014	2,000,000.00	1,985,940.00	2,003,032.08	1.650	AA+	1.542	440	05/15/2019
3133EEW55	FAC0236	FED FARM CR BK	06/19/2015	2,000,000.00	1,973,800.00	2,001,898.00	1.800	AA+	1.780	837	06/15/2020

**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**February 28, 2018**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Federal Agency Issues - Coupon</b>											
3133EGYB5	FAC0253	FED FARM CR BK	10/14/2016	2,000,000.00	1,904,380.00	1,999,000.00	1.540	AA+	1.550	1,321	10/12/2021
3133EGW92	FAC0255	FED FARM CR BK	12/28/2016	1,000,000.00	986,310.00	997,682.00	1.500	AA+	1.580	658	12/19/2019
3133EG2P9	FAC0257	FED FARM CR BK	12/29/2016	1,000,000.00	981,900.00	1,000,000.00	2.320	AA+	2.320	1,399	12/29/2021
3133EHCT8	FAC0259	FED FARM CR BK	05/22/2017	1,000,000.00	981,340.00	1,011,006.26	2.150	AA+	1.894	1,475	03/15/2022
3133EJDE6	FAC0271	FED FARM CR BK	02/16/2018	2,000,000.00	1,983,300.00	1,988,840.00	2.570	AA+	2.708	1,813	02/16/2023
3130A0CU2	FAC0217	Federal Home Loan Bank	11/21/2013	1,000,000.00	996,540.00	1,000,000.00	1.550	AA	1.550	265	11/21/2018
313376BR5	FAC0218	Federal Home Loan Bank	12/27/2013	1,000,000.00	997,790.00	998,570.00	1.750	AA+	1.780	288	12/14/2018
3130A6AE7	FAC0240	Federal Home Loan Bank	10/26/2015	1,000,000.00	995,430.00	1,005,240.00	1.125	AA+	0.940	197	09/14/2018
3130A8BQ5	FAC0248	Federal Home Loan Bank	06/15/2016	2,000,000.00	1,944,960.00	2,000,000.00	1.690	AA+	1.690	1,110	03/15/2021
3130A8NT6	FAC0251	Federal Home Loan Bank	07/13/2016	2,000,000.00	1,928,460.00	2,000,000.00	1.480	AA+	1.480	1,230	07/13/2021
3130AC3B8	FAC0264	Federal Home Loan Bank	08/16/2017	1,000,000.00	969,110.00	1,000,000.00	2.000	AA+	2.000	1,448	02/16/2022
3130AC2H6	FAC0265	Federal Home Loan Bank	08/30/2017	2,000,000.00	1,929,320.00	2,000,000.00	2.160	AA+	2.160	1,637	08/24/2022
3130A3KM5	FAC0268	Federal Home Loan Bank	01/10/2018	2,000,000.00	1,979,540.00	2,014,752.00	2.500	AA+	2.357	1,744	12/09/2022
3130ADF98	FAC0270	Federal Home Loan Bank	01/30/2018	2,000,000.00	1,985,480.00	2,000,000.00	2.170	AA+	2.170	882	07/30/2020
3137EADK2	FAC0224	Federal Home Loan Mortgage	08/01/2014	2,000,000.00	1,973,980.00	1,983,980.28	1.250	AA+	1.788	518	08/01/2019
3134G3P53	FAC0245	Federal Home Loan Mortgage	03/17/2016	1,000,000.00	995,560.00	1,010,875.96	2.000	AA+	1.364	587	10/09/2019
3134G9E52	FAC0250	Federal Home Loan Mortgage	07/05/2016	1,000,000.00	961,500.00	1,000,000.00	1.330	AA+	1.330	1,035	12/30/2020
3134G9M79	FAC0258	Federal Home Loan Mortgage	03/13/2017	2,000,000.00	1,954,980.00	1,986,723.05	1.875	AA+	2.076	1,243	07/26/2021
3134G3K58	FAC0260	Federal Home Loan Mortgage	05/22/2017	1,000,000.00	983,350.00	999,850.00	1.500	AA+	1.505	749	03/19/2020
3134GBSB9	FAC0263	Federal Home Loan Mortgage	08/11/2017	2,000,000.00	1,971,440.00	2,000,000.00	1.500	AA+	1.500	568	09/20/2019
3134GBX64	FAC0266	Federal Home Loan Mortgage	11/22/2017	2,000,000.00	1,942,040.00	2,000,000.00	2.350	AA+	2.350	1,727	11/22/2022
3137EAEC9	FAC0269	Federal Home Loan Mortgage	01/25/2018	2,000,000.00	1,906,740.00	1,922,368.00	1.125	AA+	2.154	1,260	08/12/2021
3135G0ZA4	FAC0221	Fannie Mae	05/29/2014	1,000,000.00	997,670.00	1,004,648.16	1.875	AA+	1.478	355	02/19/2019
3135G0ZY2	FAC0231	Fannie Mae	02/20/2015	2,000,000.00	1,982,700.00	2,004,373.45	1.750	AA+	1.642	635	11/26/2019
3135G0YM9	FAC0232	Fannie Mae	02/20/2015	2,000,000.00	1,998,920.00	2,008,729.53	1.875	AA+	1.318	201	09/18/2018
3135G0ZA4	FAC0235	Fannie Mae	06/19/2015	2,000,000.00	1,995,340.00	2,012,263.80	1.875	AA+	1.370	355	02/19/2019
3136G0X55	FAC0246	Fannie Mae	03/17/2016	1,000,000.00	976,170.00	995,550.00	1.500	AA+	1.600	974	10/30/2020
3136G36C4	FAC0252	Fannie Mae	09/29/2016	2,000,000.00	1,914,180.00	2,000,000.00	1.600	AA+	1.600	1,308	09/29/2021
3136G4EK5	FAC0254	Fannie Mae	10/28/2016	2,000,000.00	1,944,720.00	1,996,000.00	1.200	AA+	1.255	880	07/28/2020
3135G0J20	FAC0256	Fannie Mae	12/28/2016	1,000,000.00	967,790.00	982,647.56	1.375	AA+	1.917	1,093	02/26/2021
3135G0T45	FAC0261	Fannie Mae	05/22/2017	1,000,000.00	970,670.00	1,001,150.00	1.875	AA+	1.850	1,496	04/05/2022
3135G0T60	FAC0267	Fannie Mae	01/10/2018	2,000,000.00	1,959,160.00	1,972,740.00	1.500	AA+	1.978	882	07/30/2020
880591EQ1	FAC0220	Tennessee Valley Authority	05/29/2014	2,000,000.00	1,996,980.00	2,005,663.83	1.750	AA+	1.395	228	10/15/2018
880591EC2	FAC0241	Tennessee Valley Authority	10/26/2015	1,000,000.00	1,002,490.00	1,009,032.43	4.500	AA+	0.977	31	04/01/2018
880591EC2	FAC0262	Tennessee Valley Authority	05/22/2017	1,000,000.00	1,002,490.00	1,008,372.59	4.500	AA+	2.572	31	04/01/2018
<b>Subtotal and Average</b>				<b>58,000,000.00</b>	<b>56,922,470.00</b>	<b>57,924,988.98</b>			<b>1.764</b>	<b>925</b>	

**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**February 28, 2018**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
<b>Treasury Securities - Coupon</b>											
912828D72	UST0023	US TREASURY	02/16/2018	1,000,000.00	982,580.00	983,906.25	2.000		2.439	1,279	08/31/2021
912828F21	UST0024	US TREASURY	02/16/2018	1,000,000.00	986,130.00	987,187.50	2.125		2.478	1,309	09/30/2021
<b>Subtotal and Average</b>				<b>2,000,000.00</b>	<b>1,968,710.00</b>	<b>1,971,093.75</b>			<b>2.459</b>	<b>1,294</b>	
<b>Total and Average</b>				<b>104,690,000.00</b>	<b>103,450,945.45</b>	<b>104,686,320.77</b>			<b>1.683</b>	<b>648</b>	

**CITY OF MANHATTAN BEACH**  
**Portfolio Management**  
**Portfolio Details - Cash**  
**February 28, 2018**

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
<b>Money Market Fund</b>										
SYS39903-39902	39901	UNION BANK	06/01/2003	5,657,959.30	5,657,959.30	5,657,959.30			0.000	1
<b>Subtotal and Average</b>										1
<b>Total Cash and Investments</b>				<b>110,347,959.30</b>	<b>109,108,904.75</b>	<b>110,344,280.07</b>			<b>1.683</b>	<b>648</b>

**City of Manhattan Beach**  
**Investment Portfolio Summary**  
*As of February 28, 2018*

<b>PORTFOLIO PROFILE</b>	<b>Feb 28, 2018</b>	<b>Jan 31, 2018</b>	<b>Dec 31, 2017</b>	<b>Nov 30, 2017</b>	<b>Oct 31, 2017</b>
Total Book Value (Excluding Trust Funds)	\$104,686,321	\$107,179,627	\$101,781,649	\$97,854,500	\$98,537,950
Increase/(Decrease) from Prior Period	(2,493,306)	5,397,978	3,927,150	(683,450)	(1,999,750)
Percentage Change	(2.3%)	5.3%	4.0%	(0.7%)	(2.0%)
Average Yield to Maturity (365 Days)	1.683%	1.615%	1.511%	1.501%	1.455%
Increase/(Decrease) from Prior Period	0.068%	0.104%	0.010%	0.046%	0.013%

**PORTFOLIO ALLOCATIONS**

<b>By Security</b>	<b>Value (Par)</b>	<b>Percent</b>	<b>Par YTM</b>	<b>Time Horizon</b>	<b>Percent</b>
LAIF*	\$25,700,000	24.55%	1.412%	Next 12 months	40%
Certificates of Deposit	490,000	0.5%	0.975%	Months 13-24	17%
Medium Term Notes	18,500,000	17.7%	1.740%	Months 25-36	15%
Federal Agencies	58,000,000	55.4%	1.764%	Months 37-48	18%
U.S. Treasuries	2,000,000	1.9%	2.459%	Months 49-60	10%
<b>Total</b>	<b>\$104,690,000</b>	<b>100.0%</b>	<b>1.683%</b>	<b>Total</b>	<b>100.0%</b>

\*LAIF YTM as of February 28, 2018

**RECENT ACTIVITY**

<b>Security</b>	<b>Date of Activity</b>	<b>Maturity Date</b>	<b>Purchase (Par)</b>	<b>Maturing/Call</b>	<b>YTM</b>
FFCB - 2.57% Coupon	2/16/2018	2/16/2023	2,000,000		2.708%
T - 2% Coupon	2/16/2018	8/31/2021	1,000,000		2.439%
T - 2.125% Coupon	2/16/2018	9/30/2021	1,000,000		2.478%
<b>Total Purchases</b>			<b>\$4,000,000</b>		<b>2.584%</b>
Matured: MTN - 1.25% Coupon	2/8/2018	2/8/2018		1,000,000	1.383%
Matured: CD - 1.3% Coupon	2/20/2018	2/20/2018		211,000	1.300%
Matured: CD - 1.3% Coupon	2/26/2018	2/26/2018		245,000	1.300%
<b>Total Maturing/Calls</b>				<b>\$1,456,000</b>	<b>1.357%</b>

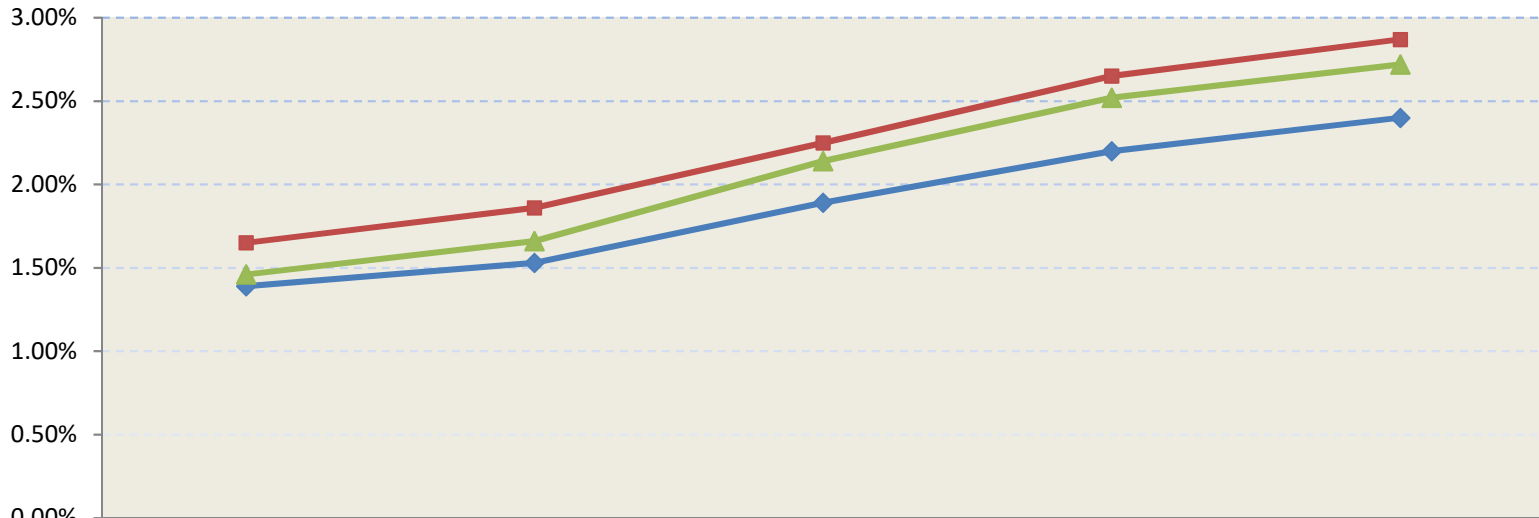
**City of Manhattan Beach**  
**Investment Portfolio Summary**  
*As of February 28, 2018*

PORTFOLIO FUNDS HELD IN TRUST	Value
Police/Fire Refund Delivery Cost	\$261
Marine Avenue	44
Metlox & Water/Wastewater Refunding	97
UUAD Assessment Funds	2,005,204
<b>Total Funds Held in Trust</b>	<b>\$2,005,606</b>

*As of February 28, 2018*

**US Treasuries Yield Curve**

*www.treas.gov*



	3-Month	6-Month	2-Year	5-Year	10-Year
◆ Dec 29 2017	1.39%	1.53%	1.89%	2.20%	2.40%
▲ Jan 31 2018	1.46%	1.66%	2.14%	2.52%	2.72%
■ Feb 28 2018	1.65%	1.86%	2.25%	2.65%	2.87%

**CITY OF MANHATTAN BEACH**  
**Portfolio Maturity Structure**  
March 2018 through February 2023

**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	Mth	Mat.	YTM	Inv	Call	Amt	
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	
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	3/19/20	1.51%	FHLMC	nc	\$1.0M	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						
													7/30/20	1.98%	FNMA	nc	\$2.0M		7/26/21	2.08%	FHLMC	nc	\$2.0M							
													7/30/20	2.17%	FHLB	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	8/15/21	2.15%	MTN	nc	\$1.0M	Aug 22	8/24/22	2.16%	FHLB	11/24/17	\$2.0M
							8/7/19	1.72%	MTN	nc	\$1.0M									8/12/21	2.15%	FHLMC	nc	\$2.0M						
							8/8/19	1.11%	MTN	nc	\$1.0M									8/31/21	2.44%	T	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									9/30/21	2.48%	T	nc	\$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						
Nov 18	11/21/18	1.6%	FHLB	nc	\$1.0M	Nov 19	11/26/19	1.64%	FNMA	nc	\$2.0M	Nov 20	11/10/20	2.17%	MTN	nc	\$2.0M	Nov 21						Nov 22	11/22/22	2.35%	FHLMC	5/22/18	\$2.0M	
Dec 18	12/14/18	1.8%	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	Dec 22	12/9/22	2.36%	FHLB	nc	\$2.0M	
							12/19/19	1.58%	FFCB	nc	\$1.0M																			
Jan 19						Jan 20						Jan 21							Jan 22					Jan 23						
Feb 19	2/19/19	1.5%	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	Feb 23	2/16/23	2.71%	FFCB	nc	\$2.0M	
	2/19/19	1.4%	FNMA	nc	\$2.0M								2/26/21	1.92%	FNMA	nc	\$1.0M													
	2/27/19	1.7%	MTN	MW:10	\$1.0M																									
<b>Total By Year (excl LAIF)</b>					<b>\$16.49m</b>						<b>\$18.00m</b>						<b>\$16.00m</b>						<b>\$18.50m</b>						<b>\$10.00m</b>	
<b>% of Total Securities (excl LAIF)</b>					<b>21%</b>						<b>23%</b>						<b>20%</b>						<b>23%</b>						<b>13%</b>	
<b>% of Total Investments (incl LAIF)</b>					<b>40%</b>						<b>17%</b>						<b>15%</b>						<b>18%</b>						<b>10%</b>	

Total Securities	75%	\$79.0M
LAIF	25%	\$25.7M
<b>Total Investments</b>	<b>100%</b>	<b>\$104.7M</b>

Shaded rows indicate months with significant cash inflows.



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

As of February 28, 2018

Instrument			% of Total	Dollar Compliance		Percentage Compliance		Term Compliance	
				Limit	Compliant?	Limit	Compliant?	Limit	Compliant?
Local Agency Investment Fund (LAIF)		<b>\$25,700,000</b>	<b>24.5%</b>	<b>\$50,000,000</b>	<b>Yes</b>	<i>Temporary Suspension</i>			
<b>Certificates of Deposit</b>									
Boston Private Bank & Trust (24811)	24811	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
<b>Total Certificates of Deposit (2)</b>		<b>\$490,000</b>	<b>0.5%</b>			<b>20.0%</b>	<b>Yes</b>		
<b>U.S. Treasuries</b>									
US Treasury		1,000,000	1.0%					5 Years	Yes
US Treasury		1,000,000	1.0%					5 Years	Yes
<b>Total Certificates of Deposit (6)</b>		<b>\$2,000,000</b>	<b>1.9%</b>						
<b>Medium Term (Corporate) Notes</b>									
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>2.4%</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
Berkshire Hathaway		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
<i>Total Financial Sector</i>		<i>\$5,000,000</i>	<i>4.8%</i>			<i>10.0%</i>	<i>Yes</i>		
Exxon Mobil		1,000,000	1.0%			5.0%	Yes	5 Years	Yes
<i>Total Energy Sector</i>		<i>\$1,000,000</i>	<i>1.0%</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
Johnson & Johnson		2,000,000	1.9%			5.0%	Yes	5 Years	Yes
<i>Total Healthcare Sector</i>		<i>\$5,000,000</i>	<i>4.8%</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	1.9%			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>\$3,000,000</i>	<i>2.9%</i>			<i>10.0%</i>	<i>Yes</i>		
<b>Total Medium Term Notes (17) *</b>		<b>\$18,500,000</b>	<b>17.7%</b>			<b>20.0%</b>	<b>Yes</b>		
<b>Federal Agencies</b>									
Federal Home Loan Bank (FHLB)		<b>\$14,000,000</b>	13.4%			33.3%	Yes	5 Years	Yes
Federal Farm Credit (FFCB)		<b>11,000,000</b>	10.5%			33.3%	Yes	5 Years	Yes
Fannie Mae (FNMA)		<b>16,000,000</b>	15.3%			33.3%	Yes	5 Years	Yes
Freddie Mac (FHLMC)		<b>13,000,000</b>	12.4%			33.3%	Yes	5 Years	Yes
Tennessee Valley Authority (TVA)		<b>4,000,000</b>	3.8%			33.3%	Yes	5 Years	Yes
<b>Total Federal Agencies (13)</b>		<b>\$58,000,000</b>	<b>55.4%</b>			<b>60.0%</b>	<b>Yes</b>		
<b>Total Portfolio</b>		<b>\$104,690,000</b>	<b>98.1%</b>						

**CITY OF MANHATTAN BEACH**  
**February 28, 2018**

**Investments**

	<b>Book Value</b>
LAIF	\$25,700,000.00
Medium Term Notes	18,600,238.04
Federal Agency Issues-Coupon	57,924,988.98
Treasury Securities	1,971,093.75
Certificates of Deposit	490,000.00
<b>Subtotal Investments</b>	<b><u>\$104,686,320.77</u></b>

**Demand Deposit/Petty Cash**

Cash in Bank	\$5,657,959.30
Petty Cash	2,661.34
<b>Subtotal Demand Deposit</b>	<b><u>\$5,660,620.64</u></b>

**Subtotal City Cash & Investments** **\$110,346,941.41**

**Bond Funds Held in Trust**

Police Fire Refund Delivery Cost	\$261.42
Marine	43.91
Metlox & Water/Wastewater Refunding	96.64
Utility Assessment Dist	2,005,203.94
<b>Subtotal Bonds Held in Trust</b>	<b><u>\$2,005,605.91</u></b>
<b>Treasurer's Balance</b>	<b><u>\$112,352,547.32</u></b>

**Investment Trust Funds**

Pension Rate Stabilization Trust	778,023.83
	<b><u>\$778,023.83</u></b>



**JOHN CHIANG  
TREASURER  
STATE OF CALIFORNIA**



**PMIA Performance Report**

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
02/05/18	1.40	1.36	180
02/06/18	1.40	1.36	179
02/07/18	1.40	1.36	178
02/08/18	1.41	1.36	179
02/09/18	1.41	1.36	180
02/10/18	1.41	1.36	180
02/11/18	1.41	1.36	180
02/12/18	1.41	1.36	178
02/13/18	1.41	1.37	178
02/14/18	1.41	1.37	177
02/15/18	1.42	1.37	176
02/16/18	1.41	1.37	176
02/17/18	1.41	1.37	176
02/18/18	1.41	1.37	176
02/19/18	1.41	1.37	176
02/20/18	1.42	1.37	172
02/21/18	1.42	1.37	170
02/22/18	1.42	1.37	168
02/23/18	1.43	1.38	167
02/24/18	1.43	1.38	167
02/25/18	1.43	1.38	167
02/26/18	1.43	1.38	163
02/27/18	1.43	1.38	166
02/28/18	1.46	1.38	172
03/01/18	1.48	1.38	181
03/02/18	1.48	1.38	182
03/03/18	1.48	1.38	182
03/04/18	1.48	1.39	182
03/05/18	1.48	1.39	179
03/06/18	1.48	1.39	178
03/07/18	1.48	1.39	177

\*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

**LAIF Performance Report**

**Quarter Ending 12/31/17**

Apportionment Rate: 1.20%  
 Earnings Ratio: .00003301121703481  
 Fair Value Factor: 0.998093529  
 Daily: 1.30%  
 Quarter to Date: 1.18%  
 Average Life: 186

**PMIA Average Monthly Effective Yields**

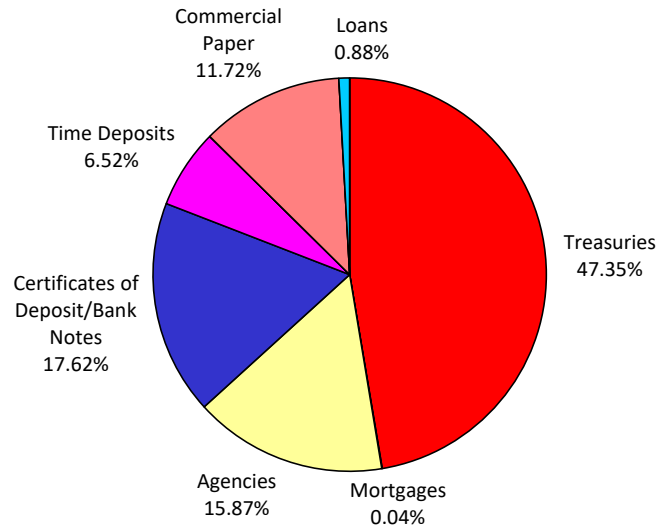
**Feb 2018 1.412**  
 Jan 2018 1.350  
 Dec 2017 1.239

**Pooled Money Investment Account**

**Portfolio Composition**

**01/31/18**

**\$78.6 billion**



Based on data available as of 3/7/2018

# City of Manhattan Beach



## Month End Report February 2018 Fiscal Year 2017-2018

		Annual Budget	Current Month	YTD Expend.	YTD Encumb.	Available Budget	Percent Utilized*
11	Management Services	4,220,591	397,361	2,794,964	145,761	1,279,865	69.68
12	Finance	4,342,906	221,527	2,029,438	98,545	2,214,923	49.00
13	Human Resources	1,277,653	86,143	657,641	9,725	610,287	52.23
14	Parks and Recreation	8,542,568	517,092	5,067,863	40,231	3,434,474	59.80
15	Police	26,743,082	1,964,041	17,017,493	161,500	9,564,089	64.24
16	Fire	12,978,930	942,292	7,995,687	29,821	4,953,422	61.83
17	Community Development	5,250,413	325,377	2,943,349	188,484	2,118,580	59.65
18	Public Works	7,305,480	508,874	3,642,470	63,307	3,599,703	50.73
19	Information Technology	313,619	19,256	218,394	-	95,225	69.64
100	General Fund	70,975,241	4,981,963	42,367,299	737,374	27,870,568	60.73

\*Percent Utilized includes YTD encumbrances.

**City of Manhattan Beach**  
**Fiscal Year 2017-18 Statement of Revenues & Expenditures**  
**February 28, 2018**

% of Year  
**66.7%**

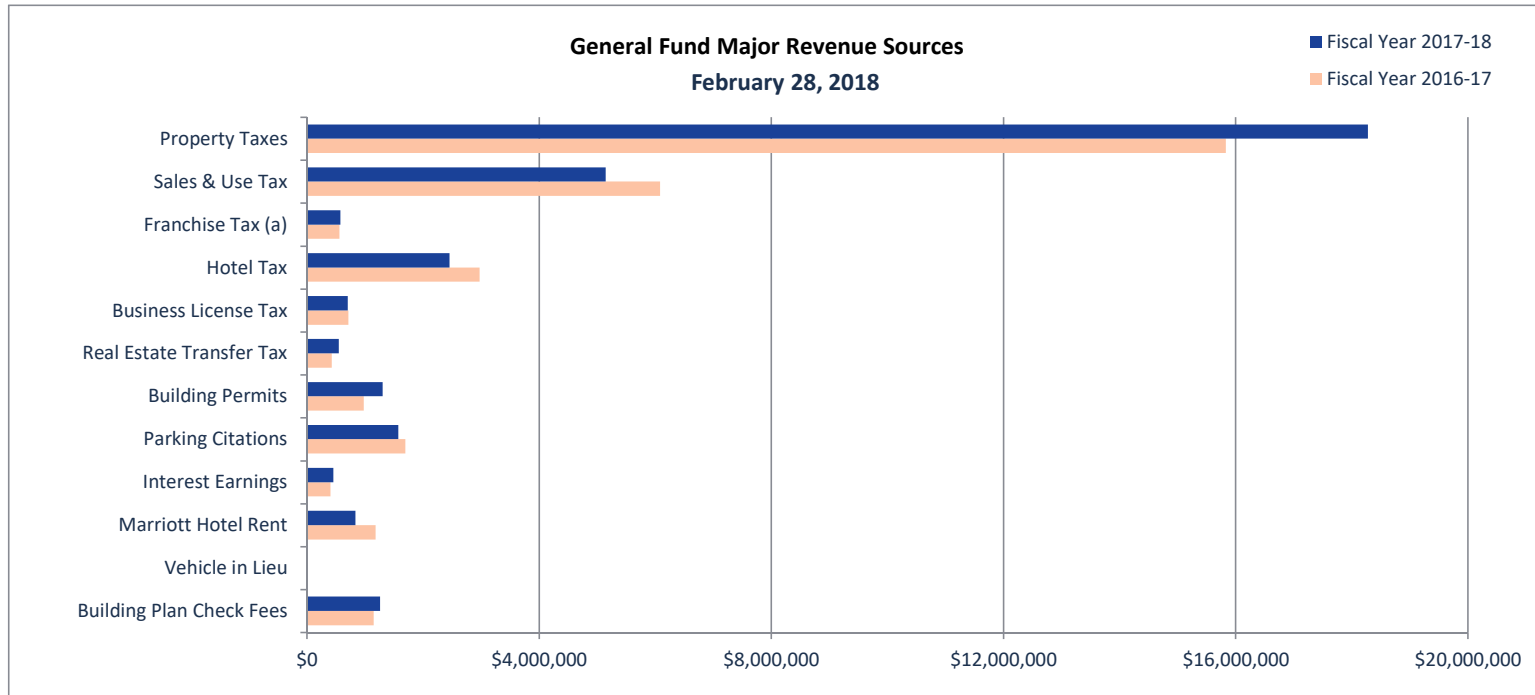
**Current Year Activity**

<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	\$43,056,975	60.5%	\$70,975,241	\$42,367,299	59.7%
Street Lighting & Landscaping Fund	201	395,890	268,267	67.8%	623,419	324,271	52.0%
Gas Tax Fund	205	2,939,934	540,658	18.4%	6,593,056	860,129	13.0%
Asset Forfeiture	210	708,300	18,777	2.7%	1,109,308	155,403	14.0%
Police Safety Grants	211	101,400	141,600	139.6%	123,382	60,366	48.9%
Federal & State Grants	220	-	-	n/a	-	-	n/a
Prop A Fund	230	679,839	385,955	56.8%	896,041	531,585	59.3%
Prop C Fund	231	18,286,497	396,386	2.2%	21,782,136	74,296	0.3%
AB 2766 Fund	232	50,412	12,827	25.4%	11,300	13,869	122.7%
Measure R	233	420,887	257,979	61.3%	1,744,579	214,240	12.3%
Measure M	234	415,899	171,976	41.4%	242,185	-	0.0%
Capital Improvements Fund	401	4,912,033	1,889,351	38.5%	11,568,669	1,014,992	8.8%
Underground Assessment District Construction	403	1,800	3,989	221.6%	-	-	n/a
Water Fund	501	14,931,000	10,967,493	73.5%	22,772,930	6,955,084	30.5%
Storm Drain Fund	502	354,300	238,912	67.4%	2,501,199	646,556	25.8%
Wastewater Fund	503	3,350,500	2,412,515	72.0%	6,718,320	957,369	14.3%
Refuse Fund	510	4,293,026	2,853,140	66.5%	4,402,061	2,435,821	55.3%
Parking Fund	520	2,597,000	1,497,657	57.7%	3,282,095	1,824,480	55.6%
County Parking Lots Fund	521	798,500	554,220	69.4%	619,319	129,709	20.9%
State Pier & Parking Lot Fund	522	608,600	589,753	96.9%	1,367,712	582,209	42.6%
Insurance Reserve Fund	601	7,147,960	4,721,869	66.1%	6,514,367	4,759,241	73.1%
Information Systems Reserve Fund	605	2,283,337	1,522,216	66.7%	2,510,568	1,400,989	55.8%
Fleet Management Fund	610	3,433,420	1,293,857	37.7%	4,880,655	813,027	16.7%
Building Maintenance & Operation Fund	615	1,883,969	967,976	51.4%	1,885,350	966,184	51.2%
Special Assessment Debt Service	710	965,000	733,872	76.0%	947,439	925,019	97.6%
City Pension Fund	801	182,000	3,850	2.1%	243,900	146,611	60.1%
		<b>\$142,955,151</b>	<b>\$75,502,070</b>	<b>52.8%</b>	<b>\$174,315,232</b>	<b>\$68,158,748</b>	<b>39.1%</b>

**City of Manhattan Beach  
Fiscal Year 2018 General Fund Major Revenue Trends  
February 28, 2018**

**Percent of Year  
66.7%**

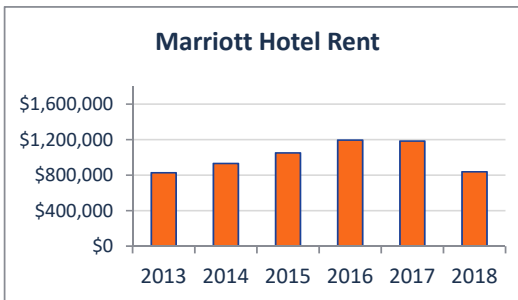
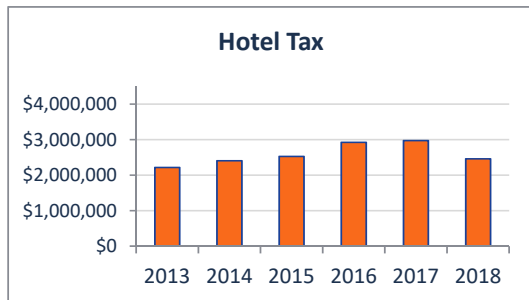
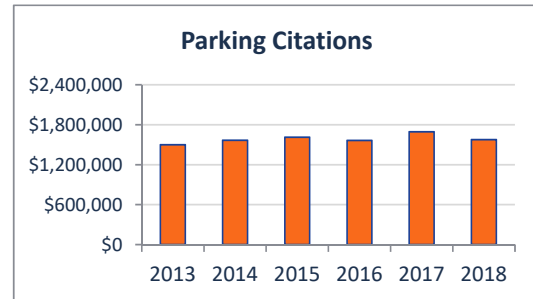
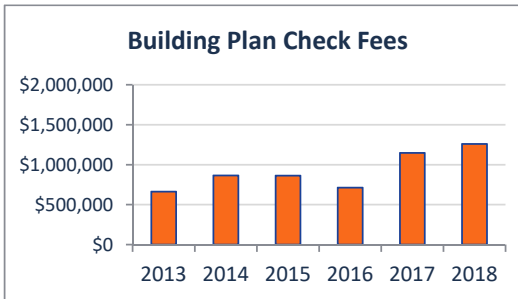
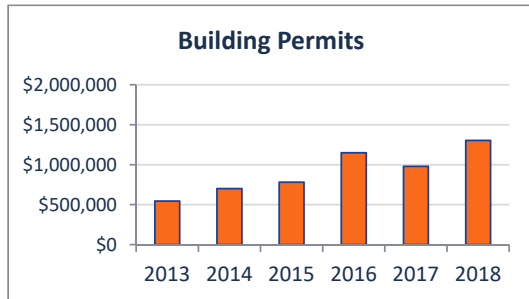
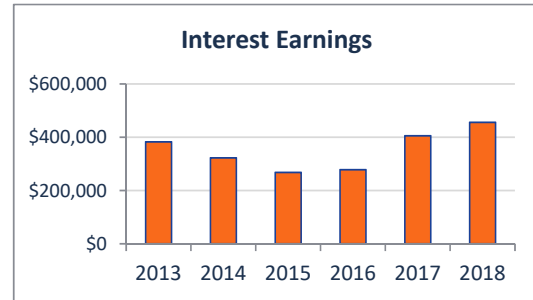
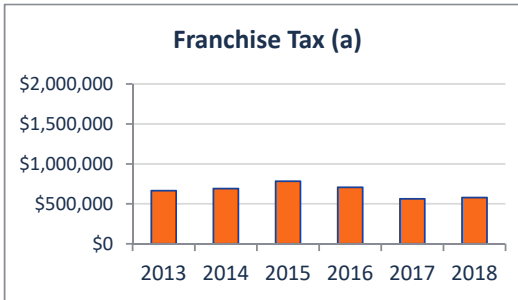
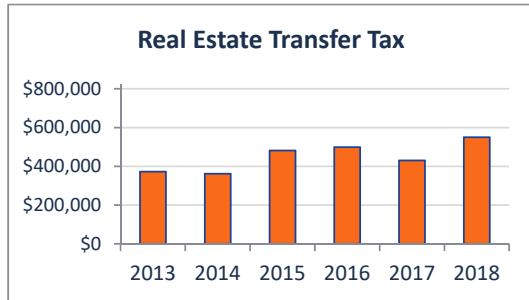
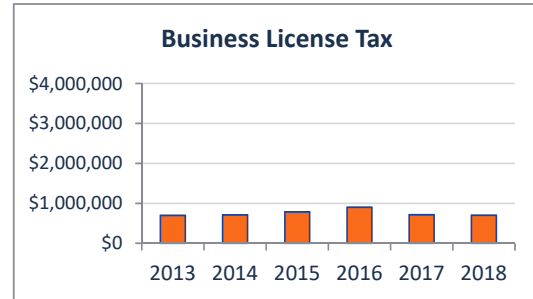
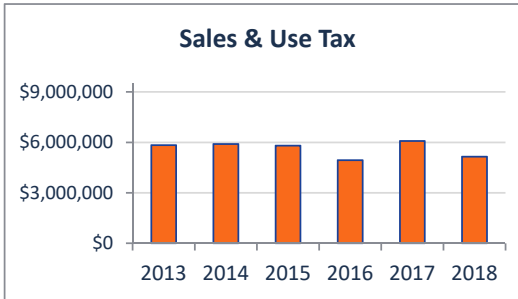
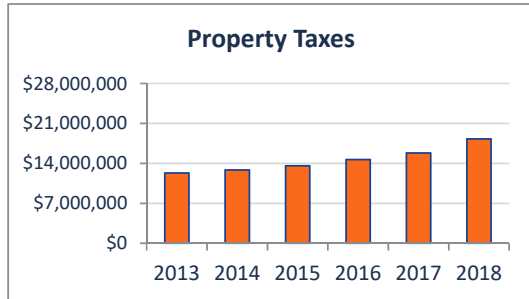
<u>Major Revenue Accounts</u>	Fund No.	Year-To-Date Actuals						FY 2018	
		2013	2014	2015	2016	2017	2018	Adj Budget	Realized
Property Taxes	100	12,312,875	12,861,957	13,572,798	14,670,198	15,830,811	18,279,421	29,511,005	61.9%
Sales & Use Tax	100	5,837,188	5,897,904	5,804,707	4,944,397	6,082,312	5,149,184	9,000,000	57.2%
Franchise Tax (a)	100	665,103	691,227	783,035	706,775	561,800	577,877	1,550,000	37.3%
Hotel Tax	100	2,217,251	2,404,423	2,524,814	2,923,146	2,972,889	2,457,529	4,526,500	54.3%
Business License Tax	100	697,487	712,411	786,585	901,779	713,176	702,670	3,600,000	19.5%
Real Estate Transfer Tax	100	372,957	362,192	481,971	499,114	430,356	550,517	600,000	91.8%
Building Permits	100	544,843	700,497	781,746	1,150,032	979,575	1,304,432	1,737,700	75.1%
Parking Citations	100	1,500,790	1,567,397	1,613,833	1,565,235	1,694,859	1,576,046	2,586,000	60.9%
Interest Earnings	100	382,706	322,788	268,119	278,287	405,250	456,219	600,000	76.0%
Marriott Hotel Rent	100	827,157	931,857	1,049,625	1,195,392	1,183,887	836,830	1,600,000	52.3%
Vehicle in Lieu	100	18,887	15,631	15,099	14,430	15,812	-	-	-
Building Plan Check Fees	100	663,186	865,371	862,311	713,924	1,148,233	1,260,684	1,400,000	90.0%
<b>Total Major Revenue Accounts</b>		<b>26,040,429</b>	<b>27,333,654</b>	<b>28,544,642</b>	<b>29,562,708</b>	<b>32,018,961</b>	<b>33,151,408</b>	<b>56,711,205</b>	<b>58.5%</b>
Over/(Under) Prior Year			1,293,224	1,210,988	1,018,067	2,456,252	1,132,447		
Percent Change From Prior Year			5.0%	4.4%	3.6%	8.3%	3.5%		
Other Revenues		7,313,311	8,091,403	8,746,301	8,278,521	9,295,431	9,905,567	14,502,443	68.3%
<b>Total General Fund Revenues</b>		<b>33,353,740</b>	<b>35,425,057</b>	<b>37,290,943</b>	<b>37,841,229</b>	<b>41,314,392</b>	<b>43,056,975</b>	<b>71,213,648</b>	<b>60.5%</b>



(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 February Year-Over-Year**

**Percent of Year  
66.7%**



(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.



**Agenda Date:** 4/3/2018

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Liza Tamura, City Clerk

Martha Alvarez, Senior Deputy City Clerk

**SUBJECT:**

Approve the Revised City Council Assignments (City Clerk Tamura).

