

City of Hermosa Beach

*City Hall
1315 Valley Drive
Hermosa Beach, CA 90254*



Regular Meeting Agenda

Tuesday, June 22, 2021

5:00 PM

Closed Session - 5:00 PM

Regular Meeting - 6:00 PM

Duly Posted on June 18, 2021 at 2:35 a.m. by E.S.

City Council

Mayor

Justin Massey

Mayor Pro Tem

Michael Detoy

Councilmembers

Stacey Armato

Mary Campbell

Raymond Jackson

City Treasurer

Karen Nowicki

City Attorney

Michael Jenkins

Executive Team

Suja Lowenthal, City Manager

Eduardo Sarmiento, City Clerk

Viki Copeland, Finance Director

Marnell Gibson, Public Works Director

Paul LeBaron, Chief of Police

Angela Crespi, Deputy City Manager

Ken Robertson, Community Development Director

Vanessa Godinez, Human Resources Manager

John Jones, Interim Community Resources Manager

PLEASE NOTE:

This is a full Packet including all pages and sub-pages, of all staff-reports and other materials of each agenda item as if physically stacked together and represents the complete agenda Packet as a single PDF file as of the date and time the agenda was initially posted (unless otherwise indicated here). It is meant to be an aid, but not intended as a replacement for the 'Living' agenda.

This full Packet does not contain additions, modifications, or supplementals that have been added after the first posting of the 'Living' agenda unless indicated here.

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Agenda/Minutes page which for this agenda is: [06-22-21 Regular City Council Meeting Agenda](#)

Note again, that the agenda appearing below the following items' page number table may have changed and represents the page numbers to the agenda and materials contained in this full agenda packet only.

The agenda-items page number table below provides the starting page of each item in this full contiguous packet PDF file. To better utilize these page numbers, note that the *Adobe Acrobat* reader has a feature to display page thumb-nails down the left edge of your screen. With the page-thumbnails displayed you may click on a page's thumb-nail to immediately move to the item's starting page directly.

Be aware, that as this full packet may include MINUTES of prior meetings, if searching the entire Packet for particular text, understand that when you find such text, that if it is within a MINUTES page of minutes, that are included in this agenda for approval, that it may appear to you that you are at an agenda item within the current agenda. Avoid such confusion by noting that pages that contain MINUTES included for approval are so identified at the top of each such page within this full packet.

City Council Regular Meeting Agenda Packet		
Agenda Item No.	Starting Page	Ending Page
Agenda	1	16
COVID-19 UPDATE BCHD	17	17
CITY MANAGER REPORT		
COVID-19 Update	18	18
UPDATE FROM CHIEF LEBARON ON ENFORCEMENT MEASURES	19	19
UPDATES FROM AD HOC COMMITTEES	20	20
Consent Calendar		
11a	21	51
11b	52	71
11c	72	72
11d	73	73
11e	74	79
11f	80	88
11g	87	89
11h	90	107
11i	108	132
11j	133	153
11k	154	163
PUBLIC HEARING		
13a	164	196
13b	197	202
Municipal Matters		
14a	203	207
14b	208	348
14c	349	419
14d	420	481
14e	482	548
14f	549	584
14g	585	627
FUTURE AGENDA ITEMS		
15a	628	634

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ZOOM: Join the meeting link if available or participate by phone

YOUTUBE CHANNEL: www.youtube.com/channel/UCaiZxw06ue-Tgc8DmXYzh2Q

CITY WEBSITE: www.hermosabeach.gov and visit the Agendas/Minutes/Videos page

*****PLEASE NOTE: IF YOU EXPERIENCE TECHNICAL DIFFICULTIES WHILE VIEWING THE MEETING ON ONE OF THESE PLATFORMS, PLEASE TRY ONE OF THE OTHER VIEWING OPTIONS*****

5:00 P.M. - CLOSED SESSION**CALL TO ORDER****ROLL CALL****PUBLIC COMMENT ON THE CLOSED SESSION AGENDA****JOIN THE VIRTUAL MEETING AT:**

<https://us02web.zoom.us/j/87032785286?pwd=RGVVZnduNGVVGJLOFlvaFNuYTBIUT09>

OR PARTICIPATE BY PHONE:

- Toll Free: 877-853-5257
- Meeting ID: 870 3278 5286, then #
- Passcode: 513185

ATTENDEES WILL BE MUTED UNTIL THE PUBLIC PARTICIPATION PERIOD IS OPENED.

If you are joining by phone, press * 6 to unmute your line. Comments from the public are limited to 3 minutes per speaker.

RECESS TO CLOSED SESSION

a. **21-0377** **MINUTES:** Approval of minutes of Closed Session held on June 8, 2021.

b. **21-0378** **CONFERENCE WITH LEGAL COUNSEL: Pending Litigation**
Government Code Section 54956.9(d)(1)

The City finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the City in the litigation.

Dina Fangary v. City of Hermosa Beach, et al. Los Angeles County
Superior Court, Case number: 19STCP05134

ADJOURNMENT OF CLOSED SESSION

6:00 P.M. - REGULAR AGENDA**PUBLIC COMMENT**

City Hall will be closed to the public until further notice. Virtual Meetings are held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020. Members of the public may email comments to Esarmiento@hermosabeach.gov or submit eComments until 3:00 p.m. on the meeting date. Members of the public may also participate by phone.

JOIN THE VIRTUAL MEETING AT:

<https://us02web.zoom.us/j/87032785286?pwd=RGVVZnduNGVVGJLOFlvaFNuYTBIUT09>

OR PARTICIPATE BY PHONE:

- Toll Free: 877-853-5257
- Meeting ID: 870 3278 5286
- Participant ID: 513185

ATTENDEES WILL BE MUTED UNTIL THE PUBLIC PARTICIPATION PERIOD IS OPENED.

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Oral and Written Communication

Persons who wish to have written materials included in the agenda packet at the time the agenda is published on the City's website must submit the written materials to the City Manager's office by email (esarmiento@hermosabeach.gov) or in person by noon of the Tuesday, one week before the meeting date.

Written materials pertaining to matters listed on the posted agenda received after the agenda has been posted will be added as supplemental materials under the relevant agenda item on the City's website at the same time as they are distributed to the City Council by email. Supplemental materials may be submitted via eComment (instructions below) or emailed to esarmiento@hermosabeach.gov.

Supplemental materials must be received before 4:00 p.m. on the date of the meeting to ensure Council and staff have the ability to review materials prior to the meeting. Supplemental materials submitted after 4:00 p.m. on the date of the meeting or submitted during the meeting will be posted online the next day.

Submit Supplemental eComments in three easy steps:

Note: Your comments will become part of the official meeting record. You must provide your full name, but please do not provide any other personal information (i.e. phone numbers, addresses, etc) that you do not want to be published.

1. Go to the Agendas/Minutes/Video webpage and find the meeting you'd like to submit comments on. Click on the eComment button for your selected meeting.
2. Find the agenda item for which you would like to provide a comment. You can select a specific agenda item/project or provide general comments under the Oral/Written Communications item.
3. Sign in to your SpeakUp Hermosa Account or as a guest, enter your comment in the field provided, provide your name, and if applicable, attach files before submitting your comment.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. CLOSED SESSION REPORT

V. ANNOUNCEMENTS - UPCOMING CITY EVENTS

VI. APPROVAL OF AGENDA: This is the time for the City Council to change the order in which it takes up items on this agenda, remove and/or continue agenda items and pull items from the consent calendar for separate consideration.

VII. PROCLAMATIONS / PRESENTATIONS

- a. 21-0393 COVID-19 HEALTH UPDATE FROM BEACH CITIES HEALTH DISTRICT**

VIII. CITY MANAGER REPORT - The City Manager and staff may provide brief reports on pending City business. Longer oral reports to be provided are as follows:

- | | | |
|----|---------|--|
| a. | 21-0376 | COVID-19 UPDATE |
| b. | 21-0375 | UPDATE FROM CHIEF LEBARON ON
ENFORCEMENT MEASURES |

IX. PUBLIC PARTICIPATION -- ORAL AND WRITTEN COMMUNICATIONS FROM THE PUBLIC: This is the time for members of the public to address the City Council on any items within the Council's jurisdiction not on this agenda, on items on this agenda as to which public comment will not be taken (City Manager Reports, City Councilmember Reports Consent Calendar items that are not pulled for separate consideration and Future Agenda Items), on written communications, and to request the removal of an item from the consent calendar. Public comments on the agenda items called City Manager Reports, City Councilmembers Reports, Consent Calendar items that are not pulled for separate consideration and Future Agenda Items will only be heard at this time. Further, comments on public hearing items are heard only during the public hearing. Members of the audience may also speak during discussion of items removed from the Consent Calendar for separate consideration; during Public Hearings; and, during discussion of items appearing under Municipal Matters.

All comments from the public under this agenda item are limited to three minutes per speaker, but this time allotment may be reduced due to time constraints. The City Council acknowledges receipt of the written communications listed below. No action will be taken on matters raised in oral and written communications, except that the Council may take action to schedule issues raised in oral and written communications for a future agenda. Speakers with comments regarding City management or departmental operations are encouraged to submit those comments directly to the City Manager.

X. CITY COUNCILMEMBER COMMENTS: Councilmembers may briefly respond to public comments, may ask a question for clarification or make a brief announcement or report on his or her own activities or meetings attended.

- a. 21-0379 **UPDATES FROM CITY COUNCIL AD HOC SUBCOMMITTEES
AND STANDING COMMITTEE DELEGATES/ALTERNATES**

XI. CONSENT CALENDAR: The following matters will be acted upon collectively with a single motion and vote to approve with the majority consent of the City Council. Councilmembers may orally register a negative vote on any consent calendar item without pulling the item for separate consideration prior to the vote on the consent calendar. There will be no separate discussion of these items unless a Council member removes an item from the Consent Calendar, either under Approval of the Agenda or under this item prior to the vote on the consent calendar. Items removed will be considered under Agenda Item XII (12), with public comment permitted at that time. The title is deemed to be read and further reading waived of any ordinance listed on the consent calendar for introduction or adoption.

- a. [REPORT](#) **CITY COUNCIL MEETING MINUTES**
 [21-0380](#) (City Clerk Eduardo Sarmiento)

Recommendation: Staff recommends City Council approve the following minutes:

1. June 8, 2021 Special City Council Meeting
2. June 8, 2021 Regular City Council Meeting
3. June 9, 2020, Regular City Council Meeting
4. June 23, 2020 Special City Council Meeting

Attachments: [1. 06-08-21 Special Mtg. Minutes](#)
 [2. 06-08-21 Regular City Council Mtg. Minutes](#)
 [3. 6-9-20 CC Regular Meeting Minutes](#)
 [4. 6-23-20 CC Special Meeting Minutes](#)

- b. [REPORT](#) **CHECK REGISTERS**
 [21-0369](#) (Finance Director Viki Copeland)

Recommendation: Staff recommends City Council ratify the following check registers.

Attachments: [1. 5-27-21](#)
 [2. 6-3-21](#)

- c. [REPORT](#) **MEMORANDUM REGARDING REVENUE REPORT, EXPENDITURE**
 [21-0388](#) **REPORT, COVID-19 REVENUE TRACKING REPORT, AND CIP**
 REPORT BY PROJECT FOR MAY 2021
 (Finance Director Viki Copeland)

- d. [REPORT](#) **MEMORANDUM REGARDING CITY TREASURER'S REPORT**
 [21-0389](#) **AND CASH BALANCE REPORT FOR MAY 2021**
 (City Treasurer Karen Nowicki)

- e. [REPORT](#) **CAPITAL IMPROVEMENT PROGRAM STATUS**
 [21-0384](#) **REPORT AS OF JUNE 15, 2021**
 (Interim Public Works Director Angela Crespi)

Recommendation: Staff recommends City Council receive and file the Capital Improvement Program Status Report as of June 15, 2021.

Attachments: [Capital Improvement Program Status Report as of June 15, 2021](#)

- f. [REPORT](#) **ACTION SHEET OF THE PLANNING COMMISSION**
 [21-0371](#) **MEETING OF JUNE 15, 2021**
 (Community Development Director Ken Robertson)

Recommendation: Staff recommends City Council receive and file the action sheet of the Planning Commission meeting of June 15, 2021.

Attachments: [Action Sheet of the June 15, 2021 Planning Commission Meeting](#)

- g. [REPORT](#) **PLANNING COMMISSION TENTATIVE FUTURE AGENDA ITEMS**
 [21-0372](#) (Community Development Director Ken Robertson)

Recommendation: Staff recommends City Council receive and file the June 30, 2021 and July 20, 2021 Planning Commission tentative future agenda items.

Attachments: [1. Planning Commission June 30, 2021 Tentative Future Agenda](#)
 [2. Planning Commission July 20, 2021 Tentative Future Agenda](#)

- h. [REPORT](#) **APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR**
 [21-0363](#) **CONSULTING SERVICES RELATED TO COMPLIANCE WITH**
 THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
 (Community Development Director Ken Robertson)

Recommendation: Staff recommends City Council:
1. Approve a Professional Services Agreement with Ed Almanza & Associates for consulting services related to compliance with the California Environmental Quality Act, including on-call services, through June 30, 2022, and a total maximum compensation amount of \$105,400; and
2. Authorize the Mayor to execute and the City Clerk to attest the attached first amendment subject to approval by the City Attorney (Attachment 1).

Attachments: [1. Draft Professional Services Agreement with Ed Almanza & Associates](#)

i. [REPORT](#)
[21-0382](#)

**ORDINANCE 21-1431 OF THE CITY OF HERMOSA BEACH,
CALIFORNIA, AMENDING VARIOUS SECTIONS OF CHAPTER 8.12
OF AND ADDING CHAPTER 8.14 TO THE HERMOSA BEACH
MUNICIPAL CODE REGARDING SOLID WASTE
(City Clerk Eduardo Sarmiento)**

Recommendation: Staff recommends City Council waive full reading and adopt by title Ordinance No. 21-1431.

Attachments: [21-1431 Solid Waste Municipal Code Amendment](#)

j. [REPORT](#)
[21-0385](#)

**APPROVAL OF SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF HERMOSA BEACH AND THE
HERMOSA BEACH CHAMBER OF COMMERCE TO
PROVIDE FIESTAS HERMOSA**

(Deputy City Manager Angela Crespi)

Recommendation: Staff recommends City Council:

1. Approve the proposed second amendment to an agreement with the Hermosa Beach Chamber of Commerce to provide Fiesta Hermosa events to allow event activities on Friday evening of Labor Day 2021, on a trial basis, with future Friday evening activities at the sole discretion of the City; and
2. Authorize the Mayor to execute and the City Clerk to attest the attached second amendment subject to approval by the City Attorney (Attachment 3).

Attachments: [1. Agreement with the Hermosa Beach Chamber of Commerce](#)
[2. First Amendment to Agreement](#)
[3. Second Amendment to Agreement](#)

k. [REPORT](#)
[21-0387](#)

**APPROVAL OF ROAD REPAIR AND ACCOUNTABILITY
ACT OF 2017 (SENATE BILL 1) PROJECT LIST FOR THE
CITY OF HERMOSA BEACH FOR FISCAL YEAR 2021-22
(Interim Public Works Director Angela Crespi)**

Recommendation: Staff recommends City Council:

1. Approve a resolution adopting a list of projects for FY 2021-2022 funded by (SB 1) Road Repair and Accountability Act of 2017; and
2. Direct staff to submit the project list and supporting documentation to the California Transportation Commission by July 1, 2021.

Attachments: [1. Resolution Adopting a List of Projects For FY 2021-22 Funded by SB1](#)
[2. Hermosa Beach Fiscal Year 2021-22 RMRA Project List](#)
[3. List of Project Street Locations](#)

XII. ITEMS REMOVED FROM THE CONSENT CALENDAR FOR SEPARATE DISCUSSION - Items pulled from the Consent Calendar will be handled separately. Public comment will be taken prior to Council deliberation and action on each item pulled from the Consent Calendar.

XIII. PUBLIC HEARINGS - TO COMMENCE AT 6:30 P.M.

- a. [REPORT](#) [21-0365](#) **ORDINANCE AMENDING CHAPTER 8.60 OF THE
HERMOSA BEACH MUNICIPAL CODE TO COMPLY
WITH THE DEPARTMENT OF WATER RESOURCES'
MODEL WATER EFFICIENT LANDSCAPE ORDINANCE**
(Environmental Programs Manager Doug Krauss)

Recommendation: Staff recommends City Council introduce an Ordinance Amending Chapter 8.60 of the Hermosa Beach Municipal Code to comply with the Department of Water Resources' Model Water Efficient Landscape Ordinance.

Attachments: [1. 2010 WELO Ordinance](#)
[2. ORDINANCE NO. 21-1432](#)

- b. [REPORT](#) [21-0373](#) **ORDINANCE TO REGULATE OUTDOOR LIGHTING**
(Building and Code Enforcement Official Robert Rollins)

Recommendation: Staff recommends City Council introduce on first reading, an Ordinance of the City of Hermosa Beach adding Chapter 8.72 to Title 8 of the Hermosa Beach Municipal Code; amending Chapter 1.10; and finding the action exempt from the California Environmental Quality Act (Attachment 1).

Attachments: [1. Draft Ordinance](#)

XIV. MUNICIPAL MATTERS

- a. [REPORT](#) [21-0323](#) **PARTICIPATION IN BEACH CITIES TRANSIT (BCT) LINE 109
AGREEMENT, WITH NO REQUIRED FINANCIAL CONTRIBUTION
FROM THE CITY FOR FISCAL YEAR 2021-2022, WITH THE CITIES
OF EL SEGUNDO, MANHATTAN BEACH AND REDONDO BEACH,
FUNDED FROM PROPOSITION A FUNDS**
(Community Development Director Ken Robertson)

Recommendation: Staff recommends City Council:
1. Approve participation for one year along with the other beach cities, with no required financial contribution from the City for Fiscal Year 2021-2022; and
2. Direct the Mayor to sign the Agreement on behalf of the City.

Attachments: [1. Transit Service Operation Agreement for Fiscal Year 2021-2022](#)

- b. [REPORT](#) [21-0386](#) **FRIENDS OF THE LIBRARY RELOCATION
AND LEASE AGREEMENT**
(Brandy Villanueva, Emergency Management Coordinator)

Recommendation: Staff recommends City Council:
1. Approve a Lease Agreement between the City of Hermosa Beach and Friends of the Library to facilitate its relocation and future storage requirements; and
2. Authorize the Mayor to execute and the City Clerk to attest the agreement subject to approval by the City Attorney (Attachment 4).

- Attachments:**
- [1. July 25, 2017 Staff Report: Bard Street Gate and Fencing for Public Safety \(FD & PD\)](#)
 - [2. CIP 17-683 Construction of a new retaining wall and prefabricated building foundation](#)
 - [3. Possible FOL Location Options](#)
 - [4. Draft Lease Agreement](#)

c. [REPORT
21-0374](#)

**STATUS UPDATE AND DISCUSSION OF OPTIONS FOR
TEMPORARY EXPANDED OUTDOOR DINING AND RETAIL
AND TEMPORARY LANE RECONFIGURATIONS IMPLEMENTED
TO HELP BUSINESSES DURING THE COVID-19 PANDEMIC**
(Environmental Program Manager, Doug Krauss)

Recommendation: Staff recommends City Council:

1. Consider staff's assessment and provide direction on next steps for the temporary expanded outdoor dining and retail pilot program throughout all commercial districts and, if desired, continue program for a specified period (e.g. through the end of 2021) and direct staff to bring back an extended urgency ordinance as necessary to continue the program;
2. Consider staff's assessment and provide direction on next steps for the temporary lane reconfigurations in the downtown district on Pier Avenue and Hermosa Avenue and, if desired, continue program for a specified period, and direct staff to prepare a resolution to extend the program;
3. Provide staff direction regarding implementation of a reapplication and renewal process for businesses to continue the use of outdoor seating and retail areas, the re-establishment of encroachment fees as applied to dining areas in the public right-of-way prior to the temporary program, and whether to explore other possible fees for use of the public space;
4. Consider additional traffic counts of the downtown lane reconfigurations, appropriate \$3,000 from the Capital Improvement Fund to fund the work, and direct staff to implement these counts; and
5. Direct staff to conduct a continuing assessment of any pilot programs extended for a specified period for future consideration regarding a possible permanent or longer-term program.

- Attachments:**
- [1. COVID-19 Related Resolutions\Ordinances](#)
 - [2. Temporary Outdoor Dining Permit Log and Contact List](#)
 - [3. Chamber of Commerce Business Survey Results](#)
 - [4. City of Hermosa Beach Community Survey Results](#)
 - [5. Traffic Count Memo](#)
 - [6. Executive Order No. 2020-05](#)

d. [REPORT
21-0370](#)

**AWARD OF CONSTRUCTION CONTRACT FOR CIP 186 & CIP 190
STREET IMPROVEMENTS VARIOUS LOCATIONS**
(Interim Public Works Director Angela Crespi)

- Recommendation:** Staff recommends City Council:
1. Award the construction contract for CIP 186 and CIP 190 Street Improvements Various Locations to Hardy & Harper, Inc. in the amount of \$815,000;
 2. Authorize the Interim Director of Public Works to establish a 65 percent project contingency for a total contingency amount of \$529,750;
 3. Adopt the attached resolution entitled "A Resolution of The City Council of the City of Hermosa Beach Approving the Construction of CIP NO. 186 & CIP NO. 190 Street Improvements Various Locations Pursuant to Government Code Section 830.6 and Establishing A Project Payment Account;"
 4. Authorize the Mayor to execute the construction contract and the City Clerk to attest, subject to approval by the City Attorney; and
 5. Authorize the Interim Director of Public Works to file a Notice of Completion following final completion of the project.

- Attachments:**
- [1. Bid Opening Log](#)
 - [2. Hardy & Harper, Inc., Bid Documents](#)
 - [3. Draft Resolution](#)
 - [4. Hardy and Harper, Inc. Draft Agreement](#)
 - [5. Map of selected streets](#)
 - [6. List of selected streets](#)

e. [REPORT](#)
[21-0364](#)

**AWARD OF CONSTRUCTION CONTRACT FOR CIP 192 ANNUAL
STRIPING IMPROVEMENTS AT VARIOUS LOCATIONS**
(Interim Public Works Director Angela Crespi)

- Recommendation:** Staff recommends City Council:
1. Reject the low bidder, Chrisp Company for construction contract CIP 192 Annual Striping Improvements at Various Locations in the amount of \$60,947 due to unresponsiveness for failure to include a mandatory component;
 2. Award the construction contract for CIP 192 Annual Striping Improvements at Various Locations to PCI, the lowest responsible bidder, in the amount of \$96,566;
 3. Authorize the Interim Director of Public Works to establish a project contingency of \$3,434;
 4. Adopt the attached resolution entitled, "A Resolution of The City Council of the City of Hermosa Beach Approving the Construction of CIP 192 Annual Striping Improvements at Various Locations Pursuant to Government Code Section 830.6 and Establishing A Project Payment Account;"
 5. Authorize the Mayor to execute the construction contract and the City Clerk to attest, subject to approval by the City Attorney; and
 6. Authorize the Interim Director of Public Works to file a Notice of Completion following final completion of the project.

- Attachments:**
- [1. Bid Summary Log](#)
 - [2. Chrisp Company Bid Documents](#)
 - [3. PCI Bid Documents](#)
 - [4. Draft Resolution](#)
 - [5. Draft Contract Agreement - PCI](#)

f. [REPORT](#)
[21-0381](#)

**A LETTER OF SUPPORT FOR THE HERMOSA BEACH CITY
SCHOOL DISTRICT'S EFFORTS TO IMPLEMENT ITS EQUITY &**

INCLUSION GOALS

(Deputy City Manager Angela Crespi)

Recommendation: Staff recommends City Council authorize a letter to the Hermosa Beach City School District (HBCSD) in support of efforts to implement its Equity and Inclusion goal and authorize the Mayor to sign it on behalf of the City.

Attachments: [1. HBCSD Goals 2021-2022](#)
[2. HBCSD Equity Resolution](#)
[3. HBCSD Equity Task Force Recommendations](#)
[4. Draft Letter of Support](#)

g. [REPORT](#)
[21-0392](#)

**COMMERCIAL EVICTION MORATORIUM AND RESIDENTIAL
SUBSTANTIAL REMODEL EVICTION PROTECTIONS**

(City Attorney Michael Jenkins)

(Assistant City Attorney Monica Castillo)

Recommendation: Staff recommends City Council take the following actions:

1. Adopt by four-fifths vote of Council an ordinance titled, "An Urgency Ordinance of the City of Hermosa Beach Extending the Temporary Moratorium on Commercial Evictions During the COVID-19 Pandemic and Setting Forth the Facts Constituting Such Urgency;"
2. Adopt by four-fifths vote of Council, an ordinance titled, "An Urgency Ordinance of the City of Hermosa Beach Adding Chapter 8.69 to Title 8 (Health and Safety) of the Hermosa Beach Municipal Code to Regulate Evictions Based on Intent to Demolish or Substantially Remodel Residential Rental Property and Setting Forth the Facts Constituting Such Urgency;" and
3. Introduce and waive first reading of an ordinance titled, "An Ordinance of the City of Hermosa Beach Adding Chapter 8.69 to Title 8 (Health and Safety) of the Hermosa Beach Municipal Code to Regulate Evictions Based on Intent to Demolish or Substantially Remodel Residential Rental Property."

Attachments: [1. Hermosa Beach Urgency Ord re Comm I Eviction Extension](#)
[2. Hermosa Beach Urgency Ord re Resi Subst I Remodel Protection](#)
[3. Ordinance re Substantial Remodel Resi Evictions](#)
[4. Table of Covid-19 Related Items](#)

XV. FUTURE AGENDA ITEMS - Requests from Councilmembers for possible future agenda items and questions from Councilmembers regarding the status of future agenda items. No discussion or debate of these requests shall be undertaken; the sole action is whether to schedule the item for consideration on a future agenda. No public comment will be taken. Councilmembers should consider the city's work plan when considering new items. The existing list of future agenda items below is for information only.

a. [21-0391](#) **TENTATIVE FUTURE AGENDA ITEMS**

Attachments: [Tentative Future Agenda.pdf](#)

XVI. ADJOURNMENT

FUTURE MEETINGS AND CITY HOLIDAYS**CITY COUNCIL MEETINGS:**

June 29, 2021 - Tuesday - Adjourned Regular Meeting:

6:00 PM - Budget Workshop and Public Hearing

July 13, 2021 - Tuesday - 5:00 PM - Closed Session,

6:00 PM - City Council Meeting

July 22, 2021 - Thursday - Adjourned Regular Meeting:

6:00 PM - Joint Meeting with all Boards/Commissions

July 27, 2021 - Tuesday - 5:00 PM - Closed Session,

6:00 PM - City Council Meeting

August 10, 2021 - Tuesday - 5:00 PM - Closed Session,

6:00 PM - City Council Meeting

August 16, 2021 - Monday - Adjourned Regular Meeting:

5:00 PM - Tri-Agency Meeting with HBCSD and BCHD

August 24, 2021 - Tuesday - No Meeting (Dark)

September 14, 2021 - Tuesday - 5:00 PM - Closed Session,

6:00 PM - City Council Meeting

September 28, 2021 - Tuesday - 5:00 PM - Closed Session,

6:00 PM - City Council Meeting

October 12, 2021 - Tuesday - 5:00 PM - Closed Session,

6:00 PM - City Council Meeting

October 23, 2021 - Saturday - Adjourned Regular Meeting:

9:00 AM - City Council Retreat

October 26, 2021 - Tuesday - 5:00 PM - Closed Session,

6:00 PM - City Council Meeting

November 9, 2021 - Tuesday - 5:00 PM - Closed Session,

6:00 PM - City Council Meeting (Mayor Transition)

November 23, 2021 - Tuesday - 5:00 PM - Closed Session,

6:00 PM - City Council Meeting

December 14, 2021 - Tuesday - 5:00 PM - Closed Session,

6:00 PM - City Council Meeting

December 28, 2020 - Tuesday - No Meeting (Dark)

BOARDS, COMMISSIONS AND COMMITTEE MEETINGS:

July 12, 2021 - Monday - 6:00 PM - Economic Development Committee Meeting
July 21, 2021 - Wednesday - 6:00 PM - Public Works Commission Meeting
July 20, 2021 - Tuesday - 6:00 PM - Planning Commission Meeting
August 2, 2021 - Monday - 6:00 PM - Economic Development Committee Meeting
August 3, 2021 - Tuesday - 7:00 PM - Parks and Recreation Advisory Commission Meeting
August 17, 2021 - Tuesday - 6:00 PM - Planning Commission Meeting
September 9, 2021 - Thursday - 7:00 PM - Parks and Recreation Advisory Commission Meeting
September 13, 2021 - Monday - 6:00 PM - Economic Development Committee Meeting
September 21, 2021 - Tuesday - 6:00 PM - Planning Commission Meeting
September 15, 2021 - Wednesday - 6:00 PM - Public Works Commission Meeting
October 4, 2021 - Monday - 6:00 PM - Economic Development Committee Meeting
October 5, 2021 - Tuesday - 7:00 PM - Parks and Recreation Advisory Commission Meeting
October 19, 2021 - Tuesday - 6:00 PM - Planning Commission Meeting
November 1, 2021 - Monday - 6:00 PM - Economic Development Committee Meeting
November 2, 2021 - Tuesday - 7:00 PM - Parks and Recreation Advisory Commission Meeting
November 16, 2021 - Tuesday - 6:00 PM - Planning Commission Meeting
November 17, 2021 - Wednesday - 6:00 PM - Public Works Commission Meeting
December 6, 2021 - Monday - 6:00 PM - Economic Development Committee Meeting
December 7, 2021 - Tuesday - 7:00 PM - Parks and Recreation Advisory Commission Meeting
December 13, 2021 - Monday - 6:00 PM - Planning Commission Meeting

CITY OFFICES CLOSED FRIDAY-SUNDAY AND ON THE FOLLOWING DAYS:

July 5, 2021 - Monday - Independence Day Observed
September 6, 2021 - Monday - Labor Day
November 11, 2021 - Thursday - Veteran's Day
November 25, 2021 - Thursday - Thanksgiving Day



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

21-0393

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

COVID-19 HEALTH UPDATE FROM BEACH CITIES HEALTH DISTRICT



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

21-0376

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

COVID-19 UPDATE



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

21-0375

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

**UPDATE FROM CHIEF LEBARON ON
ENFORCEMENT MEASURES**



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

21-0379

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

**UPDATES FROM CITY COUNCIL AD HOC SUBCOMMITTEES
AND STANDING COMMITTEE DELEGATES/ALTERNATES**



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

REPORT 21-0380

Honorable Mayor and Members of the Hermosa Beach City Council Regular Meeting of June 22, 2021

CITY COUNCIL MEETING MINUTES (City Clerk Eduardo Sarmiento)

Recommended Action:

Staff recommends City Council approve the following minutes:

1. June 8, 2021 Special City Council Meeting
2. June 8, 2021 Regular City Council Meeting
3. June 9, 2020, Regular City Council Meeting
4. June 23, 2020 Special City Council Meeting

Due to staffing shortages in the City Clerk's office, the following minutes will be provided as soon as they become available:

1. October 13, 2020 Regular Council Meeting
2. October 19, 2020 Adjourned Regular Meeting
3. October 27, 2020 Regular Meeting

Respectfully Submitted by: Eduardo Sarmiento, City Clerk

Approved: Suja Lowenthal, City Manager



**Hermosa Beach City Council
Special Meeting Minutes**

Tuesday, June 8, 2021

Special Session-5:00 P.M.,

Virtual Meeting via Zoom

City Council

Justin Massey, Mayor

Michael Detoy, Mayor Pro Tem

Stacey Armato, Councilmember

Mary Campbell, Councilmember

I. CALL TO ORDER

The City Council Regular Meeting of the City of Hermosa Beach met via a virtual meeting held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom March 17, 2020 on the above date. Meeting was called to order by Mayor Massey at 5:01 p.m.

II. ROLL CALL

Present: Councilmembers Armato, Campbell, Mayor Pro Tem Detoy, and Mayor Massey

Absent: None

III. PUBLIC PARTICIPATION

The following members of the public provided public comment:

1. Laura Pena
2. Kent Allen

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. ([June 8, 2021 Special City Council Meeting](#)))

1. RESOLUTION DECLARING THE RESULTS OF THE SPECIAL MUNICIPAL ELECTION OF MAY 11, 2021

MOTION: Councilmember Armato motioned to approve staff recommendation, seconded by Councilmember Campbell. Motion carried by unanimous consent.

AYES: Councilmembers Campbell, Armato, Mayor Pro Tem Detoy, and Mayor Massey

NOES: None

Following the adoption of the resolution reciting the fact of the special municipal election held on May 11, 2021, declaring the results and such other matters as provided by law, Councilmember Elect Raymond Jackson signed the oath of office for a second time. City Attorney Jenkins then proceeded to provide clarifying remarks related to the process of certification of election and oath of office.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. ([June 8, 2021 Special City Council Meeting](#)))

ADJOURNMENT

Mayor Massey adjourned the Special City Council meeting at 5:22 p.m. The Special City Council meeting concluded at 5:22 p.m.

Eduardo Sarmiento, City Clerk



**Hermosa Beach City Council
Regular Meeting Minutes**

Tuesday, June 8, 2021

Closed Session-5:00 P.M.,

Regular Session 6:00 P.M.

Virtual Meeting via Zoom

City Council

Justin Massey, Mayor

Michael Detoy, Mayor Pro Tem

Stacey Armato, Councilmember

Mary Campbell, Councilmember

Ray Jackson, Councilmember

I. CALL TO ORDER

The City Council Regular Meeting of the City of Hermosa Beach met via a virtual meeting held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom March 17, 2020 on the above date. Meeting was called to order by Mayor Massey at 6:02 p.m.

II. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led Mayor Massey.

III. ROLL CALL

Present: Councilmembers Jackson, Campbell, Armato, Mayor Pro Tem Detoy, and Mayor Massey

Absent: None

IV. CLOSED SESSION REPORT

City attorney Jenkins stated one item was listed on the closed session agenda, no additional items were added, and no reportable action was taken.

V. ANNOUNCEMENTS

Mayor Massey began his comments by thanking everyone who participated this years virtual Coffee with the Mayor meetings. He shared that attendance has declined as the weather has gotten warmer, so the Mayor's Virtual Coffee will be taking a summer vacation. Staff will review whether to resume it in the Fall.

Next Mayor Massey shared that the last unveiling and reception for the 10th and final mural will be held Monday, June 28, 2021, at 6:00 p.m. in Parking Lot B. Seating for the unveiling event will be available beginning at 5:30 p.m. behind the old Bijou Theater at 42 13th Street. Local Hermosa Beach Musician Jack Tracy will provide live entertainment. The ceremony will last about 30 minutes ending with a live auction, allowing the public to bid on one of the signed & numbered Mural #10 giclée's. Afterwards, guests who purchased tickets to the reception will be directed to Tower 12 for dinner.

Mayor Massey thanked the Hermosa Beach Murals Project Board of Directors for ten murals in ten years, celebrating all things Hermosa. All the murals have been funded by the generosity of a few benefactors, the citizens of Hermosa, fundraisers, and the sale of giclée's and merchandise. He added that those who would like to help contribute to the last mural, please purchase a ticket to the Tower 12 Reception after the unveiling or donate by visiting www.hermosamurals.org.

VI. APPROVAL OF AGENDA

MOTION: Councilmember Armato motioned to approve the agenda, seconded by Councilmember Campbell. Motion carried by unanimous consent.

AYES: Councilmembers Jackson, Campbell, Armato, Mayor Pro Tem Detoy, and Mayor Massey

NOES: None

VII. PROCLAMATIONS/PRESENTATIONS

a. COVID-19 HEALTH UPDATE FROM BEACH CITIES HEALTH DISTRICT

Jacqueline Sun with Beach Cities Health District provided a presentation on the resent COVID-19 metrics.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. ([June 8, 2021 Regular City Council Meeting](#))

VIII. CITY MANAGER REPORT

City Manager Suja Lowenthal began her report by providing an update on vaccination efforts. She shared that Hermosa Beach partnered with Los Angeles County Department of Public Health to host two pop-up COVID-19 vaccination clinics in Downtown Hermosa Beach over the Memorial Day weekend and administered Pfizer vaccines to 22 people. The city plans to host additional vaccine opportunities later this summer. She emphasized that everyone ages 12 and older in California is now eligible for COVID-19 vaccines. Appointments for vaccines can be made by visiting myturn.ca.gov. The consent of a parent or legal guardian may be needed for those between the ages of 12 and 17 to receive a vaccination. Please visit vaccinateall58.com to learn more about the safe and effective vaccines available.

Next, Ms. Lowenthal reminded everyone that in-person services at Hermosa Beach's City Hall have resumed through the implementation of an appointment system, allowing people to safely visit City Hall to conduct business with the city in person. Please visit the Hermosa Beach website to schedule a time to visit City Hall. She added that the resumption of in-person City Council meetings will also be occurring this Summer.

As outlined in the reopening, recovery and resilience plan, Hermosa SHINES, the intent is to continue to take advantage of the technologies and tools being utilized during the pandemic to augment in-person services. Staff is working on integrating remote technologies with an in-person set-up so that residents and other participants in Council meetings can provide their input from their homes, offices, or other locations if needed. This is in addition to providing the opportunity for in-person comments and input inside the Council chamber. The goal is to increase public access to the meetings, and staff are working on an efficient method for broadcasting online and in-person commentary from the Council chambers. She also shared that the Hermosa Beach Rotary Club has also reopened for reservations under the Protocol for Private Events (Meetings, Receptions and Conferences): Appendix BB of the Los Angeles County Health Officer order.

City Manager Lowenthal then reminded that Hermosa Beach's 2021 Summer Camp Programs are still open for registration. She requested those interested to please look at the 2021 Summer Camp Programs Brochure for camp and class offerings and register on the City's website at hermosabeach.gov/recreation.

Ms. Lowenthal closed her report by asking everyone to continue taking precautions to prevent the spread of COVID-19 and follow the public health experts' advice to keep yourselves and your loved ones safe.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. ([June 8, 2021 Regular City Council Meeting](#)))

IX. PUBLIC COMMUNICATIONS/ORAL AND WRITTEN COMMUNICATIONS

The following members of the public provided public comment:

1. Jon David
2. Trent Larson
3. Sarah Harper
4. Matt McCool
5. Ed Hart

MOTION: Councilmember Armato motioned to receive and file the written communication submissions, seconded by Councilmember Jackson. Motion carried by unanimous consent.

AYES: Councilmembers Jackson, Campbell, Armato, Mayor Pro Tem Detoy, and Mayor Massey

NOES: None

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. ([June 8, 2021 Regular City Council Meeting](#)))

X. CITY COUNCIL COMMENTS

a. UPDATES FROM CITY COUNCIL AD HOC SUBCOMMITTEES AND STANDING COMMITTEE DELEGATES/ALTERNATES

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. ([June 8, 2021 Regular City Council Meeting](#)))

XI. CONSENT CALENDAR

MOTION: Councilmember Campbell moved to approve the consent calendar, seconded by Councilmember Armato. Motion carried by unanimous consent.

AYES: Councilmembers Jackson, Campbell, Armato, Mayor Pro Tem Detoy, and Mayor Massey

NOES: None

a. CITY COUNCIL MEETING MINUTES

b. CHECK REGISTERS

- c. ACTION MINUTES OF THE PARKS, RECREATION AND COMMUNITY RESOURCES ADVISORY COMMISSION MEETING OF MAY 4, 2021
- d. LOS ANGELES COUNTY FIRE SERVICES AND AMBULANCE MONTHLY REPORT FOR APRIL 2021
- e. APPROVAL OF A SPECIAL EVENT LONG-TERM AGREEMENT WITH THE ARTS GROUP OF HERMOSA BEACH TO PROVIDE THE FINE ARTS FESTIVAL TO BE HELD ON THE COMMUNITY CENTER LAWN
- f. APPROVAL OF THE PARKS, RECREATION AND COMMUNITY RESOURCES ADVISORY COMMISSION'S RECOMMENDATION TO APPROVE THE FIRST AMENDMENT TO AGREEMENT FOR USE OF THE HERMOSA BEACH COMMUNITY CENTER GYMNASIUM BETWEEN THE CITY OF HERMOSA BEACH AND THE HERMOSA BEACH YOUTH BASKETBALL LEAGUE
- g. HERMOSA BEACH LANDSCAPING AND STREET LIGHTING DISTRICT 2021-2022 ADOPTION OF RESOLUTIONS REGARDING THE ENGINEER'S REPORT AND SETTING JULY 13, 2021 FOR A PUBLIC HEARING
- h. APPROVAL OF THE SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF HERMOSA BEACH

XII. ITEMS REMOVED FROM THE CONSENT CALENDAR FOR SEPARATE DISCUSSION

None

XIII. PUBLIC HEARINGS – TO COMMENCE AT 6:30 P.M.

None

XIV. MUNICIPAL MATTERS

- a. VACANCIES-PARKS, RECREATION AND COMMUNITY RESOURCES ADVISORY COMMISSION TERM EXPIRATIONS-SCHEDULE APPLICANT INTERVIEWS

The following members of the public provided public comment:

- 1. Trent Larson

2. Ed Hart

MOTION: Mayor Pro Tem Detoy moved to approve staff recommendation, seconded by Councilmember Armato. Motion carried by unanimous consent.

AYES: Councilmembers Jackson, Campbell, Armato, Mayor Pro Tem Detoy, and Mayor Massey

NOES: None

b. APPROVAL OF THE REVISED ENHANCED WATERSHED MANAGEMENT PROGRAM AND REASONABLE ASSURANCE ANALYSIS FOR THE BEACH CITIES WATERSHED MANAGEMENT GROUP

The following members of the public provided public comment:

1. David Grethen

MOTION: Mayor Massey moved to approve the revised EWMP on condition that the partner cities of the Beach Cities Watershed Management Group agree to an amendment to the Memorandum of Understanding dissolution agreement that is substantially consistent with the amendment to the MOU dissolution agreement that is attached as supplemental item number 4 of the staff report, seconded by Councilmember Armato. Motion carried by unanimous consent.

AYES: Councilmembers Jackson, Campbell, Armato, Mayor Pro Tem Detoy, and Mayor Massey

NOES: None

c. APPROVAL OF SECOND AMENDMENT TO AGREEMENT FOR JANITORIAL MAINTENANCE SERVICES WITH COMMERCIAL BUILDING MAINTENANCE (FORMERLY GOLDEN TOUCH CLEANING, INC.)

MOTION: Councilmember Campbell moved to approve staff recommendation, seconded by Councilmember Armato. Motion carried by unanimous consent.

AYES: Councilmembers Jackson, Campbell, Armato, Mayor Pro Tem Detoy, and Mayor Massey

NOES: None

d. APPROVAL OF FIRST AMENDMENT TO AGREEMENT FOR SANITARY SEWER HYDRO-FLUSHING AND VIDEO INSPECTION MAINTENANCE

SERVICES WITH EMPIRE PIPE CLEANING & EQUIPMENT, INC.

MOTION: Councilmember Armato moved to approve staff recommendation, seconded by Councilmember Jackson. Motion carried by unanimous consent.

AYES: Councilmembers Jackson, Campbell, Armato, Mayor Pro Tem Detoy, and Mayor Massey

NOES: None

e. UPDATE TO COMMERCIAL AND RESIDENTIAL EVICTION MORATORIUMS

The following members of the public provided public comment:

1. Janice Brittain
2. Marc Panetta
3. Jon David
4. Ed Hart
5. Fred Nichols
6. Gregory Tousson

MOTION: Councilmember Armato moved to approve Option 1 of staff recommendation, seconded by Councilmember Campbell. Motion carried by unanimous consent.

AYES: Councilmembers Jackson, Campbell, Armato, Mayor Pro Tem Detoy, and Mayor Massey

NOES: None

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. ([June 8, 2021 Regular City Council Meeting](#)))

XV. FUTURE AGENDA ITEMS

- a. MAYOR MASSEY REQUESTS THE CITY COUNCIL DIRECT STAFF TO PLACE ON THE CITY COUNCIL'S NEXT REGULAR SESSION AGENDA A LETTER OF SUPPORT FOR THE HERMOSA BEACH CITY SCHOOL DISTRICT'S EFFORTS TO IMPLEMENT ITS EQUITY AND INCLUSION GOALS**

Mayor Massey's request for a letter of support for the Hermosa Beach City School District received unanimous support from the City Councilmembers.

b. TENTATIVE FUTURE AGENDA ITEMS

No comments were made regarding future agenda items.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. ([June 8, 2021 Regular City Council Meeting](#))

ADJOURNMENT

Mayor the Adjourned the meeting and shared that the next Regular City Council meeting will be Tuesday June 22, 2021, at 5:00 p.m. for closed session followed by regular session at 6:00 p.m. The Council meeting concluded at 9:17 p.m.

Eduardo Sarmiento, City Clerk



Hermosa Beach City Council Regular Meeting Minutes

Tuesday, June 09, 2020

Closed Session 4:00 P.M.

Regular Session 5:00 P.M.

Virtual Meeting via Zoom

City Council

Mary Campbell, Mayor

Justin Massey, Mayor Pro Tem

Stacey Armato, Councilmember

Michael Detoy, Councilmember

Hany Fangary, Councilmember

CALL TO ORDER

The City Council Regular Meeting of the City of Hermosa Beach met via a virtual meeting held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom March 17, 2020 on the above date. Meeting was called to order by Mayor Campbell at 5:05 p.m.

PLEDGE OF ALLEGIANCE

Pledge of allegiance was let by Mayor Campbell.

ROLL CALL

Present: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

CLOSED SESSION REPORT

City Attorney Jenkins provided his closed session report. Mr. Jenkins announced closed session was called to order at 4 p.m. No public comment was received, and no reportable actions were taken during closed session.

ANNOUNCEMENTS

Mayor Campbell began her announcements by recognizing the Class of 2020 high school & college graduates who reside Hermosa Beach. She shared that free announcements will be displayed intermittently on Channel 8 (Spectrum) and Channel 31 (Frontier) from June 15-31 in recognition of these graduates. To submit a graduate for recognition, please visit www.hermosabeach.gov/grads

Mayor Campbell then shared that on Thursday, June 25, 2020 at 9:30 a.m., the City of Hermosa Beach in partnership with the Beach Cities Health District will host a virtual Community Conversation. She encouraged the community to join the conversation with other residents to discuss topics like stress, resilience, connectedness, and accountability during the pandemic.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [June 9, 2021 Regular City Council Meeting](#)).

APPROVAL OF AGENDA

MOTION: Councilmember Armato moved to approve the agenda seconded by Mayor Pro Tem Massey. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [June 9, 2021 Regular City Council Meeting](#)).

PROCLAMATION / PRESENTATIONS

a. **COVID-19 HEALTH UPDATE FROM BEACH CITIES HEALTH DISTRICT**

MISCELLANEOUS ITEMS AND REPORTS – CITY MANGER

City Manager Lowenthal began her report by acknowledging George Floyd was laid to rest today and added that his funeral will not be the end of a conversation that is long overdue on how to end racism and achieve racial justice in our Country. She then empathized with the community in expressing the pain and frustrations being felt and vowed to work with committees to bring about justice and equity. She expressed how inspirational it has been to see the outpouring of community support through peaceful

protests that have been organized by community members. She added that Hermosa Beach is committed to diversity and nondiscrimination, and this is exemplified by the City's frequent reviews of policies and practices of the Hermosa Beach Police Department with full support of the Mayor and City Council. Police Chief Paul LeBaron and the Hermosa Beach Police Department leadership team have assessed current policies and will be implementing changes. Staff and the Hermosa Beach Police Department are committed to engaging the community and City Council in a meaningful conversation on how to end the inequities in our society and help to create a community and a country where all are treated equally.

City Manager Lowenthal then provided some insight on the budget conversation that will be conducted during tonight's City Council meeting. She added that the budget reflects Hermosa's community values regarding community safety and ensuring that our public safety efforts are carried out in a fair and equitable manner. The way to fulfil those community values is not by underfunding the Police, but investing in programs, training, engagement, and other resources within the Police Department and within the Hermosa community that move the needle on addressing and challenging uncomfortable issues like systemic racism. In the face of COVID-19 and the rapid decline in revenue the city has experienced and will continue to experience as the new fiscal year begins, all city departments including the Police Department have proposed budget reductions to meet the budget challenge while maintaining the level of service expected by the Hermosa community. She went on to say that staff will be evaluating funding already allocated toward programs, training, and community engagement and refocusing efforts in participating in areas that specifically address equity and inclusion within the services provided by the city.

Ms. Lowenthal then spoke on staff efforts to help local businesses by providing temporary permits for outdoor dining and retail, allowing businesses to expand on both public and private property.

City Manager Lowenthal then shared that the tennis and pickleball courts have been reopened, and are hopeful that additional recreational facilities, amenities, and programs will be reopened. City staff is still awaiting additional updates to be made to the public health order, to provide modified outdoor fitness program permits as needed at beach and park locations. Modifications will also be made to the city's contracted outdoor classes, so those instructional opportunities may resume. Staff will be reaching out representatives of these programs and activities with additional information as soon as the health order is issued, providing the modifications required to these activities and programs.

Ms. Lowenthal also shared that staff is making preparation for the phased reopening of City Hall and the Community Center to the public. Changes in operation will be implemented to protect the health and safety of the public and employees.

City Manager Lowenthal shared that the audio-visual system upgrade contract has been awarded. The upgrade to this system may cause delays in returning to in person City Council meetings due to construction. COVID-19 has also affected delivery times of materials and may also contribute to delays in completing the upgrade.

Ms. Lowenthal then shared that street sweeping enforcement will resume on Monday June 15, 2020. She added that street sweeping is an essential service to the community and ocean water quality. Street sweeping enforcement staff has given out nearly five thousand courtesy notices to vehicles parked at the curbs during sweeping periods, informing owners that their vehicle needs to be moved for upcoming street sweeping. She also mentioned that the City has resumed its enforcement of residential parking permits. She reminded all residents in these parking permit districts that they should be displaying the parking permit with year 2020-2021. She thanked all residents for their support and patience during this process.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link: [June 9, 2021 Regular City Council Meeting](#)).

PUBLIC PARTICIPATION

The following people provided public comment:

- 1) Steve Peterson
- 2) Steve Collin

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link: [June 9, 2021 Regular City Council Meeting](#)).

1. ORAL AND WRITTEN COMMUNICATIONS

None

2. CONSENT CALENDAR

MOTION: Mayor Pro Tem Massey moved to approve the consent calendar, seconded by Councilmember Detoy. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

- a. **MEMORANDUM REGARDING CITY COUNCIL MEETING MINUTES**
- b. **CHECK REGISTERS**
- c. **CITY TREASURER'S REPORT AND CASH BALANCE REPORT**
- d. **RENEWAL OF GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH AND LOS ANGELES COUNTY**
- e. **ADOPTION OF THE 2020-21 APPROPRIATIONS LIMIT**
- f. **RECOMMENDATION TO REJECT CLAIMS**

3. **CONSENT ORDINANCES**

None

4. **ITEMS REMOVED FROM THE CONSENT CALENDAR FOR SEPARATE DISCUSSION**

None

5. **PUBLIC HEARINGS**

a. **ADOPTION OF FISCAL YEAR 2020-21 BUDGET**

MOTION: Councilmember Detoy moved to approve staff recommendation, seconded by Councilmember Armato. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Mayor Pro Tem Massey, and Mayor Campbell

NOES: Councilmember Fangary

- b. **CONSIDERATION OF A MUNICIPAL CODE AMENDMENT RELATED TO REGULATIONS FOR THE OFFICIAL SEAL AND LOGO OF THE CITY OF HERMOSA BEACH, AND DETERMINATION THAT THE AMENDMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

MOTION: Mayor Pro Tem Massey moved to approve staff recommendation, seconded by Councilmember Armato. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

- c. **ADOPTION OF RESOLUTION APPROVING THE ALLOCATION OF APPROXIMATELY \$37,479 OF FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) SUPPLEMENTAL FUNDS FROM THE CARES ACT TO PREPARE, PREVENT AND RESPOND TO THE COVID-19 PANDEMIC BY INSTALLING AND RETROFITTING HANDS FREE EQUIPMENT IN EXISTING CITY PUBLIC RESTROOMS AT CITY PARKS AND CITY BUILDINGS; AUTHORIZING USE OF CDBG FUNDS FOR CONTRACTORS, AND GRANTING THE PUBLIC WORKS DIRECTOR AUTHORITY TO SUBMIT A NOTICE OF COMPLETION, IF DETERMINED TO BE NECESSARY**

MOTION: Councilmember Detoy moved to continue the item to the next regularly scheduled City Council meeting, seconded by Councilmember Armato. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link: [June 9, 2021 Regular City Council Meeting](#)).

6. MUNICIPAL MATTERS

- a. **ADOPTION OF AN URGENCY ORDINANCE OF THE CITY OF HERMOSA BEACH, CALIFORNIA, TO IMPLEMENT A TEMPORARY PERMIT FOR OUTDOOR DINING/SEATING AND OUTDOOR RETAIL DISPLAY TO ASSIST IN THE REOPENING OF RESTAURANTS, FOOD, AND RETAIL ESTABLISHMENTS DURING COVID-19; AND CERTIFYING THE CITY MANAGER\DIRECTOR OF EMERGENCY SERVICES EXECUTIVE ORDER NO. 2020-05 PERMITTING**

MOTION: Councilmember Armato moved to approve staff recommendation,

seconded by Councilmember Detoy. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

b. REVIEW OF CITY'S PARKING ASSET CLOSURES AND RESTRICTIONS IN LIGHT OF ONGOING CHANGES TO THE LOS ANGELES COUNTY HEALTH ORDER

The following people provided public comment:

- 1) Craig Cadwallader
- 2) Melba Rodriguez
- 3) Dennis Jarvis
- 4) Lauren Copelan
- 5) Kelly Rufca

MOTION: Councilmember Fangary moved to direct staff to open lot A effective Friday morning June 12, 2020 and keep parking lots B and D open and modify restrictions in lots B and D based on staffs recommendation. Bring back an agenda item at the next regularly scheduled City Council meeting to discuss parking lot C reopening. Motion was approved by majority consent.

AYES: Councilmembers Detoy, Fangary, Mayor Campbell

NOES: Councilmember Armato, and Mayor Pro Tem Massey

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking on the following link [June 9, 2021 Regular City Council Meeting](#))

7. MISCELLANEOUS ITEMS AND MEETINGS ATTENDANCE REPORTS – CITY COUNCIL

a. VACANCIES - PLANNING COMMISSION TERM EXPIRATIONS

MOTION: Councilmember Armato moved to approve staff recommendation, seconded by Mayor Pro Tem Massey. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

b. VACANCIES - CIVIL SERVICE BOARD TERM EXPIRATIONS

MOTION: Mayor Pro Tem Massey moved to approve staff recommendation, seconded by Mayor Campbell. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

c. UPDATES FROM CITY COUNCIL AD HOC SUBCOMMITTEES AND STANDING COMMITTEE DELEGATES/ALTERNATES

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking on the following link [June 9, 2021 Regular City Council Meeting](#))

8. OTHER MATTERS – CITY COUNCIL

a. MAYOR CAMPBELL REQUESTS THE CITY COUNCIL TO CONSIDER TAKING ACTIONS CONSISTENT WITH THE NATIONWIDE MAYORS PLEDGE, ALONGSIDE OTHER MAYORS AND CITY COUNCIL OFFICIALS ACROSS THE COUNTRY, TO SUPPORT THE “MY BROTHER’S KEEPER ALLIANCE” IN THEIR EFFORTS TO ENSURE COMMON-SENSE LIMITS ON POLICE USE OF FORCE

Mayor Campbells request received unanimous support from the City Councilmembers. Staff will include an agenda item and a full staff report at the regularly scheduled City Council meeting.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking on the following link [June 9, 2021 Regular City Council Meeting](#))

b. TENTATIVE FUTURE AGENDA ITEMS

Councilmember Detoy asked if there is any support with starting City Council meetings earlier. Closed session would begin at 5:00 p.m. and regular session at 6:00 p.m.

Councilmembers Detoy received support from two additional Councilmembers. Staff will include an agenda item and a full staff report regarding the change in City Council meeting start time at the regularly scheduled City Council meeting.

Councilmember Detoy asked if there was any support for starting a finance/budget sub-committee to track City revenue.

Councilmembers Detoy received support from two additional Councilmembers. Staff will include an agenda item and a full staff report regarding a finance/budget sub-committee at the regularly scheduled City Council meeting.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking on the following link [June 9, 2021 Regular City Council Meeting](#))

ADJOURNMENT

Mayor Campbell adjourned the City Council meeting to Wednesday, June 3, 2020 at 6 p.m. for a Virtual Study Session on the Preliminary Fiscal Year 2020-2021 Budget. Meeting concluded at 11:56 p.m.

Eduardo Sarmiento, City Clerk



Hermosa Beach City Council Special Meeting Minutes

Tuesday, June 23, 2020

Closed Session 4:00 P.M.

Regular Session 5:00 P.M.

Virtual Meeting via Zoom

City Council

Mary Campbell, Mayor

Justin Massey, Mayor Pro Tem

Stacey Armato, Councilmember

Michael Detoy, Councilmember

Hany Fangary, Councilmember

CALL TO ORDER

The City Council Regular Meeting of the City of Hermosa Beach met via a virtual meeting held pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom March 17, 2020 on the above date. Meeting was called to order by Mayor Campbell at 5:02 p.m.

PLEDGE OF ALLEGIANCE

Pledge of allegiance was let by Mayor Campbell.

ROLL CALL

Present: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

CLOSED SESSION REPORT

City Attorney Langer provided her closed session report. Ms. Langer announced closed session was called to order at 4 p.m. No public comment was received, and no reportable actions were taken during closed session.

ANNOUNCEMENTS

Mayor Campbell began her announcements by noting the very challenging times everyone is currently facing. Concerns stemming from the pandemic regarding health, economic uncertainty, and recently with the death of George Floyd which have lead to a much-needed national conversation about racism and policing.

Mayor Campbell emphasized this is the time to take a moment as a community to have an online conversation about stress, resilience, connection, and accountability during these challenging times. She shared Beach Cities Health District is partnering with Hermosa Beach for this online conversation. She requested everyone please participate at 9:30 a.m. Thursday June 25, 2020, for Hermosa Connected: an online community discussion. To participate, please see the Hermosa Beach website or the Beach Cities Health District website and reserve a spot for this event.

Ms. Campbell then commented that many of are under a great deal of stress, and she condemned those who are lashing out at public health officials for doing their jobs. Hermosa beach issued a statement today condemning the verbal attacks and death threats leveled against Los Angeles County Department of Public Health Director Dr. Barbara Ferrer, her staff, and other public health officials around the state and the country. She added that Hermosa police officers have also been verbally attacked for doing their jobs during the pandemic. Mayor Campbell Emphasized that verbal attacks on our public servants who are keeping us safe during the public health emergency are unacceptable. She asked everyone to please practice civility and compassion to one another.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [June 23, 2020 Special City Council Meeting](#)).

APPROVAL OF AGENDA

MOTION: Councilmember Armato moved to approve the agenda seconded by Mayor Pro Tem Massey. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [June 23, 2020 Special City Council Meeting](#)).

PROCLAMATION / PRESENTATIONS

a. **COVID-19 HEALTH UPDATE FROM BEACH CITIES HEALTH DISTRICT**

b. TRIBUTE TO FORMER HERMOSA BEACH POLICE K-9 KEEF

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [June 23, 2020 Special City Council Meeting](#)).

MISCELLANEOUS ITEMS AND REPORTS – CITY MANGER

City Manager Lowenthal began her report by sharing that staff continues to focus on the response to COVID-19 and recovery process by meeting each morning to discuss this and other important issues. Additionally, she shared that since Council met two weeks ago, staff has received amended County Public Health Orders that allow passive recreation on our beach, reopened the City's pier, and reopened several additional businesses, including hotels and motels, gyms and fitness studios, personal care services, and bars.

Ms. Lowenthal added that Los Angeles County also issued protocols for safely reopening these businesses and have shared those on the Hermosa Beach website. City staff has also been working with local bars and restaurants to help them understand these protocols.

City Manager Lowenthal then shared that in Hermosa Beach alone, the number of diagnoses has more than doubled in the past month. In May, Hermosa Beach had the lowest rate of diagnoses among the beach cities. As of June 23, 2020, it has the highest – 310 diagnoses per 100,000 residents – more than twice the rate it had a month ago. In comparison, Manhattan Beach has 286 diagnoses per 100,000 residents and Redondo Beach has 261 diagnoses per 100,000 residents in today's report. Ms. Lowenthal emphasized that continued vigilance is needed. Wearing cloth face coverings is now required whenever you are in close contact with a non-household member. A growing body of scientific research has shown that people with no COVID-19 symptoms or few symptoms can still spread the disease. The use of face coverings, combined with physical distancing and frequent hand washing, will reduce the spread of COVID-19. She added that face coverings are critical to keeping those who are around you safe, keeping businesses open and restarting the economy. Washing hands frequently, avoiding crowds and gatherings of families and friends is essential to slowing the spread of COVID-19.

Ms. Lowenthal also reminded parents that while the fields at Hermosa Beach's parks are open, playground equipment remains closed. Playground closures are in effect statewide due to the potential for COVID-19 to spread between those in close proximity and from shared surfaces. The city has also installed fencing and signage to remind the public of these closures, but they have been repeatedly torn down and otherwise damaged. She asked all community members to stay off playground equipment to maintain community health. Additionally, she stated that tearing down signs and fencing are acts of vandalism and cause the City to incur additional costs for replacing them.

In closing, City Manager Lowenthal shared that Governor Newsom's Executive Order allowing retailers to temporarily provide single-use plastic bags has now expired. Stores must now provide reusable bags and allow customers to bring their own reusable bags. To prevent the virus from spreading, customers bringing reusable bags to the market will need to bag their own groceries in those reusable bags. She then thanked everyone for their understanding and cooperation.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link. [June 23, 2020 Special City Council Meeting](#)).

PUBLIC PARTICIPATION

The following people provided public comment:

1. Lauren Henry
2. Laura Pena
3. Annalisa Garcia
4. Craig Cadwallder

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link: [June 23, 2020 Special City Council Meeting](#)).

1. ORAL AND WRITTEN COMMUNICATIONS

MOTION: Councilmember Armato moved to receive and file the written communications, seconded by Councilmember Detoy. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

2. CONSENT CALENDAR

Mayor Pro Tem Massey requested item 2q be pulled from the consent calendar for separate discussion.

MOTION: Councilmember Detoy moved to approve the balance of consent calendar, seconded by Mayor Pro Tem Massey. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

- a. **CITY COUNCIL MEETING MINUTES**
- b. **CHECK REGISTERS**
- c. **REVENUE REPORT, EXPENDITURE REPORT, AND CIP REPORT BY PROJECT FOR MAY 2020**
- d. **CITY TREASURER'S REPORT AND CASH BALANCE REPORT**
- e. **CANCELLATION OF CERTAIN CHECKS**
- f. **CAPITAL IMPROVEMENT PROGRAM STATUS REPORT AS OF JUNE 16, 2020**
- g. **APPROVAL OF ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SENATE BILL 1) PROJECT LIST FOR THE CITY OF HERMOSA BEACH FOR FISCAL YEAR 2020-21**
- h. **ACTION SHEET OF THE PLANNING COMMISSION MEETINGS OF JUNE 16, 2020 AND JUNE 22, 2020**
- i. **PLANNING COMMISSION TENTATIVE FUTURE AGENDA ITEMS**
- j. **APPROVAL OF THE FIRST AMENDMENT TO THE COMMUNITY THEATRE NEEDS ASSESSMENT AGREEMENT WITH THE DLR GROUP INCLUDING A FIVE-MONTH EXTENSION**
- k. **REQUEST TO ROLL OVER THE 2020 MIRA COSTA HIGH SCHOOL GRAD NITE SPONSORSHIP DONATION TO THE EVENT IN 2021**
- l. **CONFIRMATION OF CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES EXECUTIVE ORDER NO. 2020-06 IN RESPONSE TO THE COVID-19 PANDEMIC**
- m. **ACCEPTANCE OF DONATIONS**
- n. **RESOLUTION APPROVING THE 2019-2022 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HERMOSA BEACH AND THE POLICE MANAGEMENT BARGAINING GROUP**

- o. **RESOLUTION APPROVING THE 2019-2022 TERMS AND CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED CLASSIFICATIONS**
- p. **RESOLUTION APPROVING THE 2019-2022 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HERMOSA BEACH AND THE MANAGEMENT EMPLOYEE GROUP**
- q. **APPROVAL OF LEASE EXTENSION FOR PROPERTY LOCATED AT 552 11TH PLACE (HERMOSA SELF STORAGE)**

3. CONSENT ORDINANCES

- a. **ORDINANCE NO. 20-1411 AN ORDINANCE OF THE CITY OF HERMOSA BEACH, CALIFORNIA, ADDING CHAPTER 1.06 (OFFICIAL SEAL AND LOGO OF THE CITY) TO TITLE 1 (GENERAL PROVISIONS) OF THE HERMOSA BEACH MUNICIPAL CODE TO REGULATE THE USE OF THE OFFICIAL SEAL AND LOGO OF THE CITY; AND AMENDING CHAPTER 2.08 (ELECTIONS) IN TITLE 2 (ADMINISTRATION AND PERSONNEL) TO REPEAL PROVISIONS RELATING TO THE USE OF THE OFFICIAL SEAL OF THE CITY**

MOTION: Mayor Pro Tem Massey moved to waive full reading and adopt by title Ordinance No. 20-1411, seconded by Mayor Campbell.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

4. ITEMS REMOVED FROM THE CONSENT CALENDAR FOR SEPARATE DISCUSSION

- q. **APPROVAL OF LEASE EXTENSION FOR PROPERTY LOCATED AT 552 11TH PLACE (HERMOSA SELF STORAGE)**

MOTION: Councilmember Detoy moved to approve staff recommendation, seconded by Councilmember Armato. Motion was approved by majority consent.

AYES: Councilmembers Armato, Detoy, Fangary, and Mayor Campbell

NOES: Mayor Pro Massey

5. PUBLIC HEARINGS

a. PUBLIC HEARING-HERMOSA BEACH LANDSCAPING AND STREET LIGHTING DISTRICT FISCAL YEAR 2020-2021

MOTION: Mayor Pro Tem Massey moved to approve staff recommendation, seconded by Councilmember Armato. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

b. ADOPTION OF RESOLUTION APPROVING THE ALLOCATION OF APPROXIMATELY \$37,479 OF FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) SUPPLEMENTAL FUNDS FROM THE CARES ACT TO PREPARE, PREVENT AND RESPOND TO THE COVID-19 PANDEMIC BY INSTALLING AND RETROFITTING HANDS-FREE EQUIPMENT IN EXISTING CITY PUBLIC RESTROOMS AT CITY PARKS AND CITY BUILDINGS; AUTHORIZING USE OF CDBG FUNDS FOR CONTRACTORS, AND GRANTING THE PUBLIC WORKS DIRECTOR AUTHORITY TO SUBMIT A NOTICE OF COMPLETION, IF DETERMINED TO BE NECESSARY

MOTION: Councilmember Armato moved to approve staff recommendation, seconded by Councilmember Detoy. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

c. CONSIDERATION OF TEXT AMENDMENT TO THE M-1 LIGHT MANUFACTURING ZONE INCLUDING A LIMITED EVENT PERMIT FOR CYPRESS DISTRICT BUSINESSES

Mayor Campbell announced that she will recuse herself from discussing this agenda item due to conflict of interest.

Mayor Pro Tem Massey resumed the meeting as chair.

The following people provided public comment:

1. Eric Oaks
2. Dency Nelson

MOTION: Councilmember Armato moved to approve staff recommendation, seconded by Councilmember Detoy. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey

NOES: None

RECUSED: Mayor Campbell

d. **PROPOSED MUNICIPAL FACILITY LICENSE AGREEMENT FOR WIRELESS FACILITIES ATTACHING TO CITY INFRASTRUCTURE IN THE PUBLIC RIGHT OF WAY**

MOTION: Mayor Pro Tem Massey moved to approve staff recommendation, seconded by Councilmember Armato. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking the following link: [June 23, 2020 Special City Council Meeting](#)).

Mayor Campbell noted the time and agenda items still pending and asked if Council would like to take a brief ten-minute recess.

City Councilmembers agreed, but made a motion prior to taking the ten minute recess.

MOTION: Councilmember Armato motion to extend the meeting to 11:30 p.m., seconded by Mayor Pro Tem Massey. The motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

The City Council recessed at 10:16 p.m. for ten minutes.

Mayor Campbell called the meeting back to order at 10:26 p.m. And reminded the City

Clerk that City Council will begin by addressing Municipal Matters item 6d.

6. MUNICIPAL MATTERS

a. REVIEW OF THE CITY'S DOWNTOWN PARKING STRUCTURE CLOSURE IN LIGHT OF ONGOING CHANGES TO THE LOS ANGELES COUNTY HEALTH ORDER

After a robust discussion, City Council decided to not make any changes to the current Downtown structure closures.

Councilmember Armato noted the late hour and suggested the City Council meeting be extended to midnight to address the remaining agenda items.

MOTION: Councilmember Armato moved to extend the City Council meeting to midnight, seconded by Mayor Campbell. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

b. RECOMMENDATION TO APPROVE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH GOLDEN TOUCH CLEANING, INC. TO CONTINUE JANITORIAL MAINTENANCE SERVICES

MOTION: Councilmember Armato moved to approve staff recommendation, seconded by Councilmember Detoy. Motion was approved by unanimous consent.

AYES: Councilmembers Armato, Detoy, Fangary, Mayor Pro Tem Massey, and Mayor Campbell

NOES: None

c. CONSIDERATION OF HOLDING CITY COUNCIL MEETINGS BEGINNING AT 5PM FOR THE FORESEEABLE FUTURE

MOTION: Councilmember Detoy moved to approve staff recommendation, seconded by Mayor Campbell. Motion was approved by majority consent.

AYES: Councilmembers Armato, Detoy, Mayor Pro Tem Massey, and Mayor Campbell

NOES: Councilmember Fangary

- d. RECEIVE REPORT ON EMERGENCY ENFORCEMENT MEASURES TO ENSURE RESTAURANTS AND ALCOHOL SERVING ESTABLISHMENTS COMPLY WITH LA COUNTY PHYSICAL DISTANCING AND SAFETY ORDERS AS THEY CONTINUE TO REOPEN**

After a robust discussion Council requested this item be brought back as a standing item to continue receiving vital information related to emergency enforcements measures and efforts during the pandemic. No additional action was taken by Council.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking on the following link [June 23, 2020 Special City Council Meeting](#))

7. MISCELLANEOUS ITEMS AND MEETINGS ATTENDANCE REPORTS – CITY COUNCIL

- a. UPDATES FROM CITY COUNCIL AD HOC SUBCOMMITTEES AND STANDING COMMITTEE DELEGATES/ALTERNATES**

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking on the following link [June 23, 2020 Special City Council Meeting](#))

8. OTHER MATTERS – CITY COUNCIL

No comments were provided by City Council related to other matters.

- a. TENTATIVE FUTURE AGENDA ITEMS**

No items on the tentative future agenda were discussed.

(Complete audio and video are available upon request at the City Clerk's office or can be accessed by clicking on the following link [June 23, 2020 Special City Council Meeting](#))

ADJOURNMENT

Mayor Campbell adjourned the City Council meeting to Thursday, June 25, 2020 at 9:30 a.m. for a virtual community conversation about stress, resilience, connection, and accountability. The next City Council meeting will be held Tuesday July 14, 2021 at 3:30 p.m. or 4:30 p.m. for Planning Commission interviews follow by closed session at 5:00

p.m. and regular session at 6:00 p.m. Meeting concluded at 12:18 a.m.

Eduardo Sarmiento, City Clerk



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

REPORT 21-0369

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

CHECK REGISTERS (Finance Director Viki Copeland)

Recommended Action:

Staff recommends City Council ratify the following check registers.

Attachments:

1. Check Register 5/27/2021
2. Check Register 6/3/2021

Respectfully Submitted by: Viki Copeland, Finance Director

Approved: Suja Lowenthal, City Manager

Check Register
CITY OF HERMOSA BEACH

Page: 1

05/27/2021 5:41:50PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97435	5/27/2021	21931	ALBRECHT, JACKIE	Refund	CLASS WITHDRAWAL REFUND
		21931		001-2111	3,660.00
				Total :	3,660.00
97436	5/27/2021	20197	AMERICAN ARBOR CARE	62638	CLARK FLD/LOMA ENTRANCE/ROOTS CONSULT
		20197		001-6101-4201	250.00
				Total :	250.00
97437	5/27/2021	20705	BEECASSO LIVE BEE REMOVAL INC	2009	CLARK FIELD BATTING CAGES/BEE REMOVAL
		20705		001-6101-4201	225.00
				Total :	225.00
97438	5/27/2021	20942	BEST BEST & KRIEGER LLP	904079	GENERAL CITY ATTORNEY SERVICES/APR21
				001-1131-4201	20,009.00
				904080	LEGAL/PUBLIC RECORDS REQUESTS/APR21
				001-1131-4201	21,588.30
				904081	CITY ATTORNEY SERVICES/COVID-19/APR21
				157-2702-4201	3,459.50
				904082	CITY ATTORNEY/ADA/DISABILITY/APR21
				001-1203-4201	3,422.10
				904083	CITY ATTORNEY/LAND USE/APR21
				001-1131-4201	2,543.20
				904084	CITY ATTORNEY SERVICES/CROSSFIT/APR21
				705-1133-4201	7,143.59
				904085	CITY ATTORNEY/ROTH V TRAN/APR21
				705-1133-4201	25.40
				904086	CITY ATTORNEY/HERMOSA FITNESS/APR21
				705-1133-4201	26,596.75
				904087	CITY ATTORNEY SERVICES/FANGARY/APR21
				705-1133-4201	14,822.90
				904089	CITY ATTORNEY/KUERTEN/APR21
				705-1133-4201	436.00
				904090	CITY ATTORNEY/PERSONNEL/APR21
				001-1203-4201	1,118.20
		20942		Total :	101,164.94
97439	5/27/2021	00016	CALIFORNIA WATER SERVICE	Account 4286211111	WATER USAGE/APR21
				105-2601-4303	4,049.85

Check Register
CITY OF HERMOSA BEACH

Page: **2**

05/27/2021 5:41:50PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97439	5/27/2021	00016	CALIFORNIA WATER SERVICE	(Continued)	
				001-6101-4303	32,371.55
				001-4204-4303	1,511.80
				001-3304-4303	269.86
		00016		Total :	38,203.06
97440	5/27/2021	10838	CANON BUSINESS SOLUTIONS, INC	4036202032	
				COPIER USAGE 1/10/21-4/9/21	
				715-1208-4201	1,082.45
				715-2101-4201	55.79
				715-1201-4201	93.05
		10838		Total :	1,231.29
97441	5/27/2021	18400	CHARGEPOINT INC	IN103063	
				ELECTRIC VEHICLE CHARGERS/DEC20-MAR23	
				001-3104-4201	1,410.00
		18400		Total :	1,410.00
97442	5/27/2021	22308	CHENG, PAMELA	Receipt 1022982.001	
				CLASS 9352 & 9365 WITHDRAW REFUND	
				001-2111	775.00
		22308		Total :	775.00
97443	5/27/2021	00879	COUNTY OF LOS ANGELES	RE-PW-21051006403	
				ARTESIA BLVD MEDIAN MAINT/APR21	
				105-2601-4303	186.74
		00879		Total :	186.74
97444	5/27/2021	00364	DEPARTMENT OF JUSTICE	507059	
				MAT REQ 791428/FINGERPRINTING/APR21	
				001-1203-4251	258.00
		00364		Total :	258.00
97445	5/27/2021	00267	DEPARTMENT OF TRANSPORTATION	SL210674	
				SIGNALS & LIGHTING MAINT/JAN21-MAR21	
				105-2601-4251	2,025.78
		00267		Total :	2,025.78
97446	5/27/2021	11449	DEWEY PEST CONTROL	Account 759408	
				PEST CONTROL/SEWER RAT ABATEMENT	
				001-4204-4201	849.00
		11449		Total :	849.00
97447	5/27/2021	11449	DEWEY PEST CONTROL	Account 1233239	
				SEWER RAT ABATEMENT/MAY21	
				160-3102-4201	272.00
		11449		Total :	272.00

Check Register
CITY OF HERMOSA BEACH

Page: 3

05/27/2021 5:41:50PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97448	5/27/2021	19884 FRONTIER	209-188-4669-0714985	LANDLINES/COMPUTER LINKS/MAY21	
				001-3302-4304	76.35
				001-2101-4304	733.33
				001-4204-4321	238.72
				001-4202-4304	63.44
				001-4201-4304	177.10
				001-3304-4304	63.25
				001-1204-4304	61.27
			209-190-0013-1206175	PD COMPUTER CIRCUITS/MAY21	
				001-2101-4304	904.36
			310-318-0113-1203155	EOC ANALOG LINES/MAY21	
				715-1206-4304	1,284.48
			310-318-8751-0128095	CASHIER TAPS LINE/MAY21	
				001-1204-4304	57.82
			310-318-9210-0827185	JAIL AREA BREATHALYZER/MAY21	
				001-2101-4304	73.80
			310-318-9800-1204155	CHAMBERS EOC ANALOG LINES/MAY21	
				715-1206-4304	1,522.43
			310-372-6186-0831895	2ND FL CITY HALL CANON FAX 5/16-6/15/21	
				001-1121-4304	13.01
				001-1141-4304	13.02
				001-1201-4304	13.01
				001-1202-4304	13.02
				001-1203-4304	13.01
			310-372-6373-0311045	PERSONNEL FAX LINE/JUN21	
				001-1203-4304	61.27
			310-379-0652-1216195	EOC LANDLINES 5/17-6/16/21	
				001-1201-4304	65.68
			323-155-6779-0822065	FIBER OPTIC LINE 5/13/21-6/12/21	
				715-1206-4201	215.98
			323-159-2268-0924145	EOC CABLE & INTERNET/MAY21	
				001-1201-4304	296.08
		19884		Total :	5,960.43
97449	5/27/2021	10836 GRAINGER	9904087849	MAT REQ 673850/GRAFFITI REMOVER	
				001-4204-4309	21.93
			9904583201	MAT REQ 673850/GRAFFITI REMOVER	
				001-4204-4309	44.48

Check Register
CITY OF HERMOSA BEACH

Page: **4**

05/27/2021 5:41:50PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97449	5/27/2021	10836	GRAINGER	(Continued)	Total : 66.41
97450	5/27/2021	02102	HARRIS & ASSOCIATES	48380 CONSTRUCTION MGMT/APR21 150-8184-4201	92.50
		02102			Total : 92.50
97451	5/27/2021	22313	HOUGHTON, KELLY	Receipt 1022981.001 CLASS 9365 WITHDRAWAL REFUND 001-2111	380.00
		22313			Total : 380.00
97452	5/27/2021	21849	INTERWEST CONSULTING GROUP INC	68892 TRAFFIC ENGINEERING/APR21 001-3104-4201	1,120.00
		21849			Total : 1,120.00
97453	5/27/2021	22295	KESTUTIS GEDGAUDAS, SOUSAN SHAHSAV PO 36167	REDUCED CITATION 37014933 REFUND 001-3302	28.00
		22295			Total : 28.00
97454	5/27/2021	22299	LAW OFFICE OF C PATRICK HAMBLI	3105 PERSONNEL/LEGAL SERVICES/MAR21 001-1203-4201	726.00
		22299			Total : 726.00
97455	5/27/2021	22304	LEMMER, WILLIAM	PO 36208 DISMISSED CITATION NO. 40011798 001-3302	53.00
		22304			Total : 53.00
97456	5/27/2021	22312	MAGINNIS, STEPHANIE	Receipt 2002666.003 CLASS 9315 WITHDRAWAL REFUND 001-2111	170.00
		22312			Total : 170.00
97457	5/27/2021	18274	MAGNUM VENTURE PARTNERS	PO 36198 INSTRUCTOR PAYMENT/CLASSES 9259-60 001-4601-4221	4,130.00
		18274			Total : 4,130.00
97458	5/27/2021	20898	MCCORMICK AMBULANCE	253660 AMBULANCE TRANSPORT SERVICES/APR21 001-1201-4201	25,520.00
		20898			Total : 25,520.00
97459	5/27/2021	18071	MERCHANTS LANDSCAPE SERVICES	57877 CITYWIDE PARK LANDSCAPING/APR21 001-6101-4201	21,200.00

Check Register
CITY OF HERMOSA BEACH

Page: 5

05/27/2021 5:41:50PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97459	5/27/2021	18071	MERCHANTS LANDSCAPE SERVICES	(Continued)	
			57878	CITYWIDE MEDIAN LANDSCAPING/APR21 105-2601-4201	3,600.00
			57977	SOUTH PARK HILLSIDE EROSION CONTROL 301-8603-4201	1,527.12
			57978	GREENBELT/PLANT 5 MILKWEEDS/APR21 001-6101-4309	1,000.00
		18071		Total :	27,327.12
97460	5/27/2021	16663	NATIONAL CONSTRUCTION RENTALS	6123363	FENCE REMOVAL/ADD'L FEE DUE TO RAIN 157-2702-4201
		16663		Total :	300.00
97461	5/27/2021	11539	NETRIX LLC	466203	DATTO SERVER CLOUD LICENSING/MAY21 715-1206-4201
			767793-6	IT SUPPORT SERVICES/MAY21 715-1206-4201	1,957.55
			768333-4	ONSITE TECH/ADD'L DAY PER WK/MAY21 715-1206-4201	16,096.21
			768566-4	REMOTE SUPPORT LICENSING/MAY21 157-2702-4201	2,184.00
		11539		Total :	20,505.76
97462	5/27/2021	22311	O'DOWD, KATIE	Receipt 1022640.001	CLASS 9304 WITHDRAWAL REFUND 001-2111
		22311		Total :	98.50
97463	5/27/2021	00093	OLYMPIC AUTO CENTER	14214/Req 435030	'19 FORD F250/RIGHT DOOR REPLACE 715-4204-4311
		00093		Total :	1,541.81
97464	5/27/2021	22071	PARKS COFFEE CALIFORNIA, INC.	70059762	COFFEE SERVICE/MAY21 001-2101-4305
		22071		001-2101-4306	48.48
				Total :	96.95
97465	5/27/2021	14693	PARS	47951	ALTERNATE RETIREMENT PLAN ADMIN/MAR21 001-1101-4185
				001-1204-4185	6.36
				001-3302-4185	0.60
					2.95

Check Register
CITY OF HERMOSA BEACH

Page: 6

05/27/2021 5:41:50PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97465	5/27/2021	14693 PARS	(Continued)	001-4204-4185	5.52
				001-4101-4185	6.16
				001-4201-4185	6.16
				001-4601-4185	98.75
		14693		Total :	126.50
97466	5/27/2021	21988 PARSLEY, MEGAN	Receipt 2002663.003	CLASS 9280 WITHDRAWAL REFUND	
		21988		001-2111	69.20
				Total :	69.20
97467	5/27/2021	16970 RYDER, LISA R	PO 36218	GREEN BUSINESS PROG/DEC20-MAY21	
		16970		001-1201-4201	9,700.00
				Total :	9,700.00
97468	5/27/2021	03353 SBCU VISA	01D0034513168 CC	DRINKING WATER DELIVERY 3/13-4/12/21	
				001-2101-4305	268.82
			03033-20769602 CC	SUMMER PROGRAM AD IMAGE	
				001-4601-4302	1.00
			1050 CC	PHILLIPS/EXECUTIVE MGMT TRAINING	
				001-2101-4317	2,500.00
			Finance Charge CC	FINANCE CHARGE	
				001-2101-4201	0.24
			Finance Charge CC	FINANCE CHARGE	
				001-1201-4201	3.82
			Finance Charge CC	FINANCE CHARGE	
				001-4201-4201	7.47
			Finance Charge CC	FINANCE CHARGE	
				001-4202-4201	19.66
			Finance Charge CC	FINANCE CHARGE	
				001-4202-4201	6.65
			IC30411-0321 CC	CONFERENCE LINE/MAR21	
				001-1201-4304	11.42
			INV0375 CC	REVENUE BOND NOTARY SERVICE	
				001-1202-4201	135.00
			Mat Req 791326 CC	2 DETECTIVE JACKETS	
				001-2101-4317	147.32
			Order 3218511 CC	LUIS/MEMBERSHIP	
				001-4101-4315	99.00

Check Register
CITY OF HERMOSA BEACH

Page: 7

05/27/2021 5:41:50PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97468	5/27/2021	03353	SBCU VISA	(Continued)	
			Order 52985 CC	AED/2 PEDIATRIC ELECTRODE PADS	
				001-1201-4201	202.00
				001-1201-4201	19.20
			Order Ending 5022 CC	K9 OFFICER DOG FOOD/MAR21	
				170-2105-4309	64.32
			Order ML092NHV14 CC	SENIOR CENTER MOVIES/MUSIC/APR21	
				001-4601-4328	9.99
			Order MSLZY8VZ42 CC	SCHEID/ADD'L CELL PHONE STORAGE/APR21	
				001-2101-4305	0.99
			Order MXFWXG7Q93 CC	LEBARON/ADD'L CELL PHONE STORAGE/MAY21	
				001-2101-4305	2.99
			PO 35861 CC	VIDEO CREATION PROGRAM	
				715-4202-4201	3.70
			PO 35861 Fee CC	FOREIGN CURRENCY CONVERSION FEE	
				715-4202-4201	0.04
			PO 35863 CC	STAFFORD/INSPECTOR TRAINING	
				001-4201-4317	995.00
			PO 36036 CC	YARD STAFF/CELL PHONE CHARGERS	
				001-4202-4305	43.34
				001-4202-4305	4.12
			PO 36053 CC	ERGONOMIC MOUSE PADS- SET OF 2	
				001-2101-4305	20.98
				001-2101-4305	1.99
			PO 36056 CC	CLARK FIELD TENNIS COURT LIGHT SWITCH	
				105-2601-4309	428.74
				105-2601-4309	39.90
			PO 36079 CC	YARD STAFF/FACE MASKS FOR COVID	
				157-2702-4201	29.95
				157-2702-4201	2.85
			PO 36090 CC	SHOOTING RANGE BATTERIES	
				001-2101-4201	139.96
				001-2101-4201	13.30
			PO 36097 CC	AMERICAN FLAGS	
				001-4204-4309	358.00
				001-4204-4309	34.01
			PO 36107 CC	CITY HALL/BASE 3/DRINKING FOUNTAIN FILTE	
				001-4204-4309	164.17
				001-4204-4309	15.55

Check Register
CITY OF HERMOSA BEACH

Page: 8

05/27/2021 5:41:50PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97468	5/27/2021	03353	SBCU VISA	(Continued)	
			PO 36123 CC	ADMIN SERGEANT/PRINTER	
				001-2101-4305	598.99
				001-2101-4305	56.89
			PO 36162 CC	2 CITY TILE PLAQUES	
				001-1101-4305	20.00
			PO 36164 CC	RUSHTON/K9 TRAINING	
				001-2101-4317	199.00
			PO 36179 CC	4 OFFICERS/DRONE CERTIFICATION~	
				001-2101-4317	628.00
			Rcpt 1851061512 CC	HERMOSABCH.ORG SSL RENEWAL	
				715-1206-4201	449.99
			TR 852 CC	ALKADIS/SHERMAN BLOCK SUPERVISOR #5	
				001-2101-4312	422.70
		03353		Total :	8,171.06
97469	5/27/2021	22309	SCHNABEL, KATHRYN	Receipt 1022921.001	
				REFUND/TRANSFER/9361 TO 6426	
				001-2111	37.50
		22309		Total :	37.50
97470	5/27/2021	22310	SKYAR, MOLLY	Receipt 1022988.001	
				CLASS 9459 WITHDRAWAL REFUND	
				001-2111	214.00
		22310		Total :	214.00
97471	5/27/2021	00170	SOCAL GAS	Account 17078132879	
				YARD CNG STATION/VEHICLE FUEL/APR21	
				715-3104-4310	68.59
				715-4204-4310	68.59
				715-6101-4310	68.59
		00170		Total :	205.77
97472	5/27/2021	00159	SOUTHERN CALIFORNIA EDISON CO	700371314327	
				ELECTRICITY/APR21	
				105-2601-4303	106.14
		00159		Total :	106.14
97473	5/27/2021	20121	THE COUNSELING TEAM INTERNATIO	79025	
				PD COUNSELING SERVICES/APR21	
				001-1203-4320	750.00
		20121		Total :	750.00
97474	5/27/2021	16735	TORRANCE AUTO PARTS	277593 to 281568	
				AUTO REPAIR/MAINT PARTS/MAR21-APR21	
				715-2101-4311	313.24

Check Register
CITY OF HERMOSA BEACH

Page: 9

05/27/2021 5:41:50PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97474	5/27/2021	16735	TORRANCE AUTO PARTS	(Continued)	
				715-3302-4311	34.73
				715-6101-4311	35.05
		16735		Total :	383.02
97475	5/27/2021	08207	UNDERGROUND SERVICE ALERT	420210321	
				DIG ALERTS/APR21	
				161-3109-4201	117.25
			dsb20202053	DIG ALERTS/STATE FEES/APR21	
				161-3109-4201	48.07
		08207		Total :	165.32
97476	5/27/2021	04768	UPTIME COMPUTER SERVICE	32117	
				MONTHLY PRINTER MAINTENANCE/JUN21	
				715-1206-4201	554.45
		04768		Total :	554.45
97477	5/27/2021	09374	US ARMOR	32690	
				BLUMENFELD/BULLETPROOF VEST	
				001-2101-4350	406.10
				150-2111-4350	406.09
		09374		Total :	812.19
97478	5/27/2021	03209	VERIZON WIRELESS	9877406038	
				COMM DEV/CELL PHONES/MAR21	
				001-4201-4304	154.56
			9877772699	PD TRUNK MODEMS/MAR21	
				153-2106-4201	418.11
			9879545571	COMM DEV/CELL PHONES/APR21	
				001-4201-4304	128.05
			9879914515	PD TRUNK MODEMS/APR21	
				153-2106-4201	418.11
		03209		Total :	1,118.83
97479	5/27/2021	10703	WILLDAN ENGINEERING	00224472	
				CODE ENFORCEMENT SERVICES/APR21	
				157-2702-4201	8,320.00
			00224486	CODE ENFORCEMENT SERVICES/MAY21	
				157-2702-4201	1,040.00
		10703		Total :	9,360.00
97480	5/27/2021	22297	WIRELESS CCTV LLC	82512	
				4G RAPID DEPLOY MOBILE CCTV CAMERA	
				150-2120-4201	10,969.96
		22297		Total :	10,969.96

Check Register
CITY OF HERMOSA BEACH

Page: 10

05/27/2021 5:41:50PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
100115859	4/21/2021	10668	EXXON MOBIL BUSINESS FLEET	71208284	VEHICLE FUEL 3/11/21-4/10/21
				001-1250	83.75
				715-2101-4310	5,190.74
				715-3104-4310	512.76
				715-3302-4310	1,358.42
				715-4201-4310	51.28
				715-4204-4310	108.77
				715-4206-4310	312.24
				715-6101-4310	371.41
		10668		Total :	7,989.37
390221621	5/20/2021	13838	PITNEY BOWES INC	5/27/21 Check Run	POSTAGE METER REFILL/MAY21
				001-1208-4305	1,000.00
		13838		Total :	1,000.00
450072683	5/26/2021	10668	EXXON MOBIL BUSINESS FLEET	71747450	VEHICLE FUEL 4/11/21-5/10/21
				001-1250	171.64
				715-2101-4310	4,768.11
				715-3104-4310	387.74
				715-3302-4310	1,552.63
				715-4204-4310	350.14
				715-4206-4310	220.90
				715-6101-4310	307.39
		10668		Total :	7,758.55
49 Vouchers for bank code : boa					Bank total : 298,119.15
49 Vouchers in this report					Total vouchers : 298,119.15

05/27/2021 5:41:50PM

Check Register
CITY OF HERMOSA BEACH

Page: 11

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
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"I hereby certify that the demands or claims covered by the checks listed on pages 1 to 11 inclusive, of the check register for 5/27/2021 are accurate funds are available for payment, and are in conformance to the budget."