**APPROVE**

---

**RECOMMENDATION:**

At the request of Mayor Howorth, the Revised City Council Assignments list is attached for City Council approval. The sole revision is the appointment of Mayor Howorth to the Solid Waste Ad Hoc Subcommittee, replacing Councilmember Hersman.

**FISCAL IMPLICATIONS:**

No fiscal implications are associated with the recommended action.

**DISCUSSION:**

City Council assignments to various governmental and community-related committees are the discretionary responsibility of each Mayor. Mayor Howorth is modifying the appointments to the Solid Waste Ad Hoc Subcommittee by replacing Councilmember Hersman with Mayor Howorth. Councilmember Montgomery remains on the Solid Waste Ad Hoc Subcommittee as originally appointed.

**Attachment:**

1. Revised City Council Assignments

**MANHATTAN BEACH CITY COUNCIL ASSIGNMENTS**

Reorganization of City Council - November 21, 2017

Next Reorganization - September 4, 2018

<b><u>CITY COUNCIL COMMITTEES</u></b>	<b><u>DELEGATE</u></b>	<b><u>ALTERNATE</u></b>	<b><u>ALTERNATE II</u></b>
City Council/MBUSD Ad Hoc Subcommittee	Napolitano	Hersman	
Utilities Subcommittee	Lesser	Montgomery	
Finance Subcommittee*	Hersman	Napolitano	
Senior Advisory Subcommittee	Hersman	Lesser	
Pier/Roundhouse Improvement Project	Howorth	Lesser	
Mall Subcommittee	Lesser Montgomery		
Solid Waste Ad Hoc Subcommittee	Hersman Howorth Montgomery		
<b><u>LOCAL GOVERNMENT</u></b>			
South Bay Cities Council of Government (SBCCOG)*	Hersman	Lesser	Napolitano
South Bay Regional Public Communications Authority (RCC)*	Lesser	Montgomery	Napolitano
<b><u>L.A. COUNTY GOVERNMENT</u></b>			
Independent Cities Association (ICA)	Montgomery	Napolitano	
Los Angeles County Sanitation District (LACSD)*	Mayor	Mayor Pro Tem	Hersman
Los Angeles County City Selection Committee	Mayor	Mayor Pro Tem	
Los Angeles Community Choice Energy Authority*	Mayor	Mayor Pro Tem	
<b><u>REGIONAL/STATE GOVERNMENT</u></b>			
League of California Cities	Mayor	Mayor Pro Tem	
Southern California Association of Governments (SCAG)*	Montgomery	Lesser	Napolitano
California Contract Cities Association (CCCA)	Napolitano	Montgomery	Howorth
<b><u>CIVIC ORGANIZATIONS</u></b>			
Manhattan Beach Neighborhood Watch	Hersman	Lesser	
Manhattan Beach Hometown Fair Association	Montgomery	Howorth	
Manhattan Beach Sister Cities Committee	Lesser	Hersman	
Manhattan Beach Coordinating Council	Hersman	Lesser	
Manhattan Beach Community Emergency Response Team (C.E.R.T)	Montgomery	Lesser	
<b><u>BUSINESS ORGANIZATIONS</u></b>			
Manhattan Beach Chamber of Commerce	Hersman	Montgomery	
Downtown Manhattan Beach Business & Professional Association	Howorth	Hersman	
North Manhattan Beach Business Improvement District	Napolitano	Lesser	
<b><u>LAX</u></b>			
Coastal Corridor Mobility Task Force	Lesser	Howorth	
Los Angeles World Airports LAX/Community Noise Roundtable	Lesser	Howorth	
<b><u>ADOPT A SCHOOL</u></b>			
Pacific Elementary School	Lesser		
Manhattan Beach Middle School	Howorth		
Robinson Elementary School	Napolitano		
Penekamp Elementary School	Napolitano		
Grand View Elementary School	Montgomery		
American Martyrs School	Lesser		
Meadows Elementary School	Montgomery		
Mira Costa High School	Hersman	Howorth	

\*Appointed City Councilmembers must file a form 700 Statement of Economic Interest

**Agenda Date:** 4/3/2018

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Steve S. Charelian, Interim Finance Director  
Henry Mitzner, Controller

**SUBJECT:**

Resolution No. 18-0033 Ordering Plans, Specifications, Cost Estimates and Engineer's Report for Annual Street Lighting and Landscaping Assessments (Interim Finance Director Charelian).

**ADOPT RESOLUTION NO. 18-0033**

---

**RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 18-0033 ordering the preparation of plans, specifications, cost estimates and the engineer's report for the annual renewal of the Landscaping and Lighting District for fiscal year 2018-2019, pursuant to the Landscaping and Lighting Act of 1972.

**FISCAL IMPLICATIONS:**

The assessment engineering cost for the Landscaping and Lighting District is \$7,250 and is budgeted in the Public Works department.

It is important to note that because assessments have been fixed since 1995-1996 and costs have continued to rise and exceed the revenue generated by the assessments, the Street Lighting and Landscape Fund has depleted its fund balance. As a result, the General Fund continues to subsidize the fund. The preliminary estimate for the subsidy in the current fiscal year (2017-2018) is \$199,000, and \$204,000 for the upcoming fiscal year 2018-2019. A Proposition 218 vote is required to raise the assessments (City Council reviewed the options for raising assessments but has deferred such action).

**BACKGROUND:**

The City provides for the operations and maintenance of Street Lighting and the Downtown Streetscape via the Street Lighting and Landscaping Assessment District. The District, which

was formed pursuant to the Landscaping and Lighting Act of 1972, is comprised of separate street lighting districts for the majority of the City, and the lighting and landscaping services provided for Downtown.

**DISCUSSION:**

The District must be renewed annually through a series of City Council resolutions, culminating with a public hearing. The public hearing and adoption of a final resolution are scheduled for the City Council Meeting of June 19, 2018.

In order to renew the districts, an assessment engineer must review and develop the benefit assessments for each parcel. Those assessments are based on the proposed budget for the upcoming fiscal year commencing July 1, subject to the constraints of Proposition 218. For FY 2018-2019, the preliminary total assessment is \$396,000; \$378,000 from private property owners, plus a General Fund contribution toward Streetscape of \$18,000 for the City's property in the district. Based on preliminary analysis, the annual subsidy provided by the General Fund for Street Lighting in fiscal year 2018-2019 will be approximately \$204,000. The fiscal year 2018-2019 opening fund balance of the Street Lighting Fund will be \$0- and subsidies are required to match the excess of expenditures over revenues.

The first step in this annual process is for City Council to pass a Resolution of Initiation at the April 3, 2018 City Council meeting, which authorizes the preparation of an engineer's report on the District. Then, on May 15, 2018, the engineer's report will be submitted to City Council, along with a Resolution of Intention, which authorizes proceedings for the annual levy and collection of assessments. Finally, on June 19, 2018, the public hearing will be held. At that time, City Council will be asked to adopt a resolution providing for the levy and collection of street lighting assessments for the fiscal year 2018-2019.

During fiscal year 2017-18 City Council ask staff to identify cost cutting opportunities in the street light and landscaping fund. Staff is looking to identify changes in cost cutting during 2018-2019 and 2019-2020 budget process.

**CONCLUSION:**

Staff recommends that the City Council adopt Resolution No. 18-0033 ordering the preparation of plans, specifications, cost estimates and the engineer's report for the annual renewal of the Landscaping and Lighting District for fiscal year 2018-2019 pursuant to the Landscaping and Lighting Act of 1972.

**Attachments:**

1. Resolution No. 18-0033
2. Lighting and Landscape Assessment Districts Map

**RESOLUTION NO. 18-0033**

**A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL  
INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF  
ASSESSMENTS WITHIN MANHATTAN BEACH LANDSCAPING AND  
STREET LIGHTING MAINTENANCE DISTRICT NO. 99 FOR FISCAL  
YEAR 2018-19 AND ORDERING THE PREPARATION OF AN  
ENGINEER'S REPORT PURSUANT TO THE PROVISIONS OF PART 2  
OF DIVISION 15 OF THE STREETS AND HIGHWAYS CODE**

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

Section 1. Pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"), the Manhattan Beach City Council desires to initiate proceedings for the levy and collection of an assessment against parcels of property within an existing assessment district designated "Manhattan Beach Landscaping and Street Lighting Maintenance District No. 99" (the "District"), for fiscal year 2018-19, commencing July 1, 2018, and ending June 30, 2019, to pay for the costs and expenses of the improvements described below in Section 4.

Section 2. The boundaries of the District are coterminous with the boundaries of the City of Manhattan Beach, with the exception of the area commonly known as Manhattan Village.

Section 3. Reference is made to a map on file in the office of the City Clerk and open for public inspection for a description of the exterior boundaries of the District.

Section 4. The existing improvements may be briefly described as follows: Landscaping and appurtenant facilities generally include trees shrubs, plants, turf, irrigation systems, and necessary appurtenances including curbs, hardscape, monumentation, fencing, drainage detention facilities drainage structure (including percolation wells) located in public rights-of-way, medians, parkways, and/or easements adjacent to public rights-of-way, in and along major thoroughfares and certain designated primary and secondary arterials as defined in the General Plan's Infrastructure Element. Lighting and appurtenant facilities including poles, lighting fixtures, conduits and the necessary equipment to maintain, operate, service and replace a lighting system at designated intersections, in medians, parkways and adjacent to certain public facilities in and along certain streets, rights-of-way and designated lots.

Section 5. The City Council designates Harris and Associates as the engineer (the "Engineer") for the purpose of these proceedings and hereby authorizes and directs the Engineer to prepare and file with the City Clerk a written report in connection with these proceedings in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act, which report shall contain the following:

A. Plans and specifications for the improvements, which shall indicate the class and type of improvements to be provided for each zone.

B. An estimate of the costs of the improvements for the 2018-19 fiscal year, including all of the following:

1. the total cost of the improvements, including all incidental expenses;
2. the amount of any surplus or deficit in the Improvement Fund for the District to be carried over from the 2018-19 fiscal year;
3. the amount of any contributions to be made from sources other than the assessments levied pursuant to the Act; and
4. the net amount to be assessed upon assessable lands with the District, being the total cost of the improvements, increased or decreased as the case may be, by any surplus, deficit or contributions.

C. A diagram for the District showing all of the following:

1. the exterior boundaries of the District;
2. the boundaries of any zones within the District; and
3. the lines and dimensions of each lot or parcel of land within the District.

Each lot or parcel shall be identified by a distinctive number or letter. The lines and dimensions of each lot or parcel shown on the diagram shall conform to those shown on the County Assessor's Maps for the 2018-19 fiscal year. The diagram may refer to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels, in which case those Maps shall govern for all details concerning the lines and dimensions of those lots or parcels.

D. An assessment of the estimated costs of the improvements for the 2018-19 fiscal year, which shall do all of the following:

1. state the net amount to be assessed upon assessable lands within the District;
2. describe each assessable lot or parcel of land within the District; and
3. assess the net amount upon all assessable lots or parcels of land within the District by apportioning the amount among the several lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements.

The assessment may refer to the County assessment roll for a description of the lots and parcels, in which case the roll shall govern for all details concerning the description of the lots or parcels.

**PASSED, APPROVED AND ADOPTED April 3, 2018.**

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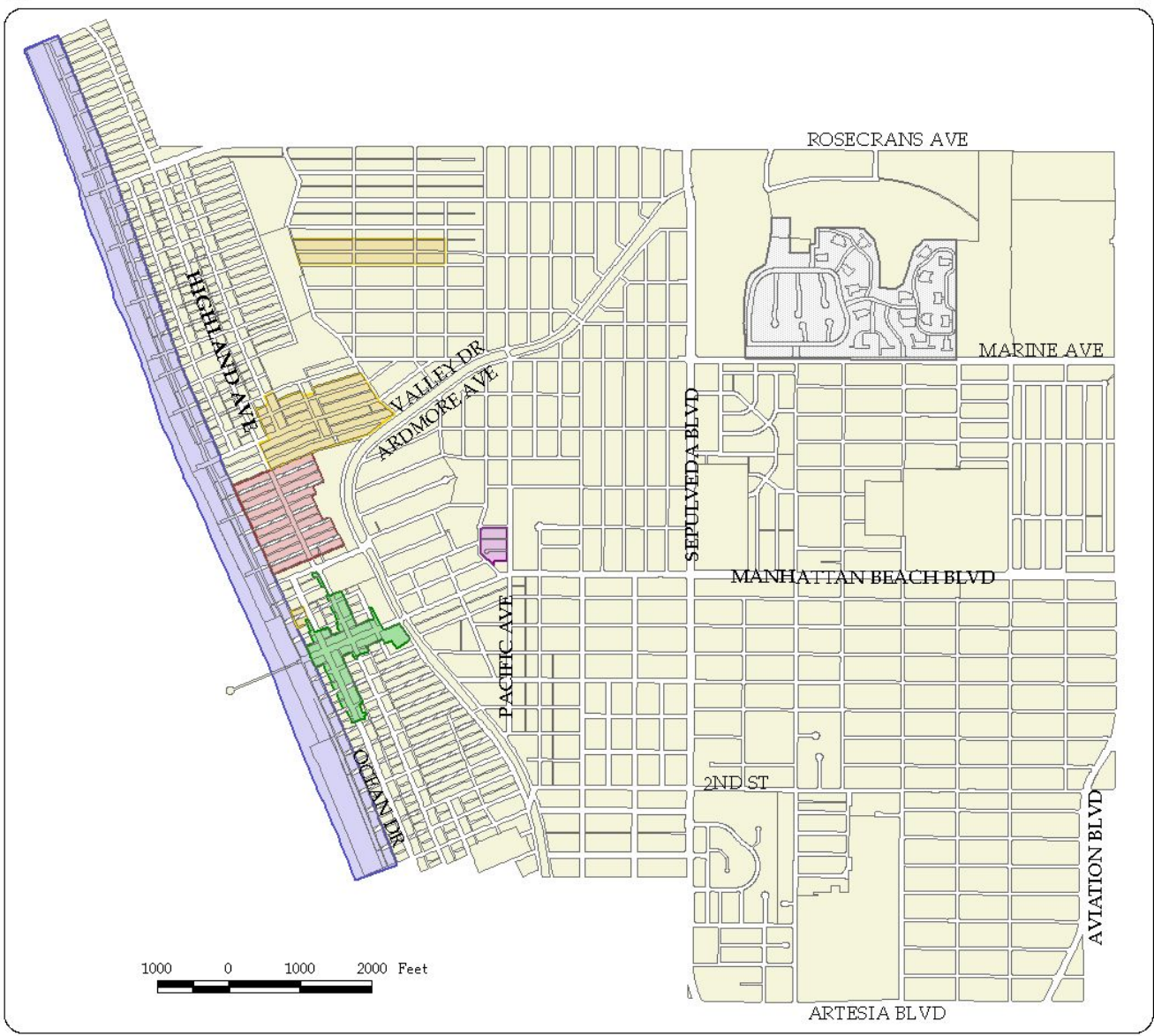
**AMY HOWORTH**  
Mayor

**ATTEST:**

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**LIZA TAMURA**  
City Clerk

# City of Manhattan Beach Lighting and Landscape Assessment Districts



August 2001

Zone	Color	Description	Total Area (Acres)
Zone 1	Light Yellow	General	2231.7
Zone 5	Yellow	Gas Lights	39.0
Zone 6	Light Blue	The Strand	127.5
Zone 7	Red	Walkway Streets	25.7
Zone 9	Purple	Arbolado Tract	2.9
Zone 10	Green	Downtown Streetscape	15.4
	Grey	Excepted	82.5





**Agenda Date:** 4/3/2018

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Steve S. Charelian, Interim Finance Director  
Cynthia F. Mickschl, Acting Revenue Manager

**SUBJECT:**

Resolution No. 18-0041 Authorizing the City Manager to Execute a Five-Year Lease with the United States Postal Service (Interim Finance Director Charelian).

**ADOPT RESOLUTION NO. 18-0041**

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**RECOMMENDATION:**

Staff recommends that City Council adopt Resolution No. 18-0041 (Attachment 1) authorizing the City Manager to execute a five-year lease with the United States Postal Service (USPS) for the property located at 425 15th Street Suite C, Manhattan Beach.

**FISCAL IMPLICATIONS:**

The existing lease with the United States Postal Service provides the City with rent revenue of \$42,800 per year for approximately 1,900 square feet of floor space (\$1.88/ft<sup>2</sup>); the proposed lease will increase the annual rent to \$53,000 during the initial five-year term (\$2.32/ft<sup>2</sup>) and then to \$58,300 (\$2.55/ft<sup>2</sup>) during the extension period.

The City will be required to pay a onetime broker fee of 3% to CBRE, the real estate broker used by USPS to facilitate the process, in the amount of \$7,635 under a separate agreement.

**BACKGROUND:**

The City of Manhattan Beach has leased the property located at 425 15th Street, Suite C to the United States Postal Service since 1978. The original lease was renewed at the end of the term in 2008. That lease has now reached the end of its fifth extension and expired on March 31, 2018.

**DISCUSSION:**

The USPS presented the City with a new lease agreement for a five-year period (2018-2023) and included an option to extend an additional five years (2028). City staff and City attorney have reviewed the lease (Attachment 2).

Originally, the proposed lease included a section allowing the USPS to sub-lease the property without City approval, as well as a stipulation that the City perform painting of the interior/exterior areas throughout the lease term. Each of these items was removed from the agreement based on staff recommendation. An “opt-out” clause, which allows either party to exit the agreement with 180 days written notice in the second option year, was added to the original lease agreement. Prior leases did not include such a clause.

Staff recommends that the City Council adopt Resolution No. 18-0041 authorizing the City Manager to execute a five-year lease with the United States Postal Service (USPS) for the property located at 425 15th Street Suite C, Manhattan Beach.

**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 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 attached lease and determined that no additional legal analysis is necessary.

**Attachments:**

1. Resolution No. 18-0041
2. Lease Contract

RESOLUTION NO. 18-0041

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN MANHATTAN BEACH AND THE UNITED STATES POSTAL SERVICE ("USPS" OR "POSTAL SERVICE") GRANTING LEASE OF PREMISES LOCATED AT 425 15<sup>TH</sup> ST, SUITE C, MANHATTAN BEACH, CA 90266

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Lease Agreement between the City and the United States Postal Service dated April 01, 2018.

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 April 3, 2018.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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AMY HOWORTH  
Mayor

ATTEST:

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LIZA TAMURA  
City Clerk



## Lease

MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993



# Lease (Single-Tenant Form)

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

This Lease, by and between CITY OF MANHATTAN BEACH, A CALIFORNIA CORPORATION, ("**Landlord**") and the United States Postal Service ("**USPS**" or "**Postal Service**"), is made as of the Effective Date. The "**Effective Date**" shall mean the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. PREMISES: Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") having a street address of 425 15TH ST STE C, MANHATTAN BEACH, CA 90266-9993 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of 4179-001-900 and legally described in **Exhibit A** attached hereto and by this reference incorporated herein (the "**Property**"). The Premises consists of approximately 1,900 square feet of net interior space and additional space, if any, as shown on Exhibit C and incorporated herein by this reference.

The Postal Service shall have the right to use any and all appurtenances and easements benefiting the Premises and the Property, including sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, and parking areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon the sidewalks and parking areas of the Property which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

2. TERM: The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall begin on April 01, 2018 ("**Commencement Date**") and end on March 31, 2023, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."

3. RENT: The Postal Service will pay Landlord an annual rent of: \$53,000.00 ("**Rent**"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:  
CITY OF MANHATTAN BEACH  
1400 HIGHLAND AVE  
MANHATTAN BEACH, CA 90266-4728

4. RENEWAL OPTIONS: The Postal Service shall have the right to the following renewal options:

Period		Annual Rent
04/01/2023	03/31/2028	\$58,300.00

provided that notice of exercise of each such renewal option is sent in writing, to the Landlord at least 30 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein. See Addendum #7



## Lease (Single-Tenant Form)

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

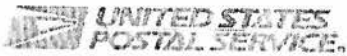
5. OTHER PROVISIONS: When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Real Estate Conflict of Interest Certification
- Addendum
- Maintenance Rider Landlord Responsibility
- Utilities, Service, & Equipment Rider
- Subordination, Non-Disturbance and Attornment Agreement

6. TERMINATION: There shall be no early termination rights, except as otherwise provided in this Lease.

See Addendum #8

[Signature Page Follows]



Signature Page

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

LANDLORD

Name: \_\_\_\_\_  
Witness \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_  
Witness \_\_\_\_\_

Date: \_\_\_\_\_

Provide for Execution by Witnesses above or Notary below

State of \_\_\_\_\_

APPROVED BY FINANCE DEPARTMENT:

County of \_\_\_\_\_

By: 

Steve S. Charellan  
Interim Finance Director  
and State aforesaid, certify that


I, the undersigned Notary Public of the County of \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

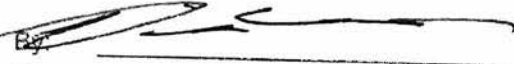
(Affix Seal)

\_\_\_\_\_  
Notary Public

Notary's Printed or Typed Name

APPROVED AS TO FORM:  
By:   
City Attorney

POSTAL SERVICE

By: 

Name: DIANA ALVARADO

Title: Contracting Officer

Date: 3-7-18



Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

Instructions for Execution and Providing Supporting Documentation for Types of Landlord Entities

Individual, Administrator, or Trustee

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the Landlord is married, the spouse of the Landlord must also execute the Lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.
- c. Where the Landlord is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.

Partnership

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the Landlord is married, the husband or wife of the Landlord must also execute the Lease. The Landlord must submit adequate evidence of title.
- b. If the Landlord is a general partnership, each member must sign.
- c. If the Landlord is a limited partnership, all general partners must sign.

Corporation

- a. Where the Landlord is a corporation, leases and lease agreements entered into must have the corporate seal affixed, or in place thereof, the statement that the corporation has no seal.
- b. Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, the Lease must be accompanied by documentary evidence affirming the authority of the signatory, to execute the Lease to bind the corporation, municipal corporation, non-profit organization, or fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers who are authorized to sign the Lease must appear in the document.

Limited Liability Company (LLC)

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is an "LLC", the Lease must be accompanied by documentary evidence affirming the authority of the signatory, to execute the Lease to bind the "LLC", for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the "LLC", including, without limitation, the certificate of formation and limited liability company agreement.. Such documentary evidence, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers or members or agents who are authorized to sign the Lease must appear in the document.



Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

#### Limited Liability Partnership (LLP)

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is a Limited Liability Partnership, the Lease must be accompanied by documentary evidence affirming the authority of the signatory, to execute the Lease to bind the Limited Liability Partnership for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the limited liability partnership, including, without limitation, the certificate of formation and limited liability partnership agreement. Such documentary evidence, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers or members or agents who are authorized to sign the Lease must appear in the document.

#### Trust

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.
- c. Where the Landlord is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.



# Real Estate Conflict of Interest Certification

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Licensor/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, \_\_\_\_\_ hereby certify to the Postal Service as follows:  
[PRINT: name of potential Landlord/Licensor/Supplier/Contractor]

A. (Check all that apply) I am:

- (i) \_\_\_ A Postal Service employee;
- (ii) \_\_\_ The spouse of a Postal Service employee;
- (iii) \_\_\_ A family member of a Postal Service employee; (Relationship) \_\_\_\_\_
- (iv) \_\_\_ An individual residing in the same household as a Postal Service employee;
- (v) \_\_\_ I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing or licensing space or intending to lease or license space to the Postal Service; OR
- (vi) \_\_\_ None of the above.

B. (Complete as applicable):

- i. I have the following job with the Postal Service:  
(Title)\_\_\_\_\_ (Location)\_\_\_\_\_
- ii. My spouse who works for the Postal Service holds the following job:  
(Title)\_\_\_\_\_ (Location)\_\_\_\_\_
- iii. My family member who works for the Postal Service holds the following job:  
(Title)\_\_\_\_\_ (Location)\_\_\_\_\_
- iv. My household member who works for the Postal Service holds the following job:  
(Title)\_\_\_\_\_ (Location)\_\_\_\_\_

C. If you have checked "none of the above" and during the lease or license term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.

D. The person signing this certification has full power of authority to bind the potential Landlord/Supplier/Contractor named above.



## Real Estate Conflict of Interest Certification

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_  
[Insert Signature]

BY: \_\_\_\_\_  
[PRINT: name of entity or person]

Title: \_\_\_\_\_  
[Insert title]

**[INTERNAL USE ONLY:** 1) If A(vi) 'none of the above' is selected, stop, file form with the lease/license. 2) If other items are selected, submit form to [Ethics.help@usps.gov](mailto:Ethics.help@usps.gov). File form and Ethics determination with the lease/license.]

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

**Exhibit A**

[Legal Description of Property]

425 Fifteenth Street, Manhattan Beach, California, legally described as follows:

Those portions of lots nos. 17 through 21 and 33 through 37 of Tract no. 2541 as well as a vacated portion of 15th Place, 19.75 feet in width, all as recorded in Map Book 24, Page 86 of the records of the Los Angeles County Recorder and more specifically described as follows:

Beginning at the southwesterly corner of Lot No. 33 of said Tract No. 2541 thence northerly along the westerly line of said Lot No. 33 and its northerly prolongation a distance of 141.50 feet to a point on the westerly line of Lot No. 17; thence north 65° 34' East a distance of 141.07 feet to a point; thence southerly along a line parallel to said westerly line of said lot no. 33 a distance of 141.50 feet to the northerly line of 15th Street; thence westerly along said northerly line to the point of beginning, the southwesterly corner of said lot no. 33.

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
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**Exhibit B**

Parking Area  
(If Applicable)

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

**Exhibit C**

<b>Area</b>	<b>Sq ft</b>	<b>Common/Joint Use Area</b>	<b>Sq ft</b>
Rentable SF:	1,900	Joint-use/Interior:	15,470
Total USPS Leased SF:	1,900		
Exterior, Total Site:	2,588		
Exterior, Platform and Ramp:	48		
Exterior Parking:	640		

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

If there is any conflict or ambiguity between any items of the Lease or this Addendum, the terms of this Addendum shall control.

7. Section 4. RENEWAL OPTIONS: The following language shall be deleted from this section: "...and each renewal term." In the second sentence, "any" shall be replaced with "the".

8. Section 6. TERMINATION OPTION, shall be revised to the following:  
Both the Landlord and the Postal Service shall have the right to terminate the Lease after year two of the Renewal Option Term only by giving 180 days' prior written notice to the other party.

9. TENANT REP BROKERAGE COMMISSIONS:  
Upon execution of the Lease, the Landlord shall pay a leasing commission to CBRE equal to \$7,635.00, pursuant to a separate written agreement between Landlord and CBRE. Payment shall be made by Landlord in accordance with the terms of that agreement.

10. General Conditions to USPS Lease, Section 3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE: This section shall be deleted in its entirety.

11. General Conditions to USPS Lease, Section 5. DAMAGE AND DESTRUCTION, b. Time to Repair, (ii): The second sentence shall be revised to the following:  
"If the Postal Service gives such notice that the Premises is untenable, Landlord shall submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of applications for necessary building permits and/or other required governmental approvals (as applicable) for the repair, as soon as reasonably possible (but no earlier than 90 days), after the date of the Casualty, and shall complete the repair within 270 days after the date of the Casualty."

12. General Conditions to USPS Lease, Section 6. INSURANCE, b. Landlord's Insurance: The following language shall be added to the end of the first sentence: "...however, Landlord may elect to self-insure (or maintain a combination of insurance and self-insurance) any of the applicable risks."

13. General Conditions to USPS Lease, Section 8. DEFAULTS, b. Defaults by Landlord; Remedies: The following language shall be removed from this section: "...and completes such cure not later than 60 days from the date of the Postal Service's initial written notice to Landlord;"

14. General Conditions to USPS Lease, Section 10. GENERAL, d. Subordination, Non-Disturbance and Attornment Agreement: The following language shall be added to the last sentence of this section: "...and in such event, the Postal Service will duly execute and return it."

15. General Conditions to USPS Lease, Section 10. GENERAL, k. Landlord's Access: The first sentence shall be revised to the following: "Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice except that oral notice, as addressed below, shall apply in emergencies for the purpose of performing maintenance or repairs that are the responsibility of Landlord under this Lease."

16. Maintenance Rider Landlord Responsibility, Section 1: The words "arising directly" and "negligence" shall be deleted from this section.

17. Maintenance Rider Landlord Responsibility, Section 1, b: The phrase "the negligence of" and "directly" shall be deleted from this section.

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
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County: Los Angeles  
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18. Maintenance Rider Landlord Responsibility, Section 1, g.: This section shall be deleted in its entirety.





## General Conditions to USPS Lease

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

### 1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy and obtain all necessary building permits, certificates of occupancy, and similar related items at no cost to the Postal Service. The Postal Service agrees (i) to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service, and (ii) when the Postal Service or one of its contractors (other than Landlord) is performing work at the Premises, the Postal Service will be responsible for obtaining applicable permits and related items and to pay the associated costs. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

### 2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns and holds fee title in and to the Building, the Premises and the Property; (ii) there are no encumbrances, liens, agreements, covenants in effect that would materially interfere with the Postal Service's ability to operate its operations, materially impair the Postal Service's rights under this Lease, or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property. The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Property.

b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service under it may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and
2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;
2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and



## General Conditions to USPS Lease

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

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3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease and Landlord shall deliver notice of such assignment or transfer and a copy of the effective instrument of transfer to the Postal Service within 15 days after the date of transfer. In addition, both the original Landlord and the successor landlord shall execute the standard Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form to be provided by the Postal Service within 15 days after receipt of such form from the Postal Service. If due to the death or dissolution of the original Landlord preventing the execution and delivery of the Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption form, the Postal Service may reasonably request such other documentation to evidence the transfer and ownership by the successor landlord, including but not limited to, a W-9 and an agreement to indemnify and hold harmless the Postal Service with respect to any claims by other parties of ownership interest in the Premises or entitlement to the Rent. The Postal Service shall be entitled to continue to pay rent and give all notices to Landlord until it has received the foregoing from Landlord. Landlord shall deliver all such funds in which the Postal Service has an interest to Landlord's successor or assignee. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease as required hereunder, Landlord shall be released from all liability toward the Postal Service arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer, and the Postal Service shall be free to exercise any and all remedies for a Landlord default against either the Landlord or a successor landlord, at the election of the Postal Service. Notwithstanding anything to the contrary contained herein, in the case of new leased space projects, this Lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

### 3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

~~The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 10 business days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable. See Addendum #10~~

### 4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags or signs in or upon the Premises or common areas; which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term or any renewal term, subject to the provisions of Section 4b below.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. Except as provided to the contrary in the immediately preceding sentence, the Postal Service shall not be responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the



## General Conditions to USPS Lease

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
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Lease: Q90000517055

Lease, remove any or all of the alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

### 5. DAMAGE AND DESTRUCTION

a. **Obligation to Repair.** If all or any portion of the Premises, parking areas, or any common areas of the Property providing access to the Premises or access to the parking areas are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or other similar casualty (each, a "**Casualty**"), Landlord shall, subject to the provisions of this Section, promptly commence and diligently pursue to completion the repair of such damage so that the Premises and the parking areas, or any common areas of the Property providing access to the Premises or access to the parking areas are restored to a condition of similar quality, character and utility for the Postal Service's purposes and to the Postal Service's reasonable satisfaction. Landlord shall not be responsible for (i) repairing or restoring the Premises to the extent the Casualty in question results from the negligent act, omission or negligence of the Postal Service or its employees (in which event that portion of the costs of repairs for damage directly caused by the negligence of the Postal Service shall be the responsibility of the Postal Service), (ii) repairing or restoring any improvements, alterations, or additions installed by the Postal Service, or (iii) any furniture fixtures, equipment, or other personal property of the Postal Service.

#### b. Time Period to Repair.

(i) If the damage from the Casualty is such that the Postal Service reasonably determines the Premises is tenantable (i.e. suitable for the Postal Service's use and occupancy in the then ordinary course of its business being conducted on the date of the Casualty), the Postal Service shall so notify Landlord not later than 3 days following the Casualty. Landlord shall submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of applications for necessary building permits and/or other required governmental approvals (as applicable) for the repair, within 30 days after the date of the Casualty, and shall complete the repair to the reasonable satisfaction of the Postal Service within 90 days after the date of the Casualty. Nothing stated herein is intended to relieve Landlord of its continuing obligations under this Lease, including, without limitation, Landlord's obligations to comply with law and for maintenance under this Lease.

(ii) If the damage from the Casualty is such that the Postal Service reasonably determines the Premises is untenable (i.e., not suitable for the Postal Service's use and occupancy in the then ordinary course of its business being conducted on the date of the Casualty), the Postal Service shall so notify Landlord not later than 3 days following the Casualty. If the Postal Service gives such notice that the Premises is untenable, Landlord shall submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of applications for necessary building permits and/or other required governmental approvals (as applicable) for the repair, within 90 days after the date of the Casualty, and shall complete the repair within 270 days after the date of the Casualty. Nothing stated herein is intended to relieve Landlord of its continuing obligations under this Lease, including, without limitation, Landlord's obligations to comply with law and for maintenance under this Lease so that the Premises, if tenantable following the Casualty, remain tenantable. See Addendum #11

c. **Postal Service's Remedies.** If Landlord fails to meet any of the deadlines set forth in subsection b(i) or (ii), as applicable, then the Postal Service may (i) perform the repair (by contract or otherwise) and recover the cost plus a reasonable administrative cost and/or interest, by offsetting Rent and other payments and reimbursements due or

Facility Name/Location  
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County: Los Angeles  
Lease: Q90000517055

to become due to Landlord under this Lease and/or any other lease with Landlord, or (ii) terminate the Lease upon 30 day's prior written notice with a termination date effective as of the date of such Casualty.

**d. Abatement of Rent.** Rent and all other payments and reimbursements due or to become due to Landlord under this Lease shall abate, in whole or in part, commencing on the date the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas or access thereto are untenantable or unfit for the Postal Service's use or occupancy and continuing until the Premises, common areas providing access to the Premises or parking areas are once again tenantable or fit for the Postal Service's use or occupancy, as applicable. The Rent and all other payments and reimbursements due or to become due to Landlord under this Lease shall abate from time to time in proportion to the part or parts of the Premises not reasonably capable of such use and occupancy or the degree to which access to the Premises or parking for the Premises is reduced. The Postal Service shall attempt to continue the operation of its business on the Premises following a Casualty to the extent reasonably practicable consistent with life safety and good business practices. No exercise by the Postal Service of its right to rent abatement as stated above is intended to extend the time periods for producing the contracts for repair and for the completion of construction when the Premises are deemed to be tenantable or untenantable by the Postal Service as described hereinabove. By way of example, and not in limitation, in the event that a Casualty occurs and the damage from the Casualty is such that the Postal Service reasonably determines that a portion of the Premises is suitable for the Postal Service's use and occupancy in the then ordinary course of its business, then while rent will abate for the untenantable portion as described above, the Landlord shall remain obligated to submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of building permits, if applicable, for the repair, within 30 days after the date of the Casualty, and complete the repair to the reasonable satisfaction of the Postal Service within 90 days after the date of the Casualty.

## **6. INSURANCE**

**a. Postal Service's Insurance.** Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers' Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees' Compensation Act ("FECA"), 5 U.S.C. §§8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the Premises in accordance with the terms of this Lease to a non-governmental entity, Landlord has the right to impose its reasonable insurance requirements on the assignee and/or subtenant which are based on the assignee's and/or subtenant's proposed use of the Premises including the requirement that the assignee and/o or subtenant reimburse Landlord for any increase in insurance premiums incurred by Landlord as a result of the assignee and/or subtenant's proposed use for the balance of the Term and any extensions, all as a condition of the assignment or sublease.

**b. Landlord's Insurance.** Landlord shall, at its own expense, obtain and keep in full force and effect, the following insurance from an insurance company with a Best's rating of at least A and a Best's financial performance rating of at least 7. The insurance required to be carried by Landlord under this Section shall be referred to herein as "Landlord's Insurance." Upon request, Landlord shall provide the Postal Service with a copy of the certificate of insurance and premium bill evidencing Landlord's Insurance, together with the appropriate form stating Landlord's insurance policy(ies) has been endorsed.

See Addendum #12

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(i) **Liability Insurance.** Bodily injury, personal injury and property damage insurance, naming the Postal Service as an additional insured, insuring against claims of bodily injury or death, personal injury or property damage, arising out of or in connection with Landlord's acts or omission upon, in or about the Property, with an each occurrence limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000. Landlord's Insurance shall be primary with respect to any claim covered under such insurance and arising out of events that occur outside the Premises. Landlord shall have the right, but not the obligation, to increase the amounts or limits of insurance to such amounts as Landlord deems reasonably necessary. Landlord may, at Landlord's option, carry insurance required under this Section under an umbrella policy or policies for coverage amounts exceeding \$1,000,000, provided that such umbrella policy or policies otherwise comply with the requirements of this Section.

(ii) **Property Insurance.** Insurance covering loss or damage to the Premises and the Property by reason of fire (extended coverage) and those perils included within the classification of "Special Form Causes of Loss" insurance (with other appropriate endorsements), which insurance shall be in the amount of at least 90% of the full replacement value of the Premises (exclusive of excavation, footings, and foundations) as determined by insurance company appraisers or Landlord's insurance broker.

(iii) **Flood, Earthquake, and Tornado Insurance.** Insurance covering loss or damage to the Premises and the Property by reason of flood, earthquake, or tornado, which insurance shall be in the amount in line with insurance carried by comparable property owners of comparable properties within the vicinity of the Property.

## 7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

a. **Definitions.** As used in this Lease, the following terms have the following meanings:

**"Environmental Laws"** mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

**"Hazardous Materials"** mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

**"Environmental Contamination"** means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.



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**"Asbestos-Containing Material"** (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

**b. Landlord Disclosure.** The Landlord shall disclose in writing to the Postal Service with regards to the Property: (i) the known presence of Environmental Contamination; (ii) the known presence, location and quantity of all ACM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACM; and (iii) any known information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems.

**c. Landlord Certification.** By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures per paragraph 7.B, the Property is (i) free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the premises or property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Law regarding the Property or its vicinity defined herein, subsequent to Lease commencement, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

#### **d. Environmental Condition of the Premises.**

(i) Unless due to the negligence of the Postal Service, if after the Lease Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, Landlord agrees to remediate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval by the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay a portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service.

(ii) If non-friable ACM is subsequently found in or on the Property or the Building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey of the premises pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If friable ACM is subsequently found in or on the Property or the Building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees at Landlord's sole expense, to remove and/or abate the friable ACM.

(iii) In performance of any work under this Clause, Landlord and Landlord's agents, contractors, and consultants ("**Landlord's Agents**") shall provide all information and data obtained, generated or learned as a result the work, including all verified lab data and all consultant reports, studies and analysis to Postal Service as soon as they become available, but no later than the 7 business days after receipt. In addition, if requested by Postal Service, Landlord and Landlord's Agents shall promptly make available to Postal Service access to all raw data, whether or not verified. Landlord also shall provide Postal Service with copies of all correspondence, information and documents submitted by or received by Landlord or Landlord's Agents from any third party or any governmental authority relating to the work promptly upon its receipt and/or submission by Landlord or Landlord's Agents. Postal Service shall be permitted to have representatives present during all work, and Landlord and Landlord's Agents



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shall provide to Postal Service samples, copies of the results of on-site testing and visual inspections, and access at all reasonable times to all samples and tests taken or conducted. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control; (2) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (3) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iv) If the Landlord fails to remove, or otherwise respond to in accordance with Environmental Law, any friable asbestos materials or Environmental Contamination, or fails to complete an AHERA asbestos survey and O&M plan with such diligence as will ensure its completion within the time specified in Postal Service notice to Landlord (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, as provided in the Maintenance Rider, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus administrative costs and/or interest, from rent payments due or to become due or to become due under this Lease (or from other amounts owed to Landlord by the Postal Service or federal government). Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable or unavailable to it by reason of such condition. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service Contracting Officer determines that the premises are untenantable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

**e. Landlord Indemnification of Postal Service.** Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this Clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of the Environmental Contamination caused directly by the negligence of the Postal Service.