By 

Finance Director

Date 5/27/2021

Check Register
CITY OF HERMOSA BEACH

Page: 1

06/03/2021 5:40:07PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97481	6/3/2021	14090 ABRAMS, SAMUEL H	Parcel 4185-011-011	STREET LIGHT TAX REBATE 105-3105	24.61
		14090		Total :	24.61
97482	6/3/2021	21086 ABSOLUTE INTERNATIONAL SECURIT	2020102851	VACCINATION CLINIC SECURITY/MAY21 157-2702-4201	180.70
		21086		Total :	180.70
97483	6/3/2021	11437 ADMINISTRATIVE SERVICES CO OP	11310	TAXI VOUCHER PROGRAM/APR21 145-3404-4201	1,922.67
		11437		Total :	1,922.67
97484	6/3/2021	11359 ALKADIS, CHRISTOPHER	TR 853	PER DIEM/SHERMAN SUPERVISORY #6 001-2101-4312	150.00
		11359		Total :	150.00
97485	6/3/2021	20685 AMERICAN GUARD SERVICES, INC.	INV16963	CROSSING GUARD SERVICES/APR21/BAL DUE 001-2102-4201	1,360.10
		20685		Total :	1,360.10
97486	6/3/2021	13361 AT&T MOBILITY	287301168383X0110202	EMERGENCY MGR/CELL/ACTIVATION CREDIT 001-1201-4304	-202.82
			287301168383X0210202	EMERGENCY MGR/CELL PHONE/JAN21 001-1201-4304	49.23
			287301168383X0310202	EMERGENCY MGR/CELL PHONE/FEB21 001-1201-4304	49.23
			287301168383X0410202	EMERGENCY MGR/CELL PHONE/MAR21 001-1201-4304	49.25
			287301168383X05102	EMERGENCY MGR CELL PHONE/APR21 001-1201-4304	49.25
			28730116838X01102021	EMERGENCY MGR/CELL PHONE/DEC20 001-1201-4304	49.23
		13361		Total :	43.37
97487	6/3/2021	22317 BALIK, RANDY	Receipt 2002674.003	SURF CAMP WITHDRAWAL REFUND 001-2111	1,565.00
		22317		Total :	1,565.00
97488	6/3/2021	17271 BARROWS, PATRICK	PO 36204	INSTRUCTOR PAYMENT/CLASS NO. 9271	

2b (2)

Check Register
CITY OF HERMOSA BEACH

Page: 2

06/03/2021 5:40:07PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97488	6/3/2021	17271	BARROWS, PATRICK	(Continued)	
		17271		001-4601-4221	252.00
				Total :	252.00
97489	6/3/2021	16371	BEACH GIRL PROPERTIES LLC	264	PARKING METERS - 70 14TH STREET/APR21
				001-3842	650.00
			265	PARKING METERS - 70 14TH STREET/MAY21	
				001-3842	650.00
		16371		Total :	1,300.00
97490	6/3/2021	06409	BLUE DIAMOND MATERIALS	2205092	MAT REQ 854062/ASPHALT FOR REPAIR
				001-3104-4309	315.83
		06409		Total :	315.83
97491	6/3/2021	22322	BUERGER, ANASTASIA	Receipt 2002668.003	CLASS 9332 WITHDRAWAL REFUND
				001-2111	52.25
		22322		Total :	52.25
97492	6/3/2021	21870	CHOUETI, CYNTHIA	Receipt 1022835.001	SUMMER DAY CAMP REFUND
				001-2111	170.00
		21870		Total :	170.00
97493	6/3/2021	05970	COLLINS, DENNIS L.	PO 36227	INSTRUCTOR PMT/CLASSES 9285/88/91/91
				001-4601-4221	3,192.00
		05970		Total :	3,192.00
97494	6/3/2021	22325	DADIGAN, KEATON	TR 858	PER DIEM/EMERGENCY VEHICLE TRAINING
				001-2101-4312	285.00
		22325		Total :	285.00
97495	6/3/2021	22326	DEANDRADE, STEPHANIE	TR 857	PER DIEM/EMERGENCY VEHICLE TRAINING
				001-2101-4312	285.00
		22326		Total :	285.00
97496	6/3/2021	21942	DUGARY, STEPHANIE	Receipt 2002669.003	CLASS 9280 WITHDRAWAL REFUND
				001-2111	69.20
		21942		Total :	69.20
97497	6/3/2021	17096	ESA PCR	161247	1221 HERMOSA CONSTRUCT MONITOR/DEC20
				001-2101	2,174.91

Check Register
CITY OF HERMOSA BEACH

Page: **3**

06/03/2021 5:40:07PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97497	6/3/2021	17096	ESA PCR (Continued) 162605	1221 HERMOSA CONSTRUCT MONITOR/FEB21 001-2101	8,580.73
		17096		Total :	10,755.64
97498	6/3/2021	22306	ESTATE OF KAN IBARA, THE PO 36203	AMBULANCE TRANSPORT OVERPAY REFUND 001-3840	2,629.00
		22306		Total :	2,629.00
97499	6/3/2021	15406	GENERAL INDUSTRIAL SUPPLY 1183856-02	MAT REQ 854063/LATEX GLOVES 157-2702-4309	131.40
		15406		Total :	131.40
97500	6/3/2021	22301	GOEMINNE, PAIGE PO 36207	DISMISSED CITATION 40013900 REFUND 001-3302	38.00
		22301		Total :	38.00
97501	6/3/2021	22323	GOLDEN, JAMIE Receipt 1022676.001	CLASS 9336 WITHDRAWAL REFUND 001-2111	141.75
		22323		Total :	141.75
97502	6/3/2021	22327	JONES, KEVIN TR 856	PER DIEM/EMERGENCY VEHICLE TRAINING 001-2101-4312	285.00
		22327		Total :	285.00
97503	6/3/2021	21552	K9 SERVICES LLC HBPD-14	K9 OFFICER TRAINING/MAY21 170-2105-4317	250.00
		21552		Total :	250.00
97504	6/3/2021	22324	KHAN, SHAFaq Receipt 1022780.001	CLASS 9333 WITHDRAWAL REFUND 001-2111	151.75
		22324		Total :	151.75
97505	6/3/2021	20347	LAURA MECOY COMMUNICATIONS LLC 2019	PUBLIC INFORMATION OFFICER 20/21 001-1201-4201 157-2702-4201	870.00 5,130.00
		20347		Total :	6,000.00
97506	6/3/2021	00167	LEARNED LUMBER B739131 to B740061	MAINTENANCE SUPPLIES/MAY21 001-3104-4309	478.60

Check Register
CITY OF HERMOSA BEACH

Page: 4

06/03/2021 5:40:07PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97506	6/3/2021	00167	LEARNED LUMBER	(Continued)	Total : 478.60
97507	6/3/2021	22320	MATTHEWS, IVAN	Receipt 2002671.003	CLASS 9414 WITHDRAWAL REFUND
		22320		001-2111	320.00
				Total :	320.00
97508	6/3/2021	22328	MCBRIDE, RYAN	TR 859	PER DIEM/EMERGENCY VEHICLE TRAINING
		22328		001-2101-4312	285.00
				Total :	285.00
97509	6/3/2021	08093	MCCOY, SONIA T	Parcel 4185-018-014	STREET LIGHT & SEWER TAX REBATE
				105-3105	24.61
				001-6871	126.60
		08093		Total :	151.21
97510	6/3/2021	22319	MITCHEL, HOLLY	Receipt 2002672.003	CLASS 9304 WITHDRAWAL REFUND
		22319		001-2111	83.50
				Total :	83.50
97511	6/3/2021	22305	MUZA ENERGY, INC.	PO 36201	INSTALL 3 ELECTRIC VEHICLE CHARGERS
				152-3701-4201	16,011.01
				001-1201-4395	3,206.24
		22305		Total :	19,217.25
97512	6/3/2021	13114	OFFICE DEPOT	170177724001	MAT REQ 791060/PAPER/SCISSORS/TAPE
				001-1202-4305	23.65
				001-1208-4305	42.04
				170648133001	MAT REQ 863095/OFFICE SUPPLIES
				001-4201-4305	14.31
				157-2702-4305	69.07
				173206080001	MAT REQ 863096/OFFICE SUPPLIES
				001-4201-4305	14.11
				157-2702-4305	54.25
		13114		Total :	217.43
97513	6/3/2021	00608	PEP BOYS	8141084191 thru 4587	AUTO SUPPLIES/APR21-MAY21
				715-2101-4311	453.04
				715-3104-4311	185.84
				715-3302-4311	84.79
				715-4202-4311	18.60

Check Register
CITY OF HERMOSA BEACH

Page: 5

06/03/2021 5:40:07PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97513	6/3/2021	00608	PEP BOYS	(Continued)	Total : 742.27
97514	6/3/2021	19853	POMERANITZ, EFRAT G.	PO 36210	INSTRUCTOR PAYMENT/CLASSES 9296-8
		19853		001-4601-4221	1,836.80
				Total :	1,836.80
97515	6/3/2021	01911	PROVIDENCE MEDICAL	GuarantorID600000285	PRE-EMPLOYMENT PHYSICAL/APR21
		01911		001-1203-4320	291.00
				Total :	291.00
97516	6/3/2021	03282	REDONDO BEACH, CITY OF	572777	CITY PROSECUTOR SERVICES/AP21
		03282		001-1132-4201	16,667.00
				Total :	16,667.00
97517	6/3/2021	12780	SANTA ANA COLLEGE	81127	ADAMS/BASIC ACADEMY FEES
				001-2101-4317	943.00
				81131	ADAMS/PRE-ACADEMY FEES
				001-2101-4317	115.00
		12780		Total :	1,058.00
97518	6/3/2021	00114	SMART & FINAL	3220630003301	REQ 791374/BRIEFING ROOM/CUPS
				001-2101-4305	91.54
				32206300111110	MAT REQ 437825/SODAS & ICE
				001-3302-4305	38.05
				3220630023903	MAT REQ 437827/OFFICE SUPPLIES
				001-3302-4305	144.88
				3220630024003	MAT REQ 791373/JAIL SUPPLIES
				001-2101-4306	4.80
				Mat Req 791380	JAIL SUPPLIES/COFFEE AND CUPS
				001-2101-4306	82.03
		00114		Total :	361.30
97519	6/3/2021	20282	SMARTCOVER SYSTEMS	18247	OUTFALL/PUMP STATIONS/YRLY MONITOR FEE
		20282		160-3102-4201	1,526.00
				Total :	1,526.00
97520	6/3/2021	00170	SOCAL GAS	01100457678	YARD BLDGS/NATURAL GAS/APR21
				001-4204-4303	27.30
				6/3/21 Check Run	CITY-OWNED BLDGS/NATURAL GAS/APR21
				001-4204-4303	190.21

Check Register
CITY OF HERMOSA BEACH

Page: 6

06/03/2021 5:40:07PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97520	6/3/2021	00170	SOCAL GAS	(Continued)	Total : 217.51
97521	6/3/2021	10532	SOUTH BAY FORD	327089 MAT REQ 435017/SPACERS (2)	
				715-2101-4311	17.07
			502449	FORD FUSION VEHICLE 36 AIR BAG LIGHT	
				715-2101-4311	772.44
			503586	FORD EXPLORER VEHICLE 28 WATER PUMP	
				715-2101-4311	1,882.97
				715-2101-4311	178.88
		10532		Total :	2,851.36
97522	6/3/2021	18821	SPCALA	2021-0430 ANIMAL SHELTERING SERVICES/APR21	
				001-3302-4201	875.00
		18821		Total :	875.00
97523	6/3/2021	21538	SPECIALIZED ELEVATOR SERVICES	26928 CITY HALL ELEVATOR REPAIR	
				715-4204-4201	1,270.00
			27184	PARKING GARAGE ELEVATOR MAINT/MAY21	
				001-3304-4201	160.00
			27185	CITY HALL ELEVATOR MAINT/MAY21	
				001-4204-4201	160.00
			27868	CITY HALL ELEVATOR PHONE REPLACEMENT	
				001-4204-4201	1,270.00
		21538		Total :	2,860.00
97524	6/3/2021	15398	SRK PROMOTIONAL ADVERTISING	4596 HATS FOR CITY YARD STAFF	
				001-4202-4314	805.00
				001-4202-4314	76.48
		15398		Total :	881.48
97525	6/3/2021	22296	STEVENS, LISA	PO 36211 SIGNED-OFF CITATIONS 43013063/34019465	
				001-3302	56.00
		22296		Total :	56.00
97526	6/3/2021	21304	STRAIGHTLINE BACKFLOW, INC.	005256 ANNUAL CITYWIDE BACKFLOW TESTING	
				001-6101-4201	2,646.00
			005257	BACKFLOW DEVICE REPAIRS	
				001-6101-4201	570.40
		21304		Total :	3,216.40

Check Register
CITY OF HERMOSA BEACH

Page: 7

06/03/2021 5:40:07PM

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
97527	6/3/2021	00123 TRIANGLE HARDWARE	30086 thru 30114	MAINTENANCE SUPPLIES/MAY21	
				001-3104-4309	2,610.75
				001-3302-4309	13.87
				001-4204-4309	1,405.16
				001-6101-4309	292.64
				105-2601-4309	474.66
				715-4206-4309	75.20
				001-2021	107.25
				001-2022	-107.25
		00123		Total :	4,872.28
97528	6/3/2021	00322 VCA HERMOSA ANIMAL HOSPITAL	Mat Req 437831	EMERGENCY VET SRVCS/MAR20-JAN21	
		00322		001-3302-4201	315.00
				Total :	315.00
97529	6/3/2021	22321 WHEELER, DANIELLE	Receipt 2002670.003	CLASS 9307 WITHDRAWAL REFUND	
		22321		001-2111	83.50
				Total :	83.50
97530	6/3/2021	13359 WITTMAN ENTERPRISES LLC	2103062	AMBULANCE TRANSPORT BILLING/MAR21	
		13359		001-1202-4201	2,475.43
				Total :	2,475.43
97531	6/3/2021	22318 YASUI, YVETTE	Receipt 2002673.003	CAMP WITHDRAWAL REFUND	
		22318		001-2111	795.00
				Total :	795.00
97532	6/3/2021	22307 ZAMORA, VERONICA	PO 36225	REFUND/2 PARKING PERMITS	
		22307		001-3858	124.00
				Total :	124.00
1154046900	5/24/2021	00170 SOCAL GAS	11540469001	734 PIER/NATURAL GAS/APR21	
		00170		001-4204-4303	112.88
				Total :	112.88
53 Vouchers for bank code : boa					Bank total : 94,521.47
53 Vouchers in this report					Total vouchers : 94,521.47

06/03/2021 5:40:07PM

Check Register
CITY OF HERMOSA BEACH

Page: 8

Bank code : boa

Voucher	Date	Vendor	Invoice	Description/Account	Amount
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"I hereby certify that the demands or claims covered by the checks listed on pages 1 to inclusive, of the check register for 6/3/2021 are accurate funds are available for payment, and are in conformance to the budget."

By 
Finance Director

Date 6/3/2021



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

REPORT 21-0388

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

**MEMORANDUM REGARDING REVENUE REPORT, EXPENDITURE
REPORT, COVID-19 REVENUE TRACKING REPORT, AND CIP
REPORT BY PROJECT FOR MAY 2021
(Finance Director Viki Copeland)**

The May 2021 Revenue and Expenditure Reports, COVID-19 Revenue Tracking Report, and the Capital Improvement Program (CIP) Report by Project are not available at this time. The reports will be provided as soon as they are available.

Respectfully Submitted by: Viki Copeland, Finance Director

Approved: Suja Lowenthal, City Manager



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

REPORT 21-0389

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021

**MEMORANDUM REGARDING CITY TREASURER'S REPORT
AND CASH BALANCE REPORT FOR MAY 2021**

(City Treasurer Karen Nowicki)

The May 2021 City Treasurer's and Cash Balance Report are not available at this time. The reports will be provided as soon as they are available.

Respectfully Submitted by: Karen Nowicki, City Treasurer

Noted for Fiscal Impact: Viki Copeland, Finance Director

Noted: Suja Lowenthal, City Manager



Staff Report

Staff Report

REPORT 21-0384

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021

CAPITAL IMPROVEMENT PROGRAM STATUS

REPORT AS OF JUNE 15, 2021

(Interim Public Works Director Angela Crespi)

Recommended Action:

Staff recommends that the City Council receive and file the Capital Improvement Program Status Report as of June 15, 2021.

Number of Projects/Studies by Phase	# of Projects/Studies
Study/Conceptual Planning	8
Preliminary Design	11
Final Engineering Design	8
Project Approvals/ Bidding	7
Construction	2
Closeout	8
<i>Total Projects</i>	<i>37</i>
<i>Total Studies</i>	<i>7</i>

Number of Projects/Studies by Completion Timeline	# of Projects/Studies
1 - Complete by end of FY 20-21	3
2 - Complete in FY 21-22	16
3 - 3 years to completion	0
4 - 5 years to completion	0
5 - TBD	18
Projects/Studies Complete	7
<i>Total Projects</i>	<i>37</i>
<i>Total Studies</i>	<i>7</i>

Staff Report

REPORT 21-0384

Number of Projects/Studies by Category	<i># of Projects/Studies</i>
Street & Highway Improvements	11
Sewer & Storm Drain Improvements	7
Park Improvements	3
Public Building & Ground Improvements	23
<i>Total Projects</i>	<i>37</i>
<i>Total Studies</i>	<i>7</i>

Number of Projects/Studies by Manager	<i># of Projects/Studies</i>		
	<i>Lead</i>	<i>Support</i>	<i>Total</i>
Lucho Rodriguez	58	31	89
Reed Salan	1	0	1
Romany Basilyous	7	0	7
Andrew Nguyen	78	12	810
Michelle Licata	34	1	45
Jonathan Pascual	35	2	57
Doug Krauss	67	1	78
Kelly Orta	3	0	3
TBD	9	0	9
<i>Total Projects/Studies</i>	<i>44</i>		

Attachments:

Capital Improvement Program Status Report as of June 15, 2021.

Respectfully Submitted by: Angela Crespi, Interim Public Works Director

Approved: Suja Lowenthal, City Manager

Project Category	CIP No.	Project Name	Project Budget	Project Manager	Study/Conceptual Planning	Preliminary Design	Final Engineering Design	Project Approvals/Bidding	Construction	Closeout	Tentative Date to Next Milestone/ Update	Estimated Project Completion Date	Current Project Status	Project Description
SH	102	Bus Stops Improvements	\$ 900,000	Romany Basilyous		X					Complete Preliminary Design - 7/21	12/21	Preliminary Design.	This project will improve bus stops throughout the City. These improvements will include Americans with Disabilities Act (ADA) accessible curb ramps, concrete bus pads, crosswalk, striping improvements, furnishing, and other general improvements within direct vicinity of the bus stops.
SH	143	PCH Mobility Improvement Project	\$ 411,680	Lucho Rodriguez	X						TBD	TBD	On Hold. Study/Conceptual Planning. Metro Approved funding of \$1.8 million for the City for the project development phases - PA&ED (Project Approval and Environmental Document) as a result of Public Work's Measure M application in 2020. Metro is procuring the services of their on-call consultants to assist with this phase. Estimated date of kick-off meeting, July 2021.	This project would retain the existing number of lanes including north and south bound flex lanes and maintain lane widths of ten (10) feet, and flex lanes of twelve (12) feet with zero (0) feet shoulders. Collectively, the improvements will address existing, near-term, and long-range future traffic conditions along this corridor by improving intersection operations, reducing instances of unsafe turning movements, create a safe and more comfortable environment for pedestrians and transit riders, and improving the efficient movement of vehicles along the corridor.
SH	164	Hermosa Avenue Green Street	\$ 140,000	Doug Krauss Michelle Licata		X					Complete Preliminary Design - 9/21	TBD	Preliminary Design. Preparation of plans and specifications by consultant (CWE) through grant managed by City of Torrance. This project is also part of Study 103. Consultant selected and preparing report.	The project will design and implement Low Impact Development (LID) and green infrastructure on Hermosa Ave from 4th Street to Herondo Avenue, which will include a variety of green street design elements. This project is part of Study 103 Sea Level Rise Risk Assessment Grant recipient for preliminary design. This project is also part of a multicity green street project lead by City of Torrance.
SH	186	Street Improvements - Various Locations	\$ 1,485,095	Romany Basilyous				X			Complete Project Approvals/Bidding - 6/21	12/21	Project Approvals/Bidding. Award of construction contract to Council in June.	This project provides for pavement rehabilitation of streets at various locations. The project will also repair/replace deteriorated portions of sidewalk, curb and gutter, and curb ramps. This project also includes the resurfacing of 24th Street between Valley Drive and Park Avenue. The scope of work includes the construction of curb and gutter as needed to correct street drainage deficiencies as well as lowering of public utilities (by utility companies) to standard depth to permit the proper street construction. This work will be performed following the sewer and storm drain repairs identified in the Sewer and Drainage Master Plans. Project will be bided out together with Project 190.
SH	188	Strand Bikeway and Walkway Improvements at 35th Street	\$ 10,000	TBD	X						TBD	TBD	Part of Study 103 Sea Level Rise Risk Assessment Grant. Consultant selected and preparing report.	This project would provide improved accessibility and connectivity for bicyclists travelling between the Cities of Hermosa Beach and Manhattan Beach via The Strand at 35th Street. The project will also consider the addition of a dedicated ADA path to provide greater ADA accessibility to The Strand. This project is part of Study 103 Sea Level Rise Risk Assessment Grant recipient for preliminary design.
SH	190	Annual Street Improvements	\$ 200,000	Romany Basilyous				X			Complete Project Approvals/Bidding - 6/21	12/21	Project Approvals/Bidding. Award of construction contract to Council in June.	This project provides for pavement rehabilitation of streets at various locations. The project will also repair/replace deteriorated portions of sidewalk, curb and gutter, and curb ramps. This work will be performed following the sewer and storm drain repairs identified in the Sewer and Drainage Master Plans. Project will be combined with Project 186.
SH	191	Annual Street Improvements	\$ 45,000	TBD		X					TBD	TBD	Preliminary Design. Pending staff availability.	This project provides for pavement rehabilitation of streets at various locations. The project will also repair/replace deteriorated portions of sidewalk, curb and gutter, and curb ramps. This work will be performed following the sewer and storm drain repairs identified in the Sewer and Drainage Master Plans.
SH	192	Annual Striping Improvements (NEW)	\$ 100,000	Michelle Licata				X			Complete Project Approvals/Bidding - 6/21	09/21	Project Approvals/Bidding. Award of construction contract to Council in June.	This project provides traffic striping, markings, and signage improvements and modifications throughout the City at various locations to improve safety and visibility. This project will help address needed thermoplastic striping which the City is not capable of installing directly.
SH	193	Pedestrian Crossing Safety Improvements (NEW)	\$ 450,000	Andrew Nguyen		X					Complete Preliminary Design - 7/21	TBD	Preliminary Design.	This project will implement rectangular rapid flashing beacons and other measures at several uncontrolled pedestrian crossings on Hermosa Avenue at 4th, 6th, 19th, 24th, 25th Streets, and at Herondo Street and Monterey Blvd. and the crossing in front of Clark Building on Valley Drive.
SSD	417	Annual Storm Drain Improvements - Various Locations	\$ 2,044,966	Romany Basilyous			X				Complete Final Engineering Design - 6/21	12/21	Final Engineering Design. On-call design firm finalizing plans and specifications.	Storm drain improvements throughout the City. Locations will be as identified and prioritized per the Storm Drain Master Plan. Projects will address deficiencies, ponding, and repairs as well as where new storm drains are needed citywide. This project will also address operational deficiencies at the outfall structures at 18th Street and 19th Street. Improvements include for design and construction activities on an annual basis. Project to be bided out together with Project 422.
SSD	419	Storm Drain Pipe Screens	\$ 117,324	Romany Basilyous Doug Krauss						X	Closeout	Closeout	Closeout. Finalizing punch list items.	The City has revised its strategy for addressing the Santa Monica Bay Debris Total Maximum Daily Load (TMDL) using State Board-approved full capture devices or systems to achieve 100% reduction of trash from the Municipal Separate Storm Sewer System (MS4). The City will install approximately 160 screen assemblies inside various storm drain catch basins throughout the City, in front of the outlet pipe, preventing debris from entering the storm drain system. They City has installed approximately 120 screens previously.
SSD	421	Annual Sewer Improvements	\$ 2,022,822	Andrew Nguyen				X			Complete Project Approvals/Bidding - 7/21	09/21	Project Approvals/Bidding. Phase 1 of project out to bid in June. Project consists of 2 phases. Phase 1 includes lining work and point repairs. Phase 2 includes point repairs, pipe replacement, and maintenance access hole rehabilitation. Phase 2 to start after completion of Phase 1.	This project includes design and construction of sewer improvements and repairs based on the Sewer Master Plan.

UPDATED FY 2020-21 CAPITAL IMPROVEMENT PROGRAM

Grey indicates projects on hold.
Light Blue indicates projects milestone updates.

Project Category	CIP No.	Project Name	Project Budget	Project Manager	Study/Conceptual Planning	Preliminary Design	Final Engineering Design	Project Approvals/Bidding	Construction	Closeout	Tentative Date to Next Milestone/ Update	Estimated Project Completion Date	Current Project Status	Project Description
SSD	422	Annual Storm Drain Improvements	\$ 500,000	Romany Basilyous			X				Complete Final Engineering Design - 6/21	12/21	Final Engineering Design. On-call design firm finalizing plans and specifications.	Storm drain improvements throughout the City. Locations will be as identified and prioritized per the Storm Drain Master Plan. Projects will address deficiencies, ponding, and repairs as well as where new storm drains are needed citywide. This project will also address operational deficiencies at the outfall structures at 18th Street and 19th Street. Improvements include for design and construction activities on an annual basis. Project will be bid out together with Project 417.
SSD	423	Annual Sewer Improvements	\$ 250,000	Andrew Nguyen		X					TBD	TBD	Preliminary Design. Pending staff availability.	This project includes design and construction of sewer improvements and repairs based on the Sewer Master Plan.
SSD	424	Annual Storm Drain Improvements	\$ 250,000	TBD		X					TBD	TBD	Preliminary Design. Pending staff availability.	Storm drain improvements throughout the City. Locations will be as identified and prioritized per the Storm Drain Master Plan. Projects will address deficiencies, ponding, and repairs as well as where new storm drains are needed citywide. This project will also address operational deficiencies at the outfall structures at various locations. Improvements include for design and construction activities on an annual basis.
PBG	601	Prospect Avenue Curb Ramps	\$ 63,710	Andrew Nguyen Jonathan Pascual				X			Complete Project Approvals/Bidding - 7/21	09/21	Project Approvals/Bidding. Preparing to bid project in July.	This project provides improvements and relocation of sidewalks, curb ramps and obstructions along Prospect Avenue in order to comply with the Americans with Disabilities Act (ADA) and meet the latest Federal Standards. Project to be bided out together with Project 698.
PBG	602	City Wide ADA Improvements (NEW)	\$ 72,000	Lucho Rodriguez					*		06/21	06/21	Construction/Misc. Ordered additional tiles for the beach access path, hired a CASP specialist, and analyzed 8 grievances. This is an ongoing program with various components. The current budget has been expended.	This project provides improvements city wide in order to comply with the Americans with Disabilities Act (ADA) and meet the latest Federal Standards along with the City's Transition Plan being developed.
PBG	603	South Park slope and Irrigation Repairs (NEW)	\$ 35,000	Jonathan Pascual Lucho Rodriguez						X	Complete Construction - 06/21	06/21	Closeout. South Park has been reopened fully. Preparing for next phase of project in FY 21-22.	This project will address sloped areas around the playground area at South Park. Funding would be utilized to install interim measures in order to open up the area to the public while the City pursues more permanent measures for repairs required of the entire park, including irrigation and landscaping.
PBG	608	Downtown Lighting Improvements	\$ 60,000	TBD		X					TBD	TBD	Preliminary Design. Pending staff availability.	This project will improve safety, security and ambiance in the downtown area through lighting improvements as determined by the Downtown Security Assessment Report.
PBG	609	Downtown Strategic Plan Implementation	\$ 468,161	Andrew Nguyen			X				Complete Final Engineering Design - 7/21	10/21	Final Engineering Design. Preparing plans and specifications for Pier Plaza catenary lights and light dimming units. Preparing assessment of Hermosa Ave and Pier Ave median electric system.	The purpose of this project is to mitigate safety concerns with lighting improvements for the City's downtown area. This project will install catenary lights and dimming units on Pier Plaza.
PBG	615	New Corporate Yard Facilities	\$ 1,340,050	Doug Krauss Lucho Rodriguez		X					TBD	TBD	Preliminary Design.	This project is for the design and construction of a new city yard. Construction will be done in two phases. Phase 1 to include one metal prefabricated building to house a new mechanic, paint/sign shop and contracted services. New wash down station area. Phase 2 to include demolition of existing buildings. Construction of new administration building. General yard improvements (fencing, landscaping, drainage).
PBG	629	Municipal Pier Structural Assessment and Repairs	\$ 413,075	Michelle Licata			X				Complete Final Engineering Design - 7/21	12/21	Final Engineering Design. Next steps are to submit to Costal Commission for approval in conjunction with CIP 660	Repairs of the municipal pier structural elements including the piles, pile caps, deck and the lifeguard storage room.
PBG	660	Municipal Pier Electrical Repairs	\$ 520,284	Michelle Licata			X				Complete Final Engineering Design - 7/21	12/21	Final Engineering Design. Next steps are to submit to Costal Commission for approval in conjunction with CIP 629	The pier electrical repairs will involve the replacement of existing conduit, junction boxes, connections and wiring so that the lights can be functional. The project will also eliminate the service box towards the end of the pier and create a new service connection point for the foghorn at the end of the pier. This project will also include the replacement of the bollard lighting at the pier with new LED lighting fixtures.
PBG	669	City Park Restrooms and Renovation	\$ 1,545,620	Lucho Rodriguez				X			Complete Project Approvals/Bidding - 6/21	06/22	Project Approvals/Bidding. Award of construction contract to Council in June.	This project consists of construction of new ADA compliant restrooms at Forts Lots-of-Fun, Seaview Parkette, South Park, and Clark Field. This project also plans to renovate existing restrooms at South Park and Clark Field.
PBG	672	Council Chamber Audiovisual Improvements	\$ 284,649	Romany Basilyous					X		Closeout	Closeout	Closeout.	Project will replace audio visual equipment in the Council Chambers including additional enhancements such as Video Wall Solution (110" seamless sidewall display) and 55" lobby overflow display.
PBG	682	Parking Lot D Improvements	\$ 663,655	Doug Krauss			X				Complete Final Engineering Design - 12/21	12/22	Final Engineering Design. Coastal Conservancy Board grant approved in April 2021. Pending application for construction funds with Measure W grant.	The project will install a rapid electric vehicle charging station, expand bicycle parking and capture and treat storm water run-off from road and parking surfaces.

UPDATED FY 2020-21 CAPITAL IMPROVEMENT PROGRAM

Grey indicates projects on hold.
Light Blue indicates projects milestone updates.

Project Category	CIP No.	Project Name	Project Budget	Project Manager	Study/Conceptual Planning	Preliminary Design	Final Engineering Design	Project Approvals/Bidding	Construction	Closeout	Tentative Date to Next Milestone/ Update	Estimated Project Completion Date	Current Project Status	Project Description
PBG	684	Emergency Operations Center (EOC) Renovations	\$192,880	TBD		X					TBD	TBD	Preliminary Design. Pending staff availability.	This project will add restrooms to the EOC and renovate the adjacent room for future EOC uses. The EOC is located within a building designated as a historical building, which will require a Certificate of Appropriateness to complete the repairs. This project will be completed in two phases. Phase 1 includes restroom construction including flooring, lighting, wall and ceiling repairs, painting, new plumbing, and installing fixtures. Phase 2 includes complete room renovation including new flooring, ceiling, lighting, furnishings, and relocation of Emergency System IT equipment, including a new switch, 2 UPC batteries, and firewall to support the EOC. Security Improvements to include new key fob locking systems.
PBG	689	Clark Building Renovations	\$420,072	Jonathan Pascual Lucho Rodriguez			X				Complete Final Engineering Design - 7/21	06/22	Final Engineering Design. On-call design firm finalizing plans and specifications.	The project proposes: 1. Design, Operational Review 2. Kitchen Remodel - including new commercial appliances, sinks, countertops, lighting, tile, flooring, doors and ADA upgrades. 3. Restrooms Remodel - including new flooring, fixtures, stalls, sinks, toilets, lighting, and ADA upgrades. Electrical, plumbing, sewer line upgrades. 4. Install new Heating, ventilation, and air conditioning. 5. Acoustic panels and new lighting throughout ballroom area. 6. ADA upgrades to entrance building entrance points.
PBG	692	14th Street Beach Restroom Rehabilitation	\$788,000	TBD	X						TBD	TBD	Study/Conceptual Planning.	This project proposes to construct a new restroom facility which includes replacement of the entire building; restrooms; appurtenant plumbing; ADA improvements for compliance. This project will also include the replacement of the existing sewer lift station components which includes 2 submersible pumps; motor control panel; associated plumbing; addition of telemetry for condition/outage notifications.
PBG	695	Parking Lot A Improvements	\$592,260	TBD		X					TBD	TBD	Preliminary Design. Secure design services to prepare plans and specifications.	This project will consist of upgrading Parking Lot A to meet ADA standards, with improvements including: • New layout to maximize parking capacity and improve circulation. • Consideration of the layout of parking spaces on 11th Street and explore incorporating 11th Street parking spaces into the Lot A pay station system. • New surfacing and lighting. • New trash enclosures adjacent to commercial buildings and removal of the trash enclosure and joint compactor. • Low impact development elements including permeable pavers and landscaping. Coastal Commission permits will be required.
PBG	696	Police Station Improvements	\$33,000	TBD		X					TBD	TBD	Preliminary Design. Pending staff availability.	The Police Station is in need of improvements including increased security measures and improvements to report writing room and evidence and property room. The restrooms in the basement of the Police Station are in need of improvements.
PBG	698	ADA improvements	\$71,298	Andrew Nguyen Jonathan Pascual				X			Complete Project Approvals/Bidding - 7/21	09/21	Project Approvals/Bidding. Preparing to bid project in July.	The project proposes: Improvements and relocation of sidewalks, curb ramps and obstructions along Prospect Avenue in order to follow the Americans with Disabilities Act (ADA) and meet the latest Federal Standards. Project to be bided out together with Project 601.
SH	101	Hermosa Avenue Greenwich Village Street Realignment (STUDY)	\$10,000	TBD	X						TBD	TBD	Part of Study 103 Sea Level Rise Risk Assessment Grant. Consultant selected and preparing report.	This study will evaluate potential improvements at the intersections of: • Hermosa Avenue and Greenwich Village; and • Manhattan Avenue and Greenwich Village/27th Street The study will evaluate opportunities improve the flow and visibility for pedestrian, bikes, and vehicles at the two intersections. This study is part of Study 103 Sea Level Rise Risk Assessment Grant recipient for preliminary design.
PBG	103	Sea Level Rise Risk Assessment (NEW) (STUDY)	\$279,058	Doug Krauss	X						Complete Study/Conceptual Planning - 2/22	02/21	Study/Conceptual Planning. Consultant selected and preparing report.	This study will assess the risk of sea level rise in three areas along Hermosa Avenue, 35th Street, Greenwich Village, and 4th Street to Herondo Avenue. It incorporates three other projects. Project 164 Hermosa Avenue Green Street, Project 188 Strand Bikeway and Walkway Improvements at 35th Street, and Study 101 Hermosa Avenue Greenwich Village Street Realignment.
PI	538	Citywide Park Master Plan (STUDY)	\$215,475	Kelly Orta	X						TBD	TBD	Study/Conceptual Planning.	The City is seeking to prepare a Parks Master Plan that achieves the following goals: • Engages the community and local recreational organizations in a dialogue about parks and open space resources in Hermosa Beach; • Identifies the current demand/utilization and the future/evolving parks and recreational facility needs for the Hermosa Beach community; • Leverages the vision and goals of the recently adopted General Plan and the Community Decision-Making Tool; • Identifies an appropriate balance between organized and informal recreational activities at the City's parks and open spaces; • Serves as a dynamic useful planning and implementation document that enjoys broad community and political support; • Provides a comprehensive strategy to maintain, rehabilitate and improve the City's network of parks, facilities, and open space assets, including current unfunded park and recreational opportunities; • Evaluates the effective use of the City's financial and physical resources and opportunities to fund implementation of the recommendations in the Master Plan.

UPDATED FY 2020-21 CAPITAL IMPROVEMENT PROGRAM

Grey indicates projects on hold.

Light Blue indicates projects milestone updates.

Project Category	CIP No.	Project Name	Project Budget	Project Manager	Study/Conceptual Planning	Preliminary Design	Final Engineering Design	Project Approvals/Bidding	Construction	Closeout	Tentative Date to Next Milestone/ Update	Estimated Project Completion Date	Current Project Status	Project Description
PI	544	Greenbelt Accessible Path Assessment (STUDY)	\$10,000	Lucho Rodriguez	X						TBD	TBD	Study/Conceptual Planning. Consultant studying feasibility of an accessible path on the Greenbelt.	Determine the feasibility of installing an ADA surface path on the Greenbelt to provide a firm, natural looking and permeable path that increases accessibility for the disabled and boosts accessibility for all.
PBG	668	Library Community Needs Assessment (STUDY)	\$60,000	Kelly Orta	X						TBD	TBD	On Hold. On hold until funding opportunities become available for a new or renovated library facility.	Phase II consists of preparation of conceptual designs and estimates for: • Keeping the city's library at its current location, to include: Renovation and expansion of existing building or adding a second floor to the existing building (before preparation of renovation schemes for the existing building, the structural condition must be assessed to make sure that the building is not beyond its useful life); Construction of a two (2) story library building at the existing location; or • Construction of a new library at a new site • Relocation of "Friends of the Library" from Bard Street to a more appropriate location. Funding is reimbursed to the City through the Library's Excess Operating Funds through agreement with the LA County Library. Other funding options will be explored.
PBG	693	Community Theater Needs Assessment (STUDY)	\$3,320	Kelly Orta						X	Closeout	Closeout	Closeout. Assessment report has been completed.	This needs assessment will include an analysis and conceptual cost estimates of two scenarios: a. A major renovation of the Community Theatre to transform it into a regional performing arts center; and b. A conservative renovation to upgrade the Community Theatre, taking into consideration its current users and maintaining the community focus of the facility. Market trends for similar and/or other theaters will also be included.
PBG	694	Parking Structure (Lot C) Structural Assessment (STUDY)	\$40,000	Jonathan Pascual Andrew Nguyen						X	Closeout	Closeout	Closeout. Finalizing assessment report.	Prepare a structural assessment report for the parking structure, to analyze cracks in walls and decks.
SH	160	PCH Traffic Improvements (RECONCILIATION)	\$160,000	Reed Salan					X		TBD	TBD	Project was to be closed out in FY 19-20 but delayed due to modifications requiring Caltrans approval. Funding approved by Council during Midyear budget. Project to be completed and closed out by FY 21-22.	The purpose of this project is to improve operational mobility along State Route 1 (Pacific Coast Highway) which also provides operational relief to I-405 by improving operations in a parallel route. The proposed project also includes improvements including but not restricted to truck turning radius, ADA curb ramps, striping and pedestrian signal improvements of the segment on PCH between Anita Street and Artesia Boulevard. Pedestrian signal, crosswalks and ADA curb ramps improvements at the intersections of PCH and Pier Avenue and PCH and Aviation Boulevard including improvements at intersection to aid trucks turning onto Aviation.
SSD	401	EWMP Update/Feasibility Study (RECONCILIATION)	\$107,963	Doug Krauss						X	Closeout	Closeout	Funds to be paid to Beach Cities EWMP (Enhanced Watershed Management Plan) group for feasibility studies per MOU and mandated by Municipal Separate Storm Sewer System (MS4) permit. Payment to be made by July. EWMP plan is scheduled to be completed by September.	Project to update EWMP (Enhanced Watershed Management Plan) and revise regional projects. Project to be lead by City of Redono Beach for the Beach Cities Watershed group.
PI	542	Stormwater/Urban Runoff Diversion Project (RECONCILIATION)	\$160,000	Doug Krauss						X	Closeout	Closeout	Funds to be paid to the Beach Cities EWMP (Enhanced Watershed Management Plan) group for feasibility studies per the MOU and as mandated by the Municipal Separate Storm Sewer System (MS4) permit. Payment to be made by July. EWMP plan is scheduled to be completed by September.	The original Greenbelt Infiltration project was cancelled. The City of Redondo Beach has taken the lead role to explore alternative projects for the Beach Cities Watershed group.
PBG	650	Community Center General Improvements (RECONCILIATION)	\$196,711	Lucho Rodriguez						X	Closeout	Closeout	Project completed. Account to be closed and remaining funds to be released.	Community Center exterior painting; includes remediate lead-based paint, paint doors, minor repairs. Community Center interior painting; includes all interior classrooms, hallways, restrooms, Senior Activity Center, any exposed conduit & offices, moldings, handrails & door frames. Tennis court resurface.
PBG	760	Tree Well Grates (RECONCILIATION)	\$51,068	Andrew Nguyen			X				TBD	TBD	Project has been under dispute resolution. Funds to be used to purchase and install tree well grates on Hermosa Ave.	This project will install iron tree grates in existing tree wells on Hermosa Ave.



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

REPORT 21-0371

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

**ACTION SHEET OF THE PLANNING COMMISSION
MEETING OF JUNE 15, 2021
(Community Development Director Ken Robertson)**

Recommended Action:

Staff recommends City Council receive and file the action sheet of the Planning Commission meeting of June 15, 2021.

Attachments:

Action Sheet of the June 15, 2021 Planning Commission Meeting

Approved: Ken Robertson, Community Development Director

Noted: Suja Lowenthal, City Manager



City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA
90254

Action Minutes - Draft

Planning Commission

Chair
Marie Rice

Vice Chair
David Pedersen

Commissioners
Stephen Izant
Peter Hoffman
Rob Saemann

Tuesday, June 15, 2021

6:00 PM

Council Chambers (Virtually)

THIS MEETING IS HELD PURSUANT TO EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020. ANY OR ALL PLANNING COMMISSION MEMBERS MAY ATTEND AND PARTICIPATE BY TELECONFERENCE/VIRTUAL MEETING. MEMBERS OF THE PUBLIC MAY PARTICIPATE BY TELECONFERENCE.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**

Present: 5 - Commissioner Rob Saemann, Commissioner Peter Hoffman, Commissioner Stephen Izant, Vice Chair David Pedersen, and Chair Marie Rice

Absent: 0

All Planning Commissioners attended remotely.

Also Present Remotely: Ken Robertson, Community Development Director
Patrick Donegan, Assistant City Attorney
Christy Teague, Senior Planner
Yuritzzy Randle, Assistant Planner
Melanie Emas, Assistant Planner

- 4. Oral / Written Communications**

Attending remotely to speak: Kathy Knoll.

Section I

CONSENT CALENDAR

5. [REPORT](#) Approval of the May 18, 2021 Planning Commission Action Minutes
[21-0357](#)

Attachments: [May 18, 2021 Planning Commission action minutes](#)

ACTION: Motion by Commissioner Izant and seconded by Commissioner Saemann to approve the May 18, 2021 action minutes, with corrections to the references to Chair and Vice Chair in the vote counts. The motion carried by the following vote:

Aye: 5 - Commissioner Saemann, Commissioner Hoffman, Commissioner Izant, Vice Chair Pedersen, and Chair Rice

Absent: 0

6. [REPORT](#) Resolution of approval determining an existing 270 square foot painted
[21-0359](#) display on the easterly wall of an existing commercial building located at 25 22nd Street (Martha's Hermosa Beach), and determine that the project is exempt from the California Environmental Quality Act.

Attachments: [1. Approval Resolution](#)

ACTION: Motion by Commissioner Hoffman and seconded by Commissioner Izant to adopt the resolution determining an existing 270 square foot painted display on the easterly wall of an existing commercial building located at 25 22nd Street. The motion carried by the following vote:

Aye: 5 - Commissioner Saemann, Commissioner Hoffman, Commissioner Izant, Vice Chair Pedersen, and Chair Rice

Absent: 0

Section II

PUBLIC HEARING

7. [REPORT](#) Information Only: Public Hearing Notices and Project Zoning Maps
[21-0360](#)

Attachments: [1. Public Notices](#)
[2. Project Zoning Maps](#)

8. [REPORT](#) Conditional Use Permit CON 20-4 and Precise Development Plan PDP
[21-0352](#) 20- 8 Amendment a request to remodel and construct a 619 square foot addition to one of the two attached condominiums, located at 160 Lyndon Street and determination that the project is Categorically Exempt from the California Environmental Quality Act (CEQA).

Attachments: [1. Proposed Resolution](#)
[2. Site Photographs](#)
[3. Applicant Submittal](#)
[4. Alternative Driveway Design](#)
[5. CC Resolution No. 78-4236](#)
[6. Recorded Parcel No.10787](#)
[7. Radius Map](#)
[8. Poster Verification](#)

Attending remotely to speak: Stacy Straus, Luc Imbrechts, Debbie Imbrechts, George Konstantouros, Tina Konstantouros, and Rosa Velasquez.

ACTION: Motion by Commissioner Izant and seconded by Commissioner Pedersen to continue the public hearing to a date uncertain. The motion carried by the following vote:

Aye: 5 - Commissioner Saemann, Commissioner Hoffman, Commissioner Izant, Vice Chair Pedersen, and Chair Rice

Absent: 0

9. [REPORT](#)
[21-0362](#) CUP 20-2 -Conditional Use Permit request to construct and operate an unmanned wireless telecommunications facility (Verizon Wireless) at 2629 Manhattan Avenue, and to determine the project is categorically exempt from the California Environmental Quality Act (CEQA).

Attachments: [1. Draft Resolution](#)
[2. Location/Radius Map](#)
[3. Project Plans and Photo Simulation](#)
[4. Alternative Design Analysis](#)
[5. Radio Frequency Exposure Report](#)
[6. Propagation Map](#)
[7. Existing Wireless Facilities](#)
[8. Poster Verification](#)
[9. Supplemental - eComment from Kedem HarShalom, added 6-15-21](#)

Chair Rice recused herself.

Attending remotely to speak: Lisa Desmond, William Desmond, and Kedem HarShalom.

ACTION: Motion by Commissioner Izant and seconded by Commissioner Saemann to adopt the resolution approving the Conditional Use Permit 20-2 to construct and operate an unmanned wireless telecommunications facility (Verizon Wireless) at 2629 Manhattan Avenue, and determine the project is categorically exempt from the California Environmental Quality Act (CEQA), with aesthetic enhancements to be worked out with staff. The motion carried by the following vote:

Aye: 3 - Commissioner Saemann, Commissioner Hoffman, and Commissioner Izant

No: 1 - Vice Chair Pedersen

Absent: 0

Recused: 1 - Chair Rice

This final action is subject to potential review by the City Council pursuant to Chapter 2.52 of the Municipal Code*, or may be appealed to the City Council by any party if filed by July 6, 2021.

10. [REPORT](#)
[21-0367](#) TA 21-1 Consideration of amendments to Section 17.08.020 of the Zoning Ordinance regarding Home Occupations (home-based businesses) in residential zones and determination that the project is categorically exempt from the California Environmental Quality Act.

Attachments: [1. Resolution and Ordinance](#)
[2. Link to May 18, 2021 Planning Commission Meeting](#)
[3. Hermosa Beach Municipal Code Section 17.08.020](#)
[4. Supplemental - eComment from Frederick Nichols, added 6-15-21](#)

Attending remotely to speak: Jon Davis, Laura Pena, and Don DeMaderios.

ACTION: Motion by Commissioner Saemann and seconded by Commissioner Izant to adopt the resolution to recommend to the City Council deletion of Section 17.08.020.D14 regarding "Home Occupations" (home-based businesses), and determine that the project is categorically exempt from the California Environmental Quality Act.

The motion carried by the following vote:

Aye: 5 - Commissioner Saemann, Commissioner Hoffman, Commissioner Izant, Vice Chair Pedersen, and Chair Rice

Absent: 0

Section III

11. Staff Items

- a. [REPORT](#)
[21-0368](#) Receive Tri-Annual Report for On-Sale Alcoholic Beverage Conditional Use Permits

- Attachments:** [1. Process and Standards, updated 2019](#)
[2. Police/ABC Report for this period](#)
[3. Police/ABC Report for last period](#)
[4. Police Statistics for this period](#)
[5. Police Officer Checks for this period, updated 6-15-21](#)
[6. Police DUI Report](#)
[7. LA County Fire Inspection Report](#)
[8. Code Enforcement Data for this period](#)
[9. Code Enforcement Data for last period](#)
[10. Supplemental - eComment from Mark Bolour, added 6-15-21](#)

ACTION: Motion by Vice Chair Pedersen and seconded by Commissioner Hoffman to receive and file the November 1, 2020 to April 30, 2021 report. The motion carried by the following vote:

Aye: 5 - Commissioner Saemann, Commissioner Hoffman, Commissioner Izant, Vice Chair Pedersen, and Chair Rice

Absent: 0

b. Verbal report on City Council actions

c. Verbal status report on major Planning projects

- d. [REPORT 21-0358](#) June 30, 2021 and July 20, 2021 Planning Commission Tentative Future Agenda Items

- Attachments:** [1. Planning Commission June 30, 2021 Tentative Future Agenda](#)
[2. Planning Commission July 20, 2021 Tentative Future Agenda](#)

ACTION: Motion by Commissioner Izant and seconded by Commissioner Saemann to receive and file the June 30, 2021 and July 20, 2021 tentative future agendas. The motion carried by the following vote:

Aye: 5 - Commissioner Saemann, Commissioner Hoffman, Commissioner Izant, Vice Chair Pedersen, and Chair Rice

Absent: 0

12. Commissioner Items

13. Adjournment

ACTION: Motion by Commissioner Saemann and seconded by Commissioner Izant to adjourn to the special June 30, 2021 meeting. The meeting was adjourned at 9:21 PM. The motion carried by the following vote:

Aye: 5 - Commissioner Saemann, Commissioner Hoffman, Commissioner Izant, Vice Chair Pedersen, and Chair Rice

Absent: 0

***Chapter 2.52, Section 2.52.040 of the Municipal Code provides for Council review and reconsideration of any decision of the Planning Commission by two affirmative votes at the next regularly scheduled City Council meeting. In the event the Council initiates a review, the review will be placed on a future agenda of City Council within a reasonable time period, and the Commission's decision is stayed pending Council's review and final decision.**

DRAFT



Staff Report

Staff Report

REPORT 21-0372

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

PLANNING COMMISSION TENTATIVE FUTURE AGENDA ITEMS

(Community Development Director Ken Robertson)

Recommended Action:

Staff recommends that the City Council receive and file the June 30, 2021 and July 20, 2021 Planning Commission tentative future agenda items.

Attachments:

1. Planning Commission June 30, 2021 Tentative Future Agenda
2. Planning Commission July 20, 2021 Tentative Future Agenda

Respectfully submitted by: Ken Robertson, Community Development Director

Approved: Suja Lowenthal, City Manager

Tentative Future Agenda

PLANNING COMMISSION
City of Hermosa Beach

June 30, 2021
Special Meeting
6:00 P.M.

Project Title	Public Notice	Meeting Date
⇒ Housing Element Draft	6/17/21	6/30/21

Upcoming and Pending Projects
⇒ 200 Longfellow Avenue – Conditional Use Permit Amendment – application is in process.
⇒ 204-210 Pacific Coast Highway – Conditional Use Permit for drive-thru (Starbucks) – application is in process.
⇒ 911 1 st Street – Zone and General Plan Amendment, Precise Development Plan and Planned Unit Development for multiple unit condominium project – application is incomplete, pending CEQA review.
⇒ City Yard – Precise Development Plan, Conditional Use Permit, and Environmental Review – pending environmental clearance.

Tentative Future Agenda

PLANNING COMMISSION
City of Hermosa Beach

July 20, 2021
Regular Meeting
6:00 P.M.

Project Title	Public Notice	Meeting Date
⇒ 190 Hermosa Ave – Conditional Use Permit Amendment	7/8/21	7/20/21
⇒ 856 Cypress Ave – Conditional Use Permit, Precise Development Plan, & Vesting Tentative Parcel Map	7/8/21	7/20/21
⇒ Text Amendment for Parking Standards	7/8/21	7/20/21

Upcoming and Pending Projects
⇒ 200 Longfellow Avenue – Conditional Use Permit Amendment – application is in process.
⇒ 204-210 Pacific Coast Highway – Conditional Use Permit for drive-thru (Starbucks) – application is in process.
⇒ 911 1 st Street – Zone and General Plan Amendment, Precise Development Plan and Planned Unit Development for multiple unit condominium project – application is incomplete, pending CEQA review.
⇒ City Yard – Precise Development Plan, Conditional Use Permit, and Environmental Review – pending environmental clearance.



Staff Report

Staff Report

REPORT 21-0363

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

**APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR
CONSULTING SERVICES RELATED TO COMPLIANCE WITH
THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**
(Community Development Director Ken Robertson)

Recommended Action:

Staff recommends City Council:

1. Approve a Professional Services Agreement with Ed Almanza & Associates for consulting services related to compliance with the California Environmental Quality Act, including on-call services, through June 30, 2022, and a total maximum compensation amount of \$105,400; and
2. Authorize the Mayor to execute and the City Clerk to attest the attached first amendment subject to approval by the City Attorney (**Attachment 1**).

Executive Summary:

The City of Hermosa Beach utilizes consulting services to complete reports and studies related to compliance with the California Environmental Quality Act (CEQA). Staff requests City Council approval to enter into a one-year professional services agreement with Ed Almanza & Associates to provide the necessary services.

Background:

The Community Development Department requires consultant assistance with CEQA compliance, including assistance to update the City's CEQA Local Implementation Guidelines to address new General Plan objectives, as required by Section 15022 of the State CEQA Guidelines. This includes drafting procedures to standardize and enhance the efficiency of the City's CEQA practice to the extent feasible. The City also requires assistance in the environmental work to implement the Safety Element of the General plan to update Chapter 8.24 of the Hermosa Beach Municipal Code (Noise Control); and to develop vehicle miles traveled (VMT) thresholds to comply with SB 743 and the Mobility Element of PLAN Hermosa. The proposed consultant, Ed Almanza, has previous experience on these projects and is uniquely qualified to provide the necessary services. Since the consultant's previous on-call agreement with the City has expired, staff recommends including an on-call

Staff Report

REPORT 21-0363

component in the proposed agreement.

Analysis:

Ed Almanza & Associates has prior experience with the City and previously worked on the General Plan Environmental Impact Report (EIR), Transpacific Cable 2 EIR, the Skechers EIR, and the Oil Project EIR. The consultant continues to exhibit a high level of expertise working with the City on compliance issues and implementation of the City's obligations under CEQA, with a competitive hourly rate, experience developing public policy, and an understanding of Hermosa Beach's local issues and challenges. Ed Almanza initially served as the City's project manager and environmental consultant in 2014 during preparation of the EIR for the oil drilling proposal and continues to provide expert advice and services to the City. He also previously served as the City's consultant for on-call CEQA services.

The proposed agreement is for consulting services to complete reports and studies related to compliance with the California Environmental Quality Act (CEQA). The consultant's proposed rate is \$155.00 per hour with estimated services outlined in the proposed agreement (**Attachment 1**). If approved, the agreement would be for a one-year term with a maximum compensation amount of \$105,400. All contract costs would be paid by the City, with some costs for on-call services reimbursed by private developers on a cost recovery basis when projects require CEQA compliance work.

Fiscal Impact:

The City anticipates an initial estimate of \$105,400 for consulting services for Fiscal Year 2021-22. A total of \$121,323 is available to cover the cost of updating the Noise Ordinance, developing VMT Thresholds, and CEQA Guidelines. It is estimated that the Fiscal Year 2020-21 Budget will have unspent funds of \$84,123 for CEQA Guidelines and \$8,016 for the Noise Ordinance, which will be requested for reappropriation to the Fiscal Year 2021-22 Budget. The Fiscal Year 2021-22 Preliminary Budget includes a supplemental request of \$29,184 for the Noise Ordinance. All the budgeted funds would be appropriated using General Plan Maintenance Fees reserved for General Plan-related services. On-call services would continue to be reimbursed by private developers through reimbursement agreements between the developer and the City.

Attachments:

1. Draft Professional Services Agreement with Ed Almanza & Associates

Respectfully Submitted by: Melanie Emas, Assistant Planner

Concur: Ken Robertson, Community Development Director

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, City Manager



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

Professional Services Agreement

CONTRACT FOR PROFESSIONAL SERVICES TO

CONSULTING SERVICES RELATED TO COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), INCLUDING ON-CALL SERVICES,

BETWEEN THE CITY OF HERMOSA BEACH AND ED ALMANZA & ASSOCIATES

This AGREEMENT is entered into this 22nd day of June, 2021, by and between the CITY OF Hermosa Beach, a general law CITY a municipal corporation ("CITY") and ED ALMANZA & ASSOCIATES, a Sole Proprietorship ("CONSULTANT").

RECITALS

- A. The CITY desires to update the Noise Ordinance of the Hermosa Beach Municipal Code, develop the CITY's (Vehicle Miles Travelled) VMT thresholds, and develop the CITY's CEQA guidelines to implement the goals, policies, and programs of the General Plan.
- B. The CITY does not have the personnel able and/or available to perform the services required under this agreement and therefore, the CITY desires to contract for consulting services to accomplish this work.
- C. The CONSULTANT warrants to the CITY that it has the qualifications, experience, and facilities to perform properly and timely the services under this Agreement.
- D. The CITY desires to contract with the CONSULTANT to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the CITY and the CONSULTANT agree as follows:

- 1** CONSIDERATION AND COMPENSATION As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.

As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.

As additional consideration, CITY agrees to pay CONSULTANT a total of \$105,400, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.



CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

- 2** SCOPE OF SERVICES. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

- 3** PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."
- 4** TIME OF PERFORMANCE. The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 5** FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 6** KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Martha Miller. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the CITY.
- 7** TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on June 30, 2022, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.
- 8** CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
- 9** TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.
- 10** PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
- 11** TERMINATION. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.



In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

- 12 INDEMNIFICATION.** CONSULTANT shall indemnify CITY and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reimbursement of reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, to the degree determined in a final and nonappealable judgment or by agreement of the parties proportionate to its liability. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have CONSULTANT'S allocated share of liability. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

- 13 ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
- 14 INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.
- 15 AUDIT OF RECORDS.** CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.



16 CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the CITY to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17 INSURANCE REQUIREMENTS.

A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. The CONSULTANT shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY.
2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work



performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.

C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the CITY Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT's behalf upon the CONSULTANT's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

18 USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any sub-CONSULTANTS while performing any portion of this Agreement. Such approval must include approval of the proposed CONSULTANT and the terms of compensation.



- 19 FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-CONSULTANTS and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the CONSULTANT, its employees, sub-CONSULTANTS and agents.
- 20 CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the CITY's review of the CONSULTANT's report or plans. Should the CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the CITY may deduct the cost of such correction from any retention amount held by the CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.
- 21 NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
- 22 NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
CITY of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Ken Robertson, Community Development Director	Ed Almanza & Associates 30702 Driftwood Drive Laguna Beach, CA 92651 ATTN: Ed Almanza

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

- A. SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANTCONSULTANT'S bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has



it agreed to pay any company or person, other than CONSULTANT'S bona fide employee, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

- B. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.
- C. INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
- D. ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
- E. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
- F. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's CITY manager, or designee, may execute any such amendment on behalf of CITY.

- 23 ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
- 24 FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
- 25 TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
- 26 ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.



27 STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONSULTANTS, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

28 OWNERSHIP OF DOCUMENTS. It is understood and agreed that CITY shall own all documents and other work product of CONSULTANT, except the CONSULTANT'S notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONSULTANT, but any re-use of such documents by the CITY on any other project without prior written consent of the CONSULTANT shall be at the sole risk of the CITY.

29 DISCLOSURE REQUIRED. (CITY and CONSULTANT initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "CONSULTANT" for the purposes of the California Political Reform Act because CONSULTANT'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by the CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to CONSULTANT commencing services hereunder, the City's Manager shall prepare and deliver to CONSULTANT a memorandum detailing the extent of CONSULTANT'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

CITY Initials _____

CONSULTANT Initials _____

OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a "CONSULTANT" for the purpose of the California Political Reform Act because CONSULTANT'S duties and responsibilities are not within the scope of the definition of CONSULTANT in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the CITY'S Conflict of Interest Code.

CITY Initials _____

CONSULTANT Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.



CITY OF HERMOSA BEACH

CONSULTANT

Suja Lowenthal, CITY Manager

By: _____
Ed Almanza

CITY

ATTEST:

Eduardo Sarmiento, CITY Clerk

Taxpayer ID No. 546-84-7517

APPROVED AS TO FORM:

Michael Jenkins, CITY Attorney

Ken Robertson
Community Development Director
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254
krobertson@hermosabch.gov

December 8, 2020

SUBJECT: Contract Renewal
CEQA Services

Dear Ken,

At your request I am providing this update on activities under my contract for CEQA services with the City and a look at work anticipated for 2021. During 2020 I worked on the Transpacific Cable 2 EIR under a contract through the City that was separate from my City contract for General CEQA Services. Work on that EIR is now on hold and would require reanimating the contract if the project comes back next year. Other work this year focused on development of a draft Noise Ordinance and early conceptual development of significance thresholds related to VMT (vehicle miles travelled) for the City. Both of these tasks were undertaken as part of the larger task authorized previously, development of CEQA Guidelines for the City.

Noise Ordinance

We have made good progress on the draft Noise Ordinance. As you know this work has included the technical assistance of Fred Greve, acoustic consultant, and has produced a preliminary draft Ordinance that has undergone extensive review and comment by staff. The Ordinance has been revised to address issues raised by staff and a separate set of written responses to staff comments is in draft form. As we discussed, the next step is to complete this set of revisions and present them for a group discussion with you and Lauren (possibly with other staff in attendance) to discuss whether the draft Ordinance is ready to present to the Council for its consent on key features, or some other process is appropriate. You will recall that we also discussed the need for the final Ordinance to be drafted by the City Attorney, or with the City Attorney's active participation, as the Noise Ordinance must properly cross-reference other sections of the Municipal Code. We also raised the question of whether revision of the Noise Ordinance warrants a comprehensive review of other noise enforcement tools used by the City for the purpose of aligning procedures and clarifying the utility and application of each of the City's available enforcement mechanisms.

VMT Thresholds

The initiative to develop VMT thresholds derives from the mandate of SB 743 as well as Action MOBILITY-19 of PLAN Hermosa. Our emphasis on defining VMT thresholds initially focused on ensuring that the City complied with the July 2020 deadline established by SB 743. The status of this work is described in the attached memo provided to you and Lauren earlier this year. I am prepared to launch into Phase 1 of the tasks identified (and believe I was given the nod to proceed with that task), but our team has not met to discuss Phases 2 or 3. For Phase 2 I think we can benefit from the progress made by other South Bay cities (Redondo Beach in particular) which have taken definitive steps guided by transportation consultants (Fehr & Peers, in most cases). Phase 3 is a concept that needs further discussion with both you and Lauren.

CEQA Guidelines

Although much preliminary work has been undertaken, real production of the CEQA Guidelines has been delayed because of the time diverted to the other tasks listed above, particularly the Noise Ordinance. I propose that we take the steps identified above to advance the draft Noise Ordinance through its process for review and finalization, and having done so, assume that sometime in the coming year the final Ordinance will yield significance thresholds for noise and vibration that can readily be integrated into the City's CEQA Guidelines. Similarly, VMT thresholds will remain a work in progress during 2021 and can eventually be integrated into the Guidelines when finalized. With that in mind, we can consider a potential goal of producing key sections of draft CEQA Guidelines by the second quarter of 2021, with the larger goal of having a complete draft for adoption by the end of the year. These milestones ought not be 'engraved in stone' but are probably best considered written with a soft Number 2 pencil, as COVID continues to slow things down, particularly those projects that require group review and participation. Nevertheless, I think these are reasonable milestones to consider as goals for 2021.

Other CEQA Work

It is difficult to predict what other CEQA-related work the City might generate. Other work in 2019-2020 included some CEQA strategizing on the City Yard Renovation. There may be new City projects on the horizon of which I am unaware. My sense is that we have always had budget available to work on such projects either through my standing contract or from the project's own budget.

Estimated Budget

At present I have no outstanding invoices or substantial unbilled hours (with the exception of an invoice from Fred Greve for \$900.00).

Here are some budget assumptions for 2021

Noise Ordinance

Tasks – Revisions to Ordinance, production of accompanying documents (presentation memos, Noise Ordinance Implementation Guidelines for Staff, etc.).

Estimated time – Six weeks (240 hours)

VMT Thresholds

Tasks – Phase 1, development of screening tools to implement screening thresholds adapted from OPR's Technical Guidance on VMT.

Estimated time – Three weeks (120 hours)

CEQA Guidelines

Tasks – Production of draft Guidelines, interaction with Staff, revision per Staff input.

Estimated time – Eight weeks (320 hours)

Total Estimated Budget

Total estimated hours: 680

If we apply an updated rate of \$155, the total estimated budget is \$105,400.

My actual billings never seem to reach the annual budgeted amounts. The unspent roll-over amount from the previously authorized budget for my contract may cover a good portion of this estimated budget.

Please let me know if you have any questions about this update and projections.



Ed Almanza

Lauren,

Leeanne, Ken and I met with Jeremy Koop and Rachel Neumann of Fehr & Peers last Tuesday, February 18 to discuss steps to implement PLAN Hermosa's Implementing Action MOBILITY-19 and comply with the new CEQA requirement related to VMT thresholds. We reviewed the specific language of the revised CEQA Guidelines (both Appendix G (XVII) and Section 15064.3), discussed the elements of a VMT analysis, looked at average VMT estimates for subregions of unincorporated LA County and discussed SCAG's data base. We talked about the potential utility of a TDM ordinance and other tools for addressing VMT. We agreed that development of a VMT methodology does not warrant an extensive public participation process inasmuch as it is an implementing action of PLAN Hermosa which already underwent extensive public review.

The consensus seemed to be that our first priority is to understand what the City is required to do in response to SB 743 by the July 1, 2020 deadline. Most of SB 743's directives are steps to be taken by OPR, not by local agencies. Its major directive to all public agencies (in addition to OPR) is the following:

Upon certification of the guidelines by the Secretary of the Natural Resources Agency pursuant to this section, automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment pursuant to this division, except in locations specifically identified in the guidelines, if any. (21099 (b) (2).

Note that this does not require local agencies to take any specific action other than to stop using capacity- or congestion-based metrics as the basis for considering a significant impact under CEQA. SB 743 does not require local agencies to formally adopt local thresholds or procedures to address VMT as a threshold. It does require OPR to develop guidelines 'for determining the significance of transportation impacts of projects within transit priority areas' (this does not seem relevant to Hermosa Beach) and allows OPR to adopt guidelines 'establishing alternative metrics to the metrics used for traffic levels of service for transportation impacts outside transit priority areas' (21099 (c)). This latter set of guidelines clearly *is* relevant to Hermosa Beach. The new Guidelines are found at Section 15064.3 of the State CEQA Guidelines, **Determining the Significance of Transportation Impacts**, and they are attached.

The July 1, 2020 deadline is identified in subsection (c) of the new Guidelines, which states that 'provisions of this section shall apply statewide' as of that date. None of the provisions of Section 15064.3 require local agencies to select or adopt methods, models or specific quantitative or qualitative thresholds for assessing VMT impacts by that deadline. Subsection (b) (1) states that for land use projects, VMT exceeding an applicable threshold of significance 'may indicate a significant impact'. But the subsection also states that projects 'that decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact'.

Subsection (b) (3) allows lead agencies to analyze a project's VMT qualitatively, 'If existing models or methods are not available to estimate the vehicle miles traveled for the particular project being considered'. Subsection (b) (4) states that a lead agency has the 'discretion to choose the most appropriate methodology to evaluate a project's vehicle miles traveled' and 'may use models to estimate a project's vehicle miles traveled, and may revise those estimates to reflect professional judgement based on substantial evidence'. It further states that any 'assumptions used to estimate vehicle miles traveled and any revisions to model output should be documented and explained in the environmental document prepared for the project'.

Based on a close reading of the provisions of Section 15064.3, compliance with the revised State Guidelines requires that the City meet the following conditions by the July 1, 2020 deadline: (1) apply VMT as a threshold of significance when evaluating transportation impacts of land use projects; (2) consider projects that decrease VMT compared to existing conditions to have a less than significant transportation impact; and (3) document and explain any assumptions used to estimate VMT in the environmental document prepared for a project.

Although Section 15064.3 does not require the City to adopt specific methods or thresholds related to VMT, CEQA Section 15064.7 'encourages' public agencies to develop and publish thresholds of significance. Good CEQA practice argues in favor of the City being consistent in its use of both methods and thresholds for assessing all impacts, including those related to VMT. It is in the City's interest to define a consistent methodology for evaluating VMT impacts. While compliance with the deadline appears to be relatively straightforward and may not necessitate any immediate formal action by the City, the requirement to consider VMT as 'the most appropriate measure of transportation impacts' for all projects that undergo CEQA review after the July 10 deadline, warrants, at the very least, development of standard methods for applying a VMT threshold.

Analysis of a project's VMT impacts is a three-step process. The first step is to estimate the project's trips (ADT). The second step is to estimate the average trip length and, multiplying that by the number of trips, calculate VMT. The third step is to compare the project's estimated VMT against a baseline average VMT to determine if the project results in an increase in VMT that is considered significant. Both the number of trips and trip length will vary according to the proposed project. The baseline for VMT is a constant that can be derived locally, subregionally or at the regional scale. The level of VMT that is considered to represent a significant impact is up to the lead agency, but OPR's Technical Advisory strongly recommends using a threshold of 15% below the VMT average, as this metric reflects the percentage decrease necessary to achieve the State's targeted carbon reduction goals.

The City may very well be in the situation described in Section 15064.3 (b) (3), in which 'existing models or methods are not available to estimate the vehicle miles traveled for the particular

project being considered’.¹ In that case, according to the Guidelines, the City ‘may analyze the project’s vehicle miles traveled qualitatively’. But as OPR’s Technical Advisory points out, estimated VMT is a key parameter for estimating other impacts important to CEQA (air quality emissions, GHG, energy and noise). In previous EIRs the City has used census and housing data to support assumptions on commute distances for future employees of the proposed project (Skechers and Pier & Strand EIRs). The South Bay COG is a source of data on commute distances and the percentage of residents and employees who commute in and out of Hermosa Beach.

A strategy for transitioning to VMT thresholds might assume a phased approach that conforms to the City’s needs. Most projects reviewed by the City are categorically exempt from CEQA because of their small size and/or because they are minor alterations of existing structures. But even projects that do not qualify for these Class 1 and Class 3 categorical exemptions may fall below the screening threshold recommended by OPR for small projects that generate less than 110 daily trips (OPR, page 10). This translates to 10,000 sf of general office or its equivalent. This threshold is presented by OPR as a reasonable basis for concluding that a project will not have a significant impact (absent substantial evidence otherwise). OPR provides additional screening thresholds that are likely applicable to most other projects reviewed by the City. Retail projects, for example, can be judged by a qualitative standard:

By adding retail opportunities into the urban fabric and thereby improving retail destination proximity, local-serving retail development [as opposed to regional-serving retail] tends to shorten trips and reduce VMT. Thus, lead agencies generally may presume such development creates a less-than-significant transportation impact. (OPR, page 13)

In general, projects that improve land use diversity are assumed to reduce VMT. Projects that do not result in an increase in VMT over the existing land use (such as most residential projects in the city or the change from one use to another similar use) are assumed not to have a significant impact.

The availability of multiple screening thresholds sanctioned by OPR suggests that most projects reviewed by the City can be evaluated without the need to develop VMT analytic methods. It is only the out of the ordinary projects, such as the Skechers Headquarters and the Pier & Strand Hotel, that will require full VMT analysis. There are currently no such projects in the pipeline. Such projects may also be challenged to avoid significant VMT impacts, suggesting the need to develop a credible VMT mitigation program as well as analytic methods.

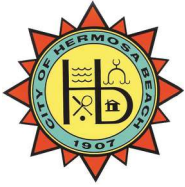
An implementation strategy for shifting to VMT thresholds might assume three phases.

¹ While the SCAG model provides a potential source for estimating a regional VMT baseline, it does not provide the ability to estimate the VMT of an individual project.

Phase 1: Establish screening thresholds for evaluating projects based on OPR's Technical Advisory and other relevant information. This phase might include development of simple screening tools for use by planning staff as general rules of thumb for supporting a finding that the size of a project (number of dwelling units, square feet of office space, etc.) or the character of use (local-serving vs regional-serving retail) is sufficient basis to determine that it will have a less than significant impact.

Phase 2: For the future analysis of extraordinary projects, develop methods for determining trip length for land use types in Hermosa Beach and decide what data source to use as a VMT baseline (SCAG, PLAN Hermosa, locally derived VMT data, or other). This phase should also include development of a VMT mitigation program.

Phase 3: Consider preparing an Addendum to the PLAN Hermosa EIR that addresses VMT impacts of the General Plan. While the PLAN Hermosa EIR did not address VMT, it did establish the framework for a GHG reduction program, which in turn led to the EIR's finding that buildout of the General Plan will not result in significant GHG impacts. Because VMT thresholds (and the underpinnings of SB 743, OPR's Technical Advisory and CEQA's Section 15063.4) are all inherently linked to GHG reduction goals, the City's General Plan provides the foundation for a programmatic CEQA process that could address VMT impacts of those future projects that can be found to be consistent with the General Plan's Land Use Plan and relevant policies. An Addendum EIR would provide an ideal avenue for adopting a programmatic mitigation program for VMT impacts.



Staff Report

Staff Report

REPORT 21-0382

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021

ORDINANCE 21-1431 OF THE CITY OF HERMOSA BEACH, CALIFORNIA, AMENDING VARIOUS SECTIONS OF CHAPTER 8.12 OF AND ADDING CHAPTER 8.14 TO THE HERMOSA BEACH MUNICIPAL CODE REGARDING SOLID WASTE
(City Clerk Eduardo Sarmiento)

Recommended Action:

Staff recommends City Council waive full reading and adopt by title Ordinance No. 21-1431.

Executive Summary:

At the May 25, 2021 City Council meeting, staff presented the attached [Ordinance](#) of the City of Hermosa Beach amending various sections of Chapter 8.12 and adding Chapter 8.14 of the Hermosa Beach Municipal Code regarding solid waste for [City](#) Council consideration. Following public hearing, City Council approved the introduction of the ordinance by the following vote:

Ayes: Councilmembers Armato, Campbell, Mayor Pro Tem Detoy, and Mayor Massey

Noes: None

Absent: None

Abstain: None

Past Council Actions

Meeting Date	Description
March 26, 2013	Approve Integrated Waste Hauler Agreement with Arakelian Enterprises Inc. (DBA Athens Services) for an 8-year term
September 10, 2019	Adoption and Implementation of an Organic Waste Recycling Program Hermosa Beach Businesses and Residents
November 12, 2019	Adoption of Ordinance Banning Polystyrene Food Service Ware and Certain Polystyrene and Single-Use Plastic Products
May 25, 2021	Public Hearing followed by Introduction by first reading of Ordinance 21-1431 after unanimous consent vote from City Council

Fiscal Impact:

There is no direct fiscal impact to the City associated with the recommended action. Most implementation costs would be borne by the City's franchised waste hauler and [refuse](#) customers.

Staff Report

REPORT 21-0382

Attachments:

1. Ordinance No. 21-1431

Respectfully Submitted by: Eduardo Sarmiento, City Clerk

Approved: Suja Lowenthal, City Manager

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ORDINANCE NO. 21-1431

**AN ORDINANCE OF THE CITY OF HERMOSA BEACH, CALIFORNIA,
AMENDING VARIOUS SECTIONS OF CHAPTER 8.12 OF AND ADDING
CHAPTER 8.14 TO THE HERMOSA BEACH MUNICIPAL CODE
REGARDING SOLID WASTE**

**THE CITY COUNCIL OF THE CITY OF HERMOSA BEACH DOES HEREBY
ORDAIN AS FOLLOWS:**

SECTION 1. Findings.

Section 8.12.010 of the Hermosa Beach Municipal Code is amended to read in full as follows:

8.12.010 Definitions.

A. For the purposes of this chapter, the words, terms and phrases as defined in this section shall be construed as set forth in Section 8.14.030 or as set forth below, unless it is apparent from the context that a different meaning is intended:

"Administrative authority" means the city manager, or his/her designee.

"Bulky goods" or "bulky items" means oversized or overweight household articles placed curbside by a residential householder or owner, which oversized or overweight household articles have weights, volumes or dimensions which cannot be accommodated by solid waste containers for residential premises, such as stoves, refrigerators, water heaters, washing machines, and other small household appliances, furniture, sofas, mattresses, box springs, large rugs, and organic waste. Bulky items do not include car bodies, tires, construction and demolition debris or items requiring more than two (2) persons to remove. Electronic waste may be collected as bulky items if provided for in a collection agreement

"Collection" means the operation of gathering together within the city, and transporting by means of a motor vehicle to the point of disposal or processing, any solid waste or recyclables.

"Collector" means any person: (a) who has been awarded an exclusive contract to provide residential or commercial/industrial solid waste or recyclables collection services in the city, or (b) who has been issued a permit or nonexclusive contract to provide solid waste handling services to state facilities.

"Collector agreement" or "Franchise agreement" is an agreement between a collector and the city to collect or dispose of solid waste in accordance with the provisions of this chapter.

"Commercial/industrial business owner" means any person, firm, corporation or other enterprise or organization holding or occupying, alone or with others commercial/industrial premises, whether or not it is the holder of the title or the owner of record of the commercial/industrial premises.

"Commercial/industrial collector" means a collector which collects solid waste and recyclables from commercial/industrial premises.

"Commercial/industrial premises" means all occupied real property in the city, except property occupied by federal, state or local governmental agencies which do not consent to their inclusion, and except residential premises as defined in this section, and includes, without limitation, wholesale and retail establishments, restaurants and other food establishments, bars, stores, shops, offices, industrial establishments, manufacturing establishments, service stations, repair, research and development establishments, professional, services, sports or recreational facilities,

1 construction and demolition sites, a multiple dwelling containing five or more dwelling units, and
2 any other commercial or industrial business facilities, structures, sites, or establishments in the city.

3 "Construction site" or "demolition site" means any real property in the city in, on or from which
4 a building or structure is being fabricated, assembled, erected or demolished, and which produces
5 construction or demolition solid waste which must be removed from the property, and requires the
6 use of commercial refuse containers.

7 "Construction or demolition waste" means C&D as defined in Section 8.14.030(l).

8 "Container" means any vessel, tank, receptacle, box or bin permitted to be used for the purpose
9 of holding solid waste or recyclables for collection.

10 "Disposal" or "dispose" means the ultimate disposition of solid waste collected by contractor at
11 a landfill or otherwise in full regulatory compliance.

12 "Electronic waste" means electronic equipment, including stereos, televisions, computers and
13 monitors, VCRs, microwaves and other similar items commonly known as "brown goods" and "e-
14 waste".

15 "Exclusive solid waste handling services" means any action by the city council, whether by
16 franchise, contract, license, permit or otherwise, whereby the city itself, or one or more other local
17 agencies or solid waste enterprises, has the exclusive right to provide solid waste handling services
18 of any class or type within all or any part of the territory of the city.

19 "Franchisee" or "franchised private collector" means a collector that has been authorized to
20 collect solid waste under this chapter and pursuant to the terms of a collector agreement.

21 "Hazardous waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste,
22 or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02,
23 §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified
24 and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the
25 Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments
26 thereto, and all rules and regulations promulgated there under.

27 "Holiday" means: New Year's Day; Memorial Day; Independence Day; Labor Day;
28 Thanksgiving Day; Christmas Day.

"Holiday" also means any other day designated as such in a contract between a collector and the
labor union serving as the exclusive representative of that collector's employees, provided the
holiday is established or recognized by resolution of the city council.

"In the city" or "within the city" means within the limits of the city as such limits exist on the
effective date of this chapter or may thereafter exist by virtue of the annexation of territory to or
detachment of territory from the limits of the city.

"Person" means any individual, association, firm, partnership, corporation or any other group or
combination thereof acting as a unit.

"Processing" means the reduction, separation, recovery and conversion of solid waste.

"Public agency" means any governmental agency or department thereof, whether federal, state
or local.

"Recyclables" or "recyclable materials" means non-organic recyclables as defined in Section
8.14.030(l).

"Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting
materials that would otherwise become solid waste, and returning them to the economic mainstream
in the form of raw material for new, reused or reconstituted products which meet the quality
standards necessary to be used in the marketplace. Recycling does not include transformation as
defined in Public Resources Code §40201.

1 "Residential collector" means a collector which collects solid waste and recyclables from residential premises.

2 "Residential householder" means any person or persons holding or occupying residential premises in the city, whether or not the owner of the residential premises.

3 "Residential owner" means the owner of any residential premises within the city.

4 "Residential premises" means any residential dwelling unit within the city, including, without limitation, multiple unit residential complexes, such as rental housing projects, condominiums, apartment houses, mixed condominiums and rental housing, and mobile home parks, except any multiple or multi-family dwelling containing five or more dwelling units.

6 "Resource recovery" means any use of solid waste collected pursuant to this chapter, except for landfill disposal or transfer for landfill disposal. "Resource recovery" includes, but is not limited to, transformation, composting and multi-material recycling.

8 "Solid waste" means all discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including construction or demolition waste, bulky items, recyclable materials, and organic waste, or any combination thereof which are permitted to be disposed of in a Class III landfill, and which are included in the definition of "Non-hazardous Solid Waste" set forth in the California Code of Regulations. Solid waste may also be referred to as garbage, rubbish and refuse throughout this chapter and the terms may be used interchangeably. Solid waste must be generated by and at the physical location where the waste is collected.

12 "Solid waste enterprise" means any individual, partnership, joint venture, unincorporated private organization, or private corporation regularly engaged in the business of providing solid waste handling services.

14 "Solid waste handling services" means the collection, transportation, storage, transfer or processing of solid wastes for residential or commercial/industrial users or customers.