**f. Rights to Contribution.** Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

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## 8. DEFAULTS

a. **Default by Postal Service.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by the Postal Service:

- (i) The failure by the Postal Service to make any payment of Rent or any other payment required to be made by the Postal Service under this Lease, as and when due, where such failure shall continue for a period of 30 days after Landlord notifies the Postal Service in writing of such failure; or
- (ii) The failure by the Postal Service to observe or perform any of the provisions of this Lease to be observed or performed by the Postal Service, other than the payment of sums due hereunder, where such failure shall continue for a period of 30 days after written notice thereof from Landlord to the Postal Service; provided, however, that if the nature of the Postal Service's default is such that more than 30 days are reasonably required for its cure, then the Postal Service shall not be deemed to be in default if the Postal Service commences such cure within such 30 day period and thereafter diligently pursues such cure to completion.

b. **Default by Landlord; Remedies.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord: (i) Landlord's failure to observe or perform any of the provisions of this Lease required to be observed or performed by Landlord, where such failure is not cured to the full satisfaction of the Postal Service within 30 days after written notice by the Postal Service to Landlord of said failure; provided, however, that if the nature of Landlord's default does not have a materially adverse impact upon the Postal Service's operations in the Premises (as reasonably determined by the Postal Service) and is such that more than 30 days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within such 30 days, ~~thereafter diligently pursues such cure to completion, and completes such cure not later than 60 days from the date of the Postal Service's initial written notice to Landlord;~~ or (ii) if any representation or warranty made by Landlord was false in any material respect when given or deemed given hereunder. In the event of a default by Landlord, the Postal Service, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (a) to remedy such default or breach and deduct the costs thereof from the Rent next falling due; (b) to proportionately abate the Rent for any period the Premises, or any part thereof, are reasonably determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such default or breach; (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under the Lease; provided, however, that the Postal Service shall not seek or demand any consequential, punitive or special damages arising from Landlord's default; and (d) to terminate the Lease. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate the Postal Service to perform Landlord's repair obligations under this Lease. The notice and cure provisions in this Paragraph (b) are for general defaults by Landlord not otherwise expressly addressed in other sections of this Lease, and therefore, to the extent of any conflict between the provisions of other sections of this Lease and this Paragraph (b), the provisions of other sections of this Lease shall govern. See Addendum #13

c. **Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right,





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defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

### 9. CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "**Act**").

b. Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

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g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

k. In the event of an alleged Postal Service default where the Postal Service has vacated the Premises, Landlord shall in all events have an affirmative obligation to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any workletter or other rider or attachment to this Lease.

## 10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord.

b. **Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

c. **Recording.** Not Applicable

d. **Subordination, Non-Disturbance and Attornment Agreement.** If there is now or will be a mortgage on the property which is or will be recorded prior to the Effective Date, the Landlord must notify the Postal Service of the facts concerning such mortgage. This Lease will be subject and subordinate to the lien of all existing mortgages or deeds to secure debt encumbering the property, provided that Landlord has obtained from such holder of any existing mortgage a Subordination, Non-Disturbance and Attornment Agreement in the form attached hereto. See Addendum #14

e. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.



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f. **Interpretation.** Section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

g. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that the Postal Service's employees at the Premises do not have authority to modify the Lease or to waive the Postal Service's rights hereunder.

h. **Waivers.** No waiver by the Postal Service or Landlord of any provision hereof shall be deemed a waiver of any other provision hereof and no waiver of any breach hereunder by Postal Service or Landlord shall be deemed a waiver of any subsequent breach by the Postal Service or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or the Postal Service by the person to whom notices are to be addressed.

i. **Holding Over.** If the Postal Service remains in possession of the Premises or any part thereof after the expiration of the term, with or without the written consent of Landlord, such occupancy shall be on all the terms of this Lease with the exception that the Postal Service will continue to pay either the last rental rate in effect prior to the expiration or termination of the Lease or the fair market value (as determined by the Postal Service in its sole, but reasonable, discretion) of the leasehold, whichever is higher. If the parties agree to and execute a new lease or a lease extension, the rent paid during the holdover period will be adjusted to reflect the rate negotiated by the parties for the new lease or lease extension, and the difference, if any, will be paid to Landlord along with the new rent for the new lease or lease extension, or credited to the Postal Service, if applicable. The Postal Service may terminate the Lease during the holdover period upon 60 days' prior written notice to Landlord without any liability hereunder to Landlord. Failure by the Postal Service to deliver keys to the Premises to Landlord or to remove its personal property therefrom at the end of the Lease term shall not be construed as an act of holdover by the Postal Service.

j. **Successors and Assigns.** Subject to the provisions of this Lease, this Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns.

k. **Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing maintenance or repairs that are the responsibility of Landlord under this Lease. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth below. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any repair or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to materially or unreasonably affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises. In the event of substantial, material or unreasonable interference, the Rent and other payments and



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reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6 months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its business operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move.

See Addendum #15

**l. Calendar Days.** All references herein to "days" shall mean calendar days unless specified to the contrary.

**m. Counterparts.** This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is a digitally encrypted signature, then such digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory.

**n. Notices.** Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (iii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time. Notices to the Postal Service shall also include the identification of the facility name and location in such notices. Notices given hereunder shall be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).

To Landlord at: CITY OF MANHATTAN BEACH  
A CALIFORNIA CORP, 1400 HIGHLAND AVE, MANHATTAN BEACH, CA 90266-4728

With a copy to: \_\_\_\_\_  
\_\_\_\_\_

To the Postal Service at: Contracting Officer  
1300 EVANS AVENUE, SAN FRANCISCO, CA 94188-8200

With a copy to: Postmaster/Installation Head  
425 15TH ST STE C, MANHATTAN BEACH, CA 90266-9993

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord

**o. Prompt Payment Act.** The provisions of the Prompt Payment Act, 31 U.S.C. § 3901 shall apply to all Postal Service payment obligations under this Lease, including any interest or penalties for late payments.



## General Conditions to USPS Lease

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

p. **Payment Offsets.** As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments owed to Landlord from the Postal Service under this Lease are subject to offset in whole or in part to for the Landlord's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments.

q. **Real Estate Conflict of Interest Certification.** As condition to the effectiveness of this Lease, Landlord shall complete and return the "Real Estate Conflict of Interest" form attached to this Lease at the time of Landlord's execution and delivery of this Lease. If Landlord's certification in such form is false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided therein, then the Postal Service may (i) withhold rent and all other payments and reimbursements until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief. The Postal Service may exercise any or all of the foregoing remedies.

### 11. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

### 12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching [www.usps.com](http://www.usps.com).

Clause 1-5, Gratuities or Gifts (March 2006)

Clause 1-6, Contingent Fees (March 2006)

Clause 9-3, Davis-Bacon Act (March 2006)<sup>1</sup>

Clause 9-7, Equal Opportunity (March 2006)<sup>2</sup>

Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)<sup>3</sup>

Clause 9-14, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (February 2010)<sup>4</sup>

Clause B-25, Advertising of Contract Awards (February 2013)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

<sup>1</sup> For premises with net interior space in excess of 6,500 SF.

<sup>2</sup> For leases aggregating payments of \$10,000 or more.

<sup>3</sup> For leases aggregating payments of \$10,000 or more.

<sup>4</sup> For leases aggregating payments of \$25,000 or more.



## Maintenance Rider Landlord Responsibility

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

1. Landlord shall, except as otherwise specified herein and except for damage resulting from, and to the extent of, the negligence of the Postal Service agents or employees (which portion of the damage arising directly from Postal Service agent or employee negligence shall be the responsibility of the Postal Service), maintain the Premises, including the building and any and all equipment, fixtures, systems, common facilities and appurtenances (including but not limited to parking lots, driveways, sidewalks and fencing), whether severable or non-severable, furnished by Landlord under this Lease, in good repair and tenantable condition consistent with standards of comparable buildings and/or projects located in the vicinity of the Property. Landlord's duties under this Rider shall include repair and replacement, as necessary, and includes without limitation:  
See Addendum #16
  - a. Landlord is responsible for inspection, prevention and eradication of vermin, birds, insects, including, without limitation, termites and any other wood-eating insects and for repairs of any damage resulting therefrom.
  - b. Landlord is responsible to repair damages resulting from Acts of God; acts of public enemy, riot or insurrection; and vandalism and damages resulting from fire or other casualty (except to the extent such damages were caused due to the negligence of the Postal Service agents or employees in which case the Postal Service shall be responsible for the portion of repairs caused directly by its negligence).  
See Addendum #17
  - c. Any heating system and air conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation; such system and equipment must be capable of cooling the Premises to 68 degrees Fahrenheit (68°F) and heating the Premises to 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times. In addition, such system and equipment must provide heat to a minimum of 68 degrees Fahrenheit (68°F) and cooling to a maximum of 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons. Landlord shall be responsible for maintaining and servicing of the heating system and air-conditioning equipment, including, refrigerant and filters per manufacturer's recommendation as required for proper operation of the equipment and for replacing the same at the end of its useful life or earlier. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system as set forth in the USE Rider, any investigative and remediation cost associated with a release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused due to the negligence of the Postal Service agents or employees, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's agents' or employees' negligence.
  - d. Boilers (heating and hot water supply) and unfired pressure vessels provided by Landlord as part of the Premises shall be maintained and, if necessary, replaced by the Landlord in accordance with ASME Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Vessel Code, must be provided by



## Maintenance Rider Landlord Responsibility

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

- e. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation.
- f. Whether public or private water or sewer systems are provided, said systems (including potable water) must be properly sized for the facility and be maintained in good working order at all times during the term and replaced by Landlord as necessary to ensure that the same remain in good working order as aforesaid, including any inspections that may be required.
- g. ~~Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the Lease term, unless painted within 60 months prior to the Commencement Date, and at least once every five (5) years during the continuance of the Lease term unless required more often because of damage from fire or other casualty. Landlord is required to apply only one coat of paint. If additional coats are required by the Postal Service, the Postal Service will be responsible for cost of additional coats of paint, including application costs. Landlord shall coordinate the painting schedule in advance with the Postal Service's on-site facility manager. The Postal Service will be responsible for moving furniture and equipment away from walls as required, provided that Landlord gives the Postal Service at least 60 days prior notice of the need to do so, and provided that Landlord shall not conduct any type of painting (interior or exterior) during the period beginning October 1 and ending January 30 during the Lease term.~~  
See Addendum #18
- h. Any elevators, escalators and/or dumbwaiters provided by the Landlord as part of the Premises shall be maintained in good working order throughout the term, and, if necessary to ensure that the same remain in good working order and in proper operation, replaced by the Landlord in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes.
- i. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment (ESS), Closed Circuit Television (CCTV), Very Small Aperture Terminal (VSAT), Criminal Investigation System (CIS), Intrusion Detection System (IDS), etc., installed by Landlord shall be maintained, and if necessary, replaced by Landlord. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service (POS) equipment.
- j. Landlord is responsible for all utilities including all systems and structures and the components thereof which deliver such utility services to the Premises, including but not limited to base building plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls,



## Maintenance Rider Landlord Responsibility

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
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County: Los Angeles  
Lease: Q90000517055

under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment (FF&E) needs.

2. Notwithstanding anything herein to the contrary, the Postal Service shall, except for damage resulting from, and to the extent of, the negligence of Landlord, maintain the following items at the Premises if originally installed by the Postal Service: flag poles, dock lifts, roll-up customer service windows, roll-up doors, scissor lifts, electronic security systems, and lobby and back-door locks. The Postal Service's duties include repair and replacement, as necessary, and shall be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary to keep such items in proper condition during the Lease term. The Landlord shall be responsible for the portion of maintenance, repair and replacement costs for damage to such items resulting directly from its negligence.
3. Whenever the Landlord's obligation for maintenance, repair, or replacement arises under this Lease, Landlord shall make all repairs promptly but in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in such notice provided by the Postal Service. If Landlord fails to make such repairs within the time period set forth in the Postal Service's notice to Landlord (except when the repairs require more time than as provided in the Postal Service's notice to Landlord and Landlord proposes another time period for completion acceptable to the Postal Service), the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and other payments and reimbursements due or to become due to Landlord, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord. Notwithstanding the foregoing, in the event of an emergency (as reasonably determined by the Postal Service), the Postal Service may give Landlord such shorter notice as is practicable under the circumstances, including by telephone, and if Landlord fails to make such repairs immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from Landlord and from Rent and other payments and reimbursements due or to become due to Landlord. The Postal Service may abate Rent and all other payments due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenantable or unfit for the Postal Service's use. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.
4. In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:
  - a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
  - b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and





## Maintenance Rider Landlord Responsibility

Facility Name/Location  
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Lease: Q90000517055

c. take all other proper precautions to protect the health and safety of:

- (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
- (2) Postal Service employees; and
- (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.



## Utilities, Service, & Equipment Rider

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

### 1. HEAT

Landlord must furnish and maintain a heating system in accordance with the Maintenance Rider. The Postal Service pays all recurring fuel charges, provided such charges are separately metered, at Landlord's expense, for the Postal Service's consumption.

### 2. AIR CONDITIONING

Landlord must furnish air conditioning equipment in good working order at the commencement of the Lease term. The Postal Service pays all recurring power charges for the air conditioning equipment, provided such charges are separately metered, at Landlord's expense, for the Postal Service's consumption.

### 3. ELECTRICITY

Landlord must furnish and maintain an electrical system in accordance with the Maintenance Rider. The Postal Service will pay all recurring electric bills, provided such charges are separately metered, at Landlord's expense, for the Postal Service's consumption.

### 4. LIGHT

Landlord must provide light fixtures in good working order and maintain, repair and replace the same to ensure that the light fixtures remain in good working order throughout the Lease term. Landlord is not responsible for replacement of light bulbs.

### 5. WATER

Landlord must furnish and maintain at all times throughout the Lease term a potable water system in good working order, in accordance with the Maintenance Rider. The Postal Service pays for all recurring water charges, provided such charges are separately metered, at Landlord's expense, for the Postal Service's consumption.

### 6. SEWER

Landlord must furnish and maintain at all times throughout the Lease term a sewer system in good working order, in accordance with the Maintenance Rider. The Postal Service pays for all recurring sewer charges, provided such charges are separately metered, at Landlord's expense, for the Postal Service's use.

### 7. TRASH

The Postal Service agrees to furnish trash receptacles and pay for all trash removal for the Premises.

### 8. SNOW

Not Applicable.

### 9. CUSTODIAL SERVICES



## Utilities, Service, & Equipment Rider

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

The Postal Service is responsible for cleaning the interior, sidewalks and parking lots, and for cutting grass and trimming shrubs, at such time and in such manner as the Postal Service considers necessary to keep the Premises in proper condition.



# Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ between the UNITED STATES POSTAL SERVICE, an independent establishment of the Executive Branch of the government of the United States ("the Postal Service") and \_\_\_\_\_ ("Mortgagee"), having its principal place of business at \_\_\_\_\_.

### RECITALS:

A. The Postal Service is the tenant under that certain lease executed between the Postal Service and \_\_\_\_\_ ("Landlord") dated \_\_\_\_\_ [as amended by \_\_\_\_\_ dated as of \_\_\_\_\_] ([the lease and all amendments thereto are] hereinafter referred to as the "Lease"), covering all or a portion of property legally described in **Schedule A** attached hereto and made a part hereof (the "Property").

B. Mortgagee has made a loan (the "Loan") to Landlord which is secured, in part, by the lien of a mortgage and an assignment of leases and rents, each executed and delivered by Landlord to Mortgagee encumbering the Property (collectively, the "Mortgage").

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Subordination.** The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are and shall be subject and subordinate to the lien of the Mortgage, and to all amendments, modification, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

2. **Non-Disturbance.** In the event of a foreclosure of the Mortgage, provided that at the time of the commencement of any such action or proceeding the Postal Service shall not be in default under any of the terms of the Lease beyond the expiration of any applicable notice or grace periods, Mortgagee agrees for itself and its successor and assigns that it will not join the Postal Service in summary or foreclosure proceedings unless applicable law requires Mortgagee to join all commercial occupants of the Property in such proceedings and then such joinder shall be for notice purposes only and that the leasehold interest of the Postal Service under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Mortgagee shall recognize and accept the Postal Service as tenant under the Lease subject to the terms and provision of the Lease. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity or as a consent or agreement by the Postal Service to subject itself to the jurisdiction of any state or local governmental entity or court of law.

3. **Attornment.** Upon the conveyance of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated or affected thereby as provided in this Agreement, and the Postal Service agrees to attorn to the transferee of the



## Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
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County: Los Angeles  
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Property (the "Transferee") as the landlord under the Lease and the Transferee shall accept such attornment; provided, however, if requested by Transferee, the Postal Service shall execute a new lease with the Transferee, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants and in form acceptable to the Postal Service.

4. Notice to Mortgagee. Prior to terminating the Lease due to a default by Landlord thereunder, the Postal Service agrees to notify Mortgagee of such default in writing and give Mortgagee the opportunity to cure such default within thirty (30) days of Mortgagee's receipt of such notice, or if such default cannot reasonably be cured within such thirty (30) day period, Mortgagee shall have such longer time as may be necessary to cure the default provided that Mortgagee commences the cure within such period and diligently pursues the cure thereafter, but not to exceed sixty (60) days after Mortgagee's receipt of the notice.

5. Notices. All notices or other written communications hereunder shall be deemed to have been properly given if delivered in accordance with the delivery methods under the Lease, addressed to the Postal Service at the address identified in the Lease and addressed to Mortgagee at the address identified above.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

7. No Oral Modifications. This Agreement can be modified only in writing duly executed by both parties.

8. Choice of Law. This Agreement shall be governed and interpreted in accordance with Federal Law, however if there is no applicable Federal law then the law of the state where the Premises are located shall be applied. Venue shall lie only in the Federal courts.

9. Duplicated Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

[Signature Page Follows]



# Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

MORTGAGEE:

\_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and Sworn to before me, a notary public, in and for \_\_\_\_\_ County, State  
of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires

POSTAL SERVICE:

UNITED STATES POSTAL SERVICE

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



# Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

Subscribed and Sworn to before me, a notary public, in and for \_\_\_\_\_ County, State  
of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires



## Subordination, Non-Disturbance and Attornment Agreement

Facility Name/Location  
MANHATTAN BEACH - DOWNTOWN STATION (054716-004)  
425 15TH ST STE C, MANHATTAN BEACH CA 90266-9993

County: Los Angeles  
Lease: Q90000517055

### SCHEDULE A

(to SNDA)

### LEGAL DESCRIPTION

425 Fifteenth Street, Manhattan Beach, California, legally described as follows:

Those portions of lots nos. 17 through 21 and 33 through 37 of Tract no. 2541 as well as a vacated portion of 15th Place, 19.75 feet in width, all as recorded in Map Book 24, Page 86 of the records of the Los Angeles County Recorder and more specifically described as follows:

Beginning at the southwesterly corner of Lot No. 33 of said Tract No. 2541 thence northerly along the westerly line of said Lot No. 33 and its northerly prolongation a distance of 141.50 feet to a point on the westerly line of Lot No. 17; thence north 65° 34' East a distance of 141.07 feet to a point; thence southerly along a line parallel to said westerly line of said lot no. 33 a distance of 141.50 feet to the northerly line of 15th Street; thence westerly along said northerly line to the point of beginning, the southwesterly corner of said lot no. 33.



**Agenda Date:** 4/3/2018

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Anne McIntosh, Community Development Director  
Laurie Jester, Planning Manager  
Angelica Ochoa, Associate Planner

**SUBJECT:**

Public Hearing to Consider Master Use Permit Amendment to Modify Certain Conditions of Approval in the Metlox Master Use Permit Related to Restaurant and Commercial Uses Located at 451 Manhattan Beach Boulevard (Metlox, LLC) (Community Development Director McIntosh).

- a) **CONDUCT PUBLIC HEARING**
- b) **CONSIDER ADOPTING RESOLUTION APPROVING A MASTER USE AMENDMENT AND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT**

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**RECOMMENDATION**

Staff recommends that after conducting the public hearing the City Council adopt Resolution No. 18-0052 approving a master use permit amendment and amendment to the disposition and development agreement.

**FISCAL IMPLICATIONS**

No fiscal implications associated with the recommended action.

**EXECUTIVE SUMMARY**

Metlox, LLC c/o Tolkin Group ("Applicant") submitted an application to amend the existing Master Use Permit ("MUP") as follows:

- 1) Modification of the spaces for the two full service restaurants (currently occupied by Nicks and Petros) to allow more than two restaurant uses at Nick's and increase the allowed square footage for both.

- 2) Modification of previously approved personal service use on the second floor, (currently occupied by Kasai Hair Salon) to allow a restaurant, including outdoor patio dining.
- 3) Modification of previously approved retail use (currently occupied by Waterleaf (two tenant spaces)) to convert the space to a restaurant with an outdoor patio, personal service or personal improvement service use.
- 4) Modification of previously approved retail use (currently occupied by Beehive) to convert the space to restaurant use.
- 5) Delegate to the City Manager more discretion to approve future modifications.

After conducting a public hearing, the Planning Commission approved by a 3:2 vote, the following modifications:

- 1) division of Nick's Manhattan Beach into two restaurant spaces;
- 2) conversion of commercial space on the second floor from a personal service use to an indoor-only restaurant;
- 3) expansion of the allowed retail and services uses to include personal improvement services;
- 4) division of two commercial spaces into three commercial spaces for a combination of restaurant, personal service, or personal improvement uses.

The Amendment to the conditions of approval (and Ground Lease) increases the total amount of allowed restaurant square footage; expands the types of Retail and Services uses allowed to include personal improvement services; and allows all restaurants to service alcohol.

See Planning Commission Resolution No. 18-01 (Attachment 4).

The Planning Commission's decision was appealed (Attachment 5) by Don McPherson and called up for review by two Councilmembers. The Municipal Code provides that appeals of Commission decisions (and calls for review) are public hearings *de novo*. *De novo* means that the Council must take a "fresh look" at all the evidence presented at the public hearing and, after the public hearing is closed, base its decision on the evidence presented at the hearing.

In addition, if the Council approves the request, or any portion of it, corresponding changes must be made to the Disposition and Development Agreement and Ground Lease ("Ground Lease") between the Applicant and the City recorded in May of 2002. By letter dated February 3, 2015 and updated August 8, 2017 (Attachment 6), Jonathan Tolkin, the Applicant's Manager, has specified the requested changes to the Ground Lease.

Staff has drafted a Resolution (Attachment 1) and Ground Lease Amendment (Attachment 2) for City Council consideration. Depending on the Council action, both may need to be revised.

## **BACKGROUND**

### Prior History

The following is a summary of some of the key milestones for the Metlox site:

1995- 96- The City Council authorized development of the Downtown Strategic Action Plan (DSAP) to provide a comprehensive approach and community vision for the Downtown including the Metlox site  
1997/98- The City purchased the Metlox property to control

development and master plan the site 1998- 2001 Numerous public meetings and workshops held to solicit public input on the site and Downtown.

December 1998- The City selected the Tolkin Group as a development partner

April 2001- The City Council certified the EIR

April 2002- The City Council approved the Disposition and Development Agreement (DDA)/Ground Lease

July 2002- Master Use Permit and Coastal Development Permit for the Metlox project approved by the City Council

November 2002- California Coastal Commission denied an appeal of the Coastal Development Permit, and unanimously approved the Permit

February 2003- Groundbreaking for the Metlox parking structure

2004- Grand opening of public parking structure with 460 parking spaces, Shade Hotel and Metlox commercial buildings started construction

December 2005- Ribbon cutting and grand opening for the Metlox Center

On April 4, 2016, a request was submitted by the Applicant, Metlox, LLC c/o Tolkin Group, to amend the existing Master Use Permit as follows:

- 1) Modification for the two full service restaurants, Nicks and Petros to allow more than two restaurant uses and increase the allowed square footage.
- 2) Modification of previously approved personal service use on the second floor, Kasai Hair Salon to allow a restaurant with an outdoor patio.
- 3) Modification of previously approved retail use, Waterleaf (two tenant spaces) to be converted to restaurant with an outdoor patio, personal service or personal improvement service use.
- 4) Modification of previously approved retail use, Beehive to be converted to restaurant use.
- 5) Allow City Manager to approve future modifications.

After conducting a public hearing, the Planning Commission approved by a 3:2 vote, certain changes to the conditions as stated in the attached Planning Commission Resolution No. 18-01 (Attachment 4).

Specifically, the Commission approved modifications to the MUP's conditions to allow:

- 1) division of one restaurant into two restaurant spaces;
- 2) conversion of commercial space on the second floor from a personal service use to an indoor-only restaurant;
- 3) expansion of the allowed retail and services uses to include personal improvement services;
- 4) division of two commercial spaces into three commercial spaces for a combination of restaurant, personal service, or personal improvement uses.

To implement these changes, the Amendment to the conditions of approval increase the total amount of allowed restaurant square footage; expand the types of Retail and Services uses allowed to include personal improvement services; and allow all restaurants to service alcohol. The Commission denied the request for outdoor dining on the second floor, and the request that the City Manager be given greater discretion in approving changes to the project.

### **Council Review and Appeal**

On February 20, 2018, two Councilmembers requested Council review of the Planning Commission decision. Also, Don McPherson filed an appeal on February 22, 2018 (See Attachment 5). The appeal claims: the City did not fully comply with the California Environmental Quality Act (CEQA) because the modifications constitute an “expansion” of existing land uses that exceeds the threshold for categorical exemptions; and that the service of alcohol will “intensify” the uses previously approved.

The Municipal Code requires a public hearing *de novo* for all appeals and councilmember review requests concerning quasi-judicial matters. *De novo* means that the Council must take a “fresh look” at all the evidence presented at the public hearing and, after the public hearing is closed, base its decision on the evidence presented at that hearing. In general, the Council must make the following land use findings to approve a MUP, or amendment thereto:

The proposed location of the use is in accord with the objectives of this title and the purposes of the district in which the site is located;

The proposed location of the use and the proposed conditions under which it would be operated or maintained will be consistent with the General Plan; will not be detrimental to the public health, safety or welfare of persons residing or working on the proposed project site or in or adjacent to the neighborhood of such use; and will not be detrimental to properties or improvements in the vicinity or to the general welfare of the city;

The proposed use will comply with the provisions of this title, including any specific condition required for the proposed use in the district in which it would be located; and

The proposed use will not adversely impact nor be adversely impacted by nearby properties.

Potential impacts are related but not necessarily limited to: traffic, parking, noise, vibration, odors, resident security and personal safety, and aesthetics, or create demands exceeding the capacity of public services and facilities which cannot be mitigated.

### **DISCUSSION**

#### **Overview**

The Metlox project includes a two-story subterranean public parking structure accommodating approximately 460 cars with a public Town Square on top of the parking deck, as well as a commercial development approximately 63,850 square feet in area. The Master Use Permit for the project site was approved by the City Council in July 2002. The commercial development includes two full service restaurants with outdoor dining adjacent to the central Town Square with up to 8,000 square feet, dining/seating area limited to 6,400 square feet and various retail sales, personal services, and specialty food services uses limited to a maximum of 20,000 square feet. Other uses on the second floor, include offices and personal services not to exceed 17,500 square feet.

The Master Use Permit has been revised a number of times over the years to amend various individual tenants conditions for the Shade Hotel, Le Pain Quotidian, and Petros restaurant, related to hours, alcohol and operational characteristics, but no changes to land uses.

#### **Existing Master Use Permit - City Council Resolution No. 5770**

The following describes the changes to the specific conditions in the Master Use Permit. These

changes give the applicant the flexibility to allow other uses and tenants depending on the demand of services by residents and visitors:

**Land Use**

1) Condition No. 25. B limits restaurants to two (2) total maximum, 8,000 square feet total maximum, (including 6,400 square feet maximum dining/seating area regardless of whether located indoors or outdoors).

The applicant proposed five additional restaurants, more than the maximum allowable of two restaurants. Specifically, Nicks space will be split into two restaurants within the existing space (no change to number of restaurants), Beehive space will be converted to restaurant use, Waterleaf space will be converted to two restaurants and Kasai Hair Salon space converted to restaurant use. These changes will add more restaurant square footage than the allowable of 8,000 square feet. The Waterleaf and Kasai Hair Salon tenant spaces request includes outdoor patio dining seating areas for a total of 800 square feet.

2) Condition No. 25. C allows offices on the second floor only and personal improvement services on the first floor are subject to Community Development Director approval.

The applicant requested the existing Waterleaf space, on the first floor, facing Morningside Drive to be converted to a bank (bank and savings and loan use), yoga studio (personal improvement service use) or hair care service (personal service use). These are permitted uses per Resolution No. 5770, Condition No. 25. C) c) but offices, and similar uses such as banks, are not allowed on the first floor. The applicant wanted the flexibility of allowing either the above mentioned uses or restaurant use. The parking requirement calculation numbers were used for restaurant use as it is more restrictive than office, bank, personal improvement service and personal service uses.

3) Condition No. 25. A) d) and C) c) allows the Director of Community Development to allow similar uses not listed in the permitted uses of the Master Use Permit.

The applicant requested that any future modifications under the Land Use conditions, No. 25 through 32 be approved by the City Manager. These modifications included some conditions related to hours of all uses, events at the Shade and use of the Town Square area, etc.

**Planning Commission Decision - Resolution No. PC 18-01**

The Planning Commission approved the following changes amending the following conditions in the Master Use Permit as stated in the attached Resolution No. PC 18-01:

1. **Condition No. 2. B)** - Revised to allow 14,432 square feet maximum of restaurant square footage and 9,916 square feet maximum of indoor/outdoor dining/seating area. This condition affects Petros, Kasai Hair Salon, Waterleaf and Beehive.
2. **Condition No. 2.A)c)** - Revised to allow the Waterleaf space to have the flexibility to convert the tenant space adjacent to Morningside Drive to a service oriented commercial use, such as a yoga studio, spin studio, pilates and personal training services. These uses are defined as limited personal improvement services in the Zoning Code.

3. **Condition No. 3** - Revised to allow alcohol at all restaurants not limited to two restaurants only.

The Planning did not approve the following changes:

1. **Request to allow conversion of second floor outdoor patio area to dining area.**  
The Planning Commission did not support this request since it would not be consistent and in conflict with the intent of the Downtown Specific Plan. The Downtown Specific Plan prohibits second floor outdoor dining. Also, the public had concerns related to noise and impacts to the overall surrounding neighborhood. A condition was added to Condition No. 2.B) in Resolution No. PC 18-01 to prohibit all second floor outdoor dining.
2. **Request to add a provision under “Procedural” in City Council Resolution, No. 5770 to allow City Manager to approve future modifications to Sections 25 through 32 of the Resolution.** The Planning Commission did not support this request since they felt the conditions affected were significant changes to the Master Use Permit and a public hearing process would still be required for any future modifications. The public also had concerns on allowing changes without going through a public hearing process.

No other changes to the conditions are proposed. All other approved conditions from the Original Master Use Permit, as previously amended, remain the same and stated in the PC Resolution No. 18-01. Previous Use Permit amendments related to alcohol and hours for Le Pain (PC No. 08-08), Petros (PC No. 06-20) and Shade Hotel (PC No. 14-0064) and Master Use Permit (Resolution No. 5770) remain effective and in full force.

Overall, the Planning Commission was in support of the requested changes to allow the applicant to provide a mix of services that would continue making Metlox successful and meet the future demands of the community. Some of the Planning Commissioners had concerns on the increased amount of existing uses being converted to restaurant uses. They felt the applicant should implement the changes gradually and return to the Planning Commission requesting new restaurant uses at a future meeting date once the requesting changes are implemented and any potential impacts are addressed.

The Coastal Development Permit (“CDP”) for the Metlox Project was issued by the California Coastal Commission on February 11, 2003. After the City Council takes action on the application, the decision will be forwarded to the Coastal Commission. The Coastal Commission permit includes special conditions that allow its Executive Director to determine whether a CDP amendment is required for the proposed modifications.

#### **Disposition and Development Agreement and Ground Lease**

As the property owner, the City is also required through the Ground Lease with Metlox LLC to review any proposed changes in uses. The Ground Lease is an agreement between the City (Landlord) and Metlox LLC (tenant) that details the rights and responsibilities of each party. The draft amendment to the Ground Lease (Attachment 2) reflect the modified conditions of approval approved by the Planning Commission. The amendment may need to be changed to reflect the Council action.

## **COUNCIL OPTIONS**

The Council may:

1. Approve the Application
2. Conditionally Approve the Application
3. Direct staff to draft a resolution denying the Application

Staff has drafted a resolution, consistent with the Planning Commission's decision, to conditionally approve a portion of the requested amendments. If the Council decides to deny the application, staff will draft a resolution for denial of the application and present it to the City Council at a future Council Meeting.

## **PUBLIC OUTREACH**

Notices of the public hearing were provided to all property owners within a 500 foot radius of the project site and published in the Beach Reporter. As of the date this report was prepared, the city has received no comments.

## **ENVIRONMENTAL REVIEW**

The proposed modifications are categorically exempt from further environmental review under CEQA Guidelines Section 15301 (Class 1 - Existing Facilities) because the MUP Amendment authorizes the continued operation of an existing facility with a negligible expansion of the presently existing use of the property. Further, the MUP Amendment is exempt under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the reconfiguration and minor expansion of existing uses may have a significant effect on the environment. Additionally, the City Council certified an EIR for the Metlox Project (State Clearinghouse No. 99121090). No subsequent environmental review is required because there are no substantial changes or new information related to the modifications that require major revisions to the EIR involving new or substantially increased significant environmental effects.

## **LEGAL REVIEW -**

The City Attorney has reviewed and approved as to form the draft Resolution and Ground Lease Amendment.

## **Attachments:**

1. Draft Resolution No. 18-0052
2. Draft Ground Lease Amendment (Redline Version Included)
3. Master Application and Project Request
4. Planning Commission Resolution No. 18-01
5. Donald McPherson Appeal - February 22, 2018
6. Jonathan Tolkin Letter - August 8, 2017
7. Planning Commission Documents - January 24, 2018 (Web-Link Provided)
8. Planning Commission Documents - February 14, 2018 (Web-Link Provided)
9. Public Comments - February 14, 2018 Planning Commission Meeting (Web-Link Provided)

## RESOLUTION NO. 18-0052

### **A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A MASTER USE PERMIT AMENDMENT AND THE THIRD AMENDMENT TO THE DISPOSITION & DEVELOPMENT AGREEMENT & GROUND LEASE TO MODIFY THE EXISTING USES AND ALLOW ADDITIONAL RESTAURANTS AT THE METLOX SITE LOCATED AT 451 MANHATTAN BEACH BOULEVARD**

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

SECTION 1. In July 2002, the City Council adopted Resolution No. 5770 approving a Master Use Permit (“MUP”) for the Metlox Project located at 451 Manhattan Beach Boulevard (the “Subject Property”). The Metlox Project consists of a commercial development with restaurants and shops, a 38-room boutique hotel, and a two-story subterranean parking structure. The Applicant, Metlox, LLC c/o Tolkin Group, submitted an application for amendments to the MUP to reconfigure commercial uses, increase the restaurant square footage, allow second-floor outdoor dining, and allow for administrative modifications to the MUP.

SECTION 2. The Planning Commission conducted a duly noticed public hearing on January 24, 2018 to consider the application. After the close of the public hearing, the Planning Commission adopted Resolution No. PC 18-01 approving the: (1) division of one restaurant into two separate restaurants where Nick’s Manhattan Beach currently operates; (2) conversion of commercial space on the second floor from a personal service use (currently Kasai Hair Salon) to an indoor-only restaurant; and (3) division of two commercial spaces into three commercial spaces for restaurant, personal service, or personal improvement uses (“collectively referred to herein as the “Amendment” or “modifications”). The Planning Commission declined to approve the Applicant’s requests to delegate to the City Manager the authority to approve additional administrative modifications to the MUP, second-floor outdoor dining, and a bank on the ground floor on Morningside Drive. The Planning Commission’s decision was appealed to the City Council.

SECTION 3. On April 3, 2018, the City Council held a duly noticed public hearing *de novo* at which time it provided an opportunity for the public to provide oral and written testimony. City staff and the Applicant presented evidence in support of refining the subject conditions and other persons spoke in favor of the refinements. At least one person spoke in opposed to the application.

SECTION 4. Based on the foregoing and substantial evidence presented at the public hearing, the City Council hereby finds:

A. In July 2002, the City Council determined that the Metlox Project is consistent with the General Plan and the City’s Zoning Code and made all of the necessary findings to adopt the



Final Environmental Impact Report (“EIR”) and to approve the MUP. The certification of the Environmental Impact Report (“EIR”) and approval of the MUP are thus final and conclusive.

B. Pursuant to Municipal Code Sections 10.84.100 and 10.84.105, approval of an amended Master Use Permit amendment is required for any modification to conditions of approval for a Master Use Permit.

C. The General Plan designation for the property is Downtown Commercial. The property is located within Area District III and is zoned Downtown Commercial. The properties to the west and south are also zoned Downtown Commercial; the properties to the north are zoned Downtown Commercial and Public and Semipublic, and the properties to the east are zoned Open Space. Further east past Valley/Ardmore and the Veterans parkway is zoned Single-Family Residential.

D. The subject property is located within the Manhattan Beach Coastal Zone, and the Coastal Development Permit for the Project was issued by the California Coastal Commission.

E. Pursuant to the California Environmental Quality Act (“CEQA”) and the CEQA Guidelines, the proposed MUP Amendments have been environmentally reviewed. The proposed modifications are categorically exempt from further environmental review under CEQA Guidelines Section 15301 (Class 1 - Existing Facilities) because the MUP Amendment authorizes the continued operation of an existing facility with a negligible expansion of the presently existing use of the property. Further, the MUP Amendments are exempt under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the reconfiguration and minor expansion of existing uses may have a significant effect on the environment. Additionally, the City Council certified an EIR for the Metlox Project; and, pursuant to CEQA Guidelines Section 15162, the City Council finds in its independent judgment that no subsequent environmental review is required because there are no substantial changes or new information related to the modifications that require major revisions to the EIR involving new or substantially increased significant environmental effects.

F. Manhattan Beach Zoning Code Section 10.84.060.A and the corollary section of the Manhattan Beach Local Coastal Program set forth the required findings to approve a MUP and any amendments thereto. The required findings are designed to ensure that proposed land uses are compatible with surrounding uses and will not be detrimental to surrounding uses or the City in general. In 2002, the City Council made these findings supported by substantial evidence. The proposed MUP Amendments do not change the types of land uses of the Metlox Project or adversely affect or alter the findings made by the City Council in 2002, which are final and conclusive and cannot be challenged at this time. The findings contained in Resolution No. 5770 are hereby incorporated herein by this reference. Nevertheless, such findings are satisfied with respect to the modifications approved herein, as follows:

1. The modifications do not make any changes to the location of the Metlox project, which the City Council found in 2002 to be in accord with the objectives of Zoning Code and the purposes of the district in which the site is located. The proposed Amendment, including the expansion of restaurant uses, is consistent with the Downtown Commercial (CD) Zone designation. The Downtown Commercial (CD) zone provides opportunities for residential,

commercial, public and semipublic uses that are appropriate for the downtown area. This district is intended to accommodate a broad range of community businesses and to serve beach visitors. The proposed modifications will strengthen the City's economic base, but also protect small businesses that serve City residents. The proposed modifications are intended to enhance a suitable environment for various types of commercial uses, and, as conditioned, will continue to protect surrounding residential uses from the potential adverse effects of inharmonious uses on adjacent residential districts. Additionally, the proposed modifications are intended to accommodate a broad range of community businesses and serve beach visitors.

2. The modifications, as conditioned, do not make any changes to the location of the Metlox Project, which the City Council found in 2002 to be: consistent with the General Plan; not detrimental to the public health, safety or welfare of persons residing or working on the Subject Property or in or adjacent to the neighborhood of the Subject Property; and not detrimental to properties or improvements in the vicinity or to the general welfare of the City. As is true with the overall Metlox Project, the modifications, including the expansion of restaurant uses, is consistent with the following General Plan Goals and Policies for the Commercial Downtown designation. The Metlox Project is a long-established commercial use and the proposed Amendment merely modifies the mix of commercial uses. Amending the MUP will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the Subject Property due to conditions imposed that limit square footages and prohibit outdoor second floor dining or bank uses adjacent to the ground floor public sidewalk. There will be no negative impact on properties or improvements in the vicinity or on the general welfare of the City due to these conditions. Specifically, the Amendments to the MUP are consistent with the following General Plan Goals and Policies:

*Policy 2.3:* Protect public access to and enjoyment of the beach while respecting the privacy of beach residents.

*Policy 4.1:* Protect all small businesses throughout the City which serve City residents.

*Policy 5.1:* The City recognizes the need for a variety of commercial development types and has designated areas appropriate for each. The City shall encourage development proposals which meet the intent of these designations.

*Policy 5.2:* Require the separation or buffering of low-density residential areas from businesses which produce noise, odors, high traffic volumes, light or glare, and parking through the use of landscaping, setbacks, and other techniques.

*GOAL 6:* CONTINUE TO SUPPORT AND ENCOURAGE THE VIABILITY OF THE "DOWNTOWN" AREA OF MANHATTAN BEACH.

*Policy 6.1:* Encourage the upgrading and expansion of business in the Downtown area to serve as a center for the community and to meet the needs of beach area residents.

*Policy 6.2:* Develop and encourage the use of design standards for the Downtown area to improve its visual identification as a unique commercial area.

**GOAL 7: PROTECT EXISTING RESIDENTIAL NEIGHBORHOODS FROM THE INTRUSION OF INAPPROPRIATE AND INCOMPATIBLE USES.**

3. The modifications will not change the types of uses permitted in the Metlox Project and do change the overall scope of the original approved MUP. Restaurant and other commercial uses are permitted at this location. Further, the required notice and public hearing requirements have been met, all of the required findings have been addressed, and conditions will be required to be met prior to the issuance of a certificate of occupancy.

4. The Amendment will not alter the fundamental use, purpose, or character of the Metlox Project, because there will be no change in the hours of operation, changes requested are within the existing footprint and envelope of the existing structures, and there is ample parking for the expansion of restaurant uses. The modifications will not create adverse impacts on traffic or create demands exceeding the capacity of public services and facilities. As conditioned, the modifications and the expansion of the restaurant uses do not adversely affect the City Council findings in 2002: They will not adversely impact nor be adversely impacted by nearby properties. All potential impacts related to the Metlox Project (e.g., traffic, parking, noise, vibration, odors, resident security and personal safety, and aesthetics, or demands exceeding the capacity of public services and facilities which cannot be mitigated) were evaluated and addressed in the Certified EIR.

G. In 2002, the California Coastal Commission approved a Coastal Development Permit (“CDP”) for the Metlox Project. The Amendment will not: alter the fundamental use of the Metlox Project as approved by the Coastal Commission; change the allocation of parking, public areas and the overall commercial development approved by the Coastal Commission; or reduce public services such as parking. Nevertheless, the City Council makes the following finding with respect to the modifications approved herein:

1. The modifications, as described in the application and accompanying materials, as modified by any conditions of approval, conform with the certified Manhattan Beach Local Coastal Program for the reasons specified in subsection F above and because it is consistent with the following applicable policies from Chapter 4 of the Local Coastal Program:

*Policy I.A.1:* The City shall maintain the existing vertical and horizontal accessways in the Manhattan Beach Coastal Zone.

*Policy I.A.3:* The City shall preserve pedestrian access systems including the Spider Web park concept (Spider Web park concept: a linear park system linking the Santa Fe railroad right-of-way jogging trail to the beach with a network of walkstreets and public open spaces. See Figure NR-1 of the General Plan).

*Policy I.B.3:* The City shall encourage pedestrian and bicycle modes as a transportation means to the beach.

*Policy II.1:* Control Development within the Manhattan Beach coastal zone.

*Policy II.A.2:* Preserve the predominant existing commercial building scale of one and two stories, by limiting any future development to a two-story maximum, with a 30' height limitation as required by Sections A.04.030, A.16.030, and A.60.050 of Chapter 2 of the Implementation Plan.

*Policy II.A.3:* Encourage the maintenance of commercial area orientation to the pedestrian.

The modifications to the Metlox Project are consistent with these Local Coastal Program policies because they do not change the overall development, range of permitted uses, and services provided at the Subject Property.

SECTION 5. After considering all of the evidence in the record, the City Council hereby approves the following new and amended conditions of approval on the Master Use Permit for the Metlox Project.

### **General Conditions**

1. The Metlox Project shall be in substantial conformance with the MUP as amended by the City Council herein, subject to any special conditions set forth below. The Director of Community Development ("Director" hereinafter) shall determine whether any deviation from the approved project is substantial which requires an amendment to the MUP or any other discretionary entitlements. Any substantial deviation from the terms and conditions of this Resolution, and the MUP, as amended, shall require approval from the Planning Commission.

### **Land Use**

**(This condition replaces Condition 25 A and B – City Council Resolution No. 5770)**

2. The following land uses and maximum square footages, as defined and approved by the DDA/Ground Lease, and shall be allowed:
  - A. Retail Sales and services, including food service uses, 20,000 square feet total maximum, including:
    - a. Retail sales;
    - b. Personal Services;
    - c. Retail/specialty food service uses that are non-destination type establishments such as a bakery, tea salon, coffee house, ice cream shop, yogurt, candy, cookies, juices, and other similar limited specialty food items. Each business is limited to a maximum of 300 square feet of outdoor seating area, including table, chairs and benches, within the Town Square and Public Areas:
    - d. Limited Personal Improvement Services, such as yoga studios, spin studios, pilates and personal training are permitted in Building C, 1200 Morningside Drive and 451 Manhattan Beach Boulevard, Suite C: and,

- e. Similar uses identified as permitted (by right) in the underlying zoning district (CD) which are not included in this Master Use Permit shall be left to the discretion of the Director of Community Development.
- B. Eating and Drinking Establishments (restaurants), 14,432 square feet total maximum, (including 9,916 square feet maximum dining/seating area regardless of whether located indoors or outdoors). All second floor outdoor dining is prohibited.

### **Alcohol**

(This condition replaces Condition 38 – City Council Resolution No. 5770, as amended by Condition No. 6 in Resolution No. PC 08-08)

- 3. All restaurants may provide full liquor service, which is incidental to, and in conjunction with, the service of food. Service of alcohol at the restaurants shall be in conjunction with the service of food at all times during all hours of operation.

### **Procedural**

- 4. *Terms and Conditions are Perpetual; Recordation of Covenant.* The provisions, terms and conditions set forth herein are perpetual, and are binding on the Applicant, its successors-in-interest, and, where applicable, all tenants and lessees of the site. Further, the Applicant shall submit to the City for recordation a covenant indicating its consent to the conditions of approval of this Resolution with the Office of the County Clerk/Recorder of Los Angeles. The covenant is subject to review and approval by the City Attorney. The Applicant shall deliver the executed covenant, and all required recording fees, to the Department of Community Development within 30 days of the adoption of this Resolution. If the Applicant fails to deliver the executed covenant within 30 days, this Resolution shall be null and void and of no further effect. Notwithstanding the foregoing, the Director may, upon a request by the Applicant, grant an extension to the 30-day time limit.
- 5. *Review.* The modifications are subject to review by the Community Development Department six months after occupancy and yearly thereafter. At any time in the future, the Planning Commission or City Council may review the Use Permit for the purposes of revocation or modification. Modification may consist of conditions deemed reasonable to mitigate or alleviate impacts to adjacent land uses.
- 6. *Indemnity, Duty to Defend and Obligation to Pay Judgments, Awards of Attorney Fees and Defense Costs, Including Attorneys' Fees, Incurred by the City.* Applicant shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, volunteers, agents, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any claims, damages, actions, causes of actions, lawsuits, suits, proceedings, losses, judgments, costs, and expenses (including, without limitation, attorneys' fees or court costs) in any manner arising out of or incident to this approval, related entitlements, or the City's environmental review thereof. Applicant shall pay and satisfy any judgment, award or decree that may be rendered against City or the other Indemnitees in any such suit, action, or other legal proceeding, including any award of attorney's fees. The City shall promptly notify Applicant of any claim, action, or proceeding

and the City shall reasonably cooperate in the defense, however, cooperation does not include the City having to take any action or make any decision that the City does not believe, in the exercise of its good faith judgment, is in its own best interest, and cooperation shall not be construed in a manner that requires the City to exercise its discretion in a particular manner. If the City fails to promptly notify Applicant of any claim, action, or proceeding, or if the City fails to reasonably cooperate in the defense, Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City or the Indemnitees. The City shall have the right to select counsel of its choice. Applicant shall reimburse the City, and the other Indemnitees, for any and all legal expenses, fees, and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Nothing in this Condition shall be construed to require Applicant to indemnify Indemnitees for any Claim arising from the sole negligence or willful misconduct of the Indemnitees. In the event such a legal action is filed challenging the City's determinations herein or the issuance of the approval, the City shall estimate its expenses for the litigation. Applicant shall deposit that amount with the City for the payment of such expenses as they become due. Applicant shall replenish the deposit as necessary based upon notice by the City.

SECTION 6. All other conditions in Resolution No. 5770 and Planning Commission Resolution Nos. 08-08 (Le Pain), 06-20 (Petros), and 14-0064 (Shade Hotel) shall remain in effect and in full force except as amended specifically herein.

SECTION 7. The entitlements conferred by this Resolution shall lapse five years after the date of this resolution, unless the subject improvements are installed or the Applicant seeks an extension pursuant to Municipal Code Section 10.84.090.

SECTION 8. In addition to the MUP, the City and the Applicant entered into that certain Disposition & Development Agreement & Ground Lease ("Ground Lease") dated May 13, 2002 as to the Subject Property, and amended the Ground Lease twice thereafter. The City Council hereby approves the Third Amendment to the Ground Lease, substantially in the form attached to the staff report, and hereby directs the City Manager and the City Attorney to make any necessary changes to conform the Third Amendment to the Council action on Applicant's application to amend the MUP.

SECTION 9. The time within which judicial review, if available, of the decision to amend the MUP must be sought is governed by California Code of Civil Procedure Section 1094.6, unless a shorter time is provided by other applicable law. 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.

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

PASSED, APPROVED, AND ADOPTED April 3, 2018.

Ayes:

Noes:

Absent:

Abstain:

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AMY HOWORTH  
Mayor

Attest:

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LIZA TAMURA  
City Clerk

### **THIRD AMENDMENT TO DISPOSITION & DEVELOPMENT AGREEMENT & GROUND LEASE**

METLOX, LLC, a California Limited Liability Company (“Lessee”), and the CITY OF MANHATTAN BEACH (“Lessor”), entered into a Disposition & Development Agreement & Ground Lease (“Agreement”) on May 15, 2002, for lease and development of the “Metlox property” which was subsequently amended by a First Amendment, dated December 17, 2002, and a Second Amendment, dated June 17, 2003.

WHEREAS, Lessor is required to develop, maintain, and use the Metlox property only for the purposes and in accordance with the standards specified in the Agreement and desires to amend certain use and development standards to satisfy market demands; and

WHEREAS, Lessee owns the entire leasehold site and leases it to Lessor for the purpose of developing and providing services and facilities which enhance the village atmosphere for residents, and agrees that the amendments implement the purposes of the Agreement by expanding available services.

NOW, THEREFORE, based on the recitals above and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessee and Lessor agree to the amendments set forth below.

SECTION 1. Section 6.2(a) is hereby amended to read as follows with all other provisions of Section 6.2 remaining in effect without amendment:

“(a) The Buildings to be constructed on the Tenant Parcels may be two stories (subject to height limitations set forth in this Agreement) shall contain approximately, but not more than, 63,850 square feet, and shall be initially used for the following purposes (the following categories have an overlap of maximum square footage, however it is agreed that under no circumstances shall the total square footage exceed 63,850 square feet):

- (i) 20,000 square feet maximum of retail sales and services, which may, at Tenant’s election, include the following:
  - Retail sales;
  - Personal Services;
  - Retail/specialty food service uses that are non-destination type establishments such as a bakery, tea salon, coffee house, ice cream shop, yogurt, candy, cookies, juices, and other similar limited specialty food items, each with a maximum of 300 square feet of outdoor seating area, including table, chairs and benches, within the Town Square and Public Areas;



- Limited Personal Improvement Services (such as yoga studios, spin studios, pilates and personal training) only in Building C at 1200 Morningside Drive and in Suite C at 451 Manhattan Beach Boulevard; and
  - Similar uses identified as permitted (by right) in the underlying zoning district (CD) which are not included in this Master Use Permit under the discretion and only upon the approval of the Director of Community Development.
- (ii) 14,432 square feet total maximum, (including 9,916 square feet maximum dining/seating area regardless of whether located indoors or outdoors). All second floor outdoor dining is prohibited.
- (iii) No office or bank uses will be located on the first floor.
- (iv) 17,500 square feet maximum of commercial uses including office, personal service (including day spa) and similar uses.
- (v) Inn: Minimum of 35 rooms to a maximum of 40 rooms, 2 stories, containing approximately 26,000 square feet which shall not include a full-service restaurant. The inn, as described above, is an essential element of this Agreement which Tenant is required to provide and failure to provide an inn as an element of the initial development of the site will be considered a material breach of this Agreement.”

SECTION 2. All other provisions of the Agreement, as previously amended, shall remain unchanged.

IN WITNESS WHEREOF, this Third Amendment to Disposition & Development Agreement & Ground Lease is entered into April \_\_, 2018.

CITY OF MANHATTAN BEACH

Metlox, LLC

By \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Liza Tamura, City Clerk

\_\_\_\_\_  
Quinn M. Barrow, City Attorney

(a) The Buildings to be constructed on the Tenant Parcels may be two stories (subject to height limitations set forth in this Agreement) shall contain approximately, but not more than, 63,850 square feet, and shall be initially used for the following purposes (the following categories have an overlap of maximum square footage, however it is agreed that under no circumstances shall the total square footage exceed 63,850 square feet):

(i) 20,000 square feet maximum of retail sales and services (~~retail sales, which~~ may, at Tenant's election, include the following:

- Retail sales;
- Personal Services;
- Retail/specialty food service uses that are non-destination type establishments such as a bakery, tea salon, coffee house, ice cream shop, and other similar uses); yogurt, candy, cookies, juices, and other similar limited specialty food items, each with a maximum of 300 square feet of outdoor seating area, including table, chairs and benches, within the Town Square and Public Areas;
- Limited Personal Improvement Services (such as yoga studios, spin studios, pilates and personal training) only in Building C at 1200 Morningside Drive and in Suite C at 451 Manhattan Beach Boulevard; and
- Similar uses identified as permitted (by right) in the underlying zoning district (CD) which are not included in this Master Use Permit under the discretion and only upon the approval of the Director of Community Development.

(ii) ~~8,000 total~~ 14,432 square feet total maximum ~~of restaurant square footage,~~ (including a ~~maximum of 6,400~~ 9,916 square feet ~~of maximum~~ dining/seating area regardless of whether located indoors or outdoors) ~~in a maximum of two (2) restaurants.~~ All second floor outdoor dining is prohibited.

(iii) No office or bank uses will be located on the first floor.

(iv) 17,500 square feet maximum of commercial uses including office, personal service (including day spa) and similar uses.

(v) Inn: Minimum of 35 rooms to a maximum of 40 rooms, 2 stories, containing approximately 26,000 square feet which shall not include a full-service restaurant. The inn, as described above, is an essential element of this Agreement which Tenant is required to provide and failure to provide an inn as an element of the initial development of the site will be considered a material breach of this Agreement.



# MASTER APPLICATION FORM

# CA 16-08

CITY OF MANHATTAN BEACH  
 COMMUNITY DEVELOPMENT DEPARTMENT

**Office Use Only**  
 Date Submitted: 4/6/18  
 Received By: [Signature]  
 F&G Check Submitted: N/A

451 Manhattan Beach Blvd & and 1200 Morningside Drive  
 Project Address

Legal Description

General Plan Designation

Zoning Designation

Area District

For projects requiring a Coastal Development Permit, select one of the following determinations<sup>1</sup>:

Project located in Appeal Jurisdiction

Project not located in Appeal Jurisdiction

- Major Development (Public Hearing required)
- Minor Development (Public Hearing, if requested)
- Public Hearing Required (due to UP, Var, ME, etc.)
- No Public Hearing Required

**Submitted Application (check all that apply)**

<input type="checkbox"/> Appeal to PC/PPIC/BBA/CC	4225	<input type="checkbox"/> Use Permit (Residential)	4330
<input checked="" type="checkbox"/> Coastal Development Permit	4341 (\$2,061)	<input type="checkbox"/> Use Permit (Commercial)	4330
<input type="checkbox"/> Continuance	4343	<input checked="" type="checkbox"/> Use Permit Amendment	4332 \$4,915
<input type="checkbox"/> Cultural Landmark	4336	<input type="checkbox"/> Variance	4331
<input checked="" type="checkbox"/> Environmental Assessment	4225 \$215	<input type="checkbox"/> Park/Rec Quimby Fee	4425
<input type="checkbox"/> Minor Exception	4333	<input type="checkbox"/> Pre-application meeting	4425
<input type="checkbox"/> Subdivision (Map Deposit)	4300	<input checked="" type="checkbox"/> Public Hearing Notice	4339 \$69
<input type="checkbox"/> Subdivision (Tentative Map)	4334	<input type="checkbox"/> Lot Merger/Adjust./\$15 rec. fee-4225	
<input type="checkbox"/> Subdivision (Final)	4334	<input type="checkbox"/> Zoning Business Review	4337
<input type="checkbox"/> Subdivision (Lot Line Adjust.)	4335	<input type="checkbox"/> Zoning Report	4340
<input type="checkbox"/> Telecom (New or Renewed)	4338	<input type="checkbox"/> Other	

5/3/18  
 Add Coastal Fee  
 of \$2,061.00

**Fee Summary: (See fees on reverse side)**

Total Amount: \$ 5,199 (less Pre-Application Fee if applied within past 3 months)  
 Receipt Number: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Cashier: \_\_\_\_\_

Paid \$5,199  
 Balance = \$2,061  
 (4341)

**Applicant(s)/Appellant(s) Information**

Name: Metlox, LLC

Mailing Address: 51 W. Dayton Street, Suite 100, Pasadena, CA 91105

Applicant(s)/Appellant(s) Relationship to Property: Owner (Tenant of the City of Manhattan Beach)

Contact Person (include relation to applicant/appellant): Jonathan Tolkin  
 Phone number / email: 626-833-0450 jtolkin@tolkingroup.com

Address: 51 W. Dayton Street, Suite 100, Pasadena, CA 91105

Applicant(s)/Appellant(s) Signature: [Signature]  
 Phone number./email: 626-833-0450

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

Amendment to Master Use Permit and Coastal Development Permit Resolution Number 5770, please see attached

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

# OWNER'S AFFIDAVIT

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

STATE OF CALIFORNIA  
 COUNTY OF LOS ANGELES

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

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

Jonathan Tolkin

Print Name

51 W. Dayton Street, Suite 100, Pasadena, CA 91105

Mailing Address

626-833-0450 jtolkin@talkingroup.com

Telephone/email

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_, proved to me

on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature \_\_\_\_\_  
*Notary Public*

SEAL

## Fee Schedule Summary

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

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

**Coastal Development Permit**

<input checked="" type="checkbox"/>	Public hearing – no other discretionary approval required:	\$ 4,673	✉
<input checked="" type="checkbox"/>	Public hearing – other discretionary approvals required:	2,061	✉
	No public hearing required – administrative:	1,274	✉

*(fee applicable)*

**Use Permit**

Use Permit:		\$ 6,137	✉
Master Use Permit:		9,468	✉
Master Use Permit Amendment:		4,915	✉
Master Use Permit Conversion:		4,512	✉

**Variance**

Filing Fee:		\$ 5,934	✉
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**Minor Exception**

Without notice:		\$ 1,418	
With notice:		1,908	✉

**Subdivision**

Certificate of Compliance:		\$ 1,586	
Final Parcel Map + mapping deposit:		513	
Final Tract Map + mapping deposit:		710	
Mapping Deposit (paid with Final Map application):		500	
Merger of Parcels or Lot Line Adjustment:		1,106	
Quimby (Parks & Recreation) fee (per unit/lot):		1,817	
Tentative Parcel Map (4 or less lots / units) No Public Hearing:		1,276	
Tentative Parcel Map (4 or less lots / units) Public Hearing:		3,470	✉
Tentative Tract Map (5 or more lots / units):		3,960	✉

**Environmental Review (contact Planning Division for applicable fee)**

Environmental Assessment (no Initial Study prepared):		\$ 215	
Environmental Assessment (if Initial Study is prepared):		3,006	
Fish and Game/CEQA Exemption County Clerk Posting Fee <sup>2</sup> :		75	

<input checked="" type="checkbox"/>	Public Hearing Notice applies to all projects with public hearings and covers the City's costs of envelopes, postage and handling the mailing of public notices. Add this to filing fees above, as applicable:	\$ 69	
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<sup>2</sup>Make a separate \$75 check payable to LA County Clerk, (DO NOT PUT DATE ON CHECK)

**Attachment to Metlox, LLC Application  
for  
Amendment to Master Use Permit and Coastal Development Permit  
Resolution Number 5770  
451 Manhattan Beach Blvd and 1200 Morningside Drive**

The following modifications to the Master Use Permit and Coastal Development Permit Resolution Number 5770 are requested:

1) It is requested that Section 25( B) be modified to permit the space currently occupied by Nick's Restaurant (previously Junior's Deli, Sashi and Chez Soi), Space No. D-126, approximately 4,723 rentable square feet of building area, to be divided into two (2) separate restaurants as may be necessary in the future. This would permit a large restaurant space that has not been successful to be leased to two smaller restaurants with a higher likelihood for success and also add to the variety of uses on the plaza.

2) It is requested that Section 25 be modified to permit the space occupied by Kasai Salon (previously Salon Brit), Space No. B210, approximately 2,028 rentable square feet of building area, which includes a large trellis covered patio area, to be integrated into the restaurant below, currently Petros' Greek Cuisine, and be used for additional dining area to accommodate large parties, meetings, and special occasions and events.

3) It is requested that Section 25 be modified to permit the space occupied by Waterleaf, Space No. 130 and 1210 Morningside, approximately 1,638 rentable square feet of building area and 1,195 rentable square feet of building area, respectively, to be used either as a café or small bistro style restaurant where outside seating area would utilize the large level patio areas. This use would generate more pedestrian interest and activity on the public plaza and enhance the European town square nature of the plaza. Additionally, it is requested that this Section be modified to permit the Morningside portion of this space to be used for service-oriented commercial uses, like a bank branch. This will permit a space with little pedestrian traffic on Morningside, across from an office building without ground floor uses, to be leased to a business that is a destination not supported by pedestrian traffic.

4) It is requested the Amendment to the Master Use Permit and Coastal Development Permit contain a provision that gives the City Manager the ability to approve future modifications requested by Metlox, LLC to the provisions of Sections 25 thru 32 of Resolution 5770 provided such requested modifications are consistent with the then applicable property zoning.

These proposed use modifications will allow Metlox to maintain a vibrant tenant mix of successful businesses that will enhance the appeal of this community amenity. Further, they allow Metlox's uses to evolve with the times as tastes and leisure and consumption patterns evolve, thereby continuing economic and financial vitality.

**RESOLUTION NO. PC 18-01**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF  
MANHATTAN BEACH APPROVING A MASTER USE PERMIT  
AMENDMENT TO MODIFY THE EXISTING USES AND ALLOW  
ADDITIONAL RESTAURANTS AT THE METLOX SITE –451  
MANHATTAN BEACH BOULEVARD (Metlox, LLC c/o Tolkin Group)**

**THE PLANNING COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The Planning Commission hereby makes the following findings:

- A. Metlox, LLC c/o Tolkin Group (the applicant) is seeking approval of an Amendment to a Master Use Permit to allow modifications of existing uses. The proposed project is a modification of the previously approved Master Use Permit (City Council Resolution No. 5770). Specifically, the applicant is requesting conversion of existing retail and personal service uses to restaurant uses, including increasing the number of restaurants, and increasing the restaurant square footage with indoor and outdoor dining and alcohol consumption, allowing personal service, personal improvement service and bank uses on the ground floor and allowing the City Manager the flexibility to administratively modify certain conditions of approval for the Metlox site- 451 Manhattan Beach Boulevard.
- B. The Planning Commission conducted a public hearing regarding the proposed project at their regularly scheduled meeting on January 24, 2018, discussed the proposed project, closed the public hearing and directed staff to bring back a resolution of approval with revised conditions on February 14, 2018. The public hearing was advertised pursuant to applicable law and testimony was invited and received. At the meeting of February 14, 2018, the Planning Commission reviewed the Draft Resolution and conditions and adopted Resolution No. PC 18-01 approving a Master Use Permit amendment for a portion of the request, modifying some of the existing uses to allow an increase in the number of restaurants, more indoor and outdoor restaurant square footage, but no outdoor second floor restaurant dining, and allow personal service, and personal improvement service on the ground floor, but not a bank on the ground floor on Morningside Drive.
- C. The subject property is located within the City of Manhattan Beach Coastal Zone, and the Coastal Development Permit for the Master Use Permit was issued by the California Coastal Commission. The decision on the proposed project will be forwarded to the Coastal Commission for consideration and determination if an amendment to their Coastal Development Permit is required.
- D. A Master Use Permit amendment is required for any modification request to conditions of approval to a Master Use Permit.
- E. The project will not individually nor cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.
- F. The applicant is Metlox, LLC c/o Tolkin Group and the property owner is the City of Manhattan Beach.
- G. The following is a summary of some of the key milestones for the Metlox site:
  - 1995-96: The City Council authorized development of the Downtown Strategic Action Plan (DSAP) to provide a comprehensive approach and community vision for the Downtown including the Metlox site
  - 1997-98: The City purchased the Metlox property to control development and master plan the site
  - 1998-2001: Numerous public meetings and workshops held to solicit public input on the site and Downtown.
  - December 1998: The City selected the Tolkin Group as a development partner
  - April 2001: The City Council certified the EIR

- April 2002: The City Council approved the Disposition and Development Agreement (DDA)/Ground Lease
- July 2002: Master Use Permit and Coastal Development Permit for the Metlox project approved by the City Council
- November 2002: California Coastal Commission denied the appeal of the Coastal Development Permit, and unanimously approved the Permit
- February 2003: Groundbreaking for the Metlox parking structure
- 2004: Grand opening of public parking structure with 460 parking spaces, Shade Hotel and Metlox commercial buildings started construction
- December 2005- Ribbon cutting and grand opening for the Metlox Center

- H. The City Council will review the Disposition and Development Agreement (DDA) and determine if any revisions are required.
- I. Pursuant to CEQA Guidelines Section 15301, the proposed project qualifies for a Class 1 Categorical Exemption because the Master Use Permit Amendment authorizes the continued operation of an existing facility, with a negligible expansion of the presently existing use of the property. Per Section 15162 (a), since a prior EIR was certified by the City on April 17, 2001 when the original Metlox development was approved no new subsequent EIR is required to be prepared for the current Amendment.
- J. The property is located within Area District III and is zoned Downtown Commercial. The properties to the west and south are also zoned Downtown Commercial, the properties to the north are zoned Downtown Commercial and Public and Semipublic, and the properties to the east are zoned Open Space. Further east past Valley/Ardmore and the Veterans parkway is zoned single-family residential.
- K. The General Plan designation for the property is Downtown Commercial.
- L. The proposed project will continue to offer a mix of uses and keep a strong relationship between the public and outdoor areas as originally approved. The request to convert one of the Waterleaf tenant spaces facing Morningside Drive to a bank was not approved since the Planning Commission felt that the use would not complement the mix of uses in Metlox and may create a low-activity space on the weekends and/or evenings. The second floor outdoor dining was not approved as the Commission had concerns with noise and other potential neighborhood impacts, and compatibility with the Downtown Specific Plan. The Commission also did not approve the request for the City Manager to approve modifications administratively as the Commission felt that public input was important for major changes and there is already some administrative flexibility in the Master Use Permit.
- M. This Resolution, upon its effectiveness, constitutes an Amendment to the Master Use Permit for the subject property. This Resolution amends limited conditions No's. 25 B and 38 of City Council Resolution No. 5770, all other conditions remain effective and in full force. Previous approvals and all conditions in PC No. 08-08 (Le Pain), PC No. 06-20 (Petros), and PC No. 14-0064 (Shade Hotel) as well as all other conditions of Resolution No. 5770 remain effective and in full force, except as amended specifically herein.
- N. Based upon State law, and MBLCP Section A.84.050, relating to the Master Use Permit Amendment application for the proposed project, the following findings are hereby made:
  - 1. The proposed location of the use is in accord with the objectives of this title and the purposes of the district in which the site is located, since the proposed amendment is consistent with the Downtown Commercial (CD) Zone designation. The Downtown Commercial (CD) zone provides opportunities for residential, commercial, public and semipublic uses that are appropriate for the downtown area. This district is intended to accommodate a broad range of community businesses and to serve beach visitors. The proposed project will strengthen the city's economic base, but also protect small businesses that serve city residents. The proposed project is intended to create a suitable environment for various types of commercial uses, and protect surrounding residential uses from the potential adverse effects of inharmonious uses by minimizing the impact of commercial

development on adjacent residential districts. Additionally, the proposed project is intended to accommodate a broad range of community businesses and serves beach visitors.

2. The proposed location of the use and the proposed conditions under which it would be operated or maintained will be consistent with the General Plan; will not be detrimental to the public health, safety or welfare of persons residing or working on the proposed project site or in or adjacent to the neighborhood of such use; and will not be detrimental to properties or improvements in the vicinity or to the general welfare of the City since, the proposed amendment is consistent with the following General Plan Goals and Policies for the Commercial Downtown designation. The proposed project is already a commercial use and the Amendment modifies the mix of commercial uses. Amending the Master Use Permit will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the proposed uses due to conditions imposed that limit square footages and do not allow outdoor second floor dining or bank uses adjacent to the ground floor public sidewalk. There will be no negative impact on properties or improvements in the vicinity, or on the general welfare of the City due to the conditions on the project.

**GOALS AND POLICIES: LAND USE**

Policy 2.3: Protect public access to and enjoyment of the beach while respecting the privacy of beach residents.

Policy 4.1: Protect all small businesses throughout the City which serve City residents.

Policy 5.1: The City recognizes the need for a variety of commercial development types and has designated areas appropriate for each. The City shall encourage development proposals which meet the intent of these designations.

Policy 5.2: Require the separation or buffering of low-density residential areas from businesses which produce noise, odors, high traffic volumes, light or glare, and parking through the use of landscaping, setbacks, and other techniques.

GOAL 6: CONTINUE TO SUPPORT AND ENCOURAGE THE VIABILITY OF THE "DOWNTOWN" AREA OF MANHATTAN BEACH.

Policy 6.1: Encourage the upgrading and expansion of business in the Downtown area to serve as a center for the community and to meet the needs of beach area residents.

Policy 6.2: Develop and encourage the use of design standards for the Downtown area to improve its visual identification as a unique commercial area.

GOAL 7: PROTECT EXISTING RESIDENTIAL NEIGHBORHOODS FROM THE INTRUSION OF INAPPROPRIATE AND INCOMPATIBLE USES.

3. The proposed use will comply with the provisions of this title, including any specific condition required for the proposed use in the district in which it would be located since, the required notice and public hearing requirements have been met, all of the required findings have been addressed, and conditions will be required to be met prior to the issuance of a certificate of occupancy. The proposed amendment is within the scope of the original approved Master Use Permit.
4. The proposed use will not adversely impact nor be adversely impacted by nearby properties. Potential impacts are related but not necessarily limited to: traffic, parking, noise, vibration, odors, resident security and personal safety, and aesthetics, or create demands exceeding the capacity of public services and facilities which cannot be mitigated. All of the potential impacts related to the proposed project were evaluated and addressed in the Certified EIR. The Mitigation Measures applicable to the proposed amendment will all be complied with. Conditions to conform to applicable Code standards will apply. The proposed amendment will not alter the fundamental use, purpose, or character of Metlox since it is within the original approval because there will be no change in the hours of



operation, changes requested are within existing tenant spaces, the proposed amended use complies with required parking, and will not create adverse impacts on traffic or create demands exceeding the capacity of public services and facilities.

O. Based on the MBLCP Sections A.96.150 the following findings are made:

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, since the project is consistent with the following applicable policies from Chapter 4 of the Local Coastal Program:

**I. COASTAL ACCESS POLICIES**

**A. Access Policies**

Policy I.A.1: The City shall maintain the existing vertical and horizontal accessways in the Manhattan Beach Coastal Zone.

Policy I.A.3: The City shall preserve pedestrian access systems including the Spider Web park concept (Spider Web park concept: a linear park system linking the Santa Fe railroad right-of-way jogging trail to the beach with a network of walkstreets and public open spaces. See Figure NR-1 of the General Plan).

**B. Transit Policies**

Policy I.B.3: The City shall encourage pedestrian and bicycle modes as a transportation means to the beach.

**II. COASTAL LOCATING AND PLANNING NEW DEVELOPMENT POLICIES**

Policy II.1: Control Development within the Manhattan Beach coastal zone.

**A. Commercial Development**

Policy II.A.2: Preserve the predominant existing commercial building scale of one and two stories, by limiting any future development to a 2-story maximum, with a 30' height limitation as required by Sections A.04.030, A.16.030, and A.60.050 of Chapter 2 of the Implementation Plan.

Policy II.A.3: Encourage the maintenance of commercial area orientation to the pedestrian.

The Final EIR for the Civic Center/Metlox project also provides a discussion on consistency with the policies of the LCP.

SECTION 2. The Planning Commission hereby APPROVES the subject Master Use Permit Amendment subject to the following conditions.

***General Conditions***

1. The proposed project shall be in substantial conformance with the modification request, as approved by the Planning Commission on February 14, 2018, subject to any special conditions set forth below. The Director of Community Development ("Director" hereinafter) shall determine whether any deviation from the approved project is substantial which requires an amendment to the Master Use Permit or any other discretionary entitlements. Any substantial deviation from the approved plans or Project description shall require approval from the Planning Commission.

***Land Use***

(This condition replaces Condition 25 A and B – City Council Resolution No. 5770)

2. The following land uses and maximum square footages, as defined and approved by the DDA/Ground Lease, and shall be allowed:
  - A) Retail Sales and services, including food service uses, 20,000 square feet total maximum, including:
    - a) Retail sales;
    - b) Personal Services;
    - c) Retail/specialty food service uses that are non-destination type establishments such as a bakery, tea salon, coffee house, ice cream shop, yogurt, candy, cookies, juices, and other similar limited specialty food items. Each business is limited to a maximum of 300 square feet of outdoor seating area, including table, chairs and benches, within the Town Square and Public Areas:
    - d) Limited Personal Improvement Services, such as yoga studios, spin studios, pilates and personal training are permitted in Building C, 1200 Morningside Drive and 451 Manhattan Beach Boulevard, Suite C: and,
    - e) Similar uses identified as permitted (by right) in the underlying zoning district (CD) which are not included in this Master Use Permit shall be left to the discretion of the Director of Community Development.
  - B) Eating and Drinking Establishments (restaurants), 14,432 square feet total maximum, (including 9,916 square feet maximum dining/seating area regardless of whether located indoors or outdoors). All second floor outdoor dining is prohibited.

**Alcohol**

(This condition replaces Condition 38 – City Council Resolution No. 5770, as amended by Condition No. 6 in Resolution No. PC 08-08)

3. All restaurants may provide full liquor service, which is incidental to, and in conjunction with, the service of food. Service of alcohol at the restaurants shall be in conjunction with the service of food at all times during all hours of operation.

**Procedural**

4. *Expiration.* Unless appealed to the City Council, the subject Master Use Permit Amendment shall become effective after expiration of the time limits for appeal [] established by Manhattan Beach Municipal Code and authorization by the California Coastal Commission.
5. *Terms and Conditions are Perpetual; Recordation of Covenant.* The provisions, terms and conditions set forth herein are perpetual, and are binding on the Applicant, its successors-in-interest, and, where applicable, all tenants and lessees of the site. Further, the Applicant shall submit to the City for recordation a covenant indicating its consent to the conditions of approval of this Resolution with the Office of the County Clerk/Recorder of Los Angeles. The covenant is subject to review and approval by the City Attorney. APPLICANT shall deliver the executed covenant, and all required recording fees, to the Department of Community Development within 30 days of the adoption of this Resolution. If APPLICANT fails to deliver the executed covenant within 30 days, this Resolution shall be null and void and of no further effect. Notwithstanding the foregoing, the Director may, upon a request by APPLICANT, grant an extension to the 30-day time limit.
6. *Review.* All provisions of the Use Permit, as amended by this Resolution No. PC 18-01 are subject to review by the Community Development Department 6 months after occupancy and yearly thereafter. At any time in the future, the Planning Commission or City Council may review the Use Permit for the purposes of revocation or modification. Modification may consist of conditions deemed reasonable to mitigate or alleviate impacts to adjacent land uses.
7. *Indemnity, Duty to Defend and Obligation to Pay Judgments and Defense Costs, Including Attorneys' Fees, Incurred by the City.* APPLICANT shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, volunteers, agents, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any

claims, damages, actions, causes of actions, lawsuits, suits, proceedings, losses, judgments, costs, and expenses (including, without limitation, attorneys' fees or court costs) in any manner arising out of or incident to this approval, related entitlements, or the City's environmental review thereof. APPLICANT shall pay and satisfy any judgment, award or decree that may be rendered against City or the other Indemnitees in any such suit, action, or other legal proceeding. The City shall promptly notify APPLICANT of any claim, action, or proceeding and the City shall reasonably cooperate in the defense. If the City fails to promptly notify APPLICANT of any claim, action, or proceeding, or if the City fails to reasonably cooperate in the defense, APPLICANT shall not thereafter be responsible to defend, indemnify, or hold harmless the City or the Indemnitees. The City shall have the right to select counsel of its choice. APPLICANT shall reimburse the City, and the other Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Nothing in this Section shall be construed to require APPLICANT to indemnify Indemnitees for any Claim arising from the sole negligence or willful misconduct of the Indemnitees. In the event such a legal action is filed challenging the City's determinations herein or the issuance of the approval, the City shall estimate its expenses for the litigation. APPLICANT shall deposit that amount with the City or enter into an agreement with the City to pay such expenses as they become due.

**SECTION 3** The entitlements conferred by this Resolution shall lapse five years after the date of this resolution, unless the subject improvements are installed or the Applicant seeks an extension pursuant to Municipal Code Section 10.84.090.

**SECTION 4** Pursuant to Public Resources Code Section 21089(b) and Fish and Game Code Section 711.4(c), the Project is not operative, vested or final until the required filing fees are paid.

**SECTION 5** The Planning Commission's decision is based upon each of the totally independent and separate grounds stated herein, each of which stands alone as a sufficient basis for its decision.

**SECTION 6** The Secretary shall certify to the adoption of this Resolution and shall forward a copy of this Resolution to the applicant. The Secretary shall make this resolution readily available for public inspection.