15 "Standard commercial/industrial solid waste container" means a state-of-the-art bin or solid waste container used in connection with commercial/ industrial premises with a two-, three-, four-, six- or eight-cubic yard capacity, designed for mechanical pick-up by collection vehicles and equipped with a lid, or where appropriate for the commercial/ industrial premises being served, a fifteen (15), twenty-five (25), thirty (30), forty (40) or fifty (50) cubic yard roll-off box or compactor, and shall include other types of containers suitable for the storage and collection of commercial/industrial solid waste if approved in writing by the city manager.

19 **B.** Nothing contained in this section shall be deemed to preclude the city and any solid waste enterprise from incorporating into any agreement for exclusive solid waste handling services definitions relating to their respective contractual rights and obligations which may differ from or augment those set forth herein.

22 **SECTION 2.** Subsection U. of Section 8.12.040 of the Hermosa Beach Municipal Code is amended to read in full as follows:

23 U. Requirements relating to compliance with and implementation of state and federal laws, rules or regulations pertaining to solid waste handling services, and to the implementation by the city of state-mandated programs, including, without limitation, Chapter 8.14, the city's source reduction and recycling element and the city's household hazardous waste element.

26 **SECTION 3.** Subsection A. of Section 8.12.220 of the Hermosa Beach Municipal Code is amended to read in full as follows:

1 A. Approved Containers. It shall be the duty of every owner or occupant of a
2 commercial/industrial premises or residential premises to maintain, in sanitary condition,
3 collector-provided containers in compliance with Chapter 8.14. Containers shall be provided
at collector's expense. Notwithstanding, a collector agreement may authorize owners or
occupants to provide carts under designated circumstances.

4 **SECTION 4.** Subsection A. of Section 8.12.270 of the Hermosa Beach Municipal Code is
5 amended to read in full as follows:

6 A. Every commercial/industrial business served by a collector shall use the standard
7 commercial/industrial containers provided by the collector, which containers are compatible
with the collector's collection equipment and otherwise in compliance with Chapter 8.14.

8 **SECTION 5.** Section 8.12.280 of the Hermosa Beach Municipal Code is amended to read in
full as follows:

9 **8.12.280 Commercial/industrial--maintenance and placement of containers.**

10 Containers shall be maintained in a clean and sanitary condition by the collector. Every
11 commercial/industrial business owner shall provide a container location on the
12 commercial/industrial premises and shall keep the area in good repair, clean and free of refuse
outside of the container. Every collector shall remove any solid waste or litter that is spilled or
deposited on the ground as a result of the collector's emptying of the container or other activities of
the collector.

13 **SECTION 6.** Section 8.12.380 of the Hermosa Beach Municipal Code is amended to read in
14 full as follows:

15 **8.12.380 Residential householder exclusion.**

16 No provision of this chapter shall prevent residential householders from collecting and disposing
17 of occasional loads of solid waste generated in or on their residential premises, or from composting
18 green waste, or from selling or disposing of recyclables or organic waste generated in or on their
19 residential premises; provided, however, that no residential householder shall employ or engage any
solid waste enterprise, other than the residential collector with a collector agreement, to haul or
transport such materials to a transfer station or landfill. All residential householders shall also
comply with the self-hauler requirements of Chapter 8.14.

20 **SECTION 7.** Chapter 8.14, titled "Mandatory Recycling and Organic Waste Disposal
21 Reduction", is hereby adopted and added to the Hermosa Beach Municipal Code to read in full as
22 follows:

23 **"MANDATORY RECYCLING AND ORGANIC WASTE DISPOSAL REDUCTION"**

24 **8.14.010. PURPOSE AND FINDINGS**

25 **The City finds and declares:**

- 26
27 (a) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste
28 Management Act of 1989 (California Public Resources Code Section 40000, et seq., as

amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

- (b) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a Mandatory Commercial Recycling program.
- (c) State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires jurisdictions to implement a Mandatory Commercial Organics Recycling program.
- (d) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets. (e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This Chapter will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.
- (f) Requirements in this Chapter are consistent with other adopted goals and policies of the City to reduce waste and lower emissions of greenhouse gases.
- (g) This Chapter is intended to supplement the City's general regulation of solid waste set forth in other portions of the City's Municipal Code, including, but not limited to, Chapter 8.12.

8.14.020. TITLE OF CHAPTER

This chapter shall be entitled "Mandatory Recycling and Organic Waste Disposal Reduction".

8.14.030. DEFINITIONS

- (a) “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- (b) “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.
- (c) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- (d) “City Enforcement Official” means the city manager or their authorized designee(s) who is/are partially or whole responsible for enforcing this Chapter.
- (e) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.
- (f) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 8.14.030(bbb) and 8.14.030(ccc) of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (g) “Compliance Review” means a review of records by the City to determine compliance with this Chapter.
- (h) “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- (i) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this Chapter, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- (j) “Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- (k) “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- (l) “C&D” means construction or demolition debris.

- 1 (m) “Designated Source Separated Organic Waste Facility”, as defined in 14 CCR Section
2 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste
3 collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of
4 the following:
5 (1) The facility is a “transfer/processor,” as defined in 14 CCR Section 18815.2(a)(62),
6 that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d),
7 and meets or exceeds an annual average Source Separated organic content Recovery
8 rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent
9 on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f)
10 for Organic Waste received from the Source Separated Organic Waste collection
11 stream.
12 (A) If a transfer/processor has an annual average Source Separated organic
13 content Recovery rate lower than the rate required in Paragraph 1 of this
14 definition for two (2) consecutive reporting periods, or three (3) reporting
15 periods within three (3) years, the facility shall not qualify as a “Designated
16 Source Separated Organic Waste Facility”.
17 (2) The facility is a “composting operation” or “composting facility” as defined in 14
18 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR
19 Section 18815.7 demonstrates that the percent of the material removed for landfill
20 disposal that is Organic Waste is less than the percent specified in 14 CCR Section
21 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable,
22 complies with the digestate handling requirements specified in 14 CCR Section
23 17896.5.
24 (A) If the percent of the material removed for landfill disposal that is Organic
25 Waste is more than the percent specified in 14 CCR Section 17409.5.8(c)(2)
26 or 17409.5.8(c)(3), for two (2) consecutive reporting periods, or three (3)
27 reporting periods within three (3) years, the facility shall not qualify as a
28 “Designated Source Separated Organic Waste Facility.” For the purposes of
this Chapter, the reporting periods shall be consistent with those defined in
14 CCR Section 18815.2(a)(49).
- (n) “Edible Food” means food intended for human consumption, or as otherwise defined in 14
CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14
CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not
discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or
authorizes the Recovery of Edible Food that does not meet the food safety requirements of
the California Retail Food Code.
- (o) “Enforcement Action” means an action of the City to address non-compliance with this
Chapter including, but not limited to, issuing administrative citations, fines, penalties, or
using other remedies.
- (p) “Excluded Waste” means hazardous substance, hazardous waste, infectious waste,
designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste,
and toxic substances or material that facility operator(s), which receive materials from the
City and its generators, reasonably believe(s) would, as a result of or upon acceptance,
transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or
ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in
Class III landfills or accepted at the facility by permit conditions, waste that in City’s

reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

(q) “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

(r) “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

(s) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

(t) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Chapter.

(u) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

(v) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

- (w) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (x) “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- (y) “Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.
- (z) “Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
- (aa) “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- (bb) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (cc) “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- (dd) “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).
- (ee) “Inspection” means a site visit where a City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (ff) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.
- (gg) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues

in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.

- (hh) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (ii) “Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR Section 17402(a)(11.5).
- (jj) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (kk) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (ll) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- (mm) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (nn) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (oo) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (pp) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (qq) “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.
- (rr) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

- (ss) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (tt) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (uu) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (vv) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (ww) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A). Self-Haulers must also meet within one of the exceptions from the requirements of Section 8.12.020 set forth in Chapter 8.12.
- (xx) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.
- (yy) “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
 - (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 - (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste

that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(zz) “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Chapter, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste/Mixed Waste or other Solid Waste for the purposes of collection and processing.

(aaa) “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(bbb) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

(ccc) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.

(6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

(7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Chapter.

(ddd) “Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers Source Separated Organic Waste, or as otherwise defined in 14 CCR Section 189852(a)(75).

(eee) “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

8.14.040. REQUIREMENTS FOR SINGLE-FAMILY GENERATORS

Single-Family Organic Waste Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in Section 8.14.100 of this Chapter:

(a) **Shall subscribe to City’s Organic Waste collection services for all Organic Waste generated as described below in Section 8.14.040(b).** City shall have the right to review the number and size of a generator’s containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. **Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).**

(b) **Shall participate in the City’s Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.**

(1) A three- and three-plus-container collection service (Blue Container, Green Container, and Gray Container)

(A) **Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.**

SECTION 8.14.050. REQUIREMENTS FOR COMMERCIAL BUSINESSES

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (a) Subscribe to City's collection services and comply with requirements of those services as described below in this Section, except Commercial Businesses that meet the Self-Hauler requirements in Section 8.14.100 of this Chapter. City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.
- (b) Subscribed to Non-organic Recyclables service if the customer generates 4 cubic yards or more of solid waste weekly or if otherwise required by law.
- (c) Except Commercial Businesses that meet the Self-Hauler requirements in Section 8.14.100, **participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.**
 - (1) A three- and three-plus-container collection service (Blue Container, Green Container, and Gray Container)
 - (A) **Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator may place Recyclable Materials in Gray Container if mixed waste material recovery service is utilized and approved by the City. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.**
- (d) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 8.14.050(e)(1) and 8.14.050(e)(2) below) for employees, contractors, tenants, and customers, consistent with City's collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.14.100.
- (e) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - (1) A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or

bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

(2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

(f) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 8.14.050(e) pursuant to 14 CCR Section 18984.9(b).

(g) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.14.100.

(h) Excluding Multi-Family Residential Dwellings, periodically inspect all containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

(i) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

(j) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

(k) Provide or arrange access for City or its agent to their properties during all Inspections conducted in accordance with Section 8.14.110 of this Chapter to confirm compliance with the requirements of this Chapter.

(l) *If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Section 8.14.100 of this Chapter.*

(m) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(n) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.14.070.

8.14.060. WAIVERS FOR GENERATORS

(a) De Minimis Waivers. The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business provides documentation that the

business generates below a certain amount of Organic Waste material as described in Section 8.14.060(a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

(1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 8.14.060(a)(2) below.

(2) Provide documentation that either:

(A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

(B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

(3) Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

(4) Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.

(b) Physical Space Waivers. City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 8.14.050.

A Commercial Business or property owner may request a physical space waiver through the following process:

(1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

(2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

(3) Provide written verification to the City that it is still eligible for physical space waiver every five years, if City has approved application for a physical space waiver.

(c) The City may provide any additional waivers of the requirements of this Chapter to the extent permitted by applicable law. The City Manager or designee shall be responsibility for determining the grounds for the waiver, its scope, and appropriate administration.

- 1 (d) Review and Approval of Waivers by City. Review and approval of waivers will be the
2 responsibility of the City Manager or their designee.

3 **8.14.070. REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD
4 GENERATORS**

- 5 (a) Tier One Commercial Edible Food Generators must comply with the requirements of this
6 Section 8.14.070 commencing January 1, 2022, and Tier Two Commercial Edible Food
7 Generators must comply commencing January 1, 2023.

- 8 (b) Large Venue or Large Event operators not providing food services, but allowing for food to
9 be provided by others, shall require Food Facilities operating at the Large Venue or Large
10 Event to comply with the requirements of this Section, commencing January 1, 2023.

- 11 (c) Commercial Edible Food Generators shall comply with the following requirements:

- 12 (1) Arrange to recover the maximum amount of Edible Food that would otherwise be
13 disposed.

- 14 (2) Contract with, or enter into a written agreement with, Food Recovery Organizations
15 or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery;
16 or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator
17 self-hauls to the Food Recovery Organization for Food Recovery.

- 18 (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food
19 Recovery Organization or a Food Recovery Service.

- 20 (4) Allow City's designated enforcement entity or designated third party enforcement
21 entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

- 22 (5) Keep records that may be provided to the City upon request that include the
23 following information, or as otherwise specified in 14 CCR Section 18991.4:

- 24 (A) A list of each Food Recovery Service or organization that collects or receives
25 its Edible Food pursuant to a contract or written agreement established under
26 14 CCR Section 18991.3(b).

- 27 (B) A copy of all contracts or written agreements established under 14 CCR
28 Section 18991.3(b).

- (C) A record of the following information for each of those Food Recovery
Services or Food Recovery Organizations:

- (i) The name, address and contact information of the Food Recovery
Service or Food Recovery Organization.

- (ii) The types of food that will be collected by or self-hauled to the Food
Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(d) Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.14.080. REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

(2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

(3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

(4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

(2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

(3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

1 (c) Food Recovery Organizations and Food Recovery Services that have their primary address
2 physically located in the City and contract with or have written agreements with one or more
3 Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to
4 the City it is located in the total pounds of Edible Food recovered in the previous calendar
5 year from the Tier One and Tier Two Commercial Edible Food Generators they have
6 established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no
7 later than February 15th annually.

8 (d) Food Recovery Capacity Planning

9 (1) Food Recovery Services and Food Recovery Organizations. In order to support
10 Edible Food Recovery capacity planning assessments or other studies conducted by
11 the County, City, special district that provides solid waste collection services, or its
12 designated entity, Food Recovery Services and Food Recovery Organizations
13 operating in the City shall provide information and consultation to the City, upon
14 request, regarding existing, or proposed new or expanded, Food Recovery capacity
15 that could be accessed by the City and its Commercial Edible Food Generators. A
16 Food Recovery Service or Food Recovery Organization contacted by the City shall
17 respond to such request for information within 60 days, unless a shorter timeframe
18 is otherwise specified by the City.

19 **8.14.090. REQUIREMENTS FOR HAULERS AND FACILITY OPERATORS**

20 (a) Requirements for Haulers

21 (1) Permitted haulers providing residential, Commercial, or industrial Organic Waste
22 collection services to generators within the City's boundaries shall meet the
23 following requirements and standards as a condition of approval of a contract,
24 agreement, or other authorization with the City to collect Organic Waste:

25 (A) Through written notice to the City annually on or before February 15th
26 identify the facilities to which they will transport Organic Waste including
27 facilities for Source Separated Recyclable Materials, Source Separated Green
28 Container Organic Waste, and Mixed Waste.

(B) Transport Source Separated Recyclable Materials, Source Separated Green
Container Organic Waste, and Mixed Waste to a facility, operation, activity,
or property that recovers Organic Waste as defined in 14 CCR, Division 7,
Chapter 12, Article 2.

(C) Obtain approval from the City to haul Organic Waste, unless it is transporting
Source Separated Organic Waste to a Community Composting site or
lawfully transporting C&D in a manner that complies with 14 CCR Section
18989.1, Section 8.14.100 of this Chapter.

(2) Permitted hauler's authorization to collect Organic Waste shall comply with
education, equipment, signage, container labeling, container color, contamination
monitoring, reporting, and other requirements contained within its franchise
agreement, permit, license, or other agreement entered into with City.

(b) Requirements for Facility Operators and Community Composting Operations

(1) Owners of facilities, operations, and activities that recover Organic Waste, including,
but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-

owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

- (2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

8.14.100. SELF-HAULER REQUIREMENTS

- (a) Self-Haulers shall source separate all recyclable materials and Organic Waste generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- (b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- (c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
- (1) Delivery receipts and weight tickets from the entity accepting the waste.
- (2) The amount of material in cubic yards or tons transported by the generator to each entity.
- (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (d) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section 8.14.100(c).

8.14.110. INSPECTIONS AND INVESTIGATIONS BY CITY

- (a) City representatives are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial

Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection.

- (b) (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City or its designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.
- (c) Any records obtained by a City during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) City representatives are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.
- (e) City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

8.14.120. ENFORCEMENT

- (a) Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this Chapter are issuance of an administrative citation and assessment of a fine. Fines will follow the schedule for infractions as defined in H.B.M.C. 1.04.030 subject to any minimum fine amounts set forth in the SB 1383 Regulations. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this Chapter, except as otherwise indicated in this Chapter.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- (c) Responsible Entity for Enforcement
 - (1) Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Official.

1 (d) Process for Enforcement

- 2 (1) City Enforcement Officials will monitor compliance with the Chapter randomly and
3 through Compliance Reviews, Route Reviews, investigation of complaints, and an
4 Inspection program Section 8.14.110 establishes City's right to conduct Inspections
5 and investigations.
6 (2) City may issue an official notification to notify regulated entities of its obligations
7 under this Chapter.
8 (3) City shall issue a Notice of Violation requiring compliance within 60 days of
9 issuance of the notice.
10 (4) Absent compliance by the respondent within the deadline set forth in the Notice of
11 Violation, City shall commence an action to impose penalties, via an administrative
12 citation and fine, pursuant to H.B.M.C. 1.04.030. All applicable appeals and
13 collection procedures shall apply. Moreover, during any appeal, the decision-maker
14 shall consider any applicable factors required by regulation of CalRecycle.

15 (e) Penalty Amounts for Types of Violations

16 The penalty levels are as follows:

- 17 (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
18 (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per
19 violation.
20 (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to
21 \$500 per violation.

22 (f) Compliance Deadline Extension Considerations

23 The City may extend the compliance deadlines set forth in a Notice of Violation issued in
24 accordance with Section 8.14.120 if it finds that there are extenuating circumstances beyond
25 the control of the respondent that make compliance within the deadlines impracticable,
26 including the following:

- 27 (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or
28 natural disasters;
29 (2) Delays in obtaining discretionary permits or other government agency approvals; or,
30 (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery
31 capacity and the City is under a corrective action plan with CalRecycle pursuant to
32 14 CCR Section 18996.2 due to those deficiencies.

33 (g) Education Period for Non-Compliance

34 Beginning immediately and through December 31, 2022, City will conduct Inspections,
35 Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of
36 regulated entity, to determine compliance, and if City determines that Organic Waste
37 Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food
38 Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall
39 provide educational materials to the entity describing its obligations under this Chapter and
40 a notice that compliance is required by January 1, 2022, and that violations may be subject
41 to administrative civil penalties starting on January 1, 2023.

42 (h) Civil Penalties for Non-Compliance

43 Beginning January 1, 2023, if the City determines that an Organic Waste Generator, Self-
44 Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery
45 Organization, Food Recovery Service, or other entity is not in compliance with this Chapter,

1 it shall document the noncompliance or violation, issue a Notice of Violation, and take
2 Enforcement Action pursuant to Section 8.14.120, as needed.

3 (i) **Applicability of Chapter**

4 This Chapter shall be interpreted consistent with the City's regulatory authority and shall
5 only apply to local education agencies and other state or federal entities to the extent
6 permitted by law, including SB 1383."

7 **SECTION 8. Environmental Review.** The City Council finds this ordinance is exempt from
8 the California Environmental Quality Act ("CEQA") as provided in Section 15061(b)(3) of the
9 CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3). The ordinance is enacted
10 pursuant to the City' police powers to mitigate activities that threaten the public health safety and
11 welfare of City residents. Therefore, it can be seen with certainty that adopting this ordinance would
12 not have a significant adverse effect on the environment under CEQA Guideline 15061(b)(3).

13 **SECTION 9. Effective Date.** Pursuant to California Government Code section 36937, this
14 ordinance shall take effect thirty (30) days after its final passage

15 **SECTION 10. Certification.** The City Clerk is directed to certify the passage and adoption of
16 this ordinance; cause it to be entered into the City of Hermosa Beach's book of original ordinances;
17 make a note of the passage and adoption in the records of this meeting; and cause it to be published
18 or posted in accordance with California law.

19 **PASSED, APPROVED and ADOPTED** this 8th day of June, 2019 by the following vote:

20 AYES:

21 NOES:

22 ABSENT:

23 ABSTAIN:

24 _____
25 **PRESIDENT** of the City Council and **MAYOR** of the City of Hermosa Beach, California

26 **ATTEST:**

27 **APPROVED AS TO FORM:**

28 _____
Eduardo Sarmiento,
City Clerk

Michael Jenkins,
City Attorney



Staff Report

Staff Report

REPORT 21-0385

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021

**APPROVAL OF SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF HERMOSA BEACH AND THE
HERMOSA BEACH CHAMBER OF COMMERCE TO
PROVIDE FIESTAS HERMOSA
(Deputy City Manager Angela Crespi)**

Recommended Action:

Staff recommends City Council:

1. Approve the proposed second amendment to an agreement with the Hermosa Beach Chamber of Commerce to provide Fiesta Hermosa events to amend the agreement to allow for event activities on Friday evening of Labor Day 2021, on a trial basis, with future Friday evening activities at the sole discretion of the City; and
2. Authorize the Mayor to execute and the City Clerk to attest the attached second amendment subject to approval by the City Attorney (**Attachment 3**).

Background:

Fiesta de las Artes began in 1968 as a one-day Labor Day event on what is now Pier Plaza. This event has evolved over the last 50 years to a bi-annual event held on Saturday, Sunday, and Monday of each Memorial Day and Labor Day weekend. Since 1972, the City has executed successive agreements with the Chamber of Commerce (Chamber) to produce Fiesta Hermosa.

At its regular meeting on February 12, 2019, City Council approved a three-year agreement with the Chamber of Commerce to provide Fiesta Hermosa events through 2021 (**Attachment 1**). As a result of the COVID-19 pandemic, the Fiestas of Memorial Day 2020, Labor Day 2020, and Memorial Day 2021 were cancelled. At its regular meeting on May 13, 2021, City Council approved the first amendment extending the agreement by one year to the end of 2022 (**Attachment 2**).

As the Chamber of Commerce prepares for the Fiesta Hermosa event of Labor Day 2021, it has requested the proposed second amendment to allow for event activities to take place Friday evening on a trial basis (**Attachment 3**).

Staff Report

REPORT 21-0385

Past Council Actions

Meeting Date	Description
February 12, 2019 (Regular Meeting)	Approval of Three-Year Agreement Between the City of Hermosa Beach and the Hermosa Beach Chamber of Commerce for Fiesta Hermosa Events
May 13, 2021 (Regular Meeting)	Approval of First Amendment to Agreement to extend the term by one year to 2022

Discussion:

The Hermosa Beach Chamber of Commerce is preparing to offer the first Fiesta Hermosa event since cancellation of the Fiestas of Memorial Day 2020, Labor Day 2020, and Memorial Day 2021. Per the terms of the agreement, the Chamber of Commerce President has met with City staff to discuss the proposed event and modifications including: virtual elements; a revised layout to reduce impact on operating businesses; local business promotion; increased focus on arts and entertainment; and modifications to observe health and safety protocols.

The Chamber of Commerce has also requested the ability to hold event activities on Friday evening, on a trial basis, for the upcoming Labor Day 2021 event. The proposed Friday activities would be limited to evening hours only and would maintain a local focus. The evening would include feature include a welcome back presentation by local leaders; feature local food and beverage establishments only; limit advertisement to the Hermosa Beach community; and maintain a family friendly atmosphere.

The current agreement terms limit event activities to Saturday, Sunday, and Monday of Memorial Day and Labor Day weekends. The proposed amendment would allow Friday evening activities on a trial basis for the Labor Day 2021 event. If approved, the City shall have sole discretion to deny subsequent requests for Friday event activities after the Labor Day 2021 initial trial. All other terms and conditions would remain as stated in the original agreement. Included as **Attachment 3** is the proposed second amendment to the agreement with the Chamber to provide Fiesta Hermosa events.

City staff and the Chamber of Commerce continue to be mindful of community interest in exploring ways to ensure a local art and business focus in future Fiesta Hermosa events. The proposed amendment would allow for a locally focused night of activities and determine local interest for future events. At its regular meeting on December 17, 2019, City Council retired the Fiesta Hermosa Subcommittee. If so desired, Council could re-engage this Subcommittee in anticipation of contract expiration in 2022.

General Plan Consistency:

This report and associated recommendation have been evaluated for their consistency with the City's General Plan. Relevant Policies are listed below:

Staff Report

REPORT 21-0385

Governance Element

Goal 1. A high degree of transparency and integrity in the decision-making process.

Policies:

- **1.6 Long-term considerations.** Prioritize decisions that provide long-term community benefit and discourage decisions that provide short-term community benefit but reduce long-term opportunities.

Parks and Open Space Element

Goal 3. Community parks and facilities encourage social activity and interaction.

Policies:

- **3.1 Community-friendly events.** Encourage, permit, and support community group, nonprofit, or business organized events on City property that support physical activity, beach culture, and family-friendly social interactions.
- **3.2 Social and cultural events.** Design and program parks and open space to accommodate unique social and cultural events to foster connectedness and interaction.

Fiscal Impact:

Event fees for 2021 and 2022 would include direct costs associated with the necessary use of staff and other City resources based on details of each proposed event and a flat fee per vendor in lieu of individual vendors obtaining business licenses. Event revenue for 2021 and 2022 would be based on the terms included in the original agreement, but may be lower than previous years if the event scale is reduced. The City will reimburse the Chamber for costs associated with the shuttle bus program at a not-to-exceed amount of \$35,000 from Proposition A funds.

Attachments:

1. Agreement with the Hermosa Beach Chamber of Commerce
2. First Amendment to Agreement
3. Second Amendment to Agreement

Respectfully Submitted by: Angela Crespi, Deputy City Manager

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, City Manager

**AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH
AND THE HERMOSA BEACH CHAMBER OF COMMERCE
TO PROVIDE FIESTAS HERMOSA**

THIS AGREEMENT is made this 7 day of March, 2019, by and between the City of Hermosa Beach (hereinafter called "CITY"), and the Hermosa Beach Chamber of Commerce (hereinafter called "CHAMBER").

RECITALS

A. CHAMBER desires to organize, coordinate, produce and oversee a twice annual Fiesta Hermosa ("Fiestas") in the City on City-owned property and rights-of-way for the term of this Agreement.

B. CHAMBER represents that it is qualified and able to do so in a manner that benefits CITY and its resident and business community.

C. CHAMBER desires a commitment from CITY to fix the Fiesta event schedule for the next three years, subject to the availability of the City property used for the event.

NOW, THEREFORE, the parties agree as follows:

Section 1. CHAMBER's Duties:

a. Fiestas. CHAMBER shall organize, coordinate, produce and oversee the Fiestas, open to the public, during the Saturday, Sunday and Monday of each Memorial Day and Labor Day Weekend in 2019, 2020, and 2021. The Fiestas shall be held in a location as mutually agreed upon between the CITY and CHAMBER.

b. Event Permits and Agreements. CHAMBER shall obtain permits from CITY for each Fiesta and shall enter into and comply with all agreements for such permits as required by CITY, including but not limited to the provision of adequate insurance and indemnification of CITY, its officers, agents, volunteers, employees, and attorneys.

c. Fee to CITY. CHAMBER shall pay CITY an event fee within 30 days after each Fiesta during the first year of this Agreement of \$45 per vendor participating in the Fiesta. At the commencement of the second year of this Agreement, the per vendor fee shall be adjusted on an annual basis using the percentage increase in the cost of living (CPI), not to exceed three percent (3%) as calculated by the United States Bureau of Statistics for the Los Angeles – Riverside – Orange County Standard Metropolitan Statistical Area for All Urban Consumers. CHAMBER shall collect the fee from each vendor but shall not be required to collect the fee from any vendor who provides CHAMBER written proof of its non-profit status or which holds a valid City business license. In addition, CHAMBER shall pay CITY all direct and indirect costs associated with each Fiesta in accordance with the event permit and event agreement as

may be required by CITY. Such costs shall include but not be limited to sidewalk and street cleaning, parking meter fees, and provision of police and public works services.

d. Booth Fees.

- (i) CHAMBER shall offer booth space free of charge to community nonprofit organizations not selected for Beer Garden Charity Volunteer Service. This free booth space shall be provided on a first-come-first-serve basis not to exceed 10 spaces. Additional approvals may be considered based on availability.
- (ii) CHAMBER shall offer a discount of 25% for booth space to businesses with a Hermosa Beach location that hold a valid business license and are currently Chamber members. Hermosa businesses that are not Chamber members will be offered the option to join the Chamber at the time of application to receive the discount for both Fiestas within the year of their membership.

e. Free Expression Zone. The Free Expression Zone shall be located in a prominent area in the path of pedestrian traffic or towards the center of the venue, determined by prior mutual agreement between the City Manager and CHAMBER. Space in the zone shall be provided at no charge to participants.

f. Limitation on Use of Fiesta Revenue. Revenue derived by the CHAMBER from the Fiestas shall not be used for political campaigning or sectarian religious purposes or activities.

g. Promotion of Responsible Alcohol Consumption. CHAMBER shall encourage and promote responsible consumption of alcohol, appropriate taxi and ride share options for event patrons, and City designated taxi and ride share pick-up and drop-off locations in event signage, marketing, and throughout the Fiesta Beer Garden area. CHAMBER shall exercise best efforts to facilitate responsible beverage service education and training for Beer Garden volunteers, which is available at no cost through the Beach Cities Health District and/or California Department of Alcohol Beverage Control.

h. Memorial Day Acknowledgement. CHAMBER shall acknowledge Memorial Day at the Memorial Day weekend Fiesta in a suitable manner acceptable to the City Manager.

i. Annual Review. Within 90 days after the Labor Day Fiesta, CHAMBER shall provide an annual overview to the City Council in the form of an agendaized presentation highlighting the Chamber's programs and activities for the year. On an annual basis as mutually agreed upon between CHAMBER and CITY, CHAMBER shall provide the City Manager or her/his designee with a complete Annual Report on Fiesta event operations, including appropriate financial accounting and profit and loss statements. This report shall contain all records of both Fiestas, including proposed and implemented changes or enhancements to the events.

j. Funding Specified Events. CHAMBER agrees for the duration of this Agreement to fund and produce the following events in a manner consistent with high standards:

St. Patrick's Day Parade
Holiday Celebration/Tree Lighting Event
New Year's Eve Celebration

k. Environmental Sustainable Measures. CHAMBER shall continue to implement the environmental sustainability measures that it has incorporated into the Fiestas, including but not limited to:

(i) Trash Recycling Program

Recyclable items shall be separated from refuse/trash. CHAMBER shall coordinate with CITY's franchisee refuse hauler to add more recycling containers in more convenient locations to ensure capacity and reduce litter.

(ii) Electric and Bio-diesel Generators

Generators on the venue shall be electric or operated with a 50% blend of bio-diesel fuel, or equivalent or lower emissions sources.

(iii) Clean Buses/Shuttles

CHAMBER shall provide a free shuttle service from remote parking to/from the event. Designated shuttle routes shall seek to mitigate impacts to residents and shall be mutually agreed upon between the CITY and CHAMBER. All buses and shuttles shall be electric, hybrid or use CNG, or equivalent or cleaner emission fuels, and fully comply with all regulations, including Proposition A Local Return Guidelines for recreational transit service as set forth in Exhibit B of this Agreement.

(iv) Free Bicycle Parking Lot

CHAMBER will provide a valet bicycle parking lot for a minimum of 3,000 bicycles at no charge to cyclists. CHAMBER will provide bicycle education and bike check services at the valet lot. Bicycle parking lot is contingent upon CITY providing a location. CHAMBER and CITY shall work collaboratively to ensure this event component reflects the needs of visitors while remaining economically viable to the CHAMBER.

(v) Food Service Containers

CHAMBER has read, understands and accepts responsibility for ensuring implementation of the City's food packaging prohibitions in Section 8.64.030 of the Municipal Code, which reads as follows:

8.64.030(C). No Person shall use or distribute Polystyrene Food Service Ware at City-sponsored events, City-managed concessions and City meetings open to the public. This subsection shall apply to the function organizers, agents of the organizers, City Contractors, Food Providers and any other Person that enters into an agreement with one or more of the function sponsors to sell or distribute Prepared Food or otherwise provide a service related to the function.

Biodegradable food service containers shall be used by vendors in the food court and beer garden.

(vi) Plastic Bags

Vendors shall be prohibited from using plastic bags to deliver, provide or hand merchandise to customers.

(vii) CHAMBER shall additionally implement all sustainability measures in City's Green Matrix through its conduct of the Fiestas, and shall ensure vendor compliance.

(viii) CHAMBER shall: (1) Incorporate sustainability requirements into vendor agreements, and advertise green measures and rules in event advertising and online; (2) limit single-use paper, plastics, packaging, and décor items; use appropriately sized plates, containers and cups; and limit use of handouts, flyers and give-aways; (3) provide free drinking water in large dispensers at a minimum of two prominent locations (people can refill their own bottles, or provide paper cups), and avoid sale or give-away of single-use plastic bottled drinking water; (4) enact a no-idling requirement for vehicles; (5) provide onsite personnel to ensure that litter and trash are minimized, and recycling is maximized; and (6) provide a list of the functions for which vehicles are used in connection with the event, and a plan increasing the use of hybrid, electric or CNG vehicles over the term of the agreement.

(ix) CHAMBER agrees to implement sustainability/green measures that may be required of other large events in the City prior to the term of the Agreement, notwithstanding non-inclusion in this agreement.

(x) CHAMBER shall participate in pre-event and post-event reviews of compliance with sustainability measures.

1. Sales Tax Forms. CHAMBER shall provide sales tax distribution forms to all Fiesta contractors and vendors.

m. City Booth Space. CHAMBER shall assign two booths to the CITY at no cost, as needed, in a prominent location within the event footprint as determined by the CHAMBER. The CITY or its assignee may utilize these booths to distribute public information and/or promote community programs and services to attendees.

n. Private Security Standards. CHAMBER shall work in concert with the Hermosa Beach Police Department to determine private security standards that are appropriate for Fiesta and community event operations. CHAMBER shall seek to employ CITY's preferred private security firm provided its costs are competitive. The private security standards will be in addition to the minimum police services, which will be determined by the Hermosa Beach Police Department, as noted in Section 1(c) of this Agreement.

o. Logistical Meetings. CHAMBER is required to participate in logistical and planning meetings with relevant CITY departments as requested by the City.

p. Holiday Decoration Funding. CHAMBER agrees that all or a portion of funds donated to the CITY in FY2014-2015 shall be applied toward the purchase, installation and/or maintenance of citywide holiday decorations at the CITY's sole discretion.

q. Fiesta Net Profit Allocation. CHAMBER shall exercise best efforts toward a commitment of 70% of net profits invested into marketing and business recruitment, retention and development, with the remaining 30% applied to CHAMBER reserves by the commencement of the second year of this Agreement.

r. Ongoing Event Improvements. CHAMBER shall exercise best efforts to implement the measures set forth in Exhibit A (February 13, 2018 and October 23, 2018 staff reports and recommendations), attached hereto and incorporated by reference, for Fiesta events. Through the process outlined in Section 1(i) of this Agreement the CHAMBER and CITY shall work collaboratively to ensure event improvements are sustainable and reflective of the measures set forth in Exhibit A.

s. Community Feedback. CHAMBER shall provide and facilitate an annual process, in collaboration with the CITY, for receiving public feedback on Fiesta events including implemented, ongoing, and proposed changes or enhancements.

Section 2. CITY's Duties.

a. Event Permits. CITY shall provide event permits to CHAMBER for each Fiesta unless CITY determines in its sole discretion that it would not be in the public interest or that it would be adverse to the public health, safety, or welfare.

b. Waiver of Business License Fees and Taxes. For each Fiesta provided in accordance with this Agreement, the fees required by Section 1(c) of this Agreement shall be in lieu of that portion of CITY business license fees and CITY business license taxes attributable to the Fiesta and owed by CHAMBER pursuant to the Hermosa Beach Municipal Code. This Section shall not constitute a waiver of any other type of fees or taxes or of that portion of CITY business license fees or City business license taxes owed by CHAMBER attributable to activities other than the provision of the Fiestas. Nor shall it constitute a waiver of any fees or taxes owed by any person or entity other than CHAMBER, including but not limited to those owed by vendors participating in the Fiestas.

c. Cooperation with CHAMBER. CITY shall provide CHAMBER the results of CITY's annual review and may make suggestions for the improvement of the Fiestas. CITY shall not unreasonably withhold consent to CHAMBER's requests for flexibility in the location of the Fiestas in the event minor relocation is necessary due to construction activities nearby or an act of God.

d. Allocation of Proposition A Funds. CITY shall allocate Proposition A funds for reimbursement of CHAMBER costs associated with adequate implementation of the shuttle bus program as set forth in Section 1(k)(iii) of this Agreement, at a not-to-exceed amount of \$35,000 per year.

e. Event Fee Invoicing. CITY shall provide CHAMBER with initial estimates for direct and indirect CITY costs associated with Fiesta events 90 days in advance of each event. Such costs shall include but not be limited to sidewalk and street cleaning, parking meter fees, and provision of police and public works services. These amounts are intended as estimations, as final costs billed to the CHAMBER may change due to public safety staffing availability and various other factors.

Section 3. Assignment. This agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party.

Section 4. Independent Contractor. CHAMBER will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CHAMBER as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CHAMBER.

Section 5. Personnel. CHAMBER represents that it has, or shall secure at its own expense, all personnel required to perform CHAMBER's duties under this Agreement. CHAMBER may associate with or employ associates or subconsultants in the performance of its duties under this Agreement, but at all times shall be responsible for their performance.

Section 6. Termination. CITY may terminate this Agreement upon 30 days written notice to CHAMBER if CITY determines in its sole discretion that continuation of this Agreement would not be in the public interest, that it would be adverse to the public health, safety, or welfare, for failure of the CHAMBER to adequately incorporate measures outlined in Exhibit A, or that a substantial portion of CITY's property is unavailable due to construction activity. Prior to termination on the ground that a substantial portion of CITY's property is unavailable due to construction activity, CITY shall provide CHAMBER an opportunity to propose adjustments to the venue or an alternative location for the event. CHAMBER's proposed adjustments or alternative shall be provided within 30 days of written notice from CITY and is subject to approval of the City Council, in its sole discretion, in a public meeting. Upon termination of the Agreement, any events subsequent to the termination will no longer be the responsibility of the CHAMBER.

Section 7. Notice. Any notice required to be given shall be deemed duly and properly given upon delivery, if sent postage prepaid or if personally delivered as follows:

For CHAMBER: Hermosa Beach Chamber of Commerce
1007 Hermosa Avenue
Hermosa Beach, California 90254
(310) 376-0951
Attention: President/CEO

For CITY: City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, California 90254
(310) 318-0216
Attention: Suja Lowenthal, City Manager

Section 8. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CHAMBER, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties. The parties anticipate that, in addition to this Agreement, they will enter into an event agreement for each Fiesta setting forth precise terms and conditions applicable to that Fiesta.

EXECUTED the day and year first above stated.


HERMOSA BEACH CHAMBER OF COMMERCE

By: 
Maureen Hunt, President/CEO

CITY OF HERMOSA BEACH

By: 
Stacey Armato, Mayor

APPROVED AS TO FORM

By: 
Michael Jenkins, City Attorney

ATTEST

By: 
Elaine Doerfling, City Clerk



EXHIBIT A
City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

File #: REPORT 18-0108, Version: 1

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of February 13, 2018

**FIESTA HERMOSA COUNCIL SUBCOMMITTEE UPDATE
AND RECOMMENDATIONS; AND APPROVAL OF AGREEMENT
BETWEEN THE CITY OF HERMOSA BEACH AND THE
HERMOSA BEACH CHAMBER OF COMMERCE TO
PROVIDE 2018 FIESTA HERMOSA EVENTS**
(Assistant to the City Manager Nico De Anda-Scaia)

Recommended Action:

Staff recommends that the City Council:

1. Consider and accept the subcommittee's update and proposed recommendations to the Chamber of Commerce regarding future improvements to Fiesta Hermosa;
2. Approve the attached one-year contract through 2018 between the City of Hermosa Beach and the Chamber of Commerce to provide Fiesta Hermosa and community events; and
3. Approve the Council subcommittee's efforts to be continued as a standing committee, with the intent of partnering with the Chamber of Commerce and other stakeholders in assessing the progress of these improvements over the next two Fiestas.

Background:

Fiesta de las Artes began in 1968 as a one-day Labor Day event on what is now Pier Plaza. This event has expanded significantly over the last 50 years, evolving from what was once a quaint event with a focus on local crafts and music to a major tourist-attraction, taking up a major downtown footprint on two 3-day holiday weekends. Since 1972, the City has had successive agreements with the Chamber of Commerce to produce Fiesta Hermosa. The most recent City contract with the Chamber of Commerce for Fiesta Hermosa expired after Labor Day 2017.

Following growing impacts to local residents and businesses, and concerns among City Council members related to the benefits and future sustainability of this event, in July, 2017, the City Council established a subcommittee to work in a coordinated effort with staff and the Chamber of Commerce in assessing public input regarding the overall impacts/benefits of these events. The subcommittee would also work to identify areas for potential improvements to the Fiestas through various methods of public engagement - as no formal process for evaluation had been spearheaded at this level until now. The following sections provide a summary of these efforts, along with an analysis of public feedback received by the subcommittee during their work over the past several months.

Analysis:

Through feedback obtained from our local residents, business community, event merchants and participants, the City Council's Fiesta Subcommittee feels confident that Fiesta Hermosa plays an important role in our community, local culture and the city's history. With that in mind, there are clear and consistent improvements that the Subcommittee is recommending be made to ensure this legacy community event remains both a public benefit and sustainable endeavor for years to come.

The following recommendations reflect a synthesis of the feedback obtained over the course of multiple stakeholder meetings, a community town hall event, and a month-long online public comment campaign, as well as the Subcommittee's independent outreach to various stakeholder groups. The subcommittee has identified the following key issues and recommendations for Council's consideration and concurrence:

I. A CLEARER SENSE OF WHAT WE ARE CELEBRATING

Fiesta Hermosa began in the 1960's as 'Fiesta de las Artes', a one-day event held on what is now Pier Plaza, with a primary focus on local artisans, crafts and music. Over the past 50 years this event has doubled into two events and evolved into the self-proclaimed "largest arts & crafts fair in Southern California," an attraction relying upon a broad commercial base. An increased focus on monetizing Fiesta components in order to fund other Chamber needs has veered this community event from what was its original intent as a celebration of Hermosa Beach. A consistent question raised during our information gathering process: What is its purpose?

Recommendations:

1. The events should seek to tie in more closely, and be in sync with, the community and the holidays they occupy.
2. That the events be more thematic and celebratory of Memorial and Labor Days through enhanced programming elements, decorations and commemorations that are inclusive of community and City participation.

II. ENHANCE LOCAL CRAFTS AND CULTURE

In its current form, the event is a significant departure from its original intent of serving and spotlighting our diverse and unique local assets - such as our many talented artists, musicians, businesses and community organizations. The subcommittee feels strongly that more effort needs to be made to highlight those things that truly make Hermosa, Hermosa.

Recommendations:

1. Incorporate more local musicians and more diversity of music forms as a key component to Fiesta Hermosa. Suggested changes:
 - a. Inclusion of acoustic stage for local musicians at intersection of Manhattan and Pier Avenues;
 - b. Adjustment of acoustic sets at Manhattan/Pier Avenue to be for 90min periods with 30min changeover to accommodate more local acts; that the Chamber consider making this the standard for all musical act bookings.
2. Refocus the vendor mix with more emphasis on local arts & crafts and a gradual reduction of non-city commercial vendors.
3. Establish a designated fine arts area for “locals only” where participants can ‘wall display’ and sell their fine art.
4. Continued and increased opportunities for involvement of community non-profit organizations.
5. Creation of an event schedule/map for distribution to the public.

III. MORE ATTENTION TO ELEVATING THE EVENT EXPERIENCE FOR ATTENDEES, LOCAL BUSINESS OPERATORS AND EXHIBITORS

Hosting Fiesta Hermosa events on two major 3-day holiday weekends presents a significant impact to residents and downtown businesses. The subcommittee contends that additional measures be taken to mitigate the burdens on our residents, while also facilitating the enjoyment and patronage of our local businesses.

Recommendations:

1. Less impactful footprint/layout. The vendor tent layout should be arranged in a manner that allows adequate access to all businesses, regardless of Chamber membership (via pathways or wider booth spaces).
2. Improved way-finding signage throughout the event for public restrooms, vehicular and bicycle parking, and event elements.
3. Additional measures to ensure improved cleanliness throughout the Fiesta, particularly the Carnival and Food Court areas. This must be an immediate and major focus.
4. Increased collaboration with local transit agencies and the SBCCOG to ensure adequate shuttling services. Better marketing of current shuttle program.
5. Continued exploration of the viability of hosting one Fiesta event on a non-holiday weekend.

The Fiesta Council Subcommittee therefore recommends that the City Council approve a contract with the Chamber of Commerce and Visitors' Bureau for both 2018 Fiestas, with consideration and expectations for implementation of the improvements listed above - some of which have already been mutually agreed upon - to ensure these events are both a community benefit as well as a sustainable endeavor moving forward. The Subcommittee further recommends that the work of this committee be continued as a standing committee, with the intent of partnering with the Chamber of Commerce - as well as other stakeholders moving forward in assessing the progress of these

EXHIBIT A

File #: REPORT 18-0108, Version: 1

improvements over the next two Fiestas. This would include periodic reports to the City Council during public meetings.

Fiscal Implications:

The City currently collects a flat \$40 fee per vendor in lieu of individual vendors obtaining business licenses. This amount varies depending upon the number of vendors that participate in each Fiesta. In 2017 the City collected \$16,680 in total vendor-related fees (these fees are collected in addition to the reimbursement from the Chamber for direct costs). Direct costs include lost parking revenue, city staff inspection activity, police and fire staff time, event clean-up and other items. The total direct cost reimbursements to the City averaged about \$34,000 per event. Included in this amount is a City credit to the Chamber of \$3,000 per event for transportation services using Prop A funds.

Attachments:

1. Fiesta Town Hall Comment Summary & Online Campaign Public E-comments
2. Draft Fiesta Agreement

Respectfully Submitted by: Nico De Anda-Scaia, Assistant to the City Manager

Financial Analysis: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Sergio Gonzalez, City Manager



EXHIBIT A
City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

REPORT 18-0664

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of October 23, 2018

FIESTA HERMOSA COUNCIL SUBCOMMITTEE UPDATE
(Assistant to the City Manager Nico De Anda-Scaia)

Recommended Action:

Staff recommends that the City Council:

1. Reaffirm the Subcommittee's recommendations for improvements to future Fiesta Hermosa events;
2. Discuss and provide direction regarding parameters for negotiation of a new Fiesta Hermosa agreement; and
3. Authorize and direct the City Manager to engage the Hermosa Beach Chamber of Commerce and Visitors' Bureau in negotiating a new Fiesta Hermosa agreement, and to return to the full Council with an update on those efforts.

Background:

In July 2017, the City Council established an ad-hoc Subcommittee (comprised of Mayor Duclos and Mayor Pro-tem Armato) to work in a coordinated effort with staff and the Chamber of Commerce in assessing public input regarding the overall impacts/benefits of Fiesta Hermosa events. Over the coming year, the Subcommittee and Chamber identified various areas for potential future improvements to the Fiestas through a comprehensive community and stakeholder engagement process.

These recommended future improvements were presented to the City Council for endorsement in February 2018 and are included as **Attachment 1** to this report. At that meeting, the City Council also approved a one-year contract extension with the Chamber to produce events through 2018, with direction to continue the efforts of the Council Subcommittee in assessing the progress of these improvements over the 2018 Fiestas. The City's 2018 Fiesta Hermosa agreement is included as **Attachment 2** to this report.

Following the Memorial Day 2018 Fiesta, the Council Subcommittee and Chamber of Commerce provided an update to the full City Council, including planned next steps for incorporating additional improvements to the Labor Day 2018 Fiesta. In order to facilitate these various changes, the City

Staff Report

REPORT 18-0664

Council approved reconfiguring the footprint of Fiesta Hermosa along Pier Avenue to Monterrey Boulevard for the 2018 Labor Day weekend. Since this time, the Council Subcommittee has continued to meet with staff on a regular basis. As part of this agenda item, staff is recommending that the City Council consider the efforts of the Subcommittee and Chamber of Commerce over the past year related to Fiesta Hermosa events, and provide direction regarding the City's existing agreement that expires at the end of the 2018 calendar year.

Analysis:

With input from local residents, businesses, Fiesta Hermosa merchants and the non-profit community (**Attachment 3**), the City Council unanimously endorsed a set of recommendations for improvements to Fiesta Hermosa events earlier this year. These recommendations are listed in detail as part of Attachment 1, and are generally categorized under the following key areas:

- A clearer sense of what we are celebrating, including closer tie-in with the community and holidays these events occupy;
- Enhanced local crafts and culture highlighting our diverse and unique local assets; and
- Elevating the event experience for attendees, local businesses operators and exhibitors.

Toward this end, in 2018 the Chamber of Commerce implemented the following new program elements (these are further described in **Attachment 4**):

- Reconfiguration of vendors along Hermosa Avenue to provide better pedestrian access while mitigating impacts to brick and mortar businesses.
- Expansion of the Fiesta art zone to include additional local artists and live presentations.
- Additions to the acoustic stage section along Pier Avenue, including a stage and public seating on Pier Avenue.
- Improved event signage and a digital campaign aimed at promoting shopping local.
- Expanded community booth area.
- More food/beverage options throughout the event footprint.

In addition to these changes, and in-line with the recommended improvements that were endorsed by the full City Council in February 2018, the Subcommittee is requesting that City Council consider the following conditions as potential elements of future contracts:

- Reduced event footprint with a cap on the number of total booths overall.
- Refocused vendor mix with more emphasis on local arts & crafts and a reduction of non-city commercial vendors.
- Chamber to provide transparent financial records related to Fiesta Hermosa events.
- Integration of cashless-payment methods for Fiesta carnival and beer garden transactions.

City staff are therefore requesting Council consideration and direction regarding these elements,

Staff Report

REPORT 18-0664

including expectations and appropriate parameters for negotiation of future Fiesta Hermosa agreements with the Chamber.

The current agreement is slated to expire at the end of the 2018 calendar year. As a condition of the agreement, the Chamber of Commerce has agreed to fund and coordinate specified annual community events including the St. Patrick's Day Parade, New Year's Eve Celebration, State of the City Address, Holiday Decorations and Tree Lighting Event. For over a year, the Chamber of Commerce has expressed their concern over growing costs associated with putting on these annual events. A letter from the Chamber dated May 15, 2017 is included with this report as **Attachment 5**. In response, the City has contributed toward recent holiday-related expenses, including \$15,000 toward a new Christmas tree and approximately \$12,000 for 2018 holiday decorations and installation.

General Plan Consistency:

This report and associated recommendations have been evaluated for their consistency with the City's General Plan. Relevant policies are listed below:

Governance Element:

- 1.6 Long-term Considerations.* Prioritize decisions that provide long-term community benefit and discourage decisions that provide short-term community benefit but reduce long-term opportunities.
- 2.6 Responsive to Community Needs.* Continue to be responsive to community inquiries, providing public information and recording feedback from community interactions.
- 5.1 Residential and Commercial Compatibility.* Provide a balance between residential and commercial uses and strive to ensure their compatibility.
- 5.7 Visitor and Resident Balance.* Recognize the desire and need to balance visitor-serving and local -serving uses as a key to preserving character and the economic vitality of the community.
- 5.8 Public Private Partnerships.* Pursue the use of public-private partnerships to implement projects and efforts that maintain the character and benefit the community.
- 6.4 Business Support.* Support the Chamber of Commerce, retailers, tourist service businesses, artists, and other agencies to develop an aggressive marketing strategy with implementation procedures.

Fiscal Impact:

There is no direct fiscal impact associated with this Council action. Future financial implications may be realized upon negotiations of a new Fiesta Hermosa agreement with the Chamber of Commerce.

Attachments:

1. Fiesta Subcommittee Council Report (February 2018)
2. 2018 Fiesta Hermosa Agreement
3. Fiesta Town Hall Public Comment Summary & Online Campaign E-comments

Staff Report

REPORT 18-0664

4. Chamber of Commerce 'Mid-year Fiesta Update' Presentation (July 2018)
5. Chamber of Commerce Request for Holiday Season Cost-Sharing (May 2017)

Respectfully Submitted by: Nico De Anda-Scaia, Assistant to the City Manager

Concur: Kelly Orta, Community Resources Manager

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, Interim City Manager

EXHIBIT B

1.3 RECREATIONAL TRANSIT SERVICE (Project Code 140)

Jurisdictions shall submit a listing of Recreational Transit Services no later than October 15 after the fiscal year. Recreational Transit Service projects must meet the following conditions:

- Travel within the area of Los Angeles, Orange and Ventura Counties, and portions of Kern, Riverside and San Bernardino Counties (see map Appendix VII, page 48) are eligible expenditures. Trip segments to areas shown on the proportionately eligible areas of the map must be funded through other sources. Trips to locations not within either the eligible or proportionately eligible area are not eligible.
- Trips may be limited to certain general age groups (e.g., children under 18, senior citizens, persons with disabilities), however, trips must be made available to all individuals within that designated group.
- Special events or destinations (e.g., city parks, concerts, and special events) may be served, however, all members of the general public including individuals with disabilities must be allowed to use, the service.
- LR funds may not be used to pay the salaries of recreation leaders or escorts involved in recreational transit projects.
- All recreational transit trips must be advertised to the public, such as through newspapers, flyers, posters, and/or websites.

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH AND THE HERMOSA
BEACH CHAMBER OF COMMERCE TO PROVIDE FIESTAS HERMOSA**

THIS SECOND AMENDMENT TO AGREEMENT TO PROVIDE FIESTAS HERMOSA ("Second Amendment") is made and entered into this 22nd day of June 2021, by and between the City of Hermosa Beach, a municipal corporation ("City") and Hermosa Beach Chamber of Commerce ("CHAMBER").

RECITALS

- A. City entered into an agreement with Chamber to provide Fiesta Hermosa ("Agreement") for a term of three years during the Saturday, Sunday and Monday of each Memorial Day and Labor Day Weekend in 2019, 2020, and 2021.
- B. On May 13, 2021, the City Council and Chamber executed a first amendment to the Agreement to extend the agreement for an additional year to provide for two Fiestas in 2022.
- C. The City and Chamber now desire to amend the Agreement to allow event activities with a local focus and limited local advertisement on the Friday evening of Labor Day weekend 2021 on a trial basis with future activities on Friday to be at the sole discretion of the City.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Section 1.a is amended to read as follows:

a. Fiestas. CHAMBER shall organize, coordinate, produce and oversee the Fiestas, open to the public, during the Saturday, Sunday and Monday of the Memorial Day and Labor Day Weekends in 2019; Friday, Saturday, Sunday and Monday of the Labor Day Weekend only in 2021; and Saturday, Sunday and Monday, with the possibility of Friday evening at the sole discretion of the City, of the Memorial Day and Labor Day Weekends in 2022. The Fiestas shall be held in a location as mutually agreed upon between the CITY and CHAMBER.

The addition of Friday activities is approved on a trial basis for Labor Day 2021 and is limited to evening hours only. Friday activities shall maintain a local focus by featuring local food and beverage establishments, limiting advertisement to the Hermosa only, and maintaining a family friendly atmosphere. Notwithstanding the agreement, the City shall have sole discretion to deny subsequent requests for Friday event activities after the initial trial for Labor Day 2021.

Except as modified above, the Agreement and each and every term and provision thereof remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date and year first above written.

HERMOSA BEACH CHAMBER OF COMMERCE

_____, President

CITY OF HERMOSA BEACH

By _____
CITY MANAGER, Suja Lowenthal

ATTEST:

CITY CLERK, Eduardo Sarmiento



Staff Report

Staff Report

REPORT 21-0387

Honorable Mayor and Members of the Hermosa Beach City Council
Meeting of June 22, 2021

Regular

**APPROVAL OF ROAD REPAIR AND ACCOUNTABILITY
ACT OF 2017 (SENATE BILL 1) PROJECT LIST FOR THE
CITY OF HERMOSA BEACH FOR FISCAL YEAR 2021-22**
(Interim Public Works Director Angela Crespi)

Recommended Action:

Staff recommends City Council:

1. Approve a resolution adopting a list of projects for FY 2021-2022 funded by (SB 1) Road Repair and Accountability Act of 2017; and
2. Direct staff to submit the project list and supporting documentation to the California Transportation Commission by July 1, 2021.

Executive Summary:

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, provides funding for the maintenance and repair of local streets and roads through a Road Maintenance and Rehabilitation Account (RMRA). To be eligible for FY 2021-2022 funding, the City must submit a project list to the California Transportation Commission (CTC) by July 1, 2021, along with a resolution documenting the approval of the City's project list.

Background:

On April 28, 2017, the Governor of California signed Senate Bill (SB 1) (Beall, Chapter 5, Statutes of 2017), known as the Road Repair and Accountability Act of 2017, to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road system. SB 1 increases per gallon fuel excise taxes, increases diesel fuel sales taxes and vehicle registration fees, and provides for inflationary adjustments to tax rates in future years.

A percentage of this funding is apportioned by formula to eligible cities and counties for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. The projected revenue for the City of Hermosa Beach in Fiscal Year 2021-22 is estimated at \$387,903.

SB 1 revenue is not intended to replace existing local discretionary funding, such as General Fund or Capital Improvement Funds, for road repair and maintenance projects. Therefore, it requires cities and counties to maintain their existing commitment of local funds for street, road, and highway purposes in order to remain eligible for Road Maintenance and Rehabilitation Account (RMRA)

Staff Report

REPORT 21-0387

funding apportionment as defined by a Maintenance of Effort (MOE) estimate. The MOE estimate establishes the minimum amount of funding that the City of Hermosa Beach must continue to allocate on an annual basis toward street and highway projects from local discretionary funds.

The State Controller's Office (SCO) completed its review of the City's certified General Fund discretionary expenditures for street purposes for the period of July 1, 2009 through June 30, 2012. Based on the review, the SCO set the City's MOE at \$833,246.

The City is required to submit a list of projects (**Attachment 2**) to the California Transportation Commission each fiscal year. The FY 2021-22 list is due to the Commission by July 1, 2021. The City is also required to develop and submit a project expenditure report to the Commission by October 1, 2021 for the FY 2020-21 expenditures and comply with all requirements including reporting requirements for RMRA funding.

RMRA funding may be used for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. Streets and Highways Code (SHC) Section 2030 provides a number of example projects and uses for RMRA funding that include, but are not limited to, the following:

- Road Maintenance and Rehabilitation
- Safety Projects
- Railroad Grade Separations
- Traffic Control Devices
- Complete Streets Components-including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project

Additionally, RMRA projects may incorporate, where feasible, the following project elements:

- Technologies and material recycling techniques that lower greenhouse gas emissions and reduce the cost of maintaining local streets and roads through material choice and construction method;
- Systems and components in transportation infrastructure that recognize and accommodate technologies including but not limited to Zero Emissions Vehicle (ZEV) fueling or charging and infrastructure-vehicles communications for transitional or fully autonomous vehicles;
- Project features that increase resilience to the impacts of climate change, fires, floods, and sea level rise; and
- Complete Streets elements that improve the quality of bicycle and pedestrian facilities and that

Staff Report

REPORT 21-0387

improve safety for all users of transportation facilities.

A city or county may spend its apportionment of RMRA funds on transportation priorities other than those outlined in SHC Section 2030 if the city or county's average Pavement Condition Index (PCI) meets or exceeds 80. Hermosa Beach currently has an average Pavement Condition Index below 80. Therefore, the City needs to spend the available funding on the types of projects identified above.

RMRA funds may also be used to satisfy a match requirement in order to obtain state or federal funds for eligible projects.

Analysis:

Based on the expected revenues available for FY 2021-22, staff has identified one new project that meets the Street and Highway Code guidance for projects for this year's list. This list also includes two current projects that continue to receive RMRA funding. The recommended projects are described below and in **Attachment 2**.

CIP 192 Annual Striping Improvements (new)

Estimated Total Project Cost: \$100,000

This project consists of removal of existing striping and restriping improvements in public Parking Lots A, C, R, City Hall, Community Center, and various streets. Restriping improvements will include, traffic striping, parking tees, crosswalks and restriping public parking lots to accommodate current ADA parking requirements.

CIP 190 Annual Street Improvements (current)

Estimated Total Project Cost: \$200,000

This project provides for pavement rehabilitation of streets at various locations. The project would also repair/replace deteriorated portions of sidewalk, curb & gutter, and curb ramps.

CIP 186 Street Improvements - Various Locations (current)

Estimated Total Project Cost: \$1,608,271

This project consists of pavement rehabilitation of streets at various locations. The project also includes the repair or replacement of deteriorated portions of sidewalk, curb & gutter, and curb ramps.

General Plan Consistency:

This report and associated recommendation have been evaluated for their consistency with the City's

Staff Report

REPORT 21-0387

General Plan. Relevant Policies are listed below:

Infrastructure Element

Goal 1. Infrastructure systems are functional, safe, and well maintained.

Policies

- 1.2 Priority investments. Use City Council established priorities and the Capital Improvement Program (CIP) to identify and allocate funding for projects identified in the infrastructure plan.

Goal 2. Roadway infrastructure maintenance supports convenient, attractive, and complete streets and associated amenities.

Policies

- 2.1 Preventive street maintenance. Maintain streets, sidewalks and other public rights-of-way to provide a reliable network for circulation through a proactive preventive maintenance program.
- 2.2 Pavement rating system. Prioritize roadway re-pavement projects by regularly evaluating pavement ratings and identifying roadway segments with the greatest deficiencies.
- 2.3 Street and sidewalk standards. Require the use of standardized roadway, sidewalk, parkway, curb and gutter designs to ensure continuity and consistency as property redevelops over time.

Fiscal Impacts:

The projected SB 1 revenue for the City in Fiscal Year 2021-22 is estimated at \$387,903, which would be expended on the projects listed on the Fiscal Year 2021-22 RMRA Project List (**Attachment 2**).

Attachments:

1. Resolution Adopting a List of Projects For FY 2021-22 Funded by SB1
2. Hermosa Beach Fiscal Year 2021-22 RMRA Project List
3. List of Project Street Locations

Respectfully Submitted by: Romany Basilyous, Associate Engineer

Concur: Lucho Rodriguez, Deputy City Engineer

Concur: Angela Crespi, Interim Public Works Director

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, City Manager

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WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

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1 projects that also meet the communities priorities for transportation investment. The projects placed
2 on the SB1 list for FY 21/22 involves the rehabilitation of a street with a Pavement Condition Index
3 (PCI) ranging from 63 to 83; and

4 **WHEREAS**, the funding from SB1 will help the City of Hermosa Beach maintain and
5 rehabilitate 5 public parking lots and various streets throughout the City of Hermosa Beach this year
6 and similar projects in the future; and

7 **WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment
8 found that the City of Hermosa Beach's streets and roads are in an At Risk condition and this revenue
9 will help us increase the overall quality of our road system and over the next decade will bring our
10 streets and roads into Good condition; and

11 **WHEREAS**, the SB 1 project list and overall investment in our local streets and roads
12 infrastructure with a focus on basic maintenance and safety, investing in complete streets
13 infrastructure, and using cutting-edge technology, materials and practices, will have significant
14 positive co-benefits statewide. without revenue from SB1, the City of Hermosa Beach, would have
15 to otherwise delay projects throughout the community.

16
17 **NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED, AND FOUND** by the City
18 Council of the City of Hermosa Beach, state of California, as follows:

- 19 1. The foregoing recitals are true and correct.
- 20 2. The following previously proposed and adopted projects (Attachment 2) will be funded in-
21 part or solely with Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account
22 revenues. (Attachment 2)

23
24 **PASSED AND ADOPTED** by the City Council of the City of Hermosa Beach, State of
25 California this _____ day of _____, 2021, by the following vote:

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27 VOTE: AYES:

28 NOES:

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ABSTAIN:

ABSENT:

PASSED, APPROVED and ADOPTED this day of , 2021.

PRESIDENT of the City Council and **MAYOR** of the City of Hermosa Beach, California

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Senate Bill (SB) 1 Proposed Project List Form

Local Streets and Roads Program

Agency Name:		Agency Contact:
Hermosa Beach		Romany Basilyous
		(310) 318-0263
LoCode:	5155	rbasilyous@hermosabeach.gov

FY

21/22

Summary of Proposed Project List

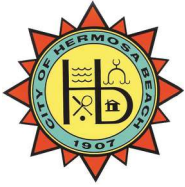
Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (# of yrs)	
				Pre-Construction	Construction	Min.	Max.
PP03	CIP 186 Street Improvements – Various Locations	This project proposes pavement rehabilitation of streets at various locations. The project will also address limited quantities of deteriorated concrete sidewalk, curb and gutter, curb ramps and drainage deficiencies.	Harper Ave. from Artesia Blvd to Carnegie Ln. Harper Ave. from Carnegie Ln. to Palm St. Harper Ave. from Aviation Blvd to 11th St. 19th St from Harper Ave. to Prospect Ave. 20th St from Harper Ave. to Prospect Ave. 20th Pl from Harper Ave. to Prospect Ave. 21st St from Harper Ave. to Prospect Ave. 24th St from Harper Ave. to Prospect Ave. Springfield Ave from Start of Asphalt area to Cul-de-sac 24th St from Valley Dr. to S. Park Ave. Montgomery Dr. from Aubrey Park Ct. to Ocean Dr. Aubrey Park Ct. from Aviation Blvd to Cul-de-sac Aubrey Ct. from Aubrey Park Ct. to Cul-de-sac Ocean Dr. from Aviation Blvd to 14th St. 11th Place from PCH to Cul-de-sac Palm Dr. from 1st St. to 2nd St. Gould Terrace from Gould Ave to Cul-de-sac Ardmore from 8th St. to 10th St. Ardmore from 10th St. to Pier Avenue	Jul-21	Dec-21	10	20
PP04	CIP 190 Annual Street Improvement Locations	This project proposes pavement rehabilitation of streets at various locations. The project will also address limited quantities of deteriorated concrete sidewalk, curb and gutter, curb ramps and drainage deficiencies.	Harper Ave. from Artesia Blvd to Carnegie Ln. Harper Ave. from Carnegie Ln. to Palm St. Harper Ave. from Aviation Blvd to 11th St. 19th St from Harper Ave. to Prospect Ave. 20th St from Harper Ave. to Prospect Ave. 20th Pl from Harper Ave. to Prospect Ave. 21st St from Harper Ave. to Prospect Ave. 24th St from Harper Ave. to Prospect Ave. Springfield Ave from Start of Asphalt area to Cul-de-sac 24th St from Valley Dr. to S. Park Ave. Montgomery Dr. from Aubrey Park Ct. to Ocean Dr. Aubrey Park Ct. from Aviation Blvd to Cul-de-sac Aubrey Ct. from Aubrey Park Ct. to Cul-de-sac Ocean Dr. from Aviation Blvd to 14th St. 11th Place from PCH to Cul-de-sac Palm Dr. from 1st St. to 2nd St. Gould Terrace from Gould Ave to Cul-de-sac Ardmore from 8th St. to 10th St. Ardmore from 10th St. to Pier Avenue	Jul-21	Dec-21	10	20
PP05	CIP 192 Annual Striping Improvements	Work includes, but not limited to, removal of existing striping and restriping improvements in various streets. Restriping improvements will include, traffic striping, parking tees, crosswalks and other improvements.	6th Street from Valley Drive to Loma Drive 22nd Street from Hermosa Ave to Manhattan Ave Greenwich Village from Hermosa Ave to 27th Street Manhattan Ave. from 27th Street to Longfellow Ave Monterey Blvd. from Pier Ave. to 6th Street	Jun-21	Jul-21	10	20

CIP 186 & 190 STREET IMPROVEMENTS

	STREET NAME	FROM	TO
1	Harper Ave.	Artesia Blvd	Carnegie Ln.
2	Harper Ave.	Carnegie Ln.	Palm St.
3	Harper Ave.	Aviation Blvd	11th St.
4	19th St	Harper Ave.	Prospect Ave.
5	20th St	Harper Ave.	Prospect Ave.
6	20th Pl	Harper Ave.	Prospect Ave.
7	21st St	Harper Ave.	Prospect Ave.
8	24th St	Harper Ave.	Prospect Ave.
9	Springfield Ave	Start of Asphalt area	Cul-de-sac
10	24th St	Valley Dr.	S. Park Ave.
11	Montgomery Dr.	Aubrey Park Ct.	Ocean Dr.
12	Aubrey Park Ct.	Aviation Blvd	Cul-de-sac
13	Aubrey Ct.	Aubrey Park Ct.	Cul-de-sac
14	Ocean Dr.	Aviation Blvd	14th St.
15	11th Place	PCH	Cul-de-sac
16	Palm Dr.	1st St.	2nd St.
17	Gould Terrace	Gould Ave	Cul-de-sac
18	Ardmore	8th St.	10th St.
19	Ardmore	10th St.	Pier Avenue

CIP 192 ANNUAL STRIPING IMPROVEMENTS

	STREET NAME	FROM	TO
1	6th St.	Valley Drive	Loma Drive
2	22nd St.	Hermosa Ave.	Manhattan Ave.
3	Greenwich Village	Hermosa Ave.	27th Street
4	Manhattan Ave.	27th St.	Longfellow Ave.
5	Monterey Blvd	Pier Ave.	6th St.
6	City Hall Parking Lot		
7	Community Center Parking Lot		
8	Parking Lot A		
9	Parking Lot C		
10	Parking Lot R		



Staff Report

Staff Report

REPORT 21-0365

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021

**ORDINANCE AMENDING CHAPTER 8.60 OF THE
HERMOSA BEACH MUNICIPAL CODE TO COMPLY
WITH THE DEPARTMENT OF WATER RESOURCES'
MODEL WATER EFFICIENT LANDSCAPE ORDINANCE**
(Environmental Programs Manager Doug Krauss)

Recommended Action:

Staff recommends City Council introduce an Ordinance Amending Chapter 8.60 of the Hermosa Beach Municipal Code to comply with the Department of Water Resources' Model Water Efficient Landscape Ordinance.

Executive Summary:

This Ordinance updates the City's current Model Water Efficient Landscape Ordinance (MWELo) to ensure equivalence with changes made by the Department of Water Resource (DWR) in 2015. This update would add and enhance water efficiency standards for landscaping on private and public projects.

Background:

In California, approximately half of California's urban water is used for landscape irrigation. The purpose of the Water Conservation in Landscaping Act (Cal. Gov. Code § 65591 et seq.) (the "Act") is to increase water conservation and efficiency in landscape design, installation, maintenance, and management and reduce water waste and overwatering. Cities and counties were required to adopt the MWELo, or a locally modified ordinance at least as effective in conserving water as the MWELo, by January 1, 2010 (Gov. Code, § 65595.). For those local agencies that did not adopt the MWELo or a local equivalent by January 1, 2010, the state MWELo applies by default. The City of Hermosa Beach adopted an Ordinance establishing a water efficient landscape program in 2010 (**Attachment 1**).

In 2015, pursuant to Executive Order B-29-15, the California Department of Water Resources (DWR) updated its MWELo to include more stringent water efficiency standards than the previous 2009 MWELo. DWR's 2015 MWELo increases water efficiency standards for new and retrofitted landscapes through encouraging the use of more efficient irrigation systems, incentivizing graywater

Staff Report

REPORT 21-0365

usage, increasing onsite stormwater capture, and limiting the portion of landscape areas that can be covered in high water use plants.

Past Council Actions

Meeting Date	Description
February 9, 2010	Adopted Ordinance 10-1305 adding Chapter 8.60 Water Efficient Landscaping to the Hermosa Beach Municipal Code

Discussion:

The City must either adopt DWR's 2015 MWELO or update its own locally modified Water Efficient Landscape Ordinance to make its ordinance at least as effective in conserving water as DWR's 2015 MWELO. The attached Ordinance amends Chapter 8.60 of the Hermosa Beach Municipal Code to comply with the applicable standards in DWR's 2015 MWELO (**Attachment 2**).

Some of the more significant updates to DWR's 2015 MWELO include, among others, the following:

1. New construction projects with an aggregate landscape area equal to or greater than 500 square feet or more and rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet (with exceptions) are subject to the requirements of the MWELO. This applies to projects that require a permit, plan check, or design review;
2. Dedicated landscape meters or submeters are now required for residential landscape projects over 5,000 square feet and for commercial landscape projects 1,000-5,000 square feet (Commercial projects exceeding 5,000 square feet may require separate water meters pursuant to Water Code section 535);
3. Qualifying landscape projects must have pressure regulators and master shut-off valves;
4. All irrigation emission devices used in qualifying projects must meet national standards to ensure high efficiency sprinklers are installed;
5. Friable soil (easily crumbled or loosely compacted soil) is required for qualifying projects in planted areas to maximize water retention and infiltration;
6. The maximum amount of water that can be applied to landscape is reduced from 70 percent of the reference evapotranspiration (ET_o) to 55 percent for residential landscape projects and 45 percent for non-residential projects. This would reduce the landscape area that may be planted with high water use plants;
7. Median strips may not be landscaped with high water use plants;
8. Projects with landscape areas under 2,500 square feet may comply with the MWELO requirements by conforming to less restrictive prescriptive measures outlined in the MWELO. This is meant to simplify the process for smaller projects; and
9. Landscapes under 2,500 square feet that are irrigated entirely with graywater or captured rainwater are subject to fewer restrictions and only some of the prescriptive measures.

Staff Report

REPORT 21-0365

General Plan Consistency:

This report and associated recommendations have been evaluated for their consistency with the City's General Plan. Relevant Policies are listed below:

Sustainability and Conservation

Goal 5. Water conservation practices, recycled water use, and innovative water technologies support a resource efficient community

Policies:

- **5.3 Water conservation programs.** Update and improve water conservation and efficiency programs, requirements, and incentives on a regular basis.

Fiscal Impact:

There is no fiscal impact associated with the recommended action at this time. New projects, and certain rehabilitated landscapes, are required to comply with applicable state standards. DWR's 2015 MWELo requires projects with less square footage than the projects in the 2019 MWELo to comply with the new water efficiency standards. This will likely increase the number of projects subject to a landscape plan review and additional staff time to review landscape plans may be required. Landscape plan reviews are subject to an application fee to recover the cost of staff time spent on the review process. The application fee is currently waived through December 31, 2022, when the application includes the installation of trees beyond current code or replacement requirements.

Attachments:

1. 2010 WELO Ordinance
2. Ordinance 21-1432

Respectfully Submitted by: Douglas Krauss, Environmental Program Manager

Concur: Ken Robertson, Community Development Director

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, City Manager

ORDINANCE NO. 10-1305

AN ORDINANCE OF THE CITY OF HERMOSA BEACH, CALIFORNIA,
ADDING TITLE 8, CHAPTER 8.60 WATER EFFICIENT LANDSCAPING
TO THE HERMOSA BEACH MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF HERMOSA BEACH, CALIFORNIA,
DOES ORDAIN AS FOLLOWS:

SECTION 1: Title 8, Chapter 8.60 of the Hermosa Beach Municipal Code, commencing
with Section 8.60.010 is hereby added to read as follows:

Chapter 8.60

WATER EFFICIENT LANDSCAPING

Sections:

8.60.010 Title.

8.60.020 Purpose.

8.60.030 Applicability.

8.60.040 Definitions.

8.60.050 Procedures.

8.60.060 Standards for New Landscape.

8.60.070 Standards for Small Landscape Areas.

8.60.080 Existing Landscapes—Exceeding One Acre in Size.

8.60.090 Penalties and Remedies.

8.60.010 Title.

This Chapter shall be known as the “City of Hermosa Beach Water Efficient Landscaping
Ordinance.”

8.60.020 Purpose.

It is the policy of the State of California and City of Hermosa Beach to promote water
conservation. The standards detailed in this Chapter are intended to promote the selection,

1 planting and maintenance of landscaping that is water efficient and water conserving, while
2 allowing flexibility in designing healthy, attractive and cost-effective landscapes.

3 **8.60.030 Applicability.**

4 A. This Chapter is intended to implement, and shall be construed in a manner that is
5 consistent with the Model Water Efficient Landscape Ordinance in Chapter 2.7 of Division 2 of
6 Title 23 (Waters) of the California Code of Regulations, and any amendment thereto. "Consistent
7 with" may also include more restrictive water conservation or water use efficiency measures.

8 B. This Chapter shall apply to all of the following within the City of Hermosa Beach:

9 1. "New construction" and "rehabilitated landscapes" for public and private
10 development projects with a landscape area equal to or greater than 2,500 square feet, requiring a
11 building permit, plan check, design review, or precise development plan.

12 2. "Small landscape areas" less than 2,500 square feet, excluding plantings in pots or
13 moveable planters, in connection with a building permit, plan check, design review, or precise
14 development plan, subject to Section 8.60.070.

15 3. Existing landscapes exceeding one (1) acre in size, subject to Section 8.60.080.

16 C. This Chapter shall not apply to registered local, state or federal historical sites, botanical
17 gardens open to the public, or any other special types of landscape projects that are exempt under
18 the state Model Efficient Landscape Ordinance.

19 D. The City shall provide information to all owners of new single family residential homes
20 regarding the design, installation, management and maintenance of water efficient landscapes.

21 E. The City may collaborate with another agency, such as a water purveyor, to implement
22 some or all of the requirements contained in this Ordinance.

23 F. This Chapter shall be applied in conjunction with the water conservation requirements of
24 Chapter 8.56. Where conflicts in language may exist between this Chapter and Chapter 8.56 or any
25 other provision of the Municipal Code, the language that requires the greater water conservation
26 shall prevail.

27 **8.60.040 Definitions.**

The terms in this Chapter shall be broadly construed to achieve the purposes of this Chapter and may be supplemented by definitions and information in the Model Efficient Landscape Ordinance.

"Certificate of Completion" means the information and certifications that the landscape project has been installed and will operate in compliance with the approved Landscape Documentation Package as detailed in Section 492.2 of the Model Water Efficient Landscape Ordinance, and as more specifically provided in this Chapter.

"Discretionary planning entitlement" means a land use permit or approval granted by the Planning Commission necessary to proceed with development pursuant to Title 17 (Zoning).

"Evapotranspiration" (ET) means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

"ETo" or "reference evapotranspiration" means a standard measurement of environmental parameters that affect the water use of plants expressed in inches per day, month or year. Calculation of the 'Maximum Applied Water Allowance' and 'Estimated Total Water Use' shall use the ETo values for Redondo Beach in Appendix A of the Model Water Efficient Landscape Ordinance as follows:

CITY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL
Redondo Beach	2.2	2.4	3.3	3.8	4.5	4.7	5.4	4.8	4.4	2.8	2.4	2.0	42.6

"ET adjustment factor" (ETAF) means a factor of 0.7 (0.7 or more but less than 0.8) that, when applied to ETo, adjusts for plant factors and irrigation efficiency.

"Homeowner-provided or homeowner-hired landscaping" means that landscaping installed for a single-family dwelling by a private individual or a licensed contractor, regardless whether for the owner or the occupant. Such landscape shall be regulated in the same manner as new construction or rehabilitated landscape, as applicable to the situation.

"Hydrozone" means a portion of the landscape area having plants with similar water needs. A hydrozone may be irrigated or non-irrigated.

"Landscape area" means the total area of the landscape project (planting areas, turf areas, and water features) in a landscape design plan that is subject to the "Maximum Applied Water

1 Allowance" calculation. Landscape area includes "new construction landscape" and "rehabilitated
2 landscape." Landscape area does not include footprints of buildings or structures, sidewalks,
3 driveways, parking lots, decks, patios, gravel or stone walks, other pervious or impervious
4 hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and
5 existing native vegetation).

6 **"Landscape irrigation system"** means an irrigation system with pipes, hoses, spray heads, or
7 sprinkling devices that is operated by through an automated system.

8 **"Landscape Documentation Package"** means the project information, water efficient landscape
9 worksheet, soil management report, landscape plan, irrigation plan and grading plan, prepared by
10 the professionals and containing the information and certifications set forth in Sections 492.3
11 through 492.8 of the Model Water Efficient Landscape Ordinance, and as more specifically
12 provided in this Chapter.

13 **"Maximum applied water allowance"** (MAWA) is the formula set forth below used to arrive at
14 the annual water budget calculation and as further described in the Model Water Efficient
15 Landscape Ordinance:

$$\text{MAWA} = (\text{ETo}) (0.62) [(0.7 \times \text{LA}) + (0.3 \times \text{SLA})]$$

17 MAWA = Maximum Applied Water Allowance (gallons per year)

18 Eto = Reference Evapotranspiration (42.6 inches per year)

19 0.7 = ET Adjustment Factor (ETAF)

20 LA = Landscape Area including Special Landscape Area (square feet)

21 0.62 = Conversion factor (to gallons per square foot)

22 SLA = Special Landscape Area (square feet)

23 0.3 = ET Adjustment Factor for Special Landscape Area

24 **"Model Water Efficient Landscape Ordinance"** means the regulations adopted by the State of
25 California in Chapter 2.7 of Division 2 of Title 23 (Waters) of the California Code of Regulations.

26 **"New landscape"** means "new construction" and "rehabilitated landscape".
27
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1 **"New construction"** means, subject to the exclusions in Section 8.60.030, a new building with a
2 new landscape area or other new landscape area such as a park, playground or greenbelt without an
3 associated building, equal to or greater than 2,500 square feet.

4 **"Plant factor"** means a factor that, when multiplied by the ETo, estimates the quantity of
5 irrigation water thought to be necessary to maintain plant health within the City. The plant factor
6 range is 0 to 0.3 for low water use plants, 0.4 to 0.6 for moderate water use plant, and 0.7 to 1.0
7 for high water use plants. Plant factors are defined and listed in the "Water Use Classifications of
8 Landscape Species" ("WUCOLS") or equivalent documentation for plants not listed therein.

9 **"Rehabilitated landscape"** means, subject to the exclusions in Section 8.60.030, any re-
10 landscaping project when the modified landscape area is equal to or greater than 2,500 square feet,
11 and is fifty (50) percent or more of the total landscape area, and the modifications are completed
12 within one (1) year. Includes developer, owner, occupant, or homeowner hired or installed
13 landscaping.

14 **"Reference evapotranspiration"** See "ETo."

15 **"Turf"** means a groundcover surface of grass with an irrigation water need of greater than thirty
16 (30) percent of the ETo.

17 **"Small landscape areas"** means the new construction or rehabilitated landscape of less than
18 2,500 square feet, excluding plantings in pots or moveable planters, subject to the exclusions in
19 Section 8.60.070.

20 **"Special landscape area"** (SLA) means an area of the landscape dedicated permanently and
21 solely to edible plants (such as orchards or gardens), areas irrigated with recycled water, water
22 features using recycled water, and areas dedicated to active play (such as parks, sports fields, golf
23 courses) where turf provides a playing surface.

24 **"Water budget calculation."** See "maximum applied water allowance."

25 **"Water conserving plants"** means species with a low plant factor. May also be referred to as
26 water efficient or water wise plants.

27 **"Weather based irrigation controller"** means a device that automatically adjusts the irrigation
28 schedule based on changes in the weather.

1 "Water Efficient Landscape Worksheet" means the worksheets required by Section 492.4 of
2 the Model Water Efficient Landscape Ordinance.

3 "Water Use Classification of Landscape Species" ("WUCOLS"), University of California,
4 Cooperative Extension, current edition, applicable to the City of Hermosa Beach, California..

5 **8.60.050 Procedures.**

6 This Chapter shall be implemented through the Landscape Documentation Package application
7 process. The Planning Commission may impose additional measures or conditions on the approval
8 of applications for discretionary planning entitlements to further the purposes of this Chapter.

9 A. **Application submittal.** Prior to issuance of a building or related construction permit, the
10 applicant shall submit a Landscape Documentation Package on forms supplied by the Community
11 Development Department accompanied by a fee set by resolution of the City Council. The
12 Package shall include:

13 1. A landscape design plan prepared by a licensed landscape architect, licensed landscape
14 contractor, or any other person authorized to design a landscape in accordance with the provisions
15 of the California Business and Professions Code Section 5641 et seq. relating to the practice of
16 landscape architecture, and shall comply with all of the requirements of and contain the
17 certification of compliance set forth in Section 492.6 of the Model Efficient Landscape Ordinance.

18 2. An irrigation design plan prepared by a licensed landscape architect, certified irrigation
19 designer, licensed landscape contractor, or any other person authorized to design an irrigation
20 system in accordance with the provisions of the California Business and Professions Code Section
21 5641 et seq. relating to design of irrigation systems, and shall comply with all of the requirements
22 of and contain the certification of compliance set forth in Section 492.7 of the Model Efficient
23 Landscape Ordinance.

24 3. A grading design plan prepared by a licensed civil engineer or other qualified
25 professional as authorized by law, and shall comply with all of the requirements of and contain the
26 certification of compliance set forth in Section 492.8 of the Model Efficient Landscape Ordinance.

27 4. A soils management plan completed by the applicant or his/her designee shall comply
28 with all of the requirements of Section 492.5 of the Model Efficient Landscape Ordinance.

1 5. A Water Efficient Landscape Worksheet prepared by the applicant or his/her designee
2 that complies with all of the requirements of Section 492.4 of the Model Efficient Landscape
3 Ordinance.

4 **B. Application review.** The Community Development Director or his or her designee shall
5 review the Landscape Documentation Package for compliance with this Chapter and approve,
6 approve with conditions, or deny the application if the Director determines that the submittal does
7 not comply with the requirements of this Chapter. Plans, worksheets, and related documents
8 required by this Chapter and the construction permit process shall be modified consistent with
9 approval of the Landscape Documentation Package.

10 **C. Compliance verification.**

11 1. Prior to a request for final landscape or final occupancy inspection, the preparer of the
12 landscape design plan or irrigation design plan or the licensed landscape contractor shall inspect
13 the installation and submit a Certificate of Completion certifying that the installation substantially
14 conforms to the approved Landscape Documentation Package or modifications thereto approved
15 by the City and documented on As-Built plans.

16 2. No building or other equivalent construction permit shall be issued unless and until the
17 Certificate of Completion required by Subsection (C)(1) of this Section has been included on the
18 final landscape plan submitted for plan check approval.

19 3. No building or other equivalent construction permit shall be given a final landscape
20 inspection or issued a permanent Certificate of Occupancy until the Community Development
21 Department approves the Certificate of Completion. Upon a decision to deny the Certificate of
22 Completion, the applicant may modify and resubmit the application, apply for an exception from
23 standards, or appeal the decision.

24 **D. Exceptions from standards.**

25 1. Requests for exceptions shall be in writing and shall be submitted to the Community
26 Development Director at the time the application is submitted to the City for review, or within a
27 reasonable amount of time after the applicant determines or is informed that compliance with a
28 requirement in this Chapter is infeasible. Requests for exceptions must be accompanied by

1 documentary evidence supporting the finding of equivalent or greater water conservation
2 accompanied by a fee set by resolution of the City Council.

3 2. Exceptions to the standards set forth in Section 8.60.060 may be approved or
4 conditionally approved by the Community Development Director or by the Planning Commission
5 as part of the approval of a discretionary planning entitlement, upon making a finding based on
6 substantial evidence that the exception will provide equivalent or greater water conservation than
7 would be otherwise achieved by applying the standard.

8 E. **Appeals.** The decision of the Community Development Director may be appealed to
9 the Planning Commission, and a decision of the Planning Commission may be appealed to the
10 City Council, within ten (10) days of the decision. A written request shall be submitted to the City
11 Clerk stating the grounds for the appeal accompanied by a fee adopted by resolution of the City
12 Council. The City Council shall review the appeal at the next meeting that the item may be heard.