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 **February 14, 2018**, and that said Resolution was adopted by the following vote:

**AYES: Morton, Fournier, Apostol**

**NOES: Seville-Jones, Burkhalter**

**ABSTAIN: None**

**ABSENT: None**

/s/Anne McIntosh

**Anne McIntosh**  
Secretary to the Planning Commission

/s/Rosemary Lackow

**Rosemary Lackow**  
Recording Secretary



# MASTER APPLICATION FORM

CITY OF MANHATTAN BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT

**Office Use Only**

Date Submitted:  
Received By:  
F&G Check Submitted:

451 Manhattan Beach Boulevard, Manhattan Beach CA 90266

**Project Address**  
Metlox Property, Legal description not provided in draft Resolution PC No. 18-

**Legal Description**  
CD Downtown Commercial District  
**General Plan Designation**

CD III  
**Zoning Designation** **Area District**

For projects requiring a Coastal Development Permit, select one of the following determinations<sup>1</sup>:

**Project located in Appeal Jurisdiction**      **Project not located in Appeal Jurisdiction**  
 Major Development (Public Hearing required)       Public Hearing Required (due to UP, Var, ME, etc)  
 Minor Development (Public Hearing, if requested)       No Public Hearing Required

**Submitted Application (check all that apply)**

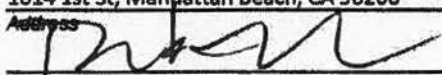
<input checked="" type="checkbox"/> Appeal to PC/PPIC/BBA/CC	4225	<input checked="" type="checkbox"/> Use Permit (Residential)	4330
<input type="checkbox"/> Coastal Development Permit	4341	<input type="checkbox"/> Use Permit (Commercial)	4330
<input type="checkbox"/> Continuance	4343	<input checked=""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

**Fee Summary: (See fees on reverse side)**

Total Amount: \$ \_\_\_\_\_ (less Pre-Application Fee if applied within past 3 months)  
Receipt Number: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Cashier: \_\_\_\_\_

**Applicant(s)/Appellant(s) Information**

**Donald McPherson**  
Name  
1014 1st St, Manhattan Beach, CA 90266  
Mailing Address  
Nearby resident  
Applicant(s)/Appellant(s) Relationship to Property

**Donald McPherson** Cell: 310 487 0383, dmcphersonla@gmail.com  
Contact Person (include relation to applicant/appellant) Phone number / email  
1014 1st St, Manhattan Beach, CA 90266  
Address  
  
Applicant(s)/Appellant(s) Signature Cell: 310 487 0383, dmcphersonla@gmail.com  
Phone number / email

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

- 1) Appeal of Metlox Master Use Permit Amendment, Reso. No. PC.18-XX, 14 Feb. 2018
- 2) Please see the attached summary for a description of the appeal.

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

CITY CLERK'S OFFICE  
MANHATTAN BEACH, CA

2018 FEB 22 PM 2:02

RECEIVED

# APPELLANT AFFIDAVIT

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

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

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

[Signature]  
Signature of appellant

Donald McPherson  
Print Name

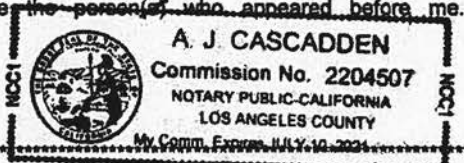
1014 1st St, Manhattan Beach, CA 90266  
Mailing Address

Cell: 310 487 0383, dmcphersonla@gmail.com  
Telephone/email

Subscribed and sworn to (or affirmed) before me this 22nd day of February, 2018  
by Donald McPherson

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]  
Signature  
Notary Public



## Fee Schedule Summary

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

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

<b>Coastal Development Permit</b>	
Public hearing – no other discretionary approval required:	\$ 4,727 <input checked="" type="checkbox"/>
Public hearing – other discretionary approvals required:	2,083 <input checked="" type="checkbox"/>
No public hearing required – administrative:	1,287 <input checked="" type="checkbox"/>
<b>Use Permit</b>	
Use Permit:	\$ 6,207 <input checked="" type="checkbox"/>
Master Use Permit:	9,578 <input checked="" type="checkbox"/>
Master Use Permit Amendment:	4,972 <input checked="" type="checkbox"/>
Master Use Permit Conversion:	4,564 <input checked="" type="checkbox"/>
<b>Variance</b>	
Filing Fee:	\$ 6,001 <input checked="" type="checkbox"/>
<b>Minor Exception</b>	
Without notice:	\$ 1,434
With notice:	1,929 <input checked="" type="checkbox"/>
<b>Subdivision</b>	
Certificate of Compliance:	\$ 1,604
Final Parcel Map + mapping deposit:	520
Final Tract Map + mapping deposit:	720
Mapping Deposit (paid with Final Map application):	500
Merger of Parcels or Lot Line Adjustment:	1,119
Quimby (Parks & Recreation) fee (per unit/lot):	1,817
Tentative Parcel Map (4 or less lots / units) No Public Hearing:	1,291
Tentative Parcel Map (4 or less lots / units) Public Hearing:	3,511 <input checked="" type="checkbox"/>
Tentative Tract Map (5 or more lots / units):	4,007 <input checked="" type="checkbox"/>
<b>Environmental Review (contact Planning Division for applicable fee)</b>	
Environmental Assessment (no Initial Study prepared):	\$ 215
Environmental Assessment (if Initial Study is prepared):	3,040
Fish and Game/CEQA Exemption County Clerk Posting Fee <sup>2</sup> :	75
<input checked="" type="checkbox"/> Public Hearing Notice applies to all projects with public hearings and covers the City's costs of envelopes, postage and handling the mailing of public notices. Add this to filing fees above, as applicable:	\$ 70

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

21 February 2018

Mayor Amy Howorth  
City Council  
City of Manhattan Beach  
Via: Personal Delivery

Subject: Appeal of Metlox Master Use Permit Amendment, Reso. No. PC 18-XX, 14 Feb. 2018

Mayor Howorth and Councilmembers,

My appeal addresses regulation violations in the subject resolution that will:

- 1) Violate the California Environmental Quality Act ["CEQA"]; and,
- 2) Exceed the scope of the notice for the January 24, 2018 public hearing.

The city council cannot make the required findings for the Master Use Permit ["MUP"] amendment, Resolution No. PC 18-XX ["Resolution"], pursuant to MBMC 10.84.060(A).

**CEQA VIOLATION: CLASS 1 CATEGORICAL EXEMPTION.**

Resolution Section 1(l) states that the project qualifies for a Class 1 Categorical Exemption, "...with a negligible expansion of the presently existing use of the property."

The new Conditions 2(B) and 3 greatly expand the Eat & Drink use, as follows:

- 1) Gross restaurant space increased from 8,000 SF to 14,432 SF, 80% more;
- 2) Seating area increased from 6,400 SF to 9,916 SF, 55% more;
- 3) Alcohol service area expanded by more than 55% and,
- 4) Additional 51 parking spaces required, increasing the current total of 330 spaces by 16%.

The alcohol service area will expand by more than 55%, because Condition 3 adds alcohol to all Metlox Eating and Drinking use, including those that do not now serve alcohol. The Resolution fails to address these non-alcohol restaurants, and CEQA does not permit

piecemealing in environmental review. [14 CCR §15162]

Per CEQA regarding a Class 1 exemption, "*The key consideration is whether the project involves negligible or no expansion of an existing use.*" [14 CCR §15301]

**Expansions of Eat & Drink areas by 55%, alcohol service areas over 55% and parking 16% do not equate to 'negligible'.**

**CEQA VIOLATION: SUBSEQUENT EIR**

The Resolution cites CEQA Guidelines §15162(a), which under certain circumstances, may waive environmental review of an existing EIR, such as Metlox's.

One of those conditions requires no "...substantial increase in the severity of previously identified significant effects. [14 CCR §15162(a)(1)]

When the Metlox EIR approved in 2002, no one could possibly anticipate Shade Hotel operating as a public nuisance from 2005 through 2014. In a 2009 public hearing, one planning commissioner stated Shade Hotel had 'traumatized' the adjoining residential neighborhood.

The "*whole record*" of many public hearings on Shade Hotel mandates environmental review of the proposed amendment to the MUP, to further expand Eat & Drink use. [*ibid.*]

**BROWN ACT VIOLATION: SCOPE OF PUBLIC NOTICE.**

The public notice and the staff report for the January 24 public hearing limited the amendment to expanding Eat & Drink use in four businesses: Nicks, Petros, Kasai Hair Studio and Waterleaf.

Resolution Condition 3 exceeds the scope of the public notice, by enabling alcohol service to all Metlox restaurants, including those currently not permitted to serve alcohol.

As noted above, the city must conduct an environmental review of all expansions.

**BROWN ACT VIOLATION: RESOLUTION MODIFICATION AFTER PUBLIC HEARING CLOSED.**

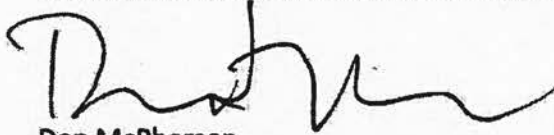
The staff report for the January 24 hearing cited only CEQA Guidelines §15162(a), Subsequent EIRs and Negative Declarations, to justify not conducting environmental review.

After the public hearing closed, staff added to the Resolution, the Class 1 categorical exemption, as justification for not conducting an environmental review.

This denied the public from challenging the Class 1 exemption, which per above, constitutes an incontrovertible argument that the project does involve expansions of Eat & Drink use that could have a significant effect on the environment.

I look forward to bringing this appeal before the city council.

Thanks for your careful consideration of the facts,



Don McPherson,  
1014 1<sup>st</sup> St, Manhattan Beach CA 90266  
Cell: 310 487 0383  
[dmcphersonla@gmail.com](mailto:dmcphersonla@gmail.com)



City of Manhattan Beach  
Central Cashiering  
1400 Highland Ave  
Manhattan Beach, CA 90266  
310-802-5550

Welcome to the City of Manhattan Beach

002407-0042 Toni P. 02/22/2018 02:09PM

**PROFILES**

Payment Tran Code: MASTER  
APPLICATION (0099)  
Description: METLOX  
PROPERTIES

MASTER APPLICATION 500.00

100-3704 500.00C

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500.00

Subtotal 500.00  
Total 500.00

CHECK 500.00  
Check Number 4311

-----  
Change due 0.00

Paid by: MCPHERSON, DONALD/JEANNE

Thank you for your payment!  
[www.citymb.info](http://www.citymb.info)



CUSTOMER COPY  
DUPLICATE RECEIPT



# METLOX, LLC

51 West Dayton Street, Suite 100  
Pasadena, CA 91105

February 3, 2015 (updated August 8, 2017)

## Via UPS

Mark Danaj, City Manager  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, CA 90266

Re: Disposition and Development Agreement and Ground Lease (“Ground Lease”)  
dated May 15, 2002, as amended (Metlox Project)

As you know, we have been interested in making minor adjustments to the permitted uses at Metlox in order to maintain a vibrant tenant mix of successful and appealing businesses. This letter constitutes Tenant’s request to modify the uses established for the occupancy of the Buildings pursuant to Section 6.2(b) of the Ground Lease.

Specifically, Tenant’s requested modifications are as follows:

- 1) It is requested that Section 6.2(a)(ii) be modified to permit the space currently occupied by Nick’s Restaurant (previously Junior’s Deli, Sashi and Chez Soi), Space No. D-126, approximately 4,487 square feet of floor area, to be divided into two (2) separate restaurants as may be necessary in the future. This would permit a large restaurant space that has not been successful to be leased to two smaller restaurants with a higher likelihood for success and also add to the variety of uses on the plaza.
- 2) It is requested that Section 6.2(a)(ii) be modified to permit the space occupied by Kasai Salon (previously Salon Brit), Space No. B210, approximately 1,724 square feet of floor area, which includes a large trellis covered patio area, to be integrated into the restaurant below, currently Petros’ Greek Cuisine, and be used for additional dining area to accommodate large parties, meetings, and special occasions and events.
- 3) It is requested that Section 6.2(a)(ii) be modified to permit the space occupied by Waterleaf, Space No. 130 and 1210 Morningside, approximately 1,556 square feet of floor area and 1,135 square feet of floor area, respectively, to be used either as a café or small bistro style restaurant where outside seating area would utilize the large level patio areas. This use would generate more pedestrian interest and activity on the public plaza and enhance the European town square nature of the plaza. Additionally, it is requested that Section 6.2(a)(iii) be modified to permit the Morningside portion of this space to be used for service-oriented commercial uses, like a bank branch. This will permit a space with little pedestrian traffic on Morningside, across

from an office building without ground floor uses, to be leased to a business that is a destination not supported by pedestrian traffic.

Page 2 of 2  
February 3, 2015

4) It is requested that Section 6.2(a)(ii) be modified to permit the space occupied by Beehive, Space No. B100, approximately 2,017 square feet of floor area, to be used either as a café or small restaurant where outside seating area would utilize the large level patio areas. This use would be more appropriate at this location where pedestrian traffic is minimal, making it difficult support a retail use especially as trends lean toward elimination of bricks and mortar retail.

5) It is requested the Amendment or Modification to the Ground Lease, the Master Use Permit and Coastal Development Permit contain a provision that gives the City Manager the ability to approve future modifications requested by Metlox, LLC to the provisions of Sections 6 of the Ground Lease and Sections 25 thru 32 of Resolution 5770, Master Use Permet, provided such requested modifications are consistent with the then applicable property zoning.

These proposed use modifications will allow Metlox to maintain a vibrant tenant mix of successful businesses that will enhance the appeal of this community amenity. Further, they allow Metlox's uses to evolve with the times as tastes and leisure and consumption patterns evolve, thereby continuing the successful financial venture for the City of Manhattan Beach and Metlox, LLC, and hopefully increasing Profit Participation Rent payable to the City.

Reference is made to the agreement referenced above ("Ground Lease"). Capitalized terms used in this letter and not otherwise defined shall have the same definitions as set forth in the Ground Lease.

Please call me if you have any questions regarding the foregoing. We look forward to working with you to 1) amend to the Ground Lease, and 2) to modify the Master Use Permit .

Sincerely,

METLOX LLC,  
a California limited liability company

Jonathan Tolkin,  
Manager

**Attachment 7**

**Web-Link :  
Planning Commission Staff Report, Minutes and Public Comments for the  
January 24, 2018 Meeting**

Please click on the following link to view the Planning Commission documents of  
January 24, 2018:

[http://cms6ftp.visioninternet.com/manhattanbeach/commissions/planning\\_commission/2018/20180124/20180124-3.pdf](http://cms6ftp.visioninternet.com/manhattanbeach/commissions/planning_commission/2018/20180124/20180124-3.pdf)

## **Attachment 8**

### **Web-Link : Planning Commission Staff Report, Minutes and Public Comments for the February 14, 2018 Meeting**

Please click on the following link to view the Planning Commission documents of February 14, 2018:

[http://cms6ftp.visioninternet.com/manhattanbeach/commissions/planning\\_commission/2018/20180214/20180214-2.pdf](http://cms6ftp.visioninternet.com/manhattanbeach/commissions/planning_commission/2018/20180214/20180214-2.pdf)

## **Attachment 9**

### **Web-Link : Public Comments – February 14, 2018 Planning Commission Meeting**

Please click on the following link to view the public comments of the February 14, 2018 Planning Commission Meeting:

<https://www.citymb.info/Home/ShowDocument?id=35137>



## **Agenda Item No. 8**

**Update on the Manhattan Village Mall (Oral Presentation  
by the Manhattan Village Mall).**





**Agenda Date:** 4/3/2018

---

**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Anne McIntosh, Community Development Director  
Dana Murray, Environmental Programs Manager

**SUBJECT:**

Approve Composition and Roles for City's Sustainability Task Force 2018-2019 (Community Development Director McIntosh).

**APPROVE**

---

**RECOMMENDATION:**

Staff recommends that City Council approve the framework for Sustainability Task Force for 2018-2019, including purpose, composition, roles, duties and procedures (Attachments 1 & 4).

**FISCAL IMPLICATIONS:**

Staff support for the Sustainability Task Force will require approximately fifty percent of the Environmental Manager's time. However, the Task Force itself and its individual members will actively advance the Environmental Work Plan (Attachment 2) approved by the City Council. This will minimize the use of outside consultants and other paid staff to execute certain tasks, from research and analysis to public outreach and education.

**BACKGROUND:**

Manhattan Beach has a long history of environmental leadership, policy, and stewardship, both as a community and as a government agency. The vision for the sustainability movement in the City came from City's 2007 Environmental Task Force, which was "to unite the community in a comprehensive effort to promote sustainable living in the City of Manhattan Beach, and led to the development of the City's 2008 Green Report.

The City's 2018-2020 Environmental Work Plan was presented to City Council at their meeting on November 7, 2017, and approved at the City Council Environmental Study Session on January 31, 2018. Included in the Environmental Work Plan is a proposal for the Environmental Programs Manager to form a technical, working task force to assist the City on a variety of

environmental sustainability topics/issues areas. At the January 31st study session, City Council approved staff moving forward to establish a Task Force and bring back the criteria and process for which staff will use to appoint members.

The role and duties of Sustainability Task Force members are to provide technical expertise in environmental sustainability topics and provide original research and analysis to help form initiatives and policy recommendations to the City Council regarding environmental sustainability issues.

**DISCUSSION:**

Since the Environmental Study Session, staff created a Sustainability Task Force (STF) application for community members (Attachment 3) and promoted the opportunity through a number of avenues, which are outlined in the Outreach section of this report. The purpose of this working task force is to assist the City in developing long-term sustainability goals, share technical skills and lessons learned from previous environmental and sustainability pursuits, and contribute to the development of policies and programs related to a variety of topics, including (but not limited to):

- climate action and energy
- low-impact development and sustainable building
- plastic pollution reduction
- smart water management; and
- climate adaptation and resiliency.

On the Task Force Application, applicants were asked to indicate their expertise and background in specific issue areas. STF members will serve the City in a technical working group for a term of up to twelve months with the possibility to extend service at the end of one year. At the onset, the STF will meet once a month. As needed, the STF may hold working meetings prior to the monthly meetings, most often in subject-area subcommittees.

The City sought a diverse cross-section of community stakeholders from business, scientific, non-profit, environmental, and education fields with professional experience, demonstrated expertise, education, or volunteer experience in at least one of the key sustainability areas listed above. Proposed Members selected by the City's Environmental Sustainability Division applied through a written application process. A list of Sustainability Task Force applicants can be found as Attachment 4. In addition to community members, the STF also includes key city staff from multiple departments, appointed by the City Manager.

After reviewing applications submitted to the Environmental Programs Manager in March, staff proposes the appointment of a technical working group to comprise the Sustainability Task Force for 2018-2019, commencing meetings on April 20th, 2018.

**PUBLIC OUTREACH/INTEREST:**

Staff advertised for applications to the Sustainability Task Force through an announcement on the City's website, along with notifying residents on the City's e-notification list-serve. Staff also posted the opportunity on social media. In addition, staff announced the opportunity at the

Manhattan Beach Unified School District's Green Committee Meeting and the Downtown Manhattan Beach Business Professionals Association meeting in March, as well as directly circulating the opportunity via email to various community groups in the City.

**ENVIRONMENTAL REVIEW**

This is not a project pursuant to the California Environmental Quality Act (CEQA).

**LEGAL REVIEW**

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

**Attachments:**

1. Sustainability Task Force Guidance 2018
2. 2018-2020 Environmental Work Plan
3. MB Sustainability Task Force Application 2018
4. MB Sustainability Task Force Applicants

# Manhattan Beach

## Sustainability Task Force 2018

### **Purpose, Qualifications, & Composition**

The City's Sustainability Task Force (STF) is comprised of a diverse cross-section of community stakeholders from business, scientific, non-profit, environmental, and education fields with professional experience, demonstrated expertise, education, or volunteer experience in at least one of the key sustainability areas listed below. Members are selected by the City's Environmental Sustainability Division through a written application process. In addition to community members, the STF also includes key city staff from multiple departments, appointed by the City Manager.

The purpose of this working task force is assist the City in developing long-term Sustainability Goals, share technical skills and lessons learned from previous environmental and sustainability pursuits, volunteer at STF events, and contribute to the development of initiatives and policies related to a variety of topics including:

- climate action and energy
- low-impact development and sustainable building
- plastic pollution reduction
- smart water management; and
- climate adaptation and resiliency

### **Terms, Duties, & Environmental Work Plan**

STF members will serve the City in a technical working group for a term of 12 months with the possibility to extend service at the end of one year. The full STF will meet once a month, to start, with an adaptive meeting schedule to evolve as initiatives are pursued. As needed, the STF may hold working meetings prior to the monthly meetings, most often in subject-area sub-committees. STF members are volunteer positions and will serve without compensation.

The role and duties of STF members is to provide technical expertise in environmental sustainability topics, and provide original research and analysis to help form initiatives and policy recommendations to the City Council regarding environmental sustainability issues. Although the Environmental Work Plan for the City has already been developed and approved for 2018-2020, the STF will have a role in revising and prioritizing initiatives in the Work Plan as needed. In future years, the STF will help with the development of the City's bi-annual Environmental Work Plan. Environmental work evolves quickly, as such, the STF will need to be nimble as the group addresses issues of emerging concern.

### **Procedures & Decorum**

The City's Environmental Manager will run meetings, with City staff assisting with meeting logistics, such as taking notes. STF members may speak during City Council meetings on topics that have or have not been addressed in the STF. For STF meetings, City Staff will prepare a basic agenda and accompanying documentation in advance of STF meetings.

Everyone sees the world in a slightly different way, and individuals serving on the STF are no different. Members will have their own opinions and views on certain issues; however, all members are expected to respect the opinions and views of others on the STF, as well as pursue widely-accepted science-based recommendations and actions.

The City is honored to have STF members as part of the City's Environmental Sustainability team! STF members are valued for their volunteer service and commitment to the community, sustainability, and fellow citizens of the City of Manhattan Beach. Members of the STF play a very important role in making Manhattan Beach a healthy, livable, and sustainable place to live and work.

# 2018-2020 ENVIRONMENTAL WORK PLAN

## **MANHATTAN BEACH'S ENVIRONMENTAL PROGRAMS**

Manhattan Beach has a long history of environmental leadership, policy, and stewardship, both as a community and as a city government. In 2007, the City developed an environmental report “Working toward a Greater, Greener Manhattan Beach.” Known as the “Green Report,” this plan documents the City's environmental practices and identifies other actions that the City can consider adopting to enhance our environmental programs and policies. Following the completion of this report, the City hired its first Environmental Programs Manager in 2008 to coordinate the City's sustainability policies, and created a community Environmental Task Force to analyze priority environmental issues and make recommendations to City Council. The vision for the sustainability movement in the City came from the original Environmental Task Force “to unite the community in a comprehensive effort to promote sustainable living in the City of Manhattan Beach.” To maintain the City's significant achievements in the environmental arena, and continue growing sustainably in the future, City Council adopted the 2012-2013 Environmental Action Plan. The Environmental Action Plan covered several programs including green business, energy/renewable energy, water conservation, and pollution prevention.

The City's 2015 Strategic Plan includes **Environmental Stewardship** as one of the main objectives considered essential to the continued success of the City and its community.

*The residents of Manhattan Beach place a high value on a healthy, outdoor, and recreational life style and are committed to protecting the environment of their beautiful coastal community. The City recognizes its leadership role in environmental stewardship and works to create a built environment that compliments the natural environment. Manhattan Beach is recognized for its progressive environmental stewardship and healthy community initiatives. A healthy and active lifestyle is accessible for residents because the City is safe, sustainable and resilient.*

The City's Environmental Stewardship Governance Activities include: 1. proactively reviewing changes in environmental stewardship best practices; and 2. identifying leadership opportunities for environmental stewardship.

### ***Environmental Accomplishments, Policy Implementation, & Ongoing Programs***

The City of Manhattan Beach has made significant achievements in environmental sustainability over the past 10 years, establishing our community as an environmental leader. Among other awards, the City maintained its Platinum Level status in the South Bay Cities Council of Governments' Energy Leader Program in 2016, as well as the Beacon Awards Program, where the City of Manhattan Beach achieved Spotlight Awards in Agency Greenhouse Gas Reductions (9%) and Community Greenhouse Gas Reductions (9%), as well as recognition in the Sustainability Best Practices category. Distinguished throughout the U.S. as a plastic pollution reduction leader, the City has taken great strides to reduce the amount of single-use plastics entering our community through several policies- such as bans on expanded polystyrene (aka Styrofoam) and rigid polystyrene, single-use plastic bags, and smoking. Education and outreach on these important policies continues. The City has also implemented various energy efficiency measures, adopting a Sustainable Building Ordinance, Green Code Amendments for Zoning and Public Rights-of-Way, a Green Purchasing Plan, a Climate Action Plan, and conducted a Level III energy audit to identify how best to make our buildings and facilities more energy efficient. Moving forward, in addition to continuing these policies and programs, the City can initiate efforts on Climate Change Adaptation and Resiliency. Some of the notable environmental climate commitments in the City has made include participation in the Compact of Mayors initiative and the Paris Climate Agreement, reinforcing the City's commitment to climate action. Climate actions associated with these commitments are included in the Work Plan.

## **ENVIRONMENTAL WORK PLAN LONG-TERM SUSTAINABILITY PLANNING**

In August 2017, Dana Murray became Manhattan Beach's Environmental Programs Manager. Under her environmental leadership, we propose that the City put together an Environmental Sustainability Task Force composed of multi-departmental city staff, city council members, and community leaders. Meeting regularly throughout 2018-2020, this Task Force will assess and update the city's Environmental Sustainability Goals, including the development of a Sustainability Plan for the City. Incorporating lessons learned from the 2008 Green Report, 2012 Environmental Action Plan, and Climate Action Plans, the City's Environmental Task Force will identify and describe City environmental accomplishments, assess which sustainability goals are in progress, which goals were not achieved, and identify new environmental and sustainability goals and actions to pursue over the following five years, from 2020-2025.

### **MANHATTAN BEACH'S 2018-2020 LONG-TERM SUSTAINABILITY PLANNING GOALS**

- 1. Form an Environmental Task Force**
- 2. Assess and describe the City's last 10 years of Environmental Achievements**
- 3. Increase the City's Accountability by Utilizing a Sustainability Reporting Tool**
- 4. Develop the City's Environmental Sustainability Plan, for Adoption into the City's General Plan**
- 5. Create the City's Community and Municipal Climate Action Plan**
- 6. Identify Priority Areas for Environmental Action and Form Task Force Sub-committees**

In addition to the six long-term sustainability planning processes above, key topical areas of Manhattan Beach's 2018-2020 environmental work will include: building climate change resiliency in the City, performing a sea level rise vulnerability assessment and adaptation planning, exploring the City's renewable energy purchasing through joining a Community Choice Aggregation, continuing to reduce plastic pollution, enhancing our City's water conservation and management, and mitigating climate change through actions identified in our Climate Action Plan and Council directives.

**2018-2020 ENVIRONMENTAL WORK PLAN ONGOING & PRIORITY WORK AREAS**

TOPIC	PRIORITY ACTIONS		
<b>POLLUTION PREVENTION POLICY</b>	<b>Explore new plastic pollution reduction initiatives:</b> Straws-upon-request policy, reducing use of plastic utensils, etc.	<b>Education &amp; Outreach on existing City policies and programs</b>	<b>Conduct Business Outreach:</b> Green Business Program, SEED Awards, Business Associations
<b>CLIMATE CHANGE &amp; ENERGY</b>	<b>Consider Joining a Community Choice Aggregation (CCA):</b> enable our city’s electrical customers to purchase electricity from a higher percentage of renewable energy sources	<b>Implement Actions Associated with Climate Compact of Mayors &amp; Paris Climate Agreement</b>	<b>Consider a City Electric Vehicle Policy:</b> Policy to support EVs in the community; clarify City policy on charging for EV parking/electricity; signage; acquisition of EVs to the City fleet
<b>CLIMATE RESILIENCY</b>	<b>Form a Sea Level Rise Planning Team &amp; Explore Financing:</b> Research planning methodologies, including state funding (LCP grants) and local partnerships to pursue coastal resiliency projects. Work with CA State Lands Commission and Coastal Commission staff, as well as local and regional partners	<b>Complete a Sea Level Rise Vulnerability Assessment:</b> Use best available science and cutting-edge sea level rise models (such as CoSMoS) to assess the City’s physical, societal, economic, and ecosystem vulnerability to help assess and adapt to climate change	<b>Update the City’s Local Coastal Plan:</b> Incorporate sea level rise planning and a vulnerability assessment into the City’s LCP. Establish regular coordination and work together with Coastal Commission staff in the steps of the LCP planning process
<b>SMART WATER MANAGEMENT</b>	<b>Conduct Community Outreach &amp; Education:</b> focus on water conservation and drought-tolerant gardens	<b>Explore City Stormwater Capture &amp; Recycled Water Use:</b> Pursue Future Smart Water Management actions including stormwater capture, recycled water, and increased infiltration in the City.	<b>Consider Smart Water Policies:</b> Pursue policy updates on City low-impact ordinances, green building practices/building sustainability checklist
<b>COMMUNITY PARTNERSHIPS &amp; OUTREACH</b>	<b>Contribute to City’s Sustainability Digital Presence &amp; Outreach:</b> City’s Sustainability Webpages; Social Media Outreach; Environmental Awareness, Education, and Action Opportunities in the City and South Bay	<b>Build relationships and information sharing through Community Engagement and Partnerships</b>	<b>Increase City Cross-Departmental Collaboration:</b> Identify Opportunities for City cross-departmental collaboration
<b>EMERGING ISSUES</b>	<b>Remain nimble to incorporate and consider action on areas of emerging concern/opportunity</b>	<b>Opportunities Coming Soon:</b> Roundhouse Aquarium Environmental Education Collaboration; Beach Dune Restoration in the City	

## **1. POLLUTION PREVENTION PROGRAMS & POLICY**

**Pass policies and launch public education programs to prevent plastic pollution.** Single-use plastic convenience related to food and beverage consumption are surfacing in our neighborhoods, beaches, and ocean. It's now estimated that by 2050, there will be more plastic in the ocean by mass than fish. Plastic drink-related litter is one of the top items found at beach cleanups. In addition to aesthetic and pollution impacts, wildlife such as marine mammals, fish and birds often ingest plastic items, mistaking them for food. Manhattan Beach has taken great strides to reduce the amount of single-use plastics entering our community through several policies- such as bans on expanded polystyrene (aka Styrofoam) and rigid polystyrene, single-use plastic bags, and smoking.

- **Explore new plastic pollution reduction initiatives:** Straws-upon-request policy or paper straws only, reducing use of plastic utensils, etc.
- **Education & Outreach on existing City policies and programs:** Continued outreach on plastic pollution to support the City's polystyrene and plastic bag ban; provide supporting materials to other communities seeking to follow the City's lead and ban plastic bags and polystyrene; monitor violations of ordinance and contact businesses to gain compliance; coordinate with inspectors to identify violations; provide community with reusable bags and materials at outreach events to support the ban. Provide information and signage to local businesses to promote the smoking ban; meet with community groups and makes presentations on the City's policies; provide marketing materials and place community notices to encourage awareness.
- **Conduct Business Outreach:**
  - o **Green Business Program:** Promote businesses that incorporate sustainability initiatives to reduce their energy and water consumption, and waste generation. Initiated in 2012, nearly 40 businesses are certified by the City and are recognized annually.
  - o **SEED Awards:** City support to the annual South Bay Business Environmental Coalition SEED awards; City Council attends this event; MB business or organizations are usually recognized; Staff time involved in managing the awards program and organizing the awards ceremony.
  - o **Business Association:** Provide regular updates and policy requirements to the Downtown and North MB BIDs through presentations at their meetings so the businesses are aware of pollution prevention policies (smoking, plastic bags, polystyrene).

## **2. CLIMATE CHANGE & ENERGY**

**Advance the City's Climate Change Mitigation Actions and Renewable Energy Goals.** Climate change caused by emissions of greenhouse gases (GHG) from human activities is among the most significant problems facing the world today. Climate change impacts Manhattan Beach residents' health, well-being, and economic vitality. The City's 2010 Municipal Climate Action Plan and 2015 Energy Efficiency Climate Action Plan identify specific strategies and actions designed to meet the City's climate goals to strengthen our community and economy by creating clean energy jobs, reducing utility bills, and bolstering innovation. The City has enacted policies and programs to reduce emissions from its transportation, building energy, and waste sectors.

- **Consider Joining a Community Choice Aggregation (CCA):** In October 2017, City Council discussed options for CCA programs that Manhattan Beach could join, to enable our city's electrical customers to purchase electricity from a higher percentage of renewable energy sources. Council provided the following direction: initiate public outreach in partnership with Los Angeles County to provide information about the City's plan to join Los Angeles County Community Choice Energy (LACCE), and return to City Council on November 21, 2017 and December 5, 2017 to: 1. Adopt enabling ordinance and JPA agreement to join LACCE; 2. Designate Board Director and alternate(s); 3. Plan outreach to evaluate constituents' priorities for services and programs; and 4. Work with L.A. County on public outreach.
- **Implement Actions Associated with Climate Compact of Mayors & Paris Climate Agreement:** City Council approved participation in the Compact of Mayors program on November, 3, 2015; as part of this Compact, the City needs to update greenhouse gas emissions inventory and create a community wide climate action plan to meet emissions reductions goals, and publicly report the results through the Compact program. Efforts related to the City's support for the Paris Climate Agreement in June



2017 include considering participation in “We Are Still In Day of Action” (Nov. 14), and other possible climate events.

- **Consider a City EV Policy:** Possibly pursue EV Policy in the City to support EVs in the community and make a statement from the city; clarify City policy on charging for EV parking/electricity; signage; acquisition of EVs to the City fleet.
- **Continue Participation in the South Bay COG Energy Leader Program:** Manage participation in the Energy Leader program (partnership with utilities and South Bay COG).
- **Report Metrics and Participate in the Beacon Awards:** Annual participation in the Institute for Local Government’s Beacon Award Program. The program honors voluntary efforts by local governments to reduce greenhouse gas emissions, save energy and adopt policies that promote sustainability. Staff updates reporting in 10 categories to achieve annual sustainability recognition.
- **Contribute Environmental Expertise to the City LED Retrofitting Project & SCE Streetlight Purchase:** Assist Public Works and Parks & Recreation with LED light conversions including SCE incentive programs; follow Public Works’ SCE streetlight acquisition to convert to LEDs; provide support to consultant team conducting inventory of city lighting.
- **Complete an Energy Efficiency Action Plan:** Work with South Bay COG to complete the energy efficiency climate action plan (EECAP) that will be incorporated into the City’s Climate Action Plan; Need to review measures and indicate completion of projects.
- **Pursue Training Opportunities:** Climate Leaders training; Carbon Reduction Manager training; Green Cities CA workshops; Urban Sustainability Directors Network; and others to be identified.

### **3. CLIMATE RESILIENCY & SEA LEVEL RISE ADAPTATION PLANNING**

**Build the City’s Climate Resiliency capacity, including Sea Level Rise Vulnerability Assessment and Adaptation Planning. Note: Sea Level Rise Vulnerability Planning mandated by State Agencies.**

Climate Resilient Cities are those that are able to continue functioning in the face of impacts due to climate change, and recover quickly from disruptions. Ultimately, the city should create a comprehensive plan for making Manhattan Beach a climate resilient city, based on the best available science. These plans should include adaptive management plans based on iterative, flexible planning, with clearly defined, pre-set triggers in place, to signal which protocols should be enacted when various benchmarks are reached. While uncertainty exists as to how climate change will play out in Manhattan Beach in detail, we know enough to begin to take action. Planning for climate change is fundamentally a risk management strategy against an uncertain future. Cities can become more climate change resilient through on-going awareness and monitoring of their environment, and planning for the expected impacts as the probability of those impacts increase. An assessment of our coastline is the best place to start climate resiliency planning. By identifying what is vulnerable, we can gain a clearer sense of what can be done in order to reduce possible future impacts of inundation from sea level rise and flooding from coastal storms.

*\* State Mandates & Guidance: The California State Lands Commission has sent notices (Attachment 3) to the City highlighting the City’s responsibility to complete a sea level rise assessment by January 1, 2019. In addition, the California Coastal Commission unanimously adopted the State’s Sea Level Rise Policy Guidance in 2015, which outlines the need for planning, the resources available, and the steps for cities to update their Local Coastal Plans (LCPs) in incorporate sea level rise assessments and adaptation planning (Attachment 4).*

- **Form a Sea Level Rise Planning Team:** Form a team that includes representatives of local government (economic development; emergency response; parks, recreation; environmental/marine; planning and zoning; etc.); along with key stakeholders and scientists including AdaptLA, USC Sea Grant, California Coastal Commission, Los Angeles County Beaches and Harbors, USGS, California State Lands Commission, Beach Ecology Coalition, and other local groups.
- **Explore financing:** Research financing and economics of planning methodologies, including state funding (LCP grants) and local partnerships to pursue coastal resiliency projects.
- **Complete a Risk and Vulnerability Assessment:** Using best available science and cutting-edge sea level rise models (such as CoSMoS) to assess the City’s societal vulnerability, economic vulnerability,

and ecosystem vulnerability will help assess and adapt to climate change. This assessment would evaluate the consequences of hazards or processes occurring, assess adaptive capacity, develop adaptation strategies, and communicate these strategies with government departments and community.

- **Work with Community Development's Planning Division and the CA Coastal Commission to Update the City's Local Coastal Plan:** Incorporate sea level rise planning and a vulnerability assessment into the City's LCP. Staff will establish regular coordination and work together with Coastal Commission staff in the steps of the LCP planning process. The main steps of this process include:
  - o Step 1. Determine a range of sea level rise projections relevant to LCP planning area/segment using best-available science, which is currently the 2012 NRC Report, and AdaptLA CoSMoS reports for Los Angeles County.
  - o Step 2. Identify potential physical sea level rise impacts in the LCP planning area/segment, including inundation, storm flooding, wave impacts, erosion, and/or saltwater intrusion into freshwater resources.
  - o Step 3. Assess potential risks from sea level rise to coastal resources and development in the LCP planning area/segment, including those resources addressed in Chapter 3 of the CA Coastal Act. (Incorporate from the Vulnerability Assessment)
  - o Step 4. Identify adaptation measures and LCP policy options to include in the new or updated LCP, including both general policies and ordinances that apply to all development exposed to sea level rise, and more targeted policies and land use changes to address specific risks in particular portions of the planning area. This includes options that could work along Manhattan Beach's coast, especially as they relate to natural coastal resiliency (such as beach dune restoration). All adaptation options for each projected hazard are identified, the criteria for assessing each option is specified; all options are evaluated, recommendations are developed, a plan is drafted and internal review of this draft is completed, and last the adaptation options are communicated with government departments and the community.
  - o Step 5. Draft updated or new LCP for certification with California Coastal Commission, including the Land Use Plan and Implementing Ordinances.
  - o Step 6. Implement the LCP and monitor and re-evaluate strategies as needed to address new circumstances relevant to the area.

#### **4. WATER CONSERVATION, SMART WATER MANAGEMENT, & SUSTAINABLE LANDSCAPING**

**Promote and enhance Water Conservation and Smart Water Management.** Importing over 80% of our water supply in the greater L.A. area is no longer a sustainable model, especially in the face of climate change. Conserving more water while utilizing local water resources- such as from wastewater recycling, stormwater capture, infrastructure repair, and low-impact development- is needed. To make these solutions a reality, financial investment and therefore a supportive and informed public is vital. In accordance with best-available science, Manhattan Beach's City Council is opposed to local open ocean desalination, maintaining that ocean desalination must be our last resort as it remains the most expensive, most energy intensive, and most environmentally impactful alternative. Since the rate of wastewater recycling locally is very low, as are our efforts to retain the rainfall that we do receive, these smart water efforts should be pursued in order for Manhattan Beach to become more sustainable.

- **Conduct Community Outreach & Education:** participation in Green Cities CA: focus on water conservation; Botanical Garden & Landscape Classes; West Basin Classes & rebate information; Mulch program; Demonstration Gardens & grants; provide water conservation information at outreach events.
- **Identify areas for Future Action:** Water issues are important to the community, and will continue to gain importance due to drought conditions and climate change. Options the City could consider include working with Public Works on enhancing the City's use of recycled water and stormwater capture, as well as with the City's Community Development Department on Low-Impact Development and Sustainable Building Ordinances.