13 **8.60.060 Standards for New Landscape.**

14 "New landscape" as defined in Section 8.60.040 shall be designed and managed to use the
15 minimum amount of water required to maintain plant health. New landscape shall comply with all
16 of the requirements in Sections 492.6 through 492.15 of the Model Efficient Ordinance and the
17 following, whichever is more restrictive, unless an exception is granted pursuant to Section
18 8.60.050(D).

19 A. **Plant material.**

20 1. Plant species and landscape design shall be adapted to the climate, soils, topographical
21 conditions, and shall be able to withstand exposure to localized urban conditions such as pavement
22 heat radiation, vehicle emissions and dust, and urban runoff. Water conserving plant and turf
23 species shall be used.

24 2. Plant species or specifications shall comply with any official list of species, guidelines
25 or regulations adopted by the City to the extent that such lists, guidelines or regulations do not
26 conflict with this Chapter.

27 3. Plants listed in the current Invasive Plant Inventory for the southwest region by the
28 California Invasive Plant Council or similar source acceptable the Community Development

Director are prohibited, except for known non-fruiting, non-invasive, sterile varieties or cultivars. Plants known to be susceptible to disease or pests in this Climate Zone six (6) shall not be used.

4. The landscape area of projects proposing exclusively commercial or industrial uses shall be designed using exclusively water conserving plants. Single family residential, multi-family residential, mixed use and institutional use projects shall be designed with not more than twenty (20) percent of the total landscaped area in turf or high water use plants in the Water Use Classification for Landscape Species (WUCOLS). Turf may be used as a bio-swale or bio-filter or for functional purposes such as active recreational areas as determined by the Community Development Director. Public agencies shall be exempt from this requirement.

5. Turf shall not be allowed on slopes greater than twenty (20) percent. Where the toe of the slope is adjacent to an impermeable surface, alternatives to turf should be considered on slopes exceeding twenty (20) percent, meaning one (1) foot of vertical elevation change for every five (5) feet of horizontal length. Approved turf areas may be watered at 1.0 of the reference evapotranspiration (ET_o).

6. Planted areas shall be covered with a minimum of two (2) inches of organic mulch, except in areas covered by groundcovers or within twenty-four (24) inches of the base of a tree, or where a reduced application is indicated. Additional mulch material shall be added from time to time as necessary to maintain the required depth of mulch.

7. Species and landscape design shall complement and to the extent feasible in compliance with this Chapter be proportional to the surroundings and streetscape and incorporate deciduous trees to shade west and south exposures. Landscaping shall not interfere with safe sight distances for vehicular traffic, the vision clearance in Section 17.46.060, height restrictions for hedges in 17.46.130, pedestrian or bicycle ways, or overhead utility lines or lighting.

B. Water features, pools and spas.

1. Recirculating water systems shall be used for water features. Where available, recycled water shall be used as a source for decorative water features.

2. Pools and spas shall be equipped with a cover and covered overnight and daily when use is concluded.

1 C. **Grading and runoff.** Landscape design shall minimize soil erosion and runoff.

2 1. Grading plans shall avoid disruption of natural drainage patterns to the extent feasible.

3 2. Grading plans shall demonstrate that normal rainfall and irrigation will remain within
4 the property lines and not drain onto impermeable surfaces, walkways, sidewalks, streets, alleys,
5 gutters, or storm drains.

6 3. Plans and construction shall protect against soil compaction within landscape areas.

7 4. Stormwater best management practices to minimize runoff, to increase on-site retention
8 and infiltration, and control pollutants shall be incorporated into project plans. Rain gardens,
9 cisterns, swales, structural soil, permeable pavement, connected landscape areas, and other
10 landscape features and practices that increase onsite rainwater capture, storage and infiltration,
11 emphasizing natural approaches over technology-based approaches that require ongoing
12 maintenance, shall be considered during project design. Plans and practices shall comply with
13 Chapter 8.44.

14 D. **Irrigation systems.**

15 1. An automatic irrigation system using either evapotranspiration or soil moisture sensor
16 data, with a rain shut-off sensor, shall be installed. Drip irrigation emitters shall emit no more
17 than two (2) gallons per hour.

18 2. An average landscape irrigation efficiency of 0.71 shall be used for the purpose of
19 determining Maximum Applied Water Allowance. Irrigation systems shall be designed,
20 maintained, and managed to meet or exceed this efficiency. Landscapes using recycled water are
21 considered Special Landscape Areas, where the ET Adjustment Factor shall not exceed 1.0.

22 3. The irrigation system shall be designed to prevent water waste resulting in runoff,
23 overspray, or similar conditions where irrigation water ponds or flows onto non-irrigated areas,
24 walkways, sidewalks, streets, alleys, gutters, storm drains, adjacent property, or similar untargeted
25 areas. Runoff to other permeable or impermeable surfaces shall not be allowed.

26 4. Narrow or irregularly shaped areas, including turf less than eight (8) feet in width in any
27 direction, shall be irrigated with subsurface irrigation or low volume above-ground irrigation
28 system.

1 5. Overhead irrigation shall not be permitted within two (2) feet of any impermeable
2 surface. Drip, drip line, or other low flow non-spray technology shall be used.

3 6. All sprinklers shall have matched precipitation rates within each valve and circuit. All
4 irrigation systems shall be designed to include optimum distribution uniformity, head to head
5 spacing, and setbacks from sidewalks, pavement and impermeable surfaces.

6 7. All irrigation systems shall provide backflow prevention devices in accordance with the
7 current edition of the California Building/Plumbing Code and check valves at the low end of
8 irrigation lines to prevent unwanted draining of irrigation lines. Pressure regulators may be
9 required if the pressure at the sprinkler head exceeds the manufacturer's recommended optimal
10 operating pressure.

11 8. Reclaimed water and graywater irrigation systems shall be used when reasonably
12 feasible and shall conform to the current edition of the California Building/Plumbing Code, and all
13 other applicable local, state and federal laws.

14 **E. Irrigation system hydrozones.**

15 1. The irrigation system shall conform to the hydrozones of the landscape design plan.

16 2. Each hydrozone shall have plant materials with similar water use, with the exception of
17 hydrozones with plants of mixed water use where the plant factor of the higher water using plant is
18 used for calculations. No hydrozone shall mix high and low water use plants.

19 3. Sprinkler heads and other emission devices shall be appropriate for the plant type within
20 that hydrozone. Where feasible, trees shall be placed on separate valves from turf, shrubs and
21 groundcovers.

22 4. No landscape plan or restriction of any type, including those applicable to common
23 interest developments such as condominiums, shall prohibit or include conditions that have the
24 effect of prohibiting native or water conserving plants.

25 **F. Landscape and irrigation maintenance.**

26 1. All landscape and related elements shall be designed and properly maintained to insure
27 long-term health and shall maintain conformance with the requirements of this Chapter.

28 2. Irrigation scheduling shall be regulated by automatic irrigation controllers.

1 3. Watering hours and duration shall be scheduled compliant with the requirements of
2 Chapter 8.56.

3 4. A regular maintenance schedule shall include, but not be limited to, routine inspection,
4 adjustment and repair of the irrigation system, aerating and dethatching turf areas, replenishing
5 mulch, fertilizing, pruning, weeding and removing any obstruction to emission devices.

6 5. Repair of all irrigation equipment shall be promptly undertaken, using the originally
7 installed components, or equivalent or enhanced components compatible with the irrigation
8 system.

9 6. Landscape areas shall be permanently maintained and kept free of weeds, debris and
10 litter; plant materials shall be maintained in a healthy growing condition and diseased or dead
11 plant materials shall be replaced, in kind, pursuant to the approved plans within thirty (30) days.
12 Alternatively, diseased or dead plant materials may be replaced with plant materials that have low
13 water needs, as rated in the current edition of the Water Use Classification of Landscape Species.

14 7. The use, storage and disposal of all landscape and lawn care products shall comply with
15 all manufacturer's specifications and applicable laws, and minimize the discharge of pollutants to
16 the environment.

17 G. Notwithstanding the requirements of this Section, landscape design and maintenance shall
18 additionally comply with the requirements of Chapters 8.44 and 8.56, Title 17 (Zoning), any other
19 applicable provisions of this code, and the requirements of a development permit, whichever is
20 more restrictive.

21 **8.60.070 Standards for Small Landscape Areas.**

22 "Small landscape areas" as defined in Section 8.60.040 are subject to the provisions in this Section
23 and are otherwise exempt from this Chapter

24 A. **Procedures.** Prior to issuance of a permit for construction, the applicant shall provide
25 information substantiating compliance with this section to the satisfaction of the Community
26 Development Director. The Planning Commission may impose additional measures or conditions
27 on discretionary planning entitlements to further the purposes of this Chapter. No building or
28 other equivalent construction permit shall be issued a permanent Certificate of Occupancy until the

1 Community Development Director determines the project complies with the standards in this
2 section. In the case of any decision to deny a permit issuance or certificate of occupancy, the
3 applicant may modify and resubmit the application, apply for an exception from standards, or
4 appeal the decision in accordance with Subsections D or E of Section 8.60.050.

5 **B. Standards.** Small landscape areas shall comply with the following standards. Provisions
6 that are encouraged but not required are indicated with words such as 'should.'

7 1. Plant species and landscape design shall be adapted to the climate, soils, topographical
8 conditions, and shall be able to withstand exposure to localized urban conditions such as pavement
9 heat radiation, vehicle emissions and dust, and urban runoff. Water conserving plant and turf
10 species shall be used. Where practical, such as in areas exceeding four hundred (400) square feet
11 of contiguous landscape, plantings should be arranged by hydrozones.

12 2. Plant species or specifications shall comply with any official list of species, guidelines
13 or regulations adopted by the City to the extent that such lists, guidelines or regulations do not
14 conflict with this Chapter.

15 3. Plants listed in the current Invasive Plant Inventory for the southwest region by the
16 California Invasive Plant Council or similar recognized authority acceptable to the Community
17 Development Director are prohibited, except for known non-fruiting, non-invasive, sterile
18 varieties or cultivars. Plants known to be susceptible to disease or pests in this Climate Zone six
19 (6) should not be planted.

20 4. The landscape area of projects proposing exclusively commercial, industrial or
21 institutional uses shall be designed using exclusively water conserving plants. Turf may be used
22 as a bio-swale or bio-filter or for functional purposes such as active recreational areas as
23 determined by the Community Development Director. Turf shall not be allowed on slopes greater
24 than twenty (20) percent. Deciduous trees should be used to shade west and south exposures.

25 5. Planted areas shall be covered with a minimum of two (2) inches of organic mulch,
26 except in areas covered by groundcovers or within twenty-four (24) inches of the base of a tree, or
27 where a reduced application is indicated. Additional mulch material shall be added from time to
28 time as necessary to maintain the required depth of mulch.

1 6. Landscaping shall not interfere with safe sight distances for vehicular traffic, the vision
2 clearance in Section 17.46.060, height restrictions for hedges in 17.46.130, pedestrian or bicycle
3 ways, or overhead utility lines or lighting.

4 7. Plans and construction shall protect against soil compaction within landscape areas.
5 Stormwater best management practices to minimize runoff, to increase on-site retention and
6 infiltration, and control pollutants shall be incorporated into project plans. Rain gardens, cisterns,
7 swales, structural soil, permeable pavement, connected landscape areas, and other landscape
8 features and practices that increase onsite rainwater capture, storage and infiltration, emphasizing
9 natural approaches over technology-based approaches, should be considered during project design.
10 No plan or practice shall conflict with Chapter 8.44.

11 8. No landscape plan or restriction of any type, including those applicable to common
12 interest developments such as condominiums, shall prohibit or include conditions that have the
13 effect of prohibiting native or water conserving plants.

14 9. When irrigation systems are installed, an automatic irrigation system using either
15 evapotranspiration or soil moisture sensor data, with a rain shut-off sensor, shall be installed. Drip
16 irrigation emitters shall emit no more than two (2) gallons per hour. Watering hours and duration
17 shall be compliant with the requirements of Chapter 8.56.

18 10. All irrigation systems shall be designed to prevent water waste resulting in runoff,
19 overspray, or similar conditions where irrigation water ponds or flows onto non-irrigated areas,
20 sidewalks, walkways, streets, alleys, storm drains, adjacent property, or similar untargeted areas.
21 Runoff to other permeable or impermeable surfaces shall not be allowed.

22 11. All landscape and related elements shall be properly maintained to insure long-term
23 health and shall additionally comply with the requirements of Chapters 8.44 and 8.56, Title 17,
24 any other applicable provisions of this code, and the requirements of a development permit,
25 whichever is more restrictive. The use, storage and disposal of all lawn and landscape care
26 products shall comply with all manufacturer specifications and applicable laws, and minimize the
27 discharge of pollutants to the environment.

28 **8.60.080 Existing Landscapes—Exceeding One Acre in Size.**

Existing landscapes installed before January 1, 2010 exceeding one (1) acre in size per site shall comply only with the provisions in this Section and are otherwise exempt from this Chapter. "Site" means all contiguous property under one ownership, regardless whether separated by public rights-of-way.

A. No irrigation system shall result in water waste due to leaks or runoff, overspray, or similar conditions where irrigation water flows onto walkways, sidewalks, streets, alleys, storm drains, adjacent property, or similar untargeted areas.

B. Landscape design and maintenance shall additionally comply with the requirements of Chapters 8.44 and 8.56, Title 17 (Zoning), any other applicable provisions of this code, and the requirements of a development permit, whichever is more restrictive.

C. The City shall administer programs that may include, but are not limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use, and provision of recommendations as necessary to reduce landscape water use to a level that does not exceed a Maximum Applied Water Allowance calculated as: $MAWA = (0.8)(ET_o)(LA)(0.62)$. Programs for landscapes without a water meter may include, but are not limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste. All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

8.60.090 Penalties and Remedies.

Violations of the provisions of this Chapter are subject to the administrative penalty provisions of Chapter 1.10.

SECTION 2: The City Council finds that the water efficient landscape Ordinance is at least as effective in conserving water as the California Department of Water Resource's updated Model Water Efficient Landscape Ordinance as follows:

A. The Ordinance is applicable to all new or altered development, including lower thresholds for development applicable to homeowner hired or installed landscaping, and a basic set of standards applicable to all landscaping regardless of landscape area.

1 B. Under the Ordinance, landscaping shall be designed and irrigated so not to exceed 70% of
2 the local evapotranspiration rate (ETo) established by the State for the City of Redondo Beach,
3 California, and surrounding areas of Los Angeles County.

4 C. Under the Ordinance, landscape areas for commercial and industrial projects must use fully
5 water conserving plants without turf, with only minor exceptions.

6 D. Under the Ordinance, landscape areas for residential, mixed use, and institutional type
7 projects shall be designed with less than 20% turf and non-water conserving plant materials.

8 E. Under the Ordinance, automatic irrigation systems shall be designed to avoid overspray
9 and runoff with optimum distribution uniformity and setbacks from hardscape, and shall employ a
10 weather-based irrigation controller with a rain shut off sensor and check valves at the end of each
11 line to hold water in the system and prevent unwanted drainage from sprinkler heads.

12 F. Exceptions to the Ordinance standards are allowed only upon a finding that alternative
13 design will promote equivalent or greater water conservation.

14 G. Under the Ordinance, installation and compliance verifications are required of the
15 landscape designer.

16 H. Under the Ordinance, the maximum annual applied water allowance calculation matches
17 the California Department of Water Resource's formula in its Model Water Efficient Landscape
18 Ordinance.

19 I. Under the Ordinance, the identification of water conserving plants matches that used by the
20 California Department of Water Resource's in its Model Water Efficient Landscape Ordinance;
21 namely the "Water Use Classification of Landscape Species" prepared by the University of
22 California Cooperative Extension.

23 **SECTION 3.** Section 15061(b)(3) of Title 14 of the California Code of Regulations
24 exempts the project from the requirements of the California Environmental Quality Act because it
25 enacts water efficient regulations that are applicable to new or altered landscape projects subject to
26 project specific discretionary review. Therefore, it can be seen with certainty that there is no
27 possibility that this Ordinance will cause a direct physical change in the environment in that
28 reducing water waste and requiring water conservation and healthy landscapes that emphasize

1 climate appropriate plants and disallow invasive plants will have beneficial effects. In addition,
2 this Ordinance is an action being taken for enhanced protection of the environment that does not
3 have the potential to cause significant effects on the environment. Also, it is categorically exempt
4 in accordance with CEQA Guidelines §§ 15305 as a minor alteration in land use limitations which
5 does not result in any changes in land use or density; 15308 as an action taken by a regulatory
6 agency as authorized by California law to assure maintenance or protection of the environment;
7 and 15307 as an action taken by a regulator agency to assure the maintenance, restoration and
8 enhancement of water, a natural resource, through water efficient landscape regulations.

9 **SECTION 4.** This Ordinance shall become effective and be in full force and in effect
10 from and after thirty (30) days of its final passage and adoption.

11 **SECTION 5.** Prior to the expiration of fifteen (15) days after the date of its adoption, the
12 City Clerk shall cause this Ordinance to be published in the Easy Reader, a weekly newspaper of
13 general circulation published and circulated in the City of Hermosa Beach, California, in the
14 manner provided by law.

15 **SECTION 6.** The City Clerk shall certify to the passage and adoption of this Ordinance,
16 shall enter the same in the book of original Ordinances of said City, and shall make minutes of the
17 passage and adoption thereof in the records of the proceedings of the City Council at which the
18 same is passed and adopted.

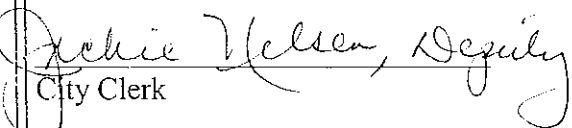
19 **PASSED, APPROVED and ADOPTED** this 9th of February 2010 by the following vote:

20 AYES: Bobko, Duclos, Fishman, Tucker, Mayor DiVirgilio
21 NOES: None
22 ABSENT: None
23 ABSTAIN: None

24 
25 **PRESIDENT** of the City Council and **MAYOR** of the City of Hermosa Beach, California

26 ATTEST:

27 APPROVED AS TO FORM:

28 
City Clerk


City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF HERMOSA BEACH

I, Elaine Doerfling, City Clerk of the City of Hermosa Beach, California, do hereby certify that the foregoing Ordinance No. 10-1305 was duly and regularly passed, approved and adopted by the City Council of the City of Hermosa Beach at a regular meeting held at the regular meeting place thereof on the 18th of February 9, 2010, and said ordinance was published in the Easy Reader newspaper on February 18, 2010.

The vote was as follows:

AYES: Bobko, Duclos, Fishman, Tucker, Mayor DiVirgilio

NOES: None

ABSENT: None

ABSTAIN: None

DATED: February 23, 2010


City Clerk

ORDINANCE NO. 21-1432

AN ORDINANCE OF THE CITY OF HERMOSA BEACH AMENDING CHAPTER 8.60 OF TITLE 8 OF THE HERMOSA BEACH MUNICIPAL CODE REGARDING WATER EFFICIENT LANDSCAPE REGULATIONS

WHEREAS, the City of Hermosa Beach imposes water efficient landscape requirements on all new and rehabilitated landscaping for public agency projects and private development projects that require a permit, as well as all developer-installed landscaping, pursuant to Section 8.60.010 et seq. of the Hermosa Beach Municipal Code; and

WHEREAS, the Water Conservation in Landscaping Act (Government Code Section 65591 et seq.) (the “Act”) was enacted for the purpose of reducing waste water associated with irrigation of outdoor landscaping; and,

WHEREAS, the Act requires the State Department of Water Resources (“DWR”) to draft a model water efficient landscape ordinance (“MWELo”) (Cal. Code Regs., tit. 23, § 490 et seq.), and further required cities and counties, by January 1, 2010, to adopt the MWELo, or a locally modified ordinance at least as effective in conserving water as the MWELo, or else the state MWELo applies by default (Gov. Code, § 65595); and

WHEREAS, on April 1, 2015, Governor Brown signed Executive Order B 29-15, which directed the DWR to update the MWELo; and,

WHEREAS, the DWR updated the MWELo on September 15, 2015; and

WHEREAS, the City intends to comply with the current MWELo and this Water Efficient Landscape Ordinance is intended to locally implement the Act.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HERMOSA BEACH DOES ORDAIN AS FOLLOWS:

Section 1. The recitals set forth above are hereby adopted as the findings of the City Council in connection with the adoption of this Ordinance.

Section 2. Chapter 8.60 of the Hermosa Beach Municipal Code is hereby renamed to “Water Efficient Landscaping”

Section 3. Section 8.60.030 of the Hermosa Beach Municipal Code is hereby amended in its entirety to read as follows:

8.60.030 Applicability.

A. This Chapter is intended to implement, and shall be construed in a manner that is consistent with the Model Water Efficient Landscape Ordinance in Chapter 2.7 of Division 2 of Title 23 (Waters) of the California Code of Regulations, and

any amendment thereto. "Consistent with" may also include more restrictive water conservation or water use efficiency measures.

B. This Chapter shall apply to all of the following within the City of Hermosa Beach:

1. New landscape projects with an aggregate landscape area equal to or greater than 500 square feet, requiring a building or landscape permit, plan check or design review;
2. Rehabilitated landscape projects with an aggregate landscaped area equal to or greater than 2,500 square feet, requiring a building or landscape permit, plan check or design review;
3. New or rehabilitated landscape projects with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix D of the Model Water Efficient Landscape Ordinance; and
4. New or rehabilitated projects using treated or untreated graywater or rainwater capture on site, any lot or parcels within the project that has less than 2,500 square feet of landscape area and meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with the treated or untreated graywater or though stored rainwater capture on site is subject only to Appendix D, Section 5, of the Model Water Efficient Landscape Ordinance.
5. Existing landscapes limited to Sections 493, 493.1 and 493.2 of the of the Model Water Efficient Landscape Ordinance.
6. Sections 492.4, 492.11, and 492.12 of the Model Water Efficient Landscape Ordinance shall apply to new construction or rehabilitated landscape projects at cemeteries, and Sections 493, 493.1, and 493.2 of the Model Water Efficient Landscape Ordinance shall apply to existing cemeteries.

C. This Chapter does not apply to:

1. Registered local, state, or federal historical sites;
2. Ecological restoration projects that do not require a permanent irrigation system;
3. Mined-land reclamation projects that do not require a permanent irrigation system; or
4. Plant collections, as part of botanical gardens and arboretums open to the public.

E. The City may collaborate with another agency, such as a water purveyor, to implement some or all of the requirements contained in this Chapter.

F. This Chapter shall be applied in conjunction with the water conservation requirements of Chapter 8.56. Where conflicts in language may exist between this Chapter and Chapter 8.56 or any other provision of the Municipal Code, the language that requires the greater water conservation shall prevail.

Section 4. Section 8.60.040 of the Hermosa Beach Municipal Code is hereby amended in its entirety to read as follows:

8.60.040 Definitions.

The terms in this Chapter shall be broadly construed to achieve the purposes of this Chapter and may be supplemented by definitions and information in the Model Efficient Landscape Ordinance.

"Certificate of Completion" means the information and certifications that the landscape project has been installed and will operate in compliance with the approved Landscape Documentation Package as detailed in Section 492.9 of the Model Water Efficient Landscape Ordinance, and as more specifically provided in this Chapter.

"Discretionary planning entitlement" means a land use permit or approval granted by the Planning Commission necessary to proceed with development pursuant to Title 17 (Zoning).

"Evapotranspiration rate" or "ET rate" means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

"Evapotranspiration adjustment factor" or "ETAF" of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Area shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

"Hydrozone" means a portion of the landscape area having plants with similar water needs. A hydrozone may be irrigated or non-irrigated.

"Landscape area" means the total area of the landscape project (planting areas, turf areas, and water features) in a landscape design plan that is subject to the "Maximum Applied Water Allowance" calculation. Landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or impervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

"Landscape Documentation Package" means the project information, water efficient landscape worksheet, soil management report, landscape design plan, irrigation design plan and grading design plan, prepared by the professionals and containing the information and certifications set forth in Sections 492.3 through 492.8 of the Model Water Efficient Landscape Ordinance, and as more specifically provided in this Chapter.

"Landscape irrigation system" means an irrigation system with pipes, hoses, spray heads, or sprinkling devices that is operated by through an automated system.

"Maximum Applied Water Allowance" or "MAWA" means the upper limit of annual applied water for the established landscaped area as specified in the Model Water Efficient Landscape Ordinance. It is based upon the area's reference evapotranspiration, the ET Adjustment Factor, and the size of the landscaped area. The Estimated Applied Water Use shall not exceed the Maximum Applied Water Allowance. $MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$.

"Model Water Efficient Landscape Ordinance" means the regulations adopted by the State of California in Chapter 2.7 of Division 2 of Title 23 (Waters) of the California Code of Regulations.

"New construction" means, for the purposes of this Chapter, a new building with a landscape or other new landscape, such as a park, playground, playing field, or greenbelt without an associated building.

"Plant factor" or "plant water use factor" is a factor, when multiplied by ET_o , that estimates the amount of water needed by plants. For purposes of this Chapter, the plant factor range for very low water use plants is 0 to 0.1; the plant factor range for low water use plants is 0 to 0.3; the plant factor range for moderate water use plants is 0.4 to 0.6; and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this Chapter are derived from the publication "Water Use Classification of Landscape Species." Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

"Reference evapotranspiration" or " ET_o " means a standard measurement of environmental parameters that affect the water use of plants expressed in inches per day, month or year, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Calculation of the 'Maximum Applied Water Allowance' and 'Estimated Total Water Use' shall use the ET_o values for Redondo Beach in Appendix A of the Model Water Efficient Landscape Ordinance as follows:

CITY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL
Redondo Beach	2.2	2.4	3.3	3.8	4.5	4.7	5.4	4.8	4.4	2.8	2.4	2.0	42.6

"Special landscape area" or "SLA" means an area of the landscape dedicated permanently and solely to edible plants (such as orchards or gardens), areas irrigated with recycled water, water features using recycled water, and areas dedicated to active play (such as parks, sports fields, golf courses) where turf provides a playing surface.

"Turf" means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

"Water budget calculation." See "maximum applied water allowance."

"Water conserving plants" means species with a low plant factor. May also be referred to as water efficient or water wise plants.

"Weather based irrigation controller" means a device that automatically adjusts the irrigation schedule based on changes in the weather.

"Water Efficient Landscape Worksheet" means the worksheets required by Section 492.4 of the Model Water Efficient Landscape Ordinance.

"Water Use Classification of Landscape Species" ("WUCOLS"), University of California, Cooperative Extension, current edition, applicable to the City of Hermosa Beach, California.

Section 5. Section 8.60.050 of the Hermosa Beach Municipal Code is hereby amended in its entirety to read as follows:

8.60.050 Procedures.

This Chapter shall be implemented through the Landscape Documentation Package application process. The Planning Commission may impose additional measures or conditions on the approval of applications for discretionary planning entitlements to further the purposes of this Chapter.

A. Application submittal. Prior to issuance of a building or related construction permit, the applicant shall submit a Landscape Documentation Package on forms supplied by the Community Development Department accompanied by a fee set by resolution of the City Council. The Package shall include:

1. A landscape design plan prepared by a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape in accordance with the provisions of the California Business and Professions Code Section 5640 et seq. relating to the practice of landscape architecture, and shall comply with all of the requirements of and contain the certification of compliance set forth in Section 492.6 of the Model Efficient Landscape Ordinance.

2. An irrigation design plan prepared by a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized to design an irrigation system in accordance with the provisions of the California Business and Professions Code Section 5640 et seq. relating to design of irrigation systems, and shall comply with all of the requirements of and contain the certification of compliance set forth in Section 492.7 of the Model Efficient Landscape Ordinance.

3. A grading design plan prepared by a licensed civil engineer or other qualified professional as authorized by law, and shall comply with all of the requirements of and contain the certification of compliance set forth in Section 492.8 of the Model Efficient Landscape Ordinance.

4. A soils management plan completed by the applicant or his/her designee shall comply with all of the requirements of Section 492.5 of the Model Efficient Landscape Ordinance.

5. A Water Efficient Landscape Worksheet prepared by the applicant or his/her designee that complies with all of the requirements of Section 492.4 of the Model Efficient Landscape Ordinance.

B. Application review. The Community Development Director or his or her designee shall review the Landscape Documentation Package for compliance with this Chapter and approve, approve with conditions, or deny the application if the Director determines that the submittal does not comply with the requirements of this Chapter. Plans, worksheets, and related documents required by this Chapter and the construction permit process shall be modified consistent with approval of the Landscape Documentation Package.

C. Compliance verification.

1. Prior to a request for final landscape or final occupancy inspection, the preparer of the landscape design plan or irrigation design plan or the licensed landscape contractor shall inspect the installation and submit a Certificate of Completion certifying that the installation substantially conforms to the approved Landscape Documentation Package or modifications thereto approved by the City and documented on As-Built plans.

2. No building or other equivalent construction permit shall be issued unless and until the Certificate of Completion required by Subsection (C)(1) of this Section has been included on the final landscape plan submitted for plan check approval.

3. No building or other equivalent construction permit shall be given a final landscape inspection or issued a permanent Certificate of Occupancy until the Community Development Department approves the Certificate of Completion. Upon a

decision to deny the Certificate of Completion, the applicant may modify and resubmit the application, apply for an exception from standards, or appeal the decision.

D. Exceptions from standards.

1. Requests for exceptions shall be in writing and shall be submitted to the Community Development Director at the time the application is submitted to the City for review, or within a reasonable amount of time after the applicant determines or is informed that compliance with a requirement in this Chapter is infeasible. Requests for exceptions must be accompanied by documentary evidence supporting the finding of equivalent or greater water conservation accompanied by a fee set by resolution of the City Council.

2. Exceptions to the standards set forth in Section 8.60.060 may be approved or conditionally approved by the Community Development Director or by the Planning Commission as part of the approval of a discretionary planning entitlement, upon making a finding based on substantial evidence that the exception will provide equivalent or greater water conservation than would be otherwise achieved by applying the standard.

E. Appeals. The decision of the Community Development Director may be appealed to the Planning Commission, and a decision of the Planning Commission may be appealed to the City Council, within ten (10) days of the decision. A written request shall be submitted to the City Clerk stating the grounds for the appeal accompanied by a fee adopted by resolution of the City Council. The City Council shall review the appeal at the next meeting that the item may be heard.

Section 6. Section 8.60.060 of the Hermosa Beach Municipal Code is hereby amended in its entirety to read as follows:

8.60.060 Standards for new or rehabilitated landscapes.

New or rehabilitated landscape projects shall be designed and managed to use the minimum amount of water required to maintain plant health. New or rehabilitated landscape projects shall comply with all of the requirements of the Model Efficient Ordinance and the following, whichever is more restrictive, unless an exception is granted pursuant to Section 8.60.050(D).

A. Plant material.

1. Plant species and landscape design shall be adapted to the climate, soils, topographical conditions, and shall be able to withstand exposure to localized urban conditions such as pavement heat radiation, vehicle emissions and dust, and urban runoff. Water conserving plant and turf species shall be used.

2. Plant species or specifications shall comply with any official list of species, guidelines or regulations adopted by the City to the extent that such lists, guidelines or regulations do not conflict with this Chapter.

3. Plants listed in the current Invasive Plant Inventory for the southwest region by the California Invasive Plant Council or similar source acceptable the Community Development Director are prohibited, except for known non-fruiting, non-invasive, sterile varieties or cultivars. Plants known to be susceptible to disease or pests in this Climate Zone six (6) shall not be used.

4. The landscape area of projects proposing exclusively commercial or industrial uses shall be designed using exclusively water conserving plants. There shall be no turf in non-residential areas. Single family residential, multi-family residential, mixed use and institutional use projects shall be designed with not more than twenty (20) percent of the total landscaped area in turf or high water use plants in the Water Use Classification for Landscape Species (WUCOLS). Turf may be used as a bio-swale or bio-filter or for functional purposes such as active recreational areas as determined by the Community Development Director. Public agencies shall be exempt from this requirement.

5. Turf shall not be allowed on slopes greater than twenty (20) percent. Where the toe of the slope is adjacent to an impermeable surface, alternatives to turf should be considered on slopes exceeding twenty (20) percent, meaning one (1) foot of vertical elevation change for every four (5) feet of horizontal length. Approved turf areas may be watered at 1.0 of the reference evapotranspiration (ET_o).

6. Planted areas shall be covered with a minimum of three (3) inches of organic mulch, except in areas covered by groundcovers or within twenty-four (24) inches of the base of a tree, or where a reduced application is indicated. Additional mulch material shall be added from time to time as necessary to maintain the required depth of mulch.

7. Species and landscape design shall complement and to the extent feasible in compliance with this Chapter be proportional to the surroundings and streetscape and incorporate deciduous trees to shade west and south exposures. Landscaping shall not interfere with safe sight distances for vehicular traffic, the vision clearance in Section 17.46.060, height restrictions for hedges in 17.46.130, pedestrian or bicycle ways, or overhead utility lines or lighting.

B. Water features, pools and spas.

1. Recirculating water systems shall be used for water features. Where available, recycled water shall be used as a source for decorative water features.

2. Pools and spas shall be equipped with a cover and covered overnight and daily when use is concluded.

C. Grading and runoff. Landscape design shall minimize soil erosion and runoff.

1. Grading plans shall avoid disruption of natural drainage patterns to the extent feasible.

2. Grading plans shall demonstrate that normal rainfall and irrigation will remain within the property lines and not drain onto impermeable surfaces, walkways, sidewalks, streets, alleys, gutters, or storm drains.

3. Plans and construction shall protect against soil compaction within landscape areas.

4. Stormwater best management practices to minimize runoff, to increase on-site retention and infiltration, and control pollutants shall be incorporated into project plans. Rain gardens, cisterns, swales, structural soil, permeable pavement, connected landscape areas, and other landscape features and practices that increase onsite rainwater capture, storage and infiltration, emphasizing natural approaches over technology-based approaches that require ongoing maintenance, shall be considered during project design. Plans and practices shall comply with Chapter 8.44.

D. Irrigation systems.

1. An automatic irrigation system using either evapotranspiration or soil moisture sensor data, with a rain shut-off sensor, shall be installed. All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard. All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

2. An irrigation efficiency of 0.75 for overhead spray devices and 0.81 for drip systems shall be used for the purpose of determining Maximum Applied Water Allowance. Irrigation systems shall be designed, maintained, and managed to meet or exceed this efficiency. Landscapes using recycled water are considered Special Landscape Areas, where the ET Adjustment Factor shall not exceed 1.0.

3. The irrigation system shall be designed to prevent water waste resulting in runoff, overspray, or similar conditions where irrigation water ponds or flows onto non-irrigated areas, walkways, sidewalks, streets, alleys, gutters, storm drains, adjacent property, or similar untargeted areas. Runoff to other permeable or impermeable surfaces shall not be allowed.

4. Narrow or irregularly shaped areas, including turf less than eight (8) feet in width in any direction, shall be irrigated with subsurface irrigation or low volume above-ground irrigation system.

5. Overhead irrigation shall not be permitted within two (2) feet of any impermeable surface. Drip, drip line, or other low flow non-spray technology shall be used.

6. All sprinklers shall have matched precipitation rates within each valve and circuit. All irrigation systems shall be designed to include optimum distribution uniformity, head to head spacing, and setbacks from sidewalks, pavement and impermeable surfaces.

7. All irrigation systems shall provide backflow prevention devices in accordance with the current edition of the California Building/Plumbing Code and check valves at the low end of irrigation lines to prevent unwanted draining of irrigation lines. Pressure regulators may be required if the pressure at the sprinkler head exceeds the manufacturer's recommended optimal operating pressure.

8. Reclaimed water and graywater irrigation systems shall be used when reasonably feasible and shall conform to the current edition of the California Building/Plumbing Code, and all other applicable local, state and federal laws.

E. Irrigation system hydrozones.

1. The irrigation system shall conform to the hydrozones of the landscape design plan.

2. Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use where the plant factor of the higher water using plant is used for calculations. No hydrozone shall mix high and low water use plants.

3. Sprinkler heads and other emission devices shall be appropriate for the plant type within that hydrozone. Where feasible, trees shall be placed on separate valves from turf, shrubs and groundcovers.

4. No landscape plan or restriction of any type, including those applicable to common interest developments such as condominiums, shall prohibit or include conditions that have the effect of prohibiting native or water conserving plants.

F. Landscape and irrigation maintenance.

1. All landscape and related elements shall be designed and properly maintained to insure long-term health and shall maintain conformance with the requirements of this Chapter.

2. Irrigation scheduling shall be regulated by automatic irrigation controllers.

3. Watering hours and duration shall be scheduled compliant with the requirements of Chapter 8.56.

4. A regular maintenance schedule shall include, but not be limited to, routine inspection, adjustment and repair of the irrigation system, aerating and dethatching turf areas, replenishing mulch, fertilizing, pruning, weeding and removing any obstruction to emission devices.

5. Repair of all irrigation equipment shall be promptly undertaken, using the originally installed components, or equivalent or enhanced components compatible with the irrigation system.

6. Landscape areas shall be permanently maintained and kept free of weeds, debris and litter; plant materials shall be maintained in a healthy growing condition and diseased or dead plant materials shall be replaced, in kind, pursuant to the approved plans within thirty (30) days. Alternatively, diseased or dead plant materials may be replaced with plant materials that have low water needs, as rated in the current edition of the Water Use Classification of Landscape Species.

7. The use, storage and disposal of all landscape and lawn care products shall comply with all manufacturer's specifications and applicable laws, and minimize the discharge of pollutants to the environment.

G. Notwithstanding the requirements of this Section, landscape design and maintenance shall additionally comply with the requirements of Chapters 8.44 and 8.56, Title 17 (Zoning), any other applicable provisions of this code, and the requirements of a development permit, whichever is more restrictive.

Section 7. Section 8.60.070 of the Hermosa Beach Municipal Code is hereby repealed in its entirety.

Section 8. CEQA Exemption. The City Council hereby determines that this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.), because pursuant to State CEQA Guidelines section 15307 (Cal. Code Regs., tit. 14, § 15307), this Ordinance is covered by the CEQA Categorical Exemption for actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The adoption of this Ordinance will result in the enhancement and protection of water resources in the City, and will not result in cumulative adverse environment impacts. It is therefore exempt from the provisions of CEQA. The City Council hereby directs the City Manager or designee to prepare and file a Notice of Exemption as soon as possible following adoption of this Ordinance.

Section 11. Severability. If any section, subsection, subdivision, sentence, clause, or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decisions shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase

thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional.

Section 12. Effective Date. Pursuant to California Government Code section 36937, this ordinance shall take effect thirty (30) days after its final passage.

Section 13. Certification. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Hermosa Beach's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and cause it to be published or posted in accordance with California law.

PASSED, APPROVED and ADOPTED this ____ day of _____ 2021.

VOTE:	AYES:	_____
	NOES:	_____
	ABSTAIN:	_____
	ABSENT:	_____

MAYOR of the City of Hermosa Beach, California

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



Staff Report

Staff Report

REPORT 21-0373

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

ORDINANCE TO REGULATE OUTDOOR LIGHTING (Building and Code Enforcement Official Robert Rollins)

Recommended Action:

Staff recommends City Council introduce on first reading, an Ordinance of the City of Hermosa Beach adding Chapter 8.72 to Title 8 of the Hermosa Beach Municipal Code; amending Chapter 1.10; and finding the action exempt from the California Environmental Quality Act (**Attachment 1**).

Executive Summary:

The City will introduce on first reading an ordinance establishing standards for outdoor lighting. The regulations would enable Code Enforcement to address issues created by excessive and intrusive lighting in residential zones, as well as from residential and commercial properties onto the Strand and the beach.

Background:

Since October 2020, the City has received complaints regarding bright floodlights mounted above the second-floor balcony of a home in the north part of the Strand aimed at the beach. Upon inspection, Code Enforcement identified three additional residential properties, in the same block, that had also installed large floodlights aimed at the beach.

The floodlights were found to cast bright illumination across the Strand and about halfway across the beach. This unregulated bright illumination creates light pollution inconsistent with the scenic landscape as identified in PLAN Hermosa and creates a nuisance to neighbors. Further, it can detract from public safety as it creates inconsistent illumination in public spaces. In responding to these complaints, staff realized that existing nuisance provisions in the Municipal Code are insufficient to address inconsistent lighting and light pollution issues throughout all residential areas in the City.

Discussion:

The proposed ordinance would establish standards for outdoor lighting. The regulations would limit excessive light and glare to avoid unwanted illumination of adjacent property. Outdoor light fixtures

Staff Report

REPORT 21-0373

on residential properties shall essentially only emit light onto the property on which the light source is located, consistent with these standards included in the proposed ordinance:

- 1. Light fixtures shall be equipped with prismatic diffusing lenses or other suitable shielding to ensure that the light source (or light bulb) is not directly visible from the public right-of-way or from any abutting property;*
- 2. Light fixtures shall be high-efficiency, fully shielded, down cast (emitting no light above the horizontal plane of the fixture), and installed so as to ensure light does not spill beyond property line of the property on which the light source is located; and*
- 3. Flashing, blinking, or otherwise moving lights are prohibited, except for temporary holiday lights.*

The proposed ordinance would also prohibit outdoor lighting, on either commercial or residential properties, aimed at the Strand or the beach:

Except for lighting operated by the City or permitted by another provision of this Code, mercury vapor lights, searchlights, laser lights, or any light fixture with a high intensity discharge lamp or bulb, including floodlights and spotlights, shall not be used on commercial or residential structures in a manner that illuminates the Strand or the beach.

The only lighting exempt from the provision of the ordinance would include temporary lighting for public works projects, law enforcement, and other public lighting.

Staff recommends City Council consider the proposed ordinance, which would facilitate Code Enforcement's efforts to abate non-conforming lighting and minimize issues created by excessive and intrusive lighting.

General Plan Consistency:

This report and associated recommendation have been evaluated for their consistency with the City's General Plan. Relevant Policies are listed below:

Land Use Element

Goal 1. Create a sustainable urban form and land use patterns that support a robust economy and high quality of life for residents.

Policies:

- **1.7 Compatibility of uses.** Ensure the placement of new uses does not create or exacerbate nuisances between different types of land uses.

Staff Report

REPORT 21-0373

Parks + Open Space Element

Goal 5. Scenic vistas, viewpoints, and resources are maintained or enhanced.

Policies:

- **5.7 Light pollution.** Preserve skyward nighttime views and lessen glare by minimizing lighting levels along the shoreline.

Fiscal Impact:

There is no fiscal impact to the City associated with the recommended action.

Attachments:

1. Draft Ordinance

Respectfully Submitted by: Robert Rollins, Building and Code Enforcement Official

Concur: Ken Robertson, Director Community Development Department

Paul LeBaron, Chief of Police

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, City Manager

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF HERMOSA BEACH
ADDING CHAPTER 8.72 (OUTDOOR LIGHTING
STANDARDS) TO TITLE 8 OF THE HERMOSA BEACH
MUNICIPAL CODE; AMENDING CHAPTER 1.10
(ADMINISTRATIVE CITATIONS AND PENALTIES); AND
FINDING THE ACTION EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The City Council of the City of Hermosa Beach does ordain as follows:

Section 1. Title 8 of the Hermosa Beach Municipal Code is hereby amended to add Chapter 8.72 to read as follows:

Chapter 8.72

OUTDOOR LIGHTING STANDARDS

Sections:

8.72.010 General Requirements.

8.72.020 Exemptions.

8.72.030 Violations.

8.72.010 General Requirements.

- A. Excessive light and glare shall be limited by the use of appropriate light fixtures and lighting methods which avoid unwanted illumination of adjacent property. Illumination is considered excessive if it prevents normal perception of objects beyond or in the vicinity of the light.
- B. Outdoor light fixtures on residential properties shall be designed, installed and maintained so as to emit light only onto the property on which the light source is located consistent with the following standards:
 - 1. Light fixtures shall be equipped with prismatic diffusing lenses or other suitable shielding to ensure that the light source (or light bulb) is not directly visible from the public right-of-way or from any abutting property.
 - 2. Light fixtures shall be high-efficiency, fully shielded, down cast (emitting no light above the horizontal plane of the fixture), and installed so as ensure light does not spill beyond the property line of the property on which the light source is located.

3. Flashing, blinking, or otherwise moving lights are prohibited, except for temporary holiday lights.
- C. Except for lighting operated by the City or permitted by another provision of this Code, mercury vapor lights, search lights, laser lights, or any light fixture with a high intensity discharge lamp or bulb, including flood lights and spot lights, shall not be used on commercial or residential structures in a manner that illuminates the Strand or the beach.

8.72.020 Exemptions.

The following outdoor lights shall be exempt from the provisions of section 8.72.010:

- A. Temporary lighting used for the construction or repair of roadways, utilities, and other public infrastructure, or temporary lighting required by emergency services personnel or law enforcement.
- B. Lighting used on any publicly owned building or infrastructure.

8.72.030 Violations.

Violations of this chapter may be punished by administrative penalties according to the provisions of Chapter 1.10.

Section 2. Section 1.10.040, subsection (A) of Title 1, Chapter 1.10 of the Hermosa Beach Municipal Code (“Code violations subject to administrative penalty procedures”) is hereby amended to add a new paragraph 22 to read as follows:

22. Chapter 8.72, Outdoor Lighting Standards.

Section 3. Severability. If any provision of this ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect any remaining provision hereof. The City Council of the City of Hermosa Beach hereby declares that it would have adopted this ordinance despite any partial invalidity.

Section 4. Environmental Review. The City Council finds that adoption of the foregoing regulations on outdoor lighting is exempt from the California Environmental Quality Act (“CEQA”). This ordinance prohibits property owners from using flood lights or other bright outdoor lighting that interfere with the community’s enjoyment of the beach and the night sky. The measure protects against light pollution, and it is designed to reduce the adverse impacts of excessive light and glare from artificial sources. As such, there is no possibility that its adoption would adversely affect the environment in any manner that could be significant under CEQA. 14 Cal. Code Regs. § 15061(b)(3). The measure also qualifies for the Class 8 exemption for agency actions taken to assure the maintenance, restoration, enhancement, or protection of the

environment. 14 Cal. Code Regs. § 15308. By regulating residents' use of outdoor lighting, the ordinance assures the protection of the City's night sky and evening beach environment.

Section 5. Effective Date. This ordinance shall take effect thirty (30) days after its passage and adoption pursuant to California Government Code section 36937.

Section 6. Nonconforming Lighting. Outdoor lighting generated from any property which does not conform to the provisions of this chapter shall be removed, rendered permanently inoperable or otherwise brought into compliance with this chapter not later than ninety (90) days after the effective date of this Ordinance.

Section 7. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published or posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2021.

VOTE: AYES:
 NOES:
 ABSTAIN:
 ABSENT:

MAYOR of the City of Hermosa Beach, California

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



Staff Report

Staff Report

REPORT 21-0323

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

**PARTICIPATION IN BEACH CITIES TRANSIT (BCT) LINE 109 AGREEMENT, WITH NO
REQUIRED FINANCIAL CONTRIBUTION FROM THE CITY FOR FISCAL YEAR 2021-2022, WITH
THE CITIES OF EL SEGUNDO, MANHATTAN BEACH AND REDONDO BEACH, FUNDED FROM
PROPOSITION A FUNDS**

(Community Development Director Ken Robertson)

Recommended Action:

Staff recommends City Council:

1. Approve participation for one year along with the other beach cities, with no required financial contribution from the City for Fiscal Year 2021-2022; and
2. Direct the Mayor to sign the Agreement on behalf of the City.

Executive Summary:

The Beach Cities Transit (BCT) Line 109 provides service for a portion of former Line 439 that was discontinued by Metro in 2006. Since that time, Hermosa Beach along with the cities of El Segundo, Manhattan Beach, and Redondo Beach have participated in a cost-share agreement to provide funding for BCT Line 109 operation. BCT Line 109 route runs from Redondo Beach Riviera Village to LAX City Bus Center. The City of Redondo Beach is a municipal transit operator and annually receives dedicated transit funds under the Formula Allocation Procedures (FAP), which incorporates transit performance data to allocate transit funding. The Los Angeles County Metropolitan Transportation Authority (MTA) allocates the FAP funds, consisting of dedicated Proposition A and C, Measure R and Measure M funds, in addition to other dedicated transit funding, to the municipal transit operators. BCT Line 109 is funded through this combination of regional FAP transit funds, fare revenues from riders, and dedicated Proposition A Local Return Transportation Funds. Redondo Beach estimates BCT Line 109 will be fully-funded by the dedicated transit funding and other State funds.

Background:

On July 1, 2006, Redondo Beach and Hermosa Beach entered into a Transit Service Operation Agreement to enable BCT Line 109 to take over public transportation services for the discontinued Los Angeles County MTA Line 439 for a two-year term. Redondo Beach and Hermosa Beach

Staff Report

REPORT 21-0323

subsequently entered into new agreements relating to Line 109 in 2008, 2010, 2011, 2012, 2013, 2015, 2017, 2019, and 2020. The 2020 Agreement is set to expire on June 30, 2021, and the participating cities desire to enter into a new agreement on the terms and conditions set forth in the attached agreement.

This Agreement would be effective as of July 1, 2021 and would have a one-year term expiring on June 30, 2022, given that there is not a need for City funding contribution for FY 2021-2022.

Past Council Actions

Meeting Date	Description
May 26, 2020	Approval of participation in Beach Cities Transit (BCT) Line 109 one-year agreement
May 28, 2019	Approval of participation in Beach Cities Transit (BCT) Line 109 one-year agreement
June 15, 2017	Approval of participation in Beach Cities Transit (BCT) Line 109 two-year agreement
June 9, 2015	Approval of participation in Beach Cities Transit (BCT) Line 109 two-year agreement
June 25, 2013	Approval of participation in Beach Cities Transit (BCT) Line 109 two-year agreement
June 16, 2012	Approval of participation in Beach Cities Transit (BCT) Line 109 one-year agreement
April 26, 2011	Approval of participation in Beach Cities Transit (BCT) Line 109 one-year agreement
July 27, 2010	Approval of participation in Beach Cities Transit (BCT) Line 109 one-year agreement
November 25, 2008	Approval of participation in Beach Cities Transit (BCT) Line 109 two-year agreement
June 1, 2006	Approval of participation in Beach Cities Transit (BCT) Line 109 two-year agreement

Analysis:

BCT initially estimated the FAP fund sources will fully cover the operating expenses and costs associated with the installation of Real-Time Information (RTI) capital equipment and systems, and related operation expenses. Therefore, the City's contribution for FY 2021-22 shall be \$0.

Coronavirus disease 2019 (COVID-19) has impacted BCT services since March 2020 and may

Staff Report

REPORT 21-0323

continue into all or portions of FY 2021-22. Since the previous agreement, BCT has resumed a weekday schedule for Line 109, however, late trips remain cancelled. BCT has also resumed front door boarding and rear door exiting. Collection of fares is not being enforced at this time and ridership on Line 109 continues to remain low. The ridership between June 2020 and February 2021 was 50,020, which is approximately 40%-50% of pre-COVID ridership.

Staff continues to monitor ridership, and COVID-19 emergency orders by the Redondo Beach City Manager, Los Angeles County, and the State to determine future BCT service schedules. Service will be restored to regular hours as soon as public health conditions improve in Los Angeles County. Public notices and all updates regarding the service modifications were provided to the beach cities partners, posted on the Beach Cities Transit webpage, and on Twitter page @RedondoBeachBCT.

Redondo Beach awarded a new agreement to Transportation Concepts, Inc. on May 5, 2020 for Fiscal Years 2020-2021 through 2022-2023 with an option to extend two years through Fiscal Year 2024-25. The new agreement with Transportation Concepts will increase service costs. However, Redondo Beach will have reduced Compressed Natural Gas (CNG) fuel costs, due to the new CNG fueling station that was recently installed at the Redondo Beach public works yard. While the impacts of COVID-19 on dedicated transit funding for the next year are still being determined, BCT will receive an allocation of the Federal Coronavirus Aid, Relief and Economic Security (CARES) Act, and the American Rescue Plan Act for funding to assist with the funding of COVID-19 related expenses such as operations, cleaning and supplies, and lost revenue.

BCT will fully fund the operating expenses incurred by the transit contractor, and fuel expenses. Operating expenses are incorporated in the service hour rates and include without limitation, driver wages, general administration and overhead, and maintenance costs. In addition, BCT awarded a contract to GMV Syncromatics to provide Real-Time Information (RTI) services on the transit buses and is in the process of installing Real-Time Information (RTI) capital equipment and systems, and related operation expenses. The system has been operational since September 2020. RTI System expenses include without limitation, capital equipment, passenger/administration interface programs, cellular and internet hosting of RTI services and report management programs. RTI allows passengers to receive real-time, up-to-date transit information provided by vehicle GPS tracking to predict when the next vehicle will arrive at any given transit stop, thereby reducing wait times and the reliance on schedules. This system improves customer service, increases customer satisfaction, and improves visibility of transit in the community. RTI can be received through phone, website, smartphone applications and SMS text messaging. RTI is also available to users of Google Maps which will include live arrival and departure times to bus stops and service alerts.

Redondo Beach is also moving forward with enhancing future public transit in the South Bay region. Construction of the new transit center, located at 1521 Kingsdale Avenue in Redondo Beach, is anticipated to be completed fall of this year. The transit center is planned to be operational by

Staff Report

REPORT 21-0323

January 2022. It will include 12 bus bays, a passenger waiting area, automated transit ticket machine, driver operator lounge, bike facilities, and 339 parking spaces. The transit center will be a major transit connection, served by Metro, Torrance Transit, GTrans, Lawndale Beat, and BCT. In addition, this location is under consideration as a rail stop for the Metro Green Line Rail Extension.

General Plan Consistency:

This report and associated recommendation have been evaluated for their consistency with the City's General Plan. Relevant Policies are listed below:

Mobility Element

Goal 1. Complete Streets that serve the diverse functions of mobility, commerce, recreation, and community engagement for all users whether they travel by walking, bicycling, transit, or driving.

Policy:

- **1.1 Consider all modes.** Require the planning, design, and construction of all modes of travel to create safe, livable and inviting environments for all users of the system.

Goal 3. Public right-of-ways supporting a multimodal and people-oriented transportation system that provides diversity and flexibility on how users choose to be mobile.

Policy:

- **3.4 Access opportunities.** Provide enhanced mobility and access opportunities for local transportation and transit services in areas of the city with sufficient density and intensity of uses, mix of appropriate uses, and supportive bicycle and pedestrian network connections that can reduce vehicle trips within the city's busiest corridors.

Fiscal Impact:

It was determined that there are no funding shortfalls for the transit service, therefore Redondo Beach is not requesting a City contribution for FY 2021-2022. Since there is no contribution required for FY 2021-2022, no request to appropriate Proposition A funds for BCT Line 109 will be included the 2021-22 Preliminary Budget.

BCT Line 109 Cost-Sharing Estimates Discussion for Fiscal Year 2021-2022

The estimated annual operating cost to operate regular service for BCT Line 109 is approximately \$1,665,000. The services would be funded by Relief and Economic Security (CARES) Act, Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA), American Rescue Plan Act (ARPA), and Proposition A Local Return Funds. However, due to the current COVID-19 pandemic, BCT services and projected revenues have been impacted.

On March 23, 2020, BCT Line 109 services were modified to operate on reduced service hours, a

Staff Report

REPORT 21-0323

suspension of pass sales and fare collections, and decreased ridership. At this time, Redondo Beach staff anticipates this operation model to continue into the next year, pending directives by the City, the Los Angeles County Public Health Department, and the State.

In the past BCT Line 109 budget estimates have been provided, however due to the COVID-19 impacts on service hour operations, fare revenues, and FAP and Local Return Funding, the FY 2021-22 budget estimates are uncertain. While BCT will also receive Federal CARES Act funding, the fund distribution estimates have not been finalized by MTA at the time of this report. Redondo Beach will provide an estimated budget when the information becomes available.

Agreement Request		
Request Amount	FY 2021-22 Budget Dept. Account	Total Contract Amount
\$0	145-3412-4251	\$0

Attachments:

1. Transit Service Operation Agreement for Fiscal Year 2021-2022

Respectfully Submitted by: Carlos Luis, Associate Planner

Concur: Ken Robertson, Community Development Director

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, City Manager



Staff Report

Staff Report

REPORT 21-0386

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021

FRIENDS OF THE LIBRARY RELOCATION AND LEASE AGREEMENT

(Brandy Villanueva, Emergency Management Coordinator)

Recommended Action:

Staff recommends City Council:

1. Approve a Lease Agreement between the City of Hermosa Beach and Friends of the Library to facilitate its relocation and future storage requirements; and
2. Authorize the Mayor to execute and the City Clerk to attest the agreement subject to approval by the City Attorney (**Attachment 4**).

Executive Summary:

In 2017, City Council approved the purchase and installation of a structure on the North side of the Hermosa Self-Storage property for the relocation of Friends of the Library. The project was subsequently placed on hold by City Manager Gonzalez. The relocation project was revisited in 2020 to determine the next steps to successfully move Friends of the Library (FOL) and continue to secure Bard Street and the City's first responders. Staff has completed discussions with FOL and recommends City Council approval of a lease agreement outlining the terms of the relocation.

Background:

Friends of the Library is a non-profit corporation created to provide financial and charitable assistance to the Hermosa Beach Library for the purchase of books, magazines, and records for use by the general public. Friends of the Library was founded in 1959 and has provided over 60 years of service to the community in providing a book donation location, book sales, and charitable donations of materials to the Hermosa Beach Library. The organization currently maintains a bookstore, located behind City Hall, on Bard Street.

At its regular meeting on July 25, 2017, City Council approved a Resolution authorizing the closure of Bard Street, south of Pier Avenue, for the purpose of securing our public safety facilities. In addition to closing the street to vehicular traffic, City Council authorized the installation of fences and gates around Bard Street; a panic alarm and electronic access system; and security system with video and audio. As a result of the area closure, the purchase and installation of a structure on the North side

Staff Report

REPORT 21-0386

of the Hermosa Self-Storage was approved for the relocation of Friends of the Library. At the time of approval, the cost estimate of a new 15 foot by 60 foot structure was approximately \$45,000. The project was to include placement on a concrete slab, skylights, dry-wall, and air conditioning. The staff report for this item is included as **Attachment 1**.

Following the July 2017 City Council meeting, Public Works released a Notice Inviting Bids for CIP 17-683 Construction of a New Retaining Wall and Prefabricated Building Foundation (**Attachment 2**). Five bids were received ranging in price from \$93,330-\$123,310. The bid cost was in addition to the \$45,000 required to purchase the prefabricated building. It was determined by the City Manager that the project should be placed on hold because the additional retaining wall and foundation costs were higher than the City Council approved amount of \$45,000.

In March of 2020, the State implemented a Safer at Home order, which included a quarantine order only allowing residents to access essential services, thereby closing the Friends of the Library bookstore until further notice. In May of 2020, civil unrest throughout the county, state, and nation highlighted the critical and emergent need to continue with increasing the security and safety of the City's Police and Fire personnel. The Los Angeles County Fire Department (LACoFD) moved into the renovated Fire Station in September of 2020, vacating the Bard trailer and retuning to emergency response from the apparatus bay of the Station, exiting onto Pier Ave.

In a continual effort to provide a safe and secure working environment for the Hermosa Beach first responders and to allow for operation of the Friends of the Library bookstore, it is important to finalize the last component of the Bard Street project, which is the Friends of the Library relocation. As a result, the Friends of the Library relocation was revisited in fall of 2020.

Past Council Actions

Meeting Date	Description
July 25, 2017	City Council Approval of Resolution Authorizing Bard Street Closure and Friends of the Library Relocation

Discussion:

The City of Hermosa Beach has been working with the Friends of the Library Board to identify a location to relocate the FOL bookstore. Staff from the City Manager's Office, Police Department, Community Resources, and Public Works have been working with the Board since the fall of 2020 with the following objectives:

1. Identify a suitable alternative to the current FOL bookstore location;
2. Develop a list of improvements to ensure the new location will benefit FOL; and
3. Develop a Lease Agreement between the City and Friends of the Library.

Staff Report

REPORT 21-0386

Staff and Friends of the Library started the relocation discussions with the following shared understanding:

1. The relocation will be to a temporary location. The long-term goal is to co-locate the Friends of the Library bookstore with a future renovated Hermosa Beach Library;
2. The current Friends of the Library location would not be able to reopen during the COVID-19 restrictions; and
3. The safety and security of the City's first responders is critical, therefore keeping the Friends of the Library on Bard Street would cease.

It was imperative that the City and Friends of the Library work together to find a new location to ensure the organization can return to providing the services and charitable donations they have provided for the past 60 years to the community.

New Location

City staff and Friends of the Library Board Members developed a list of potential new locations for the Bard Street bookstore (**Attachment 3**). Together, the staff and volunteers toured each location to determine the feasibility of operating the bookstore in the various locations. After much deliberation, the best solution for a location is the storage shed located at the Community Center, shared with the Kiwanis Christmas tree lot supplies. Although Friends of the Library will be losing square footage, the location would hopefully increase patrons since it would be located next to the Community Center gym with increased foot traffic. In addition, there is ample parking and ADA accessibility will be incorporated into the space improvements.

The storage shed is currently utilized by the City Manager's Office, Emergency Management Division, to store emergency preparedness supplies including Community Emergency Response Team (CERT) supplies. Alternate storage locations for these supplies were identified and upon approval of the relocation project, the supplies will be relocated. Once the permanent location for the Friends of the Library is identified and the storage shed is vacated, the storage facility will be returned to the Emergency Management Division of the City for repurposing.

Lease Agreement Terms

The City and Friends of the Library would enter into a three-year Lease Agreement (**Attachment 4**) for the new location with three additional one-year extensions available. Friends of the Library would pay an annual lease amount of \$1 per year and provide the City with the appropriate level of insurance coverage. An annual discussion would be held between the City and Friends of the Library Board to plan for and address any needs.

Space Improvements and Costs

The table below includes the list of mutually agreed upon site improvements to transform the space

Staff Report

REPORT 21-0386

into the new Friends of the Library bookstore. The City would be financially responsible for a total of \$27,800 in improvements, which includes \$24,700 of City only expenses and a cost share of \$3,100 for the AC/Heater split unit. Friends of the Library would be financially responsible for a total of \$13,550, which includes \$10,450 of Friends of the Library only expense and a cost share of \$3,100 for an AC/Heater split unit.

APPROVED ALTERATIONS TO THE STORAGE BUILDING

Improvement	Cost	Responsibility	Timeline
Light, Electrical, Painting Upgrades	\$1,500	City	4 weeks from execution
Side Door: ADA Accessible	\$3,200	City	4 weeks from execution
ADA Accessible Route to the facility	\$20,000	City	Start - Mid to Late July
AC/Heater Split Unit	\$6,200	City/Friends of the Library 50/50 Split	4 weeks from execution
Skylights (6) 20 X 48	\$4,200	Friends of the Library	4 weeks from execution
Signage	\$2,000	Friends of the Library	Will be approved by the City prior to installation
Bookshelves	\$3,000	Friends of the Library	FOL Installation following the City improvements
Office Furniture	\$750	Friends of the Library	FOL installation following the City improvements
Moving Costs	\$500	Friends of the Library	
Total Cost	\$41,350		

The City worked with the Friends of the Library Board to submit a grant with Cal Water to offset the cost of the AC/Heater unit. Should it receive the grant, which is a maximum of \$4,000, the cost share between the City and Friends of the Library for the AC/Heater unit will be decreased to \$1,100 per entity. In addition, the City has been exploring alternatives to purchasing boxing materials. The City has shared and encouraged Friends of the Library to pick up boxes from large box stores such as Costco and Sam's Club, which would be free.

Relocation Timeframe

If approved, the relocation project would be completed in the following two phases:

Phase 1-Site Improvements, July 2021

Staff Report

REPORT 21-0386

The City would move the emergency management supplies to new storage locations and begin the site specific improvements. The improvements to the actual facility should take two to four weeks depending on the availability of the contractors and supplies. Once the City has completed the site-specific improvements, phase 2 would begin.

The ADA access route would be implemented upon the commencement of the CIP street improvement projects 186 and 190 which are anticipated to start in mid to late July. The CIP projects would not prevent the transition to Phase 2 of the relocation.

Phase 2-Friends of the Library Move, August 2021

Upon the completion of Phase 1, Friends of the Library would be able to gain access into the facility to begin moving which includes the building and installation of shelving, transporting books and furniture to the new location. The City has connected Friends of the Library with agencies who are interested in volunteering to assist with the physical moving of the materials.

Based on the information provided, staff recommends that City Council approve the proposed Lease Agreement authorizing relocation of Friends of the Library bookstore.

General Plan Consistency:

This report and associated recommendation have been evaluated for their consistency with the City's General Plan. Relevant Policies are listed below:

Governance

Goal 1. A high degree of transparency and integrity in the decision-making process.

- **1.6 Long-term considerations.** Prioritize decisions that provide long-term community benefit and discourage decisions that provide short-term community benefit but reduce long-term opportunities.

Safety Element

Goal 5. High quality police and fire protection services provided to residents and visitors.

- **5.1 Crime deterrence.** Regularly evaluate the incidence of crime and identify and implement measures to deter crime.

Fiscal Impact:

Friends of the Library will pay an annual lease amount of \$1 and provide the City with the appropriate level of insurance coverage.

Staff Report

REPORT 21-0386

The relocation of Friends of the Library would have a fiscal impact. The City would be responsible for approximately \$27,800 of the total project cost of \$41,350. A total of \$20,000 is incorporated into the street improvement projects CIP 186 and 190 earmarking an ADA route from the public parking to the facility. The remaining \$7,800 (electrical/lighting/painting/ADA door/AC unit cost share) will be transferred from Prospective Expenditures and due to the timing of the project will be reappropriated to the Fiscal Year 2021-22 Budget for completion in the next fiscal year.

Attachments:

1. July 25, 2017 Staff Report: Bard Street Gate and Fencing for Public Safety (FD & PD)
2. CIP 17-683 Construction of a new retaining wall and prefabricated building foundation
3. Possible FOL Location Options
4. Draft Lease Agreement

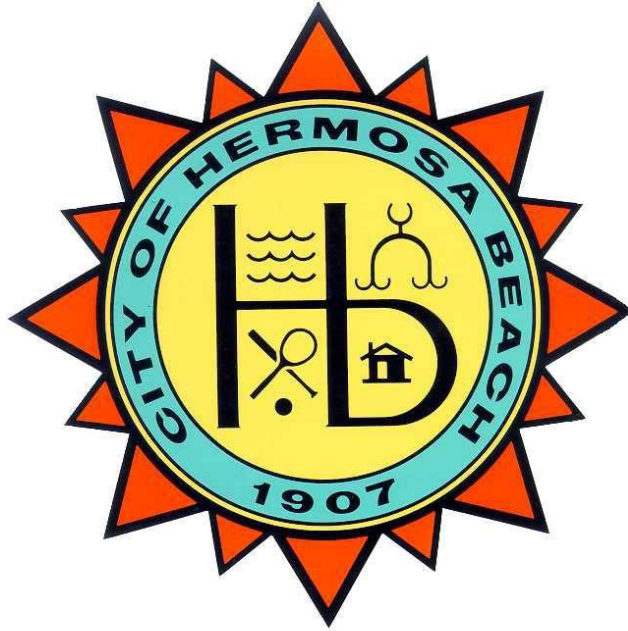
Respectfully Submitted by: Brandy Villanueva, Emergency Management Coordinator

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, City Manager

CITY OF HERMOSA BEACH CONTRACT



DOCUMENTS AND SPECIFICATIONS FOR

CIP 17-683

CONSTRUCTION OF A NEW RETAINING WALL AND PREFABRICATED BUILDING FOUNDATION

A mandatory pre-bid job walk is scheduled for Tuesday, September 5, 2017 at 10:00 AM at 1315 Valley Drive at the south side of City Hall adjacent to the Storage facility.

AUGUST 2017

TABLE OF CONTENTS

CIP 17-683 CONSTRUCTION OF A NEW RETAINING WALL AND PRE-FAB BUILDING FOUNDATION

	<u>PAGE NO.</u>
PROJECT DESCRIPTION AND UNDERSTANDING	3
NOTICE INVITING BIDS	4
INSTRUCTIONS TO BIDDERS	5
PROPOSAL DOCUMENTS	8
Bidding Schedule	9
Bidder's Declaration	10
Non-Collusion Affidavit	12
Declaration of Eligibility to Contract	13
Bid Bond	14
Designation of Subcontractors	15
Construction Project Reference	16
Bidder's Assurance	17
Certificate of Non-Discrimination by Contractors	18
FAIR EMPLOYMENT PRACTICES DOCUMENTS	19
CONTRACT DOCUMENTS	25
Agreement	26
Faithful Performance Bond	34
Payment Bond	36
Workers' Compensation Insurance Certificate	38
Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution (with Exhibits A through E)	39
SPECIAL PROVISIONS	SP-1 – SP-17
TECHNICAL SPECIFICATIONS	TS-1 – TS-14
APPENDIX A – SITE CROSS SECTION	
APPENDIX B – PREFABRICATED BUILDING PLANS	
APPENDIX C – SITE MAP OVERVIEW	
APPENDIX D – SITE SOILS REPORT	

CITY OF HERMOSA BEACH

CIP 17-683 CONSTRUCTION OF A NEW RETAINING WALL AND PREFABRICATED BUILDING FOUNDATION

PROJECT DESCRIPTION AND UNDERSTANDING

SCOPE OF WORK:

The scope of work for this project is to construct a retaining wall and a foundation for a prefabricated building which will be placed at 552 11th Place, Hermosa Beach, CA north of existing Hermosa Self Storage facility. The project includes preparation of the site for construction of footings and retaining wall by clearing, grubbing, and excavating of sloped landscaped area.

Vehicular and pedestrian traffic access shall not be interrupted by the construction at any point. This shall be achieved by implementing signage and protective barriers around the construction site. The contractor shall provide a traffic/pedestrian protection plan and construction fencing prior to commencement of construction.

The duration of Construction shall be **30 Calendar Days**.

Please contact project manager, Ellis Freeman (Public works Superintendent) should you have questions at (310)318-0259

NOTICE INVITING BIDS

Notice is hereby given that the City of Hermosa Beach will receive sealed bids at the Office of the City Clerk, City Hall, 1315 Valley Drive, Hermosa Beach, CA 90254, until 3:00 PM on Thursday, September 14, 2017, for CIP 17-683 – Bard Street closure - Construction of a New Retaining Wall and Pre-Fab Building Foundation.

Scope of work: Construction of a Retaining Wall and prefabricated Building Foundation: The project consists of the construction of 16 x 60 square foot building foundation for a prefabricated building on a retaining wall no more than 5 feet high. The project also includes grading, earthwork, construction of concrete access pad, curb construction and pump drains relocations.

A mandatory pre-bid job walk is scheduled for Tuesday, September 5, 2017 at 10:00 AM at 1315 Valley Drive at the south side of City Hall adjacent to the Storage facility.

All bids must be submitted in writing, on standard forms found in the Project's Contract Documents and Specifications book which can be obtained digitally by contacting the Project Manager. All bids must be sealed and must be plainly marked in the lower left-hand corner with the project name "**CIP 17-683 CONSTRUCTION OF A NEW RETAINING WALL AND PREFABRICATED BUILDING FOUNDATION**". Each proposal must be accompanied by a certified or cashier's check, or a bidder's bond, made payable to the City of Hermosa Beach, in an amount not less than 10 percent of the total bid submitted.

The successful bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the City Attorney. The successful bidder will also be required to pay the State of California prevailing wage scale as determined by the Department of Industrial Relations, available at <http://www.dir.ca.gov/dlse/dlsePublicWorks.html>.

The Contractor must be registered with the Department of Industrial Relations at the time of bid. Contractor's registration available at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

License Requirements: The contractor shall possess a valid State of California Contractors License Class "**C8 and C29**" or "**A**." The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsible bidder.

Plans and Specifications will be available for review at City Hall. To bid, Plans and Specifications must be requested digitally from the Project Manager. The plan holders list will be created only from prospective bidders that request the bid documents from the Project Manager; all other bids will be rejected. All questions regarding this bid must be submitted in writing before **3:00 PM on Thursday September 7, 2017** to Ells Freeman,

Project Manager, by email: efreeman@hermosabch.org.

INSTRUCTIONS TO BIDDERS

CIP 17-683

CONSTRUCTION OF A NEW RETAINING WALL AND PREFABRICATED BUILDING FOUNDATION

FORM OF PROPOSAL

The Proposal shall be fully executed and submitted on the forms provided by the City and shall be enclosed in a sealed envelope marked and addressed as directed in the Notice Inviting Bids. Proposal forms will be issued in each bound copy of the Contract Documents.

PROPOSAL DOCUMENTS

All Proposals shall include the following executed documents to be submitted with each bid:

- Bidding Schedule
- Bidder's Declaration
- Non-Collusion Affidavit
- Declaration of Eligibility to Contract
- Bid Bond
- Designation of Subcontractors
- Construction Project Reference
- Bidder's Assurance
- Certificate of Non-Discrimination by Contractors

DELIVERY OF PROPOSAL

The Proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that its Proposal is received as stipulated. Any Proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

WITHDRAWAL OF PROPOSAL

The Proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals. No Proposal may be withdrawn after the hour fixed for opening bids.

MODIFICATIONS AND ALTERNATIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may cause its rejection.

DISCREPANCIES IN PROPOSALS

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Proposal informal and may cause its rejection. The bidder shall state in figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated in figures.

If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

PROPOSAL GUARANTEE

Each bidder shall submit with his Proposal an unconditional certified or cashier's check, or a bidder's bond, in the sum of the percentage of the bid stated in the Notice Inviting Bids, payable to the City as a guarantee that the bidder will, if its Proposal is accepted, execute the Contract and furnish a satisfactory Faithful Performance Bond, a satisfactory Payment Bond and insurance certificates as specified herein.

If a bidder to whom an award is made, fails or refuses to sign the Contract or furnish the required bonds and certificates, all within the time stated in Section 2-1.5 of the Special Provisions bound herein, the funds represented by said check or bidder's bond shall be forfeited and become and remain the property of the City; the amount thereof being agreed to by the bidder and the surety as liquidated damages due the City because of the delay in the execution of the Contract and in the performance of work thereunder, resulting from such failure or refusal, except that if the City awards the contract to the next lowest bidder, only that portion of the bidder's security equal to the difference between the two bids will be forfeited.

A Bid Bond must be obtained from a corporate surety authorized to do business as such in the State of California and should be on the form furnished by the City or one substantially in conformance with it. Certified or cashier's checks must be drawn on a solvent state or national bank or branch thereof in the State of California. The liability of the City in connection with the checks shall be limited to the return of the checks as provided in Section 2-1.6 of the Special Provisions bound herein.

DISQUALIFICATION OF BIDDERS

A person, firm, or corporation shall NOT be allowed to make or file, or to be interested in, more than one bid, except an alternative bid when specifically requested; provided, however, a person, firm, or corporation who has submitted a sub-proposal to a bidder submitting a Proposal, or who has quoted prices on materials to such bidders, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals, or from submitting a Proposal as a prime contractor.

ADDITIONAL REQUIREMENTS

The bidder's attention is directed to the Special Provisions and Technical Provisions bound herein for additional requirements of the Proposal and Contract Documents.

FAIR EMPLOYMENT PRACTICES DOCUMENTS

Fair Employment Practices Documents are to be submitted by the low bidder within three days following the opening of bids. See enclosed instructions and documents.

CONTRACT DOCUMENTS

Contract Documents are to be submitted within twenty-one (21) calendar days AFTER award of contract.

BIDDER QUALIFICATIONS

Each bidder shall be skilled and regularly engaged in the general class or type of work **called for under the contract. A statement setting forth his/her experience shall be** submitted by each bidder on the CONSTRUCTION PROJECT REFERENCE form provided herein.

Each bidder shall possess valid active Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years' experience in the magnitude and character of the work bid.

Bidder Qualifications called for to be submitted at the time of bid include, but are not necessarily limited to:

1. The Contractor's license classifications shall be **"C8 and C29"** or **"A"**
2. The Contractor shall provide a minimum of 3 references for similar projects of similar size, scope and magnitude, which have been successfully completed in the State of California during the past 5 years or have sufficiently demonstrated competency through similar type projects within the same time frame. A bidder will be considered "experienced" and "responsible" if the prime contractor (bidder) meets the licensing requirements and has been in business for at least five (5) years (either current business name or if the proposed project manager for the bidder has applicable experience with others) providing management and oversight on similar Public Works Construction Projects.
3. The Contractor shall perform above 50% of the contract with its own forces

PROPOSAL DOCUMENTS

**CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION**

TO: CITY OF HERMOSA BEACH
HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
CITY HALL
HERMOSA BEACH, CALIFORNIA 90254

Ladies and Gentlemen:

The undersigned declares that he has carefully examined the location of the proposed work and that he has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

**CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION**

in accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction (current edition), and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that he/she is registered with the department of industrial relations and has obtained a Public Works Contractor (PWC) Registration Number.

Bid items costs associated with Mobilization (Not to Exceed 5% of Bid- including but not limited to sanitary facilities, parking, surveying, construction water, equipment and materials staging area, temporary fencing, gates, screening and all associated items), bonds, insurance, traffic control plan w/ pedestrian traffic control plan included(signed and by a Traffic Engineer), plan labor, equipment, materials, overhead, profit, any and all other indirect costs shall be considered full compensation for each bid item.

All work shall be completed within 30 Calendar days from the date the notice to proceed is issued by the Engineer.

Contractor Signature

PWC Registration Number

BIDDING SCHEDULE

Item No.	Est. Quantity		Description	Specification Reference	Unit Price	Total
1	960	SF	Building Foundation and Slab on Grade	Section 704		\$
2	100	LF	Retaining Wall	Section 705		\$
3	100	SF	Concrete Entrance Pad with Railing	Section 706		\$
4	30	LF	6" Concrete Curb	Section 707		\$
Total (Base Bid)						

Total Base Bid (in words): _____

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of _____ Dollars, said amount being not less than 10 percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

CONTRACTOR: _____

CONTRACTOR'S STATE LICENSE NUMBER: _____

CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified, and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an

amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contracts Code Sec. 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

7. This bid will not be withdrawn within a period of thirty (30) days after the date of its proper opening by the City.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Contractor's Business Name

Contractor Sign Title

Business Address: Street

By Title

City State Zip

Contractor's License No. and Classification

Business Phone Number

Date

Name Title

Residence: Street

City State Zip

Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

_____ Being first duly sworn, deposes
and says that he or she is _____ of _____
_____ the party making the foregoing bid that the bid is not
made in the interest of, or on the behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not
collusive or sham; that the bidder has not directly or indirectly colluded, conspired,
connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone
shall refrain from bidding; that the bidder has not in any manner, directly or indirectly,
sought by agreement, communication, or conference with anyone to fix the bid price of
the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of
any other bidder, or to secure any advantage against the public body awarding the
contract of anyone interested in the proposed contract; that all statements contained in
the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his
or her bid price or any breakdown thereof, or the contents thereof, or divulged
information or data relative thereto, or paid, and will not pay fee to any corporation, or
agent thereof to effectuate a collusive or sham bid.

NAME OF BIDDER

SIGNATURE OF BIDDER

ADDRESS OF BIDDER

CITY

STATE

ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY

DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, at _____ (place of execution), California.

Signature
Name: _____
Title: _____
Name of Company: _____

**CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as
Principal, and _____
_____, as Surety, are held firmly bound unto the City of Hermosa Beach in the sum of
\$ _____
_____ DOLLARS,
(not less than ten percent of total amount of bid)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, said Principal has submitted a bid to the City to perform all work required
under the following:

**CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION**

NOW, THEREFORE, if said Principal is awarded a Contract by the City and, within the
time and in the manner required in the Specifications for said project, enters into the
written form of Contract bound with said Specifications and furnishes the required
bonds, one to guarantee faithful performance and the other to guarantee payment for
labor and materials, then this obligation shall be null and void, otherwise it shall remain
in full force and effect. In the event suit is brought upon this bond by the City and
judgment is recovered, said Surety shall pay all costs incurred by the City in such suit,
including a reasonable attorneys' fee to be fixed by the court. Surety hereby waives the
provisions of California Civil Code §2845.

SIGNED AND SEALED, this _____ day of _____, ____

_____(SEAL)
Principal

_____(SEAL)
Surety

BY: _____
Signature

BY: _____
Signature

Note: This bond must be dated, all signatures must be notarized, and evidence of the
authority of any person signing as attorney-in-fact must be attached.

CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

The bidder shall also designate in the space provided indicating whether or not the subcontractor qualifies as a Woman Owned Business Enterprise, "WBE", or a Minority Business Enterprise, "MBE".

<u>WBE</u> or <u>MBE</u>	<u>Portion</u> of <u>Work %</u>	<u>Subcontractor's</u> <u>Name and Address</u>	<u>Type of</u> <u>Work</u>	<u>State</u> <u>License</u> <u>Number</u>	<u>Class</u>

The total amount of work subcontracted shall not exceed more than 49% of the contract amount.

CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION

CONSTRUCTION PROJECT REFERENCE

To be responsive, the bidder must list below the minimum requirements as described in the section entitled BIDDER QUALIFICATIONS on page 3 of these specifications. Attach additional sheets as needed.

Project Title _____
Contract Amount _____
Type of Work _____
Client _____
Agency Project Manager _____ Phone _____
Date Completed _____ % subcontracted _____

Project Title _____
Contract Amount _____
Type of Work _____
Client _____
Agency Project Manager _____ Phone _____
Date Completed _____ % subcontracted _____

Project Title _____
Contract Amount _____
Type of Work _____
Client _____
Agency Project Manager _____ Phone _____
Date Completed _____ % subcontracted _____

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

**CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION**

BIDDER'S ASSURANCE

FROM:

Name of Bidder: _____

Business Address: _____

Telephone No: (____) _____

TO:

Members of the City Council
c/o City Hall
City of Hermosa Beach, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for:

**CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION**

The undersigned declares that he has carefully examined the location of the proposed work; that he has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY: _____

TITLE: _____

**CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION**

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM _____

TITLE OF PERSON SIGNING _____

SIGNATURE _____

DATE _____

: Please include any additional information available regarding equal opportunity employment programs now in effect within your company

FAIR EMPLOYMENT PRACTICES DOCUMENTS

CIP 17-683 CONSTRUCTION OF A NEW RETAINING WALL AND PREFABRICATED BUILDING FOUNDATION

**TO BE SUBMITTED
BY THE LOW BIDDER
WITHIN THREE WORKING DAYS FOLLOWING
OPENING OF BIDS**

The Fair Employment Practices in Contracts, as adopted by City, requires that the City not do business with any firm that discriminates against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Accordingly, every contract or subcontract of the City in excess of \$10,000 for public works, or for goods and services, must be accompanied by a Certificate of Non-Discrimination, obligating the contractor or subcontractor to observe the requirements specified therein.

In addition to the Certificate of Non-Discrimination, the Fair Employment Practices in Contracts also requires that the lowest responsible bidder undertake an affirmative course of action to promote equal employment opportunities and to ensure that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Completion of the attached compliance report will satisfy this requirement. The apparent successful low bidder and each of its subcontractors must submit one copy of the compliance report to the Director of Public Works/City Engineer, Hermosa Beach City Hall, 1315 Valley Drive, Hermosa Beach, California, 90254, within three days after the opening of bids.

FAIR EMPLOYMENT PRACTICES
CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION

CONTRACTOR COMPLIANCE REPORT

This report must be completed by prime contractor and each subcontractor. Complete all items unless otherwise instructed. Use additional sheets if necessary. Submit one copy of the completed report to Owner:

Department of Public Works
Hermosa Beach City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

PART I. FIRM DESCRIPTION

1. Circle one: Prime Contractor Subcontractor
2. Name of Firm: _____
3. Address: _____
4. Name and address of principal official or manager:

5. Name and address of home office, if different from above:

6. Person completing this form:
Signature: _____
Name and Title: _____
Business Telephone: _____

PART II: POLICIES AND PRACTICES (Circle proper answer)

Yes No Have you informed company officials and representatives regarding the non-discrimination provisions of the Owner's contracts?

Yes No Do your solicitations or advertisements for employment specify that you are an equal opportunity employer?

Yes No Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? If so, please enumerate:

JOB CATEGORY	TRAINING PROGRAM	W	B	H	A	AI	M	F	TOTAL

W = White B = Black H = Hispanic A = Asian AI = American Indian
M = Male F = Female

Yes No Are any apprentices obtained from sources outside the employer's work force? If yes, have you circulated information about apprenticeship openings or opportunities to the following:

Yes No State Employment Offices

Yes No Newspapers or other media

Yes No High schools, including those in minority group areas

Yes No Local trade or vocational schools

Yes No Agencies and organizations specializing in minority employment

If there are any apprenticeship programs, please list, along with ethnic breakdown:

JOB CATEGORY	TRAINING PROGRAM	W	B	H	A	AI	M	F	TOTAL

Yes No If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the non-discrimination provisions of the Owner's contracts?

6. Identify (names and addresses) the employment agencies, personnel recruitment organizations, newspaper advertising, or other non-union sources from which the company recruits its personnel.

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Yes No Have you a collective bargaining agreement with a labor union or other organization? If yes, specify the union or organization.

Yes No Does your company's collective bargaining agreement or other contract or understanding with a labor union or other working organization include a provision for non-discrimination in employment?

9. Remarks: Use this space for comment on any answers you have supplied.

PART IIIA: EMPLOYMENT FIGURES (1)

Name of Firm: _____

Project Name: _____

Date Form Submitted: _____

Person Submitting Form: _____

Check One: Submit separate forms for company makeup (page 24), and for specific project makeup (page 25)

() Permanent makeup of company

() Estimated makeup of employees on this specific project only

JOB CATEGORIES	TOTAL EMPLOYED	MINORITY GROUPS*					M	F
		WHITE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN		
OFFICERS & OFFICIALS								
PROFESSIONAL (2)								
CLERICAL & OFFICE								
FIELD SUPERVISOR								
SKILLED/SPECIFY TRADE								
A								
B								
C								
D								
SEMI-SKILLED (3)								
UNSKILLED (4)								
TOTAL ITEMS 1-7								

(1) This report must be completed by prime contractor and each subcontractor.

(2) Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.

(3) Workers who operate equipment or perform factor-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.

(4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.

*An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identity of an employee by direct inquiry is not encouraged.

PART IIIB: EMPLOYMENT FIGURES (1)

Name of Firm: _____

Project Name: _____

Date Form Submitted: _____

Person Submitting Form: _____

Check One: Submit separate forms for company makeup (page 24), and for specific project makeup (page 25)

() Permanent makeup of company

() Estimated makeup of employees on this specific project only

JOB CATEGORIES	TOTAL EMPLOYED	MINORITY GROUPS*					M	F
		WHITE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN		
OFFICERS & OFFICIALS								
PROFESSIONAL (2)								
CLERICAL & OFFICE								
FIELD SUPERVISOR								
SKILLED/SPECIFY TRADE								
A								
B								
C								
D								
SEMI-SKILLED (3)								
UNSKILLED (4)								
TOTAL ITEMS 1-7								

(1) This report must be completed by prime contractor and each subcontractor.
Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.

(3) Workers who operate equipment or perform factor-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.

(4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.

*An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identity of an employee by direct inquiry is not encouraged.

CONTRACT DOCUMENTS

**CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION**

**TO BE SUBMITTED WITHIN TWENTY-ONE (21) CALENDAR DAYS AFTER
AWARD OF CONTRACT**

**CITY OF HERMOSA BEACH
CONSTRUCTION AGREEMENT**

This Construction Agreement ("Agreement") is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between _____ (hereinafter referred to as "CONTRACTOR") and the City of Hermosa Beach, California, a municipal corporation (hereinafter referred to as "CITY").

R E C I T A L S

A. Pursuant to the Notice Inviting Sealed Bids for:

CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION

Bids were received, publicly opened, and declared on the date specified in the notice; and

- B. On _____, City's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR; and
- C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for CIP 17-683 CONSTRUCTION OF A NEW RETAINING WALL AND PREFABRICATED BUILDING FOUNDATION project, in the City of Hermosa Beach.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for CIP 17-683 CONSTRUCTION OF A NEW RETAINING WALL AND PREFABRICATED BUILDING FOUNDATION project, in the City of Hermosa Beach. The work shall be performed in accordance with the Plans and Specifications dated August 2017 (the "Specifications") on file in the office of the City Clerk and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal and in accordance with the instructions of the City Engineer.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:
The contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Builders General Provisions, Standard Specifications, Special Provisions, Exhibits A through E, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete

and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 45 calendar days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time.

5. PREVAILING WAGES.

Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through

apprenticeship training on an annual basis state-wide or locally, or
When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

6. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. CONTRACTOR'S LIABILITY: The City of Hermosa Beach and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work CONTRACTOR shall be responsible for any damage or injury to any person or property

resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnites harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnites covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder and CONTRACTOR agrees to save and hold the Indemnites harmless therefrom.

c. In the event Indemnites are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnites and any all costs and expenses incurred by Indemnites in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnites may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverage

which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
11. INSURANCE: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Builders General Provisions.
12. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.
13. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.14. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include

compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

15. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.
16. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
17. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
18. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
17. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's city manager may execute any such amendment on CITY's behalf.
18. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH
1315 Valley Drive
Hermosa Beach, CA 90254

Attention: Public Works Director

CONTRACTOR:

Attention: _____

- 19 DISPUTES. Disputes arising from this contract will be determined in accordance with the contract documents and Public Contracts Code §§ 10240-10240.13.
- 20 NON-DISCRIMINATION: No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
- 21 NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract. Further, no employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- 22 TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.
- 23 ACCEPTANCE OF FACSIMILE OR EMAIL SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission, or scanned and delivered via email. Such facsimile or email signature will be treated in all respects as having the same effect as an original signature.
- 24 GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

STATE OF CALIFORNIA

CONTRACTOR'S License No. _____

CONTRACTOR:

_____ By: _____
Date TITLE:

CITY OF HERMOSA BEACH, CALIFORNIA

_____ By: _____
Date MAYOR

ATTEST:

_____ By: _____
Date CITY CLERK

CONTRACTOR'S Business Phone _____

Emergency Phone at which CONTRACTOR can be reached at any time: () _____

APPROVED AS TO FORM:

CITY ATTORNEY

Date

CONTRACT

**CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION**

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Hermosa Beach has awarded to _____,
_____, hereinafter designated as the "Principal", a Contract for:

**CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION**

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, _____,
as Principal, and _____,
as Surety, are held and firmly bound unto the Owner in the sum of _____ Dollars (\$ _____),
this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay all court costs and reasonable attorneys' fees to the City of Hermosa Beach in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the day of _____, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By _____

Surety

By _____

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CONTRACT

**CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION**

PAYMENT BOND

WHEREAS, the City of Hermosa Beach has awarded to _____
_____, as Contractor, a contract for the work described as follows:

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the Owner in the sum of _____
_____ for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this____
____day of _____2017.

CONTRACTOR

SURETY

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CONTRACT

**CIP 17-683
CONSTRUCTION OF A NEW RETAINING WALL AND
PREFABRICATED BUILDING FOUNDATION**

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

DATED: _____

CONTRACTOR

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: _____

Indemnitor(s) (list all names): _____

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Hermosa Beach and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name _____ Name _____

By: _____ By: _____

Its

Its

INSTRUCTIONS FOR COMPLETING, EXECUTING AND SUBMITTING
EVIDENCE OF INSURANCE TO THE OWNER

Insured: _____
(Contractor, Lessee, Permittee, etc.)

Date: _____

Insured

- A.
1. In order to reduce problems and time delays in providing evidence of insurance to the City, you are requested to give your insurance agent or broker a copy of the attached Insurance Requirements and endorsement forms along with these instructions for completing, executing, and submitting evidence of insurance.
 2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State of California.
 3. All questions relating to insurance should be directed to the department or office responsible for your contract, lease, permit, or other agreement.

Insurance Agent or Broker

- B.
1. The appropriate Endorsement Form shall be used. No changes in the terms of the Endorsement will be permitted. Certificates of Insurance alone will not be accepted by the City.

2. More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's contract, lease or permit are checked below and enclosed.
 - () Workers' Compensation/Employers Liability
 - () General Liability
 - () Automobile Liability
 - () Excess/umbrella Liability
 - () Professional Liability
 - () Property insurance
 - () Fine Arts Property Insurance
3. You shall have an authorized representative of the insurance company sign the completed endorsement forms, note his phone number at the bottom of page 2 and have said representative transmit the forms to the City. Signatures must be originals as the City will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.
4. The name of the Insurance Company underwriting the coverage and its address shall be noted on page 2 of the endorsement form.
5. The "General description of agreement(s) and/or activity(ies) insured" shall include reference to the activity and/or to either the specific City contract number, lease number, permit number or construction approval number.
6. The coverages and limits for each type of insurance are specified in the attached sheet of insurance requirements. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc., so covered.
7. Endorsements to excess policies will be required when primary insurance is insufficient in complying with the City's requirements.

8. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.
9. When additional sheets are attached, change the number of pages at the bottom of the form.
10. Completed Endorsement(s) and questions relating to the required insurance are to be directed to:

Risk Management
City of Hermosa Beach
1315 Valley Dr. Hermosa
Beach, CA 90254
(310) 318-0202

11. Improperly completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
12. DELAY IN SUBMITTING PROPERLY COMPLETED ENDORSEMENT FORMS MAY DELAY YOUR INSURED'S INTENDED OCCUPANCY OR OPERATION UNDER AGREEMENT WITH THE OWNER.
13. For extensions or renewals of insurance policies which have the City's Endorsement Form(s) attached, the City will accept a copy of the endorsement (with an original signature) to extend the period of coverage as evidence of continued coverage.

GENERAL COMPREHENSIVE LIABILITY
ADDITIONAL INSURED ENDORSEMENT

NAME OF ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. That the City of Hermosa Beach and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by the City.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Hermosa Beach, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management
City of Hermosa Beach
1315 Valley Dr. Hermosa
Beach, CA 90254
(310) 318-0202

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	Policy No.
--------------------	-------------------	------------

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY
---	--------------------------	------------------------

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions relate to the above coverages includes:

- | | |
|---|---|
| <input type="checkbox"/> Premises & Operations | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Collapse |
| <input type="checkbox"/> Independent Contractors | <input type="checkbox"/> Underground Hazard |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Personal Injury |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Liability Endorsement | |

A deductible or self-insured retention (strike out one) of _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM _____, PER OCCURRENCE _____.

INSURANCE COMPANY
ADDRESS: _____

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____, 20__.

Phone No.: (____) _____

AUTOMOBILE LIABILITY
ADDITIONAL INSURED ENDORSEMENT

NAME OF ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. That the City of Hermosa Beach and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by the City.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Hermosa Beach, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management
City of Hermosa Beach
1315 Valley Dr. Hermosa
Beach, CA 90254
(310) 318-0202

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	Policy No.
--------------------	-------------------	------------

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY
---	--------------------------	------------------------

Scheduled items or locations are to be identified on an attached sheet.

The following are covered by the policy:

- | | |
|--|---|
| <input type="checkbox"/> Owned Automobiles | <input type="checkbox"/> Owned, Non-owned and Hired Automobiles |
| <input type="checkbox"/> Non-owned Automobiles | |
| <input type="checkbox"/> Hired Automobiles | |

A deductible or self-insured retention (strike out one) of _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM _____, PER OCCURRENCE _____.

INSURANCE COMPANY
ADDRESS: _____

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____, 20__.

Phone No.: (____) _____

WORKERS' COMPENSATION/EMPLOYERS LIABILITY
SPECIAL CANCELLATION NOTICE ENDORSEMENT

NAME AND ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

This policy shall not be subject to cancellation except after notice in writing shall have been sent not less than thirty (30) days prior to the effective date thereof by certified mail, return receipt requested, addressed to Risk Management, City of Hermosa Beach, 1315 Valley Dr., Hermosa Beach, CA 90254.

The company agrees to waive all rights of subrogation against the City and its or their elected officials, officers, agents and employees.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	Policy No.
--------------------	-------------------	------------

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY
---	--------------------------	------------------------

Workers' Compensation

Statutory

Employers Liability

The following are included in the above coverages:

- () Broad Form All States Endorsement
- () Voluntary Compensation Endorsement
- () _____
- () _____

INSURANCE COMPANY

ADDRESS: _____

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature
only; No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____, 20__.

Phone No.: (____) _____

EXCESS LIABILITY INSURANCE
ADDITIONAL INSURED ENDORSEMENT

NAME AND ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. That the City of Hermosa Beach and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by the City.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Hermosa Beach, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management
City of Hermosa Beach
1315 Valley Dr. Hermosa
Beach, CA 90254
(310) 318-0202

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No.	Effective Date	Policy No.
--------------------	-------------------	------------

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM TO

LIMITS OF
LIABILITY
AMOUNT EXCESS OF

Excess Liability

- () Following Form
() Umbrella Liability
() Other

Applicable underlying coverages

Insurance Company

Policy No.

Amount

The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

A deductible or self-insured retention (strike out one) of \$ _____
_____ applies to coverages not included in underlying policies.

DEDUCTIBLE APPLIES PER CLAIM____, PER OCCURRENCE____.

INSURANCE COMPANY

ADDRESS:

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature
only; No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____, 20____.

Phone No.: (____) _____

SPECIAL PROVISIONS

CIP 17-683 CONSTRUCTION OF A NEW RETAINING WALL AND PREFABRICATED BUILDING FOUNDATION

The following Special Provisions supplement and amend the “Standard Specifications for Public Works Construction” (Green Book). As a reference they have been arranged into a sequence which parallels the arrangement of the Standard Specifications.

SPECIAL PROVISIONS

TABLE OF CONTENTS

	<u>Page No.</u>
PART 1 – GENERAL PROVISIONS	SP-1
PREFACE: STANDARDS SPECIFICATIONS AND STANDARD DRAWINGS	SP-1
<u>Section 1:</u> <u>Definitions</u>	SP-1
<u>Section 2:</u> <u>Scope of Control of the Work</u>	SP-2
2-1 Award and Execution of Contract	SP-2
2-1.1 Proposal	SP-2
2-1.2 Examination of Plans, Specification and Project Site	SP-3
2-1.3 Interpretation of Drawings and Documents	SP-3
2-1.4 Award of Contract	SP-3
2-1.5 Execution of Contract	SP-4
2-1.6 Return of Proposal and Guarantee	SP-5
2-5.2 Precedence of Contract Documents	SP-5
2-5.3.3 Submittals	SP-6
<u>Section 3:</u> <u>Changes in Work</u>	SP-6
3-3.2.2 Basis for Establishing Costs	SP-6
3-3.2.3 Markup	SP-6
3-5 Disputed Work	SP-7
3-5.1 Retention of Imperfect Work	SP-7
<u>Section 6:</u> <u>Prosecution, Progress and Acceptance of the Work</u>	SP-7
6-1 Construction Schedule and Commencement of Work	SP-7
6-7.2 Working Day	SP-8
6-8 Completion and Acceptance	SP-9
6-9 Liquidated Damages	SP-9

SPECIAL PROVISIONS

<u>Section 7:</u>	<u>Responsibilities of the Contractor</u>	SP-9
7-1	Contractor's Equipment and Facilities	SP-9
7-1.1	Contractor's Responsibility for Work	SP-9
7-1.2	Notice and Service Thereof	SP-10
7-1.3	Warranty of Title	SP-10
7-2	Labor	SP-11
7-2.2	Laws	SP-11
7-3	Liability Insurance	SP-11
7-5	Permits	SP-13
7-6	The Contractor's Representative	SP-13
7-9	Protection and Replacement of Existing Improvements	SP-14
7-10	Public Convenience and Safety	SP-14
7-10.4.5	Emergency Provisions	SP-14
 <u>Section 9</u>	 <u>Measurement and Payment</u>	 SP-14
9-3.2	Partial and Final Payment	SP-14
9-3.5	Work Performed Without Direct Payment	SP-15
 <u>Section 10</u>	 <u>Additional Special Provisions</u>	 SP-15
10-1	Legal Relations and Responsibilities	SP-15
10-1.1	Laws to be Observed	SP-15
10-2	Fair Employment Practice Commission Certification	SP-17

SPECIAL PROVISIONS

PART 1 – GENERAL PROVISIONS

PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

The Standard Specifications for Public Works Construction written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California shall be the Standard Specifications of the Owner. All work shall conform to the latest edition, including supplements, of the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, and the Standard Drawings as issued by the City available at the time bids are opened unless otherwise specified in the Contract Documents.

The above referenced Standard Specifications, Special Provisions and Standard Drawings are hereby made a part of the Contract Documents.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

Section 1 Terms, Definitions, Abbreviations and Symbols

Section 1-2 Definitions

Whenever in the Standard Specification in the following terms are used, they shall be understood to mean and refer to the following:

- | | | |
|-----|--------------------|---|
| (a) | BOARD | The City Council of the City of Hermosa Beach |
| (b) | CONTRACT DOCUMENTS | Documents including but not limited to the proposed forms, Special Provisions, Technical Provisions, Bonds, Insurance, Contract and all Addenda setting forth any modifications of the documents. |
| (c) | ENGINEER | The Director of Public Works/City Engineer or his authorized representative. |
| (d) | BIDDER | An individual, co-partnership, association or |

SPECIAL PROVISIONS

corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

- (e) **LEGAL ADDRESS** The legal address of the Contractor to be the address OF CONTRACTOR given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.
- (f) **LABORATORY** An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract.

Section 2 Scope and Control of the Work

Section 2-1 Award and Execution of Contract

Section 2-1.1 Proposal

The following is in addition to the provision of Section 2-1:

The proposal shall be fully executed and submitted on the forms provided by the City and shall be enclosed in a sealed envelope marked and addressed as directed in the "Notice Inviting Bids".

If the proposal is made by an individual, it shall be signed and his or her full name and address shall be given; if it is made by a firm it shall be signed with co-partnership name by a general partner thereof, who shall also sign his or her known name, and the name and address of each member of such co-partnership shall be given; if made by a corporation, the name of the corporation shall be signed by its duly authorized officers and attested by the corporate seal.

Bidders are warned against making erasures or alterations of any kind on their Proposal. Proposals which contain omissions, erasures, alterations, conditions or additions not called for may be rejected.

At the time the Contract is awarded by the City, the Contractor shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Contract and shall be skilled and regularly engaged in the general class or type of work required by this Contract.

SPECIAL PROVISIONS

Section 2-1.2 Examination of Plans, Specifications and Project Site

The following is in addition to the provisions of Section 2-1:

Bidders shall read the specifications, examine the drawings and make their own estimates of the existing facilities and difficulties which will attend the execution of the work called for by the proposed contract, including local condition, uncertainty of weather and all other contingencies.

Bidders shall satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Proposal forms. Information derived from the maps, plans, specifications, profiles, or drawings, or from the Engineer or his assistants (or the Architects or their assistants), shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the City.

Section 2-1.3 Interpretation of Drawings and Documents

The following is in addition to the provisions of Section 2-1:

If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, he may submit to the Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Engineer, and a copy of such addendum will be sent by certified mail, postage prepaid, or delivered to each person receiving a set of the Contract Documents whose address is known to the Engineer and such addendum shall be considered a part of and incorporated in the Contract Documents.

Section 2-1.4 Award of Contract

The following is in addition to the provisions of Section 2-1:

After the Proposals have been publicly opened and read aloud, they will be checked for accuracy and compliance with all provisions as specified herein.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received.

Award of the Contract, if it be awarded, will be made by the Owner within 30 days after opening of the bids. Award will be made to the lowest responsible bidder.

SPECIAL PROVISIONS

In selecting the lowest responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the City that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. A showing of adequate financial resources may be required but will not alone determine whether a bidder is competent to undertake the proposed work.

Only manufacturers or contractors of established reputation, or their duly authorized dealers or agency, having proper facilities for the manufacture of the materials or equipment and for servicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

Section 2-1.5 Execution of Contract

The following is in addition to the provisions of Section 2-1:

A bidder whose proposal is accepted shall properly sign a written contract with the City on the form attached hereto and return said contract together with good and approved bonds and insurance certificates as required by the Contract Documents within twenty-one (21) calendar days from the date of the mailing of a notice from the City to the bidder, according to the address given by him, of acceptance of his proposal. Contract bonds and certificates of insurance, if required, shall be filed in all instance before delivering any equipment, materials or performing any work under the contract; also before any purchase order shall be issued. An executed Power of Attorney form shall be submitted with all contract bonds herein specified.

If a bidder whose proposal is accepted fails or refuses to enter into a contract as herein provided, or to conform to any stipulated requirement in connection therewith, the money represented by his check or bidder's bond shall be refunded less the difference between the low bid and the bid of the bidder with whom the City enters into an agreement in accordance with the provisions of the Public Contracts Code Section 20174. At the discretion of the City an award may be made to the bidder whose proposal is next most acceptable to the City, and such bidder and his surety shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made may be required before the contract is finally signed to furnish evidence of its corporate existence, of its right to do business in California and of the authority of the officer signing the contract and bonds for the corporation to so sign.

SPECIAL PROVISIONS

Section 2-1.6 Return of Proposal and Guarantee

The following is in addition to the provisions of Section 2-1:

The check or bond of a bidder to whom the contract has been awarded will be returned to him after all of the acts, for the performance of which said security is required, have been fully performed. The checks or bid bonds of the second and third lowest bidders will be returned when the bidder to whom the contract has been awarded has properly executed all of the required Contract Documents. Check or bid bonds of other bidders will be returned when their proposals are rejected or in any event at the expiration of forty-five (45) days from the date of opening bids.

Section 2-5.2 Precedence of Contract Documents

The following supersedes the provisions of Section 2-5.2:

The order of precedence of contract documents shall be:

FIRST	Requirements of law, including the Code and Ordinances of the City of Hermosa Beach.
SECOND	Permits from other agencies as may be required by law.
THIRD	Permits from City of Hermosa Beach Departments as may be required by law or ordinance.
FOURTH	The Contract.
FIFTH	The Bid Proposal.
SIXTH	Addenda.
SEVENTH	Notice Inviting Bids.
EIGHTH	Instructions to Bidders.
NINTH	Technical Provisions.
TENTH	Plans.
ELEVENTH	Special Provisions of the Standard Specifications.
TWELFTH	Standard Plans.
THIRTEENTH	Standard Specifications for Public Works Construction

SPECIAL PROVISIONS

FOURTEENTH Reference Specifications.

Change orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over documents listed above, except those listed as FIRST, SECOND and THIRD. Detailed plans shall have precedence over general plans.

Section 2-5.3.3 Submittals

The following is in addition to the provisions of Section 2-5.3.3:

The Contractor shall submit the following submittals within 15 days of notification of the City's intent to award this contract:

- ◆ Work Schedule
- ◆ Material Data (catalog sheets) and Samples (where applicable)

The City will review and respond to all submittals within ten working days of receipt.

Section 3 Changes in Work

Section 3-3.2.2 Basis for Establishing Costs

Section 3-3.2.2 shall be changed as follows:

(a) Labor. The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus the employer payments of payroll taxes, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by collective bargaining agreements.

Section 3-3.2.3 Markup

Section 3-3.2.3 shall be changed as follows:

- (a) Work by Contractor. An allowance for overhead and profit shall be added to the Contractor's costs as determined under 3-3.2.2 and shall constitute the full and complete markup for all overhead and profit on extra work performed by the Contractor. The Contractor shall also be compensated for the actual increase in the Contractor's bond premium caused by the extra work. Equipment rates shall be determined utilizing the latest published Caltrans equipment rates for costs determined under each subsection in 3-3.2.2, the markup shall be:

- | | |
|---------------|-----|
| (a) Labor | 20% |
| (b) Materials | 15% |

SPECIAL PROVISIONS

- (c) Tool and Equipment Rental 15%
- (d) Other Items 15%

(b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's costs as determined under 3-3.2.2. An allowance for the Contractor's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the full and complete markup for all overhead and profit for the Contractor on work by the Subcontractor. For Contractor markup of Subcontractor's costs, the allowance shall be 10% on the first \$2,000 or portion thereof and 5% on costs in excess of \$2,000.

Section 3-5 Disputed Work

Section 3-5.1 Retention of Imperfect Work

The following is in addition to the provisions of Section 3-5:

If any portion of the work done or materials furnished under the contract proves defective or not in accordance with the specifications and contract drawings, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable in the opinion of the Engineer, the Engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefor in the payment due the Contractor as may be just and reasonable.

Section 6 **Prosecution, Progress and Acceptance of the Work**

Section 6-1 Construction Schedule and Commencement of Work

The following is in addition to the provisions of Section 6-1:

The Contractor's proposed construction schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods and clarify inspection procedures.

SPECIAL PROVISIONS

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Public Works Manager and the County Sheriff's Department or the City Police Department prior to beginning work.

The Contractor shall also notify the City of Hermosa Beach and the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following utility companies list of names and telephone numbers is intended for the convenience of the contractor and is not guaranteed to be complete or correct:

Southern California Edison Co.	Brian Small	310/783-9332
The Gas Co.	Bill Stevens	310/605-7837
Verizon	Steve McDonald	818/837-0394
Hermosa Beach Police & Fire	Dispatch	310/524-2750
Time Warner (Cable TV)	Mike Ghianuly	424/212-6925
West Basin Municipal Water District		310/217-2411
Athens Services	Will Wilson	626/934-4696
California Water Service Co.	Rob Olsen	310/257-1428
Underground Service Alert	Dial 811	800/227-2600
Los Angeles County Flood Maintenance		562/861-0316
Los Angeles County Public Works	Darryl Chenoweth	626/458-3109

The Contractor shall submit periodic Progress Reports to the Director of Public Works by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

Section 6-7.2 Working Day

The following is in addition to the provisions of Section 6-7:

The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 5:00 P.M., Monday through Friday. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the City Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

SPECIAL PROVISIONS

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead and travel time. The service fees will be deducted from any amounts due to the Contractor.

The following days are considered holidays, and no work will be allowed on the project. Any work not completed and fully open to public traffic shall be maintained in a safe and delineated condition. Traffic control and safety devices shall be maintained at all times.

Veteran's Day Nov 11

Thanksgivings day

Holiday week between December 25 through January 1

Martin Luther King Jr. Day January 21

Presidents Day February 18

Memorial Day

Independence Day July 4

Labor Day

Section 6-8 Completion and Acceptance

The following is in addition to the provision of Section 6-8:

In addition to the guarantees as required in Section 2-4 of the Standard Specifications, the Faithful Performance Bond shall remain in full force and effect for a period of one year after acceptance of the work by the Owner to insure that defects, which appear within said period, will be repaired, replaced, or corrected by the Contractor, at his own cost and expense, to the satisfaction of the Engineer within thirty (30) days after written notice thereof by the City.

Section 6-9 Liquidated Damages

The following is in addition to the provisions of Section 6-9:

The amount of liquidated damages is hereby amended to **\$1,000** for each consecutive calendar day.

Section 7 Responsibilities of the Contractor

Section 7-1 Contractor's Equipment and Facilities

Section 7-1.1 Contractor's Responsibility for Work

The following is in addition to the provisions of Section 7-1:

Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished in accordance

SPECIAL PROVISIONS

with 7-3 hereof, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

Section 7-1.2 Notice and Service Thereof

Any notice required or given by one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the City by personal delivery thereof to the City's Engineer or by depositing the same in the United States mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

Public Works Department
City of Hermosa Beach
1315 Valley Dr.
Hermosa Beach, CA 90254

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the work under this Contract, postage prepaid and registered.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated to the party giving the notice, postage prepaid and registered.

Section 7-1.3 Warranty of Title

No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claims, liens, encumbrances or charges, and

SPECIAL PROVISIONS

further agrees that neither he nor any person, firm or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the City. The provisions of this section shall be inserted in all subcontractor's and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into regarding such materials.

Section 7-2 Labor

Section 7-2.2 Laws

The following is in addition to the provisions of Section 7-2.2:

Each bidder must submit with the Bid Proposal a fully executed Certificate of Non-Discrimination by Contractors. Bids will not be considered unless accompanied by the completed Certificate.

After the opening of bids and the determination of the low bidder, said low bidder shall submit to the Public Works Department, no later than 5:00 P.M. on the third working day following the bid opening, a completed "Fair Employment Practices Contractor Compliance Report".

The Contractor shall comply with all applicable provisions of Sections 1776, 1777.5 and 1777.7 Of the California Labor Code. The Contractor shall be responsible for compliance with Section 1776 and shall insert a provision in all subcontracts requiring subcontractors to comply with said section.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

Section 7-3 Liability Insurance

The following supersedes the provisions of Section 7-3:

The Contractor needs to name in their Liability Insurance the "Los Angeles County Regional Park and Open Space District" as additional insured.

The Contractor shall, at its expense, maintain in effect all times during the performance of work under the Contract not less than the following coverage and limits of insurance,

SPECIAL PROVISIONS

which shall be maintained with insurers licensed to sell insurance in the State of California and having a "A-" or higher rating in the latest edition of Best's Insurance Guide, and shall be subject to approval by the City's Risk Manager:

Workers' Compensation and Employer's Liability

- Workers' Compensation – coverage as required by law
- Employer's Liability – limits of at least \$100,000 per occurrence

Comprehensive General Liability

- Combined Single Limit - \$2,000,000

Automobile Liability

- Combined Single Limit - \$1,000,000

The automobile and general comprehensive liability policies may be combined in a single policy with a combined single limit of \$1,000,000.

All of the Contractor's policies shall contain an endorsement providing written notice shall be given to the City at least 30 calendar days prior to termination, cancellation or reduction of coverage in the policy

The Bodily Injury and Property Damage Liability policies shall contain the following:

1. An endorsement extending coverage to the City as an insured, in the same manner as the named insured as respects liabilities arising out of the performance of any work under the Contract. Such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the insurance required hereunder.
2. "Severability of Interest" clause.
3. Elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.
4. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract.

Promptly on execution of the Contract, and prior to commencement of any work, the Contractor shall deliver to the City copies of all required policies and endorsements thereto on the forms supplied by the City.

SPECIAL PROVISIONS

The Contractor shall require and verify similar insurance on the part of its Subcontractors.

The foregoing requirements as to the types, limits and City approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Contractor under the Contract.

Any policy or policies of insurance that the Contractor or his Subcontractors elects to carry as insurance against loss or damage to their construction equipment and tools or other personal property used in fulfillment of this contract shall include a provision waiving the insurer's right of subrogation against the City.

The cost of all insurance shall be included in the contractor's bid.

Instructions for completing the required endorsements and forms therefore are attached to these Special Provisions as Exhibits A-E.

Section 7-5 Permits

The following is in addition to the provisions of Section 7-5:

Prior to beginning work, the Contractor shall obtain authorization and permits from the City of Hermosa Beach. The Contractor will be responsible to protect and preserve all property and improvements in accordance with Section 7-9 of SSPWC.

The Contractor must have or obtain a valid City of Hermosa Beach Business License in accordance with the provisions of the Hermosa Beach Municipal Code.

City Encroachment Permit

A City Encroachment Permit is required to work within public right-of-way and will be issued at no cost to the Contractor.

Other Encroachment Permits

When work occurs in the right-of-way of other entities, the Contractor shall obtain and pay, as required, for an encroachment permit from that entity.

Section 7-6 The Contractor's Representative

The following is in addition to the provisions of Section 7-6:

SPECIAL PROVISIONS

The Contractor shall furnish the Engineer with the name, address and business and home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

Section 7-9 Protection and Replacement of Existing Improvements

The following is in addition to the provisions of Section 7-9:

The Contractor shall protect in place existing landscaping, walls, planters, buildings and other improvements.

Section 7-10 Public Convenience and Safety

The following is in addition to the provisions of Section 7-10:

Section 7-10.4.5 Emergency Provisions

The following is in addition to the provisions of Section 7-10.4:

Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the City, an emergency exists of which the City is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the City, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the City may provide suitable protection to said interests by causing such work to be done and material to be furnished, as in the opinion of the City may seem reasonable and necessary, all at the expense of the Contractor.

Section 9 Measurement and Payment

Section 9-3.2 Partial and Final Payment

Section 9-3.2 is hereby deleted and replaced with:

The closure date for periodic progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the tenth day of the following

SPECIAL PROVISIONS

month. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

Section 9-3.5 Work Performed Without Direct Payment

The following is in addition to the provisions of Section 9.3:

Tools and materials of any class for which no price is fixed in the Proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools and materials shall be included in the unit bid prices in the Proposal and no additional compensation will be paid therefor.

Section 10 Additional Special Provisions

Section 10-1 LEGAL RELATIONS AND RESPONSIBILITIES

Section 10-1.1 LAWS TO BE OBSERVED:

Subdivision 10-1.01.1: Laws and Regulations - The Contractor shall keep himself fully informed of all Federal and State laws, County and City ordinances and regulations which, in any manner, affect those engaged or employed on the work, the materials used in the work or the conduct of the work. If any discrepancy or inconsistency should be discovered in this contract or in the Plans or Specifications herein referred to, in relation to any such law, ordinance or regulation, the Contractor shall forthwith report the same in writing to the Engineer. The Contractor shall, at all times, observe and comply with and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances and regulations in effect or which may become effective before completion of this contract. He shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violations of any such laws, ordinances or regulations whether by himself or by his employees or his subcontractors or their employees.

Except as otherwise explicitly provided in these specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at his own expense and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

All state laws, all county and city ordinances and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and works required to be done hereunder, shall be deemed to be and hereby are made controlling and part of these specifications.

Subdivision 10-1.01.2: General - The Contractor shall keep himself fully informed of all existing state and national laws and municipal ordinances and

SPECIAL PROVISIONS

regulations which in any manner affect those engaged or employed in the work, or the materials used in the work or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Subdivision 10-1.01.3: Eight-Hour Law - Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit as a penalty \$25.00 (Twenty-five dollars) for each workman employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1815 thereof inclusive except that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week, shall be compensated at not less than one and one-half (1 1/2) times the basic rate of pay as provided in Section 1815.

Subdivision 10-1.01.4: Prevailing Rate of Per Diem Wages - Pursuant to the provisions of Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates. The Federal Minimum wage rates for this project as predetermined by the United States Secretary of labor are set forth herein by addenda and in copies that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the federal minimum wage rates, if necessary, will be issued to holders. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in these Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of labor and the general prevailing wage rates determined by the Director of the California Department of Industries Relations for similar classifications of labor, the Contractor and subcontractor shall pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determination. This includes "helper" (or other classifications based on hours of experience) or any other classifications not appearing in the Federal wage rate determination. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractor, the Contractor and subcontractor shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid, bidder collusion, or other fraudulent

SPECIAL PROVISIONS

activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

The Contractor shall comply with Labor Code Section 1775. In accordance with said section, the Contractor shall forfeit as a penalty to the City \$50.00 (fifty dollars) for each calendar day, or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Subdivision 10-1.01.5: Certified Payroll - Pursuant to Section 1776 of the Labor Code, the Contractor and/or subcontractors shall submit weekly to the City for each week in which any contract work is performed a certified copy of all payroll records. Should the Contractor fail to provide such payroll certificates, the City may withhold

\$1,000.00 for each weekly payroll certificate not received from payment due.

Section 10-2 FAIR EMPLOYMENT PRACTICE COMMISSION CERTIFICATION:

The Contractor's attention is directed to the requirements in Section 12990 of the Government Code for nondiscrimination and compliance employment programs.

TECHNICAL SPECIFICATIONS

CIP 17-683

**CONSTRUCTION OF A NEW RETAINING WALL AND
PRE-FAB BUILDING FOUNDATION**

SECTION 700 - GENERAL

700-1 INVESTIGATION OF SITE CONDITIONS

Bidders are urged to visit the site of the work and by their own investigations satisfy themselves as to the existing conditions affecting the work to be completed as part of this project. If the bidder chooses not to visit the site or conduct investigations, bidder will nevertheless be charged with knowledge of conditions, which reasonable inspection and investigation would have disclosed.

700-2 UTILITIES

The existing subsurface utilities have not been shown on plans. To avoid or resolve any interference problems between existing utilities and the proposed work, the Contractor shall field verify the vertical and horizontal locations of all utilities and all other facilities and obstructions prior to beginning any excavations.

Special reference is hereby made to Subsection 5-2, "Protection," of the SSPWC with respect to the protection, repair, and replacement of existing subsurface utilities.

The use of non-destructive / vacuum potholing techniques for locating or exposing utilities shall not be permitted unless prior written consent is obtained from the Engineer. The City reserves the right to deny the Contractor from utilizing non-destructive / vacuum potholing for any reason. Unless indicated otherwise in the Contract Documents, Contractor's bid shall assume that only conventional methods for locating utilities will be allowed.

Where existing facilities such as signs, poles, fences, irrigation, vegetation, and other facilities conflict with the new proposed construction, the Contractor shall relocate such facility. The new location for such facility shall be as directed by the Engineer in the field and shall be within the general vicinity of the existing. Vegetation interfering with construction operations shall be carefully trimmed without damaging the integrity of the vegetation. Vegetation, which must be removed for construction, shall be removed and disposed of by the Contractor.

700-3 WORKMANSHIP AND STANDARD OF CARE

The Plans and specifications are intended to provide sufficient detail for providing installations that are of a high quality. For all items of work and work of various trades, the Contractor is expected to provide workmanship that meets or exceeds the accepted industry standard for each item of work.

TECHNICAL SPECIFICATIONS

Workers are expected to be competent and experienced in their respective trade or to at least be adequately mentored on the job site. Should any specifications or Plans not provide adequate details for the materials or installation requirements of any item of work, the Contractor shall install such item in accordance with the Standard Specifications for Public Works Construction (SSPWC). If the SSPWC does not address a particular work item, the Contractor shall install said item in accordance with the generally accepted industry standard unless the City provides additional details to the Contractor, in which case the City's directives shall prevail.

700-3 SUBMITTALS

The Contractor shall provide the following submittals prior to starting construction:

Project Construction Schedule, sequence and phase plan
Copy of City Business License (Prime and Subcontractors)
24 Hr. Emergency Phone Call List
"Superintendent" and contractor's "Competent Person"
Traffic and Pedestrian Traffic Control Plan
Concrete Material Specifications
Anchor Bolt Specifications
Course Decorative Mason Block Sample
Fill Material Specifications
And others as requested by the engineer

700-4 TIME FOR COMPLETION

The entirety of the project must be completed within 30 calendar days from notice to proceed date. Failure of the contractor to complete the work within the time allowed will result in implementation of liquidated damages fees by the City of Hermosa Beach as stated in the Special Provisions section of the project specifications.

SECTION 701 - MOBILIZATION

701-1 SCOPE OF WORK

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site. Mobilization shall additionally include the establishment of any temporary facilities and the submittal of a detailed construction schedule.

Any other costs of work in advance of construction operations and not directly attributable to any specific bid item shall be included in the item mobilization.

701-2 VIDEO RECORDING

A minimum of one week prior to start of construction, the Contractor shall video record all areas where construction is to take place. Such video recordings shall be provided to the Engineer before construction commences.

These video recordings shall serve as a record of the existing conditions for disputes arising from restoration, and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. Video recordings shall document existing roadway striping and all painted curb markings in the project area. The video recordings shall be standard DVD (digital video disk) in color. All video recordings shall be indexed and catalogued in such a manner that each photographed area is readily identifiable, and shall also indicate the date and time (hour, minutes and seconds) on which the recording was made. The Contractor shall also video record any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of video recording, the area shall be restored as approved by the Engineer at Contractor's expense. All video recordings shall become the property of the City.

701-3 EQUIPMENT REMOVAL AND STORAGE RESTRICTION

All facilities are to remain open and available to the public. Contractor shall remove any/all unnecessary materials, equipment, tools, pedestrian control devices and traffic control devices from the surrounding areas during non-working hours, including weekends and holidays.

Storage of any equipment, materials, tools, pedestrian control devices and traffic control devices is strictly prohibited at the surrounding facilities. It shall be the responsibility of the contractor store all items listed above in secure area outside of the park and its facilities.

701-4 MEASUREMENT AND PAYMENT

Measurement and payment for mobilization shall be included in various items of work and no additional compensation will be made for the removal and disposal of all items, including all labor, equipment, materials, tools, and all incidentals required to complete the job.

SECTION 702 - MISCELLANEOUS REMOVAL AND DISPOSAL OF MATERIAL/EQUIPMENT

702-1 GENERAL

All work shall conform to Section 300-1.3, "Removal and Disposal of Materials," of the Standard Specifications, and includes any miscellaneous removals as shown on the plans or in these Special Provisions.

Existing City streets used during the disposal operation shall be left in a condition equal to the original. The Contractor shall be required to keep the work area clean and clear of unnecessary debris at all times.

All salvageable equipment shall be delivered to the City Yard.

702-2 PAINT REMOVAL

Striping and marking which is to be removed shall be removed by wet sandblasting and all sand shall be removed without delay as the sandblasting operation progresses. All sand blasted asphalt pavements shall be sealed with an asphalt emulsion.

702-3 MEASUREMENT AND PAYMENT

Measurement and payment for miscellaneous removal and disposal is included in various items of work and no additional compensation will be made for the removal and disposal of all items, including all labor, equipment, materials, tools, and all incidentals required to complete the job.

SECTION 703 – TRAFFIC AND PEDESTRIAN CONTROL PLAN

703-1 GENERAL REQUIREMENTS

All work required for maintaining and controlling traffic during the construction period shall conform to the applicable provisions of the SSPWC and these modifications herein. All such work shall additionally conform to the most recent Edition of the Manual on Uniform Traffic Control Devices (MUTCD) and California Supplement to the MUTCD hereinafter referred as MUTCD. Issued by the State of California, Department of Transportation (Caltrans) and the "Work Area Traffic Control Handbook," published by Building News, Inc.

All construction work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular, bicycle and pedestrian traffic.

The Contractor shall be responsible for the protection of vehicular, bicycle and pedestrian traffic until the work called for in the Plans, the Standard

TECHNICAL SPECIFICATIONS

Specifications, and these Special Provisions have been accepted by the Engineer.

The Contractor shall notify the Engineer of intent to begin work at least five working days before work is to begin. The Contractor shall cooperate with the Engineer relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way nor on any section where traffic is restricted at any time.

703-2 CONSTRUCTION SIGNING

Barricades and warning devices shall be provided by the Contractor to delineate the edge of transversable road and shall conform to the MUTCD. Barricades shall be installed around all open traffic areas when no work is in progress.

703-3 ACCESS TO PARKING LOT

Access to all parking lots surrounding Hermosa Beach City Hall and Hermosa Public Storage shall still be allowed and must be maintained for the duration of the project. The parking lots shall be kept open to the maximum capacity possible.

Modifications to traffic control shall be performed to correct any deficiencies in traffic flow (vehicular, bicycle, pedestrian, etc.) as deemed necessary by the Engineer or Public Works Inspector.

703-4 WORKSITE FENCING

Work site chain link fencing with green or decorative mesh shall be placed at all construction locations. Fencing shall be maintained in good condition throughout the duration of the project.

703-5 TRAFFIC AND PEDESTRIAN CONTROL PLAN

Prior to commencing construction, the Contractor shall submit a detailed vehicular and pedestrian Traffic Control Plan for approval by the City. City will attempt to respond to any submittal or resubmittal within three working days. The Contractor shall not commence work prior to receiving an approved Traffic Control Plan. Any delay in acquiring Traffic Control Plan approval will be at the Contractor's expense and no additional working days will be granted.

The Traffic Control Plan shall be prepared by a qualified professional and shall conform to the most recent edition of the MUTCD and the California Supplement to the MUTCD and the plan shall cover signing, flagging, detour geometrics, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersections.

703-6 MEASUREMENT AND PAYMENT

Measurement and payment for traffic and pedestrian control is included in various items of work and no additional compensation will be made for traffic control and or traffic control plans.

SECTION 704 – BUILDING FOUNDATION AND SLAB ON GRADE

704-1 SCOPE OF WORK

The Contractor shall construct a 16 foot by 60 foot, 4 inch thick, concrete foundation at 6 inches above street grade.

The northwest corner of the pad shall be 1 inch above the adjacent final southern street grade of 11th Place.

Construction of the foundation footing shall include the installation of the anchor bolts and pressure treated sill plate as per details on Appendix B system in preparation of the installation of the prefabricated building. The building foundation shall be directly over the retaining wall. Refer to Appendix A.

The Contractor shall be responsible for the surface preparation including removal of vegetation and following geotechnical recommendations.

The contractor shall provide temporary construction fencing surrounding the work area, and implementation of the BMP's to protect receiving water quality. The contractor shall relocate all existing pump drains in the area to drain away from the building footprint. Relocation of the pump drains shall include any new necessary piping materials for completion.

The contractor shall provide a 2 inch Electrical stub out for connection purposes on the northeast corner of the foundation.

The contractor shall provide all needed fill material as specified in the geotechnical report. Fill material analysis shall be approved by the Geotechnical Engineer prior to import.

All work performed must follow the latest edition of the Standard Specifications for Public Works Construction, more commonly known as the

“Green Book.” Construction of the mason block all and the concrete foundation shall follow the foundation detail in Appendix B and the latest edition of the California Building Code.

704-2 MEASUREMENT AND PAYMENT

Measurement and payment for the building foundation and slab on grade construction shall be made at the contract unit price per square foot. The above contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, relocation of drains and utilities, and incidentals for construction of the building foundation and slab on grade.

SECTION 705 – RETAINING WALL, FOUNDATION AND BLOCK WALL

705-1 SCOPE OF WORK

The contractor shall construct a reinforced masonry (block) retaining wall approximately 90 linear feet at 3 to 5 feet high using course decorative masonry block per the latest California Building Code standards. The foundation of the building shall be constructed directly above the masonry wall.

Contractor shall provide all fill and base material and compact all subsurface areas to 90% relative compaction using mechanical compacting equipment. Preparation for both the retaining wall and footings include grading for the improvements. Refer to Appendix D and Appendix E for soils report for additional information on retaining wall details and requirements including the installation of a drainage pipe for the retaining wall.

705-2 MEASUREMENT AND PAYMENT

Measurement and payment for retaining wall shall be made at the contract unit price per linear foot. The above contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, grading, footing, and incidentals and no additional payment will be more to this item.

SECTION 706 – CONCRETE ENTRANCE PAD AND RAILING

706-1 SCOPE OF WORK

Construct an approximately 5 foot wide 20 foot long, 4 inch thick, PCC concrete entrance pad. The pad shall have a 2% max slope towards 11th street and away from the building, and shall have a zero (0) inch max lip adjacent to the building entrance.

The pad shall have 42 inch high 1" thick galvanized railing (to be approved by the Engineer) along the concrete pad.

The southern portion of the entrance pad shall be an extension of the 5 foot retaining wall. Refer to Appendix C for layout configurations.

706-2 MEASUREMENT AND PAYMENT

Measurement and payment for the concrete entrance pad and railing shall be made at the contract unit price per square foot. The above contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for construction of the concrete entrance pad.

SECTION 707 – 6 INCH CONCRETE CURB

707-1 SCOPE OF WORK

Construction of PCC Curb shall conform to the provision of Section 201-1 of the latest version of the Standard Specifications for Public Works Construction (SSPWC) and shall be placed in accordance with the latest SSPWC Section 303-5.

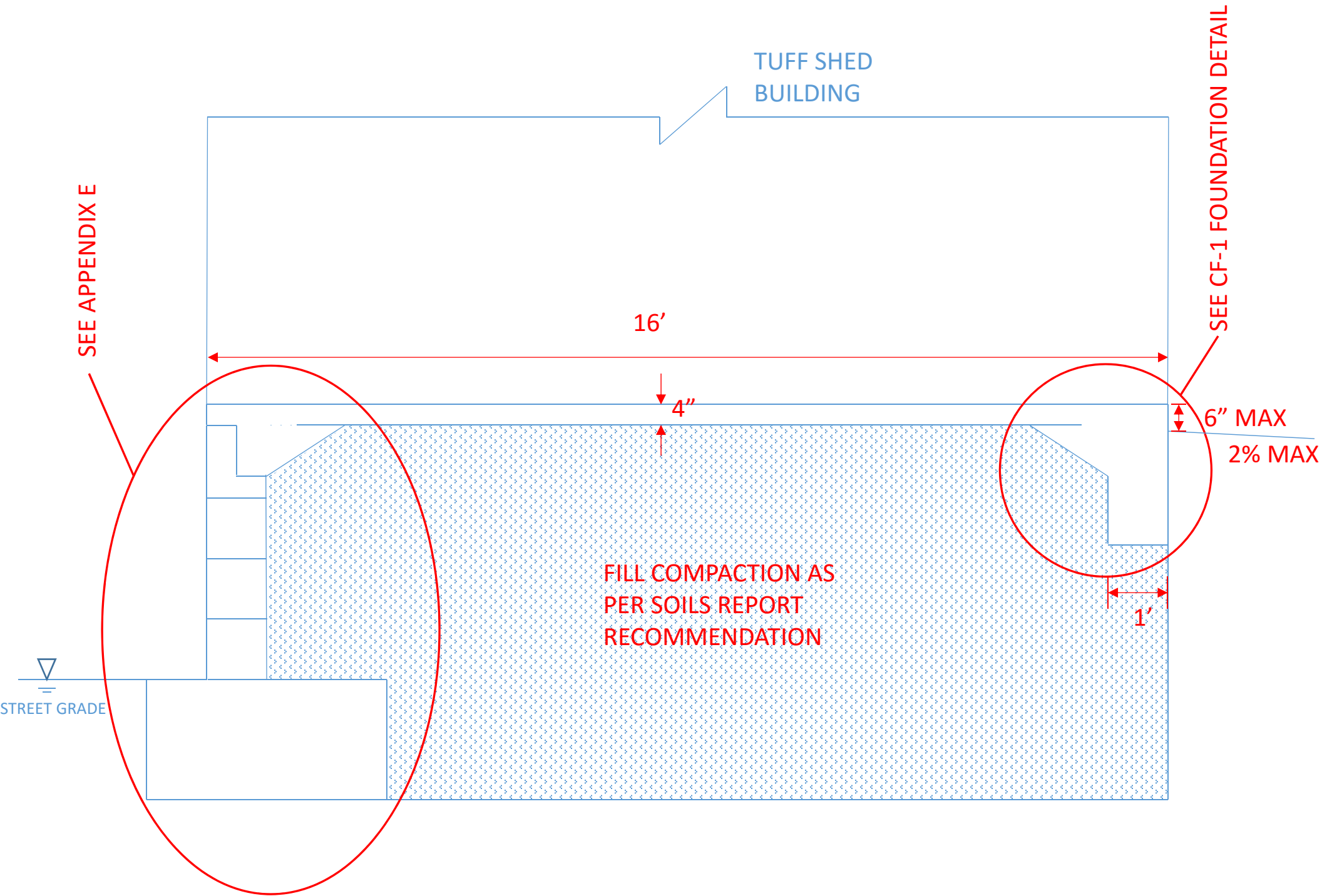
P.C.C. curbs shall be type A-1 per SSPWC Detail 120-2, and City Standards and shall match the existing curb elevation and flow line. Curb shall include 6" of aggregate base (AB) compacted to 95% relative compaction using mechanical compacting equipment.

P.C.C. shall be constructed to the line, grades and design shown on the plans or as directed by the Engineer.

707-2 MEASUREMENT AND PAYMENT

Measurement and payment for the 6 inch Concrete Curb shall be made at the contract unit price per linear foot. The above contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for construction of the 6 inch Concrete Curb.

APPENDIX A



APPENDIX B

ACCESSORY BUILDING
16' X 60' = 960 SQ FT

DRAWING INDEX
A1 - PROJECT NOTES, ELEVATIONS
A2 - SHEAR WALL SCHEDULE
A3 - PLANS
A4 - SECTIONS, DETAILS

PROJECT NOTES

- DESIGN REQUIREMENTS
1. GOVERNING CODES: 2014 LOS ANGELES COUNTY BUILDING CODE WITH LOCAL AMENDMENTS.
OCCUPANCY REQUIREMENTS: SECTION 312 GROUP U DIVISION 1
CONSTRUCTION TYPE: V-N
FIRE ZONE: 3
SINGLE STORY
2. DESIGN SCHEDULE
- A. BUILDING SIZE
WIDTH: 16'-0"
LENGTH: 60'-0"
SIDE WALL HEIGHT: 8'-1 1/8"
TOTAL HEIGHT: 11'-9 1/2"
- B. BUILDING LOADS
ROOF LIVE LOAD: 30 PSF
ROOF SNOW LOAD: 30 PSF
ROOF DEAD LOAD: 10 PSF
- C. ROOF PITCH: 4/12
- D. SEISMIC INFORMATION
SEISMIC IMPORTANCE FACTOR: 1.00
S_s: 2.68
S_i: 0.97
SITE CLASS: D
S_{DS}: 1.79
S_{D1}: 0.97
SEISMIC DESIGN CATEGORY: D
SEISMIC FORCE-RESISTING SYSTEM: BEARING WALL
DESIGN BASE SHEAR/WALL: 2,752 LBS.
BUILDING WEIGHT: 15,403 LBS.
C_s: 0.27
R: 6.5
ANALYSIS PROCEDURE: SIMPLIFIED DESIGN
REDUNDANCY FACTOR: 1.30
DESIGN SOIL LOAD BEARING: 1500 PSF
- E. WIND INFORMATION
BASIC WIND SPEED, V_{ULT}: 110 MPH, V_{ASD}: 85 MPH
WIND IMPORTANCE FACTOR: 1.00
WIND EXPOSURE: C
INTERNAL PRESSURE COEFFICIENT: +/-0.18
C&C DESIGN WIND PRESSURE: -17.1 PSF
3. ROOFING SCHEDULE
- A. ROOF SHEATHING SHALL BE APA RATED 7/16" THICK OSB WITH FOIL BACKING. STAGGER LAYOUT PER APA CONDITION 1.
B. P1 #24/16 MIN UNBLOCKED.
C. SHEATHING NAILING SHALL BE PER NAILING SCHEDULE.
D. 25 YEAR FIBERGLASS SHINGLES (**CLASS A**) (U.N.O.).
E. 15 LB. ROOFING FELT.
F. TYPE 'D' METAL DRIP EDGE FLASHING REQUIRED ALL SIDES.
G. TRUSSES SHALL BE SPACED @ 16" OC.
H. SEE SEPARATE TRUSS SHEETS FOR TRUSS FRAMING AND MATERIALS.
I. TRUSS CONNECTION PLATES 'EAGLE METAL PLATES' ICC #ESR 1082.
J. THE TRUSS PLATE INSTITUTE (TPI) (NER QA 430) IS THE INSPECTION AGENCY RESPONSIBLE FOR IN-PLANT INSPECTIONS.
K. TRUSS MANUFACTURER: TUFF SHED, INC.
4. WOOD FRAMING
- A. ALL HEADERS ARE HEM FIR (HF) # 2 (U.N.O.) WITH THE FOLLOWING DESIGN VALUES: F_b = 850 PSI, F_t = 525 PSI, F_v = 150 PSI, F_{ci} = 1300 PSI, E = 1.3 x 10⁶ PSI.
B. ALL WALL FRAMING MEMBERS SHALL BE STUD GRADE OR BETTER WITH THE FOLLOWING DESIGN VALUES: F_b = 675 PSI, F_t = 400 PSI, F_v = 150 PSI, F_{ci} = 800 PSI, E = 1.2 x 10⁶ PSI.
C. STUDS SHALL BE SPACED @ 16" OC.
D. FASTEN EXTERIOR WALL SHEATHING TO FRAMING PER NAILING SCHEDULE.
E. PROVIDE SOLID BLOCKING AT ALL HORIZONTAL JOINTS OCCURRING IN BRACED WALL PANELS.
F. SHEAR WALL MATERIAL SHALL BE AS SPECIFIED IN SHEAR WALL SCHEDULE.
G. SHEAR WALL NAILING SHALL BE AS SPECIFIED IN SHEAR WALL SCHEDULE.
H. LAMINATED VENEER LUMBER (LVL) SHALL BE LVL 2.0E-2600 F_b WITH THE FOLLOWING DESIGN VALUES: F_b = 2600 PSI, F_t = 1555 PSI, F_v = 285 PSI, F_{ci} = 2510 PSI, F_{CL} = 750 PSI, E = 2.0 x 10⁶, SG = 0.50
5. SOIL
- A. MIN. REQUIRED SOIL TYPE SHALL BE CLAY, SANDY CLAY, SILTY CLAY, OR CLAYEY SILT (CL, ML, MH & CH). PREScriptive ALLOWABLE SOIL BEARING PRESSURE USED IN DESIGN IS 1500 PSF AT 12" DEEP. VALUES ARE PER TABLE 1804.2.
B. IN THE EVENT OF THE DISCOVERY OF EXPANSIVE SOILS, FOUNDATION WILL EXTEND MIN. 2'-0" BELOW GRADE.
C. ALL FOOTINGS SHALL BE FOUNDED ON UNDISTURBED NATURAL SOIL.
D. IN THE EVENT EXCAVATIONS REVEAL UNFAVORABLE CONDITIONS, THE SERVICES OF A SOILS ENGINEER MAY BE REQUIRED.
6. PERMIT
- A. PERMIT APPLICATIONS, WHERE NO PERMIT IS ISSUED, SHALL EXPIRE PER LIMITATIONS SET BY LOCAL CODES, SECTION 105.5.
B. JOB CARD REQUIRED TO BE AVAILABLE FOR SIGNATURE AT JOB SITE

- GENERAL NOTES
1. GENERAL:
- A. ERECTION PROCEDURES SHALL CONFORM TO OSHA STANDARDS. BUILDER SHALL PROTECT ALL ADJACENT PROPERTY, STRUCTURES, TREES, UTILITIES, ETC.
B. BUILDER IS RESPONSIBLE FOR SAFETY OF BUILDING DURING CONSTRUCTION. PROVIDE ALL SHORING OR BRACING AS REQUIRED AND PER GOVERNING REGULATIONS.
C. ALL WOOD CONSTRUCTION CONNECTORS REFERENCED IN THIS DRAWING SHALL BE SIMPSON 'STRONG-TIE' OR EQUIVALENT INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
D. GREEN VINYL SINKER NAILS DO NOT MEET THE NAILING REQUIREMENTS OF COMMON NAILS.
E. FASTENERS FOR PRESERVATIVE-TREATED OR FIRE-RETARDANT-TREATED WOOD SHALL BE OF HOT DIPPED ZINC-COATED GALVANIZED STEEL IN ACCORDANCE WITH ASTM A 153.
F. FIELD-CUT ENDS, NOTCHES AND DRILLED HOLES OF PRESERVATIVE-TREATED WOOD SHALL BE FIELD-TREATED PER AWPA M4.
2. PLYWOOD DIAPHRAGMS:
PRODUCT STD PS 1-95, DOUGLAS FIR-LARCH, STRUCTURAL 1 (OR CDX).
3. MATERIAL EVALUATION REPORT IDENTIFICATION
- A. TRUSS CONNECTION PLATES BY EAGLE METAL PLATES PER ICC ES REPORT #ESR-1082 (LARR #24870).
B. DURATEMP SIDING BY ROSEBURG FOREST PRODUCTS IS APPROVED FOR USE WITHOUT UNDERLAYMENT PER ICC ESR REPORT #ESR-2760 (LARR #25511).
C. HARDIPANEL SIDING BY JAMES HARDIE BLDG PRODUCTS PER NES REPORT #NER-405 (LARR #24862).
D. LAMINATED VENEER LUMBER (LVL) PER ICBC ES REPORT #ESR-1387 (LARR #25202).
E. HDU PRE-DEFLECTED HOLDDOWNS BY SIMPSON PER ICC ES REPORT #ER-2330 (LARR #25720).
F. SSTB ANCHOR BOLTS BY SIMPSON PER ICC ES REPORT #ER-4935 (LARR #25248).

PRELIMINARY -
NOT FOR
CONSTRUCTION

STRUCTURAL DRAWINGS BY:
TUFF SHED
IN HOUSE DRAFTING
DEPARTMENT
1777 S. HARRISON STREET
DENVER, COLORADO 80210
(303) 753-TUFF

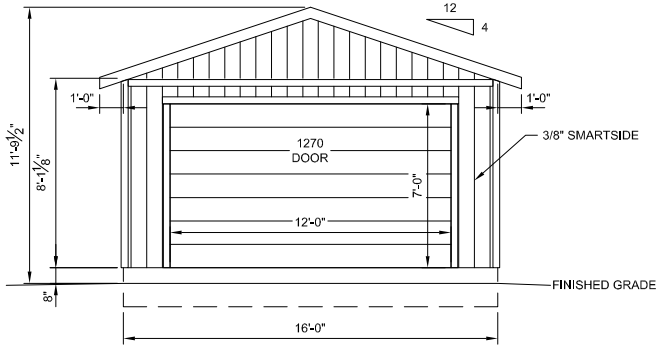
Inv No. PRESALE
PO No.
Customer: HERMOSA BEACH CITY
Description: ACCESSORY BUILDING
16' X 60' = 960 SQ FT
Site Address: HERMOSA BEACH, CA

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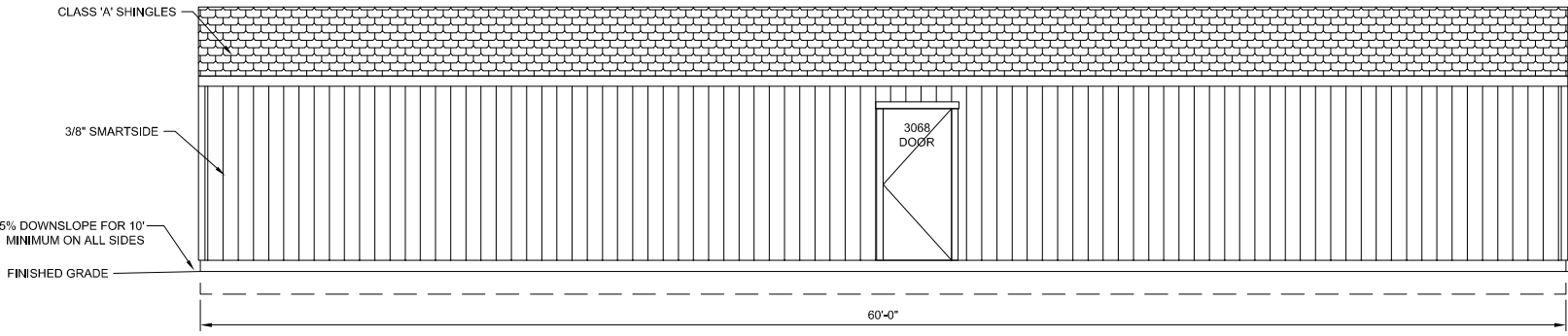
TUFF SHED
Storage Buildings & Garages
TUFF SHED, INC.
12776 FOOTHILL BLVD, UNIT A
SYLMAR, CA 91342
(619) 838-7200
CONTRACTORS LICENSE #651654
STORE 193
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Drawn By: PG
Date: 6-16-15
Checked By:
Date:
Revised:
Revised:
Title:
PROJECT NOTES
ELEVATIONS
Scale: 1/4" = 1'-0"
Sheet:

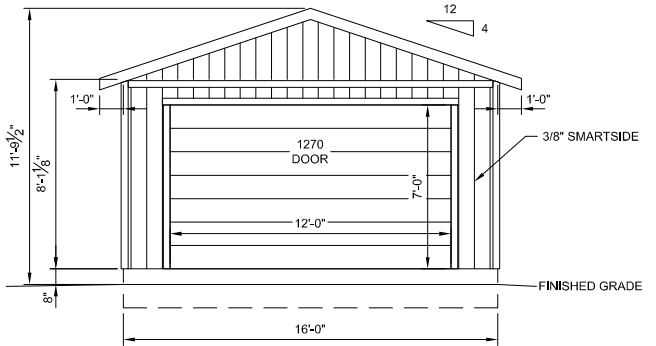
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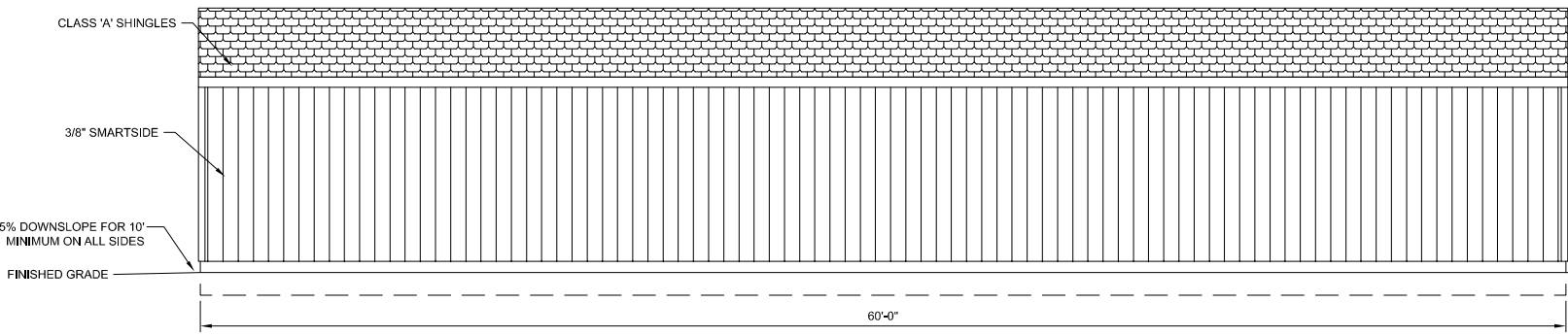
WALL A ELEVATION



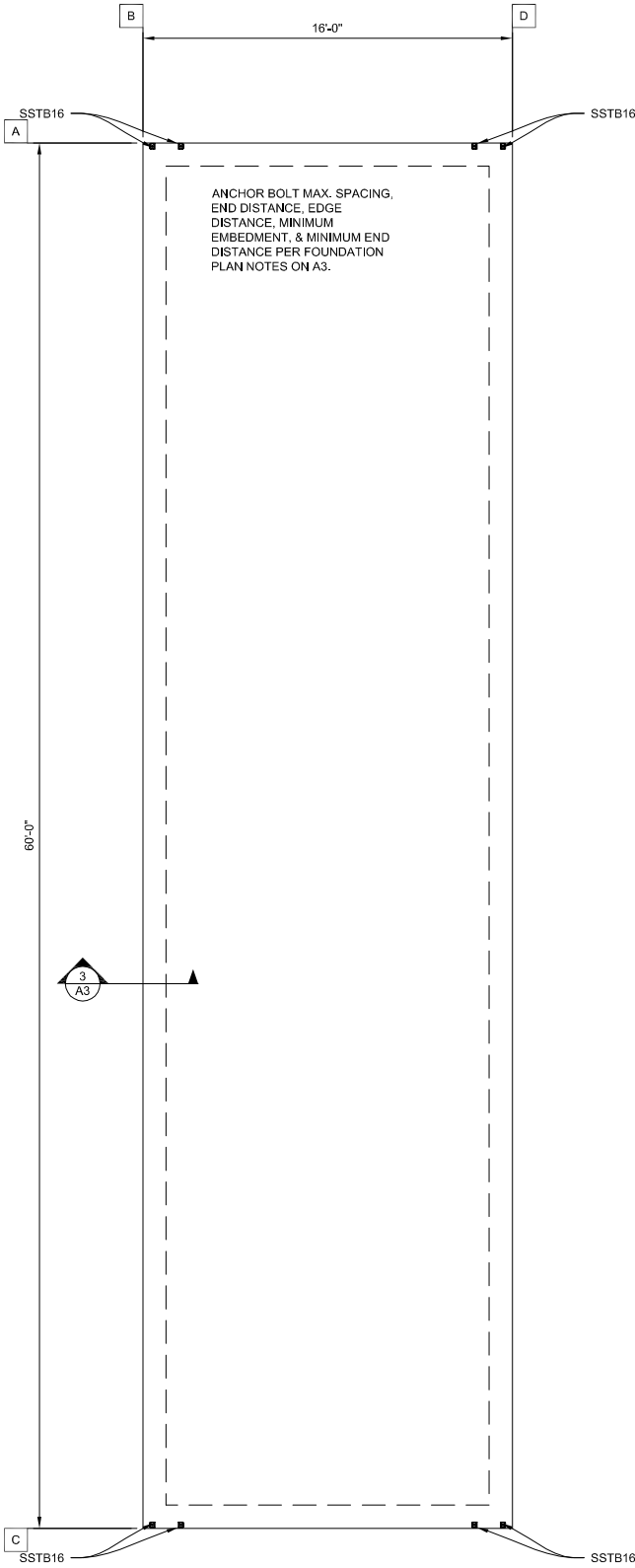
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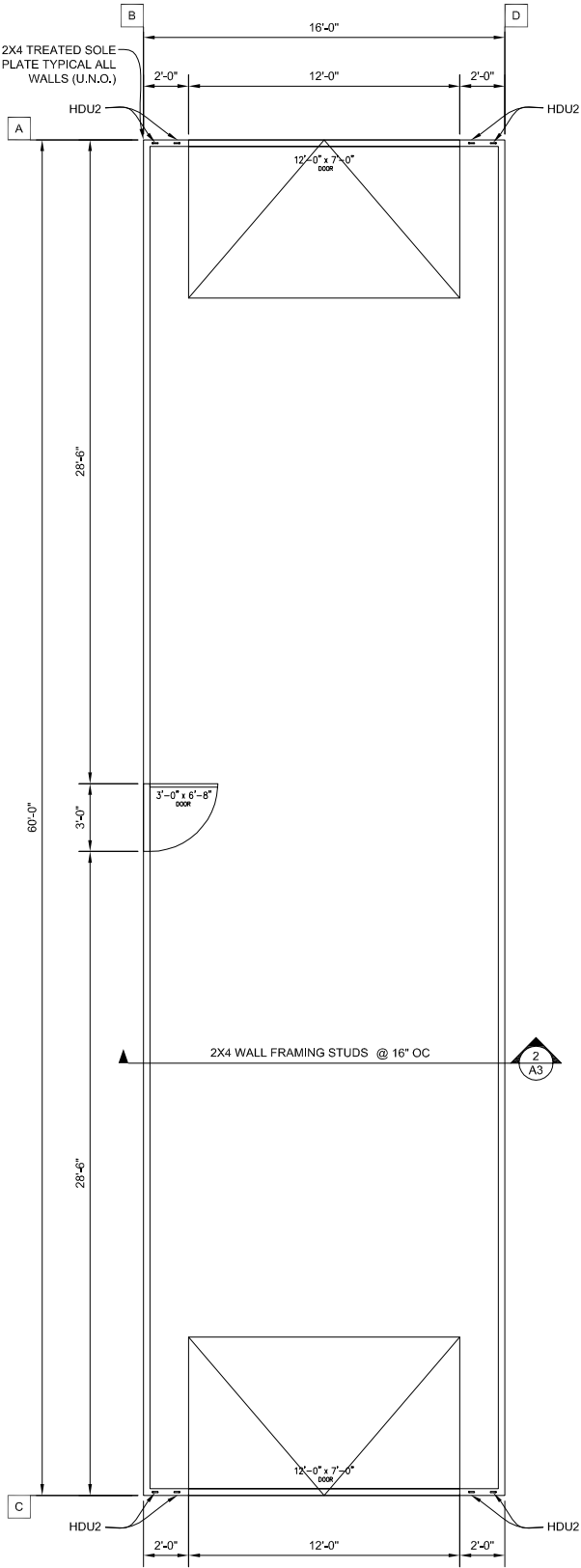
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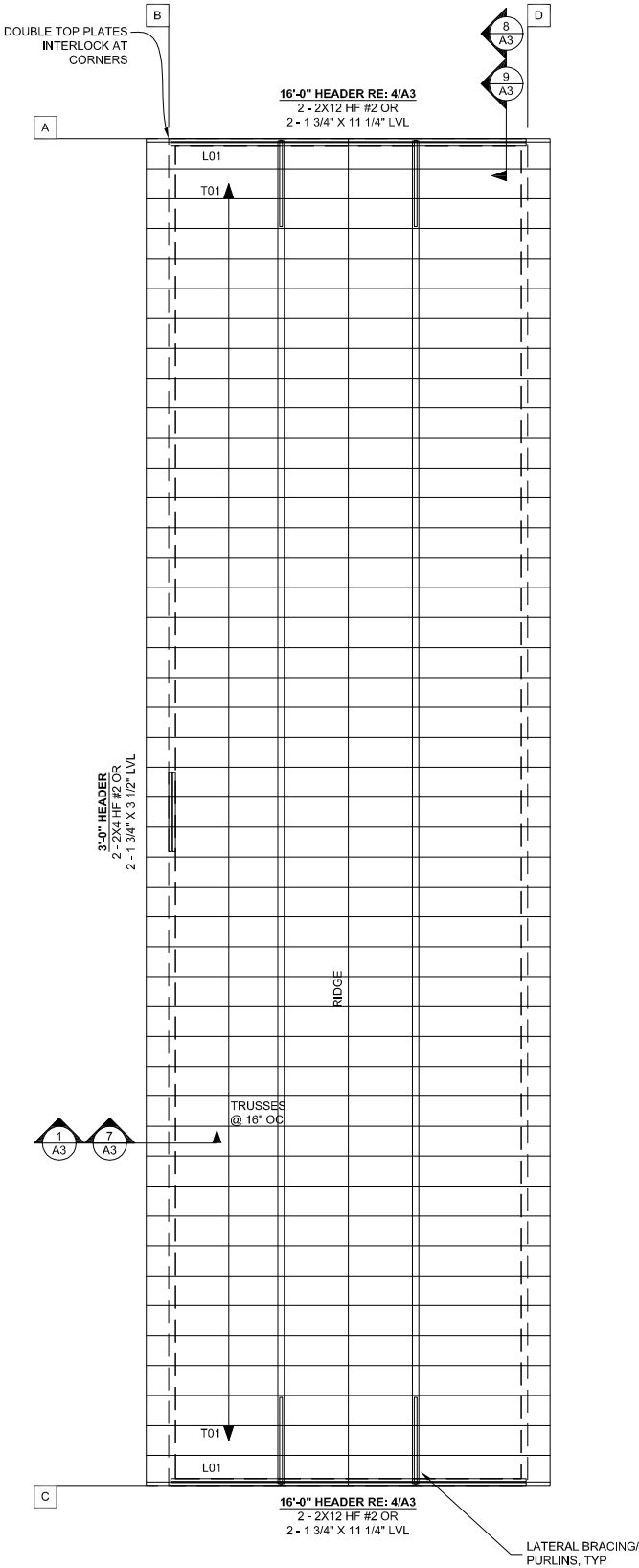
WALL D ELEVATION



FOUNDATION PLAN



FLOOR PLAN



ROOF FRAMING PLAN

PRELIMINARY -
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CONSTRUCTION

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PO No.
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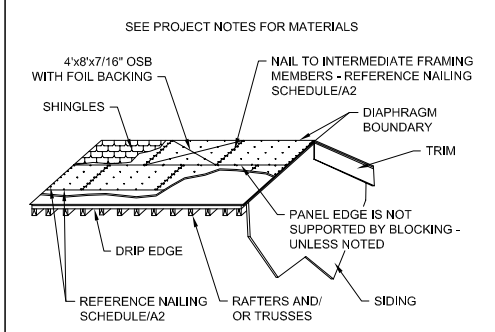
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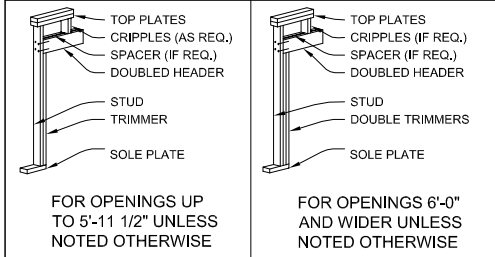
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PLANS

Scale: 1/4" = 1'-0"
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A3
Sheet 3 of 4

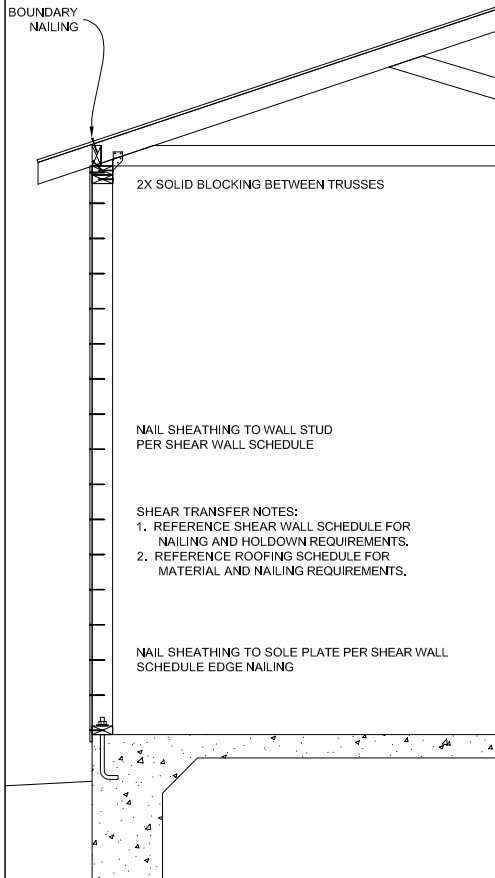


6 ROOFING SHEATHING NAILING DTL

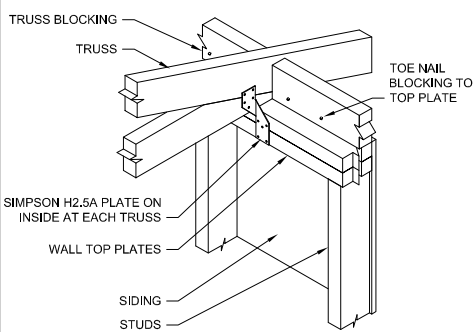


NAILING:
HEADER TO STUD - 4-8d TOENAIL OR 4-16d END NAIL
DOUBLED HEADER - 16d @ 16" STAGGERED FACE NAIL
REFERENCE TABLE 2304.9.1

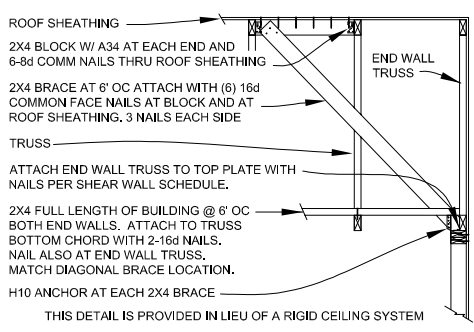
5 HEADER DETAIL
NOT TO SCALE



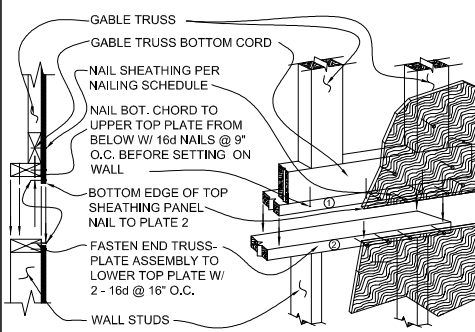
1 SHEAR TRANSFER DETAIL
3/4" = 1' - 0"



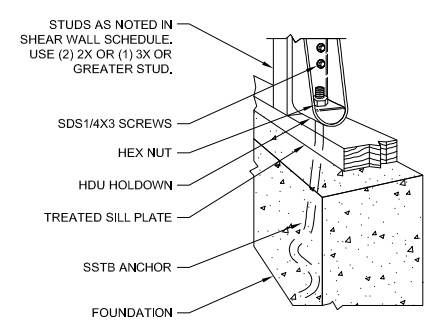
7 H2.5A RANCH TRUSS ATTACHMENT
DETAIL WITH BOTTOM CHORD



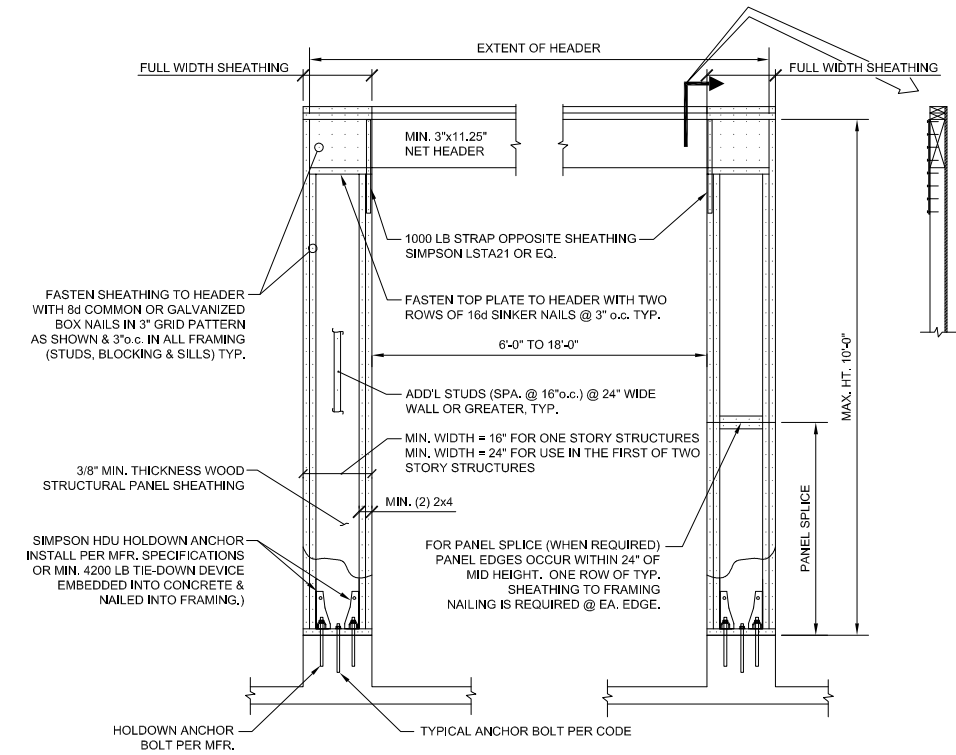
8 END WALL BRACE and
TRUSS BOTTOM CHORD BRACE
NOT TO SCALE



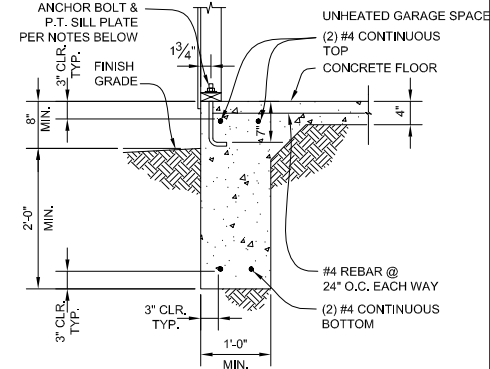
9 ENDWALL ASSEMBLY DETAIL



10 SSTB & HDU INSTALLATION
NOT TO SCALE



4 DOUBLE PORTAL



DEEP MONOLITHIC FOUNDATION

- CONTINUOUS FOOTING NOTES
1. TOP OF SLAB TO BE 8" MIN. ABOVE GRADE. SLAB REINFORCEMENT SHALL BE #4 REBAR @ 16" O.C. EACH WAY. LOCATE AT MID-DEPTH OF SLAB.
 2. ALL FOOTING FORMS SHALL BE INSPECTED FOR SIZE AND REINFORCING BEFORE POURING CONCRETE.
 3. FOOTINGS SHALL BEAR ON UNDISTURBED NATURAL, COMPETENT SOIL, OR PROPERLY COMPACTED STRUCTURAL FILL. ALLOWABLE SOIL BEARING PRESSURE IS 1500 PSF AT 12" BELOW GRADE.
 4. CONCRETE: MINIMUM 28 DAY COMPRESSIVE STRENGTH, f_c = 2500 PSI.
 5. REINFORCING STEEL: A615, GRADE 40 OR GRADE 60. ALL REINFORCING STEEL SHOWN TO BE CONTINUOUS MAY BE LAPPED A MINIMUM OF 38 BAR DIAMETERS OR 24" MINIMUM, WHICHEVER IS LARGER.
 6. SEISMIC DESIGN CATEGORY: D
A. ATTACH PRESSURE TREATED SOLE PLATE TO THE FOOTING USING 5/8" DIA X 10" LONG 1" BOLTS WITH NUTS AND 3"x3"x1/4" PLATE WASHERS.
B. ANCHOR BOLTS SHALL BE EMBEDDED AT LEAST 7" INTO THE CONCRETE AND SHALL BE SPACED NOT MORE THAN 6' OC.
C. THERE SHALL BE A MINIMUM OF 2 BOLTS PER SOLE PLATE PIECE WITH 1 BOLT LOCATED NOT MORE THAN 12" NOR LESS THAN 7 BOLT DIAMETERS FROM EACH END OF EACH PIECE.

3 CF-1 FOUNDATION DETAIL
3/4" = 1'-0" or 1/16 scale

APPENDIX B

PRELIMINARY -
NOT FOR
CONSTRUCTION

STRUCTURAL DRAWINGS BY:
TUFF SHED
IN HOUSE DRAFTING
DEPARTMENT
1777 S. HARRISON STREET
DENVER, COLORADO 80210
(303) 753-TUFF

PO No. Inv No. PRESALE
Customer: HERMOSA BEACH CITY
Description: ACCESSORY BUILDING
16' X 60' = 960 SQ FT
Site Address: HERMOSA BEACH, CA

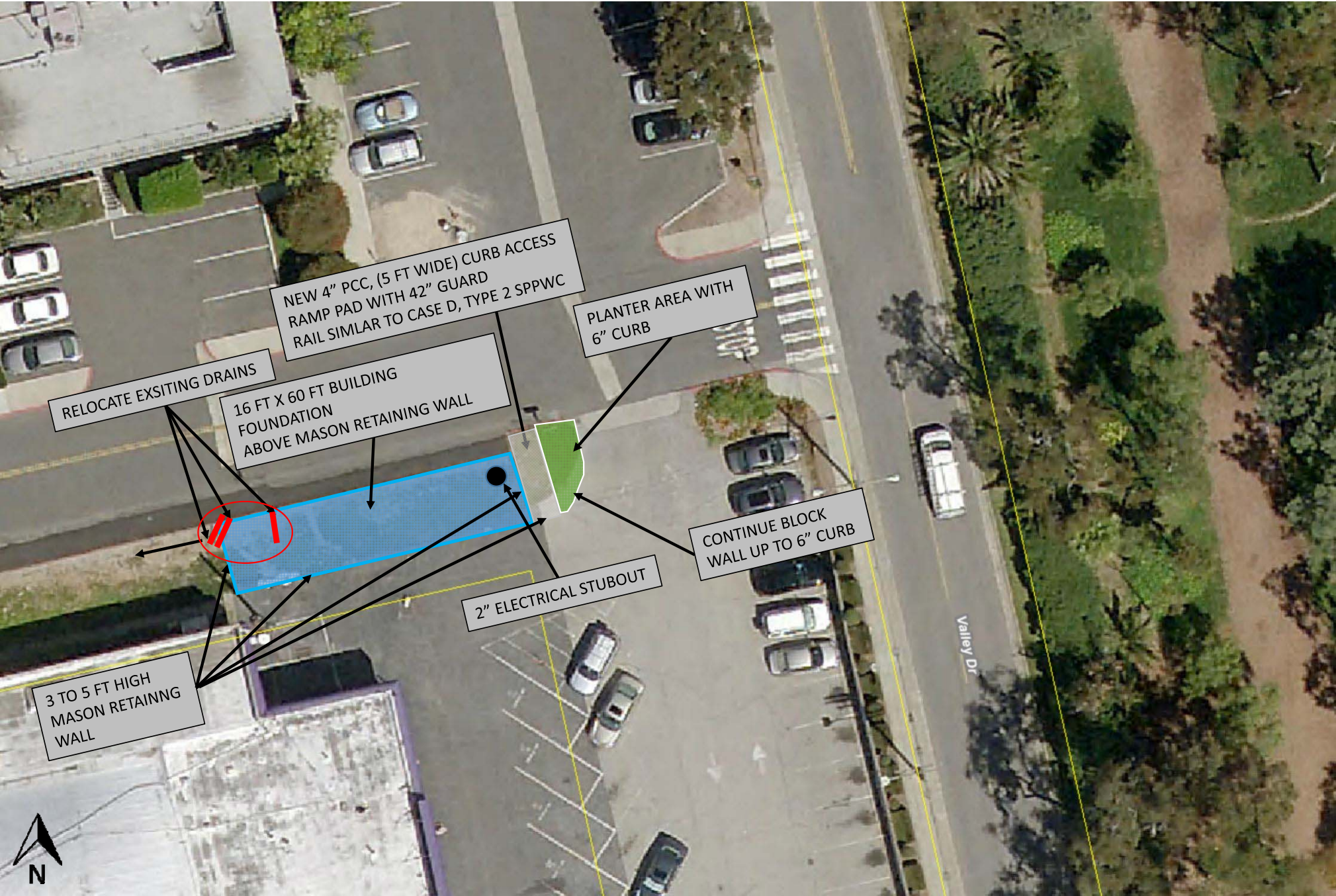
THESE DRAWINGS AND THE
DESIGN ARE THE PROPERTY OF
TUFF SHED, INC. THESE
DRAWINGS ARE FOR A
BUILDING TO BE SUPPLIED AND
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Drawn By: PG
Date: 6-16-15
Checked By:
Date:
Revised:
Revised:
Title:
-
SECTIONS
DETAILS
-
Scale: NONE
Sheet:

A4
Sheet 4 of 4

APPENDIX C





Orange County

17782 Georgetown Lane
Huntington Beach, California 92647
Tele: (714) 375-3830
Fax: (714) 375-3831

San Bernardino County

14163 Arrow Boulevard
Fontana, California 92335
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**GEOTECHNICAL REPORT
FRIENDS OF THE LIBRARY TEMPORARY BUILDING SITE
1315 VALLEY DRIVE
HERMOSA BEACH, CALIFORNIA
AESCO PROJECT NO. 20173215-E6165**

Prepared for:

**City of Hermosa Beach
Public Works Department
1315 Valley Drive
Hermosa Beach, CA 90254**

Attention: Mr. Matt Steele, CPII

Prepared By:

**AESCO
17782 Georgetown Lane
Huntington Beach, California 92647
Adam Chamaa, MSCE, P.E., Manager**

August 23, 2017

**Orange County**

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Fontana, California 92335
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Fax: (909) 284-9201

August 23, 2017

Mr. Matt Steele, CPII
City of Hermosa Beach
Public Works Department
1315 Valley Drive
Hermosa Beach, CA 90254

**Subject: Geotechnical Report
Friends of the Library Temporary Building Site
1315 Valley Drive
Hermosa Beach, CA
AESCO Project No. 20173215-E6165**

Dear Mr. Steele:

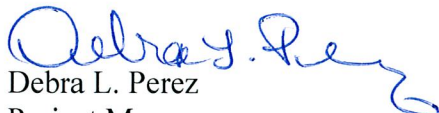
AESCO is pleased to provide you three (3) copies of the of the geotechnical report for the above-referenced project. It is proposed to extend the existing parking lot to accommodate a 15-foot to 16-foot wide by 60-foot long Tough Shed Trailer which will be used as a temporary location for the Friends of the Library and to construct a new 3-foot to 5-foot high retaining wall.