## **5. COMMUNITY PARTNERSHIPS, PROFESSIONAL COALITIONS, & ENVIRONMENTAL EDUCATION**

- **Contribute to City's Digital Presence & Outreach:**
  - o Update, Streamline, and Maintain City's Sustainability Webpages
  - o Coordinate with City Manager's Office and Parks & Rec on Social Media Outreach
  - o Highlight and Collaborate on Environmental Awareness, Education, and Action Opportunities in the City and South Bay to celebrate Earth Month in April
- **Build relationships through Community Engagement and Partnerships:** MBUSD Green Committee; Climate Compact of Mayors; MB LEAD; Santa Monica Bay Pier Stakeholders Group; South Bay CCOG (Renewable South Bay Working Group; Energy Management Working Group); Southern CA Beach Ecology Coalition; SEED Awards; Green Cities CA; MB Farmer's Market; AdaptLA; Santa Monica Bay Restoration Commission; Los Angeles Marine Protected Area Collaborative; Coastal Cleanup Day; Urban Sustainability Directors Network; Manhattan Beach Botanical Garden; Surfrider Foundation - South Bay Chapter; Roundhouse Aquarium; Heal the Bay; South Bay Clean Power; Downtown MB Business association; L.A. County Beaches & Harbors; USC Sea Grant; Manhattan Beach Chamber of Commerce; National Charity League – South Bay; Grades of Green; Amigos Unidos; City and County Sustainability/Environmental jurisdictions; and others to emerge.
- **Increase City Cross-Departmental Collaboration:** Identify Opportunities for City cross-departmental collaboration for public education. Some ideas included below:
  - o Community Development
    - Planning Division: LCP update, environmental and coastal impact assessments
    - Building Division: Low-Impact Development Ordinance updates, LEED certification, etc.
    - Traffic Engineering: Promote alternative transportation to reduce GHGs
  - o Parks & Recreation - public programming opportunities, environmental education
  - o Public Works – energy efficiency, renewable energy projects, smart water management, waste management, food waste prevention and food recovery, Roundhouse Aquarium
  - o Fire & Police Departments – emergency planning, including coastal hazards
  - o Management Services – Climate Compact of Mayors and other Council Engagement

## **6. OTHER TOPICS, EMERGING ISSUES, & OPPORTUNITIES TO CONSIDER**

**Goal is to remain nimble to incorporate and consider action on areas of emerging concern/opportunity.**

Listed below are a handful of examples of topics that have already emerged for consideration in the City's environmental sustainability work. These items would be considered on a case-by-case basis for staff analysis and/or City Council action.

- Roundhouse Aquarium Environmental Education Collaboration
- Beach Dune Restoration in the City
- Ballona Wetlands Restoration
- Re-assess City's potential for solar panel installation
- Assess Mechanical Blower Ban (per August 2017 Council meeting)
- Assess Fireplace Use (per Montgomery)



**CITY OF MANHATTAN BEACH**  
**ENVIRONMENTAL TASK FORCE**  
**APPLICATION 2018**



The City of Manhattan Beach is recruiting members for the formation of an Environmental Sustainability Task Force. Task force members will serve the City in an ad-hoc working committee for a term of up to 12 months with the possibility to extend service at the end of one-year. The purpose of this working task force is assist the City in developing long-term Sustainability Goals, share technical skills and lessons learned from previous environmental and sustainability pursuits, and contribute to the development of policies and programs related to a variety of topics including climate action and energy, low-impact development and sustainable building, smart water management, and climate adaptation and resiliency. We are seeking a diverse cross-section of our residential, business, and education community to become members of the task force. Please fill out the application below and return by **5:00 PM on March 14, 2018** to:

Dana Murray, Environmental Manager  
 1400 Highland Ave. Manhattan Beach, CA 90266  
[dmurray@citymb.info](mailto:dmurray@citymb.info)  
 310-802-5508

**CONTACT INFORMATION**

Name	
Address	
Primary (Cell) Phone	
Secondary (Work) Phone	
E-Mail Address	
Are you a qualified voter of the City of Manhattan Beach?	

**AVAILABILITY/MEETING TIMES**

The Environmental Task Force will likely meet publicly on the second Friday that City Hall is open each month during the day, likely commencing on April 20<sup>th</sup>, 2018. (City Hall calendar here: <http://www.citymb.info/city-services/new-city-hall-hours>) As needed, the Environmental Task Force may hold working meetings prior to the monthly public meetings, most often in sub-committees. In addition, the Task Force will be expected to help prepare materials for meetings and come prepared. Are you committed to attending Task Force meetings, assisting in preparation, and being an active participant? \_\_\_\_\_

What is your preference and availability for meeting times? \_\_\_ 10:00 AM \_\_\_ 1:00 PM

**PLEASE INDICATE YOUR INTEREST (“I”) AND EXPERTISE (“E”) IN THE FOLLOWING ISSUE AREAS:**

- |  |  |
|--|--|
| <input type="checkbox"/> Climate Adaptation & Resiliency | <input type="checkbox"/> Low-Impact Development & Sustainable Building |
| <input type="checkbox"/> Smart Water Management          | <input type="checkbox"/> Climate Action & Energy                       |
| <input type="checkbox"/> Ocean & Coastal Protection      | <input type="checkbox"/> Environmental Education                       |
| <input type="checkbox"/> Solid Waste & Recycling         | <input type="checkbox"/> Air Quality                                   |
| <input type="checkbox"/> Land Use & Transportation       | <input type="checkbox"/> Urban Greening & Restoration                  |

**PLEASE CHECK THE AREA THAT BEST DESCRIBES YOUR BACKGROUND**

- |  |  |
|--|--|
| <input type="checkbox"/> Science/Academia          | <input type="checkbox"/> Business owner in Manhattan Beach       |
| <input type="checkbox"/> Education/School District | <input type="checkbox"/> Non-governmental organization           |
| <input type="checkbox"/> Government Agency         | <input type="checkbox"/> Public-At-Large/Other (please write-in) |

**You may attach a separate paper to answer the following 3 questions. Please limit each answer to less than 250 words. In addition, resumes or additional information may be attached and submitted with your application.**

### Experience & Qualifications

Please describe the experience, special skills and qualifications you have acquired from employment, volunteer work, education, or through other activities in the issue areas checked above.

If appointed to the Task Force, what unique strengths would you bring?

What one or two environmental issues do you consider the most pressing for the City and why?

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed to the Environmental Task Force, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	
Signature	
Date	

### Our Policy

It is the policy of the City to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in serving Manhattan Beach on the Environmental Task Force.

NAME	PROFESSION/FIELD	AREAS OF EXPERTISE (SUMMARY)
Juliette Finzi Hart	USGS Scientist	Climate Adaptation & Resiliency, Ocean
Ian McKeown	Sustainability LMU	Climate Action, Ocean, Water
Kim Martin	Enviro Lawyer	Water, Ocean, Climate Action, LID
Craig Cadwallader	NGO/Marketing	Ocean, Water, Climate Resiliency
Allie Bussjaeger	Enviro Educator/NGO	Enviro Education, Solid Waste
Kevin Whilden	Eco-Business	Green Building, Urban Greening, Energy Efficiency
Charlotte Marshall	PR/Botanical Garden	Urban Greening, Enviro Education
Bob Siemak	Water Engineer	Water, LID/green building, Climate Action
Peter Salzer	Automotive Business	Electric Vehicles
Meredith Brandon	Educator (Biology)	Enviro Ed, Urban Greening, Restoration

**Agenda Date:** 4/3/2018

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Mark Leyman, Parks and Recreation Director  
Linda Robb, Management Analyst

**SUBJECT:**

Introduction of Ordinance No. 18-0013 Authorizing the City Council to Conditionally Issue Special Permits for the Service of Alcohol on the Beach Under Limited Circumstances; Adoption of Resolution No. 18-0053 Allowing "Outstanding in the Field" in Conjunction with the L.A. Times Food Bowl to Serve Alcohol at its Longtable Dinner Event on May 24, 2018 (Parks and Recreation Director Leyman).

- a) **INTRODUCE ORDINANCE NO. 18-0013**
  - b) **ADOPT RESOLUTION NO. 18-0053**
- 

**RECOMMENDATION:**

Staff recommends that City Council introduce Ordinance No. 18-0013 amending the Manhattan Beach Municipal Code to authorize the City Council to conditionally issue special permits for the service of alcohol on the beach under limited circumstances; and adopt Resolution No. 18-0053 Allowing "Outstanding in the Field" in conjunction with the L.A. Times Food Bowl to serve alcohol at its Longtable Dinner Event on May 24, 2018.

**FISCAL IMPLICATIONS:**

There are no fiscal implications associated with the recommended action.

**BACKGROUND:**

In 1976, the City adopted Municipal Code Chapter 4.48.090 to regulate the sale and consumption of alcoholic beverages on public property. The chapter was amended several times with the last modification occurring in 2015. The chapter states that after considering the recommendation of the Chief of Police, the City Council may grant special permits for the sale or consumption of wine or beer at special functions or activities in a park or other location if there is a public benefit to the community. Prior to Ordinance No. 18-0013, the ordinance stated

that “public place” includes the Manhattan Beach Pier. However, special permits could not be issued for alcohol on the public beach.

At the March 20, 2018 City Council meeting, the City Council directed staff to update the Municipal Code regarding City Council’s ability to approve alcohol for special events on the beach. In addition, the Council directed staff to draft a resolution granting a special permit to “Outstanding in the Field” in conjunction with the L.A. Times Food Bowl to serve alcohol at its Longtable Dinner event on May 24, 2018.

**DISCUSSION:**

Special events are an important part of the City’s dynamic and identity. The Municipal Code update will provide appropriate language for special events.

The ordinance has been drafted to allow the City Council to decide whether or not alcohol may be allowed for events occurring on the beach on a case-by-case basis. The current ordinance does not provide this option.

With respect to the application by “Outstanding in the Field,” the public benefit includes donations to local charities, including the Roundhouse Aquarium and Heal the Bay. Further, the dinner is an educational event with the purpose to bring awareness to the importance of sustainable fishing practices for seafood.

The City Council may grant special permits for the sale or consumption of wine or beer at special functions or activities in a park or other public place subject to the approval of the Chief of Police.

**PUBLIC OUTREACH/INTEREST:**

This item was discussed at the March 20, 2018 City Council meeting.

**LEGAL REVIEW**

The City Attorney has approved as to form draft Ordinance No. 18-0013.

**Attachments:**

1. Ordinance No. 18-0013
2. Municipal Code Chapter 4.48.090
3. Resolution No. 18-0053



ORDINANCE NO. 18-0013

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH  
AMENDING MUNICIPAL CODE SECTION 4.48.090 TO  
ALLOW THE CONDITIONAL ISSUANCE OF SPECIAL  
PERMITS BY THE CITY COUNCIL FOR THE SERVICE OF  
ALCOHOL ON THE BEACH UNDER LIMITED  
CIRCUMSTANCES

THE MANHATTAN BEACH CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The City Council hereby amends Manhattan Beach Municipal Code Section 4.48.090 to read as follows:

4.48.090 - Limited alcoholic beverage use on public property—Special permit.

“Notwithstanding the other prohibitions of this chapter, after considering the recommendation of the Chief of Police, the City Council may grant special permits for the sale or consumption of wine or beer at special functions or activities in a park or other public place if there is a public benefit to the community. Any such special permit shall also be subject to the requirements of the California Department of Alcoholic Beverage Control. For purposes of this section, public place includes the Manhattan Beach Pier and public beach.”

SECTION 2. 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 Government Code Section 36933.

SECTION 3. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the 31st day after its passage.

PASSED, APPROVED AND ADOPTED \_\_\_\_\_, 2018.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
AMY HOWORTH  
Mayor

ATTEST:

\_\_\_\_\_  
LIZA TAMURA  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
QUINN M. BARROW

## LEGISLATIVE DIGEST

### ORDINANCE REGARDING CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC PLACES

4.48.090 - Limited alcoholic beverage use on public property—Special permit.

Notwithstanding the other prohibitions of this chapter, after considering the recommendation of the Chief of Police, the City Council may grant special permits for the sale or consumption of wine or beer at special functions or activities in a park or other public place if there is a public benefit to the community. Any such special permit shall also be subject to the requirements of the California Department of Alcoholic Beverage Control. ~~For purposes of this section, public place includes the Manhattan Beach Pier but excludes the remainder of the public beach.~~

RESOLUTION NO. 18-0053

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A SPECIAL PERMIT TO OUTSTANDING IN THE FIELD IN CONJUNCTION WITH THE LA TIMES FOOD BOWL FOR THE SERVICE OF ALCOHOL AT ITS DINNER ON THE BEACH ON MAY 24, 2018

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Outstanding in the Field (OITF), an event coordination agency, in conjunction with the Los Angeles Times (LA Times) event team, has requested permission to hold a sustainable seafood event or “long table dinner” on the public beach. The dinner would be part of the LA Times Food Bowl, a month-long food festival held in May, in locations across Los Angeles. It would be hosted in partnership with Outstanding in the Field, a group that produces outdoor dining events with the mission to re-connect diners to the land and origins of their food. The Manhattan Beach dinner will focus on educating attendees on the issue of sustainable seafood, as well as feature chefs from Manhattan Beach restaurants. As part of the dinner, OITF has requested permission to serve alcohol on the public beach.

SECTION 2. Ordinance No. 18-0013 provides that the City Council may grant special permits for the sale or consumption of wine or beer at special functions or activities in a park or other public place if there is a public benefit to the community. The City Council hereby finds that the Outstanding in the Field long table dinner, with the service of alcohol, provides the following public benefits to the community: dinner proceeds will be donated to local charities, Roundhouse Aquarium and Heal the Bay; and the event has educational value of bringing awareness to the public of the importance of sustainable fishing practices for seafood.

SECTION 3. Based upon the foregoing, the City Council hereby approves a special permit allowing Outstanding in the Field, to serve alcohol at its long table dinner on the public beach on May 24, 2018. The Council hereby directs the City Manager to issue the Special Permit on behalf of the City.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on April 3, 2018.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

\_\_\_\_\_  
AMY HOWORTH  
Mayor



**Agenda Date:** 4/3/2018

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Mark Leyman, Parks and Recreation Director  
Martin Betz, Cultural Arts Manager

**SUBJECT:**

Discuss and Provide Direction on a Proposed Donation by Warren Lichtenstein of Robert Indiana's "LOVE" Sculpture (Continued from the February 20, 2018 City Council Regular Meeting) (Parks and Recreation Director Leyman).

- a) **DISCUSS AND PROVIDE DIRECTION**
  - b) **CONSIDER FIVE-YEAR TERM LOAN**
  - c) **CONSIDER PROPOSED LOCATION**
  - d) **CONSIDER RESOLUTION NO. 18-0045**
- 

**RECOMMENDATION:**

Staff recommends that the City Council approve:

- a) the acceptance of the five-year term loan by resident Warren Lichtenstein of Robert Indiana's "LOVE" sculpture, and
- b) placement of the sculpture at the middle of the South Pier parking lot on the bike path curve.

**FISCAL IMPLICATIONS:**

The fiscal impact of the project includes the transportation of the artwork from its current location to the site (\$5,000 crane service), the construction of a concrete pedestal to hold the artwork (\$8,000), and refurbishment of the site including installation of new bike racks and lighting (\$12,000). The estimated cost of the overall project is \$25,000 which is available in the Public Art Trust Fund.

**BACKGROUND:**

Acquired in 2015 by Manhattan Beach resident Warren Lichtenstein, the sculpture "LOVE" by Robert Indiana has been offered to the City as a five-year term loan. The sculpture is currently being stored in Redondo Beach and will be transported to the site.

Born Robert Clark in Indiana, Robert Indiana took his native state's name after moving to New York in 1954, a gesture that presaged his pop-inspired fascination with Americana, signage, and the power of ordinary words. In his studio on Coenties Slip at the tip of Manhattan, Indiana made assemblages of scrap materials and found objects, using stencils to introduce words into his art. By the early 1960s he was creating eye-popping paintings of text, numbers, and symbols that related to the hard-edge abstraction of the day, and included political and social overtones.

Few Pop images are more widely recognized than Indiana's "LOVE." Originally designed as a Christmas card commissioned by The Museum of Modern Art in 1965, "LOVE" has appeared in prints, paintings, sculptures, banners, rings, tapestries, and stamps. Full of erotic, religious, autobiographical, and political underpinnings - especially when it was co-opted as an emblem of 1960s idealism - "LOVE" is both accessible and complex in meaning. In printed works, Indiana has rendered "LOVE" in a variety of colors, compositions, and techniques. He even translated it into Hebrew for a print and a sculpture at the Israel Museum in Jerusalem.

*The "LOVE Sculpture" is the culmination of ten years of work based on the original premise that the word is an appropriated and usable element of art, just as Picasso and the Cubists made use of it at the beginning of the century, which evolved inevitably, in both my "LOVE" paintings and sculpture, into the concept that the word is also a fit and viable subject for art.*

*- Robert Indiana*

*Published in Art Now: New York, March 1969.*

#### **DISCUSSION:**

In October of 2017, staff was approached by resident Warren Lichtenstein and offered a five-year term loan of his sculpture "LOVE" to the City of Manhattan Beach. Being one of the most iconic pieces of American sculpture and representing a truly positive image for the City to be associated with, staff recommends accepting the loan for a period of five years with an opportunity to renew for additional years by mutual agreement of both parties. Four potential locations were reviewed after extensive discussions with the lender (Attachment 1). Each present a unique set of challenges and benefits.

#1: End of lower South Pier parking lot (Attachment 2) (Recommended location). The benefits include high visibility heading north on the bike path and creates a good visual with the pier in the background. It allows for the maximum amount of space for visitors and photo opportunities. This location would require bike rack renovation and concrete work.

#2- Northwest end of lower South Pier parking lot (Attachment 3). The location would provide good access for the public, but does not have a much room for photo opportunities. It creates a good visual of the pier in the background. This location would require renovation and concrete work.

#3 - South driveway entrance to the lower South Pier parking lot (Attachment 4). This location would cause an ADA violation by encroaching on the ramp and impede working clearances for utilities boxes. The benefit would be high visibility walking down Manhattan Beach Boulevard towards the Pier. This location would require renovation and concrete work.

#4 - End of lower north Pier parking lot (Attachment 5). This location has had public safety concerns. Providing electrical to this location would be challenging. The location is also too close to the Lifeguard beach access and trash enclosure, and is not near pedestrian walkway access. The benefits include high visibility heading south on the bicycle path. This location would require renovation and concrete work.

Given these options, staff recommends that City Council approve the installation of the "LOVE" Sculpture at location #1. Location #1 provides the greatest benefit when compared to the other locations. There is direct public access from walkways and parking lot. It allows for optimal visitor space in the event of crowds. The North/South orientation allows for a visual experience optimal for "selfies" with the Pier in the background.

Due to timing of the installation and the prepping of the site, the sculpture will be temporarily moved from its location in Redondo Beach to the City Yard for storage. Once the site is ready, it will be placed. Staff estimates that the sculpture will be installed within 6 weeks of delivery.

The sculpture is fabricated with Corten Steel and has an uncoated surface with natural rusting. It measures 8 feet tall, 8 feet wide and 4 feet deep. The sculpture is insured up to \$50,000.00 per our standard agreement. The lender will insure the artwork for the total value of the sculpture estimated at 2-3 million dollars. If graffiti were to become an issue, it can be removed with standard high pressure water treatment.

**PUBLIC OUTREACH/INTEREST:**

The project was discussed at the November 2017 Cultural Arts Commission meeting with unanimous support from the Commission.

**ENVIRONMENTAL REVIEW**

The Project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Section 15303e, as construction of a small accessory structure serving an overall public beach facility; and Section 15304e, as a temporary minor alteration to developed land having no permanent effects on the environment.

**LEGAL REVIEW**

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

**Attachments:**

1. Resolution No. 18-0045
2. Loan Agreement
3. LOVE Sculpture Proposed Location Overview
4. Proposed Location #1
5. Proposed Location #2
6. Proposed Location #3
7. Proposed Location #4
8. Coastal Development Permit Exemption

RESOLUTION NO. 18-0045

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN MANHATTAN BEACH AND WARREN LICHTENSTEIN FOR THE LOAN OF ROBERT INDIANA'S *LOVE* SCULPTURE.

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City and Warren Lichtenstein dated April 3, 2018, for the loan of Robert Indiana's *Love* Sculpture.

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 April 3, 2018.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

AMY HOWORTH  
Mayor

ATTEST:

---

LIZA TAMURA  
City Clerk



## CITY OF MANHATTAN BEACH ART LOAN AGREEMENT

This Agreement is made by and between the City of Manhattan Beach, a California municipal corporation (“City”) and Warren Lichtenstein (“Donor”), with reference to the following facts:

### RECITALS

Whereas Donor desires to loan City a sculpture entitled LOVE by Robert Indiana, as is more particularly described in Exhibit A (“Art Work”) for public display at the South End of the Lower South Pier Lot, as represented in the photograph attached as Exhibit B, with an orientation adjusted to the East (the “Site”);

Now therefore, for good and valuable consideration, including the mutual promises, conditions and covenants contained herein, the parties hereto agree as follows:

1. Loan. Donor agrees to lend the Art Work to City, and City agrees to borrow the Art Work from Donor, for the purpose of exhibiting the Art Work at the Site. The Art Work shall remain in the possession of City for the time specified herein, but Donor agrees that the City Manager or City Manager’s designee may withdraw the Art Work from the Site at any time in City’s sole discretion and that this Agreement may be terminated by either party at any time with or without cause. If so withdrawn or terminated by the City, City shall provide notice of that action to the Donor, and shall arrange removal and transportation of the Art Work to a location within Los Angeles County determined by Donor in his sole discretion.

2. Term. The term of the loan of the Art Work shall commence on May 1, 2018 and end March 31, 2023. The term of the loan may be extended for additional one year periods, up to five yearly extensions, upon mutual written agreement of the parties. In the event of such extension, the City Manager may extend the term of this Agreement on behalf of City.

3. Liens and Encumbrances. City shall maintain the Art Work free and clear of and from and against all liens and encumbrances of any nature whatsoever. City shall indemnify and hold harmless Donor from and against any loss or damage solely caused by acts of City which result in any such liens or encumbrances being placed upon the Art Work, including all costs, fees and expenses incurred by Donor in commencing or participating in such proceedings as are necessary for Donor to defend its ownership interest in the Art Work.

4. Transportation, Delivery, Installation and Removal.

(a) Donor certifies that the Art Work is in such condition as to withstand ordinary strains of transportation, delivery, and handling, provided the Art Work is handled with such due care as is reasonable for a valuable object of this nature. Donor shall coordinate the transportation, delivery, installation and removal of the Art Work with City, at City’s expense as to delivery and installation and at Donor’s expense as to removal. City shall have no liability to Donor for damage to the Art Work which results from the transportation, delivery, installation and removal of the Art Work to and from the Site, except for any damage caused by City or any person employed or contracted by City.

(b) Installation and de-installation of the Art Work at the Site shall be coordinated and provided by City. City acknowledges that the Art Work requires a suitable concrete platform. The Donor, however, shall oversee the installation and de-installation by City. Donor hereby releases and holds City, City Council and each member thereof, and every officer, employee and agent harmless from any liability for damage to or loss of the Art Work, regardless of who causes such damage, during the installation and de-installation of the Art Work, except for any such damage caused in whole or in part by any such person.

5. Care and Preservation.

(a) City will exercise the same care with respect to the Art Work as it does in the safekeeping of comparable property of its own. It is understood, however, that the Art Work shall be displayed out of doors and shall be exposed to extremes of rain, wind, heat, sun, humidity and other features of weather, as well as dirt, pollution, insects, birds and other animals, and the possibility of theft, vandalism and malicious mischief.

(b) In the event of any damage to the Art Work which requires immediate repair or removal of the Art Work solely in order to prevent injury to persons or property, Donor shall at City's cost immediately repair or remove the Art Work following receipt of notification from City of the need for such repair. In the event Donor fails to perform the repairs or removal within a reasonable time, or if the damage to the Art Work is such that immediate action is required in order to prevent injury to persons or property, City may take action to remove, repair and/or secure the Art Work at City's cost for all costs and expenses incurred in connection therewith. Notwithstanding, City reserves the right to require removal of the Art Work if City determines, in its sole discretion, that the Art Work may be a safety hazard. In such case, Donor shall be notified to transport its Art Work from the Site, at City's cost.

(c) Donor hereby releases and holds City, City Council and each member thereof, and every officer, employee and agent harmless from any liability for damage to or loss of the Art Work, regardless of whom or what causes such damage, except for the actions of any such indemnified person, and City shall not be responsible for the preservation and/or safekeeping of the Art Work, nor shall City have any liability for theft, loss or damage to the Art Work, except to the extent caused by the gross negligence or willful misconduct of City. Notwithstanding the foregoing, in the event the Art Work is damaged by graffiti, City's sole obligation will be to clean off such graffiti to the extent reasonably practicable.

6. Insurance. City shall insure the Art Work for its stated value set forth in Exhibit A up to a maximum of Fifty Thousand Dollars (\$50,000) under a standard policy of insurance for art objects against all risks of physical loss or damage which may contain standard exclusions, including exclusions for wear and tear, gradual deterioration, insects, vermin; damage from repair, restoration or retouching processes; hostile or warlike action, insurrection, and rebellion; and nuclear reaction or radioactive contamination. Such insurance shall only be provided during the duration of the term of this Agreement and only while on display. In the event such insurance is not adequate to cover losses which arise in connection with this Agreement, except to the extent otherwise set forth herein, Donor shall be responsible for all such losses not covered by the required insurance policy and hereby releases City, City Council and each member thereof, and

every officer, employee and agent of City from any liability for any and all claims arising out of such loss or damage except to the extent of any loss or damage caused by any such person.

7. Indemnification. Donor hereby warrants that, to his knowledge, the Art Work is durable, structurally sound, properly constructed and securely fastened. Donor hereby agrees to indemnify and hold harmless City, and its officers, agents and employees, from and against any and all losses, liability, costs or expenses (including attorneys' fees and costs) arising from or in connection with, or caused by the intentional, reckless negligent or otherwise wrongful act or omission of Donor, his agents, employees, subcontractors or other personnel or from and, except to the extent set forth otherwise herein, against any and all losses, liability, including property damage or death, and costs or expenses (including attorneys' fees and costs) arising out of or related to defects of the Art Work, faulty workmanship of the creator thereof, and Art Work or otherwise caused by the Art Work.

8. Removal of Art Work.

(a) Upon the expiration of the term of this Agreement or if sooner terminated as set forth herein, Donor shall remove the Art Work from the Site. In order to minimize disruption of pedestrian and/or vehicular traffic, Donor shall schedule the removal with City, at least 10 days in advance of the date of termination. If Donor fails to retrieve the Art Work within 30 days after the termination of this Agreement, City shall have the right to remove and store the Art Work at Donor's cost and expense. Donor shall reimburse City within 30 days following receipt of a written statement. If, after one year, the Art Work has not been reclaimed, then, and in consideration for its storage, insurance and safeguarding during such period, the Art Work shall be deemed an unrestricted gift to City.

(b) If the legal ownership of the Art Work shall change during the pendency of this loan, whether by reason of death, sale, insolvency, and gift or otherwise, the new owner may, prior to the Art Work's return, be required to establish his or her legal right to receive the Art Work upon proof satisfactory to City.

9. City Obligations. City shall place a credit near the Art Work which contains the name of the Donor, the creator of the Art Work, and the title(s) of the Art Work as set forth in Exhibit A.

10. Donor Warranty. Donor represents and warrants to City that he has the proper legal authority to loan the Art Work to City on the terms and conditions set forth in this Agreement. Donor shall indemnify and hold harmless City, and its officers, agents and employees from any and all losses, liability, costs or expenses (including attorneys' fees and costs) arising from any breach by Donor of such representation and warranty.

11. Photography and Reproduction. Donor authorizes City to photograph, videotape, reproduce and publish the Art Work in any medium for any purpose including but not limited to archival, educational and publicity purposes related to the exhibition and/or City. In the event City reproduces the Art Work as described in this paragraph, the following credit shall appear as

every officer, employee and agent of City from any liability for any and all claims arising out of such loss or damage except to the extent of any loss or damage caused by any such person.

7. Indemnification. Donor hereby warrants that, to his knowledge, the Art Work is durable, structurally sound, properly constructed and securely fastened. Donor hereby agrees to indemnify and hold harmless City, and its officers, agents and employees, from and against any and all losses, liability, costs or expenses (including attorneys' fees and costs) arising from or in connection with, or caused by the intentional, reckless negligent or otherwise wrongful act or omission of Donor, his agents, employees, subcontractors or other personnel or from and, except to the extent set forth otherwise herein, against any and all losses, liability, including property damage or death, and costs or expenses (including attorneys' fees and costs) arising out of or related to defects of the Art Work, faulty workmanship of the creator thereof, and Art Work or otherwise caused by the Art Work.

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(b) If the legal ownership of the Art Work shall change during the pendency of this loan, whether by reason of death, sale, insolvency, and gift or otherwise, the new owner may, prior to the Art Work's return, be required to establish his or her legal right to receive the Art Work upon proof satisfactory to City.

9. City Obligations. City shall place a credit near the Art Work which contains the name of the Donor, the creator of the Art Work, and the title(s) of the Art Work as set forth in Exhibit A.

10. Donor Warranty. Donor represents and warrants to City that he has the proper legal authority to loan the Art Work to City on the terms and conditions set forth in this Agreement. Donor shall indemnify and hold harmless City, and its officers, agents and employees from any and all losses, liability, costs or expenses (including attorneys' fees and costs) arising from any breach by Donor of such representation and warranty.

11. Photography and Reproduction. Donor authorizes City to photograph, videotape, reproduce and publish the Art Work in any medium for any purpose including but not limited to archival, educational and publicity purposes related to the exhibition and/or City. In the event City reproduces the Art Work as described in this paragraph, the following credit shall appear as

follows: LOVE, Robert Indiana: Artist. This provision shall survive termination of this Agreement.

12. Sale of Art Work. Donor may sell the Art Work during the term of this Agreement; however, Donor shall as part of the sale ensure that this Agreement, and the obligations and rights hereunder, are assigned to the new owner by requiring that Donor and the buyer execute an assignment and assumption agreement in the form approved by City Attorney. Under no circumstances shall the sale of the Art Work adversely affect City's rights under this Agreement, including but not limited to City's right to possess the Art Work during the term hereunder. Upon its sale, Donor shall deliver to City a duly executed assignment and assumption agreement and shall provide to City written notice as to whom the Art Work should be released to upon expiration or termination of this Agreement.

13. Addresses for Notices. Any notices, demand or documents required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth as follows: To City: City of Manhattan Beach, Director of Parks and Recreation, 1400 Highland Avenue, Manhattan Beach, California 90266; To Donor: See, Exhibit A. Either party shall have the right to designate a different address by written notice similarly given. Donor shall notify City promptly in writing if there is any change in ownership of the Art Work (whether through *inter vivos* transfer or death) or if there is a change in the identity or address of Donor. City assumes no responsibility to search for Donor or subsequent owner if it cannot be reached at the address of record provided herein.

14. Exhibition Honoraria. The Donor agrees to provide the LOVE sculpture to the City free of charge for the term of the loan.


15. General. This Agreement represents the entire integrated agreement between City and Donor and supersedes all prior negotiations, representations or agreements, either written or oral. Except as otherwise provided herein, this Agreement may be amended only by a written instrument signed by both City, through its City Manager, and Donor. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. In the event either party shall commence any action against the other party relating to this Agreement or for the breach of any obligation contained herein, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, expenses and court costs.

16. Successors, Assigns and Subcontractors. The terms of this Agreement shall be binding upon and inure to the benefit of the respective heirs, successors in interest and assigns of the parties thereto. Donor shall not assign or subcontract or attempt to assign or subcontract any portion of this Agreement without the prior written approval of City, except as otherwise provided herein.

17. Contract Administration. The City Manager or his designee shall administer the terms and conditions of this Agreement for City.

EXECUTED this March \_\_, 2018 at Manhattan Beach, California.  
CITY OF MANHATTAN BEACH                      DONOR  
City Manager

\_\_\_\_\_  
Bruce Moe

  
\_\_\_\_\_  
Warren Lichtenstein

ATTEST:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Liza Tamura  
City Clerk

  
\_\_\_\_\_  
Mark Leyman  
Parks and Recreation Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Quinn M. Barrow  
City Attorney

**EXHIBIT A**  
**ART WORK DESCRIPTION**

**Donor:** Warren Lichtenstein

**Telephone:** Business (212) 520-2300

Home ( ) \_\_\_\_\_

**Address:** 590 Madison Ave. 32<sup>nd</sup> Floor New York, NY 10022

**Credit:** On Loan from the Collection of Warren Lichtenstein

**Title of Work:** Love by Robert Indiana

**Medium or Materials and Support:** Corten Steel

**Size:** Sculpture (excluding pedestal) or relief: H 96 x W 96 x D 48

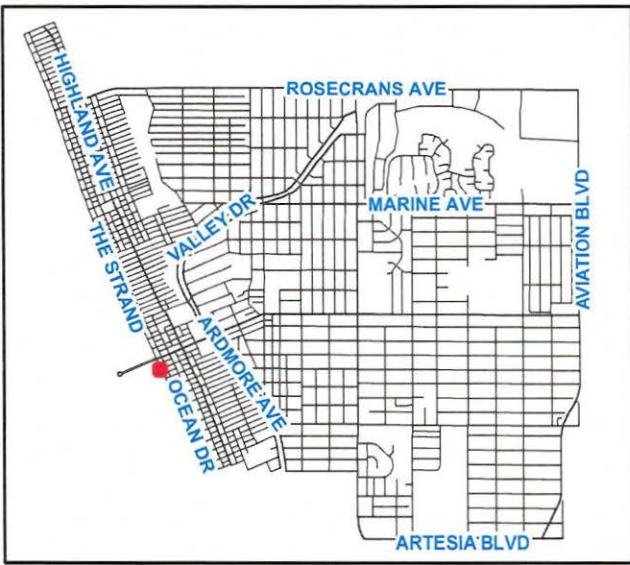
Approximate Weight 2,500 lbs.

**Pedestal:** Provided by the City of Manhattan Beach

**Date of Work:** 1972

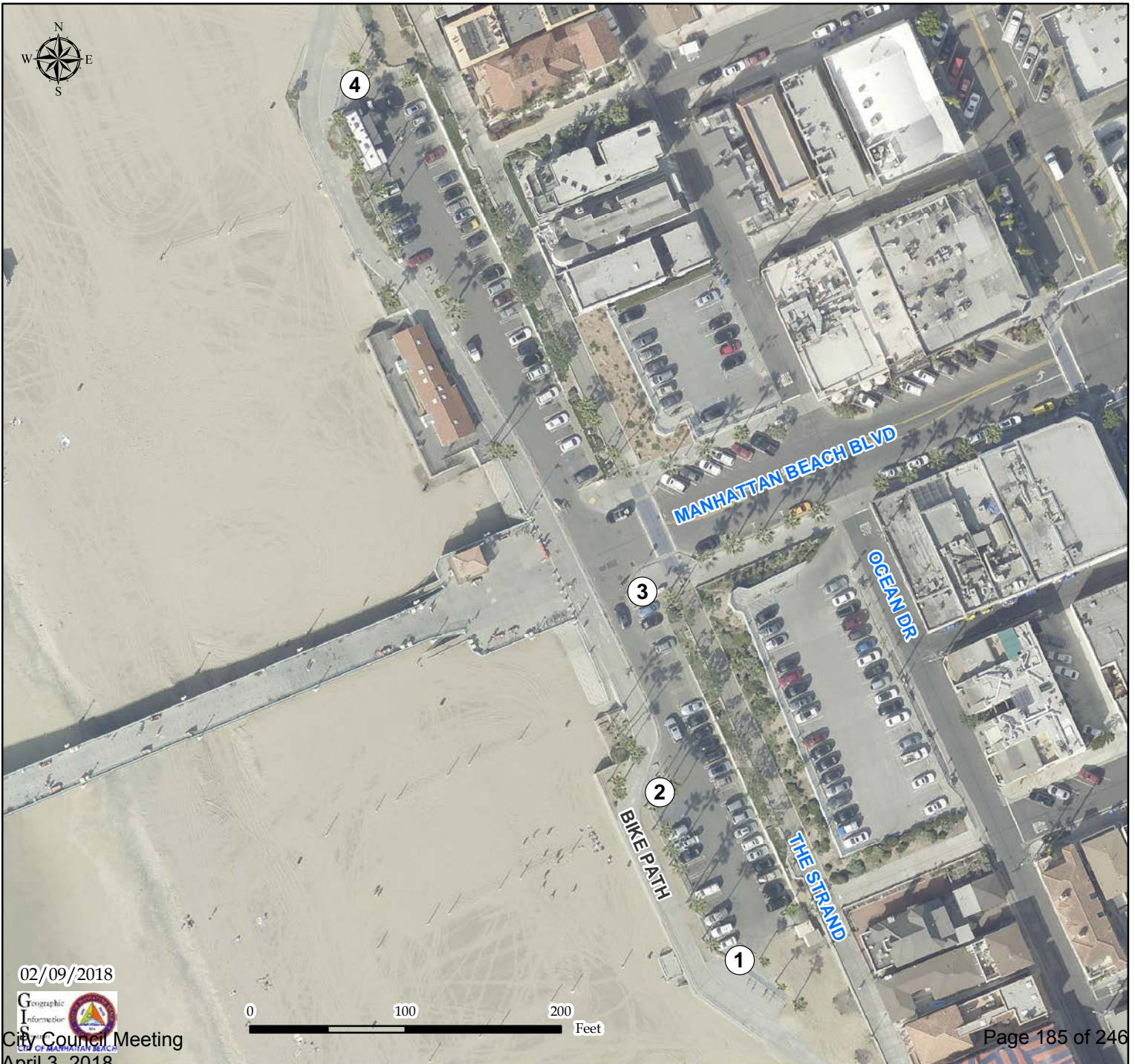
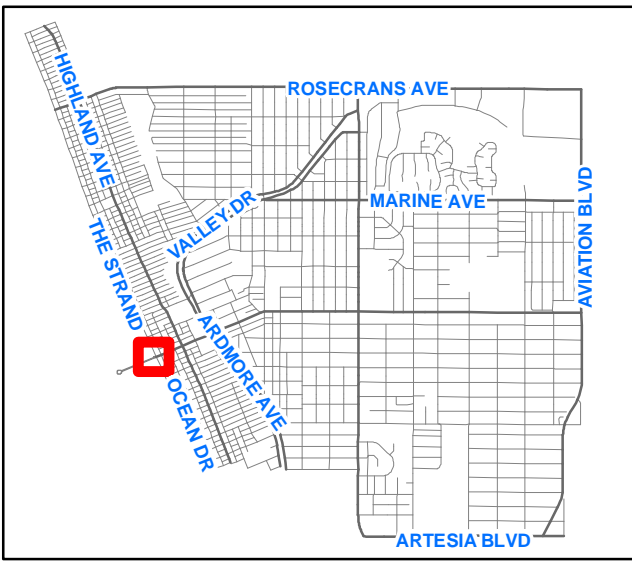
**Insurance Value (U.S. Currency):** \$2-3 Million dollars\_

# City of Manhattan Beach Robert Indiana "Love Sculpture" Location





# City of Manhattan Beach Robert Indiana "Love Sculpture" Proposed Locations





NATIONAL  
RENTAL SERVICE  
800-352-5875

NATIONAL  
RENTAL SERVICE  
800-352-5875









## **COASTAL DEVELOPMENT PERMIT EXEMPTION**

Project No: CA 18-10

On March 27, 2018, the Manhattan Beach Community Development Department exempted the development described below, located within the appeal jurisdiction, from the requirement of a coastal development permit pursuant to the Local Coastal Program provisions described below.

Site: Manhattan Beach Pier Parking Lots

Description: LOVE Sculpture Temporary Art Installation. The proposed temporary placement of a well-known sculpture in a location abutting, but not obstructing, parking spaces and driveway areas of the Lower Pier Parking Lots. A small unused area would be occupied by the sculpture for visual enhancement of the parking facility and public beach that it serves. Substantial public interest is anticipated as the sculpture depicts an internationally popular image, in a physically interactive format complementing the Pier and other beach enhancements.

Applicant: City of Manhattan Beach

Issued by: Anne McIntosh, Director of Community Development

The City's determination is that a Coastal Development Permit is not required because the proposal involves only a minor supplement to existing beach facilities serving beach users and other coastal visitors, would not obstruct use of existing beach facilities, and is otherwise consistent with the exemption contained in LCP Section A.96.050(B) as follows:

A.96.050. Exemptions/categorical exclusions.

B. Existing Structures Other than Single-Family Residences or Public Works Facilities. The maintenance and alteration of, or addition to, existing structures other than single-family dwellings and public-works facilities, provided the project does not involve the following:

1. Any improvement to a structure that changes the intensity or use of the structure;
2. Any improvement made pursuant to conversion of an existing structure from a multiple-unit rental use or a visitor serving commercial rental use to a use

Fire Department Address: 400 15<sup>th</sup> Street, Manhattan Beach, CA 90266 FAX (310) 802-5201

Police Department Address: 420 15<sup>th</sup> Street, Manhattan Beach, CA 90266 FAX (310) 802-5101

Public Works Department Address: 3621 Bell Avenue, Manhattan Beach, CA 90266 FAX (310) 802-5301

City of Manhattan Beach Web Site: <http://www.cityymb.info>

involving a fee ownership, or long term leasehold, including, but not limited to, a condominium conversion or stock cooperative conversion;

3. All nonexemptions contained in subsections (1) through (6) of §A.96.050(A) of this chapter.

4. Any significant alteration of land forms including removal or placement of vegetation on a beach, wetland or sand dune, or within 100 feet of the edge of a coastal bluff or stream or in areas of natural vegetation designated by resolution of the Coastal Commission as a significant natural habitat.

5. Any improvements to a structure where the development permit issued for the original structure by the Commission indicated that any future improvements would require a development permit. [13252]

COMMUNITY DEVELOPMENT DEPARTMENT  
Anne McIntosh, Director

A handwritten signature in blue ink, reading "Anne McIntosh", is written over a horizontal line.





**Agenda Date:** 4/3/2018

---

**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Mark Leyman, Parks and Recreation Director  
Martin Betz, Cultural Arts Manager

**SUBJECT:**

Update on Public Art Trust Fund Projects; and City's Public Art Policy Approval to Proceed with a Request for Qualifications for the City Hall Mural Project (Parks and Recreation Director Leyman).

- a) **DISCUSS AND PROVIDE DIRECTION**
  - b) **APPROVE**
- 

**RECOMMENDATION:**

Receive update on Public Art Trust Fund Projects and Approve a Request for Qualifications for a City Hall Mural Project.

**FISCAL IMPLICATIONS:**

There are no fiscal implications at this time. If the City Council approves moving forward with a Request for Qualifications for a City Hall Mural, Staff will return to the City Council for an appropriation from the Public Art Trust Fund when a facilitator is selected. An updated financial statement on the Public Art Trust Funds will be provided at that time.

**BACKGROUND:**

At its September 19, 2017 meeting, the City Council approved \$293,000 in art projects to be funded through the Public Art Trust Fund. These include: Sculpture Garden 2018, Public Art Assessment project, Mural program, Utility Box beautification, AC Conner exhibition, and the Community Grant Program.

At the City Council work plan meeting on March 9, 2018, City Council directed staff to bring a status update on each of the approved projects. In addition, City Council directed staff to bring forward a process to update the City Hall Mural, and propose a process for new public art

projects moving forward.

**DISCUSSION:**

Staff has begun implementing the art projects approved by the City Council at the September 19, 2017 City Council meeting. Below is an update of each of the projects, including new proposals for the City Hall Mural and Bo Bridges City Hall Artwork.

**City Hall Mural**

In order to move forward with a new City Hall Mural project, the existing mural must first be assessed and decommissioned. Staff has begun the assessment and decommissioning process which will be completed in-house. This process includes: completing the Art Deaccession Form, background research and a comprehensive provenance of the artwork, and a notification sent to the artist. Staff has compiled all relevant data owned by the City and has contact information for the artist's heirs.

During the decommissioning process, if the City Council directs staff to move forward with a City Hall Mural Project, staff will issue a Request for Qualifications (RFQ) to arts groups to facilitate the process of selecting the artist, fabrication and installation of the art piece. The Commission will make a recommendation to the City Council on the best group to facilitate this process which will be brought to the City Council for final review and approval.

The proposed timeline:

- Decommissioning assessment and recommendation completed and presented to the Cultural Arts Commission by June, 2018.
- RFQ drafted by April 2018
- RFQ submittals June 2018
- RFQ top candidates review and recommended by the Cultural Arts Commission August 2018
- Commission recommendations brought to the City Council for approval by September 2018

In addition, if Council so directs, staff and the City Attorney will review the decommissioning process to determine what is legally required in the future.

**Update on the Public Art Trust Fund Projects**

**Sculpture Garden**

The Sculpture Garden program has been reorganized to be a two-year program with three artists as opposed to the original one-year program for six artists. The Sculpture Garden Program was originated in 2009 as a temporary outdoor exhibition program designed to expose the community to a variety of original works of art. Submissions are made in response to a request for proposals. Four finalists are chosen and presented to the City Council with Council selecting three artists for inclusion in the project.

Timeline:

- Sculpture Garden RFP approved in September.
- Submission deadline was March 2, 2018. We received 48 submissions.

- Commission will choose 4 finalists April 16, 2018
- Council will have final approval May, 2018
- Final projects approved and contracted by June, 2018
- Installation of Art works December, 2018

### Utility Box Beautification

This project applies decorative wraps, designed by local artists or determined by Cultural Arts Staff, to multiple Utility Boxes throughout the City. Designs will be chosen to highlight the City's history, blend with the existing landscape or describe the Manhattan Beach lifestyle.

#### Timeline:

- Proposed locations to be presented to the Cultural Arts Commission May 21, 2018
- RFP to artists June, 2018
- Select images for appropriate locations June-August, 2018
- Submit final image proposal to Cultural Arts Commission September, 2018
- Approval by City Council October, 2018
- Begin installation November, 2018

### Murals in Manhattan Beach

The goal is to produce 10-15 murals on walls in public spaces or local businesses. Artists from the region will paint murals throughout the City of Manhattan Beach. Currently staff is developing a roster of local artists who are qualified to execute a public art mural. A request for wall site proposals will go out to local businesses in addition to identifying possible public sites such as Metlox Plaza or the parking garage at City Hall. Plans are to identify sites and distribute them equally throughout the City. Depending on the level of interest, a lottery for spaces is proposed.

#### Timeline:

- RFQ for artist roster - deadline May 2, 2018
- Cultural Arts Commission to approve concept for initial location: 2409 N. Sepulveda Blvd. - June 18, 2018
- Project on Sepulveda begins - July 2018
- Four additional locations proposed to the Cultural Arts Commission - August 20, 2018

### Community Grant Program

The Community Grant program addresses the need by community members and local arts organizations to fund small scale art projects within Manhattan Beach. In addition, this program will fund special school art projects on a yearly basis. The program is designed for projects such as dance performances at Joslyn or Heights Community Centers, theater productions at the High School, community based exhibits in restaurants and coffee houses, and art projects by local artists.

#### Timeline:

- Program outline to be presented to the Cultural Arts Commission September, 2018
- Final approval from City Council October, 2018
- Program implementation with RFP, November, 2018
- Grant awards January 2019

### AC Conner exhibition at City Hall

AC Conner was a founding member of the first City Council in Manhattan Beach. He moved to Manhattan Beach at the turn of the 20th century. He was a founding member of the Los Angeles Art Club, the first of its kind. The City owns nine of his paintings which are currently stored at the Historical Society. Working with the Historical Society, an exhibition is being planned for long term display in the hallway next to the City Council Chambers.

#### Timeline:

- Paintings to framer by April, 2018
- Installation in hallway next to City Council Chambers by May 2018
- Length of presentation: indefinite

### Assessment of City of Manhattan Beach Public Art Collection

Staff will provide a comprehensive assessment of all Public Art in Manhattan Beach.

- In-house assessment to begin September 2018
- Recommendations to the Cultural Arts Commission December 2018

### Process for New Projects

As stated above, the Community Grant Program is designed to be the forum for most new projects that come in front of the Cultural Arts Commission, and ultimately City Council for direction. In the event of a proposal coming to the Cultural Arts Commission outside of the grant parameters, the January 2019 meeting will be the forum for presentation.

#### Timeline:

- Proposal to dedicate one meeting a year for special request projects and programs approval from Cultural Arts Commission April, 2018

### Skechers Mural

The mural is a privately commissioned mural, but due to the fact that it will be located in a public space it required approval by the Cultural Arts Commission. The concept came before the Commission at a special meeting on January 10, 2018 and was approved.

#### Timeline:

- The Manhattan Avenue mural is completed and installed.
- The Manhattan Beach Blvd. Mural began installation on March 26th and will be completed by April 3rd.

### Cultural Arts Program Area Master Plan

- A strategic five-year arts plan will be incorporated into the Parks and Recreation Master Plan, which will begin in late 2018.

### Paddleboard Statue

This project was proposed through the South Bay Boardriders Club to honor the paddle boarding history in Manhattan Beach. Discussion on the Paddleboard statue is scheduled for the May 21, 2018 Cultural Arts Commission meeting. If the proposal moves forward, staff will

develop an agreement with the Paddleboard Statue planning group, develop a Request for Proposal (RFP) process and bring the item to City Council for approval. The Cultural Arts Commission will appoint an Ad-Hoc committee to oversee the process.

Timeline:

- Proposal at the May 21 Cultural Arts Commission Meeting
- RFP developed and sent out
- RFP submittals and review by Cultural Arts Commission by August, 2018
- Commission recommendations to City Council for approval, September, 2018

Bo Bridges Artwork

Local Manhattan Beach artist, Bo Bridges, toured City Hall to evaluate options to provide artwork. Mr. Bridges submitted concepts for various locations to display artwork throughout City Hall, including the parking structure (Attachment 1). As this proposal was just received, staff is seeking potential interest from the City Council.

New ideas for the Cultural Arts Program Area

Since 2014, the Cultural Arts program area has focused on developing programming to highlight the City's three largest cultural assets: The Manhattan Beach Art Center (MBAC), the Ceramics studio, and the Summer Concert Series. The past three years were dedicated to the renovation of the MBAC and building the exhibition and education programs; the stabilization of the Live Oak Ceramics Studio; and the upgrading of the Summer Concert Series presentations. Staff has accomplished these goals with an incredible amount of community support and consequent success. As we look into the future, we have many projects and proposals to bring forward (Attachment 2).

**PUBLIC OUTREACH/INTEREST:**

The Public Arts Trust Fund projects have been discussed at previous City Council and Cultural Arts Commission public meetings.

**LEGAL REVIEW**

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

**Attachments:**

1. Bo Bridges City Hall Art Proposal
2. Cultural Arts Accomplishments
3. PowerPoint Presentation

# Bo Bridges

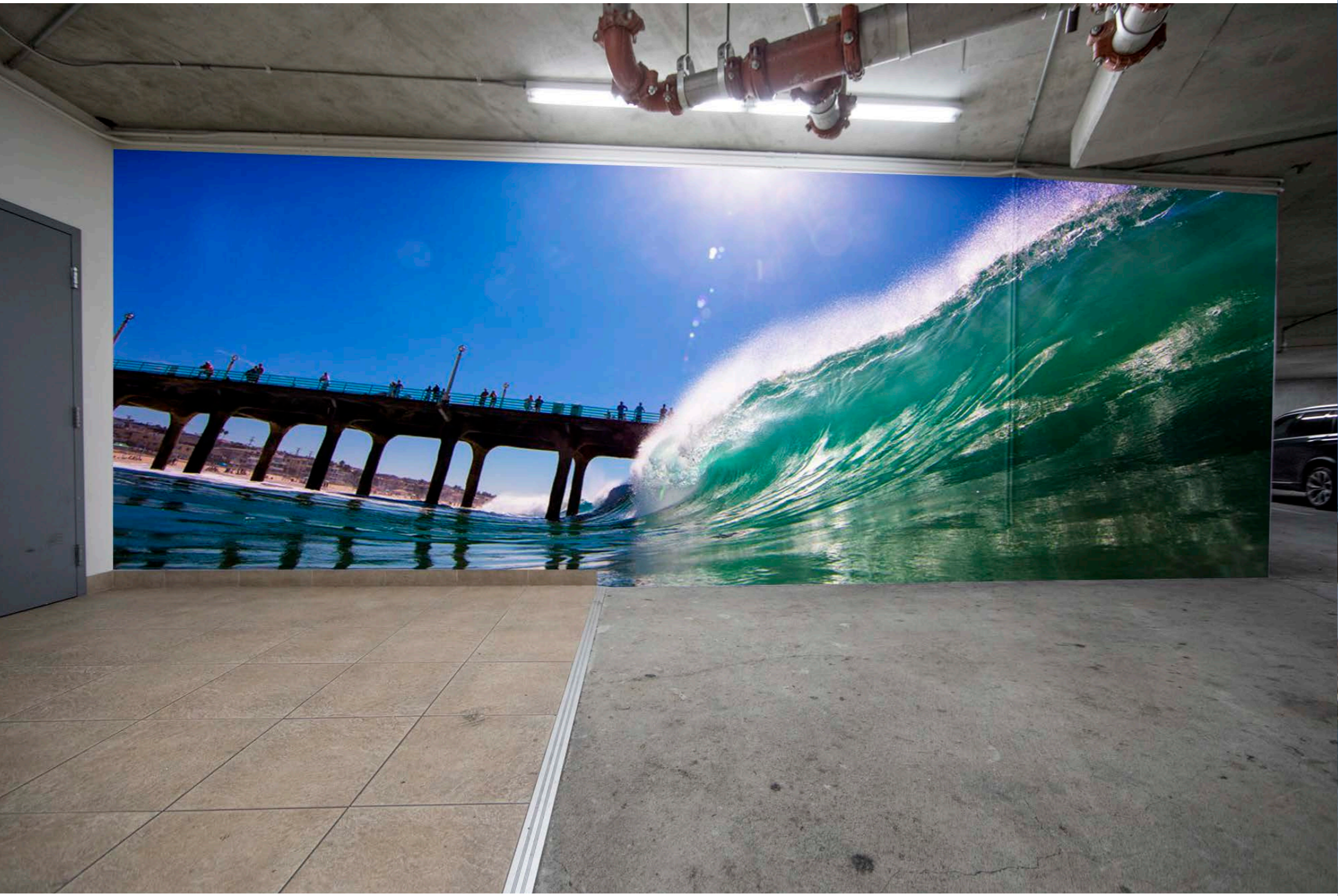


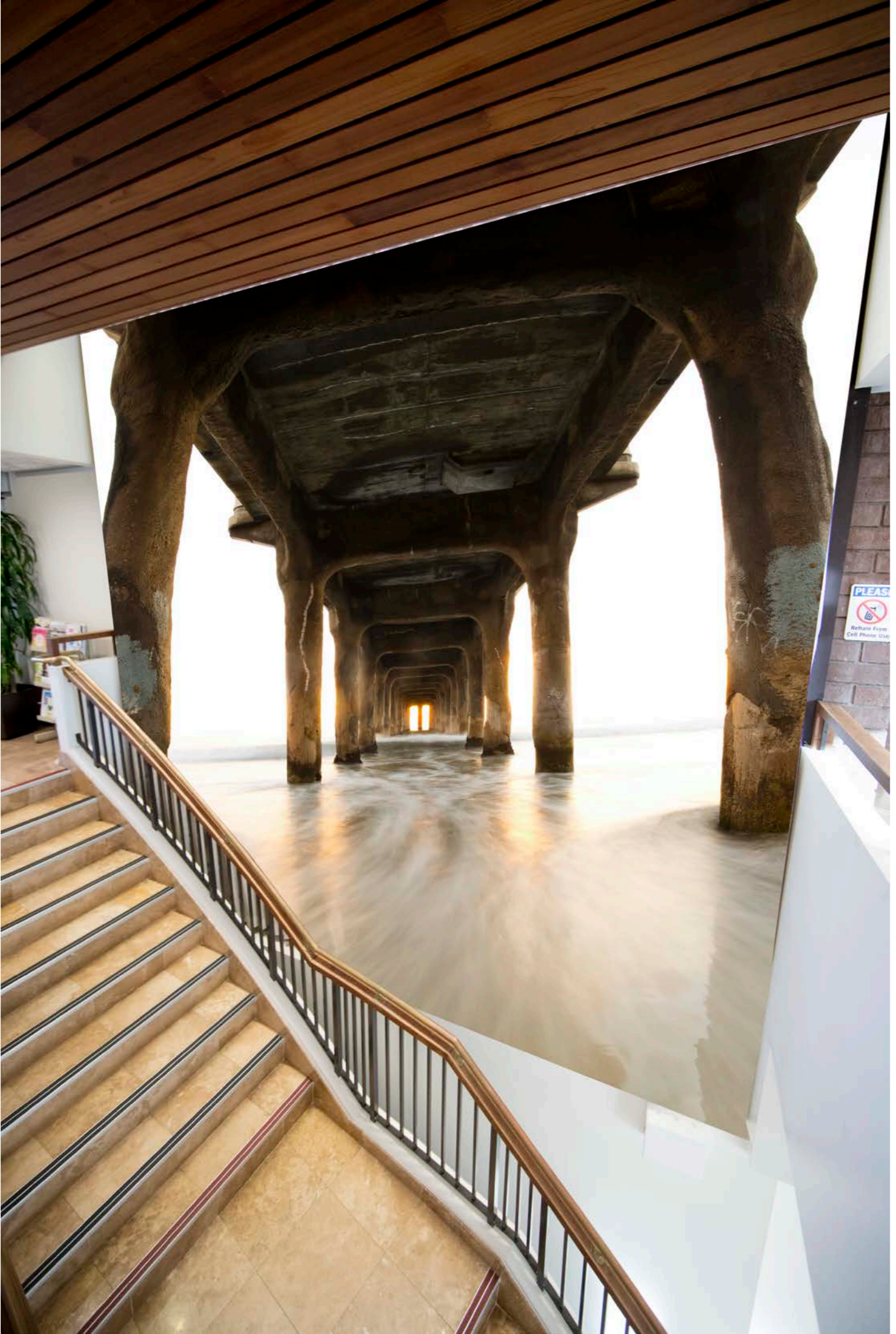
CITY HALL | MOCK UPS











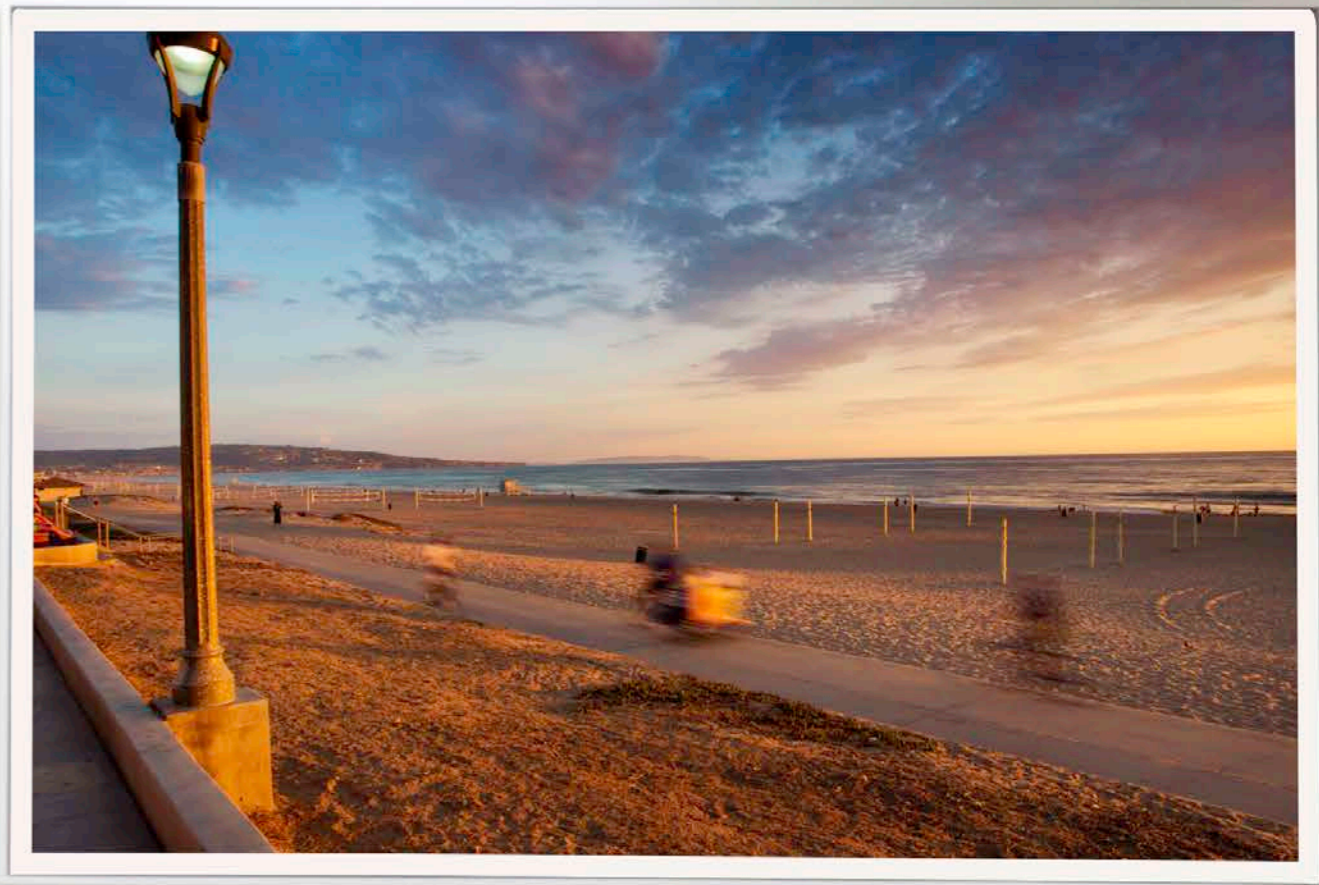




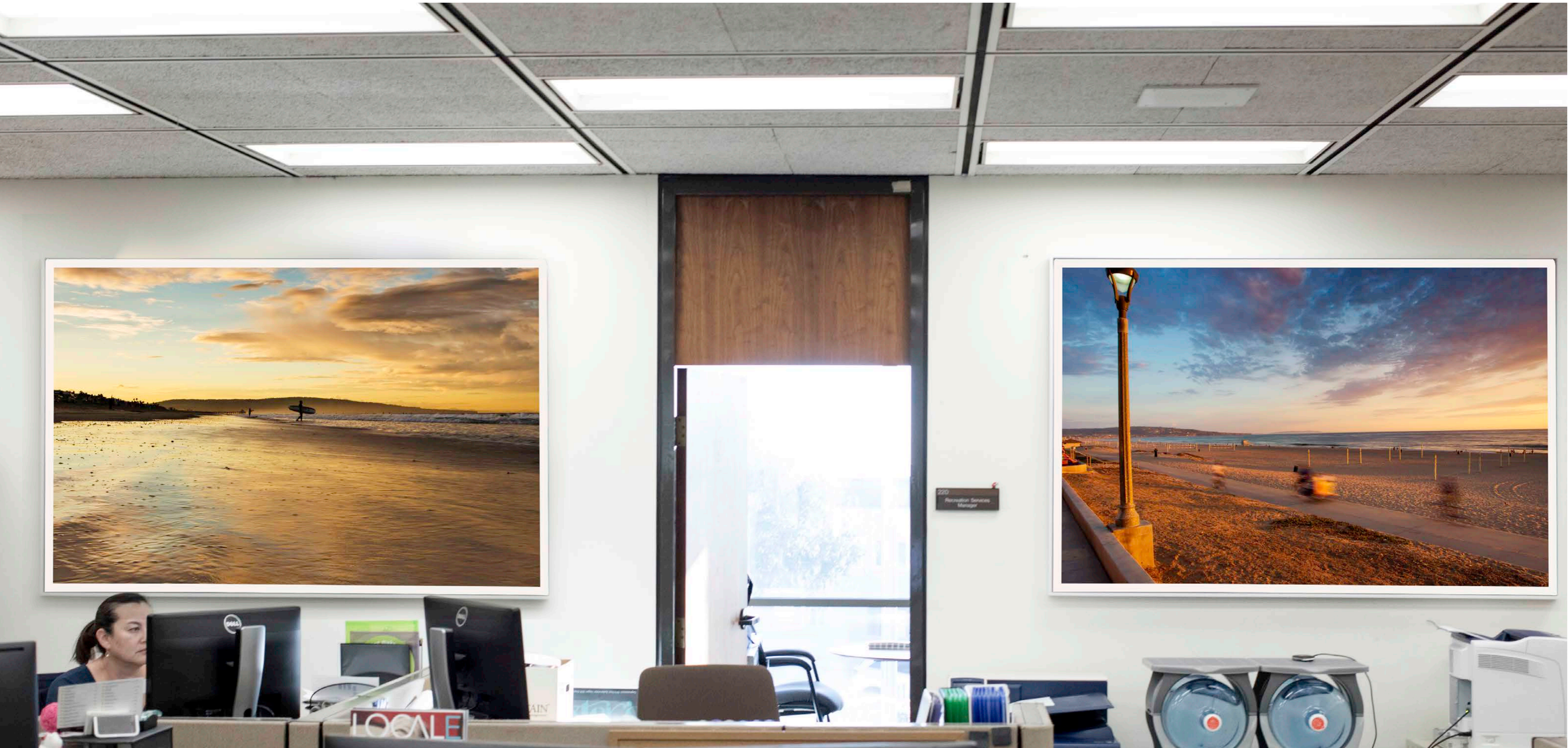
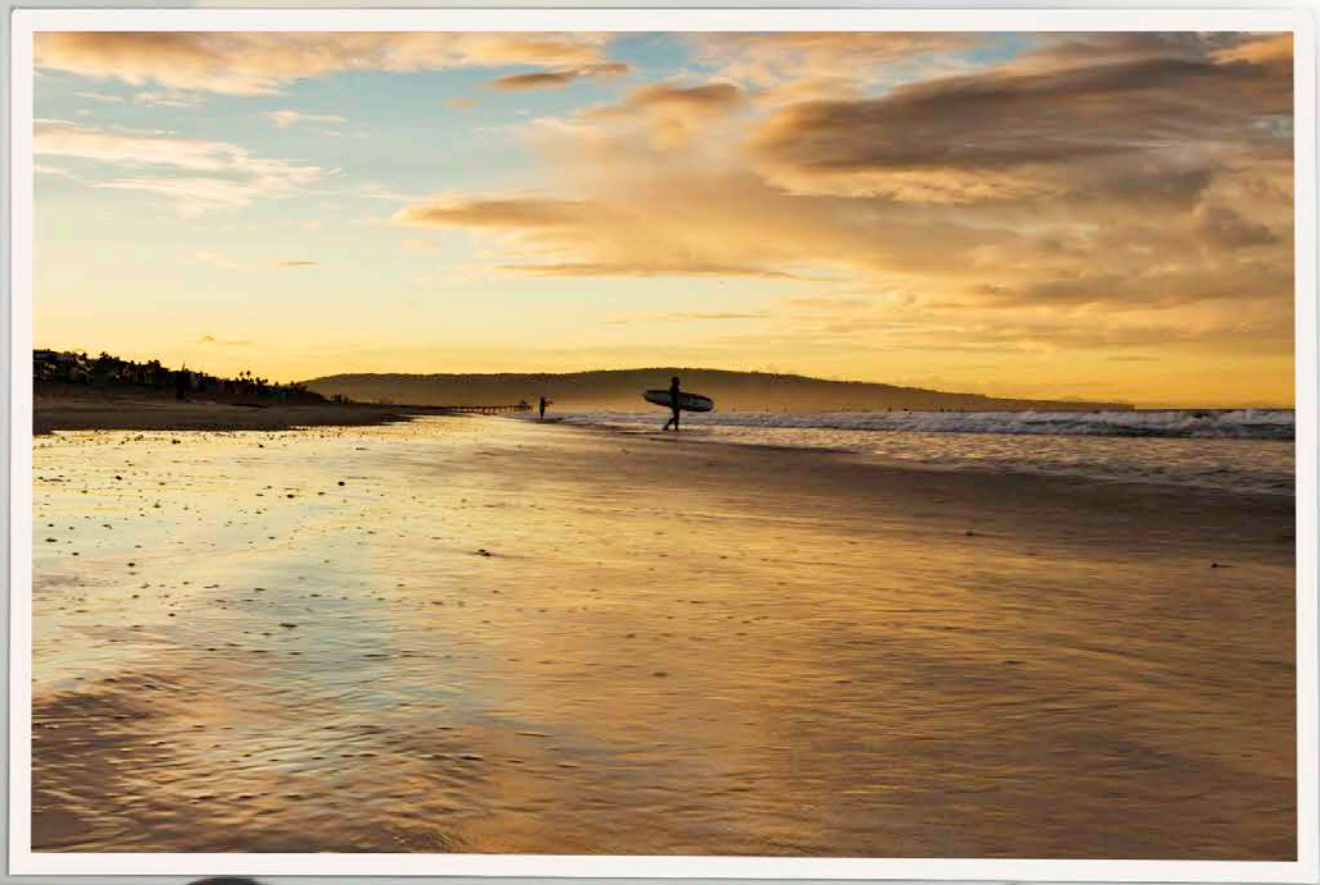




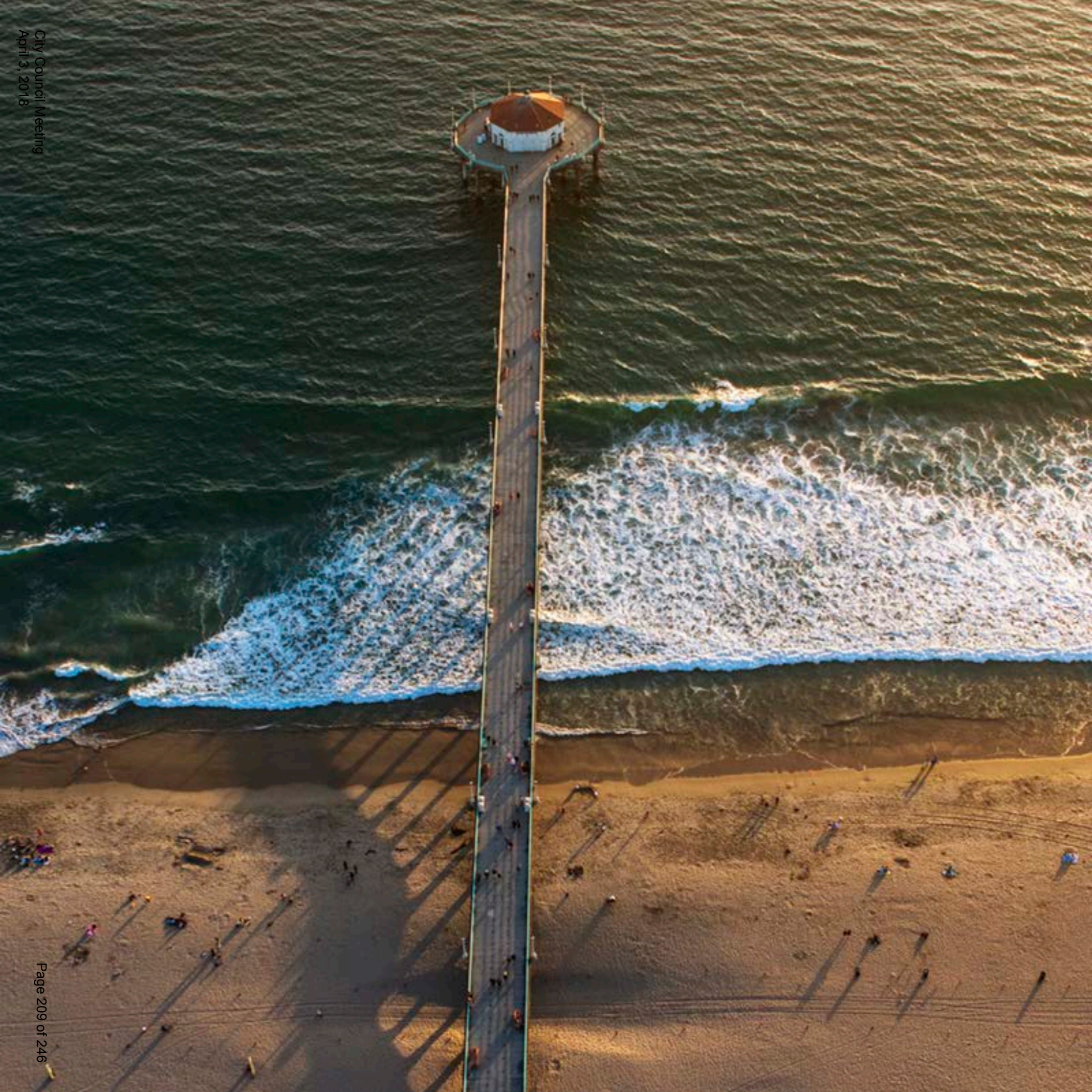


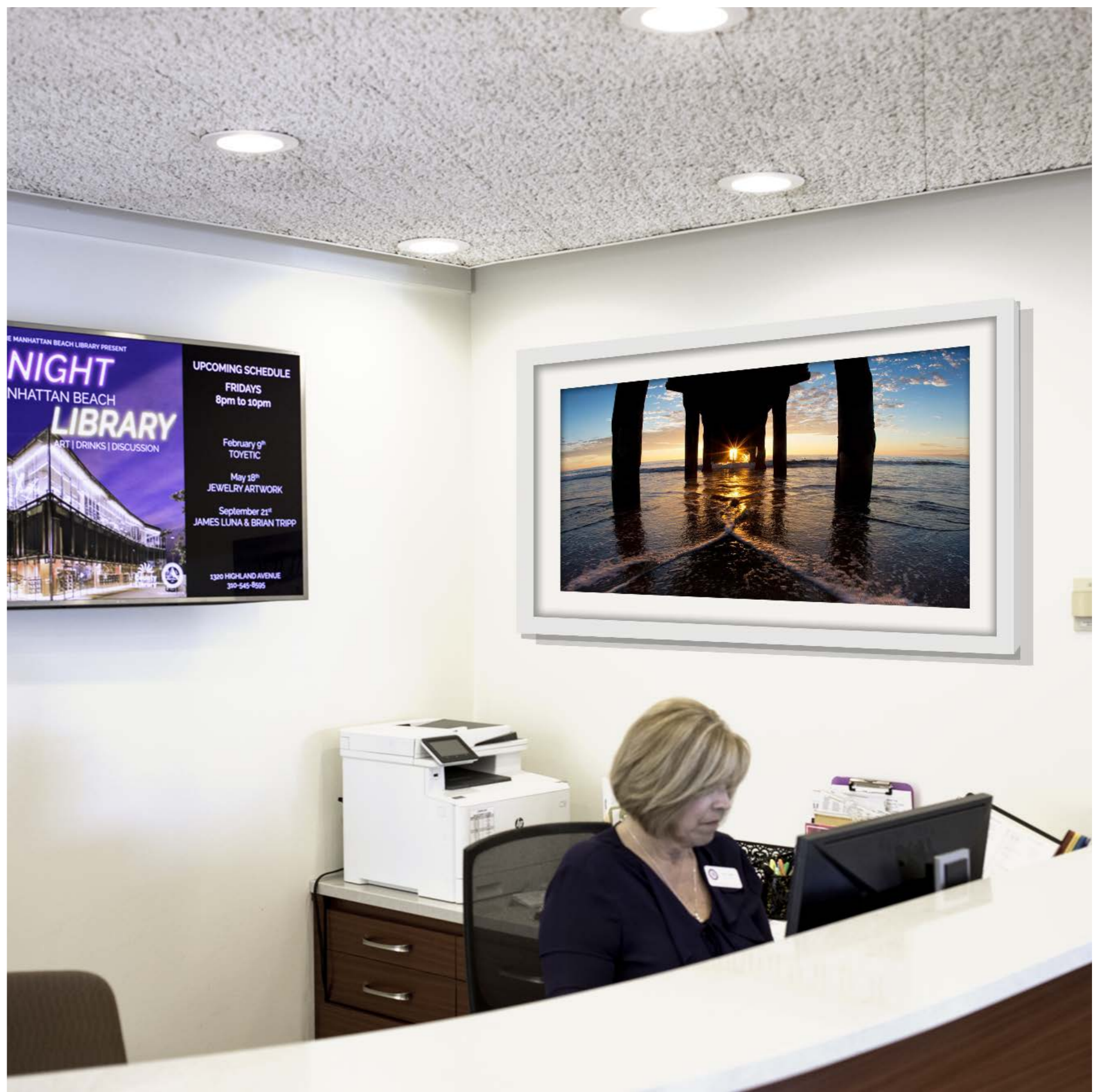


220  
Recreation Services  
Manager











## Attachment A

### Cultural Arts Program Development

Since 2014, under the direction of Cultural Art Manager Martin Betz and Cultural Arts Supervisor Eilen Stewart (2015) the Cultural Arts Program area has produced for the City of Manhattan Beach the following programs and initiatives:

- Remodel of the interior of the Manhattan Beach Art Center (MBAC) to facilitate a more dynamic exhibition program. Since 2014, over 25 exhibitions have been presented, including three community based pop-up shows. Since 2017, MBAC has collaborated with the Manhattan Beach Public Library to present four exhibitions.
- Developed a balanced program to ensure that local artists receive the representation they deserve in our exhibition schedule.
- Developed a nationally recognized exhibition program featuring artist such as John Van Hamersveld, Ed Moses, Cheech Marin's Collection, Bill Sandel, California Locos, June Edmonds, and Cosimo Carvallo to name a few.
- Rebranded the *Creative Art Center* as the *Manhattan Beach Art Center* (MBAC) and created the MBAC brand that includes, a newsletter with over 1,000 subscribers and a social media group, *Friends of the Art Center* that has 40 local members and 200 online followers. MBAC also published two books and five brochures highlighting the artists and their accomplishments.
- For the local community, staff has developed special programs which include: *StArt Projects*, an intensive afterschool program for High school art students (in its third year), *Late Night at the Library*, a collaboration with the Manhattan Beach Public Library featuring an artist lecture and music performance related to the MBAC exhibition program, *MBAC Live*, featuring an open mic night and cos-play figure drawing every other Thursday, *MBAC Youth Music Program*, with youth bands playing at every opening as a featured event. MBAC also hosts special workshops and performances related to the exhibition twice a month, *Metlox Movies*, an outdoor movie presentation in collaboration with the library geared toward families, and have a school tour program in collaboration with the Mira Costa High School Art Department.
- Improved the quality of the Summer Concert Series (formerly Concerts in the Park) by upgrading the sound, the staging, and other production values. Staff has taken the entertainment to the next level. The attendance has increased dramatically and this year staff has raised over \$70, 000 in sponsorships to date. Staff has also added a youth component to highlight Manhattan Beach's long history of youth bands.
- Under the leadership of Eilen Stewart, the Live Oak Park Ceramics studio was reorganized and updated to be much more user friendly and efficient. The participants in the program have gone from 80 to 200. Staff has also added many special workshops such as Raku, and a wildly popular biennial art sale for students and teachers. A proposed expansion plan is in the approved CIP for 2019.
- In 2015, staff and Commission members began to develop a work plan for the Cultural Arts Commission, which was adopted by the City Council in 2017. During this time staff developed a decommissioning policy and installed *Light Gate. Sculpture Garden 2014, and Sculpture*

*Garden 2015-2016* were also installed.