AESCO will be happy to assist you further on this project by furnishing any Construction Materials Testing and Inspection Services you may require during the construction phase of the project. We are a full service-testing laboratory and inspection service and can supply the full range of testing and inspection services such as soils, concrete, asphalt, steel, welding, etc. that may be necessary for construction of this project.

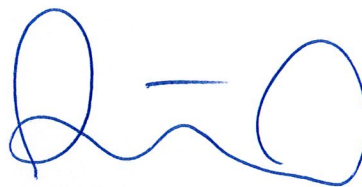
Please do not hesitate to contact us if you have any questions or if we may be of any additional assistance. We look forward to assisting you during the construction of the proposed facility.

Sincerely,

AESCO, Inc.


Debra L. Perez
Project Manager


Omar Chamaa, E.I.T.
Project Engineer



Adam Chamaa, P.E., G.E.
Senior Project Manager



Section 1	Introduction.....	1-1
Section 2	Field Investigation and Laboratory Testing	2-1
	2.1 Field Investigation	2-1
	2.2 Laboratory Testing.....	2-1
Section 3	Site Conditions	3-1
	3.1 Regional Geologic Setting	3-1
	3.2 Site and Subsurface Conditions	3-1
Section 4	Conclusions and Recommendations.....	4-1
	4.1 Seismic Design.....	4-1
	4.2 Liquefaction Potential	4-1
	4.3 Foundation Recommendations.....	4-2
	4.3.1 Shallow Foundations.....	4-2
	4.4 Retaining Walls.....	4-3
	4.4.1 Lateral Earth Pressures	4-3
	4.4.2 Wall Backdrain	4-4
	4.4.3 Wall Backfill.....	4-4
	4.4.4 Erosion Control.....	4-4
	4.5 Site Preparation and Earthwork.....	4-4
	4.6 Soil Corrosivity	4-6
	4.7 Utility Trenches	4-6
	4.8 Asphaltic Concrete Pavement	4-7
	4.9 Construction Observations and Field Testing.....	4-7
Section 5	General Conditions	5-1

Appendix

Site Plan (Figure 1)

Log of Borings B-1 and B-2

Laboratory Test Data

Seismic Design Data

SECTION ONE**Introduction**

**Geotechnical Report
Friends of the Library Temporary Building Site
1315 Valley Drive
Hermosa Beach, CA**

This report authorized by the City of Hermosa Beach, based on our proposal dated August 1, 2017 presents the results of a geotechnical investigation performed by AESCO for the proposed Friends of the Library Temporary Building Site to be constructed at the subject site. The projects consists of extending the parking lot to accommodate a 15-foot to 16-foot wide by 60-foot long Tough Shed Trailer which will be used as a temporary location for the Friends of the Library and a new 3-foot to 5-foot high retaining wall.

The layout of the proposed facility is shown on the Site Plan, Figure 1.

The purpose of this study was to provide geotechnical recommendations for design of the new facility. The scope of our services included the following:

- Coordinating site access for the field investigation;
- Mark the site for underground utilities with USA;
- Performing geotechnical drilling and sampling at the site;
- Performing laboratory testing of representative samples;
- Conducting a seismic hazards screening;
- Performing engineering analyses; and
- Preparing this report.

This report summarizes our findings and presents geotechnical recommendations for design of the new facility.

SECTION TWO

Field Investigation and Laboratory Testing

2.1 FIELD INVESTIGATION

A field investigation was conducted at the site on August 10, 2017 to obtain information on the subsurface conditions. The field investigation consisted of drilling two borings with a hollow stem auger drilling rig to a maximum depth of 15 feet below the existing ground surface. Boring B-1 was placed at the southeast corner of the low building pad 2 elevation and boring B-2 was placed at the northwest location at the higher pad location. The approximate boring locations are shown on the Site Plan, Figure 1. The site plan is based on a proposed site layout drawing based on Google Earth provided by the City of Hermosa Beach. AESCO personnel logged the borings and visually classified and collected samples of the subsurface materials encountered in the borings. The borings were backfilled with cuttings. The Logs of Borings B-1 and B-2 are presented in the attached Appendix.

Drive samples were taken in the borings using either a Standard Penetration Test (SPT) sampler or a Modified California (MC) sampler. The sampler was driven 18 inches into the bottom of the borehole using a 140-pound hammer falling a distance of 30 inches. The MC sampler barrel was lined with stainless steel liners to collect relatively undisturbed soil samples. All of the samples were sealed and packaged to help preserve the natural moisture content and to protect them from further disturbance.

2.2 LABORATORY TESTING

All testing was performed in accordance with ASTM Standards and California Test Methods. Laboratory testing performed in our Huntington Beach, California geotechnical laboratory consisted of water content (ASTM D4959), dry density (ASTM D2937), direct shear (ASTM D3080), and washed sieve analysis (ASTM D1140). Results of the laboratory tests of samples collected from the borings are summarized on the Boring Logs and are included in the attached Appendix. Chemical analyses, including pH (ASTM D1293), soluble sulfates (CT417) and soluble chlorides (CT422) were also performed. Results of the chemical testing are presented in Section 4.6.

3.1 REGIONAL GEOLOGIC SETTING

The site is located within the Los Angeles Basin, near the northern boundary of the Peninsular Ranges Physiographic Province. The Peninsular Ranges Physiographic Province is characterized by northwest-trending topographic structures, including the Newport Inglewood Fault Zone and the axis of the Los Angeles Basin. The Santa Monica Mountains, located north of the site, are the southernmost of the east-west trending mountain ranges that comprise the Transverse Ranges Physiographic Province.

3.2 SITE AND SUBSURFACE CONDITIONS

The site of the proposed temporary structure is partially covered with asphaltic concrete and partially covered with grass. The new retaining wall will be placed adjacent to the south side of the structure. The site slope gently to the south with a change in elevation of approximately 3 to 5 feet. Fill will be placed to extend the north side of the parking area and place the temporary structure on top. Existing underground utilities may be present within the site boundary.

The material encountered in boring B-1 beneath the asphaltic concrete consisted of loose to medium dense silty sand with gravel (possibly fill material) to a depth of 7 feet, native loose sand to a depth of 13 feet and very dense silty sand to the total depth drilled of 15 feet. The material encountered in boring B-2 beneath the asphaltic concrete consisted of loose to medium dense sand to a depth of 7 feet and loose to medium dense sand/silty sand to the total depth drilled of 15 feet. The asphaltic concrete consisted of 5 inches of asphalt over 18 inches of base in boring B-1 and 4 inches of asphalt over 3 inches of base in boring B-2.

Groundwater was not encountered within the borings. Based on regional data, groundwater is anticipated to occur at a depth greater than 10 feet (CGS, 1998). The depth to groundwater may fluctuate, depending on rainfall and possible groundwater recharge or pumping activity in the site vicinity

4.1 SEISMIC DESIGN

A seismic hazards screening was performed for this site to evaluate potential seismic hazards. The seismic hazards screening consisted of reviewing available data published by the California Geological Survey (CGS), the 2016 California Building Code (CBC), and the 2015 International Building Code (IBC). The site is located in the United States Geological Survey Redondo Beach Quadrangle. Data reviewed yielded the following Seismic Parameters:

Site Class	D
Spectral Response ‘Ss’	1.630g
Spectral Response ‘SMs’	1.630g
Spectral Response ‘S1’	0.620g
Spectral Response ‘SM1’	0.931g

Data published by the USGS was reviewed. Results of the fault search are presented in the Appendix. A listing of faults within 100 miles of the site is also included. The search indicates that the Palos Verdes Connected fault is 2.11 miles from the site.

The CGS (CDMG, 2000-003) does not delineate this site as being within an Alquist-Priolo Earthquake Fault Zone. However, with the active faults in the region, the site could be subjected to future strong ground shaking that may result from earthquakes on local to distant sources.

4.2 LIQUEFACTION POTENTIAL

Liquefaction is a mode of ground failure that results from the generation of high pore water pressures during earthquake ground shaking, causing loss of shear strength. Liquefaction is typically a hazard where loose sandy soils exist below groundwater. The CGS has designated certain areas within southern California as potential liquefaction hazard zones. These are areas considered at a risk of liquefaction-related ground failure during a seismic event, based upon mapped surficial deposits and the presence of a relatively shallow water table. The project site is not located within a potential liquefaction hazard zone as designated by the CGS (1999). Materials encountered at the project site generally consist of loose to very dense granular soil. Groundwater was not encountered within the borings which were drilled to a maximum depth of 15 feet beneath the existing ground surface. Historical high groundwater in the project vicinity is greater than 10 feet below the ground surface (CGS, 1998). Based on this we have concluded

that the potential for liquefaction at the site is low. Other geologic hazards related to liquefaction, such as lateral spreading, are therefore also low.

Based on the results of our investigation, the proposed structure may be supported on a shallow foundation system. The entire footprint of the proposed structure and 5 feet beyond, where possible, should be overexcavated to a depth of 1 foot below the proposed bottom of the footings and recompact to at least 90 percent relative compaction as determined by ASTM D1557 (See Section 4.6).

4.3 FOUNDATION RECOMMENDATIONS

4.3.1 Shallow Foundations

The soil in the upper three feet has a low potential to swell and shrink. All sidewalk and outside slabs shall be reinforced and tied to the structure.

The recommended design bearing pressure for spread and continuous footings placed at a minimum depth of 24 inches below the existing surface is 1,700 psf and 2,200 psf, respectively, for dead plus live loads. The footings will be placed in compacted fill. The fill should be compacted as per the Site Preparation Section (4.6) of this report. The edge of the footings should be a minimum of 3 feet from the inside face of the retaining. On the slope side, the edge of the footings should be a minimum of 5 feet from the crest of the slope. A passive soil resistance of 150 pcf/ft may be used with a maximum of 1,000 psf and a friction coefficient of 0.35 may be assumed for design against lateral forces. This design bearing pressure can be increased by 1/3 for temporary loads, such as, wind or seismic loads. However, actual design of foundation reinforcement will be performed by the Structural Engineer.

AESCO recommends spread footings be a minimum of 24 inches wide and continuous footings be a minimum of 18 inches wide, to mitigate the potential for shear failure.

In accordance with Section 4.6, "Site Preparation and Earthwork," any undocumented fill should be removed and replaced with compacted engineered fill. A representative of AESCO should confirm the depth of fill at the time of construction.

All walkways, new slabs, and separately poured structures should be tied to any existing slabs and foundation with #4 rebar, 30 inches in length, on 18-inch centers, embedded a minimum of 8 inches into the building slab, or adjacent slabs, to reduce the potential for separation and differential settlement.

Under static loading, settlement of the footings designed according to our recommendations is estimated to be less than 1 inch. Differential settlement between similarly loaded footings is expected to be about one-half the total settlement.

4.4 RETAINING WALLS

4.4.1 Lateral Earth Pressures

Walls below grade will be subjected to lateral earth pressures from the retained soils and surcharge loads. Accordingly, these structures should be designed to resist appropriate lateral earth pressures.

For design purposes, a triangular distribution of lateral earth pressures with an equivalent fluid pressure of 37 pounds per cubic foot (pcf) should be used in design of walls below grade. This assumes a horizontal grade behind the wall. At corners, transverse walls are likely to impose restraint to free rotation.

The design values assume free-draining backfill materials are placed behind the wall. Surcharge pressures (dead or live) should be added to the above lateral earth pressures where surcharge loads may be located adjacent to the wall. Surcharge pressures should be applied as a uniform (rectangular) pressure distribution by using a pressure equal to 0.4 times the surcharge pressure for restrained walls. Vertical surcharges set back behind the wall a horizontal distance greater than the wall height need not be added the design pressure. The above coefficients assume a uniform surcharge load. Specific recommendations can be provided for point, line, or other loading conditions.

Total lateral earth pressures acting on the wall during a seismic event will likely include the static force and the dynamic increment. Total lateral earth pressures acting on the wall during a seismic event will likely include the static force and the dynamic increment. Using the Mononobe-Okabe procedure, a dynamic lateral earth pressure increment (for a 0.631g) peak ground acceleration of 52H may be assumed for design purposes, where H (in units of feet) is the height of the soil behind the wall which may be applied to the wall as a pressure starting at the toe of the wall and increased upward. The lateral earth pressures recommended above are based upon the assumption that the backfill is granular, the ground surface behind the wall is level, and the wall backfill is well drained.

4.4.2 Wall Backdrain

Adequate drainage should be provided behind the below-grade walls to collect water from irrigation, landscaping, surface runoff, or other sources, to achieve a free-draining backfill condition. The wall back drain should consist of Class 2 permeable materials that are placed behind the entire wall height to within 18 inches of ground surface at the top of the wall. As a minimum, the width of Class 2 permeable materials behind the wall should be two feet. Water collected by the back drain using a perforated pipe, should be directed to an appropriate outlet for disposal.

4.4.3 Wall Backfill

Backfill behind walls below grade should consist of granular backfill that is placed directly above and behind the drain material. The site soils are expected to be acceptable for use as wall backfill as they have a low expansion potential; alternately, engineered fill can be used. Wall backfill should be protected from surface water infiltration with an 18-inch thick layer of relatively impermeable material placed at the ground surface.

To reduce the potential for settlement of backfill, it is essential that wall backfill be properly compacted in lifts. The minimum compaction standard for wall backfill should be 90 percent relative compaction. Heavy compaction equipment should not be used within 5 feet of the wall. Small hand-operated compaction equipment should be used adjacent to the wall so as not to overstress the wall. The lift thickness with the smaller equipment should not be more than six inches.

4.4.4 Erosion Control

The faces of cut and fill slopes and existing slopes shall be prepared and maintained to control against erosion. Erosion control can be accomplished by planting vegetation on the slope and installing appropriate drainage where necessary in the form of v-ditches on the slope face. Erosion control can also be accomplished by the use of mats, geotextiles or plastic covers.

4.5 SITE PREPARATION AND EARTHWORK

All grading and site preparation should be observed by experienced personnel reporting to the project Geotechnical Engineer. Our field monitoring services are an essential continuation of our prior studies to confirm and correlate the findings and our prior recommendations with the actual

subsurface conditions exposed during construction, and to confirm that suitable fill soils are placed and properly compacted.

The site should be cleared of vegetation, debris, concrete, organic matter, abandoned utility lines, contaminated soils (if any), topsoil, and other unsuitable material. Any existing fill encountered during site preparation should be excavated to the depth of the fill and to a horizontal distance equal to the depth of excavation. The entire footprint of the proposed structures should be overexcavated to a depth of a minimum of 1 foot below the proposed bottom of the footings and re-compacted to at least 90 percent relative compaction as determined by ASTM D1557 at moisture contents 1 to 4 percent above optimum moisture. The bottom of the excavation shall be inspected by the Geotechnical Engineer to confirm competent soil is reached. The side slopes of shallow excavations should be cut at a gradient no steeper than 1:1 (horizontal to vertical), while excavations greater than 5 feet high should be cut to a gradient no steeper than 1½:1. Excavation should not extend below an imaginary 1½:1 inclined plane projecting below the bottom edge of adjacent existing foundations and/or utilities unless properly shored or specifically analyzed further. All excavations should be observed by AESCO to confirm that all unsuitable material is removed from beneath the planned construction prior to placing fill.

The bottom of all excavations should be scarified to a depth of 6 inches, moisture conditioned to at least optimum water content, and compacted as described above. Excavations below the final grade level should be properly backfilled using approved fill material. The backfill and any additional fill should be placed in loose lifts less than 8 inches thick, moisture conditioned to 1 to 4 percent above optimum water content, and compacted as directed above. Engineered fill should consist of soils with a maximum particle size of 3 inches, at least 80 percent passing the ¾-inch sieve and with an expansion index not greater than 20. Fill materials should be free of construction debris, roots, organic matter, rubble, contaminated soils, and any other unsuitable or deleterious material as determined by the Geotechnical Engineer. The on-site soils appear to be suitable for use as compacted fill. We recommend that if imported fill material is used, it be reviewed for acceptability by the Geotechnical Engineer prior to importing it to the site for use as engineered fill.

A representative of the Geotechnical Engineer should observe all footing and slab subgrade surfaces and confirm that the exposed materials are firm. If loose, spongy, soft or other unacceptable materials, including undocumented fill, are encountered in the subgrade they should be removed to firm materials as determined by the Soil Engineer's representative and replaced with either concrete or compacted engineered fill.

4.6 SOIL CORROSIVITY

The results of pH, soluble chloride, and soluble sulfate laboratory tests on a sample of the near surface soils are summarized in the following table:

Soil Test	Test Results	Corrosion Potential
Soluble Sulfates (per CA 417)	3 ppm	Negligible sulfate attack on concrete.
Soluble Chlorides (per CA 422)	120 ppm	Very corrosive potential to buried ferrous metals
pH	7.8	Mild to moderate corrosion potential to buried ferrous metals

Concrete should be designed in accordance with the 2013 CBC, ACI 318 Section 4.3, Table 4.3.1 (2013). As the potential for sulfate attack on concrete appears negligible Type II Portland cement may be used with no maximum water to cement ratio for the purpose of sulfate attack abatement. The minimum compressive strength of concrete shall be 3,000 psi at 28 days and maximum slump during placement shall be five inches. All subgrade soils should be moistened to 125% of optimum moisture prior to the concrete pour. A qualified inspector, under the supervision of a professional engineer, shall inspect the concrete placement.

The test results indicate that the on-site soils can be classified as very corrosive potential to buried metallic structures (e.g. pipes). As a minimum, buried metal piping should be protected with suitable coatings, wrappings, or seals. As an alternative, utility piping may be buried in PVC lined trenches and backfilled with clean sand. The width of the trenches should be a minimum of three times the diameter of the pipes. A corrosion consultant should be retained if more detailed evaluation or a protection system is desired. AESCO recommends that additional corrosivity evaluation shall be performed during grading operations and for any imported fill to ensure that corrosivity characteristics have not changed.

4.7 UTILITY TRENCHES

The on-site material should be suitable to provide suitable support for underground utilities and piping that may be installed. Any soft and/or unsuitable material encountered at the bottom of excavations for such facilities should be removed and be replaced with an adequate bedding

material. A non-expansive granular material with a sand equivalent greater than 30 should be used for bedding and shading of utilities.

On-site material should be suitable for backfill of utility and pipe trenches from one foot above the top of the pipe to the final ground surface, provided the material is free of organic matter and deleterious substances. The trench bottom and the trench backfill should be mechanically placed and compacted in 8-inch lifts to at least 90 percent of the maximum dry density as determined by ASTM Test Method D 1557 (i.e. 90 percent relative compaction). Where trenches are placed beneath slabs or footings the backfill shall satisfy the gradation and expansion index requirements of engineered fill (see Section 4.5). Flooding or jetting for placement and compaction of backfill is not recommended.

4.8 ASPHALTIC CONCRETE PAVEMENT

All areas to be paved should be graded in accordance with the general recommendations for site grading presented in Section 4.4. The upper 1 foot of the subgrade should be compacted to a minimum relative compaction of 95 percent and should extend under paved areas approximately 3 feet laterally. Surface drainage should be provided to reduce moisture intrusion to the subgrade. We recommend that R-value tests be performed during grading to confirm the R-value for the pavement section indicated above. Based on the subgrade material encountered, the pavement section should consist of a minimum of 5 inches of asphaltic concrete over 11 inches of aggregate base for the fire truck access road. For light traffic and parking lot the pavement should consist of 4 inches of asphaltic concrete over 5 inches of aggregate base. We recommend that the minimum structural pavement sections should match the existing pavement sections. The base course should be crushed aggregate base material conforming to Section 200-2.2 or 200-2.4, Standard Specifications for Public Works Construction. The aggregate base and asphaltic concrete should be compacted to at least 95 percent of the maximum dry density in accordance with ASTM D1557. All base materials should meet the applicable gradation and quality requirement of Caltrans Standard Specifications, latest edition, Sections 25 through 29.

4.9 CONSTRUCTION OBSERVATIONS AND FIELD TESTING

As Geotechnical Engineer of record, construction observation and field testing services are an essential continuation of this geotechnical study to confirm and correlate our findings and recommendations with the actual subsurface conditions exposed during construction. As such, to maintain the status of geotechnical engineer of record, AESCO should be present to observe and provide testing during the following construction activities:

- Excavation and backfill for footings and subgrade for slabs on grade
- Placement of all fill and backfill
- Backfilling of utility trenches
- Concrete placement of slab and foundations

5.1 LIMITATIONS

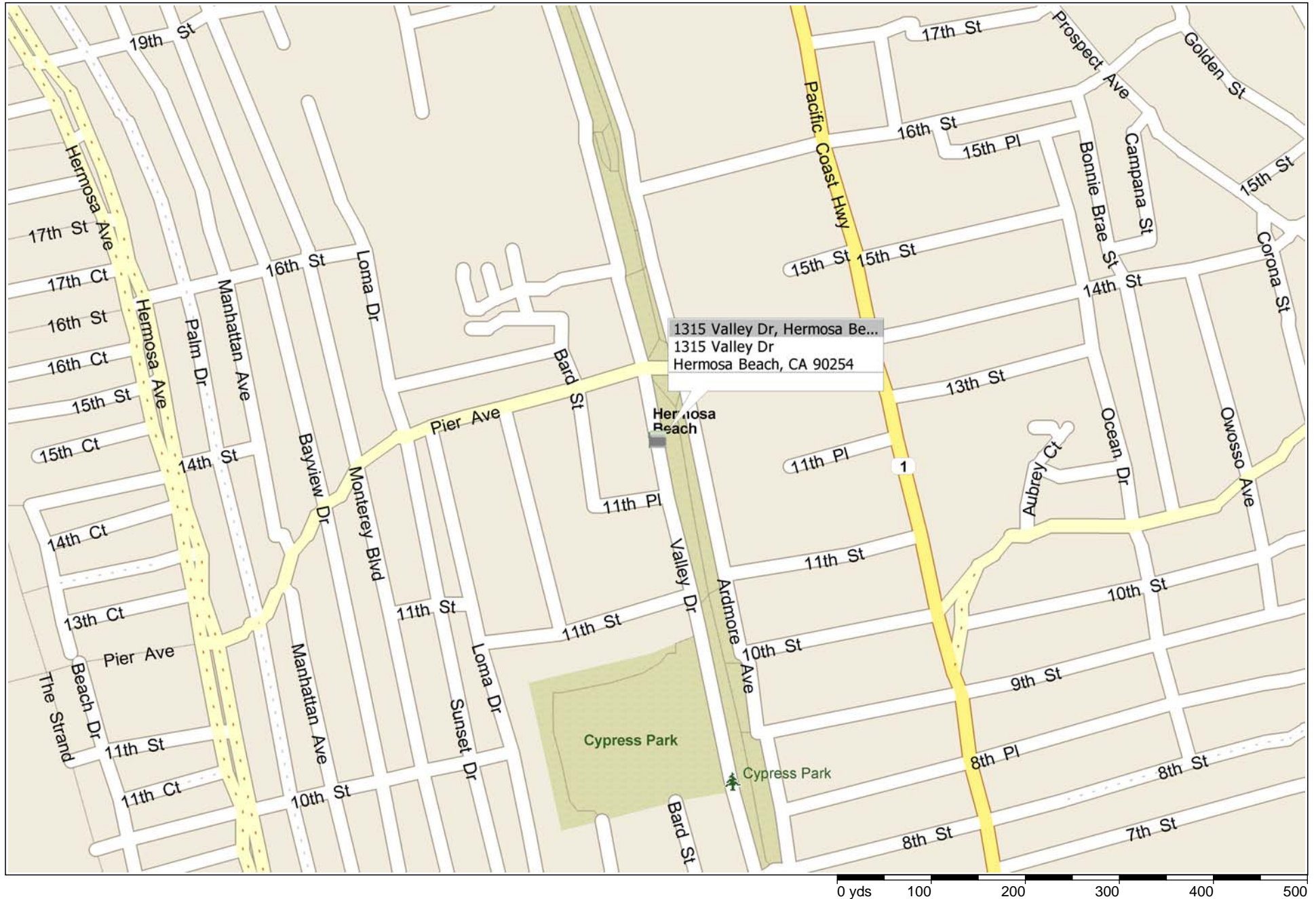
It must be recognized that conclusions reached in this report are based on conditions, which exist at the boring location. In any subsoil investigation, it is necessary to assume that the subsoil conditions between boring(s) do not change significantly. The number of the borings, locations, and spacing are chosen as per the client's direction and available budget. Note that the boring(s) were placed as close to the location of the proposed structure(s) as possible. The boring locations are approximate and surveying is beyond the scope of our work. Consequently, careful observations must be made during construction to detect significant deviations of actual conditions throughout the construction area from those inferred from the exploratory borings.

In the event that significant changes in design loads or structural characteristics are made, AESCO should be retained to review our original design recommendations and their applicability to the revised design plans. In this way, any required supplemental recommendations can be made in a timely manner.

Should any unusual conditions be encountered during construction, this office should be notified immediately so that further investigations and supplemental recommendations can be made. Geotechnical observations and testing should be provided on a continuous basis during grading, excavation, and installation of the foundations. If parties other than AESCO are engaged to provide geotechnical services during design or construction they will be required to assume the full responsibility for the geotechnical phase of the project.

APPENDIX
SITE PLAN
(Fig. 1)

20173215



1315 Valley Drive, Hermosa Beach

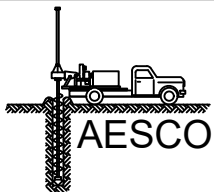
Proposed Friends of the Library Temporary Building



LEGEND



Approximate Location of Borings



Hermosa Beach

Project No. : 20173215-E6165

Site Name: Friends of the Library Temporary Building

Site Address: 1315 Valley Drive, Hermosa Beach, CA


Scale: 1 inch \approx 25 feet

SITE PLAN

Date: 8-23-2017

Figure 1

APPENDIX
LOG OF BORINGS B-1 and B-2

	□ NI □ IE □ SOIL □ CLASSI □ FI □ CATION □ S □ STEM	
	□ E □	<div> <input checked="" type="checkbox"/> S □ □ □ S □ □ □ S □ □ □ SPT □ <input type="checkbox"/> □ □ □ □ r □ □ □ M □ d □ □ □ S □ □ □ <input type="checkbox"/> □ □ □ d A □ □ r S □ □ □ </div> <div> <input type="checkbox"/> r □ □ □ d □ □ □ r L □ □ □ <input type="checkbox"/> N SPT □ □ □ □ □ □ <input type="checkbox"/> P P □ □ □ r □ □ □ □ r TS □ </div>

LOG OF BORING NO. B - 1													AESCO		
Project: Temporary Building Site						Location: 1315 Valley Drive Hermosa Drive, CA						WATER: Not Encountered			
Client: City of Hermosa Beach						Logger:						DRILLING:			
Date: 08/10/17						Project No. 20173215-E6165						Hollow Stem Auger			
FIELD DATA		TESTS		LABORATORY DATA										DESCRIPTION OF STRATUM	
SOIL SYMBOL	DEPTH (FT)	N=	MOISTURE CONTENT %	DRY DENSITY PCF	LIQUID LIMITS %	PLASTIC LIMITS %	PLASTICITY INDEX %	Unconfined Comp.		PASSING 200 SIEVE %	DIRECT SHEAR		EXPANSION INDEX		
		T=							Strain %		COHESION PSF	ANGLE Deg			
		P=						TSF							
C	3		8.2											Dark brown silty SAND (SM), moist, coarse grained, possibly fill material Loose, w/gravel at 3' Native-medium dense at 5'	
	5	N=9	5.8							20.4					
	7	N=19	8.2	130.5						31.6	0	27			
C	8													Brown SAND (SP), loose, moist, medium grained	
	10	N=8	6.7							20.3					
	13														
C	15	N=50/5"	5.2	109.8						14.1	0	32		Orange-brown silty SAND (SM), very dense, moist, medium grained	
Boring Terminated at 15 Feet															

TUBE SAMPLE
 AUGER SAMPLE
 CALIFORNIA MODIFIED SAMPLER
 SPLIT SPOON
 NO RECOVERY

Ground Water Level
 Hydrostatic Ground Water Level
 Approximate Division of Soil Type

N= SPT, BLOWS/FT
T= THD.BLOWS/FT
P= HAND PEN.,TSF

REMARKS:
NP: Non Plastic Materials
* Remolded Samples
Blow Counts Corrected for California Modified Sampler (0.6 multiplier). Auto-Hammer. 8" HAS

LOG OF BORING NO. B - 2													AESCO		
Project:		Temporary Building Site					Location:			1315 Valley Drive Hermosa Drive, CA			WATER: Not Encountered		
Client:		City of Hermosa Beach					Logger:						DRILLING:		
Date:		08/10/17					Project No.			20173215-E6165			Hollow Stem Auger		
FIELD DATA		TESTS		LABORATORY DATA										DESCRIPTION OF STRATUM	
SOIL SYMBOL	DEPTH (FT)	N=	MOISTURE	DRY	LIQUID	PLASTIC	PLASTICITY	Unconfined Comp.		PASSING	DIRECT SHEAR		EXPANSION INDEX		
		T=	CONTENT	DENSITY	LIMITS	LIMITS	INDEX		Strain	200 SIEVE	COHESION	ANGLE			
		P=	%	PCF	%	%	%	TSF	%	%	PSF	Deg			
C	3		3.1											Brown SAND (SP), dry, medium grained	
	5	N=9	3.0											Loose at 3'	
	7	N=13	3.6	105.8						2.7	0	30		Medium dense at 5'	
C	8													Dark brown SAND/silty SAND (SP/SM), loose, moist	
	10	N=8	8.3												
	13														
C	15	N=13 P=1.0	5.6	111.7						11.3	0	30		Orange-brown, medium dense at 13'	
Boring Terminated at 15 Feet															
REMARKS: NP: Non Plastic Materials * Remolded Samples Blow Counts Corrected for California Modified Sampler (0.6 multiplier). Auto-Hammer. 8" HAS															

APPENDIX
LABORATORY TEST DATA



Orange County
17782 Georgetown Lane
Huntington Beach, California 92647
Tele: (714) 375-3830
Fax: (714)375-3831

San Bernardino County
14163 Arrow Boulevard
Fontana, California 92335
Tele:(909) 284-9200
Fax:(909) 284-9201

Site/Client: Hermosa Beach

Project No: 20173215-E6165

Boring No: B-1

Depth (ft): 5-7'

γ_d (pcf) = 130.5

C (psf) = 0

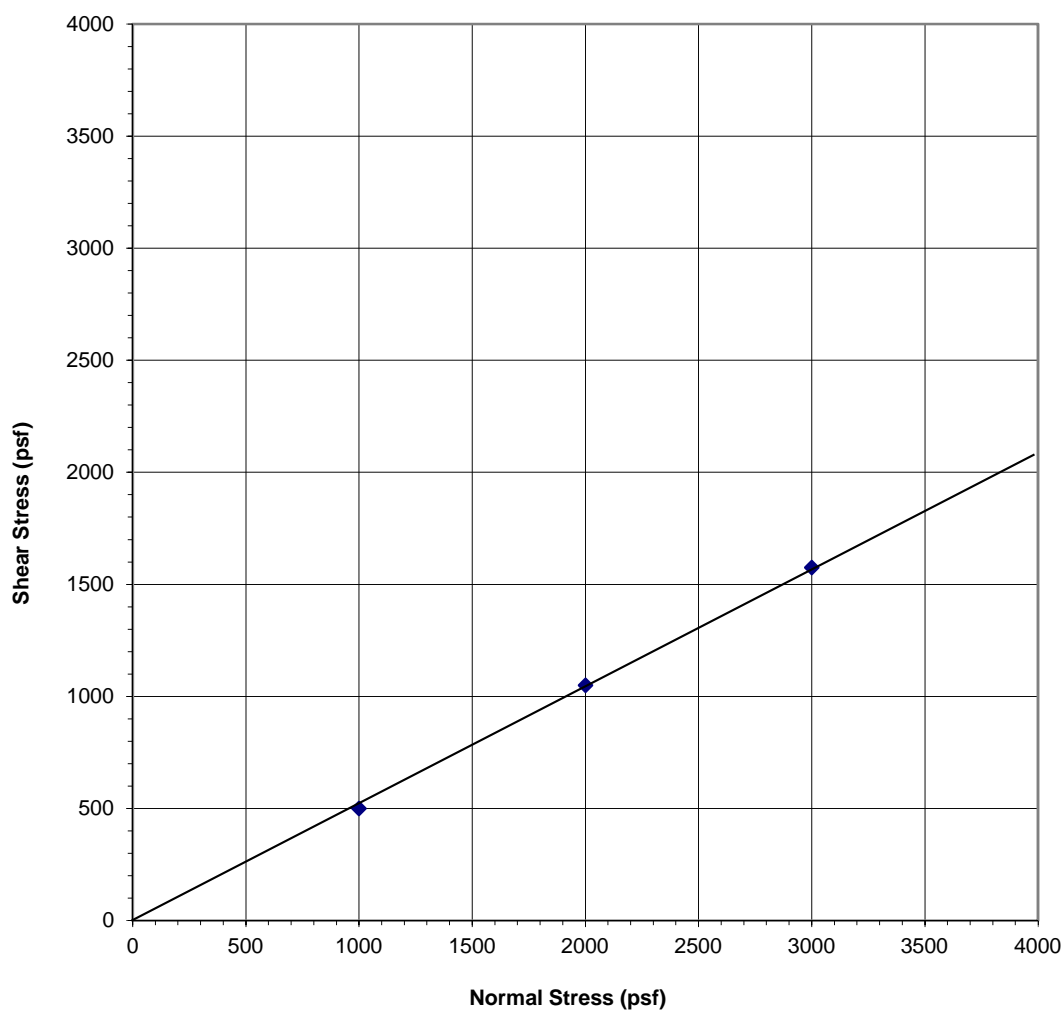
ϕ (deg) = 27

W_{int} = 8.2%

Remolded (Y/N): N

Soil Type: SM

ASTM D3080 Direct Shear Results





Orange County
17782 Georgetown Lane
Huntington Beach, California 92647
Tele: (714) 375-3830
Fax: (714)375-3831

San Bernardino County
14163 Arrow Boulevard
Fontana, California 92335
Tele:(909) 284-9200
Fax:(909) 284-9201

Site/Client: Hermosa Beach

Project No: 20173215-E6165

Boring No: B-1

Depth (ft): 13-15'

γ_d (pcf) = 109.8

C (psf) = 0

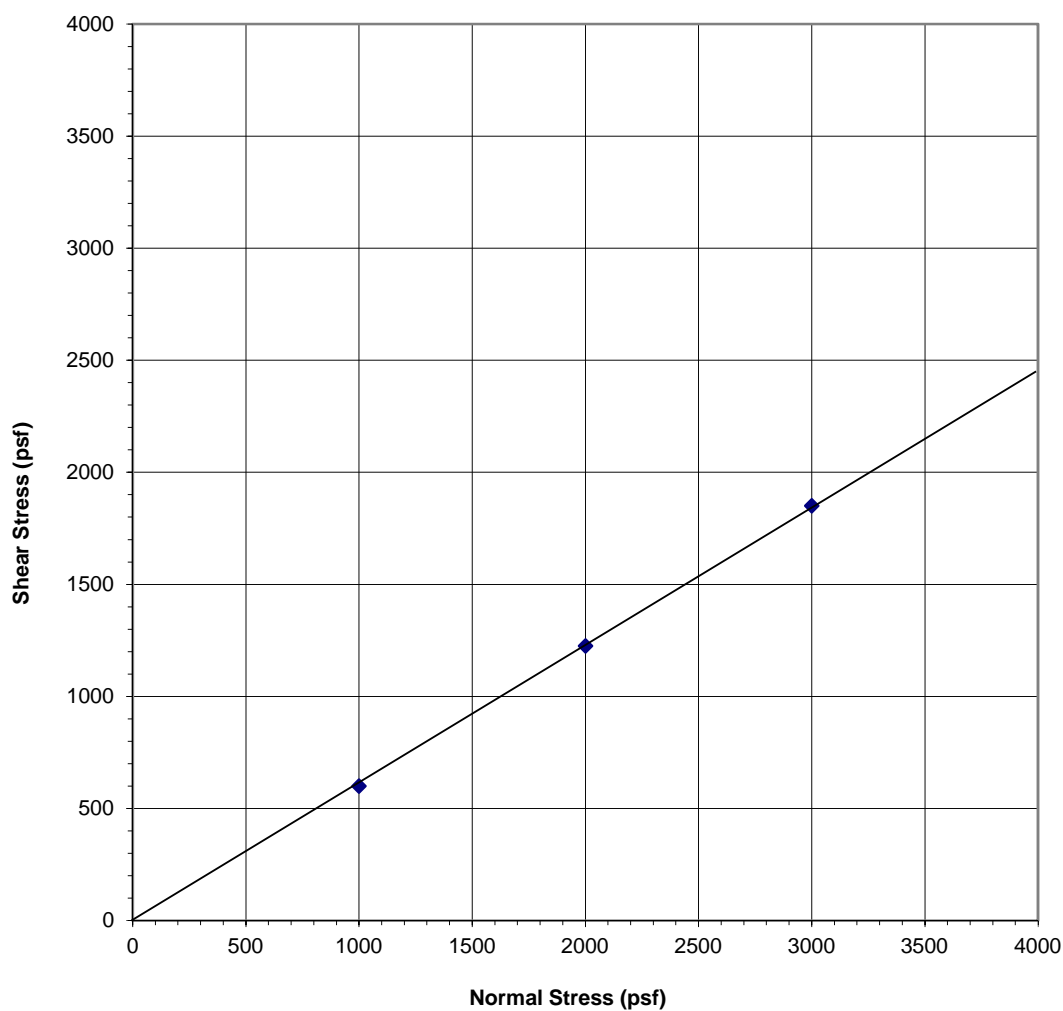
ϕ (deg) = 32

W int = 5.2%

Remolded (Y/N): N

Soil Type: SM

ASTM D3080 Direct Shear Results



APPENDIX
SEISMIC DESIGN DATA



Design Maps Detailed Report

ASCE 7-10 Standard (33.864°N, 118.3953°W)

Site Class D – “Stiff Soil”, Risk Category IV (e.g. essential facilities)

Section 11.4.1 — Mapped Acceleration Parameters

Note: Ground motion values provided below are for the direction of maximum horizontal spectral response acceleration. They have been converted from corresponding geometric mean ground motions computed by the USGS by applying factors of 1.1 (to obtain S_s) and 1.3 (to obtain S_1). Maps in the 2010 ASCE-7 Standard are provided for Site Class B.

Adjustments for other Site Classes are made, as needed, in Section 11.4.3.

From [Figure 22-1](#) ^[1]

$$S_s = 1.630 \text{ g}$$

From [Figure 22-2](#) ^[2]

$$S_1 = 0.620 \text{ g}$$

Section 11.4.2 — Site Class

The authority having jurisdiction (not the USGS), site-specific geotechnical data, and/or the default has classified the site as Site Class D, based on the site soil properties in accordance with Chapter 20.

Table 20.3–1 Site Classification

Site Class	\bar{v}_s	\bar{N} or \bar{N}_{ch}	\bar{s}_u
A. Hard Rock	>5,000 ft/s	N/A	N/A
B. Rock	2,500 to 5,000 ft/s	N/A	N/A
C. Very dense soil and soft rock	1,200 to 2,500 ft/s	>50	>2,000 psf
D. Stiff Soil	600 to 1,200 ft/s	15 to 50	1,000 to 2,000 psf
E. Soft clay soil	<600 ft/s	<15	<1,000 psf
Any profile with more than 10 ft of soil having the characteristics:			
<ul style="list-style-type: none"> • Plasticity index $PI > 20$, • Moisture content $w \geq 40\%$, and • Undrained shear strength $\bar{s}_u < 500$ psf 			
F. Soils requiring site response analysis in accordance with Section 21.1	See Section 20.3.1		

For SI: 1ft/s = 0.3048 m/s 1lb/ft² = 0.0479 kN/m²

Section 11.4.3 — Site Coefficients and Risk-Targeted Maximum Considered Earthquake (MCE_R) Spectral Response Acceleration Parameters

Table 11.4-1: Site Coefficient F_a

Site Class	Mapped MCE_R Spectral Response Acceleration Parameter at Short Period				
	$S_s \leq 0.25$	$S_s = 0.50$	$S_s = 0.75$	$S_s = 1.00$	$S_s \geq 1.25$
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.2	1.2	1.1	1.0	1.0
D	1.6	1.4	1.2	1.1	1.0
E	2.5	1.7	1.2	0.9	0.9
F	See Section 11.4.7 of ASCE 7				

Note: Use straight-line interpolation for intermediate values of S_s

For Site Class = D and $S_s = 1.630$ g, $F_a = 1.000$

Table 11.4-2: Site Coefficient F_v

Site Class	Mapped MCE_R Spectral Response Acceleration Parameter at 1-s Period				
	$S_1 \leq 0.10$	$S_1 = 0.20$	$S_1 = 0.30$	$S_1 = 0.40$	$S_1 \geq 0.50$
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.7	1.6	1.5	1.4	1.3
D	2.4	2.0	1.8	1.6	1.5
E	3.5	3.2	2.8	2.4	2.4
F	See Section 11.4.7 of ASCE 7				

Note: Use straight-line interpolation for intermediate values of S_1

For Site Class = D and $S_1 = 0.620$ g, $F_v = 1.500$

Equation (11.4-1):

$$S_{MS} = F_a S_S = 1.000 \times 1.630 = 1.630 \text{ g}$$

Equation (11.4-2):

$$S_{M1} = F_v S_1 = 1.500 \times 0.620 = 0.931 \text{ g}$$

Section 11.4.4 — Design Spectral Acceleration Parameters

Equation (11.4-3):

$$S_{DS} = \frac{2}{3} S_{MS} = \frac{2}{3} \times 1.630 = 1.087 \text{ g}$$

Equation (11.4-4):

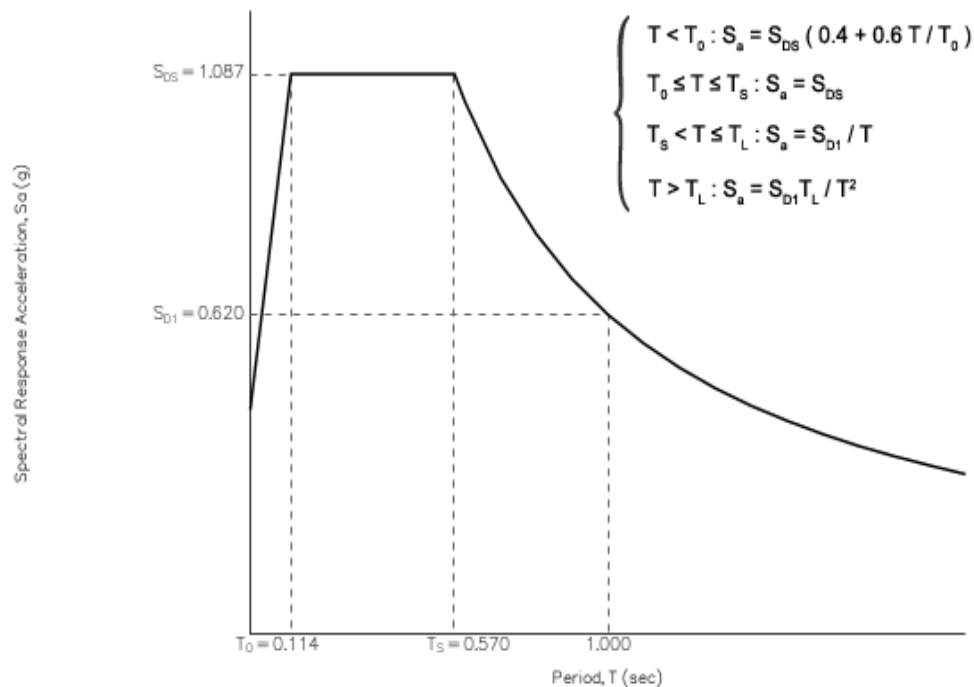
$$S_{D1} = \frac{2}{3} S_{M1} = \frac{2}{3} \times 0.931 = 0.620 \text{ g}$$

Section 11.4.5 — Design Response Spectrum

From **Figure 22-12** ^[3]

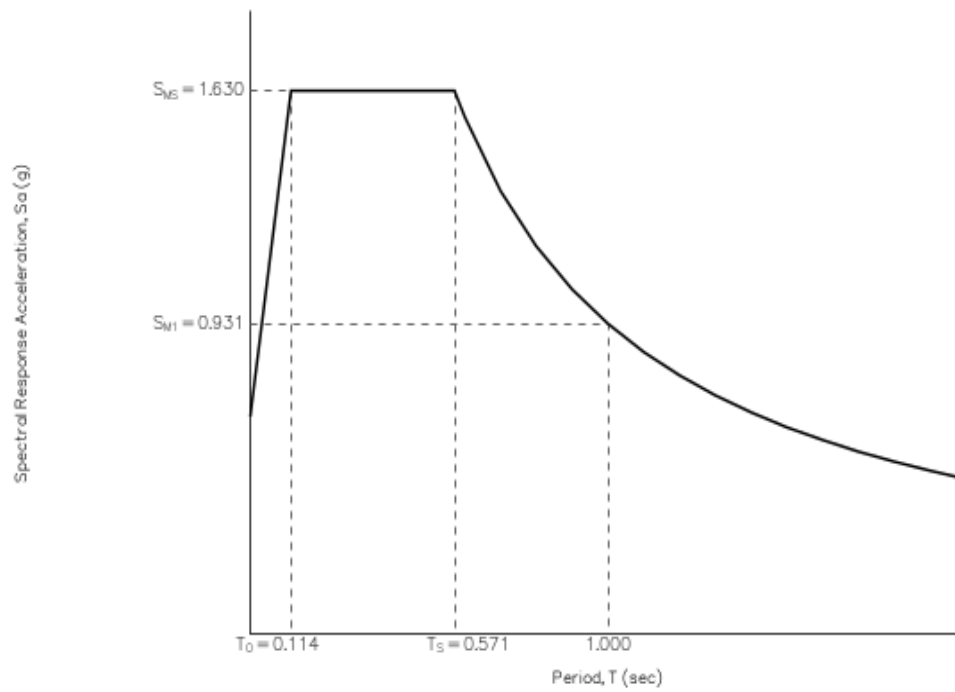
$$T_L = 8 \text{ seconds}$$

Figure 11.4-1: Design Response Spectrum



Section 11.4.6 — Risk-Targeted Maximum Considered Earthquake (MCE_R) Response Spectrum

The MCE_R Response Spectrum is determined by multiplying the design response spectrum above by 1.5.



Section 11.8.3 — Additional Geotechnical Investigation Report Requirements for Seismic Design Categories D through F

From [Figure 22-7](#) ^[4]

$$PGA = 0.631$$

Equation (11.8-1):

$$PGA_M = F_{PGA} PGA = 1.000 \times 0.631 = 0.631 \text{ g}$$

Table 11.8-1: Site Coefficient F_{PGA}

Site Class	Mapped MCE Geometric Mean Peak Ground Acceleration, PGA				
	PGA ≤ 0.10	PGA = 0.20	PGA = 0.30	PGA = 0.40	PGA ≥ 0.50
A	0.8	0.8	0.8	0.8	0.8
B	1.0	1.0	1.0	1.0	1.0
C	1.2	1.2	1.1	1.0	1.0
D	1.6	1.4	1.2	1.1	1.0
E	2.5	1.7	1.2	0.9	0.9
F	See Section 11.4.7 of ASCE 7				

Note: Use straight-line interpolation for intermediate values of PGA

For Site Class = D and PGA = 0.631 g, $F_{PGA} = 1.000$

Section 21.2.1.1 — Method 1 (from Chapter 21 – Site-Specific Ground Motion Procedures for Seismic Design)

From [Figure 22-17](#) ^[5]

$$C_{RS} = 0.953$$

From [Figure 22-18](#) ^[6]

$$C_{R1} = 0.956$$

Section 11.6 — Seismic Design Category

Table 11.6-1 Seismic Design Category Based on Short Period Response Acceleration Parameter

VALUE OF S_{DS}	RISK CATEGORY		
	I or II	III	IV
$S_{DS} < 0.167g$	A	A	A
$0.167g \leq S_{DS} < 0.33g$	B	B	C
$0.33g \leq S_{DS} < 0.50g$	C	C	D
$0.50g \leq S_{DS}$	D	D	D

For Risk Category = IV and $S_{DS} = 1.087g$, Seismic Design Category = D

Table 11.6-2 Seismic Design Category Based on 1-S Period Response Acceleration Parameter

VALUE OF S_{D1}	RISK CATEGORY		
	I or II	III	IV
$S_{D1} < 0.067g$	A	A	A
$0.067g \leq S_{D1} < 0.133g$	B	B	C
$0.133g \leq S_{D1} < 0.20g$	C	C	D
$0.20g \leq S_{D1}$	D	D	D

For Risk Category = IV and $S_{D1} = 0.620g$, Seismic Design Category = D

Note: When S_1 is greater than or equal to $0.75g$, the Seismic Design Category is **E** for buildings in Risk Categories I, II, and III, and **F** for those in Risk Category IV, irrespective of the above.

Seismic Design Category \equiv "the more severe design category in accordance with Table 11.6-1 or 11.6-2" = D

Note: See Section 11.6 for alternative approaches to calculating Seismic Design Category.

References

1. Figure 22-1: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-1.pdf
2. Figure 22-2: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-2.pdf
3. Figure 22-12: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-12.pdf
4. Figure 22-7: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-7.pdf
5. Figure 22-17: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-17.pdf
6. Figure 22-18: https://earthquake.usgs.gov/hazards/designmaps/downloads/pdfs/2010_ASCE-7_Figure_22-18.pdf

U.S. Geological Survey - Earthquake Hazards Program

2008 National Seismic Hazard Maps - Source Parameters

[New Search](#)

Fault Name	State
Palos Verdes Connected	California

GEOMETRY	
Dip (degrees)	90
Dip direction	V
Sense of slip	strike slip
Rupture top (km)	0
Rupture bottom (km)	10
Rake (degrees)	180
Length (km)	285

MODEL VALUES		
Slip Rate	3	
Probability of activity	1	
	ELLSWORTH	HANKS
Minimum magnitude	6.5	6.5
Maximum magnitude	7.70	7.70
b-value	0.8	0.8

Fault Model	Deformation	Char Rate ¹	GR-a-value ¹	Weight
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2008 National Seismic Hazard Maps - Source Parameters

[New Search](#)

Distance in Miles	Name	State	Pref Slip Rate (mm/yr)	Dip (degrees)	Dip Dir	Slip Sense	Rupture Top (km)	Rupture Bottom (km)	Length (km)
2.11	Palos Verdes Connected	CA	3	90	V	strike slip	0	10	285
2.11	Palos Verdes	CA	3	90	V	strike slip	0	14	99
6.48	Newport-Inglewood, alt 1	CA	1	88		strike slip	0	15	65
6.48	Newport Inglewood Connected alt 1	CA	1.3	89		strike slip	0	11	208
7.04	Newport Inglewood Connected alt 2	CA	1.3	90	V	strike slip	0	11	208
11.57	Puente Hills (LA)	CA	0.7	27	N	thrust	2.1	15	22
12.21	Santa Monica Connected alt 2	CA	2.4	44		strike slip	0.8	11	93
12.59	Santa Monica, alt 1	CA	1	75	N	strike slip	0	18	14
12.59	Santa Monica Connected alt 1	CA	2.6	51		strike slip	0	16	79
13.61	Malibu Coast, alt 1	CA	0.3	75	N	strike slip	0	8	38
13.61	Malibu Coast, alt 2	CA	0.3	74	N	strike slip	0	16	38
14.07	Anacapa-Dume, alt 2	CA	3	41	N	thrust	1.2	12	65
15.02	Puente Hills (Santa Fe Springs)	CA	0.7	29	N	thrust	2.8	15	11
15.19	Hollywood	CA	1	70	N	strike slip	0	17	17
16.76	Elysian Park (Upper)	CA	1.3	50	NE	reverse	3	15	20
19.13	Anacapa-Dume, alt 1	CA	3	45	N	thrust	0	16	51
20.27	Puente Hills (Coyote Hills)	CA	0.7	26	N	thrust	2.8	15	17
20.31	Raymond	CA	1.5	79	N	strike slip	0	16	22
21.86	Elsinore:W	CA	2.5	75	NE	strike slip	0	14	46

21.86	Elsinore;W+Gl+T+J+CM	CA	n/a	84	NE	strike slip	0	16	241
21.86	Elsinore;W+Gl+T+J	CA	n/a	84	NE	strike slip	0	16	199
21.86	Elsinore;W+Gl+T	CA	n/a	84	NE	strike slip	0	14	124
21.86	Elsinore;W+Gl	CA	n/a	81	NE	strike slip	0	14	83
22.21	Verdugo	CA	0.5	55	NE	reverse	0	15	29
26.65	Sierra Madre	CA	2	53	N	reverse	0	14	57
26.65	Sierra Madre Connected	CA	2	51		reverse	0	14	76
28.62	Sierra Madre (San Fernando)	CA	2	45	N	thrust	0	13	18
28.99	San Joaquin Hills	CA	0.5	23	SW	thrust	2	13	27
30.73	Northridge	CA	1.5	35	S	thrust	7.4	17	33
31.29	Santa Susana, alt 1	CA	5	55	N	reverse	0	16	27
31.34	Clamshell-Sawpit	CA	0.5	50	NW	reverse	0	14	16
31.96	San Gabriel	CA	1	61	N	strike slip	0	15	71
31.98	San Jose	CA	0.5	74	NW	strike slip	0	15	20
33.43	Newport-Inglewood (Offshore)	CA	1.5	90	V	strike slip	0	10	66
34.91	Simi-Santa Rosa	CA	1	60		strike slip	1	12	39
39.05	Chino, alt 1	CA	1	50	SW	strike slip	0	9	24
39.06	Chino, alt 2	CA	1	65	SW	strike slip	0	14	29
39.14	Holser, alt 1	CA	0.4	58	S	reverse	0	19	20
41.33	Oak Ridge (Onshore)	CA	4	65	S	reverse	1	19	49
41.33	Oak Ridge Connected	CA	3.6	53		reverse	0.6	15	94
42.24	Cucamonga	CA	5	45	N	thrust	0	8	28
44.71	San Cayetano	CA	6	42	N	thrust	0	16	42
46.32	Elsinore;Gl+T+J+CM	CA	n/a	86	NE	strike slip	0	16	195
46.32	Elsinore;Gl	CA	5	90	V	strike slip	0	13	37
46.32	Elsinore;Gl+T+J	CA	n/a	86	NE	strike slip	0	17	153

46.32	Elsinore;GI+T	CA	5	90	V	strike slip	0	14	78
48.77	Coronado Bank	CA	3	90	V	strike slip	0	9	186
49.63	S. San Andreas;CH+CC+BB+NM+SM+NSB	CA	n/a	90	V	strike slip	0	14	341
49.63	S. San Andreas;CH+CC+BB+NM+SM	CA	n/a	90	V	strike slip	0	14	306
49.63	S. San Andreas;CH+CC+BB+NM+SM+NSB+SSB+BG+CO	CA	n/a	86		strike slip	0.1	13	512
49.63	S. San Andreas;SM	CA	29	90	V	strike slip	0	13	98
49.63	S. San Andreas;CC+BB+NM+SM	CA	n/a	90	V	strike slip	0	14	243
49.63	S. San Andreas;CC+BB+NM+SM+NSB	CA	n/a	90	V	strike slip	0	14	279
49.63	S. San Andreas;CC+BB+NM+SM+NSB+SSB	CA	n/a	90	V	strike slip	0	14	322
49.63	S. San Andreas;CC+BB+NM+SM+NSB+SSB+BG	CA	n/a	85		strike slip	0	14	380
49.63	S. San Andreas;CC+BB+NM+SM+NSB+SSB+BG+CO	CA	n/a	86		strike slip	0.1	13	449
49.63	S. San Andreas;CH+CC+BB+NM+SM+NSB+SSB	CA	n/a	90	V	strike slip	0	14	384
49.63	S. San Andreas;CH+CC+BB+NM+SM+NSB+SSB+BG	CA	n/a	86		strike slip	0	14	442
49.63	S. San Andreas;NM+SM	CA	n/a	90	V	strike slip	0	14	134
49.63	S. San Andreas;NM+SM+NSB	CA	n/a	90	V	strike slip	0	13	170
49.63	S. San Andreas;NM+SM+NSB+SSB	CA	n/a	90	V	strike slip	0	13	213
49.63	S. San Andreas;NM+SM+NSB+SSB+BG	CA	n/a	83		strike slip	0	14	271
49.63	S. San Andreas;NM+SM+NSB+SSB+BG+CO	CA	n/a	84		strike slip	0.1	13	340
49.63	S. San Andreas;BB+NM+SM	CA	n/a	90	V	strike slip	0	14	184
49.63	S. San Andreas;PK+CH+CC+BB+NM+SM	CA	n/a	90	V	strike slip	0.1	13	342
49.63	S. San Andreas;PK+CH+CC+BB+NM+SM+NSB	CA	n/a	90	V	strike slip	0.1	13	377

49.63	S. San Andreas;PK+CH+CC+BB+NM+SM+NSB+SSB	CA	n/a	90	V	strike slip	0.1	13	421
49.63	S. San Andreas;PK+CH+CC+BB+NM+SM+NSB+SSB+BG	CA	n/a	86		strike slip	0.1	13	479
49.63	S. San Andreas;PK+CH+CC+BB+NM+SM+NSB+SSB+BG+CO	CA	n/a	86		strike slip	0.1	13	548
49.63	S. San Andreas;BB+NM+SM+NSB	CA	n/a	90	V	strike slip	0	14	220
49.63	S. San Andreas;SM+NSB	CA	n/a	90	V	strike slip	0	13	133
49.63	S. San Andreas;SM+NSB+SSB	CA	n/a	90	V	strike slip	0	13	176
49.63	S. San Andreas;SM+NSB+SSB+BG	CA	n/a	81		strike slip	0	13	234
49.63	S. San Andreas;SM+NSB+SSB+BG+CO	CA	n/a	83		strike slip	0.1	13	303
49.63	S. San Andreas;BB+NM+SM+NSB+SSB	CA	n/a	90	V	strike slip	0	14	263
49.63	S. San Andreas;BB+NM+SM+NSB+SSB+BG	CA	n/a	84		strike slip	0	14	321
49.63	S. San Andreas;BB+NM+SM+NSB+SSB+BG+CO	CA	n/a	85		strike slip	0.1	13	390
50.41	Santa Cruz Island	CA	1	90	V	strike slip	0	13	69
51.13	Channel Islands Thrust	CA	1.5	20	N	thrust	5	12	59
54.08	Ventura-Pitas Point	CA	1	64	N	reverse	1	15	44
54.08	Pitas Point Connected	CA	1	55		reverse	1.2	13	78
56.03	San Jacinto;SBV+SJV+A+C	CA	n/a	90	V	strike slip	0	17	181
56.03	San Jacinto;SBV+SJV+A	CA	n/a	90	V	strike slip	0	16	134
56.03	San Jacinto;SBV+SJV	CA	n/a	90	V	strike slip	0	16	88
56.03	San Jacinto;SBV	CA	6	90	V	strike slip	0	16	45
56.03	San Jacinto;SBV+SJV+A+CC+B+SM	CA	n/a	90	V	strike slip	0.1	15	241
56.03	San Jacinto;SBV+SJV+A+CC+B	CA	n/a	90	V	strike slip	0.1	15	215
56.03	San Jacinto;SBV+SJV+A+CC	CA	n/a	90	V	strike slip	0	16	181
57.04	Oak Ridge (Offshore)	CA	3	32	S	thrust	0	8	38

57.56	Santa Ynez Connected	CA	2	70		strike slip	0	11	132
57.56	Santa Ynez (East)	CA	2	70	S	strike slip	0	13	68
57.64	S. San Andreas: NSB+SSB+BG	CA	n/a	75		strike slip	0	14	136
57.64	S. San Andreas: NSB	CA	22	90	V	strike slip	0	13	35
57.64	S. San Andreas: NSB+SSB+BG+CO	CA	n/a	79		strike slip	0.2	12	206
57.64	S. San Andreas: NSB+SSB	CA	n/a	90	V	strike slip	0	13	79
57.89	S. San Andreas: CH+CC+BB+NM	CA	n/a	90	V	strike slip	0	14	208
57.89	S. San Andreas: BB+NM	CA	n/a	90	V	strike slip	0	15	87
57.89	S. San Andreas: NM	CA	27	90	V	strike slip	0	15	37
57.89	S. San Andreas: CC+BB+NM	CA	n/a	90	V	strike slip	0	15	146
57.89	S. San Andreas: PK+CH+CC+BB+NM	CA	n/a	90	V	strike slip	0.1	12	245
59.44	Elsinore: T	CA	5	90	V	strike slip	0	14	52
59.44	Elsinore: T+J+CM	CA	n/a	85	NE	strike slip	0	16	169
59.44	Elsinore: T+J	CA	n/a	86	NE	strike slip	0	17	127
60.81	Mission Ridge-Arroyo Parida-Santa Ana	CA	0.4	70	S	reverse	0	8	69
61.57	Red Mountain	CA	2	56	N	reverse	0	14	101
61.60	Cleghorn	CA	3	90	V	strike slip	0	16	25
65.68	Pitas Point (Lower)-Montalvo	CA	2.5	16	N	thrust	0.4	13	30
66.91	North Channel	CA	1	26	N	thrust	1.1	5	51
67.32	San Jacinto: SJV+A	CA	n/a	90	V	strike slip	0	17	89
67.32	San Jacinto: SJV+A+CC+B	CA	n/a	90	V	strike slip	0.1	15	170
67.32	San Jacinto: SJV+A+C	CA	n/a	90	V	strike slip	0	17	136
67.32	San Jacinto: SJV+A+CC+B+SM	CA	n/a	90	V	strike	0.1	15	196

						slip			
67.32	San Jacinto:SJV+A+CC	CA	n/a	90	V	strike slip	0	16	136
67.32	San Jacinto:SJV	CA	18	90	V	strike slip	0	16	43
70.13	S. San Andreas:SSB+BG+CO	CA	n/a	77		strike slip	0.2	12	170
70.13	S. San Andreas:SSB+BG	CA	n/a	71		strike slip	0	13	101
70.13	S. San Andreas:SSB	CA	16	90	V	strike slip	0	13	43
70.95	S. San Andreas:BB	CA	34	90	V	strike slip	0	15	50
70.95	S. San Andreas:CH+CC+BB	CA	n/a	90	V	strike slip	0	14	171
70.95	S. San Andreas:PK+CH+CC+BB	CA	n/a	90	V	strike slip	0.1	12	208
70.95	S. San Andreas:CC+BB	CA	n/a	90	V	strike slip	0	15	109
71.70	North Frontal (West)	CA	1	49	S	reverse	0	16	50
71.85	Garlock:GC+GW	CA	n/a	90	V	strike slip	0.4	12	210
71.85	Garlock:GW	CA	6	90	V	strike slip	0.7	14	98
71.85	Garlock:GE+GC+GW	CA	n/a	90	V	strike slip	0.3	12	256
73.96	San Jacinto:A+CC	CA	n/a	90	V	strike slip	0	16	118
73.96	San Jacinto:A+C	CA	n/a	90	V	strike slip	0	17	118
73.96	San Jacinto:A+CC+B+SM	CA	n/a	90	V	strike slip	0.1	15	178
73.96	San Jacinto:A+CC+B	CA	n/a	90	V	strike slip	0.1	15	152
73.96	San Jacinto:A	CA	9	90	V	strike slip	0	17	71
74.62	Pitas Point (Upper)	CA	1	42	N	thrust	1.4	10	35
75.85	Rose Canyon	CA	1.5	90	V	strike slip	0	8	70
78.85	Pleito	CA	2	46	S	reverse	0	14	44
83.25	Pitas Point (Lower, West)	CA	2.5	13	N	thrust	1.5	9	35

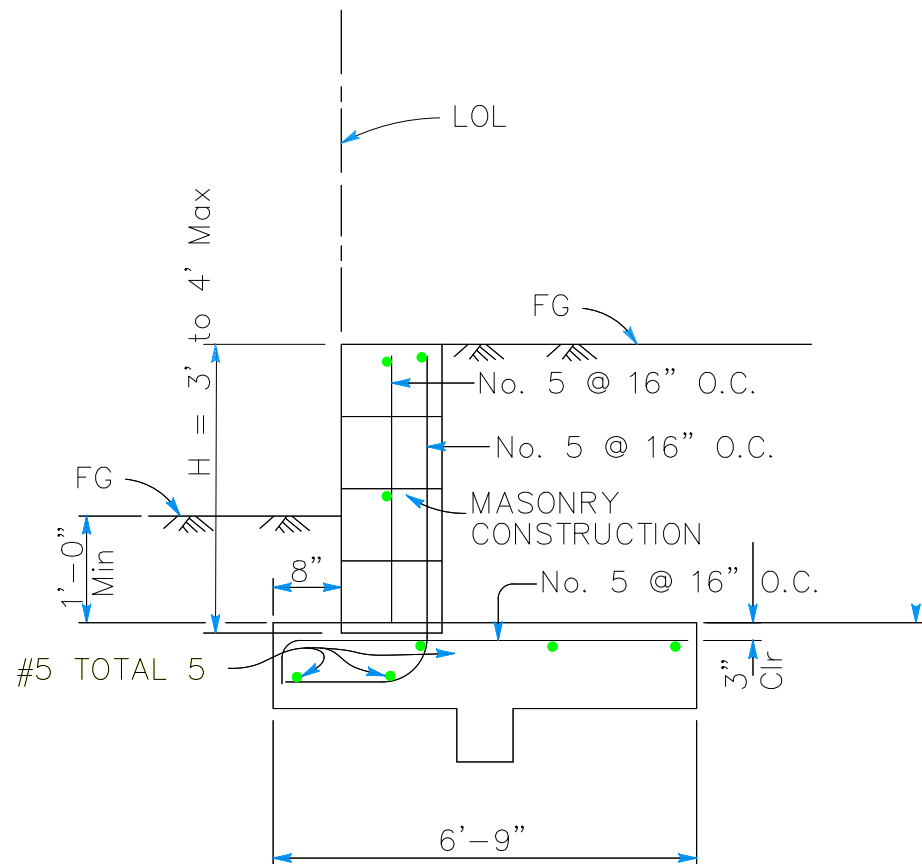
83.50	Santa Ynez (West)	CA	2	70	S	strike slip	0	9	63
87.43	Santa Rosa Island	CA	1	90	V	strike slip	0	9	58
87.51	White Wolf	CA	2	75	S	reverse	0	14	63
87.70	Elsinore:J	CA	3	84	NE	strike slip	0	19	75
87.70	Elsinore:J+CM	CA	3	84	NE	strike slip	0	17	118
88.11	Helendale-So Lockhart	CA	0.6	90	V	strike slip	0	13	114
91.75	S. San Andreas:BG	CA	n/a	58		strike slip	0	13	56
91.75	S. San Andreas:BG+CO	CA	n/a	72		strike slip	0.3	12	125
94.14	S. San Andreas:CH+CC	CA	n/a	90	V	strike slip	0	14	122
94.14	S. San Andreas:CC	CA	34	90	V	strike slip	0	15	59
94.14	S. San Andreas:PK+CH+CC	CA	n/a	90	V	strike slip	0.2	11	158
97.04	Pinto Mtn	CA	2.5	90	V	strike slip	0	16	74
97.07	North Frontal (East)	CA	0.5	41	S	thrust	0	16	27
97.31	Lenwood-Lockhart-Old Woman Springs	CA	0.9	90	V	strike slip	0	13	145

	Model			
Stitched	2.1	6.00e-04 / 6.00e-04	2.214 / 2.214	0.50
Stitched	2.4	6.00e-04 / 6.00e-04	2.214 / 2.214	0.50

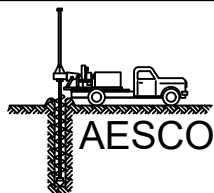
¹ 1st Value is based on Ellsworth relation and 2nd value is based on Hanks and Bakun relation

Comments

Palos Verdes, Coronado Bank



Ref: Caltrans Standards Plan 2015 - B3-7B



Hermosa Beach

Project No. : 20173215-E6165

Site Name: Friends of the Library Temporary Building

Site Address: 1315 Valley Drive, Hermosa Beach, CA

Proposed Retaining Wall Details

Scale: 1 inch \cong 3 feet

Date: 8/28/2017

Figure 1

Friends of the Library Relocation

Location Options

- 1.** South Park Classroom 1
- 2.** South Park Classroom 2
- 3.** Community Center South Wing Classroom
- 4.** Kiwanis Christmas Tree Lot Storage Area
- 5.** Container Placed near the EOC/Kiwanis Storage area
- 6.** Container placed next to the skate park.
- 7.** Container on the walkway next to the Museum leading to the stairs to the gym.
- 8.** Container placed on the concrete pad next to the Senior Center side door.
- 9.** Placement of container between the Kiwanis & Rotary buildings
- 10.** Container placed behind the tennis courts.
- 11.** 11th Street next to the self-storage

LEASE AGREEMENT

This Lease Agreement ("Lease" or "Lease Agreement") is made and entered into on this 22nd day of June 2021, by and between the City of Hermosa Beach, a municipal corporation ("City") and Friends of the Library, a California nonprofit corporation ("Lessee").

RECITALS

- A. City is the owner of certain real property improved with a storage building (the "storage building") located just outside the Community Center at 710 Pier Avenue, Hermosa Beach, CA, the legal description of which is set forth in Exhibit A attached hereto and incorporated herein by this reference thereto (the "property").
- B. Lessee needs to relocate from its existing storage location and desires to lease the storage building for the purpose of storing books and the City desires to accommodate Lessee's storage requirements.

NOW THEREFORE, in consideration of the foregoing and the promises herein contained, the parties agree as follows:

- 1. **Lease.** City hereby leases the portion of the storage building located behind the Community Center gym next to the parking lot and across from the Alano Club on 11th Place, not utilized by Kiwanis to store Christmas Tree Lot supplies, to Lessee subject to the terms and conditions set forth herein.
- 2. **Term.** The term of this Lease shall be for a period of three (3) years commencing on the 1st day of July 2021 and ending on the 30th day of June 2024, unless earlier terminated as provided herein. The parties may by mutual agreement extend this Lease for three additional one-year terms by written amendment to this Lease Agreement.
- 3. **Rent.** Lessee agrees to pay to the City rent in the amount of \$1 per year, payable annually on the anniversary date of this Lease or payable in advance in a single lump sum.
- 4. **Use.** Lessee agrees to use the storage building only for the following purpose or purposes and for no other purpose, without the express written consent of City: Book storage and bookstore. Friends of the Library is a non-profit corporation created to provide financial and charitable assistance to the City of Hermosa Public Library for the purchase of books, magazines, and records for use by the general public. Friends of the Library has a sustained program of regularly scheduled book sales which generates incomes for the non-profit to provide monetary donations to the library. The Friends of the Library volunteers sort and price incoming donations, set up book sales including book sale

tables, manage the sales, and distribute the remainder of the books to schools, nursing homes, and various charities. Lessee may set up a table immediately outside the door of the storage building when the bookstore is open to patrons. Lessee may place a book donation container outside the storage building subject to City approval of its location, size and appearance. Lessee may also utilize the City-owned picnic tables located next to the entrance of the Community Center for visitors to use to engage in games and book discussions. On or before May 1 of each year this Lease is in effect, the parties shall consult with each other, regarding the potential need for any changes to this Lease or to the building, to ensure an open dialog about this location and the status of securing a more permanent location for Lessee's activities.

5. **Insurance.** Lessee shall obtain and maintain at all times during the term of this Lease:

Comprehensive General and Automobile Liability insurance. Protecting Lessee in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one occurrence, and \$1,000,000 for property damage or a combined single limit of \$1,000,000. Such insurance shall name City of Hermosa Beach and its officers, employees, and agents as additional insured parties. Coverage shall be in accordance with the sample certificates and endorsements attached hereto and must include the coverage and provisions indicated.

Lessee shall file and maintain the required certificate(s) of insurance with City at all times during the term of this agreement. The certificate(s) is to be filed prior to the commencement of the work or event and should state clearly:

1. The additional insured requested;
2. Thirty-day prior notice of change or cancellation to the City of Hermosa Beach;
3. Insurance is primary to that of the Additional Insured;
4. Coverage included; and
5. Cross-liability clause.

Worker's Compensation Insurance. Lessee shall obtain and maintain at all times during the term of this agreement Worker's Compensation and Employers Liability insurance and furnish the City with a certificate showing proof of such coverage. Such insurance shall not be canceled or materially changed without a thirty (30) day prior written notice to: City Manager, City of Hermosa Beach.

Building and Improvements. Insurance covering the Building, Lessee's improvements and trade fixtures, merchandise and personal property from time to time in, on or upon the building. Such insurance shall cover not less than 100% of the full replacement cost of the foregoing from time to time during the term, and shall provide protection against any peril included within the classification of fire, extended coverage, sprinkler leakage, vandalism, theft, malicious mischief and special extended perils (all risk). Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed. Such policy shall name City as the loss payee and shall be appropriately endorsed to that effect.

Insurance Companies. Insurance companies must be rated (B:XIII) or better in Best's Insurance Rating Guide.

6. **Condition of the Premises Upon Termination of the Lease.** Lessee agrees to keep and maintain the premises in good condition and repair and to return to City the premises upon termination of this Lease in the same condition as when Lessee took possession of the premises excepting any repairs or alterations, which were approved by the City, reasonable wear and tear excepted, and does promise to pay the City upon demand the reasonable sums to repair the premises in the event of a violation of this provision.
7. **Construction.** Lessee is prohibited from making any alterations or performing any construction or remodeling that requires issuance of a building permit on the premises without the express written approval of City, with the exception of the alterations described in Exhibit A attached hereto and incorporated herein by reference, which are deemed approved. Any such approval shall include provisions to protect the City from potential liens of labor and material persons.
8. **Destruction, Partial Destruction or Necessity to Repair because of Conditions Caused by Other than Lessee.** City has no duty or obligation to reconstruct the premises in the event of destruction or partial destruction of the premises. City at its option may reconstruct or repair the premises, whereupon this Lease shall remain in full force and effect except that no rent will be owing to City during said period of reconstruction or repair if such reconstruction or repair interferes with the tenancy created herein to the extent that the premises cannot be used for the purposes intended. In the event City, at its sole discretion, determines not to reconstruct or repair the premises, then either party at its option may cause this Lease to be terminated and neither party shall have any liability each to each other.
9. **Hold Harmless.**
 - a. Lessee shall hold harmless and indemnify the City, its officers, agents and employees from every claim or demand which may be made by reason of any injury and/or death to persons and/or injury to property caused by any direct or indirect act or any omission of Lessee, its officers, agents and employees arising out of Lessee's use of the premises. Lessee, at its own cost, expense and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City on any such claim or demand and pay or satisfy any judgment that may be rendered against the City on any such action, suit, or legal proceedings as a result hereof.
 - b. City shall hold harmless and indemnify Lessee, its officers, agents and employees from every claim or demand which may be made by reason of any injury and/or death to persons and/or injury to property caused by any direct or indirect act or any omission of the City, its officers, agents and employees arising out of the City's use of the premises. City, at its own cost, expense, and risk shall defend any

and all actions, suits or other proceedings that may be brought or instituted against Lessee on any such claim or demand and pay or satisfy any judgment that may be rendered against the Lessee on any such action, suit, or legal proceedings as a result hereof.

10. **Rules, Regulations and Ordinances.** Lessee agrees to comply strictly with all applicable laws, ordinances and regulations pertaining to occupancy and use of the building. Lessee shall provide access to the premises to City officials and employees at any time upon request, to inspect the condition of the premises and to otherwise assure compliance with the terms and conditions of this Lease.
11. **Taxes and Charges.** Lessee agrees to pay when due any and all taxes, assessments or charges levied by any governmental agency on or to the leasehold premises. Lessee acknowledges that the leasehold interest may be subject to a possessory interest tax, for which it is responsible under this paragraph.
12. **Default.** Should Lessee fail to perform any obligation required pursuant to the terms of this Lease within thirty days after notice from the City, City may immediately cause this Lease to be terminated and thereafter take any action and pursue all remedies available in law and equity.
13. **Notice.** Any notice required to be made or given pursuant to the provisions of this lease may be either personally served upon the party or deposited in the United States mail, postage prepaid.

City: CITY OF HERMOSA BEACH
CITY HALL
1315 VALLEY DRIVE
HERMOSA BEACH, CA. 90254

Lessee: FIRENDS OF THE LIBRARY
P.O. BOX 515HERMOSA BEACH, CA 90254
ATTN: PRESIDENT

Any notices so given pursuant to the provisions of this paragraph will be deemed served 24 hours after the deposit thereof in the United States mail.

14. **Attorneys' Fees.** The parties agree that in the event any action is instituted concerning any of the provisions of this Lease Agreement, the prevailing party may in the discretion of the court be granted reasonable attorneys' fees and costs of suit.
15. **Assignment and Subletting.** Lessee shall not assign or sublease all or any portion of the premises without the written consent of the City, which consent may be granted or denied at the exclusive and total discretion of the City. This paragraph 15 does not apply to rentals permitted pursuant to paragraph 4.

16. **Successors.** Subject to prior provisions, this Lease is binding upon the heirs, assigns, and successors of interest of the parties.

17. **Termination.** Notwithstanding any other provision of this Lease, Lessee may terminate this Lease at any time, and Lessor may terminate the Lease at any time and without cause if: (i) City's City Council, following a noticed public hearing (as to which Lessee is provided written notice), finds that the premises must be used for another municipal purpose, and (ii) City thereafter provides Lessee one (1) year written notice of termination.

18. **Non-discrimination.** Lessee shall not in the management, operation, rental, use, or maintenance of the premises discriminate against any person or group based on race, religion, color, medical condition, sex, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

In Witness Whereof, the parties have executed this Lease Agreement at Hermosa Beach, CA on the day first herein above set forth.

**CITY OF HERMOSA BEACH,
a Municipal Corporation, Lessor**

By _____
Justin Massey, Mayor

ATTEST:

Eduardo Sarmiento, City Clerk

APPROVED AS TO FORM:

Michael Jenkins, City Attorney

DATE:

**FRIENDS OF THE LIBRARY,
a California nonprofit corporation, Lessee**

President

EXHIBIT A

APPROVED ALTERATIONS TO THE STORAGE BUILDING

Improvement	Responsibility	Cost	Timeline
Light, Electrical, Painting Upgrades	\$1500	City	4 weeks from execution
Side Door: ADA Accessible	\$3200	City	4 weeks from execution
ADA Accessible Route & Ramp into the facility	\$20,000	City	Start - Mid to Late July
AC/Heater Split Unit	\$6200	City/Friends 50/50	4 weeks from execution
Skylights (6) 20 X 48	\$4200	Friends of the Library	4 weeks from execution
Signage	\$2,000	Friends of the Library	Will be approved by the City prior to installation
Bookshelves	\$3,000	Friends of the Library	FOL Installation following the City improvements
Office Furniture	\$750	Friends of the Library	FOL installation following the City improvements
Moving Costs	\$500	Friends of the Library	



Staff Report

Staff Report

REPORT 21-0374

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

**STATUS UPDATE AND DISCUSSION OF OPTIONS FOR
TEMPORARY EXPANDED OUTDOOR DINING AND RETAIL
AND TEMPORARY LANE RECONFIGURATIONS IMPLEMENTED
TO HELP BUSINESSES DURING THE COVID-19 PANDEMIC**
(Environmental Program Manager, Doug Krauss)

Recommended Action:

Staff recommends City Council:

1. Consider staff's assessment and provide direction on next steps for the temporary expanded outdoor dining and retail pilot program throughout all commercial districts and, if desired, continue program for a specified period (e.g. through the end of 2021) and direct staff to bring back an extended urgency ordinance as necessary to continue the program;
2. Consider staff's assessment and provide direction on next steps for the temporary lane reconfigurations in the downtown district on Pier Avenue and Hermosa Avenue and, if desired, continue program for a specified period, and direct staff to prepare a resolution to extend the program;
3. Provide staff direction regarding implementation of a reapplication and renewal process for businesses to continue the use of outdoor seating and retail areas, the re-establishment of encroachment fees as applied to dining areas in the public right-of-way prior to the temporary program, and whether to explore other possible fees for use of the public space;
4. Consider additional traffic counts of the downtown lane reconfigurations, appropriate \$3,000 from the Capital Improvement Fund to fund the work, and direct staff to implement these counts; and
5. Direct staff to conduct a continuing assessment of any pilot programs extended for a specified period for future consideration regarding a possible permanent or longer-term program.

Executive Summary:

Beginning in May of 2020, City Council approved a variety of initiatives to assist the business community during the COVID-19 pandemic. Specifically, City Council approved measures to allow businesses to expand outdoor opportunities for conducting business in response to restrictions on indoor dining and retail. These measures included adoption of an urgency ordinance allowing restaurants and other commercial businesses to operate outdoors, subject to a temporary permit. The City now permits these activities on private property, in the public right-of-way, including

Staff Report

REPORT 21-0374

expanded areas on Pier Plaza and on sidewalks and streets.

In addition, based on City Council direction, staff developed a complementary program for more active and shared use of public streets to help downtown business outdoor dining and retail areas be safer and more inviting. City Council directed staff to move forward with lane reconfigurations on Pier and Hermosa Avenues in the downtown district, known as the “shared streets” program for a specific six-month implementation period ending in mid-July. The expanded outdoor dining and retail program does not have a specific expiration date, but is linked to the duration of City’s emergency order. A complete list of relevant orders is included as **Attachment 1**.

This report is a compilation of relevant data compiled from staff’s assessment of the programs, as well as feedback from downtown businesses and the community. This information includes recommendations and options for City Council to consider regarding the program’s continued implementation.

Background:

Expanded Outdoor Dining and Retail

The City has long supported and encouraged outdoor dining on private and public property to supplement indoor operations. With the onset of the pandemic and related health orders, businesses were limited to conducting business outdoors. Recognizing this hardship, City Council approved a program to allow expanded outdoor dining and other commercial activity. The City also suspended zoning and parking requirements and established a temporary encroachment permit program allowing encroachments into sidewalks, public streets, and Pier Plaza subject to a basic set of guidelines. These guidelines include:

- Hours limited to ending by 11:00 P.M.;
- Temporary furnishings to be brought in every night;
- Cleanliness;
- Alcohol service only with food service; and
- Insurance maintained by permittees.

The program has been important for continued business success and the vitality of commercial districts. The City has issued over 60 permits during the term of this program in a variety of commercial locations. **Attachment 2** contains a list of all the permitted locations, square footages, and number of parking spaces affected. To date, City Council has allowed these uses without consideration of any encroachment area rents, or reimbursement of lost parking meter revenue. Based on the terms of the urgency ordinance, these outdoor dining and retail permits are valid for the term of the City’s pandemic emergency declaration, or until terminated by City Council.

Staff Report

REPORT 21-0374

Lane Reconfigurations

At the May 12, 2020 City Council meeting, City staff presented an item describing a concept to repurpose sections of public right of way to improve multi-modal traffic safety and expand physical-distancing options for the public and businesses per Los Angeles County Health orders related to the COVID-19 pandemic. The City Council moved quickly to accommodate these programs and staff developed guidelines based on information gathered from existing programs in other cities and internal review of policies and regulations.

City Council directed staff to work with the Economic Development Committee to explore aspects of the program that could directly benefit local businesses. At meetings in August and September 2020, City Council directed staff to move forward with design of lane reconfiguration concepts for both Hermosa Avenue and Pier Avenue. These concepts included removing one through vehicle lane in each direction, addition of a bike lane, installation of nine new on-street ADA accessible parking spots, and associated signage and pavement markings. At the October 27, 2020 meeting, City Council awarded a contract to perform the work. Work began in early January 2021 and was completed by January 16, 2021. The six-month duration of the project, as approved by Council, began at that point.

Since the completion of the lane reconfiguration project, six new on-street dining decks have been constructed, and most of previously existing dining decks expanded to take advantage of the additional space provided by the lane reconfiguration.

Past Council Actions

Staff Report

REPORT 21-0374

Meeting Date	Description
June 9, 2020	Approved Ordinance 20 -1410U allowing temporary permit program for outdoor dining in response to pandemic
July 14, 2020	Directed staff to proceed with development of lane closure plans
August 11, 2020	Chose a lane configuration concept for Hermosa Avenue, extended it to 8 th Street, and provided a six month duration
August 20, 2020	Approved Resolution 20 -7252 allowing lane closures in downtown
September 8, 2020	Chose a lane configuration concept for Pier Avenue
October 27, 2020	Awarded contract for construction of lane reconfigurations

Discussion:

Assessment

Staff has worked closely with a wide assortment of partners to monitor and assess the success of the outdoor dining program and the impacts of the lane reconfigurations. These efforts are ongoing with an approach to allow the temporary pilot programs to adapt and improve and to help the City make informed decisions on possible long-term implementation. The monitoring efforts include the following:

- Frequent monitoring and documentation of concerns by Code Enforcement;
- Engaging traffic engineers both to assess the design for potential improvements and to monitor traffic volumes and patterns;
- Regular updates to, and input from, the Economic Development Committee and its stakeholder working group since their inception in June 2020;
- Walking tours of the downtown area to facilitate discussion between City staff and business operators;
- Additional recurring meetings with staff and a smaller group of business stakeholders to workshop program details;
- Regular communications with our neighboring agencies of Manhattan Beach and Redondo Beach which both implemented similar temporary outdoor programs; and
- Regular communications with staff from various City departments, including Police Department and the Los Angeles County Fire Department (LACoFD), on issues related to the programs.

In addition, the Hermosa Beach Chamber of Commerce distributed a survey to businesses in March 2021 seeking input on a number of issues concerning local businesses. The results of the survey showed that a majority of businesses supported the outdoor dining and lane reconfigurations. In this survey, 68 percent of downtown business respondents supported making dining decks permanent and 63 percent supported the lane reconfigurations enduring as long as

Staff Report

REPORT 21-0374

dining decks remain **(Attachment 3)**.

Staff followed with a separate survey directed at residents and the community at large to gather opinions regarding temporary programs and whether they should continue. The survey gathered over 1,100 responses and indicated a general approval of the current temporary measures **(Attachment 4)**.

Adjustments

Many adjustments have been made to the program during implementation. These adjustments were deployed in response to specific feedback from participants in the program, as well as general feedback from the community as a whole. The City's Code Enforcement staff also provided the following list of common complaints received in response to the new outdoor programs:

- Overcrowding (Inadequate social distancing tables/customers);
- Usage after permitted closing time;
- Noise (Customers, TV's, and sometimes music);
- Alcohol being consumed without food service;
- Cleanliness and maintenance;
- Underutilized space (Limited operating hours);
- Aesthetically displeasing or inconsistent decks;
- Inadequate upkeep of traffic safety devices associated with on-street decks;
- Businesses changing their positions on permission for adjacent decks; and
- Loss of parking spaces, especially on public streets.