### **Future Program Development Goals**

- Expansion of Gallery space within the MBAC
- Development of studio education program at MBAC
- Designation of MBAC as a Museum.(kunsthalle, non-collecting)
- Repair and maintain public art collection
- Revive music and theater program at Joslyn Community Center
- Develop spoken word literary programs at the MBAC
- Develop arts and music festivals for MBAC/Heights campus (i.e. California Locos/skate park opening.)
- Develop pop-up galleries downtown and El Porto area
- Work with Chamber of Commerce to create “arts district” in North End
- Install public sculpture honoring paddle board race
- Re-commission Craig Cree Stone sculpture
- Place sculpture in Aviation Ave. Pocket Park
- Expand Ceramics studio and programs (CIP)
- Develop small metal program at Live Oak Studio (Jewelry)
- Develop Ceramics artist in residence program
- Develop a plan for Public Arts Trust fund to fund ongoing arts Programs such as festivals, exhibition program, theater and music performances
- Develop a traveling mini “walkable Space” Cultural festival that can be implemented in different neighborhoods within the City
- Expand holiday craft night
- Expand City Hall Plaza Programing and Manhattan Beach Public Library collaborations



# Update on Public Art Trust Fund Projects; and City's Public Art Policy Approval to Proceed with a Request for Qualifications for the City Hall Mural Project

# City Hall Lobby Mural by Miguel Angel Velazquez



- Decommissioning assessment and recommendation completed and presented to the Cultural Arts Commission by June, 2018.
- RFQ drafted by April 2018
- RFQ submittals June 2018
- RFQ top candidates review and recommended by the Cultural Arts Commission August 2018
- Commission recommendations brought to the City Council for approval by September 2018

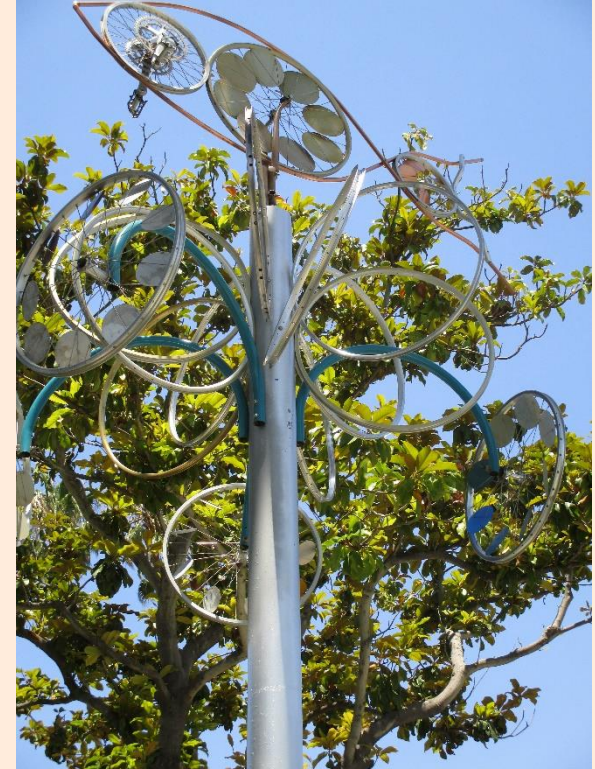


# Sculpture Garden



The Sculpture Garden program has been reorganized to be a two year program with a competition for three artists as opposed to the original 1 year program for six artists.

- Sculpture Garden RFP approved in September.
- Submission deadline was March 2, 2018.  
Received 48 submissions.
- Commission will choose 4 finalists April 16, 2018
- Council will have final approval May, 2018
- Final projects approved and contracted by June, 2018
- Installation of Art works December, 2018







# Utility Box Beautification

Apply decorative wraps designed by local artist or determined by Cultural Arts Staff to multiple Utility Boxes throughout the City.

- Proposed locations presented to the Cultural Arts Commission May 21, 2018
- RFP to artists June, 2018
- Select images for appropriate locations June-August, 2018
- Submit final image proposal to Cultural Arts Commission September, 2018
- Approval by City Council October, 2018
- Begin installation November, 2018





# Murals in Manhattan Beach

Produce 10-15 murals on walls in public spaces or local businesses. Artists from the region will paint murals throughout the City of Manhattan Beach.

- RFQ for artist roster deadline May 2, 2018
- Cultural Arts Commission to approve concept for initial location: 2409 N. Sepulveda Blvd. June 18, 2018
- Project on Sepulveda begins July 2018
- Four additional locations proposed to the Commission August 20, 2018

Cultural Arts





# Community Grant Program

The Community Grant program addresses the need by community members and local arts organizations to fund small scale art projects within Manhattan Beach. In addition, this program will fund special school art projects on a yearly basis. The program is designed for projects such as dance performances at Joslyn or Heights Community Centers, theater productions at the High School, community based exhibits in restaurants and coffee houses, and art projects by local artists.



## Timeline:

- Program outline presented to the Cultural Arts Commission September, 2018
- Final approval from City Council October, 2018
- Program implementation with RFP, November, 2018
- Awards January 2019



# AC Conner Exhibition in City Hall



AC Conner (Albert Clinton "Pops" Conner) was City Treasurer for the first City Council of Manhattan Beach(1912). He moved to Manhattan Beach at the turn of the century. He was a founding member of the Los Angeles Art Club, the first of its kind. The City owns nine of his paintings which are currently stored at the Historical Society. Working with the Historical Society, an exhibition is being planned for long term display in the Hallway next to the Council chambers.

## Timeline:

- Paintings going to framer by April, 2018
- Installation in hallway next to City Council Chambers by May 2018
- Length of presentation indefinite



# Skechers Mural



The mural is a privately commissioned mural but due to the fact that it will be located in a public space it required approval by the Cultural Arts Commission. The concept came before the Commission in a special meeting on January 10, 2018 and was approved.

- The Manhattan Avenue mural is completed and installed.
- The Manhattan Beach Blvd. Mural will begin installation on March 26 and is scheduled to be completed by early April.





# Paddleboard Statue

This project was proposed through the South Bay Boardriders Club to honor the paddle boarding history in Manhattan Beach. Discussion on the Paddleboard statue is scheduled for the May 21, 2018 Cultural Arts Commission meeting. If the proposal moves forward, staff will develop an agreement with the Paddleboard Statue planning group, develop a Request for Proposal (RFP) process and bring the item to City Council for approval. The Cultural Arts Commission will appoint an Ad-Hoc committee to oversee the process.

## Timeline:

- Proposal at the May 21 Cultural Arts Commission Meeting
- RFP developed and sent out





**Thank you**





## **Agenda Item No. 13**

**Request by Councilmember Montgomery to Consider Changing the Annual City Business Recognition Program (Oral Presentation).**



**Agenda Date:** 4/3/2018

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Liza Tamura, City Clerk

Martha Alvarez, Senior Deputy City Clerk

Patricia Matson, Administrative Clerk II

**SUBJECT:**

Agenda Forecast (City Clerk Tamura).

**DISCUSS AND PROVIDE DIRECTION**

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**RECOMMENDATION:**

Attached is the most recent Agenda Forecast for City Council Review

March 28, 2018 Agenda Forecast



**TENTATIVE DRAFT – SUBJECT TO CHANGE**  
**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,  
 INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

CEREMONIAL	CONSENT	PUBLIC HEARING	GENERAL BUSINESS	CITY COUNCIL	INFORMATIONAL
<b>4/16/2018</b>	<b><i>Fire Operations Study Session Meeting – 6:00 PM Monday</i></b>				
	1. Interoperability Network of the South Bay				
	2. Discussion of Ambulance Review Services and Possibly Hire Outside Ambulance Services				
<b>4/17/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>				
	Pledge – Pennekamp Elementary School				
	1. South Bay Cares Recognition (Ceremonial)				
	2. Presentation of a Proclamation Declaring the Month of April, 2018 as National Donate Life Month (Ceremonial)				
	3. Presentation of a Proclamation Declaring the Month of April, 2018 as National Poetry Month (Ceremonial)				
	4. Presentation of Certificates of Recognition to Mira Costa High School Students for Earning the Circle Award for Excellence in Poetry Composition (Ceremonial)				
	5. City Council Minutes (City Clerk Tamura) (Consent)				
	6. Financial Report: Schedules of Demands: March 15, 2018 (Interim Finance Director Charelian) (Consent)				
	7. AT&T City Hall Site Five-Year Lease Agreement Renewal (Interim Finance Director Charelian) (Consent)				
	8. Second Reading of Ordinance No. 18-0013 Authorizing the City Council to Conditionally Issue Special Permits for the Service of Alcohol on the Beach Under Limited Circumstances (Parks and Recreation Director Leyman) (Consent)				
	9. Accept as Completed the Parkview Project by ---; Authorize Filing a Notice of Completion with the County Recorder; and Release the Retention in the Amount of \$--- (Public Works Director Katsouleas) (Consent)				
	10. Conduct Public Hearing for an Ordinance Regarding Zoning Code and Text Amendments to Zoning Code Standards (Community Development Director McIntosh) (Public Hearing)				
	11. Resolution No. 18-0054 Supporting Safe Storage and Disposal of Prescription Drugs (City Clerk Tamura) (General Business)				
	12. Update on Homelessness Plan (City Manager Moe) (General Business)				
	13. Update on the Police Department Automated License Plate Reader (ALPR) (Police Chief Abell) (General Business)				
	14. Request by the City Council/Manhattan Beach Unified School District Ad Hoc Subcommittee to Focus on Potential Safety Concerns and/or Improvements for School Safety Prevention (Police Chief Abell) (General Business)				
	15. Approval of a Citywide Policy Regarding the Use of Straws and Utensils (Community Development Department McIntosh) (General Business)				
	16. Review and Discussion of the City’s Food Waste Collection Program (Public Works Director Katsouleas) (General Business)				
	17. Agenda Forecast (Informational)				
<b>4/23/2018</b>	<b><i>Joint City Council/MBUSD Meeting – 6:00 PM Monday at Joslyn Community Center</i></b>				
	1. Report				

**TENTATIVE DRAFT – SUBJECT TO CHANGE**

**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,  
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

CEREMONIAL

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INFORMATIONAL

<b>4/24/2018</b>	<b><i>Boards and Commissions Interviews – 6:00 PM Tuesday (Tentative)</i></b>
	1. Interviews
<b>5/1/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – Grand View Elementary School
	1. Proclamations for the Month of May: (Ceremonial) <ul style="list-style-type: none"> <li>a) Declaring May 12, 2018 as National Fire Services Day</li> <li>b) Declaring May 15, 2018 as National Peace Officers Memorial Day</li> <li>c) Declaring May 6-12, 2018 as National Municipal Clerks Week</li> <li>d) Declaring May 13-19, 2018 as National Police Week</li> <li>d) Declaring May 20-26, 2018 as Public Works Week</li> <li>f) Declaring May, 2018 as Older Americans Month</li> </ul>
	2. Presentation of a Commendation to Hannah Bergin for Obtaining the Girl Scout Gold Award (Ceremonial)
	3. City Council Minutes (City Clerk Tamura) (Consent)
	4. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	5. Five-Year Lease/Purchase Agreement with --- in an Amount Not-to-Exceed \$1,200,000 to Finance the Previously Approved Purchase of One E-One Paramedic Fire Engine (Interim Finance Director Charelian) (Consent)
	6. Second Reading for an Ordinance Regarding Zoning Code and Text Amendments to Zoning Code Standards (Community Development Director McIntosh) (Consent)
	7. Resolution No. --- Awarding a Construction Contract to --- for the Manhattan Village Synthetic Turf Replacement Project in the Amount of \$---; Resolution No. --- Awarding a Construction Contract to --- for the Manhattan Village Fencing and Netting Improvements Project in the Amount of \$---; Resolution No. --- Awarding a Design Services Agreement to ABC for Inspection Services for the Manhattan Village Park Improvements Projects in the Amount Not-to-Exceed \$---; Resolution No. --- Approving Amendment No. 1 to the \$49,500 Design Services Agreement with David Volz Design Landscape Architects Inc. (DVD) for an Additional \$18,800; Resolution No. --- Authorizing the Appropriation of \$1,342,287 from the Unappropriated General Fund CIP Fund Balance (Public Works Director Katsouleas) (Consent)
	8. Conduct Public Hearing Regarding 900 Club (Community Development Director McIntosh) (Public Hearing)
	9. Annual Appointment of Boardmembers and Commissioners (City Clerk Tamura) (General Business)
	10. City Council Sponsorship Policy (City Manager Moe) (General Business)
	11. FY 2018-2020 Proposed Budget (Interim Finance Director Charelian) (General Business)
	12. Updated Field and Use Policy and Field Revenue Options (Parks and Recreation Director Leyman) (General Business)
	13. Review Draft Regarding Comment Letter on EIR Desalination Plan (Community Development Director McIntosh) (General Business)
	14. Resolution No. 18-0039 Awarding a Professional Services Agreement to --- for Design and Construction Support Services for the new Fire Station no. 2 Project in the Amount Not-to-Exceed \$--- and Appropriate \$--- (Public Works Director Katsouleas) (General Business)
	15. Discussion of Sepulveda Bridge, Tin Roof and Resolution of Necessity (Public Works Director Katsouleas) (General Business)
	16. Agenda Forecast (Informational)
<b>5/8/2018</b>	<b><i>Budget Study Session – 6:00 PM Tuesday (Tentative)</i></b>
	1. Report
<b>5/10/2018</b>	<b><i>Budget Study Session – 6:00 PM Thursday (Tentative)</i></b>
	1. Report

**TENTATIVE DRAFT – SUBJECT TO CHANGE**

**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,  
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

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<b>5/15/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – Manhattan Academy
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: April 12, 2018 (Interim Finance Director Charelian) (Consent)
	3. Annual Street Lighting and Landscaping Assessments (Phase 2A) (Interim Finance Director Charelian)
	4. Annual Street Lighting and Landscaping Assessments (Phase 2B – Set Public Hearing Date) (Interim Finance Director Charelian) (Consent)
	5. Renewal of Downtown Business Improvement District (BID) for Fiscal Year 2018-2019 Including Authorization to Collect Assessments; Ratification of the District Advisory Board; Authorization to Enter Into an Agreement with the Downtown Manhattan Beach Business and Professional Association; and Authorization to Disburse Fiscal Year 2017-2018 Assessments Collected (Interim Finance Director Charelian) (Consent)
	6. Resolution No. 18-0030 Awarding RFP No. --- to Tyler Technologies for Munis Enterprise Resources Planning Solution for a Three-Year Agreement Contract with \$--- Estimated Total and Adopt Resolution No. 18-0031 Awarding RFP No. --- to Tyler Technologies for EnerGov Permitting Platform for a Three-Year Agreement with \$--- Estimated Total (Information Technology Director Taylor) (Consent)
	7. Update on Mobility Plan (Community Development Director McIntosh) (Public Hearing)
	8. Annual Appointment of Boardmembers and Commissioners (Tentative) (City Clerk Tamura) (General Business)
	9. Trash RFP Proposal (Public Works Director Katsouleas) (General Business)
	10. Projections on Potential Parking Meter Rate Increase; Discuss Holiday Free Parking and Adding an Additional Hour Starting at 6:00 PM (Interim Finance Director Charelian) (General Business)
	11. Parking Management (Parking Meter Solution) (Public Works Director Katsouleas) (General Business)
	12. Approve the Recommendation and Provide Direction from the Library Commission Regarding the Use of Manhattan Beach County Library Surplus Funds (Parks and Recreation Director Leyman) (General Business)
	13. Update City of Manhattan Beach Special Event Policy (Parks and Recreation Director Leyman) (General Business)
	14. Explore Pedestrian Safety Measures (Bollards) (Public Works Director Katsouleas and Police Chief Abell) (General Business)
	15. Review Draft Regarding Comment Letter on EIR Desalination Plan (Community Development Director McIntosh) (General Business)
	16. Agenda Forecast (Informational)
<b>5/16/2018</b>	<b><i>Work Plan Meeting – 6:00 PM Wednesday</i></b>
	1. Report
<b>5/17/2018</b>	<b><i>Budget Study Session – 6:00 PM Thursday (Tentative)</i></b>
	1. Report
<b>5/22/2018</b>	<b><i>Budget Study Session – 6:00 PM Tuesday (Tentative)</i></b>
	1. Report
<b>6/4/2018</b>	<b><i>Joint City Council/Parks and Recreation Commission, Library Commission and Cultural Arts Commission Meeting – 6:00 PM Monday</i></b>
	1. Report

**TENTATIVE DRAFT – SUBJECT TO CHANGE**

**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,  
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INFORMATIONAL

<b>6/5/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge – Pacific Elementary School
	1. Public Safety Recognition: (Ceremonial) <ul style="list-style-type: none"> <li>a) Police Officer of the Year</li> <li>b) Firefighter of the Year</li> <li>c) Medal of Valor Recipients</li> </ul>
	2. City Council Minutes (City Clerk Tamura) (Consent)
	3. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	4. Walkabout Events Proposals (Parks and Recreation Director Leyman) (General Business)
	5. Discussion of Merchandising and Licensing Branding for the City (Parks and Recreation Director Leyman) (General Business)
	6. Sepulveda Initiative (Community Development Director McIntosh) (General Business)
	7. Update on Report Received from SCE Regarding Manhattan Beach’s Inventory Analysis (Public Works Director Katsouleas) (General Business)
	8. Report on Possible Funding Opportunities from Metro and City Projects Relating to Public Transportation and Measure M (Public Works Director Katsouleas) (General Business)
	9. Wayfinding Draft Masterplan (Public Works Director Katsouleas) (General Business)
	10. Update on SCE Power Reliability (Public Works Director Katsouleas) (General Business)
	11. Agenda Forecast (Informational)
<b>6/19/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge –
	1. Proclamations for the Month of July: (Ceremonial) <ul style="list-style-type: none"> <li>a) Declaring July, 2018 as Parks and Recreation Month</li> <li>b) Declaring July 1, 2018 as Salute to the Troops Day</li> </ul>
	2. City Council Minutes (City Clerk Tamura) (Consent)
	3. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	4. Conduct Public Hearing Regarding the Renewal of Downtown Business Improvement District (BID) for Fiscal Year 2018-2019 Including Authorization to Collect Assessments; Ratification of the District Advisory Board; Authorization to Enter Into an Agreement with the Downtown Manhattan Beach Business and Professional Association; and Authorization to Disburse Fiscal Year 2017-2018 Assessments Collected (Interim Finance Director Charelian) (Public Hearing)
	5. Conduct Public Hearing to Consider the Fiscal Years Capital Improvement Plan (Public Works Director Katsouleas) (Public Hearing)
	6. Conduct Public Hearing Regarding Annual Levy and Collection of Street Lighting and Landscaping District Maintenance Assessments for Fiscal Year 2018-2019 (Interim Finance Director Charelian) (Public Hearing)
	7. Conduct Public Hearing Regarding the Adoption/Approval of Fiscal Year 2018-2019 Operating Budget and Establishing an Appropriation Limit (Interim Finance Director Charelian) (Public Hearing)
	8. Agenda Forecast (Informational)
<b>6/20/2018</b>	<b><i>Joint City Council/Planning Commission and Parking and Public Improvements Commission Meeting – 6:00 PM Wednesday</i></b>
	1. Report



**TENTATIVE DRAFT – SUBJECT TO CHANGE**

**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,  
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CEREMONIAL

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PUBLIC HEARING

GENERAL BUSINESS

CITY COUNCIL

INFORMATIONAL

<b>7/3/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge –
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	3. Conduct Public Hearing Regarding the Six-Month Trial Basis Assessment of the Measures for West Marine Avenue Neighborhood Traffic Management Plan (Community Development Director McIntosh) (Public Hearing)
	4. Conduct Public Hearing for an Ordinance Regarding Sepulveda Initiatives (Community Development Director McIntosh) (Public Hearing)
	5. Agenda Forecast (Informational)
<b>7/17/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge –
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	3. Second Reading of Ordinance Regarding Sepulveda Initiatives (Community Development Director McIntosh) (Consent)
	4. Establish Policy Regarding City Council Communications (City Manager Moe) (General Business)
	5. Update on Revenue Enhancements (Interim Finance Director Charelian) (General Business)
	6. Update on Stormwater Fund (Interim Finance Director Charelian) (General Business)
	7. Update on Streetlighting (Interim Finance Director Charelian) (General Business)
	8. Update on Pensions (Interim Finance Director Charelian) (General Business)
	9. Discussion of City Donation Program (Parks and Recreation Director Leyman) (General Business)
	10. Agenda Forecast (Informational)
<b>8/7/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge –
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	3. Annual Investment Policy (Interim Finance Director Charelian) (Consent)
	4. Agenda Forecast (Informational)
<b>8/21/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge –
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	3. Approval of Downtown Streetscape Enhancements (Community Development Director McIntosh and Public Works Director Katsouleas) (General Business)
	4. Agenda Forecast (Informational)
<b>9/4/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday – City Council Reorganization Mayor Napolitano/Mayor Pro Tem Hersman</i></b>
	Pledge –
	1. City Council Reorganization (City Clerk Tamura)
	2. City Council Minutes (City Clerk Tamura) (Consent)
	3. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	4. Resolution Adopting the 2019 Conflict of Interest Code for the City of Manhattan Beach (City Clerk Tamura) (Consent)
	5. Capital Improvements Corporation (Interim Finance Director Charelian) (CIC)
	6. Agenda Forecast (Informational)

**TENTATIVE DRAFT – SUBJECT TO CHANGE**

**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,  
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

CEREMONIAL

CONSENT

PUBLIC HEARING

GENERAL BUSINESS

CITY COUNCIL

INFORMATIONAL

<b>9/18/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge –
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	3. City Hall Security (Infrastructure Upgrades and City Staff Training) (Police Chief Abell) (General Business)
	4. Agenda Forecast (Informational)
<b>10/2/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge –
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	3. Agenda Forecast (Informational)
<b>10/16/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge –
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	3. Agenda Forecast (Informational)
<b>11/6/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge –
	1. Presentation of a Proclamation Declaring November 2018 as National Caregivers Month (Ceremonial)
	2. City Council Minutes (City Clerk Tamura) (Consent)
	3. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	4. Agenda Forecast (Informational)
<b>11/20/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge –
	1. Presentation of Certificates of Recognition to the Winners of the 2018 Fire Department Annual “Home Escape Plan” Contest (Ceremonial)
	2. City Council Minutes (City Clerk Tamura) (Consent)
	3. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	4. Update and Discuss of Annual Meeting with County Library Staff (Parks and Recreation Director Leyman) (General Business)
	5. Agenda Forecast (Informational)
<b>12/4/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge –
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	3. Agenda Forecast (Informational)
<b>12/18/2018</b>	<b><i>Regular Meeting – 6:00 PM Tuesday</i></b>
	Pledge –
	1. City Council Minutes (City Clerk Tamura) (Consent)
	2. Financial Report: Schedules of Demands: (Date) (Interim Finance Director Charelian) (Consent)
	3. Facility Strategic Plan as Related to the Parks Master Plan (Parks and Recreation Director Leyman) (General Business)
	4. Agenda Forecast (Informational)

**TENTATIVE DRAFT – SUBJECT TO CHANGE****FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,  
INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**

CEREMONIAL

CONSENT

PUBLIC HEARING

GENERAL BUSINESS

CITY COUNCIL

INFORMATIONAL

**INFORMATIONAL MEMOS**

<b>Date Requested</b>	<b>Councilmember/ Staff Requested</b>	<b>Responsible Department</b>	<b>Memo</b>	<b>Anticipated Date</b>
4/18/17	Napolitano		Report on the Future Plans and Grant Finding Opportunities Regarding National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements	Q2 2018
4/18/17	Lesser	PW	Report on Possible Funding Opportunities from Metro and City Projects Relating to Public Transportation and Measure M	Q2 2018 (6/5/18)
6/20/17	Napolitano	PW	Report on Street Lighting Fund Cost Reduction Assessments	TBD
3/9/18	Taylor	IT	Update on Portable Recording Equipment	TBD

**CITY COUNCIL REQUESTS**

<b>Date Requested</b>	<b>Councilmember/ Staff Requested</b>	<b>Responsible Department</b>	<b>Memo</b>	<b>Anticipated Date</b>
5/30/17	Napolitano	PR	Policy Discussion of City Sponsorship of Community Events	5/1/18
9/19/17	City Council	PR	Report on Mural Program Using the Public Art Trust Fund	4/3/18
5/30/17	City Council	CC	Discussion of Potential Additional City Services: Passport Services and City Store	TBD
11/7/17	Howorth	FD	Discussion of City's Emergency/Information Communication Dissemination to the Public	Study Session
11/7/17	Napolitano Hersman	FN	Projections on Potential Parking Meter Rate Increase (Holiday Free Parking) and Adding an Additional Hour Starting at 6:00 PM	5/15/18
11/21/17	Howorth	PR	Update and Discussion of Annual Meeting with County Library Staff (County of Los Angeles – Library Commission Meeting November 19, 2018)	11/20/18
11/21/17	Howorth	IT	Discussion of a Working Group on Technology Focusing on Residents Interface with Technology	TBD
2/6/18	City Council	PW	Update on Best Practices Regarding Residential Food Waste in the Surrounding Cities and Residential Service Data	TBD
2/20/18	Howorth	PD	Report on Automated License Plate Readers (Vigilant)	4/17/18
2/20/18	Napolitano Howorth	PD	Discussion of School Ad Hoc Committee Meeting to Focus on Potential Safety Concerns and/or Improvements for School Safety Prevention	4/17/18
3/6/18	Montgomery	MS	Discussion of New Changes to SB 415 Regarding Consolidated Elections with the Los Angeles County and the Possibility of Changing March 5, 2019 Election	TBD
3/9/18	McIntosh	CD	Update on State Housing Laws	January 2019

**TENTATIVE DRAFT – SUBJECT TO CHANGE**

**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,  
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Date Requested	Councilmember/ Staff Requested	Responsible Department	Memo	Anticipated Date
3/9/18	Lesser Montgomery Howorth	PW CD	Discussion of Downtown Business Employees Overflow Parking	March 2019
3/9/18	City Council	CD IT CA	Discussion of Telecom Facilities with an Updated Ordinance	Summer 2018
3/9/18	Montgomery	CD	Assessment Regarding Pending Projects for the Traffic Engineer	TBD
3/9/18	Hersman	FD HR	Update on Recruitment of Fire Management Open Executive Positions	6/30/18
3/9/18	Montgomery Howorth Hersman	IT	Update on City Website	Fall 2018
3/9/18	City Council	IT	Update on New City URL (.gov)	Summer 2018
3/9/18	Howorth Hersman	CD	Update on Manhattan Beach Boulevard and Sepulveda Boulevard Property (Rite Aid)	TBD
3/9/18	Napolitano	CD	Infrastructural Aesthetics/Design Initiative for Public Projects	TBD
3/9/18	Lesser Napolitano Hersman	FD	Emergency Preparedness (Internal and External Training)	December 2018
3/9/18	Zadroga-Haase	HR	Collective Bargaining Negotiations with 6 Labor Groups	January 2019
3/9/18	Zadroga-Haase	HR	Employee Handbook	March 2019
3/9/18	Abell Espinosa	PD FD	Police and Fire Software Updates and Solutions (Dispatch, Database, CAD and Emergency Notification System)	June 2019
3/9/18	Taylor	IT	Update on IT Master Plan	June 2019
3/9/18	Tamura Taylor	CC IT	Centralized Citywide Contract Management Systems (Part of IT Master Plan)	June 2019
3/9/18	Espinosa	FD	Interoperability Network of the South Bay	4/16/18
3/9/18	Charelian	FN	Update on User Fee Cost Allocation Study	October 2019
3/20/18	Montgomery	FD	Discussion of Ambulance Review Services and Possibly Hire Outside Ambulance Services	4/16/18
3/20/18	City Council	PD	Review and Approve School Safety Security Measures	TBD
3/20/18	Hersman	PR CA	Approve a Special Event Permit and Discuss and Approve an Ordinance to Amend the Municipal Code Allowing City Council to Approve Special Permits	4/3/18

**TENTATIVE DRAFT – SUBJECT TO CHANGE**  
**FORECAST OF UPCOMING CITY COUNCIL MEETING ITEMS,  
 INFORMATIONAL MEMOS, & FUTURE AGENDA ITEMS**



**FUTURE MEETINGS TO BE SCHEDULED**

<b>Date Requested</b>	<b>Councilmember/ Staff Requested</b>	<b>Responsible Department</b>	<b>Memo</b>	<b>Anticipated Date</b>
		MS	Joint City Council/Beach Cities Health District Meeting	TBD
		MS	Joint City Council/Manhattan Beach Unified School District Meeting	4/13/18
1/31/17	Taylor	IT	Fiber Master Plan Study Session	TBD
3/6/18	City Council	FD	Fire Operations Study Session	4/16/18
3/6/18	City Council	CD	Short-Term Rentals Study Session	TBD
3/20/18	Napolitano	MS	Work Plan Meeting Workshop	5/16/18



**Agenda Date:** 4/3/2018

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**TO:**

Honorable Mayor and Members of the City Council

**THROUGH:**

Bruce Moe, City Manager

**FROM:**

Mark Leyman, Parks and Recreation Director  
Anne McIntosh, Community Development Director

**SUBJECT:**

Commission Minutes:

This Item Contains Minutes of the following City Commission Meetings:

- a) Parks and Recreation Commission Meeting Minutes of March 5, 2018 (Parks and Recreation Director Leyman)
- b) Planning Commission Action Meeting Minutes of March 14, 2018 (Community Development Director McIntosh).

**INFORMATION ITEM ONLY**

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The attached minutes are for information only:

1. Parks and Recreation Commission Meeting Minutes of March 5, 2018
2. Planning Commission Action Meeting Minutes of March 14, 2018





**CITY OF MANHATTAN BEACH**  
**MINUTES OF THE PARKS AND RECREATION COMMISSION**  
**Manhattan Beach City Hall**  
**1400 Highland Ave.**  
**Manhattan Beach, CA 90266**  
**March 5, 2018**  
**6:00 PM**

CONTENTS

**A. CALL TO ORDER**

The meeting was called to order at 6:02 PM.

**B. PLEDGE TO THE FLAG**

**C. ROLL CALL**

Present: Commissioners Karger, Turkmany, Allen, Allard, Weiner, Greenberg  
Absent: Commissioner Tuffli

**D. APPROVAL OF MINUTES**

Commissioner Greenberg requested P. 2, paragraph 3, be corrected to: “Commissioner Turkmany moved to approve ~~to~~ and recommend the special event...”

Commissioner Allard moved to approve the January 22, 2018 minutes with the correction. Commissioner Greenberg seconded the motion. The motion passed.

Ayes: Commissioners Karger, Turkmany, Allen, Allard, Weiner and Greenberg  
Noes: None  
Abstain: None  
Absent: Commissioner Tuffli

**E. CEREMONIAL**

None

**F. AUDIENCE PARTICIPATION (3-Minute Limit)**

Commissioner Karger opened the floor to audience participation.

Joe Bennett, resident – Mr. Bennett’s wife grew up in Manhattan Beach and his daughter played Little League with the boys and played soccer with AYSO and has enjoyed what Parks and Rec has offered. Mr. Bennett is in charge of facilities for Manhattan Beach Little League (MBLL). He reported that he had a chance to read a draft of the field allocation policy. He feels that some of the solutions seem to be designed to accommodate certain groups rather than update the stated priorities of the policy. A requirement for resident organizations was reduced from 70% to 60%, which seems to be in direct opposition with the stated priority of insuring that residents have priority and access to facilities. In the case of MBLL, there is a high percentage of residents but the group is now on the same level as others with lower percentage. In addition, MBLL contributes about \$22,000 this year and countless hours of volunteer time for field maintenance. Speaking as a parent, he feels that Manhattan Beach bears much of the burden for the combined leagues with Hermosa. He feels that the policy does not address the inequity or provide solutions on how to get Hermosa to the table.

Commissioner Weiner responded that the policy is a work in progress. Commissioner Greenberg stated that Mr. Bennett’s comments bring to light the complexity of the issue that

the policy is dealing with. He clarified that the rationale for reducing the residency requirement was based on the way the current 70% threshold is being implemented. The intention is to bring consistency to the reporting where there was no consistency before among the different organizations.

Gary McAuley, resident 3<sup>rd</sup> St. – Tree and Bench donation policy – Mr. McAuley understands the desire to memorialize, however, he does not want to fill up the town with endless plaques dedicated to the departed. He stated that there are occasions when memorials are appropriate. With Memorial Day approaching he is thinking about those from Manhattan Beach who died during wars, with no monument to the fallen. He stated that there is no master list of fallen residents until Vietnam. He offered that one memorial for all of the fallen service men might be appropriate.

The floor was closed to public comment.

#### **G. GENERAL BUSINESS –**

##### **Salute to the Troops –**

Commissioner Weiner reported work is slow going. He suggested breaking down into subcommittees and reviewed responsibilities and the event timeline.

Commissioner Allard contacted the USO and a Marine Group out of Bell. There is a Navy recruiting station next to the In-N-Out Burger on Sepulveda. Commissioner Allard will follow up with them.

Commissioner Weiner reported that there is an Alzheimers group that may be interested in having a booth.

Linda Robb to follow up with Tiger Squadron for insurance for flyover.

Martin to work with sound company for filler music.

If Navy Seals have a local presence and can bring anything for kids to explore, it would be appreciated.

There was discussion about a letter writing booth run by the high school club Any Soldier.

Commissioner Weiner would like for each branch to be honored with their branch song.

It was decided that Commissioners Allard, Karger and Weiner will comprise the Organizing Subcommittee and Commissioners Allen, Turkmany and Greenberg will comprise the Operational Subcommittee.

#### **H. COMMISSION ITEMS –**

Field Policy update – Director Leyman stated that each of the ad-hoc committee members have brought great value to the group and have created a very solid draft. He thanked Commissioners Weiner, Greenberg and Allen for all of their hours and work.

Commissioner Greenberg related some of the issues that were reviewed by the ad-hoc committee to revise the Field Allocation policy and Fees. There are a number of criteria that drive the prioritization for field allocation. Revising the user fees is more complicated than the allocation policy. Currently some recreational groups pay a flat fee per participant per season, regardless of how much time they use. The policy is looking toward moving to an hourly fee. This is intended to change behavior as there is a perception that the fields are underutilized, partly due to groups not using space during their allocated times because there is no penalty.

Commissioner Weiner reported that there have been 10 iterations so far and that a draft will be reviewed by the commission. The policy will be presented at the April 3<sup>rd</sup> City Council

meeting. The ad-hoc committee met with the user groups separately and jointly.

Commissioner Allen stated that the user groups are most concerned with the allocations. The allocations will not change dramatically but the fees will. He stated that the user groups want to know what the fees will be used for and whether they will go into the general fund or to the facilities.

Director Leyman stated that the commission can make recommendations as to where the money should go. The commission's job is to report what they have heard and what they think is equitable.

Commissioner Allen stated that if they had a better idea of what the funds were being used for, there might be a different starting point.

Commissioner Greenberg stated that the market rates were determined but will not necessarily be applied to the user groups. It may be applied to the third party rate for a one-off user. Even so, the new rates are significantly different from the current rates.

Commissioner Allard stated that it sounds like the user groups would like to volunteer and maintain fields. Commissioner Allen stated that user groups would love to be responsible for a particular field but there are several user groups using the same fields. Commissioner Weiner stated that the user groups would like their volunteerism monetized and receive a credit for it. Commissioner Weiner stated that there should be a reasonable expectation for cost of living increase. Commissioner Allen stated that if the user groups knew that every dollar they were paying was going back in to the fields, there would be less angst.

Director Leyman stated that the process has been contentious but at the end of the day, everyone realized that it is about the kids and their experiences and that the groups will come together to make it work.

Commissioner Allen stated that the allocation policy is not as much of an issue as the fee schedule.

Commissioner Allard asked the commission to save May 28<sup>th</sup> for the Pinewood Derby. Started in 1928 in Manhattan Beach. Fundraiser for the Scout House and Senior center. Racers will be sold through the City and there will be much community involvement. City Council will enter cars, and she hopes that her fellow commissioners will participate as well.

Commissioner Turkmany announced the Leadership Manhattan Beach 20<sup>th</sup> Anniversary Black and White Gala on March 24<sup>th</sup>.

Commissioner Weiner asked if the memorial benches are the commission's responsibility. Director Leyman explained that the Parks and Recreation Commission will review the Tree and Bench donation policy and the Strand Alcove Bench donation program will be reviewed by the Cultural Arts Commission.

- I. **STAFF ITEMS** – Director Leyman gave the following program and event updates: Spring Registration has begun. Annie Lewis' tennis classes filled up in 3 minutes and Aqualetics has a few hundred registrations. The Little League parade was cancelled due to the rain so the Summer Camp Expo was cancelled as well. Staff was present for pictures at Joslyn and passed out summer camp information.

Commissioner Greenberg asked about the convenience fee for registering online. Director Leyman stated that the 5% is an ActiveNet charge that is passed along to the customer. Commissioner Greenberg stated that in his opinion, customers should not be penalized for

registering online. Both Commissioners Allen and Greenberg recommended building in the convenience fee to the class price.

*Tree and bench donation program* – Director Leyman reported that the Tree and Bench donation policy will be delayed pending the City Council workplan discussion. Once the City Council gives direction, the policy will be brought to the Commission for review.

*Facility Policy* – Staff is updating the facility policy and will be bringing the new policy to the March 26<sup>th</sup> meeting for review. The policy will address issues such as how reservations should work; should the PD/Fire Conference room be available to the public; Reservable spaces, such as whether or not Bruce’s beach and parkettes should be reservable. Director Leyman asked the commissioners to review the distributed policy and provide input at the next meeting.

Director Leyman distributed the Spring Manhappenings catalog. Commissioner Turkmany mentioned that the commissions are not listed in the Manhappenings. Commissioner Greenberg asked what percentage of households register for classes as he is concerned about the environmental impact of printing the magazine 4 times a year and mailing to all households. He stated that perhaps we should consider an opt-in/opt-out program. Commissioner Greenberg would like to include questions about the Manhappenings on the Parks Master Plan survey.

**J. ADJOURNMENT**

Commissioner Allard moved to adjourn. Commissioner Greenberg seconded the motion. The motion passed. The meeting was adjourned at 7:46 pm.

Ayes: Commissioners Karger, Turkmany, Allen, Allard, Weiner and Greenberg

Noes: None

Abstain: None

Absent: Commissioner Tuffli

**CITY OF MANHATTAN BEACH  
PLANNING COMMISSION MEETING ACTION MINUTES  
MARCH 14, 2018 AT 6:00PM**

**City Hall Council Chambers – 1400 Highland Avenue, Manhattan Beach, CA 90266**

1. CALL MEETING TO ORDER                      **6:05 p.m.**
2. PLEDGE TO FLAG
3. ROLL CALL                                      **All Present**
4. AUDIENCE PARTICIPATION                      **(3-minute Limitation)**                      **None**
5. APPROVAL OF MINUTES  
  
03/14/18-1.      Regular Meeting – February 14, 2018                      **Approved with no changes (5:0)**  
  
03/14/18-2.      Regular Meeting – February 28, 2018                      **Approved with revisions (5:0)**

6. GENERAL BUSINESS

- 03/14/18-3.      Consideration of a Resolution Approving a Use Permit Amendment for the 900 Club and Downstairs Bar for Operational Changes and Changes to the Entertainment Permit Requirements, for an Existing Restaurant/Bar at 900 Manhattan Avenue (900 Club and Downstairs Bar)  
**Adopted resolution approving with conditions and additional revisions to conditions 1, 11, 17 and 21 (4:1; Burkhalter voted NO)**

**\*\*Apostol and Seville-Jones recused themselves from the next item and left the room. Commissioner Burkhalter proceeded as Chairperson for the next item\*\***

7. PUBLIC HEARING

- 03/14/18-4.      Consideration of Resolutions Approving Use Permit Applications to Construct a New Office Building and an Office Building Addition and Certification of a Final Environmental Impact Report Pursuant to the California Quality Act for Projects at 305 and 330 South Sepulveda Boulevard (Skechers USA)  
**Conducted the continued public hearing and adopted resolutions approving with conditions (3:0:2; Apostol and Seville-Jones recused)**

**\*\*Apostol and Seville-Jones returned to the dais. Apostol resumed as Chairperson\*\***

- 03/14/18-5.      Consideration of the Final Draft General Plan Mobility Plan Update and Negative Declaration of Environmental Impacts Pursuant to the California Environmental Quality Act (CEQA)  
**Conducted the public hearing and adopted resolution of approval (5:0)**

8. DIRECTOR'S ITEMS

*a. Metlox appeal and DDA to City Council – April 3<sup>rd</sup>, 2018*

9. PLANNING COMMISSION ITEMS

*a. Code Enforcement staffing, process, roles, and relationship with Police was raised as a possible future agenda item; Commission did not support*

10. TENTATIVE AGENDA                      March 28, 2018                      ***None (to be cancelled)***

11. ADJOURNMENT TO                      March 28, 2018                      ***8:50 p.m.***

April 11, 2018      April 25, 2018      May 9, 2018      May 23, 2018      June 13, 2018

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