Regular conversations with Economic Development Committee stakeholders and discussions with individual deck operators have supported the need to address these concerns, as well as other nuances of the overall program. In response to this feedback, the following modifications have been implemented to improve success of the programs:

- Establishment of lighting and overhead structure guidelines for outdoor dining areas: anything over the public right of way, cords, umbrellas, shade covers must be a minimum 8' above the pavement;
- Exceptions to complete removal of furnishings each day;
- Reprogrammed traffic signal timing on Hermosa Avenue to improve traffic flow;
- Installation of a No Left Turn sign at 14th Street and Hermosa Avenue;
- Targeted placement and messaging for electronic message boards placed in and around downtown;
- Installation of sidewalk decals to help remind cyclists and skateboarders to avoid riding on

Staff Report

REPORT 21-0374

sidewalks; and

- Streamlining the City's website to make parking availability information more user-friendly, especially for mobile digital devices.

Next Steps

As described, a majority of businesses and the community welcomes the continued use of outdoor public and private spaces for dining and retail. In combination with the recent allowance of live music, the outdoor dining has been widely acknowledged as enriching and enlivening the City's downtown area. Communications with neighboring cities, as well as cities from across the region, indicate that a majority of agencies are considering extension of outdoor dining programs in response to similar widespread community support.

In regard to the lane reconfigurations, there is not as clear a consensus of community opinion. However, per the community survey results (**Attachment 4**), nearly 61 percent of respondents support making them permanent along with 12 percent support to keep them in place through summer. Understandably, the reconfiguration has slowed traffic in the downtown area, particularly on busier weekends. Staff continues to monitor traffic conditions and has taken the following measures to gain analytic data on the project's affects:

- Arranging for the traffic engineer that designed the project to visit the site on multiple occasions to assess potential adjustments; and
- Performing traffic counts on these streets and in surrounding neighborhoods before the project and while it was in effect to assess changes to volumes and traffic patterns (this is further explained below).

Staff has maintained communications with Hermosa Beach Police Department, Los Angeles County Fire Department, and McCormick Ambulance personnel to assess the project's impact on services, response times, and general mobility. The Police Department is unable to provide response time impact data specific to the lane reconfigurations. However, anecdotally staff reports multiple occasions where the response by the Police Department was inhibited due to the narrowed roadways. During times of moderate to heavy traffic, there is not enough space for motorists to yield to the side of the road when emergency vehicles are trying to respond along these corridors. Both Police and Fire personnel have needed to drive around or find alternate routes when responding to any calls for service along these corridors.

The City has a number of options to consider concerning outdoor dining and retail program and the lane reconfigurations. As mentioned above, City Council approved the outdoor dining and retail program for the duration of the pandemic emergency and the lane reconfiguration program for a six-month period ending July 15, 2021. Though much data and feedback has been gathered, an

Staff Report

REPORT 21-0374

extension of these programs could allow a more thorough understanding of the project impacts. For instance, though there have been a few busy weekends thus far, monitoring the program through a busy summer season would be very instructive to illustrate the project's performance. The extended observation would also inform strategies for long-term adjustments, both in terms of traffic flow, but also how these programs affect the business community.

For example, regarding the impacts of the lane reconfigurations on traffic, our initial traffic counts were taken in January 2021 during the height of the pandemic when health orders had severely limited dining and retail activity. As seen in the most recent traffic volume counts performed in May 2021, traffic volumes are only now returning to "pre-pandemic" volumes (**Attachment 5**). These counts showed some interesting patterns including an increase of almost 60 percent in pedestrian traffic downtown and nearly 30 percent increase in bike traffic attributable to the lane reconfiguration. There was a 60 percent increase of vehicle traffic on 8th Street, between Hermosa Avenue and Monterey while also a 5 percent reduction in overall vehicle speeds in the downtown area. Performing additional traffic counts in coming months would provide a more accurate representation of the project's impacts at normal volumes.

The concerns most adamantly communicated by the downtown business community regarding the outdoor dining decks are reduced parking due to the dining decks, coordination with decks and neighboring retail and service businesses, desire for signage on deck structures, and underutilization of decks. For this reason, it is recommended that City Council direct staff to revise the current permitting process to immediately address these concerns. No additional fees for the businesses would be included at this time, but staff would continue to explore incorporating fee structures into a more long-term program and for future City Council consideration, which would suggest fees dependent on whether the outdoor area is on private or public property and where the outdoor use area is located. The implementation of fees could not only offset City costs for lost parking revenue and encroachment fees, but also incentivize businesses to maximize use of their decks, especially in conjunction with the anticipated allowance of 100 percent indoor capacity of restaurants, per State and County health orders. The suggested immediate action would involve reapplication by all existing outdoor areas used for dining or retail to additionally incorporate:

- Renewal of applicant's permissions from neighboring businesses where decks encroach significantly upon the frontage of these other businesses. This would serve to reconfirm cooperation and coordination between businesses, especially in light of changing situations regarding health orders, capacities, etc. This process would allow a 45-day compliance window to allow operators to reconfigure or remove their decks if necessary;
- Placement of temporary signage on dining decks with restrictions on the content (business name only), size (2 feet by 2 feet maximum) and quantity (one sign per business except in cases where a deck is in front of another business and an additional identification sign is

Staff Report

REPORT 21-0374

appropriate);

- Requirement of a surety bond of the deck operators to fund costs in the event the City should need to remove a deck due to maintenance emergencies or abandonment. The amount of the surety bond would be established by consultation with Public Works staff; and
- Establishment of limits on the duration a deck can stand unused (due to the business being closed, deck being under construction, etc.) to ensure right of way and parking spaces are being fully utilized. It is recommended that a 30-day maximum period of vacancy be established before the City would mandate removal of a deck.

The concerns most frequently shared by the community as a whole regarding the lane reconfiguration include traffic congestion or delays and coordination between vehicles, bikes, and pedestrians. Additionally, staff has received a number of comments about bikes and skateboards using sidewalks resulting in conflicts with pedestrians and dining deck staff and customers. To address these concerns, staff recommends scheduling additional traffic counts during summer to assess peak vehicle volumes and continue working with traffic consultants to assess design adjustments. This would also include continued use of signage and communications to educate and inform the community and visitors of safe and proper transportation practices.

Summary of Recommendations

- Extend the temporary programs (both outdoor dining and lane reconfigurations) for a definite period and direct to staff return to City Council after the end of summer to provide additional information and data (Recommended actions 1 and 2 from above). This would include ongoing adjustments and improvements, as needed, and continuing data gathering to help inform future decisions. Staff would also bring an item back to City Council for the July 13, 2021 City Council meeting to ensure the outdoor dining and retail program, temporary suspension of zoning and encroachment requirement, and lane reconfigurations are extended via the appropriate ordinances and resolutions of the City Council (**Attachment 6**);
- Direct staff to return to City Council with an item to re-establish encroachment fees for the outdoor dining areas. The pandemic suspended the fees and allowed for expansion of the allowable encroachments. It is recommended that staff explore charging fees for lost parking meter revenue, as well as possible other fees related to use of the public right-of-way;
- If City Council directs staff to end the temporary lane reconfigurations, staff recommends a three-month period to accommodate this process. The process would include developing plans, advertising for a contractor, and performing the work. Should this option be chosen, it is recommended that Council direct staff to begin the process immediately to ensure that it could be accomplished in a timely manner while allowing decks that have expanded into the reconfiguration areas adequate time to reduce the footprint of their decks accordingly. Based on

Staff Report

REPORT 21-0374

the cost of the initial lane reconfiguration, staff estimates a similar cost of approximately \$90,000 to return the area to its pre-reconfiguration state. Alternatively, the City Council could extend only certain components of the programs and, for the lane reconfigurations, could recommend removing the reconfigurations for either Pier Avenue or Hermosa Avenue only;

- Direct staff to implement a reapplication process, as described above, to improve short-term efficiency of the decks and ensure better coordination for the various needs of neighboring businesses and help prevent underutilization of the on-street decks; and
- Appropriate \$3,000 from the Capital Improvement Fund to fund additional traffic counts in the downtown area to establish a more thorough and representative data set which can then inform future decisions regarding the temporary lane reconfigurations.

General Plan Consistency:

The proposed program options match the model of “living streets”, also known as “complete streets”, and a key guiding principle of the General Plan Vision is to foster a vibrant local economy. A living street combines safety and livability while supporting ground floor and outdoor economic activities. This centers on designing streets that can be safely shared by both vehicular and non-vehicular traffic. A living street should also contribute to an engaging public realm and a vibrant local economy. Relevant Policies are listed below:

Governance Element

Goal 6. A broad-based and long-term economic development strategy for Hermosa Beach that supports existing businesses while attracting new business and tourism.

Policies:

- **6.4 Business support.** Support the Chamber of Commerce, retailers, tourist service businesses, artists, and other agencies to develop an aggressive marketing strategy with implementation procedures.
- **6.6 Pop-up shops.** Develop plans and programs for underutilized spaces, such as vacant buildings, utility corridors, parkways, etc., for temporary retail, restaurant, and community promoting uses.

Mobility Element

Goal 1. Complete Streets (Living Streets) that serve the diverse functions of mobility, commerce, recreation, and community engagement for all users whether they travel by walking, bicycling, transit, or driving.

Policies:

- **1.1 Consider all modes.** Require the planning, design, and construction of all new and existing transportation projects to consider the needs of all modes of travel to create safe, livable, and inviting environments for all users of the system.

Staff Report

REPORT 21-0374

Fiscal Impact:

Should City Council continue the pilot outdoor dining and retail program, the City would continue to forgo full cost recovery of parking revenues and encroachment fees unless directed to establish new fees accordingly. It is also recommended \$3,000 be appropriated from the Capital Improvement Fund to fund additional traffic counts in the downtown area.

Per Los Angeles County Public Health orders, City Council approved repurposing sections of the public right-of-way to improve multi-modal traffic safety, and increase physical-distancing for the public and businesses (a personal protective measure required for COVID-19 prevention) to have a safe opening and operation during the COVID-19 pandemic. Should City Council choose to end the lane reconfigurations, approximately \$90,000 would be charged to the COVID-19 division in the Federal Emergency Management Agency (FEMA) Fund to cover the design, construction, and management of the COVID-19 reopening project which is equivalent to the initial project implementation costs. City staff would seek reimbursement of the costs to end the lane reconfiguration as a part of the City's reopening expenses through the FEMA Public Assistance process as well as continue to assess the feasibility of the project costs being covered by other reopening and resiliency funding related to COVID-19.

Attachments:

1. COVID-19 Related Resolutions\Ordinances
2. Temporary Outdoor Dining Permit Log and Contact List
3. Chamber of Commerce Business Survey Results
4. City of Hermosa Beach Community Survey Results
5. Traffic Count Memo
6. Executive Order No. 2020-05

Respectfully Submitted by: Doug Krauss, Environmental Programs Manager

Concur: Ken Robertson, Community Development Director

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, City Manager

DATE	ORDINANCE/RESOLUTION	EXPIRATION DATE
<u>March 16, 2020</u>	<p>Resolution No. 20-7230 Confirming the Proclamation of a Local Emergency.</p> <p>Pursuant to <u>Section 5</u>: Pursuant to the authority prescribed by Hermosa Beach Municipal Code Section 2.56.090, the City Council hereby orders as follows (the “Order”), to take effect immediately and remain in effect until March 28, 2020, unless extended by the City Council or City Manager:</p> <p style="padding-left: 40px;">A. All restaurants, alcohol beverage establishments and snack shops in the City are hereby ordered closed to onsite patronage; <i>provided, however</i>, that take-out orders and delivery of meals are permitted provided that take-out orders are picked up by a single person and the establishment maintains social distance in any necessary queuing of patrons.</p> <p style="padding-left: 40px;">B. All formal and informal organized and group activities, games and sports, with the exception of family outings, are hereby prohibited in all City parks and the beach;</p> <p style="padding-left: 40px;">C. The City shall prohibit access to play structures at all City parks;</p> <p style="padding-left: 40px;">D. The City shall post signs at all City parks advising that:</p> <p style="padding-left: 80px;">i. COVID-19 is known to survive on various surfaces such as children’s play equipment, bathroom surfaces, tables, benches, railings, and other fixtures, for 72 or more hours; and</p> <p style="padding-left: 80px;">ii. Park users shall maintain social distance as prescribed by Beach Cities Health District, as provided in Exhibit 1 attached hereto;</p> <p style="padding-left: 80px;">iii. Park users with symptoms consistent with COVID-19 infection are encouraged to isolate themselves at home and contact their health care provider or, if they do not have a health care provider, the Los Angeles County Department of Health to assist with receiving prompt diagnosis and care.</p> <p><u>Pursuant to Section 6</u>:</p> <p style="padding-left: 40px;">A. Commercial landlords in the City are hereby prohibited from (I) charging rent and (II) evicting commercial tenants for nonpayment of rent with respect to tenants whose businesses are subject to the Order or are otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19 and who demonstrate lost income and inability to pay rent as a result of such limitation or closure. A landlord knows of a tenant’s lost income and inability to pay rent within the meaning of this Order if the tenant, within 30 days after the date rent is due, notifies the landlord in</p>	<p>Section 5 requirements: until March 28, 2020, unless extended by the City Council or City Manager.</p> <p>No expiration date set for Section 6 Measures.</p>

	<p>writing of the lost income and inability to pay rent due to a limitation or closure of the tenant's business related to COVID-19, with appropriate supporting documentation. If a tenant suffers only a partial loss of income, the tenant shall pay the pro-rated share of their rent that corresponds to the income they generated during the period of loss.</p> <p>B. Residential landlords in the City are hereby prohibited from (I) charging rent and (II) evicting residential tenants for nonpayment of rent with respect to tenants whose income is reduced or eliminated as a result of efforts to prevent or reduce the spread of COVID-19 and who demonstrate lost income and inability to pay rent as a result of such loss. A landlord knows of a tenant's lost income and inability to pay rent within the meaning of this Order if the tenant, within 30 days after the date rent is due, notifies the landlord in writing of the lost income and inability to pay rent due to such loss, with appropriate supporting documentation. If a tenant suffers only a partial loss of income, the tenant shall pay the pro-rated share of their rent that corresponds to the income they generated during the period of loss.</p>	
March 24, 2020	<p>Urgency Ordinance No. 20-1406U, Temporary Moratorium on Evictions for Nonpayment of Rent by Residential Tenants and Commercial Tenants, and Temporary Suspension on Residential and Commercial Foreclosures</p> <p>This Moratorium replaced the eviction moratorium in Resolution No. 20-7230</p>	May 31, 2020
April 14, 2020	<p>Urgency Ordinance No. 20-1407U, To Amend the Temporary Moratorium on Foreclosures and Evictions Due to Non-Payment of Rent by Residential and Commercial Tenants Impacted by COVID-19.</p> <p>Amended the Eviction Moratorium in 20-1406U in its entirety in light of Governor Newsom's Financial Relief Package announced on March 25, 2020.</p>	May 31, 2020
April 22, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-01</p> <p>Pursuant to Section 2:</p> <ol style="list-style-type: none"> 1. Cancellation of non-essential large public events, senior and community programs, and limitations on public access to some City facilities (effective March 12, 2020). 2. Cancellation of P.A.R.K. After School Program (effective March 13, 2020). 3. Closure of City Hall (effective March 16, 2020). 	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted</p>

	<p>4. Cancellation of Wednesday Farmers Market (effective March 18, 2020) and Friday Farmers Market (effective March 20, 2020).</p> <p>5. Business License renewal dates extended to May 31, 2020 (effective March 25, 2020).</p> <p>6. Parking Permit renewal dates extended to May 31, 2020 (effective March 25, 2020).</p> <p>7. Parking citation unbilled late fees delayed until May 31, 2020 (effective March 25, 2020).</p> <p>8. Parking citation DMV holds delayed until May 31, 2020 (effective March 25, 2020).</p> <p>9. Temporary banner permit requirements waived through May 31, 2020 (effective March 25, 2020).</p> <p>10. Closure of beach and Strand (effective March 27, 2020).</p> <p>11. Closure of City parks on Easter Sunday (effective April 9, 2020).</p> <p><i>*This order was confirmed at the April 28th meeting.</i></p>	<p>ordinance or order of the City Council expressly superseding this Order.</p>
April 27, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-02</p> <p><u>Pursuant to section 2:</u></p> <p>1. The ten cents (\$0.10) per recycled paper carryout bag charged to customers by affected retail establishments provided by Hermosa Beach Municipal Code Section 8.68.040 is hereby suspended.</p> <p>2. All restaurants, snack shops and similar businesses that serve food (and, optionally, groceries) and alcohol via delivery, pick-up or drive-thru shall not provide any alcohol to a customer prior to providing the entire food/meal order; i.e. all alcohol shall be provided to the customer concurrently with the delivery of food. All such establishments shall monitor customers waiting for food to ensure that no one is consuming alcohol on or adjacent to the premises.</p> <p><i>*This Order was confirmed at the May 12th meeting.</i></p>	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>

May 14, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-03</p> <p><u>Pursuant to Section 2:</u></p> <p>Consistent with the provisions of the County Health Officer's May 13, 2020 Revised Order, the beach will be open from 6:00 a.m. to 9:00 p.m. subject to the following:</p> <ol style="list-style-type: none"> 1. Only the following limited activities are allowed: <ol style="list-style-type: none"> i. Individual or household ocean activities such as surfing, swimming, kayaking, paddle boarding, and body surfing. ii. Individual or household active recreation and exercise such as walking and running where the participants do not remain in a stationary location. 2. The following activities are prohibited: <ol style="list-style-type: none"> i. Sunbathing, sitting, lying on the sand and other stationary activities (such as yoga, calisthenics, or meditation). ii. Picnicking. iii. Use of chairs, canopies or coolers. iv. Biking. v. Group or organized sports such as volleyball vi. Gatherings or events. vii. Fishing. 3. Individuals/households must exit the beach immediately after they recreate. 4. All beachgoers must follow the following safety requirements: <ol style="list-style-type: none"> i. Maintain more than 6 feet physical distance from others at all times (except between members of same household). ii. Wear face coverings, when out of the water and around others (except for children under age 2 and children with breathing problems). 5. All City parks and the beach are closed daily from 9:00 p.m. to 6:00 a.m. 6. The Strand and Pier remain closed. 7. City parking facilities are subject to the following regulations, subject to further modification by the City Manager/Director of Emergency Services as may be required to maintain public safety and order and to enforce the City's emergency orders: 	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
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	<ul style="list-style-type: none"> i. All, or parts of, Lot A, Lot B, Lot C, and Lot D will be closed. ii. Temporary short-term parking spaces will be established in Lot A and Lot D. iii. Monthly permit parking spaces will be provided in Lot D. iv. Temporary parking spaces will be designated at various locations on City streets. <p>8. Consistent with the provisions of the County Health Officer's May 13, 2020 Revised Order, all Lower Risk retail Businesses that sell goods and services to the public may only provide these goods and services to the public via curbside, doorside, or other outdoor or outside pickup, or via delivery. Members of the public are not permitted inside a retail Low-Risk Retail Business. Lower Risk Businesses may set up a table or shade structure in a manner to accommodate pickup, provided that patrons practice social distancing as provided in the May 13, 2020 Revised Order and provided that minimum 5-foot clearance is maintained along public walkways. Outdoor display of merchandise is prohibited.</p> <p>9. In addition to enforcement remedies available to the City as provided in the Hermosa Beach Municipal Code, emergency executive orders issued by the City Manager/Director of Emergency Services and emergency resolutions adopted by the City Council shall be enforceable by way of:</p> <ul style="list-style-type: none"> i. Imposing an administrative citation pursuant to HBMC Chapter 1.10. ii. Prosecuting a misdemeanor, punishable by a fine of not to exceed one thousand (\$1,000) dollars or by imprisonment for not to exceed six months, or both. <p><i>*This Order was confirmed during the <u>May 26th</u> meeting as amended by Resolution 7236.</i></p>	
May 21, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-04</p> <p><u>Pursuant to Section 3.</u> The City Manager and Director of Emergency Services now seeks to extend the duration of the emergency orders listed in Section 5 of Resolution No. 20-7230, as revised and restated below. The following emergency orders are issued effective as of the date set forth below and shall supersede any previous emergency orders inconsistent herewith:</p> <p>A. All restaurants, alcohol beverage establishments and snack shops in the City are hereby ordered closed to onsite patronage; <i>provided, however</i>, that (i) take-out orders and delivery of meals are permitted, provided that take-out orders are picked up by way of a drive-through window or by a single person and the establishment maintains social distance in any necessary queuing of patrons, and (ii) outdoor dining will be permitted upon issuance of and as provided in Executive Order 2020-05.</p> <p>B. All gyms and fitness centers are hereby ordered closed in accordance with the March 16, 2020 Order of the Health Officer of the Los Angeles County Department of Public Health.</p>	The Order may be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.

	<p>C. All formal and informal organized and group activities of any size, including but not limited to all games and sports, with the exception of family outings and use of the City's tennis and pickleball courts in accordance with City regulations, are hereby prohibited in all City parks, the beach, Pier Plaza and other public spaces.</p> <p>D. Access to play structures and exercise equipment in all City parks, the beach, and the Greenbelt is hereby prohibited.</p> <p>E. The City shall post signs at all City parks, the Greenbelt, the beach, Pier Plaza and the Strand advising that:</p> <ul style="list-style-type: none"> I. COVID-19 is known to survive on various surfaces such as children's play equipment, bathroom surfaces, tables, benches, railings and other fixtures, for 72 or more hours; II. Users of public spaces shall maintain social distance as prescribed by Beach Cities Health District, as provided in Exhibit 1 attached hereto; and III. Users of public spaces with symptoms consistent with COVID-19 infection are encouraged to isolate themselves at home and contact their health care provider, or if they do not have a health care provider, the Los Angeles County Department of Health to assist with receiving prompt diagnosis and care. <p><u>Pursuant to Section 4:</u></p> <p>In addition to the emergency orders listed in Section 3 above, the City Manager and Director of Emergency Services further orders that:</p> <p>A. The enforcement of City street sweeping restrictions suspended on March 16, 2020, as a part of the City's effort to combat COVID-19, shall resume on June 8, 2020.</p> <p><i>*This Order was confirmed at the May 26th meeting.</i></p>	
May 21, 2020	<p>Resolution No. 7236, Rescinding Portions of Executive Order Nos. 2020-01 and 2020-03 to reopen the Strand:</p> <p><u>Pursuant to Section 2:</u>The Strand is re-open for public use effective 6:00 a.m. on Saturday, May 23, 2020; Section 2, paragraph 10 of Executive Order No. 2020-01 and Section 2, paragraph 3 of Executive Order No. 2020-03 are hereby rescinded.</p>	No expiration date stated.

May 26, 2020	<p>Urgency Ordinance No. 20-1409U, Extending the Temporary Moratorium on Evictions</p> <p><u>Pursuant to Section 2:</u></p> <p>Ordinance No. 20-1407U will remain in effect until July 31, 2020. All other provisions of Ordinance No. 20-1407U remain the same.</p>	Eviction Moratorium Period extended to July 31, 2020 .
May 26, 2020	<p>Executive Order No. 2020-05, Implementing a Temporary Permit for Outdoor Dining/Seating and Outdoor Retail Display to Assist in the Reopening of Restaurants, and Food and Retail Establishments.</p> <p><u>Pursuant to Section 2:</u></p> <p style="padding-left: 40px;">A. Established a temporary permit program for outdoor dining/seating.</p> <p style="padding-left: 40px;">B. Established a temporary permit program to permit City businesses to display merchandise on the street.</p> <p style="padding-left: 40px;">C. Provisions of HBMC §§ 17.26.050(B), (C), and 17.44.030 regarding off-street parking requirements for commercial and business uses are temporarily suspended to allow for the implementation of the above.</p> <p><i>*This Order was confirmed at the June 9th meeting.</i></p>	Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.
June 9, 2020	<p>Urgency Ordinance No. 1410U, Implementing a Temporary Permit for Outdoor Dining/Seating and Outdoor Retail Display to Assist in the Reopening of Restaurants, Food, and Retail:</p> <p>Section 2 reiterates subsection (A) and (C) in Executive Order No. 2020-05 above, and suspends these additional HBMC §§ 17.38.550(B), 12.16.090 and 12.16.100.</p>	No expiration date stated.
June 15, 2020	<p>City Manager/Director of Emergency Services Order No. 2020-06</p> <p><u>Pursuant to Section 2</u>. The following emergency order shall supersede Section 2, paragraphs 1 and 2 (only as applied to the beach) of Executive Order No. 2020-03:</p> <p style="padding-left: 40px;">The beach will be open from 6:00 a.m. to 12:00 a.m. subject to the following:</p> <p style="padding-left: 80px;">a. The following activities are allowed:</p>	Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of

	<ul style="list-style-type: none"> i. Individual or household ocean activities such as surfing, swimming, kayaking, paddle boarding, and body surfing. ii. Individual or household active recreation and exercise such as walking and running. iii. Sitting, lying, picnicking or otherwise congregating or engaging in stationary activities (such as yoga, calisthenics, or meditation on the sand individually or with members of the same household. iv. Use of chairs, canopies or coolers. <p>b. The following activities are prohibited:</p> <ul style="list-style-type: none"> v. Group or organized sports such as volleyball. vi. Gatherings or events. <p>c. All beachgoers must follow the following safety requirements:</p> <ul style="list-style-type: none"> i. Maintain more than 6 feet physical distance from others at all times (except between members of same household) ii. Wear face coverings, when out of the water and in contact with others who do not belong to the same household (except for children under age 2 and children with breathing problems). <p><u>Pursuant to Section 3.</u> The following emergency order shall supersede Section 2, paragraph 3 of Executive Order No. 2020-03:</p> <p>The City Pier will re-open on June 15, 2020 for normal operational hours of 6:00 AM to 10:00 PM. Pier users must maintain physical distance, avoid gatherings and wear a face covering when physical distance cannot be maintained.</p> <p><u>Pursuant to Section 4.</u> The following emergency order shall supersede Section 2, paragraph 5 of Executive Order No. 2020-03 and Section 3, paragraph A of Executive Order No. 2020-04:</p> <p>A. Lower risk retail businesses may open for business in accordance with Appendix B of the June 11 Revised Order.</p> <p>B. Non-retail lower risk manufacturing and logistics sector business that supply low-risk retail business may open for business in accordance with Appendix C of the June 11 Revised Order.</p>	<p>the City Council expressly superseding this Order.</p>
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June 24, 2020	City Manager/Director of Emergency Services Executive Order No. 2020-07	Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director

	<p><u>Pursuant to Section 2.</u> The following emergency order shall supersede Section 3, paragraph A of Executive Order No. 2020-04:</p> <p>Bars, wineries and brewery tasting rooms may open for business in accordance with Appendix S of the County Health Officer's June 18, 2020 Revised Order.</p>	<p>of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
June 29, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-08.</p> <p><u>Pursuant to Section 2:</u></p> <p>Bars, wineries, breweries and wine tasting rooms are closed in accordance with paragraph 7, subsections (b) and (c) of the Revised Order (Revised Order refers to LA County Health June 29, 2020 Health Order)</p> <p><u>Pursuant to Section 3:</u></p> <p>Restaurants and food facilities must abide by paragraph 18, subsection (l) of the County Health Officer's Revised Order and Appendix I, to establish a "reservation only" system to notify patrons of seating availability and to allow for the collection of contact information to be utilized for contact-tracing if needed.</p> <p><i>*This Order was confirmed at the July 1st meeting.</i></p>	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
July 1, 2020	<p>Resolution No. 20-7249, Temporarily Suspending for the Duration of the Fourth of July Holiday Weekend Specified City Manager Orders and City Council Resolutions</p> <p>Pursuant to Section 2:</p> <p>A. Notwithstanding Section 2(4) of Executive Order No. 2020-03, the following City parking facilities are closed from 12:01 a.m. July 3, 2020 through 5:00 a.m. on the morning of July 6, 2020:</p> <ul style="list-style-type: none"> a. Parking Lot A; and b. Parking Lot B spaces will be reassigned for use by monthly permit holders only. <p>B. Notwithstanding Executive Order No. 2020-05 and any ordinance or permit entitlement to the contrary, all dine-in restaurants in the City shall close for</p>	<p>These are temporary measures and shall expire on the BOLD dates to the left.</p>

	<p>business at 11:00 p.m. each evening until 5:00 a.m. the following morning from July 3, 2020 to and including July 5, 2020.</p> <p>C. Notwithstanding any ordinance or permit entitlement to the contrary, all off-sale alcohol establishments, including but not limited to liquor stores and grocery stores, shall cease all sales of alcoholic beverages at 11:00 p.m. each evening until 6:00 a.m. the following morning from July 3, 2020 to and including July 5, 2020.</p> <p>D. Lower Pier Plaza is closed from 12:01 a.m. through 5:00 a.m. the same morning from July 4, 2020 to and including July 6, 2020.</p>	
July 17, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-09, Implementing Emergency Measures to Temporarily Permit Gyms, Fitness Facilities, Hair Salons and Barbershops to Operate Outdoors During the COVID-19 Crisis.</p> <p><u>Pursuant to Section 2:</u></p> <ul style="list-style-type: none"> Hermosa Beach Municipal Code sections 17.26.050(B), 17.44.030 and 17.38.550 are temporarily suspending during the term of City State and LA County COVID-19 emergency orders to temporarily permit gyms, fitness facilities, hair salons and barbershops to operate outdoors. <p><i>*This Order was confirmed at the July 28th meeting.</i></p>	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
July 28, 2020	<p>Urgency Ordinance No. 20-1415U, Temporarily Suspending Local Zoning to Permit Specified Businesses to Operate Outdoors, Permit Certain Home occupations to Operate without a Commercial Business Location and Require Members of the Public to wear a Face Covering.</p> <p><u>Pursuant to Section 2.</u> Hermosa Beach Municipal Code Sections 17.26.050 (B), 17.44.030, 17.38.550(B) and 17.08.020(D)(14) regarding uses permitted within commercial zones, off-street parking requirements for commercial and business uses within commercial zones, and home occupation permits are temporarily suspended to allow for the implementation of items A and B below on a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p> <p>A. Gyms, fitness centers, hair salons, barbershops and personal care establishments (to the extent permitted by the State Board of Barbering and Cosmetology) may operate outdoors to assist in their economic recovery in accordance with the “Outdoor Commercial Uses Operational Standards” attached hereto as Exhibit A and incorporated herein by reference.</p>	<p>The measures adopted in Section 2, are temporary and shall continue during the term of the City, State and Los Angeles County COVID-19 emergency orders</p> <p>No specific expiration date set for Section 3.</p> <p>No specific expiration date set for Section 4.</p>

	<p>B. Consistent with the Los Angeles County Health Officer Reopening Protocol for Personal Care Establishment in Appendix R, “personal care services” shall include: nail salons, tanning salons, esthetician, skin care, cosmetology services and massage therapy (in a non-healthcare setting). Electrology, tattooing, microblading, permanent make-up and piercing may not operate outdoors because they are invasive procedures that require a controlled hygienic environment to be performed safely. Mobile or in-home personal care services are not allowed.</p> <p>C. Professional offices, including but not limited to the healing arts, law, accounting, real estate, clergy, insurance and similar professional or semiprofessional offices may render their services from their residence with a home occupation permit regardless if they comply with Municipal Code section 17.08.020(D)(14), to allow them to continue to operate and pursue their livelihoods while complying with California and Los Angeles County Health orders in response to COVID-19.</p> <p><u>Pursuant to Section 3.</u> The following emergency measures are adopted:</p> <p>A. All persons shall wear a face covering over both the nose and mouth whenever they are present in the following locations within the City:</p> <ul style="list-style-type: none"> a. The Beach. b. Downtown Hermosa Beach, defined as (i) the area bounded by the southerly edge of the 10th Street right-of-way on the south, the northerly edge of the 14th Street right-of-way on the north, the easterly edge of the Strand on the west and the easterly edge of the Hermosa Avenue right-of-way on the east, and (ii) Upper Pier Avenue (inclusive of sidewalks) from Hermosa Avenue to Valley Drive. c. The Greenbelt. d. All City parks. e. Pier Plaza. f. The Strand. <p>B. All persons shall wear a face covering over both the nose and mouth whenever they leave their place of residence and are or can be in contact with or walking near or past others who are non-household members in both public and private places whether indoors or outdoors, in all locations in the City other than those locations described in and subject to the proscription set forth in paragraph A of this Section 3.</p> <p>C. Paragraphs A and B of this Section 3 shall not apply to:</p> <ul style="list-style-type: none"> a. Persons younger than two years old; 	
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	<p>b. Persons who have been instructed by a medical provider not to wear a face covering due to a medical condition, mental health condition, or disability that prevents wearing a face covering;</p> <p>c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication;</p> <p>d. Persons who are swimming or engaged in other water-based activities; and</p> <p>e. Healthcare workers, first responders, and others whose work requires close contact with people who are ill.</p> <p>D. For purposes of this Ordinance, “face covering” shall mean: fabric coverings, such as cloth masks, scarves, bandanas, tightly woven fabric such as cotton t-shirt, and some types of towels that cover the nose and mouth. Medical-grade masks and N-95 respirators are not required.</p> <p>E. Persons who are seated at a restaurant or other establishment that offers food or beverage service shall wear a cloth face covering over both the nose and mouth unless they are eating or drinking.</p> <p>F. With respect to persons on the beach, this Ordinance supersedes Section 2(c)(ii) of City Manager Executive Order No. 2020-06.</p> <p>G. The provisions of this Section 3 shall be enforced by way of issuance of administrative citations pursuant to HBMC Chapter 1.10.</p> <p><u>Pursuant to Section 4.</u> In addition to enforcement remedies available to the City as provided in the Hermosa Beach Municipal Code, emergency executive orders issued by the City Manager/Director of Emergency Services and confirmed by City Council, and emergency ordinances, orders and resolutions adopted by the City Council shall be enforceable by way of:</p> <p>A. Imposing an administrative citation pursuant to HBMC Chapter 1.10.</p> <p>B. Prosecuting a misdemeanor, punishable by a fine of not to exceed one thousand (\$1,000) dollars or by imprisonment for not to exceed six months, or both.</p>	
July 28, 2020.	<p>Urgency Ordinance No. 2020-1414U, Extending the Temporary Moratorium on Evictions During the COVID-19 Pandemic</p> <p><u>Pursuant to Section 2.</u></p>	<p>Moratorium period for both commercial and residential tenants is March 16 through September 30, 2020</p>

	<p>A. During the moratorium period declared in response to COVID-19, no landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19. The moratorium period is March 16, 2020 through September 30, 2020.</p> <p>B. Nothing in this ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the moratorium period and the tenant must repay within six months of the expiration of the moratorium period. A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this ordinance through the eviction process. A landlord shall not commence an eviction during the six months after the end of the moratorium period so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period. Nonpayment of rent in accordance with the terms of this ordinance shall not be grounds for eviction of a tenant even after expiration of the moratorium period.</p> <p><u>Pursuant to Section 3.</u></p> <p>A. During the moratorium period declared in response to COVID-19, no <u>commercial</u> landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant's businesses is subject to the Orders referenced in Section 1 of this Ordinance or is otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19 and the tenant demonstrates lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19. The moratorium period is March 16, 2020 through September 30, 2020.</p> <p>B. Nothing in this ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after the expiration of the moratorium period and the tenant must pay within six months of the expiration of the moratorium period. A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this ordinance, through the eviction process during or after the moratorium period. A landlord shall not commence an eviction during the six months after the end of the moratorium period for non-payment of rent, so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period. Nonpayment of rent in accordance with the terms of this ordinance shall not be grounds for eviction of a tenant even after expiration of the moratorium period.</p> <p><u>Pursuant to Section 4.</u></p>	
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	<p>A. For mortgagors that are not eligible for financial relief under Governor Newsom's Financial Relief Package, no foreclosure action against a property owner shall be initiated or proceed during the moratorium period in the City for any mortgagor with a demonstrated financial impact related to COVID-19. Nothing in this ordinance shall relieve the mortgagor of liability for any unpaid mortgage payments, which the mortgagee may seek after expiration of the moratorium period and the mortgagor must pay within six months of the expiration of the moratorium period unless a different time is agreed to between the parties. A mortgagee may not charge or collect a late fee or penalty for payments that are delayed for the reasons stated in this ordinance. The moratorium period is March 16, 2020 through September 30, 2020.</p>	
August 13, 2020	<p>City Manager\Director of Emergency Services Executive Order No. 2020-10, Implementing Emergency Measures to Temporarily Permit Places of Worship to Operate outdoor During the COVID-19 Pandemic.</p> <p><u>Pursuant to section 2.</u> The provisions of Hermosa Beach Municipal Code Sections 17.26.050 (B), 17.44.030, 17.38.550(B) and 17.40.020 regarding uses permitted within commercial zones, off-street parking requirements and uses for which a conditional use permit is required are hereby temporarily suspended, to the extent they conflict with this Order, to allow for the implementation of item A below on a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p> <p>A. Places of worship and providers of religious services and cultural ceremonies (referred to collectively as "Places of Worship"), may operate outdoors in accordance with Appendix F of the County's July 18th Order, as that protocol may be updated from time to time by the County Health Officer.</p> <p><i>*This Order was confirmed at the Aug. 25th meeting.</i></p>	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
August 25, 2020	<p>Urgency Ordinance No. 1416U, to Temporarily Permit Places of Worship to Operate Outdoors During the COVID-19 Pandemic.</p> <p><u>Pursuant to section 2.</u> The provisions of Hermosa Beach Municipal Code Sections 17.26.050 (B), 17.44.030, 17.38.550(B) and 17.40.020 regarding uses permitted within commercial zones, off-street parking requirements and uses for which a conditional use permit is required are hereby temporarily suspended, to the extent they conflict with this Ordinance, to allow for the implementation of item A below on a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p>	<p>On a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p>

	<p>A. Places of worship and providers of religious services and cultural ceremonies (referred to collectively as “Places of Worship”), may operate outdoors in accordance with Appendix F of the County’s Health Officer Order, as that protocol may be updated from time to time by the County Health Officer.</p>	
August 25, 2020	<p>City Manager Executive Order No. 2020-11, Implementing Temporary Lane Closures on Hermosa Ave. to Facilitate Outdoor Recreation and Economic Recovery in Accordance with Health officer Orders for Control of COVID-19.</p> <p>1. Beginning August 20, 2020, the City in consultation with the City’s traffic consultant, may temporarily close to vehicular traffic the northbound and southbound # 2 travel lanes (closest to the curb) on Hermosa Avenue from the 800 block at 8th Street to the 1300 block at 14th street. Lane closures will continue for 6 months following the complete implementation of the traffic control measures approved by the City Council on Aug. 11, unless the closures are extended for a longer period or sooner terminated by the City Council or Director of Emergency Services.</p> <p>2. Beginning Aug. 20, 2020, the City in consultation with the City’s traffic consultant, may temporarily close to vehicular traffic the right turn lanes from westbound Greenwich Village to northbound Hermosa Ave. and the part of Hermosa Ave. immediately adjacent to 2626 Hermosa Ave. The lanes may remain closed until Jan 13, 2021, unless the closures are extended for a longer period or sooner terminated by the City Council.</p> <p>3. The City shall post signs giving notice of these temporary measures.</p> <p>4. Use of the closed lanes or parking spaces for any commercial purpose requires a Temporary Permit for Outdoor Dining/Seating and Outdoor Retail Display, as set out in the recitals of this Order.</p> <p><i>*This Order was confirmed at the Aug. 25th meeting</i></p>	<p>The duration of each measure is specified in BOLD to the left.</p>
September 10, 2020	<p>City Manager Executive Order No. 2020-12, Implementing Emergency Measures to Temporarily Defer Payment of City Business Taxes During the COVID-19 Pandemic</p> <p><u>Pursuant to Section 2:</u> Hermosa Beach Municipal Code Sections 5.04.190, 5.04.200 and 5.04.240 regarding City business taxes are hereby temporarily suspended to the extent they conflict with this Order, to allow for implementation of the following:</p> <p>A. The business tax due and payable on and after March 31, 2020 shall be deferred and interest and penalties waived for any business that ceased all business operations between March 16 and 31, 2020, has been entirely closed and remains closed as of the date of this Order due to the</p>	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of</p>

	<p>COVID-19 pandemic.</p> <p>B. Business taxes deferred pursuant to paragraph A above are deferred until the business resumes operation, at which time the tax due will be prorated until the business' next tax payment anniversary date.</p> <p>C. In order to be eligible for the deferral provided for in paragraph A above, the business owner must sign a statement under penalty of perjury that provides dates of closure supported by documentation of the closure satisfactory to the City. If the foregoing statement is found to be untrue, the past due business tax, including penalties and interest, shall become payable immediately.</p> <p>D. A business that is eligible for the deferral provided for in paragraph A and that paid a business tax on or after March 31, 2020 is entitled to and may apply to the City for a refund of the tax.</p> <p><i>* This order was confirmed at the Sep. 22nd meeting</i></p>	<p>the City Council expressly superseding this Order.</p>
<p>September 22, 2020</p>	<p>Urgency Ordinance No. 20-1417U, Clarifying the Temporary Moratorium on Evictions During the COVID-19 Pandemic</p> <p><u>Pursuant to Section 2.</u></p> <p>A. During the moratorium period declared in response to COVID-19, no <u>commercial</u> landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant's businesses is subject to the Orders referenced in Section 1 of this ordinance or is otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19 and the tenant demonstrates lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19. For purposes of this Section 2, the moratorium period is March 16, 2020 through January 31, 2021.</p> <p>B. A landlord knows of a tenant's lost income and inability to pay rent within the meaning of this Section 2 if the tenant, within 30 days after the date rent is due, notifies the landlord in writing of the lost income and inability to pay rent due to a limitation or closure of the tenant's business related to COVID-19, and provides appropriate supporting documentation within 30 days of providing the notice. If a tenant suffers only a partial loss of net income, the tenant shall pay the pro-rated share of their rent that corresponds to the net income they generated during the period of loss.</p> <p>C. Nothing in this Section 2 shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the moratorium period, and which tenant must pay within six months of the expiration of the moratorium period (i.e. no later than July 31, 2021). A landlord may not</p>	<p>For <u>commercial</u> tenants, the eviction moratorium period for commercial tenants is March 16, 2020 through January 31, 2021.</p> <p>For <u>residential</u> tenants, the "repayment period" for deferred rent that came or will come due between March 1, 2020 through January 31, 2021 inclusive, is October 1, 2020 through March 31, 2021.</p>

	<p>charge or collect a late fee or interest for rent that is delayed for the reasons stated in this Section 2; nor may a landlord seek rent that is delayed for the reasons stated in this Section 2, through the eviction process during or after the moratorium period. A landlord shall not commence an eviction during the six months after the end of the moratorium period for non-payment of rent, so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period</p> <p><u>Pursuant to Section 3.</u></p> <p>A. With respect to <u>residential</u> evictions for non-payment of rent due to financial impacts from COVID-19, the following applies:</p> <p>1. The “repayment period” for deferred rent that came or will come due between March 1, 2020 through January 31, 2021 (defined under the Act as “COVID-19 rental debt”), inclusive, is October 1, 2020 through March 31, 2021.</p> <p>2. For the period of time of March 16, 2020 through September 30, 2020 (the “moratorium period”), no residential landlord shall endeavor to evict a tenant for nonpayment of rent, if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19, subject to subparagraphs (a) and (b) of Section 3(A)(2) of this Ordinance. A landlord shall not commence an eviction during the six months after the end of the moratorium period, so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period. A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this Paragraph 2.</p>	
<u>October 27, 2020</u>	<p>Resolution No. 20-7262, Implementing Emergency Measures to Prevent Customers Queuing for Outdoor Dining at Sit-Down Restaurants</p> <p><u>Pursuant to Section 2.</u></p> <p>A. No dine-in restaurant shall permit the congregating or lining up of customers in any public right-of-way. The congregating or lining up of customers outside a dine-in restaurant, in any manner, on sidewalks or other public rights of way is prohibited.</p> <p>B. Unless no table is available, a dine-in restaurant must immediately seat customers in its outdoor dining area if the customer is dining on-site. In the event no table is available, the restaurant staff shall ask the customer to wait in a vehicle or at a location away from the restaurant premises.</p>	Shall remain in effect until repealed or superseded.

	<p>C. Dine-in restaurants shall implement a phone reservation or call-back system that notifies customers via text, phone call, or other method once a table has become available. No customer shall be permitted in the dining area until the customer has been notified by the restaurant that he or she can be seated.</p> <p>D. Restaurant staff shall be responsible for instructing dine-in customers not to form lines or congregate in abutting public areas while waiting to be seated.</p>	
November 24, 2020	<p>Urgency Ordinance No. 20-1420U, Temporary Moratorium on Commercial Evictions During the COVID-19 Pandemic</p> <p><u>Pursuant to Section 2:</u> Section 2 of Ordinance No. 20-1417U (The Temporary Moratorium on Evictions for Non-Payment of Rent by Commercial Tenants Impacted by the COVID-19 Crisis) is amended by renumbering Subsection “E” as Subsection “F” and adding a new Subsection E to read as follows. Subsection A, B, C and D of Section 2 remain unchanged.</p> <p>E. During the moratorium period declared in response to COVID-19, no commercial landlord shall terminate a tenancy to demolish or substantially remodel the commercial real property unless and until the landlord secures all permits necessary to perform the work. For purposes of this Subsection, “substantially remodel” means to make a modification of the property that requires a permit from the City. This ordinance shall apply to tenancy termination notices, notices to quit and other eviction notices, and the unlawful detainer actions based on such notices, served or filed on or before the effective date of this ordinance; but, where the time to vacate the property has not passed.</p> <p>F. No other legal remedies available to a commercial landlord are affected by this ordinance.</p>	The eviction moratorium period for <u>commercial tenants</u> is March 16, 2020 through January 31, 2021.
December 8, 2020	<p>Urgency Ordinance No. 20-1422U, Amending the Temporary Moratorium on Residential Evictions During the COVID-19 Pandemic</p> <p><u>Pursuant to 2:</u> Section 3 of Ordinance No. 20-1417U (The Temporary Moratorium on Evictions for Non-Payment of Rent by Residential Tenants Impacted by the COVID-19 Crisis) is amended by adding Paragraph 7 to Subsection A to read as follows. All other provisions of Subsection A remain unchanged.</p> <p>7. Starting on the effective date of this ordinance through January 31, 2021, no residential landlord shall terminate a tenancy to demolish or substantially remodel the residential real property unless and until the landlord secures all permits necessary to perform the work. For purposes of this Section, “substantially remodel” means to make a modification of the property that requires a permit from the City. This ordinance shall apply to tenancy termination notices, notices to quit and other eviction notices, and the unlawful</p>	The “repayment period” for deferred rent that came or will come due for <u>residential tenants</u> between March 1, 2020 through January 31, 2021 inclusive, is October 1, 2020 through March 31, 2021.

	<p>detainer actions based on such notices, served or filed on or before the effective date of this ordinance; but, where the time to vacate the property has not passed.</p> <p>(a) To the extent applicable, landlords must provide relocation assistance and satisfy other requirements in accordance with the Tenant Protection Act of 2019 (Cal. Civil Code § 1496.2) for a no-fault just cause eviction.</p> <p>(b) No other legal remedies available to landlords are affected by this Paragraph 7.</p>	
January 26, 2021	<p>Urgency Ordinance No. 21-1425U, Clarifying and Extending the Temporary Commercial and Residential Moratorium on Evictions During the COVID-19 Pandemic</p> <p><u>Pursuant to Section 2:</u> The Temporary Moratorium on Evictions for Non-Payment of Rent by Commercial Tenants Impacted by the COVID-19 Crisis, as most recently amended in Urgency Ordinance No. 20-142OU was amended to make the following changes:</p> <p>A. During the moratorium period, no commercial landlord shall evict a tenant for nonpayment of rent provided the tenant demonstrates that (1) the tenant’s businesses is subject to the Orders referenced in Section 1 of this Ordinance or is otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19, and (2) the tenant demonstrates lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19. The moratorium period is March 16, 2020 through March 31, 2021.</p> <p>D. Nothing in this Section 2 shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the moratorium period, and which tenant must pay within six months of the expiration of the moratorium period (i.e. no later than September 31, 2021). A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this Section 2; nor may a landlord seek rent that is delayed for the reasons stated in this Section 2, through the eviction process during or after the moratorium period. A landlord shall not commence an eviction during the six months after the end of the moratorium period for non-payment of rent, so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period.</p> <p>E. During the moratorium period, no commercial landlord shall terminate a tenancy to demolish or substantially remodel the commercial real property unless and until the landlord secures all permits necessary to perform the work.</p>	<p>The moratorium period for <u>commercial tenants</u> is March 16, 2020 through March 31, 2021.</p> <p>The “repayment period” for deferred rent that came or will come due for <u>residential tenants</u> between March 1, 2020 through January 31, 2021, or any later date as may be determined by applicable state law (defined under the Act as “COVID-19 rental debt”), inclusive, is October 1, 2020 through March 31, 2021.</p>

	<p>Pursuant to <u>Section 3</u>, The Temporary Moratorium on Evictions for Non-Payment of Rent by Residential Tenants Impacted by the COVID-19 Crisis, as most recently amended in Urgency Ordinance No. 20-1422U, was clarified to comport with state law restated to include the following (See link to ordinance for all amendments made):</p> <p>A. With respect to residential evictions for non-payment of rent due to financial impacts from COVID-19, the following applies:</p> <ol style="list-style-type: none"> 1. The “repayment period” for deferred rent that came or will come due between March 1, 2020 through January 31, 2021, or any later date as may be determined by applicable state law (defined under the Act as “COVID-19 rental debt”), inclusive, is October 1, 2020 through March 31, 2021. 2. For the period of time of March 16, 2020 through September 30, 2020 (the “local moratorium period”), no residential landlord shall endeavor to evict a tenant for nonpayment of rent, if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19, subject to subparagraphs (a) and (b) of Section 3 of this Ordinance. 3. For the period of time of October 1, 2020 through January 31, 2021, or any later date as may be determined by applicable state law, tenants shall follow the preconditions for eviction protection under the Act to receive eviction protection, which include providing a declaration of hardship to their landlord within 15 days of receipt of an eviction notice and payment of partial rent (25% of all rent that came due from October 1, 2020 through January 31, 2021, or any later date as may be determined by applicable state law). Tenants shall repay the remaining rent due by the end of the repayment period. 4. Tenants may draw down on a security deposit at any time to pay back rent and such security deposit shall be replenished by the end of the repayment period on March 31, 2021 upon mutual agreement of the parties 5. For the period of December 8, 2020 through March 31, 2021, no residential landlord shall terminate a tenancy to demolish or substantially remodel the residential real property unless and until the landlord secures all permits necessary to perform the work. 	
February 9, 2021	Urgency Ordinance No. 21-1426U, Extending Portions of and Clarifying the Temporary Moratorium on Residential Evictions to Comport with Recent Changes in State Law	For <u>residential tenants</u> , the repayment period for deferred rent that came or will come due between March 1,

	<p>Pursuant to Section 2. The Temporary Moratorium on Evictions for Non-Payment of Rent by Residential Tenants Impacted by the COVID-19 Crisis, as most recently amended in Urgency Ordinance No. 21-1425U is clarified as needed to comport with state law, to include the following (See link to ordinance for all amendments made):</p> <p>A. With respect to residential evictions for non-payment of rent due to financial impacts from COVID-19, the following applies:</p> <ol style="list-style-type: none"> 1. The “repayment period” for deferred rent that came or will come due between March 1, 2020 through September 30, 2020, inclusive, is October 1, 2020 through March 31, 2021. 2. For the period of time of March 16, 2020 through September 30, 2020 (the “local moratorium period”), no residential landlord shall endeavor to evict a tenant for nonpayment of rent, if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19, subject to subparagraphs (a) and (b) below. The protections in Paragraph 2 pre-dated AB 3088 and SB 91. State law may provide additional protections against eviction for nonpayment of rent due to financial impacts related to COVID-19 during this local moratorium period. 3. For the period of time of October 1, 2020 through June 30, 2021, tenants shall follow the preconditions for eviction protection under the Act to receive eviction protection, which include providing a declaration of hardship to their landlords within 15 days of receipt of an eviction notice and payment of partial rent (25% of all rent that came due from October 1, 2020 through June 30, 2021). Tenants shall repay the remaining rent due by the end of the repayment period unless earlier forgiven by landlords through the State Rental Assistance Program created by the Act. 4. For the period of December 8, 2020 through June 30, 2021, no residential landlord shall terminate a tenancy to demolish or substantially remodel the residential real property unless and until the landlord secures all permits necessary to perform the work 	<p>2020 through September 30, 2020, inclusive, is October 1, 2020 through March 31, 2021 .</p> <p>For <u>residential tenants</u>, for the period of time of March 16, 2020 through September 30, 2020 (the “local moratorium period”), no residential landlord shall endeavor to evict a tenant for nonpayment of rent, if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19.</p> <p>For <u>residential tenants</u>, for the period of time of October 1, 2020 through June 30, 2021, tenants shall follow the preconditions for eviction protection under the Act to receive eviction protection</p>
<p>March 23, 2021</p>	<p>Urgency Ordinance No. 1428U, Extending the Temporary Moratorium on Commercial Evictions During the COVID-19 Pandemic, Extending Commercial Tenant Protections from Premature Eviction Based on Landlord Intent to Demolish or Substantially Remodel</p>	<p>For <u>commercial tenants</u>, the moratorium period is March 16, 2020 through June 30, 2021</p>

	<p><u>Pursuant to Section 2.</u> The Temporary Moratorium on Evictions for Non-Payment of Rent by Commercial Tenants Impacted by the COVID-19 Crisis, as most recently amended in Urgency Ordinance No. 21-1425U, is amended to include the following (See link to ordinance for all amendments made):</p> <p>A. During the moratorium period, no commercial landlord shall evict a tenant for nonpayment of rent provided the tenant demonstrates that (1) the tenant’s businesses is subject to the Orders referenced in Section 1 of this Ordinance or is otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19, and (2) the tenant demonstrates lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19. For purposes of Section 2 of this Ordinance, the moratorium period is March 16, 2020 through June 30, 2021.</p> <p>B. Nothing in Section 2 of this Ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the moratorium period, and which tenant must pay within six months of the expiration of the moratorium period (i.e. no later than December 31, 2021). A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this Section 2; nor may a landlord seek rent that is delayed for the reasons stated in Section 2, through the eviction process during or after the moratorium period. A landlord shall not commence an eviction during the six months after the end of the moratorium period for non-payment of rent, so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period.</p> <p>C. During the moratorium period, no commercial landlord shall terminate a tenancy to demolish or substantially remodel the commercial real property unless and until the landlord secures all permits necessary to perform the work.</p>	
April 27, 2021	<p>Urgency Ordinance No. ___, Temporarily allowing Limited Music at Commercial Establishments during the COVID-19 Crisis</p> <p><u>Pursuant to Section 2:</u></p> <p>A. The following provisions of the Hermosa Beach Municipal Code are temporarily suspended a they apply to music played both indoors and outdoors at commercial establishments on the establishment’s own property or permitted encroachment areas: Sections 8.24.040 (A), (J), 8.24.045 and 8.24.060.</p>	<p>See Section 2(D) to the left reiterated here: This ordinance and any action by the City Manager or designee pursuant to this ordinance shall be in effect until the earlier of: (i) termination of the City’s COVID-19 local emergency or (ii) until terminated or superseded by action of the City Council.</p>

	<p>B. Music shall only be permitted during the hours of 9:00 AM through 9:00 PM and shall be limited to a noise level that is needed solely for the establishment's customers.</p> <p>C. The City Manager, or designee, is authorized to waive any applicable Conditional Use Permit restrictions inconsistent with this ordinance and is authorized to promulgate any regulations or waive enforcement of any applicable authority to implement this ordinance.</p> <p>D. This ordinance and any action by the City Manager or designee pursuant to this ordinance shall be in effect until the earlier of: (i) termination of the City's COVID-19 local emergency or (ii) until terminated or superseded by action of the City Council.</p> <p>E. Any activity permitted under this ordinance is temporary and does not create a vested right.</p>	
April 30, 2021	<p>Executive Order No. 2021-13, Implementing Emergency Measures to Terminate and Supersede Regulations Requiring Members of the Public to Wear Face Coverings to Align with the Regulations Issued by the Los Angeles County Public Health Department</p> <p><u>Pursuant to Section 2:</u> Pursuant to the authority granted to the City Manager under Section 2.56.060 of the Hermosa Beach Municipal Code (HBMC), the following emergency orders are effective as of the date set forth below:</p> <p>A. The face covering requirements of the Los Angeles County Public Health Order, dated April 29, 2021 and effective April 30, 2021 ("County Health Order") shall apply to the City and supersede any conflicting provisions relating to face coverings in Urgency Ordinance No. 20-1415U, Executive Order No. 2020-03, and Executive Order No. 2020-06.</p> <p>B. Any subsequent amendments to the face covering requirements set forth in the County Health Order shall apply in the City as of their respective effective dates.</p> <p><u>Pursuant to Section 3:</u> In addition to enforcement remedies available to the City as provided in the Hermosa Beach Municipal Code, Section 2 shall be enforceable by way of imposing an administrative citation pursuant to HBMC Chapter 1.10 upon the date that the City Council confirms this Order.</p>	<p>This Order shall become effective immediately and shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>

May 7, 2021	<p>Executive Order No. 2021-14, To Reopen City Facilities to Members of the Public</p> <p>A. Section 2(1) of Executive Order No. 2020-01 with respect to City facilities is hereby rescinded.</p> <p>B. Section 2(3) Executive Order No. 2020-01 is hereby rescinded.</p> <p>C. Commencing May 17, 2021, the following City facilities shall reopen to members of the public by appointment only subject to the occupancy limits and other requirements set forth in “Appendix D: Office Based Protocols” of the Los Angeles County Health Officer’s Order (“County Health Officer Order”), as the County Health Officer Order and Appendix D may be updated from time to time:</p> <p style="padding-left: 40px;">a. City Hall which houses the following City Departments: City Manager, City Clerk, Finance Administration and Cashiers, Community Development, Code Enforcement, Building Inspection, Public Works Administration and the Human Resources Department.</p> <p>D. Commencing on July 1, 2021, the City’s Community Center shall reopen to members of the public by appointment only subject to Appendix D of the County Health Order, as the County Health Officer Order and Appendix D may be updated from time to time.</p>	<p>This Order shall become effective immediately and shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
May 7, 2021	<p>Executive Order No. 2021-15, To Provide Relief to Local Businesses Associated with the Payment of City Business Taxes</p> <p><u>Pursuant to Section 2.</u> Pursuant to authority granted to the City Manager/Director of Emergency Services under Section 2.56.060 of the Hermosa Beach Municipal Code (HBMC), the following emergency orders are issued:</p> <p>A. City Manager Executive Order. No. 2020-12 is hereby rescinded and superseded.</p>	<p>This Order shall become effective immediately and shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>

	<p>B. The provisions of HBMC Sections 5.04.190, 5.04.200 and 5.04.240 regarding City business taxes are hereby temporarily suspended to the extent they conflict with this Order, to allow for the implementation of the following:</p> <ol style="list-style-type: none">1. The business tax due and payable on and after March 31, 2020 shall be deferred and interest and penalties waived for any business that ceased all business operations after March 16, 2020 and has been entirely closed and remains closed as of the date of this Order due to the COVID-19 pandemic.2. A business that paid business tax due on a business license with an expiration date of March 31, 2020 or later, and that ceased all business operations after March 16, 2020 due to the COVID-19 pandemic, and does not re-open, is entitled to and may apply to the City for a pro rata refund of the tax for the period during which the tax was paid and the business was closed.3. A business that paid business tax due on a business license with an expiration date of March 31, 2020, or later, and that ceased all business operations after March 16, 2020 due to the COVID-19 pandemic, and resumes business operations, is entitled to and may apply to the City for a business tax credit that shall be prorated based on the number of months during which the tax was paid and the business was closed as a result of the COVID-19 pandemic.4. In order to be eligible for the refund or business tax credit pursuant to this Order, the business owner must sign a statement under penalty of perjury that provides dates of closure supported by documentation of the closure satisfactory to the City. If the foregoing statement is found to be untrue, the business shall not be entitled to a refund or business tax credit, and any past due business tax including penalties and interest, shall become payable immediately.	
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TEMPORARY OUTDOOR DINING PERMIT LOG & CONTACT LIST

No.	Date Submitted	Business Name	Address	Location of proposed area	Status	Orig. Occupant Load	Public Parking Stalls lost	Total Temporary Sq Ft	Private Parking lost
1	3/12/2021	Agave Azul - Previous TSR - Closed business	1320 Hermosa Ave.	Street Deck to the extended bike lane	Approved by PW & Traffic Consultant	200 (53 Patio)	2		2
2	6/3/2020	American Junkies	68 Pier Ave	Public Property - Plaza	Approved by PW	397 (345 w/ Banquette room & 52 at front patio)			
3	7/8/2020	Amigos Taco	118 Pier Ave.	Public Property - Side walk use	Approved by PW	Under 50			
4	6/9/2020	Baja Sharkeez	52 Pier Ave.	Public Property - Plaza	Approved by PW	239 (41 patio)			
5	7/21/2020	Barnacles	837 Hermosa Ave.	Public Property - Street Deck	Approved - Street Parklet/Deck	132 (51 patio)	4		
6	6/4/2020	Barsha	1141 Aviation Blvd	Private Property - Parking lot	Approved by CD	102 (68 dining, 8 patio & 26 bar)			7
7	9/27/2020	Café Bonaparte	53 Pier Ave.	Public Property - Plaza	Approved by PW	Under 50		130 SQ FT	
8	8/26/2020	California Sushi & Teriyaki	429 Pacific Coast Hwy	Private Property - Parking lot	Approved by CD	Under 50		480 SQ FT	2
9	6/4/2020	Chef Melba's Bistro	1501 Hermosa Ave	Public Property - Side walk use	Approved	Under 50			
10	5/11/2021	Chicken Shack	1030 Aviation Blvd	Private Property	Pending CD approval waiting for incomplete documents	Under 50			
11	6/8/2020	Crafty Minds	1031 Hermosa Ave.	Private Property - Parking lot	Approved by CD	Under 50 (24 patio)			8
12	6/4/2020	Crème De La Crepe	424 Pier Ave.	Public Property - Street Deck merged with Rockefeller	Approved by PW	Under 50	2		
13	7/14/2020	Decadence	1332 Hermosa Ave.	Public Property Partnered/H-Brewing/Pedone's	Approved by PW & Traffic Consultant Parklet/Deck	Remodel, OC (no more than 140)	2		2
14	7/13/2020	Dia De Campo	1238 Hermosa Ave.	Private Property Laurel Taven P-Lot	Approved by CD	138			10
15	8/6/2020	El Tarasco	337 Pier Ave	Public Property - Street deck & side walk use	Approved by PW & Traffic Consultant	78	2	150 SQ FT	
16	7/7/2020	Fritto Misto	316 Pier Ave.	Public Property - Side walk use	Approved by PW	Under 50		565 SQ FT	
17	11/21/2020	Fusion Sushi	1200 Pier Ave.	Private Property	Approved	Under 50		200 SQ FT	3

No.	Date Submitted	Business Name	Address	Location of proposed area	Status	Orig. Occupant Load	Public Parking Stalls lost	Total Temporary Sq Ft	Private Parking lost
18	8/6/2020	Good Stuff	1286 The Strand	Public Property	Approved	59 Interior			
19	7/6/2020	Greenbelt Restaurant	36 Pier Ave.	Public Property	Approved	Under 50 (18 patio)			
20	11/21/2020	HB Stanton	844 Hermosa Ave.	Public Property	Approved	130	3		
21	6/10/2020	Hennessey's Tavern	8 Pier Ave	Public Property	Approved	283 (46 upper patio/82 lower patio)			
22	6/11/2020	Hermosa Brewing Co	1342 Hermosa Ave	Public Property Partnered with Decadence & Pedone's	Approved - Street Parklet/Deck	Under 50	1		1
23	7/20/2020	Hermosa Saloon	211 Pacific Coast Hwy	Private Property - Parking lot	Approved	80	4	1600	
24	7/9/2020	Hook & Plow	425 Pier Ave.	Public Property - Street Deck	Approved	Under 50	3		
25	3/12/2021	Japonica	1314 Hermosa Ave	Public Property Partnered with Agave Azul	Approved	Under 50	1		
26	7/27/2020	LA Playita Café	37 14th Street	Public Property - Street Deck use	Advised to submit application	Under 50	3		
27	3/1/2021	Lighthouse	30 Pier Ave.	Public Property - Plaza	Approved by PW	178 (43 patio)		12 x 30 - 360 Sq Ft - Plaza	
28	6/4/2020	Lucky 7 Coffe	1112 Hermosa Ave.	Public Property - Street Deck	Approved by PW & Traffic Consultant	Under 50	2		
29	9/18/2020	Mama D's	2512 Pacific Coast Hwy - Artesia	Private Property	Appraved by CD	Under 50	2	350 SQ FT	
30	7/14/2020	Mosa - closed	190 Hermosa Ave.	Public Property - Street Deck Partnered with The Spot	Approved - Street Parklet/Deck	92	2	680/220 SQ FT	0
31	8/31/2020	Nail Bay	1114 Hermosa Ave	Partnered with Paisanos	Approved	Under 50	1		
32	6/3/2020	North End Bar & Grill	2626 Hermosa Ave.	Public Property	Pending Traffic Engineer & PW Approval	108	2		
33	6/3/2020	Ocean Diner	959 Aviation Blvd	Private Property	Approved & Paid By KR	Under 50			
34	6/27/2020	Paisanos Pizza	1132 Hermosa Ave.	Partnered with Zanes	Under PW Review	Under 50	3		

No.	Date Submitted	Business Name	Address	Location of proposed area	Status	Orig. Occupant Load	Public Parking Stalls lost	Total Temporary Sq Ft	Private Parking lost
35	6/8/2020	Palmilla's	39 Pier Ave.	Partcial Private & Public Property	Recived application without Payment	96 (21 patio) for 39 Pier Ave. See file for 37 Pier Ave.			
36	7/8/2020	Patrick Molloy's	50 Pier Ave.	Public Property - Plaza	Approved	290 (59 patio)			
37	7/7/2020	Pedone's Pizza	1332 Hermosa Ave.	Public Property - Street Deck Partnered with Hermosa Brewing & Decadence	Approved - Street Parklet/Deck	Under 50	2		2
38	7/14/2020	Playa Hermosa Fish & Oyster	19 Pier Ave.	Public Property - Plaza	Approved	124 (34 patio)		290 SQ FT	
39	6/16/2020	Radici	934 Hermosa Ave	Public Property - Plaza	Approved	160	4	96	
40	10/14/2020	Red Louies Pizza	1040 Hermosa Ave	Public Property	Approved	Under 50	2	320 SQ FT	
41	6/8/2020	Rockefella - Closed	422 Pier Ave.	Partcial Private & Public Property	Approved	110 (31 patio)	4	400 SQ FT	
42	11/13/2020	Rok Sushi	1200 Hermosa Ave.	Street Deck to the extended bike lane	Approved	133	3	280 SQ FT	
43	7/21/2020	Scotty's	1100 The Strand	Private Property - Parking lot	Approved	222	2	250 SQ FT	
44	6/3/2020	Silvios Brazilian BBQ	20 Pier Ave.	Public Property	Approved	93 (44 patio)			
45	6/17/2020	Slaters 50/50 - Closed	11 Pier Ave	Private Property	proved & Paid By	65 within building and 47 outdoor patio			
46	7/20/2020	Sosta Cucina	439 Pier Ave.	Public Property	Approved - front and back OD locations with 9pm curfew	Under 50	3		2
47	7/2/2020	Spumoni Restaurant	1101 Aviation Blvd	Private Property		Under 50		400 SQ FT	4
48	7/25/2020	Steak & Whisky	117 Pier Ave.	Public Property	Under review & Incomplete App	Under 50	3		
49	7/7/2020	The Brews Hall - Previouly Rebel Republic - closed business	73 Pier Ave.	Public Property	Pending	119 (38 patio)			
50	7/23/2020	The Deck	1272 The Strand	Public Property - open space on 13 St	Under PW Review	99 (33 patio)			

No.	Date Submitted	Business Name	Address	Location of proposed area	Status	Orig. Occupant Load	Public Parking Stalls lost	Total Temporary Sq Ft	Private Parking lost
51	7/14/2020	The Hook & Plow	425 Pier Ave.	Public Property - Street Deck	Approved - Street Parklet/Deck	Under 50	3	160 SQ FT	
52	7/20/2020	The Source Café	509 Pier Ave.	Public Property Street Deck	Approved	Under 50	3	280 SQ FT	0
53		The Spot	110 2nd Street			Under 50	1		
54	6/9/2020	Tower 12	53 Pier Ave	Public Property	Need complete application	178 (14 outside/ patio)			
55	6/9/2020	Uncorked	302 Pier Ave	Public Property - Side walk use	Received	Under 50			
56	7/9/2020	Waterman's	22 Pier Ave.	Public Property - Plaza	Approved	194 (35 patio)		240 SQ FT	
57	7/14/2020	Zanes	1150 Hermosa Ave.	Public Property - Street Deck	Approved - Street Parklet/Deck	Under 50	2		

How has the pandemic affected your business?

All businesses:

32% business down and still down
42% down and recovering
6% business down and recovers
2% business went down and is better
19% never changed or never went down

What is your opinion about the outdoor dining decks in Hermosa?

Pier/Hermosa Avenue businesses:

68% keep permanently
19% keep for at least a year
3% indifferent
11% they should expire in July

All businesses:

64% keep permanently
16% keep for at least a year
9% indifferent
10% they should expire in July

Below is a list of topics/issues that some businesses have brought to our attention. Please rank all of the issues that you believe the City should address (rank in order, top 3)

All businesses:

1. Outdoor dining permanent
2. Music in Hermosa
3. Wayfinding/directory (tie)
3. Lighting (tie)

Do you have an opinion about the experimental lane reduction on Pier and Hermosa Avenues?

Pier/Hermosa Avenue businesses:

63% as long as dining decks stay or permanent
31.5% stay permanently
31.5% as long as dining decks stay
20% changed back when experiment expires

17% wait to reserve opinion

All businesses:

50% as long as dining decks stay or permanent

28% stay permanently

22% as long as dining decks stay

17% changed back when experiment expires

19% wait to reserve opinion

14% no opinion

Results of Community Survey Regarding Outdoor Dining, Lane Reconfigurations and More

1. I am a:

ANSWER CHOICES	RESPONSES	
Resident of Hermosa Beach	72.74%	926
Work in Hermosa Beach	9.03%	115
Own/Operate a Business located in Hermosa Beach	6.99%	89
Visitor to Hermosa Beach	11.23%	143
TOTAL		1273

2. How frequently do you travel or visit Downtown Hermosa Beach?

ANSWER CHOICES	RESPONSES	
Daily	37.10%	424
Multiple times each week	43.83%	501
Weekly	12.77%	146
A few times a month	4.72%	54
A few times each year	1.05%	12
I have not had the opportunity to visit Downtown Hermosa Beach within the last year	0.17%	2
Other	0.35%	4
TOTAL		1143

3. How do you most frequently travel to Downtown Hermosa Beach?

ANSWER CHOICES	RESPONSES	
Walk	44.15%	830
Bike, Skateboard, or Scooter	19.79%	372
Drive and park in a public parking space	25.59%	481
Drive and park in a business/private parking space	5.74%	108
Public Transit	0.27%	5
Rideshare	4.10%	77
None of the above	0.05%	1
Other	0.32%	6
TOTAL		1880

4. Which temporary outdoor programs in Hermosa Beach have you had the opportunity to participate in?

ANSWER CHOICES	RESPONSES	
Outdoor dining at a business patio or parking lot	29.92%	985
Outdoor dining on a sidewalk or street dining deck	30.62%	1008
Outdoor retail or personal care	12.18%	401
Outdoor fitness at a business	5.26%	173
Outdoor fitness at a public park or the beach	8.23%	271
Outdoor music at a local business	11.88%	391
None of the above	1.61%	53
Other	0.30%	10
TOTAL		3292

5. There are approximately 125 metered parking spaces on Pier Avenue. With the outdoor dining and 15 minute zone changes affecting approximately 20% of total metered parking on Pier Avenue, have you:

ANSWER CHOICES	RESPONSES	
Found other available parking on the same street	19.73%	429
Found other available parking on a different street or lot	23.05%	501
Used curbside pickup/delivery spots	11.50%	250
Walked or biked more frequently	28.56%	621
Visited another location outside of Hermosa Beach instead	6.62%	144
No change	8.46%	184
None of the above	2.07%	45
TOTAL		2174

6. There are approximately 120 metered parking spaces on Hermosa Avenue. With the outdoor dining and 15 minute zone changes affecting approximately 28% of total metered parking on Hermosa Avenue, have you:

ANSWER CHOICES	RESPONSES	
Found other available parking on the same street	19.74%	418
Found other available parking on a different street or lot	23.75%	503
Used curbside pickup/delivery spots	10.39%	220
Walked or biked more frequently	28.05%	594
Visited another location outside of Hermosa Beach instead	6.61%	140
No change	9.11%	193
None of the above	2.36%	50
TOTAL		2118

7. Outdoor dining on a sidewalk or patio

ANSWER CHOICES	RESPONSES	
Yes - Remain permanently	81.21%	912
Yes - Remain temporarily through summer or end of year	11.67%	131
No - End temporary program and return to previous condition	6.41%	72
No preference or not sure	0.71%	8
TOTAL		1123

8. Outdoor Dining at a dining deck or parking lot/space

ANSWER CHOICES	RESPONSES	
Yes - Remain permanently	71.17%	800
Yes - Remain temporarily through summer or end of year	16.10%	181
No - End temporary program and return to previous condition	11.12%	125
No preference or not sure	1.60%	18
TOTAL		1124

9. Street Changes Downtown on Hermosa Avenue and Pier Avenue to provide expanded space for dining and a bike lane

ANSWER CHOICES	RESPONSES	
Yes - Remain permanently	61.83%	695
Yes - Remain temporarily through summer or end of year	12.37%	139
No - End temporary program and return to previous condition	21.09%	237
No preference or not sure	4.72%	53
TOTAL		1124

10. Outdoor Retail or Personal Care

ANSWER CHOICES	RESPONSES	
Yes - remain permanently	32.89%	370
Yes - remain temporarily through summer or end of year	22.31%	251
No - End temporary program and return to previous condition	23.56%	265
No preference or not sure	21.24%	239
TOTAL		1125

11. Outdoor Fitness on business property/parking lot

ANSWER CHOICES	RESPONSES	
Yes - Remain permanently	35.47%	399
Yes - Remain temporarily through summer or end of year	20.44%	230
No - End temporary program and return to previous condition	20.44%	230
No preference or not sure	23.64%	266
TOTAL		1125

12. Outdoor Fitness at a public park or the beach

ANSWER CHOICES	RESPONSES	
Yes - Remain permanently	57.66%	651
Yes - Remain temporarily through summer or end of year	12.67%	143
No - End temporary program and return to previous condition	10.89%	123
No preference or not sure	18.78%	212
TOTAL		1129

13. Outdoor Music at a local business

ANSWER CHOICES	RESPONSES	
Yes - Remain permanently	73.79%	836
Yes - Remain temporarily through summer or end of year	11.12%	126
No - End temporary program and return to previous condition	6.97%	79
No preference or not sure	8.12%	92
TOTAL		1133

14. Business payment for use of parking spaces

ANSWER CHOICES	RESPONSES	
Yes - More supportive	25.80%	290
Yes - Less supportive	11.21%	126
No - This is currently addressed	7.30%	82
No - This is not a priority	26.96%	303
Not sure or no preference	28.74%	323
TOTAL		1124

15. Business payment for use of public spaces like sidewalks

ANSWER CHOICES	RESPONSES	
Yes - More supportive	22.48%	252
Yes - Less supportive	12.40%	139
No - This is currently addressed	7.67%	86
No - This is not a priority	33.10%	371
Not sure or no preference	24.35%	273
TOTAL		1121

16. Additional design standards or limits on the use of public parking spaces

ANSWER CHOICES	RESPONSES	
Yes - More supportive	24.28%	270
Yes - Less supportive	10.88%	121
No - This is currently addressed	13.67%	152
No - This is not a priority	21.67%	241
Not sure or no preference	29.50%	328
TOTAL		1112

17. Additional sidewalk clearance and ADA accessibility standards

ANSWER CHOICES	RESPONSES	
Yes - More supportive	33.24%	371
Yes - Less supportive	8.42%	94
No - This is currently addressed	16.04%	179
No - This is not a priority	18.37%	205
Not sure or no preference	23.92%	267
TOTAL		1116

18. Additional information about available public parking

ANSWER CHOICES	RESPONSES	
Yes - More supportive	42.72%	478
Yes - Less supportive	8.58%	96
No - This is currently addressed	10.63%	119
No - This is not a priority	19.93%	223
Not sure or no preference	18.14%	203
TOTAL		1119

19. Better street markings to improve pedestrian, bike, and vehicle safety

ANSWER CHOICES	RESPONSES	
Yes - More supportive	52.00%	586
Yes - Less supportive	6.92%	78
No - This is currently addressed	17.48%	197
No - This is not a priority	13.22%	149
Not sure or no preference	10.38%	117
TOTAL		1127

20. Noise standards to address impacts to nearby businesses/residences

ANSWER CHOICES	RESPONSES	
Yes - More supportive	23.70%	268
Yes - Less supportive	7.16%	81
No - This is currently addressed	21.93%	248
No - This is not a priority	30.95%	350
Not sure or no preference	16.27%	184
TOTAL		1131

21. Traffic control or other street design changes to address traffic congestion

ANSWER CHOICES	RESPONSES	
Yes - More supportive	46.62%	524
Yes - Less supportive	10.23%	115
No - This is currently addressed	15.30%	172
No - This is not a priority	14.59%	164
Not sure or no preference	13.26%	149
TOTAL		1124

Revised Memorandum

Date: 6/9/21

To: Douglas Krauss – Environmental Programs Manager, City of Hermosa Beach

From: Seth Contreras, Planner, and Michael Kennedy, Principal – Fehr & Peers

Subject: Summary of Changes in Vehicular, Bicycle, and Pedestrian Volumes Post-Project Installation, Task 3

LB21-0029

Task 3 – Post-Project Data Summary & Before/After Comparison

Key Takeaways

- Based on one day of traffic counts collected in both January and May, there was an overall average increase in Downtown vehicular volumes of 21%. To investigate whether this was associated with COVID related closures and reopenings, Fehr & Peers reviewed cellphone based travel data and credit card sales data in the City of Hermosa Beach, which confirmed an overall increase in vehicle travel and sales data, particularly for restaurants and bars. This suggests that the overall observed increase in traffic volumes is due to reopenings.
- While the cellphone based travel data source indicates an increase in vehicle traffic between January and May, walking and biking activity remained fairly consistent in this period.
- The before/after data collected indicated that the lane reduction pilot may have contributed to a 59% increase in walking and 28% increase in biking, which was not observed for the City overall; and therefore may not be driven primarily by COVID related reopenings.
- The before/after data also indicated that the pilot may have contributed to 5% slower speeds observed on the roadways, which has a safety benefit for pedestrians and cyclists.
- While the before/after counts indicated an overall increase in traffic volumes, likely associated with COVID related reopenings, a disproportionate growth in traffic occurred on 8th Street between Hermosa Avenue and Monterey Boulevard, indicating that the pilot project may have contributed to a shift in traffic at this location.



Overview

This memorandum summarizes observed changes in traffic volumes and bicycle/pedestrian activity along several Downtown streets in Hermosa Beach before and after the pilot project. The pilot project involved a one lane reduction in both directions of travel along Hermosa Avenue (from 8th Street to 14th Street) and Pier Avenue (from Hermosa Avenue to Valley Drive) in Downtown. The counts were taken in January 2021 and May 2021 (on the first Thursday of each month) to capture before and after conditions. While the dates of the counts were during the COVID-19 pandemic, this comparison could help serve as an estimation of how the City's pilot project has affected traffic volumes, including walking and biking, on these streets.

Table 1 below provides a summary of the overall change in daily traffic volumes in Downtown at five selected street segments:

1. 8th Street between Hermosa Avenue and Monterey Boulevard (start of lane reduction)
2. Hermosa Avenue at 11th Street (lane reduction section)
3. Hermosa Avenue at 13th Street (lane reduction section)
4. Pier Avenue between Hermosa Avenue and Monterey Boulevard (lane reduction section)
5. Monterey Boulevard between 11th and Pier Avenue (adjacent to lane reduction section)

Overall, the five Downtown locations saw an average increase of 21% in daily vehicular volumes after the pilot project was installed. The northbound vehicular volumes in Downtown increased twice as much as the southbound volumes, with one southbound location showing a slight decrease in daily volumes after the pilot project. One possible explanation for the observed increase in vehicular volumes, in spite of the lane reduction, is the reopening of businesses in May. Based on Replica consumer spend data (replicahq.com), there was a 75% increase in consumer spending for restaurants and bars in the City in the first quarter of 2021.

Table 1 – Observed Daily Traffic Volumes in Downtown Hermosa Beach Before and After Pilot in 2021

Downtown		Traffic Volumes Before the Pilot			Traffic Volumes After the Pilot			
No.	Street Segment	January 2021 NB/EB	January 2021 SB/WB	January 2021 Total Segment Volumes	May 2021 NB/EB	May 2021 SB/WB	May 2021 Total Segment Volumes	% Change in Total Volumes Before v. After Pilot
1	8 th St between Hermosa Ave & Monterey Blvd	748	790	1,538	1,195	1,280	2,475	61%
2	Hermosa Ave north of 11 th St	3,183	3,086	6,269	4,037	2,869	6,906	10%
3	Hermosa Ave north of 13 th St	2,936	2,689	5,625	3,792	3,103	6,895	23%
4	Pier Ave between Hermosa Ave & Monterey Blvd	2,392	2,213	4,605	2,572	2,918	5,490	19%
5	Monterey Blvd between 11 St & Pier Ave	1,214	1,024	2,238	1,555	1,194	2,749	23%
Total Average % Change								+21%

NB = Northbound, EB = Eastbound, SB = Southbound, WB = Westbound

On average, vehicular volumes increased by 21% between the January, 2021 and May, 2021 traffic counts across the five road segments in Downtown. 8th Street saw a larger increase in vehicular volumes in May. One possible explanation, in addition to reopening of businesses, could be that traffic is rerouting itself in response to the lane reductions on Hermosa Avenue. Monterey Boulevard, which is not part of the pilot, also saw an increase in vehicular volumes in May -but with a percentage increase closer to the percentage increases observed on Hermosa Avenue and Pier Avenue.

When looking closer at the vehicular volumes in Table 1 for Hermosa Avenue in May, 2021, the total segment volumes after the pilot installation are roughly one-half the volumes observed in 2014 (pre-COVID, and without lane reductions) as part of the City's General Plan data collection. **Figures 1-2** show the daily segment traffic volumes before and after the pilot for road segments in Downtown.

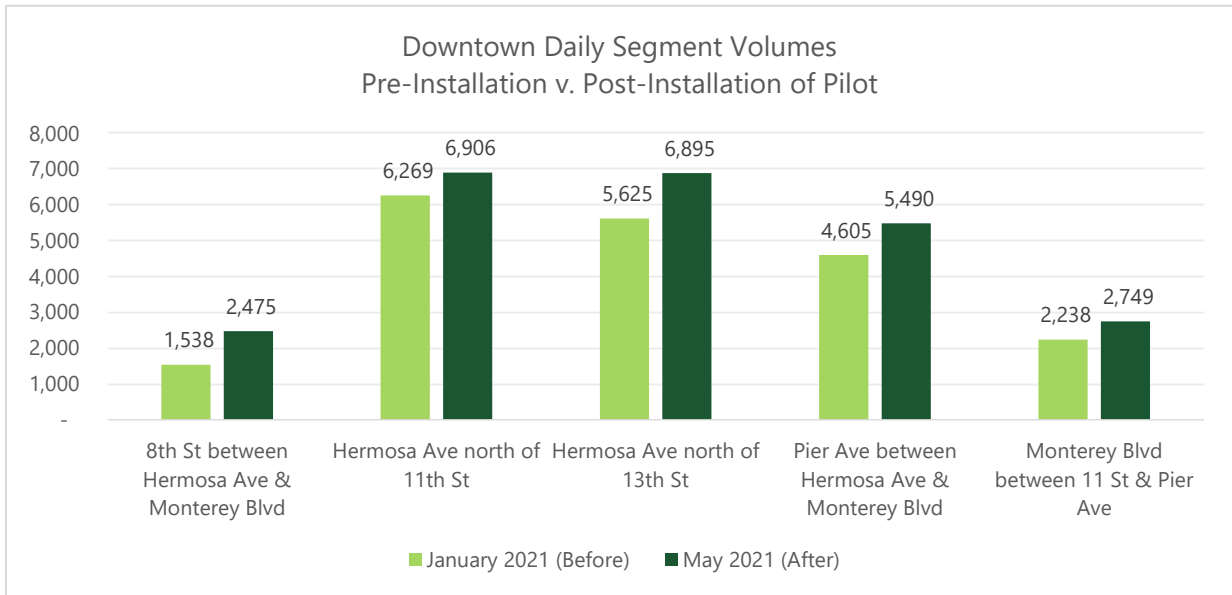


Figure 1

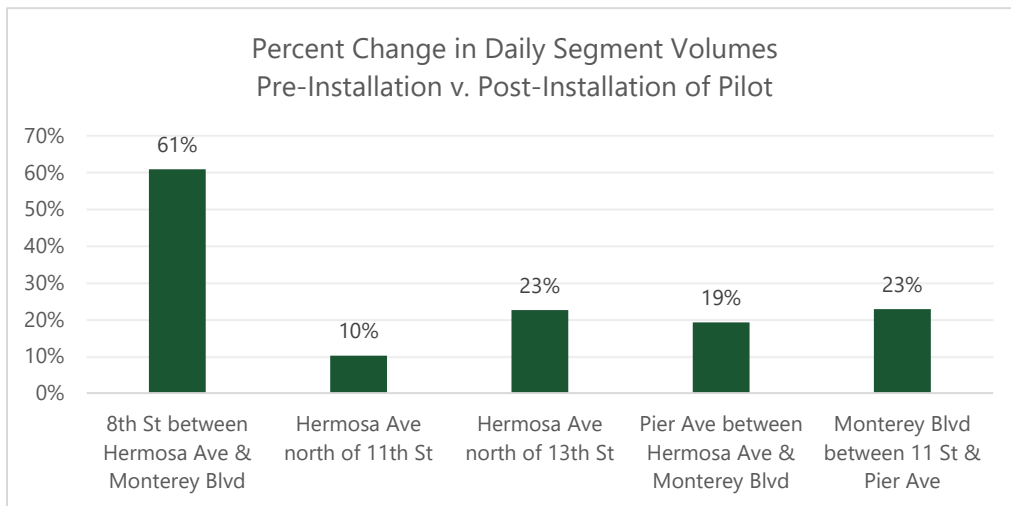


Figure 2

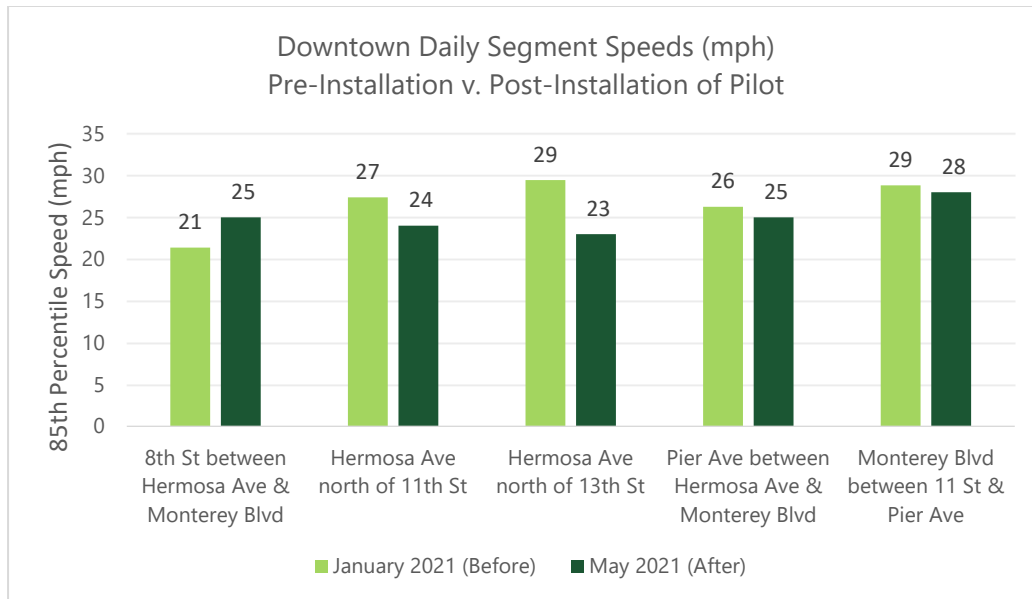


Figure 3

Figure 3 above shows the 85th percentile speed for each road segment (for both directions of travel) before and after the pilot. Most of the segments saw minor decreases in speed after the pilot, but the Hermosa Avenue segment north of 13th Street saw a decrease in speed of 6 mph (or approximately 22%) compared to pre-installation of the pilot. 8th Street saw an increase in speed of 4 mph after the pilot was installed. Overall, speeds were 5% slower after the pilot.

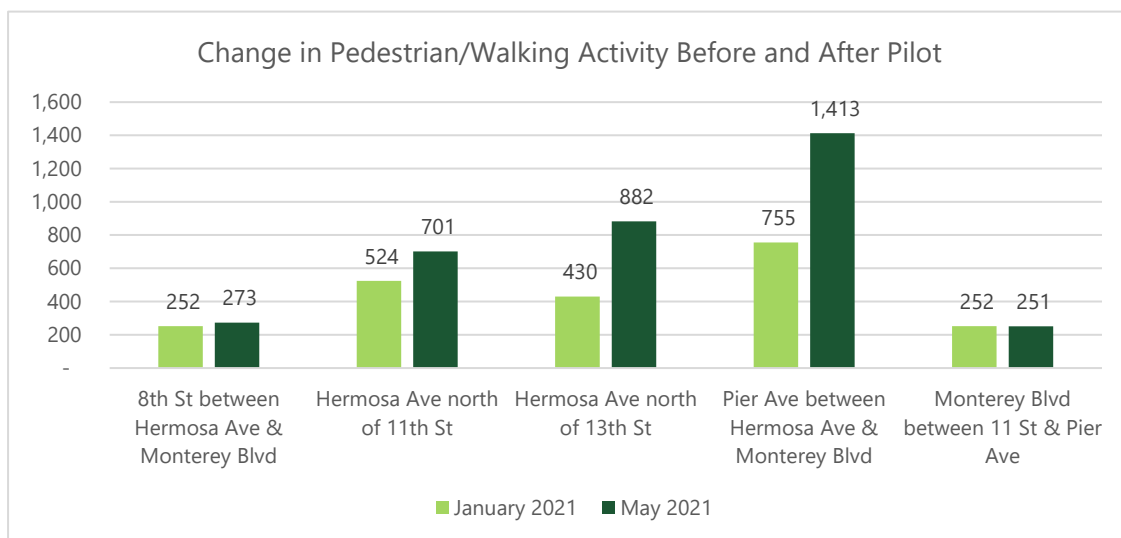


Figure 4 (collected using cameras)

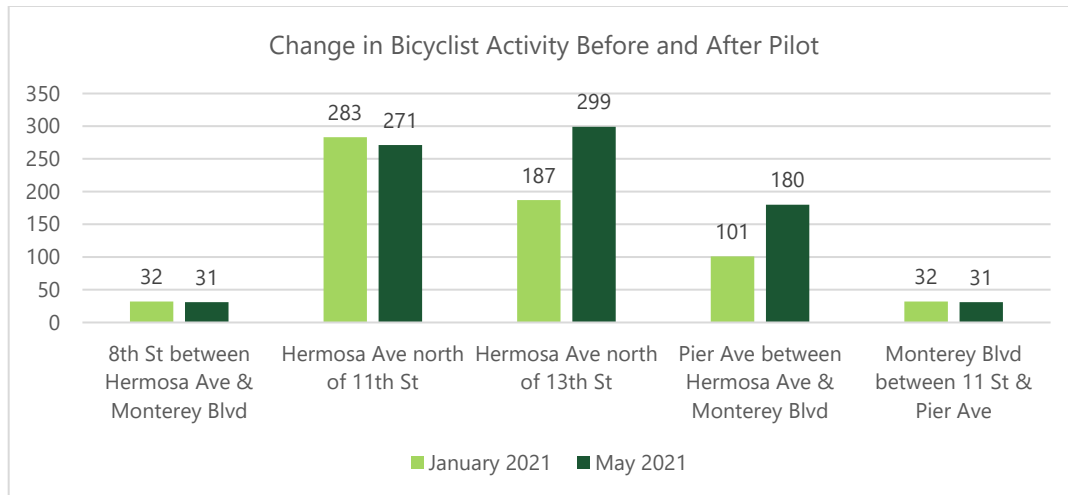
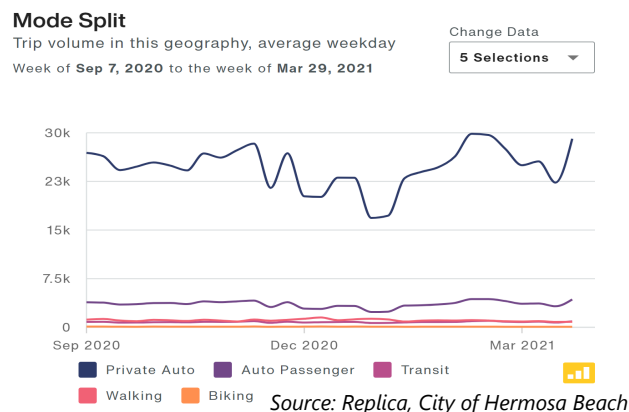


Figure 5 (collected using cameras)

Figure 4 shows the change in pedestrian/walking activity, and **Figure 5** shows the change in bicycle activity in Downtown. Pedestrian volumes increased on average by 59% and bicyclist volumes grew by an average of 28% after the pilot project. Individually, there were no significant decreases in biking or walking at any of the observed locations after the pilot project

Replica Mobility and Consumer Spend Data (Source: [Replicahq.com](https://replicahq.com))

To get a broader picture of travel activity in the City, Big Data was retrieved from Replica (replicahq.com). Replica is anonymous data based on a composite of data sources, including but not limited to road traffic, smartphone location, and financial transaction data. The information is updated weekly at the census tract level. Advanced modeling and statistical weighting methods are applied to generate a representative estimate of activities across the entire population. Based on the mode split figure shown below, the City saw a steady increase in automobile travel in the first three months of 2021. Walking, biking, and transit remained relatively constant throughout the City during this same time period.





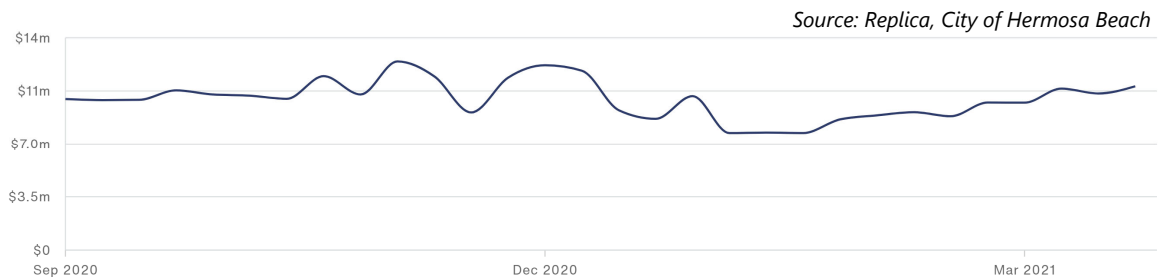
The figures shown below reflect consumer spending data in the City of Hermosa Beach from Replica. It covers the time period of September, 2020 to March, 2021. The Replica spending information in the City (in total dollars) comes from issuers/banks, as well as merchant sources. The data is then calibrated using census monthly retail trade estimates. The consumer spend data categories includes retail, grocery, gas/parking, restaurants, entertainment, and recreation. Based on Replica consumer spend data, there was a 75% increase in consumer spending for restaurants and bars in the City in the first quarter of 2021.

Hermosa Beach, CA

All Spend Categories

Spend in this geography, weekly total

Week of Sep 7, 2020 to the week of Mar 29, 2021



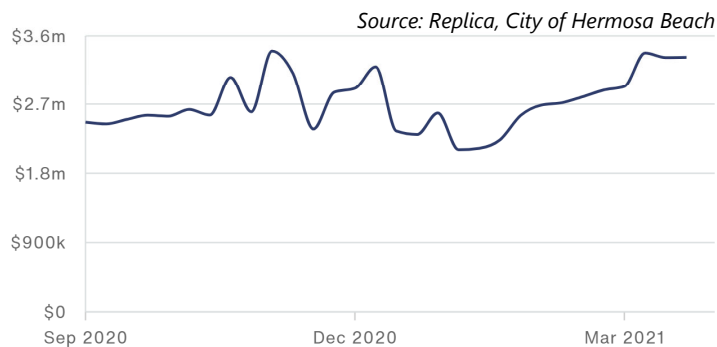
Zooming in closer to the consumer spend data, restaurants and bars in the City (figure below) saw a steady increase in sales in the first three months of 2021.

Hermosa Beach, CA

Restaurants & Bars

Spend in this geography, weekly total

Week of Sep 7, 2020 to the week of Mar 29, 2021





Conclusions

- Based on one day of traffic counts collected in both January and May, there was an overall average increase in Downtown vehicular volumes of 21%. Cellphone based travel data and credit card sales data in the City of Hermosa Beach confirmed an overall increase in vehicle travel and sales data, particularly for restaurants and bars. This suggests that the overall observed increase in traffic volumes is due to reopenings.
- The before/after data collected indicated that the lane reduction pilot may have contributed to a 59% increase in walking and 28% increase in biking, which was not observed for the City overall; and therefore may not be driven primarily by COVID related reopenings.
- The before/after data also indicated that the pilot may have contributed to 5% slower speeds observed on the roadways, which has a safety benefit for pedestrians and cyclists.
- While the before/after counts indicated an overall increase in traffic volumes, likely associated with COVID related reopenings, a disproportionate growth in traffic occurred on 8th Street between Hermosa Avenue and Monterey Boulevard, indicating that the pilot project may have contributed to a shift in traffic at this location.

Next Steps

- Further study and data collection is planned. An additional cellphone based travel data source (called StreetLight) will be used to expand the sample size and time period of vehicular volumes; which will include an evaluation of average traffic volumes from 2019 (pre-COVID) as well as post install traffic volumes in the most recently available quarter, to further differentiate traffic patterns associated with COVID versus traffic pattern changes associated with the pilot.

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**CITY OF HERMOSA BEACH
DIRECTOR OF EMERGENCY SERVICES**

EXECUTIVE ORDER NO. 2020-05

**EMERGENCY EXECUTIVE ORDER OF THE CITY
MANAGER/DIRECTOR OF EMERGENCY SERVICES OF
THE CITY OF HERMOSA BEACH, CALIFORNIA,
IMPLEMENTING A TEMPORARY PERMIT FOR OUTDOOR
DINING/SEATING AND OUTDOOR RETAIL DISPLAY TO
ASSIST IN THE REOPENING OF RESTAURANTS, FOOD,
AND RETAIL ESTABLISHMENTS DURING COVID-19**

SECTION 1. RECITALS

- A. International, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARS-CoV-2,” and the disease it causes which has been named “coronavirus disease 2019,” abbreviated COVID-19 (“COVID-19”).
- B. On March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19.
- C. On March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for a broader spread of COVID-19.
- D. On March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19.
- E. On March 15, 2020, the Mayor Mary Campbell declared a local emergency to ensure an effective City response to COVID-19. At a special meeting on March 16, 2020, the City Council adopted Resolution No. 20-7230, approving and ratifying the declaration of emergency.
- F. On March 16, 2020, the Los Angeles County Public Health Officer issued an order countywide that (1) prohibited gatherings where at least 50 or more people

are expected to attend, (2) puts limits and regulations on gatherings of 10-49 people, (3) limits restaurants to drive-through/takeout/delivery only, and (4) closes bars (that don't serve food), gyms, movie theaters, etc.

- G. Also on March 16, 2020, the State Department of Public Health issued public health guidance with a non-exhaustive list of precautionary measures retail food, beverage, and other related service venue owners and management should take for the protection of patrons to prevent further COVID-19 transmission.
- H. The Centers for Disease Control and Prevention, the California Department of Health, and the Los Angeles County Department of Public Health have all issued recommendations including but not limited to strict adherence to social distancing guidelines, canceling or postponing group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus. Other counties throughout the state have similar directives.
- I. On March 19, 2020 the Los Angeles County Public Health Officer issued a second countywide order, the 'Safer at Home' Order, which was further clarified on March 21, 2020. This public health order prohibits all public and private group gatherings and events and requires people to stay in their homes with limited exceptions; and requires closure of all non-essential retail businesses, shopping centers, playgrounds for children, bars, nightclubs, movie theaters and all similar gathering places. The purpose of the order is to further restrict, and limit gathering of persons and require closures of non-essential retail businesses in an effort to stem or slow the spread of the virus.
- J. On March 19, 2020, the Governor of the State of California, also issued Executive Order N-33-20, (commonly known as the Safer at Home Order) an Order of the State Public Health Officer ordering all individuals living in California to stay home or at their place of residence except as needed to maintain continuity of operations of outlined federal critical infrastructure sectors.
- K. On April 28, 2020, the California Governor announced a four-stage framework titled "Resilience Roadmap" for modifying the statewide Safer at Home Order to gradually permit the phased reopening of the State.
- L. On May 4, 2020, California Governor, Gavin Newsom issued Executive order N-60-20, to modify its state-wide Safer at Home order and allow the state to move into Stage 2 of the reopening process to permit certain low risk businesses and open spaces to open with modifications. Executive Order N-60-20, also directs the State Public Health Officer to establish criteria and procedures, as set forth in the order to determine how local jurisdictions may implement public health measures that depart from state-wide directives of the State Public Health Officer.

- 1 M. On May 12, 2020, during its regular City Council meeting, the City Council
2 discussed COVID-19 impacts to City businesses and the need to preserve City
3 retail and restaurants. The City Council directed the Economic Development
4 Committee and/or Planning Commission to (1) hire an economic consultant to
5 assess the market feasibility for economic uses and types of uses in the
6 Downtown; and/or (2) bring back an interim urgency ordinance (moratorium) to
7 address concerns about loss of retail and restaurant while the City studies the
8 issue; and/or (3) establish regulations that give priority to preserving retail and
9 restaurant uses on the ground floor and to address ground floor office conversions
10 in the Downtown ahead of the City's Zoning Code update process.
- 11 N. On May 13, 2020, the Los Angeles County Public Health Officer issued a Revised
12 Order entitled "Continuation of Safer at Home Order that begins to move the
13 County of Los Angeles into Stage 2 of the County's Roadmap to Recovery"
14 ("May 13 Revised Order") that (1) allows specified "Lower Risk Retail
15 Businesses" to reopen for curbside, doorside, outdoor or outside pick-up, (2)
16 partially and conditionally re-opens public beaches for certain types of active
17 recreation, and (3) re-opens additional recreational opportunities.
- 18 O. The California Department of Alcohol Beverage Control ("ABC") has issued
19 various "Regulatory Relief" orders designed to support the alcoholic beverage
20 industry in its efforts to assist California in slowing the spread of the virus while
21 assisting the industry in dealing with the economic challenges it is facing as a
22 result. More recently on May 15, 2020 , ABC issued its fourth notice of
23 Regulatory Relief providing for temporary relief for licensees to expand licensed
24 footprints in order to serve more people outside where it is safer while the
25 COVID-19 pandemic continues, through an inexpensive ABC permit requiring
26 authorization from local jurisdictions.
- 27 P. On May 20, 2020, ABC issued its fifth Regulatory Relief Notice to permit on a
28 temporary basis, licensees that do not operate kitchen facilities and do not prepare
bona fide meals on the licensed premises to partner with businesses that do offer
meals to sell bona fide meals in conjunction with to-go containers of alcoholic
beverages.
- Q. As the State gradually moves forward with Stage 2 of the State's "Resilience
Roadmap", it is expected that in order to allow restaurants to open, the Governor
of the state of California will require a reduced capacity with new guidelines
within restaurants, greatly impacting the maximum number of customers served.
- R. The City of Hermosa Beach seeks to be responsive to allow restaurants to take
advantage of ABC's temporary relief orders to permit, consistent with direction
from the County of Los Angeles and its Health Department, to allow restaurants
to re-open in light of the County's Safer at Home order.

- 1 S. This Order is adopted pursuant to the City’s police powers and powers afforded
2 to the City in time of national, state, county and local emergency during an
3 unprecedented health pandemic, such powers being afforded by the State
4 Constitution, State law, and the Section 2.56.060 of the Hermosa Beach
 Municipal Code to protect the peace, health, and safety of the public, and to
 protect life and property as affected by the emergency.

5 **SECTION 2.** The following emergency orders are issued effective as of the date set forth
6 below:

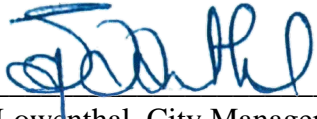
- 7 A. A “Temporary Permit Program” for Outdoor Dining/Seating to assist in the
8 reopening of restaurant and food establishments during the time of limited
9 capacities and social distancing requirements for restaurants as a result of
10 California and Los Angeles County Health orders in response to COVID-19 is
 hereby established as set forth in **Exhibit A** attached hereto and incorporated
 herein by reference.
- 11 B. A “Temporary Permit Program” to permit City businesses to display merchandise
12 to assist in the reopening of retail establishments to best abide by limited capacity
13 and social distancing requirements for businesses as established by of State and
14 Los Angeles County orders in response to COVID-19 is hereby established as set
 forth in **Exhibit B** attached hereto and incorporated herein by reference.
- 15 C. The provisions of Hermosa Beach Municipal Code Sections 17.26.050 (B), (C),
16 and 17.44.030 regarding Off-street Parking Requirements for Commercial and
17 Business Uses are hereby temporarily suspended to allow for implementation of
 items A and B above on a temporary basis through the duration of City, State,
 and County COVID--19 emergency orders.

18
19 **SECTION 3.** Severability. If any section, subsection, sentence, clause, phrase or word of this
20 Order is found to be unconstitutional or otherwise invalid by any court of
21 competent jurisdiction, such decision shall not affect the remaining provisions of
 this Order.

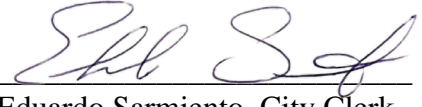
22 **SECTION 4.** Effective Date and Termination. This Order shall become effective immediately
23 and shall continue until the earlier to occur of: (1) the conclusion of the local
24 emergency; (2) its termination is ordered by the City Manager/Director of
25 Emergency Services; or (3) it is duly terminated by the City Council. The Order
26 may also be superseded by a duly enacted ordinance or order of the City Council
27 expressly superseding this Order.

1 **ORDERED** by the City Manager/Director of Emergency Service this 26th day of May, 2020.

3 **ATTEST:**

4
5 

6 _____
7 Suja Lowenthal, City Manager and
8 Director of Emergency Services

9
10 

11 _____
12 Eduardo Sarmiento, City Clerk

Exhibit A

OUTDOOR DINING DESIGN AND OPERATIONAL STANDARDS

I. INTRODUCTION

- A. The Outdoor Dining Design and Operational Standards are adopted pursuant to Executive Order 2020-05 in order to establish specific design and operational criteria for temporary outdoor dining on public and private areas.
- B. An outdoor dining area is a place on the public sidewalk, public parking stalls, public metered parking spaces, private parking stalls, or other private areas, where patrons may consume food and/or beverages provided by an adjacent and nearby food service establishment..
- C. Establishments serving alcoholic beverages that apply for a Temporary Outdoor Dining Permit shall meet the additional requirements of the State of California Alcohol Beverage Control Board.
- D. These standards and procedures regulate the design and operation of temporary outdoor dining areas. However, they do not provide information on all the government agency requirements for starting a new restaurant or expanding an existing one. Business owners must secure the appropriate licenses and permits from the State Alcohol Beverage Control Board, Los Angeles County Health Department, the City of Hermosa Beach Community Development Department, Public Works Department, and Business License Office.
- E. Approved Temporary Outdoor Dining Permits shall be affective for the duration of the Executive Order, and this Temporary Permit will expire immediately upon Los Angeles County and approval to reopen at capacity levels established prior to the emergency order, and the outdoor area shall be returned to its previous condition.
- F. These regulations apply to outdoor dining on private property and the public right-of-way.

II. APPLICATION PROCEDURE

- A. An application for a Temporary Outdoor Dining Permit shall be obtained from the Community Development Department. A site plan drawn to-scale shall accompany the application form. The plan shall

delineate the proposed outdoor area and the layout of furnishings and allowable amenities.

- B. An encroachment permit shall be required for outdoor areas in the public right-of-way. Proof of Certificate of liability insurance shall be provided to the Public Works Department, with the City of Hermosa Beach named as Additionally Insured, prior to issuance of an encroachment permit.
- C. If the food establishment has an existing license from the California Department of Alcohol Beverage Control (ABC), the food establishment must obtain a temporary permit from both the City of Hermosa Beach and ABC. Applicants shall adhere to ABC conditions of approval prior to serving alcohol. Outdoor permits with proposed alcohol consumption shall be reviewed by the City's Police Department prior to the City permit issuance or ABC approval process and are subject to the City's On-Sale Alcohol Beverage Establishment, General Provisions HBMC Section 17.40.080(A)(1-4).
- D. A Temporary Sign Permit Application shall be submitted in conjunction with the Temporary Outdoor Dining Permit only if temporary signage shall be displayed in the outdoor area. No additional fee shall be paid for the Temporary Sign Permit.
- E. Review of Temporary Outdoor Permits shall be expedited. Applications that do not require review from other Departments (Public Works and/or the Police Department) will be further expedited for review.

III. OUTDOOR DINING SITES

- A. The outdoor dining area shall be permitted in public sidewalks, public street parking or parking areas or other private property located nearby the business. If the business has on-site parking, a portion of the private parking may be used for outdoor dining/seating.
- B. The maximum area of either private or public areas (or the areas combined) may not exceed the area needed to compensate for the loss of capacity of the interior area of the business to achieve social distancing in accordance LA County Health and State of California guidelines.
- C. The buildings adjacent to these dining areas shall maintain building egress as defined by the California Building Code and Title 24 Disabled Access Standards.

- D. The final location and configuration of the outdoor retail area shall be subject to approval by the Director of the Community Development Department, who shall consider public safety issues and maintenance of minimum clearances to comply with ADA requirements and the safety and convenience of pedestrians and customers.

IV. DESIGN STANDARDS

- A. Establishments that serve alcoholic beverages in the outdoor dining area shall provide a physical barrier that satisfies these Standards and of the Alcohol Beverage Control Board if alcohol is to be served.
- B. Barriers shall conform to the Public Works Director's installation standards and be removable. Barriers need not be removed each evening, but shall be capable of being removed; if imbedded into the pavement they must be fixed through the use of recessed sleeves and posts, otherwise by wheels that can be locked into place or weighted in place. No signs or banners of any kind shall be placed, displayed or erected on barriers
- C. The appearance should be made attractive with potted plants or other decorative elements to provide an enhanced and inviting outdoor environment.
- D. No additional parking shall be required for the outdoor dining. To the extent feasible, if existing parking is available, parking spaces should continue to be available to customers. Parking approval will be determined on a case-by-case scenario.

V. Standards of Operation

- A. Restaurant management is responsible for operating and maintaining the outdoor dining area and shall not delegate or assign that responsibility. Outdoor dining areas shall be continuously supervised by management to ensure social distancing guidelines are being met.
- B. Outdoor dining areas are limited to dine-in customers being served from the restaurant (i.e. they cannot be destinations for take-out food and beverages). Alcohol can only be served to customers in conjunction with a food order.
- C. Restaurant management shall keep the outdoor dining area clear of litter, food scraps, and soiled dishes and utensils at all times. Trash receptacles shall be provided in outdoor dining areas used for consuming take-out items.

- D. At the end of each business day, establishments are required to clean (sweep and wash) the area in and around the outdoor dining area and remove the debris to a closed receptacle. No debris shall be swept, washed, or blown into the sidewalk, gutter or street in conformance with the City's storm water quality regulations.
- E. Upon termination of the Outdoor Dining Encroachment Permit, the Permittee shall immediately remove the barriers around the outdoor dining area, return the sidewalk to its original condition, and remove all personal property, furnishings, and equipment from the sidewalk. Any personal property remaining on the premises shall be removed pursuant to the laws of the State of California.
- F. The allowable hours of operation will be reviewed on a case-by-case basis, but in no case shall the hours of operation exceed the business's normal operation hours or be open after 11:00 p.m.

VI. ENFORCEMENT

- A. Notice of violation of the outdoor dining design standards or standards of operation shall be made in writing to the Permittee by any Code Enforcement Officer, Public Works Inspector, Building Inspector, Police Department Official, or Fire Department Official of the City. A copy of the notice shall be filed with the Public Works Director. The Permittee shall immediately cure the violation upon receipt of notice. If the violation is not cured within ten (10) days after issuance of the notice to the Permittee, the Director may suspend or revoke the Encroachment Permit.
- B. In the case of non-compliance with conditions of approval, substantial difficulties resulting from the Temporary Permit issuance, or other unforeseen problems with the Temporary Permit, the Community Development Director has the right to reevaluate the permit or its conditions of approval; and, if the Temporary Permit has created neighborhood, Police or Code Enforcement problems, the Temporary Permit may be revoked.

Exhibit B

OUTDOOR RETAIL DESIGN AND OPERATIONAL STANDARDS

I. INTRODUCTION

- A. The Outdoor Retail Design and Operational Standards are adopted pursuant to Executive Order 20-XX in order to establish specific design and operational criteria for temporary outdoor dining on public and private areas.
- B. An outdoor retail area is a place on the public sidewalk, public parking stalls, public metered parking spaces, private areas including parking stalls where business owners may display merchandise and patrons may purchase merchandise displayed provided by an adjacent or nearby a retail establishment.
- C. These standards and procedures regulate the design and operation of temporary outdoor retail areas. However, they do not provide information on all the government agency requirements for starting a new retail establishments or expanding an existing one. Business owners must secure the appropriate licenses and permits from the, the City of Hermosa Beach Community Development Department, Public Works Department, and Business License Office.
- D. Approved Temporary Outdoor Retail Permits shall be affective for the duration of the State of California's Emergency Orders for Covid-19. This Temporary Permit will expire immediately upon County and State approval to reopen at capacity levels established prior to the Covid-19 pandemic limits.
- E. These regulations apply to outdoor retail on private property and the public right-of-way.

II. APPLICATION PROCEDURE

- A. An application for a Temporary Outdoor Retail Permit shall be obtained from the Community Development Department. A site plan drawn to-scale shall accompany the application form. The plan shall delineate the proposed outdoor area and the layout of furnishings and allowable amenities.
- B. An encroachment permit shall be required for outdoor areas in the public right-of-way. Proof of Certificate of liability insurance shall be provided to the Public Works Department, with the City of Hermosa

Beach named as Additionally Insured, prior to issuance of an encroachment permit.

- C. A Temporary Sign Permit Application shall be submitted in conjunction with the Temporary Outdoor Dining Permit only if temporary signage shall be displayed in the outdoor area. No additional fee shall be paid for the Temporary Sign Permit.
- D. Review of Temporary Outdoor Retail Permits shall be expedited. Applications that do not require review from other Departments (Public Works and/or the Police Department) will be further expedited

III. OUTDOOR DINING SITES

- A. The outdoor retail area shall be permitted in public sidewalks, public street parking or private areas including parking lots adjacent to or nearby the business. If the business has on-site parking, a portion of the private parking may be used for outdoor dining/seating.
- B. The maximum area of either private or public areas (or combined area) may not exceed the area needed to compensate for the loss of capacity of the interior area of the business due to social distancing requirements.
- C. The buildings adjacent to these dining areas shall maintain building egress as defined by the California Building Code and Title 24 Disabled Access Standards.
- D. The final location and configuration of the outdoor retail area shall be subject to approval by the Director of the Community Development Department, who shall consider public safety issues and maintenance of minimum clearances to comply with ADA requirements and the safety and convenience of pedestrians and customers.

IV. DESIGN STANDARDS

- A. Outdoor areas in the public right-of-way may be required to provide a physical barrier to the satisfaction of the Community Development Director and the Public Works Director. Physical barriers may be required for the safety for patrons.
- B. Barriers shall conform to the Public Works Director's installation standards and be removable. Barriers need not be removed each evening, but shall be capable of being removed; if imbedded into the

pavement they must be fixed through the use of recessed sleeves and posts, otherwise by wheels that can be locked into place or weighted in place. No signs or banners of any kind shall be placed, displayed or erected on barriers

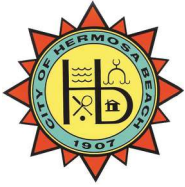
- C. Retailers with an existing license from the California Department of Alcohol Beverage Control (ABC) to sell alcohol, shall not permitted to be displayed in the outdoor sales area.
- D. The appearance should be made attractive with potted plants or other decorative elements to provide an enhanced and inviting outdoor environment.
- E. No additional parking shall be required for the outdoor area. To the extent feasible, if existing parking is available, parking spaces should continue to be available to customers. Parking approval will be determined on a case-by-case scenario.

V. Standards of Operation

- A. Management is responsible for operating and maintaining the outdoor retail area and shall not delegate or assign that responsibility. Outdoor areas shall be continuously supervised by management to ensure social distancing guidelines are being met.
- B. Management shall keep the outdoor area clear of litter and food scraps.
- C. At the end of each business day, establishments are required to clean (sweep and wash) the area in and around the outdoor area and remove the debris to a closed receptacle. No debris shall be swept, washed, or blown into the sidewalk, gutter or street in conformance with the City's storm water quality regulations.
- D. Upon termination of the Outdoor Retail Permit, the Permittee shall immediately remove the barriers around the outdoor dining area, return the sidewalk to its original condition, and remove all personal property, furnishings, and equipment from the sidewalk. Any personal property remaining on the premises shall be removed pursuant to the laws of the State of California.
- E. The allowable hours of operation will be reviewed on a case-by-case basis, but in no case shall the hours of operation exceed the business's normal operation hours or be open after 11:00 p.m.

VI. ENFORCEMENT

- A. Notice of violation of the outdoor retail design standards or standards of operation shall be made in writing to the Permittee by any Code Enforcement Officer, Public Works Inspector, Building Inspector, Police Department Official, or Fire Department Official of the City. A copy of the notice shall be filed with the Public Works Director. The Permittee shall immediately cure the violation upon receipt of notice. If the violation is not cured within ten (10) days after issuance of the notice to the Permittee, the Director may suspend or revoke the Encroachment Permit.
- B. In the case of non-compliance with conditions of approval, substantial difficulties resulting from the Temporary Permit issuance, or other unforeseen problems with the Temporary Permit, the Community Development Director has the right to reevaluate the permit or its conditions of approval; and, if the Temporary Permit has created neighborhood, Police or Code Enforcement problems, the Temporary Permit may be revoked.



Staff Report

Staff Report

REPORT 21-0370

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

AWARD OF CONSTRUCTION CONTRACT FOR CIP 186 & CIP 190 STREET IMPROVEMENTS VARIOUS LOCATIONS

(Interim Public Works Director Angela Crespi)

Recommended Action:

Staff recommends City Council:

1. Award the construction contract for CIP 186 and CIP 190 Street Improvements Various Locations to Hardy & Harper, Inc. in the amount of \$815,000;
2. Authorize the Interim Director of Public Works to establish a 65 percent project contingency for a total contingency amount of \$529,750;
3. Adopt the attached resolution entitled "A Resolution of The City Council of the City of Hermosa Beach Approving the Construction of CIP NO. 186 & CIP NO. 190 Street Improvements Various Locations Pursuant to Government Code Section 830.6 and Establishing A Project Payment Account;"
4. Authorize the Mayor to execute the construction contract and the City Clerk to attest, subject to approval by the City Attorney; and
5. Authorize the Interim Director of Public Works to file a Notice of Completion following final completion of the project.

Executive Summary:

Capital Improvement Project CIP 186 Street Improvements Various Locations and CIP 190 Annual Street Improvements provide for pavement rehabilitation of streets including: milling existing pavement; paving; striping; and adjusting utilities and survey monument covers to the finished grade. The projects also repair or replace deteriorated portions of sidewalk, curb and gutter, ADA curb ramps.

Staff has received construction bids for CIP 186 and CIP 190 Street Improvements Various Locations and recommends City Council approval to award a construction contract to the lowest responsible bidder, Hardy & Harper, Inc.

Background:

The FY 2020-21 Capital Improvement Program includes CIP 186 Street Improvements Various

Staff Report

REPORT 21-0370

Locations and CIP 190 Annual Street Improvements, which were planned to be combined and bid as one construction project. Combined, the project would rehabilitate 17 streets for a total of 2.2 miles. The scope of work includes, but is not limited to, milling existing pavement, paving, striping, adjusting utilities and survey monument covers to grade, removing and replacing sidewalk, curb and gutter repairs, ADA accessible curb ramps, and installing traffic loops. The design for this project was prepared in house by City staff thereby saving over \$300,000 and allowing those funds to be repurposed to complete additional streets. Streets for this project were selected based on low Pavement Condition Index (PCI) rating and following sewer and storm drain repairs completed under the CIP 416 Sewer Improvements at Various Locations Phase 2 project.

On April 8, 2021 and April 15, 2021, the project was advertised in the Easy Reader, via the City's website, and with bid advertising agencies.

Analysis:

On April 29, 2021, seven bids were received and opened. The apparent low bidder was Hardy & Harper, Inc. with a construction cost estimate of \$815,000. The engineer's cost estimate, prepared by staff, was \$1,200,000. The bid results are summarized below:

Bidder	Bid Amount
Hardy & Harper, Inc.	\$815,000.00
ONYX Paving Company, Inc.	\$848,000.00
Sequel Contractors, Inc	\$856,732.25
Palp, Inc DBA Excel Paving	\$905,994.25
Shawnan	\$929,020.53
All American Asphalt	\$986,773.22
Cybertech Construction Company, Inc.	\$1,134,929.40

Staff reviewed the bids received and found the apparent low bidder, Hardy & Harper, Inc., to be a responsible and responsive bidder. Hardy & Harper, Inc.'s contractor's license is active and in good standing with the Contractor's State License Board, and the reference checks confirmed competency through projects similar in magnitude and character over the last five years.

Due to the savings created by in-house design and competitive bid pricing, staff requests a project contingency of 65 percent. While a typical contingency is around 15 percent and is used to cover unforeseen costs, the additional 50 percent contingency is requested to expand the scope of work to resurface additional streets. Staff will identify streets in the project vicinity and prioritize selection based on low Pavement Condition Index (PCI) rating. The additional streets would be authorized through the Contract Change Order process and would be approved by the Assistant City Engineer

Staff Report

REPORT 21-0370

and the Public Works Director.

Construction management and inspection services will be handled by the City's current on-call firms. Construction is anticipated to begin in early August and would take approximately 60 working days to complete.

Notifications of commencement of construction would be sent to directly impacted residents prior to the beginning of construction, alerting them of construction dates, expected type of work, and phone numbers of key personnel involved with the construction of the project through distribution of door hangers. Updates of the project will be posted on the City's website on a regular basis.

General Plan Consistency:

This report and associated recommendation have been evaluated for their consistency with the City's General Plan. Relevant Policies are listed below:

Mobility Element

Goal 1. Complete Streets (Living Streets) that serve the diverse functions of mobility, commerce, recreation, and community engagement for all users whether they travel by walking, bicycling, transit, or driving.

Policies:

- **1.1 Consider all modes.** Require the planning, design, and construction of all new and existing transportation projects to consider the needs of all modes of travel to create safe, livable, and inviting environments for all users of the system.

Goal 2. A public realm that is safe, comfortable, and convenient for travel via foot, bicycle, public transit, and automobile and creates vibrant, people oriented public spaces that encourage active living.

Policies:

- **2.1 Prioritize public right-of-ways.** Prioritize improvements of public right-of-ways that provide heightened levels of safe, comfortable, and attractive public spaces for all non-motorized travelers while balancing the needs of efficient vehicular circulation.

Goal 7. A transportation system that results in zero transportation-related fatalities and which minimizes injuries.

Policies:

- **7.1 Safe public right-of-ways .** Encourage that all public right-of-ways are safe for all users at all times of day where users of all ages and ability feel comfortable participating in both motorized and non-motorized travel.

Infrastructure Element

Staff Report

REPORT 21-0370

Goal 1. Infrastructure systems are functional, safe, and well maintained.

Policies:

- **1.1 Infrastructure systems plan.** Establish and adopt an integrated, holistic systems approach to guide infrastructure development, improvement, maintenance, and resilience.

Fiscal Impact:

The City has sufficient funds appropriated in the Capital Improvement Project (CIP) 186 and 190 to cover construction of the project. Construction costs for the project are shown below.

Item	Amount
Construction Cost	\$815,000.00
65% Construction Contingency	\$529,750.00
Total Construction Contract Cost	\$1,344,750.00

The requested 65 percent construction contingency is included to allow staff to complete repairs to additional streets with the additional appropriated funds. It will also be used for any unknown or unforeseen conditions associated with the construction of the project.

Attachments:

1. Bid Opening Log
2. Hardy & Harper, Inc., Bid Documents
3. Draft Resolution
4. Hardy & Harper, Inc. Draft Agreement
5. Map of selected streets
6. List of selected streets

Respectfully Submitted by: Romany Basilyous, Associate Engineer

Concur: Lucho Rodriguez, Deputy City Engineer

Concur: Angela Crespi, Interim Public Works Director

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, City Manager

CITY OF HERMOSA BEACH - BID SUMMARY LOG -

CIP No. CIP 186, 190 Street Improvement Various Locations

#	COMPANY	COMPANY CONTACT (If Applicable)		BID RECEIVED DATE/TIME	AMOUNT OF BID	BID BOND 10%
1.	Shawnan			4/29/21, 11:30am	929,020. ⁵³	Yes/ ^{Aden} Yes
2.	Onyn Paving Company, Inc			4/29/21, 11:45am	848,000. ⁰⁰	Yes/ Yes
3.	Sequel Contractors, Inc			4/29/21, 11:48am	856,732. ²⁵	Yes/ Yes
4.	All American Asphalt			4/29/21, 11:52am	986,773. ²³	Yes/ Yes
5.	Palp, Inc DBA Excel Paving			4/29/21, 11:53am	905,994. ²⁵	Yes/ Yes
6.	Hardy & Harper, Inc			4/29/21, 11:53am	815,000. ⁰⁰	Yes/ Yes
7.	Cybertech Construction Company Inc			4/29/21, 11:56am	1,134,929. ⁴⁰	Yes/ Yes
8.						
9.						
10.						
11.						
12.						

Opened By

Eduardo Sarmiento
Print

Initials

Attest:

City Clerk:

[Signature]
Signature

4/29/21
Date



Staff Present:

LUCAS RODRIGUEZ
[Signature]



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

ADDENDUM No. 1

CIP 186 and CIP 190 – Street Improvements, Various Locations

DATE: April 22, 2021

TO: ALL PROSPECTIVE BIDDERS

Please note the following clarification/revisions /changes are being made to the project documents for the project indicated above. The bidder shall execute the certification at the end of this addendum, and shall attach the executed addendum to the documents submitted with the bid to be considered a responsive and responsible bidder.

BID OPENING DAY: The Bid opening date **IS BEING CLARIFIED BELOW.**

The Bid opening day is **Thursday April 29, 2021 at 12:00 P.M.**

The sealed bids will be received at the Office of the City Clerk, City Hall, 1315 Valley Drive, Hermosa Beach, CA 90254, until **12:00 P.M. on Thursday April 29, 2021.**

Please sign the attached acknowledgement of receipt of addendum and enclose the original copy of the acknowledgement in your proposal. If you have any questions or concerns, please email Alex Hildebrand, project manager, at ahildebrand@hermosabeach.gov

ACKNOWLEDGEMENT OF ADDENDUM # 1

CIP 186 and CIP 190 – Street Improvements, Various Locations

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 1** dated April 22, 2021.

ATTEST:

Principal:

Hardy & Harper, Inc.

Address:

32 Rancho Circle Lake Forest, CA 92630

By:

Michael Murray

Title:

Vice President



**CITY OF HERMOSA BEACH
DOCUMENTS AND SPECIFICATIONS FOR**

**CIP NO. 186 & CIP NO. 190
STREET IMPROVEMENTS
VARIOUS LOCATIONS**

April 2021

IV. BID DOCUMENTS

A. PROPOSAL

CIP NO. 186 & 190 Streets Improvements Various Locations

CONTRACTOR: Hardy & Harper, Inc. Date: 04/27/2021

TO: City of Hermosa Beach
Honorable Mayor and Members of the City Council City Hall
Hermosa Beach, California, 90254

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

CIP NO. 186 & 190 Streets Improvements Various Locations

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that he/she is registered with the Department of Industrial Relations.

Bid items costs shall include but not limited to mobilization, Bonds, Insurance, labor, equipment, materials, overhead, and profit, any and all other indirect costs shall be considered full compensation for each bid item.

All work shall be completed within (30) working days from the date the notice to proceed is issued by the Engineer.



Contractor Signature
Michael Murray - Vice President

1000000076
PWC Registration Number

B. BIDDING SCHEDULE
CIP NO. 186 & CIP NO. 190
Streets Improvements Various Locations

ITEM NO.	KIND OF WORK	ESTIMATED QUANTITY	UNITS	PAYMENT REFERENCE	UNIT PRICE	TOTAL COST
1	Mobilization	1	LS	701-3	25,443.99	25,443.99
2	Traffic Control	1	LS	703-11	30,000	30,000
3	Adjusting City Sewer Manhole Covers & Cleanout to new grade	31	EA	705-2	915	28,365
4	Adjusting Water Valves to new grade.	55	EA	705-2	685	37,675
5	Adjusting Survey Monuments to grade	10	EA	705-2	850	8,500
6	Full Depth AC Repair (8")	5,135	SF	708-2	8.20	42,107
7	Full Width Cold Milling - 2" Deep	254,269	SF	709-2	.29	73,738.01
8	Asphalt Rubber Hot Mix (ARHM)	3,186	TN	711-8	105	334,530
9	Remove AC Curb and Gutter, and Construct PCC Curb Type A2-6 w/ 18" Gutter	58	LF	712-2	77	4,466
10	Construct ADA Ramp w/ Domes Type 2, Case B or D	38	EA	713-4	4,300	163,400
11	Install Truncated Domes	10	EA	713-4	650	6,500
12	Remove and install Concrete Sidewalk	645	SF	714-2	11	7,095
13	Tree Removal	1	EA	715-7	4,500	4,500
14	Apply Thermoplastic Traffic Striping & RPM's & Markings	1	LS	716-5	20,000	20,000

13	Loop Detectors	2	EA	717-3	1,500	3,000
14	Remove and replace longitudinal gutter per STD. plan 122-2. W: 6 ft.	160	LF	719-2	120	19,200
15	Remove and replace longitudinal gutter per STD. plan 122-2. W: 4 ft.	24	LF	719-2	120	2,880
16	Remove and install Cross Gutter	30	LF	719-2	120	3,600
					TOTAL	815,000.00

TOTAL BASE BID (IN WORDS):

Eight Hundred Fifteen Thousand Dollars and zero cents

Note: The Project Contract will be awarded to the lowest responsible bidder, based on the lowest base bid amount.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of 81,500

Dollars, said amount being not less than 10 percent of the amount bid.

CONTRACTOR: Hardy & Harper, Inc.

CONTRACTOR'S STATE LICENSE NUMBER: 215952

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Hardy & Harper, Inc., (hereinafter referred to as "Contractor") intends to submit a bid to the City of Hermosa Beach, California, a Municipal Corporation, for the performance of certain work as required in the City of Hermosa Beach **Project No. 186 & CIP No. 190** said work being: **Streets Improvements Various Locations** as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and Fidelity and Deposit Company of Maryland a corporation organized and existing under the laws of the State of Illinois, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Hermosa Beach, as Obligee, in the sum of Ten Percent of Amount Bid Dollars (\$10%) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Hermosa Beach in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 22nd day of April, 2021.

Hardy & Harper, Inc.

Principal

By

Title Michael Murray - V.P.

Fidelity and Deposit Company of Maryland

Surety

By

Title Attorney-in-Fact Dwight Reilly

Notary Acknowledgment

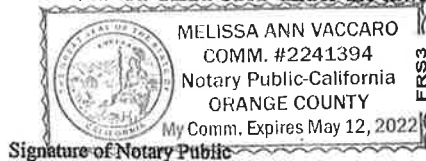
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange

On April 22nd, 2021, before me, Melissa Ann Vaccaro, Notary Public, personally appeared Dwight Reilly, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Melissa Ann Vaccaro

Melissa Ann Vaccaro

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

- ☒ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond

Title or Type of Document

Two (2)

Number of Pages

04/22/2021

Date of Document

Signer(s) Other Than Named Above

**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, all of Orange, California**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of January, A.D. 2020.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


 By: Robert D. Murray
 Vice President

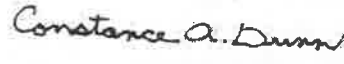

 By: Dawn E. Brown
 Secretary

**State of Maryland
 County of Baltimore**

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




 Constance A. Dunn, Notary Public
 My Commission Expires: July 9, 2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Orange)On April 21, 2021 before me, Ashlie Blanchard, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Michael Murray
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ashlie Blanchard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

D. BIDDER'S ASSURANCE

**CIP NO. 186 & CIP NO. 190
Streets Improvements Various Locations**

FROM:

Name of Bidder: Hardy & Harper, Inc.
Business Address: 32 Rancho Circle Lake Forest, CA 92630

Telephone No: 714-444-1851

TO:

Members of the City Council
c/o City Hall
City of Hermosa Beach, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for:

**CIP NO. 186 & CIP NO. 190
Streets Improvements Various Locations**

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY:  TITLE: Michael Murray - Vice President

E. BIDDER'S DECLARATION

CIP NO. 186 & CIP NO. 190 Streets Improvements Various Locations

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

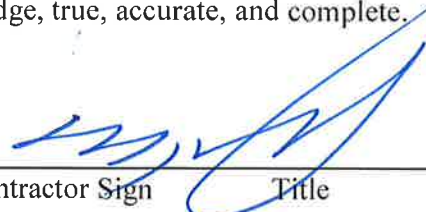
7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Hardy & Harper, Inc.

Contractor's Business Name
32 Rancho Circle
Business Address: Street
Lake Forest, CA 92630
City State Zip
714-444-1851
Business Phone Number
Michael Murray - Vice President
Name Title
Lake Forest, CA 92630
City State Zip


Contractor Sign Title
Michael Murray - Vice President
By Title
215952; A, C-8 & C12
Contractor's License No. and Classification
04/27/2021
Date
N/A
Residence: Street
N/A
Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

Please see attached.



Hardy & Harper, Inc.

asphalt paving contractor

32 RANCHO CIRCLE
LAKE FOREST, CA 92630
(714) 444-1851 FAX (714) 444-2801
STATE LIC. NO. 215952
DIR NO. 1000000076

Hardy & Harper, Inc.

S. Corporation

32 Rancho Circle. Lake Forest, CA 92630

Dan T. Maas – President, Chief Financial Officer

Michael Murray – Vice President

Tanner Hambright – Vice President

Kristen S. Paulino – Corporate Secretary

**MINUTES OF THE SPECIAL MEETING
OF
HARDY & HARPER, INC.**

A special meeting of the directors of HARDY & HARPER, INC. was held at the principal office of the corporation, on January 28, 2020, at 11:00 a.m. pursuant to the call made by the Secretary and written notice waived by the directors by signing these minutes.

Pursuant to the provisions and bylaws, DANIEL MAAS as Chief Financial Officer and KRISTEN PAULINO, as Secretary of the Corporation, presided over the meeting.

The purpose of the meeting was to nominate and elect two additional Vice-Presidents of the Company.

Present at the meeting were all of the Directors of the Corporation:

DANIEL MAAS

STEVEN M. KIRSCHNER

KRISTEN S. PAULINO

TESSA MAAS


DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, STEVE KIRSCHNER was re-elected Vice-President, TANNER HAMBRIGHT was elected Vice-President of Strategic Development, and as Vice-President he is hereby authorized to sign contracts on behalf of the corporation. MICHAEL MURRAY was elected Vice-President/Operations Manager for the corporation with authority to sign contracts on behalf of the corporation and authorized to sign checking and bank accounts on behalf of the corporation where the corporation has established bank and checking accounts.

There being no further business it was moved second and carried that the meeting be adjourned.

DATED: January 20, 2020


DANIEL MAAS, Director/President


STEVEN M. KIRSCHNER, Director/Vice-President


KRISTEN PAULINO, Director/Secretary


TESSA MAAS, Director

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

CIP NO. 186 & CIP NO. 190 Streets Improvements Various Locations

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM Hardy & Harper, Inc.

TITLE OF PERSON SIGNING Michael Murray - Vice President

SIGNATURE 

DATE 04/27/2021

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

Please see the attached.

SECTION 1.0 EQUAL EMPLOYMENT OPPORTUNITY

Hardy & Harper, Inc. is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available people in every job. Hardy and Harper, Inc. company policy prohibits unlawful discrimination based on race, color, creed, gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices) marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer or a record or history of cancer, and genetic characteristics), sex (including pregnancy, childbirth, breastfeeding or related medical condition), genetic information, sexual orientation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

All such discrimination is **unlawful**.

Hardy and Harper, Inc. is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to **all** people involved in Hardy and Harper, Inc. operations and prohibits unlawful discrimination by any employee of the company, including supervisors and coworkers.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor or Chris Icamen Hardy and Harper, Inc. EEO officer. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact Chris Icamen EEO Officer. Hardy and Harper, Inc. will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If the Hardy and Harper, Inc. determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. Hardy and Harper, Inc. will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disability, Hardy and Harper, Inc. will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact Chris Icamen EEO Officer, and discuss the need for an accommodation. Hardy and Harper, Inc. will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant or employee who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) job should contact Chris Icamen EEO Officer and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, Hardy and Harper, Inc. will make the accommodation.

Hardy and Harper, Inc. EEO Officer Chris Icamen can be reached at 714-444-1851 Ext. 128 or Cicamen@hardyandharper.com

Dan Maas, CEO

G. CERTIFICATION OF PRINCIPAL

**CIP NO. 186 & CIP NO. 190
Streets Improvements Various Locations**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

Signature:  _____

Name: Michael Murray

Title: Vice President

Name of Company: Hardy & Harper, Inc.


H. DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

CIP NO. 186 & CIP NO. 190
Streets Improvements Various Locations

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:
“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”
“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”
4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 27 day of April 2021, at Lake Forest (place of execution), California.

Signature: 
Name: Michael Murray
Title: Vice President
Name of Company: Hardy & Harper, Inc.

I. NON-COLLUSION DECLARATION

CIP NO. 186 & CIP NO. 190 Streets Improvements Various Locations

The undersigned declares:

I am the Vice President of Hardy & Harper, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 04/27/2021 [date], at Lake Forest [city], CA [state].

Hardy & Harper, Inc.
NAME OF BIDDER


SIGNATURE OF BIDDER Michael Murray - V.P

32 Rancho Circle
ADDRESS OF BIDDER

Lake Forest, CA 92630
CITY STATE ZIP

J. REFERENCES OF WORK

CIP NO. 186 & CIP NO. 190 Streets Improvements Various Locations

Date: 04/27/2021

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work **within the past five years.**

1.

Please see attached - Hardy & Harper, Inc. References.

Name and address of Public Agency

Name and Telephone No. of Project Manager

Contract Amount

Type of Work

Date Completed

2.

Name and address of Public Agency

Name and Telephone No. of Project Manager

Contract Amount

Type of Work

Date Completed

3.

Name and address of Public Agency

Name and Telephone No. of Project Manager

Contract Amount

Type of Work

Date Completed

For additional References, please add separate sheets

PUBLIC WORKS REFERENCES
2017/2019

Attachment A

Owner/Agency	Contact	Project (Amount & Completion Date)
City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509	Mike Myers (951) 332-6464 mmyers@jurupavalley.org	T.R.I.P Pavement Rehab. Phase I \$1,254,012.21 03/17
City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660	Frank Tran (949) 644-3340 frtran@newportbeachca.gov	MacArthur Blvd Pavement Rehabilitation \$2,142,045.66 3/17
City of Rancho Cucamonga 10500 Civic Center Drive Rancho Cucamonga, CA 91730	Romeo M. David (909) 477-2740 Romeo.David@cityofrc.us	Red Hill Park Pedestrian Trail Renovation Project \$171,888.70 3/17
City of Signal Hill 2175 Cherry Ave Signal Hill, CA 90755	Anthony Caraveo (562) 989-7352 acaraveo@cityofsignalhill.org	Willow Street Improvement Project \$922,100.43 6/17
City of Laguna Hills 24035 El Toro Rd Laguna Hills	Frank Tran (949) 644-3340 frtran@newportbeachca.gov	Arterial Pavement Mngmt. Project Street Rehabilitation \$1,375,406.90 6/17
City of Highland 27215 Base Line Highland, CA 92346	John Egan (909) 890-1255 jegan@erscinc.com	West Highland Bikeways Infrastructure & Pavement Imprv. \$2,678,788.77 7/17
City of Irvine One Civic Center Plaza Irvine, CA 92623	Brian Brown (949) 724-6000 bbrown@cityofirvine.org	Yale Ave Rehabilitation Irvine Center Drive Bid No. 17-1160 \$2,453,343.83 7/17
City of Pasadena 100 N. Garfield Ave Pasadena, CA 91109	Tony An (626) 744-7403 tan@cityofpasadena.net	Preventative Maintenance of Street 2016 \$945,932.59 8/17
City of Ontario 303 East B Street Ontario, CA 91764	Miguel Sotomayor (909) 395-2108 msotomayor@ontarioca.gov	ATP Cycle I Safe Routes to School Sidewalk Imprv. \$824,850.88 10/17
City of Inglewood One Manchester Blvd Inglewood, CA 90301	Hunter Nguyen (310) 412-5333 hhunter@cityofinglewood.org	Streets & Alleys Rehabilitation Project \$2,639,330.06 11/17

PUBLIC WORKS REFERENCES
2017/2019

Attachment A

Owner/Agency	Contact	Project (Amount & Completion Date)
City of Covina 125 E. College Covina, CA 91723	Chris Marcarello (626) 384-5490 pw@covinaca.gov	Grand Ave. Street Rehabilitation Fed Project N0. :STPL-5118(020) \$3,030,000.00 5/18
City of Rancho Palos Verdes 30940 Hawthorn Blvd. Rancho Palos Verdes, CA 90275	Ron Dragoo (310)544-5252 gkwolek@lcf.ca.gov	Residential St. Rehab. Project \$2,227,000.00 5/18
City of Downey 11111 Brookshire Ave. Downey, CA 90241	Edwin. Norris (562) 904-7110 enorris@downeyca.org	CIP No. 18-02 Residential St. Pavement Rehab. Project \$1,808,000.00 03/19
City of Dana point 33282 Golden Lantern Dana Point, Ca 92629	Matthew Sinacori (949) 248-3500 msinacori@danapoint.org	Arterial Roadway Resurface & Pavement Preservation Project \$3,993,000.00 1/18
City of Fountain Valley 10200 Slater Ave. Fountain Valley, CA 92708	Fatana Temory (714)593-4433 fatana.Temory@fountianvalley.org	Resurface & Rehab. Of Euclid Street from Slater Ave. to Warner ave. No. TI-271 \$1,077,000.00 9/18
City of Pomona 505 South Garey Ave. Pomona, CA 91766	Public Works (909)620-2261 pwengineering@ci.pomona.ca.us	Major Street Improvements \$3,839,000.00 8/18
City of Lancaster 44933 Fern Ave. Lancaster, CA 93534	Luis Garibay (661)723-6110 lgaribay@cityoflanaster.org	2018 Sidewalk, Curb & Gutter Repairs \$1,976,000.00 12/18
City of Tustin 300 Centennial way Tustin,CA 92780	Mario Medina (949)394-8955 mmedina@tustinca.org	FY 2017-18 Roadway Rehab. & Sidewalk Repair Project \$1,575,125.00 10 /18
City of Vernon 4305 S. Santa fe Ave. Vernon, CA 90058	Daniel Wall (323) 583-8811 x305 PublicWorksBids@ci.vernon.ca.us	Downey Road Improvements \$2,584,000.00 1/17
City of Diamond Bar 21810 Copley Drive	Jason Williams (909)839-7050	Residential &Collector Road Rehab. Project

PUBLIC WORKS REFERENCES
2017/2019

Attachment A

Diamond Bar, CA 91765	Jwilliams@diamondbarca.gov	\$1,551,000.00	12/18
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Owner/Agency	Contact Info	Project Title, Amount & Completion Date
City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	Joseph Fuentes 714-536-5431 jfuentes@surfcity-hb.org	Nichols Lane Rehabilitation From Slater Ave to Warner Ave \$644,000.00 9/2016
City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234	Bill Simmons 760-770-0340 bsimmons@cathedralcity.gov	Date Palm Dr & Cathedral Canyon Pavement Rehabilitation \$939,000.00 11/2016
City of Moreno Valley 14177 Federick Street Moreno Valley, CA 92552	Henry Ngo 951-413-3100 henryn@moval.org	Edgemont Neighborhood Pavement Rehabilitation \$383,000 12/2016
City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709	Fe Rama 909-364-2600 frama@chinohills.org	FY 2016-2017 Street Improvement Project \$1,039,000.00 12/2016
County of San Bernardino 825 East 3rd Street San Bernardino, CA 92415	Melinda Barnes 909-387-7920 mebarnes@dpw.sbcounty.gov	Slover Ave Phase II \$2,405,020.32 1/2017
City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660	Frank Tran 949-644-3340 frank@newportbeachca.gov	MacArthur Blvd Pavement Rehabilitation \$2,142,045.66 3/2017
County of Los Angeles 900 S Fremont Ave Alhambra, CA 91803	Jose Pou 626-458-2191 jpou@dpw.lacounty.gov	124th Street Et. Al RDC0013372 \$4,304,600.00 12/2014
City of Palos Verdes Estates 340 Palos Verdes Dr. West Palos Verdes Estates, CA 90274	Jack Rydell 310-378-0383 jackrydell@caaprofessionals.com	FY 14/15 Street Resurfacing Project 14-07 \$1,187,987.00 12/2014
City of Tustin 300 Centennial Way Tustin, CA 92780	Eddy Jan 714-573-3157 ejan@andpen.com	2013-14 Roadway Rehabilitation & Sidewalk Repair project \$1,491,543.00 12/2014
City of Pasadena 100 N. Garfield Ave Pasadena, CA 92570	Richard Yee 626-744-4643 Richardyee@cityofpasadena.net	Preventive Maintenance Street Fed ID NO. STPL-5064(081) \$1,518,231.24 8/2015
City of Cypress 5275 Orange Ave Cypress, CA 90630	Nick Mangkalakiri 714-229-6729 nmangkalakiri@cypressca.org	2008/09 Overlay Project \$1,366,000.00 6/2009
City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	Eric Charlonne 714-536-5430 echarlonne@surfcity-hb.org	Rehabilitation of Center Magnolia & Springdale \$2,393,000.00 8/2012
City of Laguna Niguel 27791 La Paz Road Laguna Niguel, CA 92677	Frank Borges 949-362-4325 fborges@ci.laguna-niguel.ca.us	10-11 Overlay & sub Drain Improvement \$1,573,000.00 4/2011
City of Desert Hot Springs 65-950 Pierson Blvd Desert Hot Springs, CA 92240	Hal Goldenberg 760-329-6411 hgoldeberg@cityofdhs.org	2012 Street Rehabilitation Program Phase 2 \$1,212,000.00 11/2012
City of Perris 101 N "D" Street Perris, CA 92572	Chris Sunde 951-943-6504 chris@trilakeconsultants.com	2012 Grind & Overlay Rehabilitation \$789,000.00 11/2012

City of Pasadena 100 N. Garfield Ave Pasadena, CA 92570	Elvin Jiang 626-744-6912 elvinjiang@cityofpasadena.net	2009 Resurfacing of Streets \$4,473,000.00 12/2010
City of Laguna Niguel 27791 La Paz Road Laguna Niguel, CA 92677	Frank Borges 949-362-4325 fborges@ci.laguna-niguel.ca.us	Marina Hills Neighborhood Pavement Rehabilitation Project \$3,738,000.00 5/2018
County of Riverside 3525 14th Street Riverside, CA 92501	Trai Nguyen 951-961-5363 tnguyen@dpw.sbcounty.gov	Murrieta Hot Springs Road \$1,305,000.00 4/2014
City of Westminster 8200 Westminster Blvd Westminster, CA 92683	Tuan Pham 714-548-3456 tpham@westminster-ca.gov	Brookhurst Street \$1,116,920.00 3/2014
City of Riverside 3900 Main Street Riverside, CA 92501	Steve Howard 951-826-5708 showard@riversideca.gov	Arterial Street Maintenance \$4,444,000.00 3/2014
City of Jurupa Valley 8939 Limonite Ave Jurupa Valley, CA 92509	Mike Myers 951-332-6464 mmyers@jurupavalley.org	TRIP Pavement Rehabilitation Phase I \$1,254,012.21 3/2017
City of Laguna Hills 24035 El Toro Rd Laguna Hills, CA	Kenneth H. Rosenfield (949) 707-2655 krosenfield@lagunahillsca.gov	Arterial Pavement Management Project Street Rehabilitation \$1,275,406.90 5/2017
City of Highland 27215 Base Line Highland, CA 92347	John Egan 909-890-1255 jegan@erscinc.com	West Highland Bikeways Infrastructure & Pavement Improv \$2,678,788.77 7/2017
City of Irvine One Civic Center Plaza Irvine, CA 92623	Brian Brown 949-724-6000 bbrown@cityofirvine.org	Yale Ave Rehabilitation Irvine Center Drive \$2,453,343.83 7/2017
City of Riverside 3900 Main Street Riverside, CA 92501	Steve Howard 951-826-5708 showard@riversideca.gov	Minor Street Maintenance \$1,543,000.00 4/2014
County of San Bernardino 825 East 3rd Street San Bernardino, CA 92415	J.D Gayman 909-387-7924 jdgayman@dpw.sbcounty.gov	San Bernardino Ave \$1,577,000.00 6/2014
City of Inglewood One Manchester Blvd Inglewood, CA 90301	Hunter Nguyen 310-412-5333 hhnter@cityofinglewood.org	Street & Alleys Rehabilitation Project \$2,639,330.06 11/2017
City of Laguna Niguel 30111 Crown Valley Parkway Laguna Niguel, CA 92677	Frank Borges 949-362-4325 fborges@ci.laguna-niguel.ca.us	St. Christopher Neighborhoods & Via Vetti Pavement Rehabilitation \$1,226,861.00 9/2015
City of Norco 2870 Clark Ave Norco, CA 92860	Bill Thomas 951-735-3900 bthomas@ci.norco.ca.us	FY 2015-16 Annual Minor Street Rehabilitation Phase I \$777,000.00 10/2015
City of Simi Valley 2929 Tapo Canyon Road Simi Valley, CA 93063	Fuad Shamout 805-318-0661 fshamout@simivalley.org	FY 2015-16 Annual Minor Street Rehabilitation \$1,213,960.50 11/2015
City of Walnut 21201 La Puente Rd	Natalie Avila 909-594-9702	Area 1 & 2 Street Resurfacing project

Walnut, CA 91789

navila@rkagroup.com

\$1,076,200.00

11/2015

K. SUBCONTRACTORS LIST

CIP NO. 186 & CIP NO. 190 Streets Improvements Various Locations

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each bidder shall set forth below: (a) the name and location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.:
List all Subcontractors

Sub-Contractors Name: <i>Superior Pavement Markings</i>	Address: <i>Cypress CA</i>
Description of Work: <i>striping</i>	
CSLB Contractor License No. <i>776306</i>	DIR Registration No. <i>1000001476</i>
Phone No.	Dollar Amount of Work <i>19,000</i>

Sub-Contractors Name: <i>manhole Adjusting</i>	Address: <i>Pico River CA</i>
Description of Work: <i>utility Adjusting</i>	
CSLB Contractor License No. <i>398443</i>	DIR Registration No. <i>1000004104</i>
Phone No.	Dollar Amount of Work <i>70,000</i>

Sub-Contractors Name: <i>All American Asphalt</i>	Address: <i>Corona, CA</i>
Description of Work: <i>cold mill</i>	
CSLB Contractor License No. <i>267073</i>	DIR Registration No. <i>1000001051</i>
Phone No.	Dollar Amount of Work <i>69,000</i>

Sub-Contractors Name: <i>V & E Tree</i>	Address: <i>Orange, CA</i>
Description of Work: <i>Tree Removal</i>	
CSLB Contractor License No. <i>654506</i>	DIR Registration No. <i>1000001936</i>
Phone No.	Dollar Amount of Work <i>4,500</i>

Sub-Contractors Name: <i>CASE Land Survey</i>	Address: <i>Orange, CA</i>
Description of Work: <i>Survey</i>	
CSLB Contractor License No. <i>LS411</i>	DIR Registration No. <i>1000001533</i>
Phone No.	Dollar Amount of Work <i>15,000</i>

Sub-Contractors Name: <i>Smithson Electric</i>	Address: <i>Orange</i>
Description of Work: <i>LOOPS</i>	
CSLB Contractor License No.	DIR Registration No. <i>1000001610</i>
Phone No.	Dollar Amount of Work <i>2,500</i>

Percent of work to be performed by sub-contractors: 22 %
 (Note: 50% of work required to be performed by general contractor)
 For additional Sub-Contractors, please add separate sheet

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work

Percent of work to be performed by sub-contractors: _____%

(Note: 50% of work required to be performed by general contractor)

For additional Sub-Contractors, please add separate sheet

L. IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____

Printed Name: Michael Murray

Title: Vice President

Firm Name: Hardy & Harper, Inc.

Date: 04/27/2021

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: Hardy & Harper, Inc.

DIR Registration Number: 1000000076

DIR Registration Expiration: 06/30/2021

Small Project Exemption: Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Hardy & Harper, Inc.

Signature 

Name and Title Michael Murray - Vice President

Dated 04/27/2021

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

Contractor Information

Registration History

	Effective Date	Expiration Date
Legal Entity Name HARDY & HARPER, INC.		
Legal Entity Type Corporation	6/15/2018	6/30/2019
Status Active	5/9/2017	6/30/2018
Registration Number 1000000076	6/8/2016	6/30/2017
Registration effective date 7/1/2020	6/19/2015	6/30/2016
Registration expiration date 6/30/2021	7/2/2014	6/30/2015
Mailing Address 32 Rancho Circle Lake Forest 92630 CA United S...	7/1/2019	6/30/2020
Physical Address 32 Rancho Circle Lake Forest 92630 CA United S...	7/1/2020	6/30/2021
Email Address		
Trade Name/DBA		
License Number(s) CSLB:215952 CSLB:215952		

Legal Entity Information

Corporation Number: C0443071
Federal Employment Identification Number:
President Name: Daniel T Maas
Vice President Name: STEVEN M KIRSCHNER
Treasurer Name:
Secretary Name: KRISTEN S PAULINO
CEO Name: DANIEL T MAAS
Agent of Service Name: DANIEL T MAAS
Agent of Service Mailing Address: 32 Rancho Circle Lake Forest 92630 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current workers compensation insurance information below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

Policy Holder Name:HARDY & HARPER, INC.**Insurance Carrier:**

FEDERAL INSURANCE COMPANY**Policy Number:**54310019**Inception date:**9/30/2019

Expiration Date:9/30/2020

RESOLUTION NO. 20-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERMOSA BEACH
APPROVING THE CONSTRUCTION OF CIP NO. 186 & CIP NO. 190 STREET
IMPROVEMENTS VARIOUS LOCATIONS PURSUANT TO GOVERNMENT
CODE SECTION 830.6 AND ESTABLISHING A PROJECT PAYMENT
ACCOUNT;**

The City Council of the City of Hermosa Beach does resolve as follows:

The City Council finds and declares as follows:

The Deputy City Engineer designed and prepared the plans for CIP NO.
186 & CIP NO. 190 Street Improvements Various Locations;

The Deputy City Engineer finds that the plans are complete and the Project
may be constructed; and

The City Council wishes to obtain the immunities set forth in Government
Code § 830.6 with regard to the plans and construction of the
Project.

Design Immunity; Authorization.

The design and plans for the Project are determined to be consistent with
the City's standards and are approved;

The design approval set forth in this Resolution occurred before actual work
on the Project construction commenced;

The approval granted by this Resolution conforms with the City's General
Plan;

The City Engineer, or designee, is authorized to act on the City's behalf in
approving any alterations or modifications of the design and plans
approved by this Resolution; and

The approval and authorization granted by this Resolution is intended to
avail the City of the immunities set forth in Government Code §
830.6.

Project Payment Account;

For purposes of the Contract Documents administering the Project, the City
establishes an account containing sufficient monies from the current
and following fiscal year budget to pay for the Project. This Account

is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

The City Clerk is directed to certify the adoption of this Resolution.

This Resolution will become effective immediately upon adoption.

Now, therefore, be it resolved, that the City of Hermosa Beach City Council hereby adopts Resolution No. 20-XXXX on June 22nd, 2021.

PASSED, APPROVED, AND ADOPTED this 22nd day of June, 2021.

MAYOR of the City of Hermosa Beach, California

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

I, Eduardo Sarmiento, City Clerk of the City of Hermosa Beach, California, do hereby certify that the foregoing Resolution No. 20-XXXX was duly and regularly passed and adopted by the City Council of the City of Hermosa Beach, California, at its adjourned regular meeting held on the 22nd day of June, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

A. CONTRACT AGREEMENT

This Construction Agreement (“Agreement”) is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between Hardy & Harper, Inc. (hereinafter referred to as "CONTRACTOR") and the City of Hermosa Beach, California, a municipal corporation (hereinafter referred to as "CITY").

R E C I T A L S

- A. Pursuant to the Notice Inviting Sealed Bids for CIP No. 186 & CIP No. 190, Street Improvements Various Locations (“Project”), bids were received, publicly opened, and declared on the date specified in the notice; and
- B. On June 22, 2021, City’s City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR; and
- C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the CIP No. 186 & CIP No. 190, Street Improvements Various Locations in the City of Hermosa Beach.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

- 1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the CIP No. 186 & CIP No. 190, Street Improvements Various Locations in the City of Hermosa Beach. The work shall be performed in accordance with the Plans and Specifications dated April 2021, (the “Specifications”) on file in the office of the City Clerk and in accordance with bid prices set forth in CONTRACTOR’S Bid Proposal and in accordance with the instructions of the City Engineer.
- 2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Builders General Provisions, Standard Specifications latest edition, Special Provisions, Exhibit A and Exhibit B, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, the Builders General Provisions and the Standard

Specifications, in that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal Eight Hundred Fifteen Thousand Dollars and zero cents (\$815,000.00) as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 60 calendar days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time.
5. LIQUIDATED DAMAGES: In accordance with Government Code section 53069.85, it is agreed that CONTRACTOR will pay to CITY the sum set forth in Exhibit "A" for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, CONTRACTOR agrees CITY may deduct that amount from any money due or that may become due CONTRACTOR under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.
6. SUBSTITUTION OF SECURITIES: Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR may request CITY to make retention payments directly to an escrow agent or may substitute securities for any money withheld by CITY to ensure performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a state or federally chartered bank as the escrow agent who shall return such securities to CONTRACTOR upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.
7. PREVAILING WAGES AND CALIFORNIA LABOR LAWS.

Pursuant to Labor Code §§ 1720 *et seq.*, and as specified in 8 California Code of Regulations § 16000 ("Prevailing Wage Laws"), CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements, and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees and agents free and

harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. CONTRACTOR and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

The CONTRACTOR or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR must comply with this section. Should noncompliance still be evident after such 10-day period, CONTRACTOR shall, as a penalty to CITY, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on CONTRACTOR. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

By executing this Contract, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of

California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the Labor Code.

9. PUBLIC WORKS CONTRACTOR REGISTRATION: Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
10. LABOR COMPLIANCE AND STOP ORDERS: This Project is subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against CONTRACTOR or any subcontractor that affect CONTRACTOR's performance of Work, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay subject to any applicable liquidated damages and shall not be compensable by the CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
11. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS: Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
12. LABOR/EMPLOYMENT SAFETY: CONTRACTOR shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA

requirements and requirements for verification of employees' legal right to work in the United States

CONTRACTOR shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. CONTRACTOR shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

CONTRACTOR shall submit the Illness and Injury Prevention Program and a Project site specific safety program to CITY prior to beginning Work at the Project site. CONTRACTOR shall maintain a confined space program that meets or exceeds the CITY Standards. CONTRACTOR shall adhere to CITY's lock out tag out program

13. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
14. CONTRACTOR'S LIABILITY: The City of Hermosa Beach and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

To the fullest extent permitted by law, CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work,

operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

- c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, to the extent required by Civil Code section 2782, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

15. THIRD PARTY CLAIMS. In accordance with Public Contract Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of

this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

16. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
17. INSURANCE: CONTRACTOR shall procure and maintain for the duration of the Agreement, and for 5 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.
 - a. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:
 - i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
 - iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - iv. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
 - v. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - vi. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

- vii. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the CONTRACTOR shall obtain coverage to reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - ii. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 - iii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the CITY.
- d. Builder's Risk (Course of Construction) Insurance.
 - i. CONTRACTOR may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the CITY as a loss payee as their interest may appear.
 - ii. If the Project does not involve new or major reconstruction, at the option of the CITY, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures,

processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the CITY's site.

- e. Claims Made Policies. If any coverage required is written on a claims-made coverage form:
 - i. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
 - iv. A copy of the claims reporting requirements must be submitted to the CITY for review.
 - v. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.
- f. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the CITY.
- g. Waiver of Subrogation. CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- h. Verification of Coverage. CONTRACTOR shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

- i. Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
 - j. Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
18. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
19. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
20. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
21. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

22. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for four years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
23. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
24. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
25. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's city manager may execute any such amendment on CITY's behalf.
26. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH
1315 Valley Drive
Hermosa Beach, CA 90254

Attention: Romany Basilyous, Project Supervisor

CONTRACTOR:

Hardy & Harper, Inc

32 Rancho Circle Lake Forest, CA, 92630

Attention: Michael Murray

27. DISPUTES. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

Claims. For purposes of this Section, "Claim" means a separate demand by CONTRACTOR, after a change order duly requested in accordance with the terms of this Contract has been denied by the CITY, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of CONTRACTOR pursuant to the Contract, or (C) an amount the payment of which is disputed by the CITY. A "Claim" does not include any demand for payment for which CONTRACTOR has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until CONTRACTOR completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and CONTRACTOR's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the CITY and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

Supporting Documentation. The CONTRACTOR shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

- Specifications
- Drawings
- Clarifications (Requests for Information)
- Schedules
- Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If CONTRACTOR's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, CONTRACTOR shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

City's Response. Upon receipt of a claim pursuant to this Section, CITY shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

If CITY needs approval from its governing body to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, CITY shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

Within 30 days of receipt of a claim, CITY may request in writing additional documentation supporting the claim or relating to defenses or claims CITY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of CITY and the CONTRACTOR.

CITY's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

Meet and Confer. If the CONTRACTOR disputes CITY's written response, or CITY fails to respond within the time prescribed, the CONTRACTOR may so notify CITY, in writing, either within 15 days of receipt of CITY's response or within 15 days of CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, CITY shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, CITY shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after CITY issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with CITY and CONTRACTOR sharing the associated costs equally. CITY and CONTRACTOR shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by CITY and CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

The mediation shall be held no earlier than the date CONTRACTOR completes the Work or the date that CONTRACTOR last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the CITY. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the CITY. A Government Code claim must be filed no earlier than the date the work is completed or the date CONTRACTOR last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

Non-Waiver. CITY's failure to respond to a claim from CONTRACTOR within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. CITY's failure to respond shall not waive CITY's rights to any subsequent procedures for the resolution of disputed claims.

24. NON-DISCRIMINATION: Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
25. TERMINATION: This Contract may be terminated by CITY at any time, either with or without cause, by giving CONTRACTOR three (3) days advance written notice. In the event of termination by CITY for any reason other than the fault of CONTRACTOR, CITY shall pay CONTRACTOR for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, CITY may terminate the Contract immediately without notice, may reduce payment to CONTRACTOR in the amount necessary to offset CITY's resulting damages, and may pursue any other available recourse against CONTRACTOR. CONTRACTOR may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by CONTRACTOR in connection with its performance of this Contract.
26. ANTI-TRUST CLAIMS: This provision shall be operative if this Contract Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Contract Agreement to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract Agreement. This assignment shall be made and become effective at the time the Agency tender final payment to Contractor, without further acknowledgment by the Parties.
27. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
28. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

29. FORCE MAJEURE. If CONTRACTOR is delayed in the performance or progress of the work by a Force Majeure Event, then the CONTRACTOR shall be entitled to a time extension, as provided in the contract documents, when the work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be CONTRACTOR's sole and exclusive remedy for such delays and the CONTRACTOR will not receive an adjustment to the contract price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the contract documents. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of CONTRACTOR and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.
30. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.
31. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
32. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California
CONTRACTOR'S License No. _____

CONTRACTOR

Hardy & Harper, Inc

32 Rancho Circle Lake Forest, CA, 92630

Date

By: _____
TITLE

CITY OF HERMOSA BEACH, CALIFORNIA

Date

By: _____
MAYOR

ATTEST:

Date

By: _____
CITY CLERK

CONTRACTOR'S Business Phone _____

Emergency Phone at which CONTRACTOR can be reached at any time: (____) _____

APPROVED AS TO FORM:

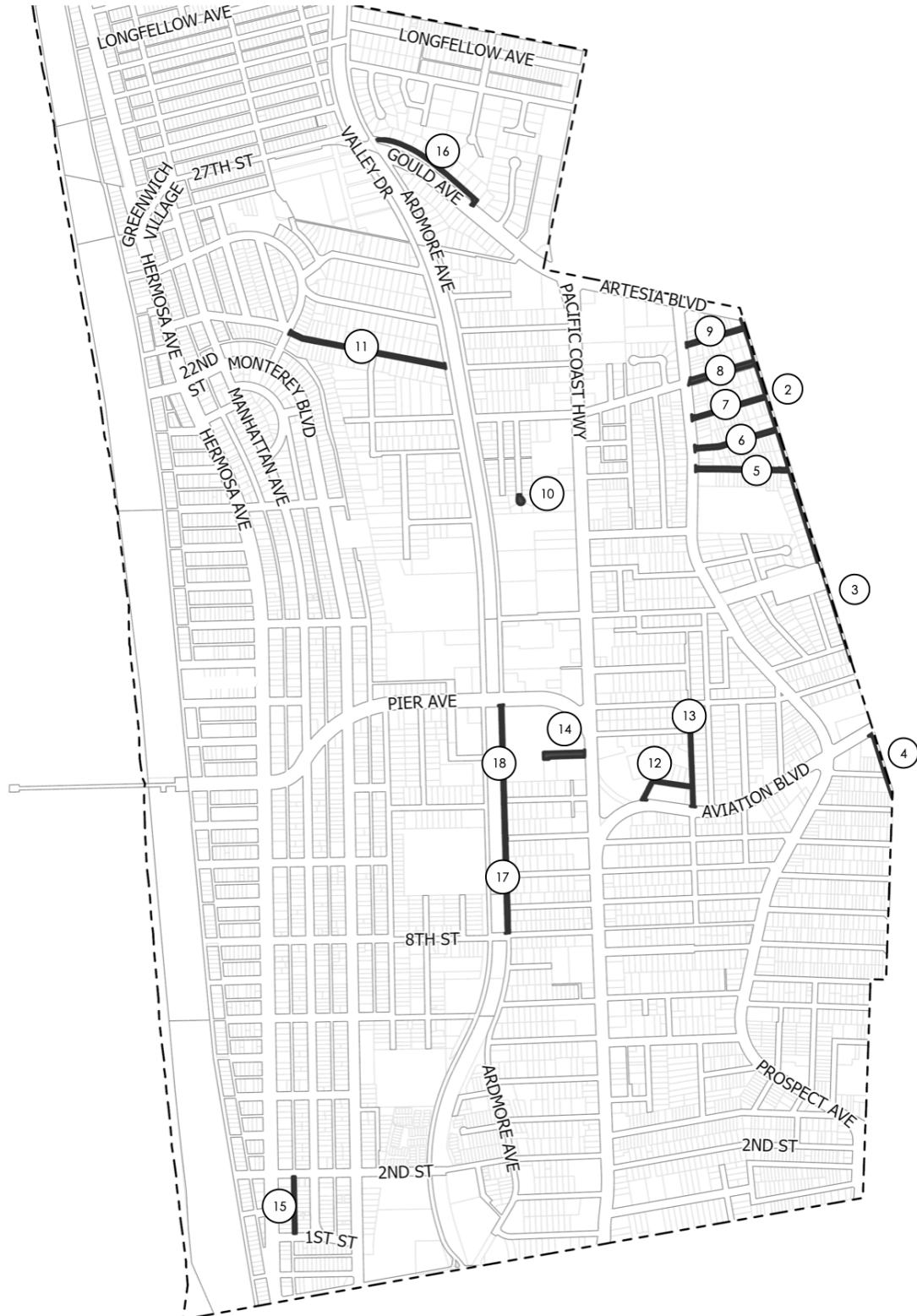
CITY ATTORNEY

Date



CITY OF HERMOSA BEACH

STREET IMPROVEMENTS VARIOUS LOCATIONS CIP 186 & CIP 190



KEY MAP

	STREET NAME	FROM	TO
1	Harper Ave.	Artesia Blvd	Carnegie Ln.
2	Harper Ave.	Carnegie Ln.	Palm St.
3	Harper Ave.	Aviation Blvd	11th St.
4	19th St	Harper Ave.	Prospect Ave.
5	20th St	Harper Ave.	Prospect Ave.
6	20th Pl	Harper Ave.	Prospect Ave.
7	21st St	Harper Ave.	Prospect Ave.
8	24th St	Harper Ave.	Prospect Ave.
9	Springfield Ave	Start of Asphalt area	Cul-de-sac
10	24th St	Valley Dr.	S. Park Ave.
11	Montgomery Dr.	Aubrey Park Ct.	Ocean Dr.
12	Aubrey Park Ct.	Aviation Blvd	Cul-de-sac
13	Aubrey Ct.	Aubrey Park Ct.	Cul-de-sac
14	Ocean Dr.	Aviation Blvd	14th St.
15	11th Place	PCH	Cul-de-sac
16	Palm Dr.	1st St.	2nd St.
17	Gould Terrace	Gould Ave	Cul-de-sac
18	Ardmore	8th St.	10th St.
19	Ardmore	10th St.	Pier Avenue



Staff Report

Staff Report

REPORT 21-0364

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

AWARD OF CONSTRUCTION CONTRACT FOR CIP 192 ANNUAL STRIPING IMPROVEMENTS AT VARIOUS LOCATIONS

(Interim Public Works Director Angela Crespi)

Recommended Action:

Staff recommends City Council:

1. Reject the low bidder, Chrisp Company for construction contract CIP 192 Annual Striping Improvements at Various Locations in the amount of \$60,947 due to unresponsiveness for failure to include a mandatory component;
2. Award the construction contract for CIP 192 Annual Striping Improvements at Various Locations to PCI, the lowest responsible bidder, in the amount of \$96,566;
3. Authorize the Interim Director of Public Works to establish a project contingency of \$3,434;
4. Adopt the attached resolution entitled, "A Resolution of The City Council of the City of Hermosa Beach Approving the Construction of CIP 192 Annual Striping Improvements at Various Locations Pursuant to Government Code Section 830.6 and Establishing A Project Payment Account;"
5. Authorize the Mayor to execute the construction contract and the City Clerk to attest, subject to approval by the City Attorney; and
6. Authorize the Interim Director of Public Works to file a Notice of Completion following final completion of the project.

Executive Summary:

Capital Improvement Project CIP 192 Annual Striping Improvements at Various Locations provides traffic restriping of five local streets and restriping of five public parking lots throughout the City.

Staff has received construction bids for CIP 192 Annual Striping Improvements and recommends City Council approval to award a construction contract to the lowest responsible bidder, PCI.

Background:

The 2020-21 Capital Improvement Program includes CIP 192 Annual Striping Improvements at Various Locations, which restripes approximately 4,150 linear feet of traffic striping at various

Staff Report

REPORT 21-0364

locations throughout the City and restripes five public parking lots to accommodate ADA compliant striping.

On May 6, 2021, the project was advertised in the Easy Reader, via the City's website, and with bid advertising agencies.

Analysis:

On May 20, 2021, four bids were received and opened. The apparent low bidder was Chrisp Company with a construction cost estimate of \$60,947. The apparent second lowest bidder was PCI with a construction cost estimate of \$96,566. The engineer's cost estimate, prepared by Michelle Licata from the Public Works Department, was \$97,496.25. The bid results are summarized below.

Bidder	Bid Amount
Chrisp Company	\$60,947.00
PCI	\$96,566.00
Sterndahl Enterprises, Inc.	\$120,015.00
Superior Pavement Marketing, Inc.	\$166,211.59

Staff reviewed the bids and found the bid from the apparent low bidder, Chrisp Company, to be unresponsive for failure to include a mandatory component. Due to error in bid schedule, the low bidder is unable to fulfill the construction contract in the amount bid was submitted and has requested the bid to be withdrawn. Staff reviewed the apparent second low bid and found the bidder, PCI, to be a responsible and responsive bidder. Furthermore, staff confirmed that PCI's contractor license is active and in good standing with the Contractor's State License Board, and the reference checks confirmed competency through projects similar in magnitude and character over the last several years.

Construction for this project is anticipated to begin in early July and would take approximately 28 working days to complete.

Notifications of commencement of construction would be sent to directly impacted residents prior to the beginning of construction, alerting them of construction dates, expected type of work, and phone numbers of key personnel involved with the construction of the project. Updates of the project will be posted on the City's website on a regular basis.

General Plan Consistency:

This report and associated recommendation have been evaluated for their consistency with the City's General Plan. Relevant Policies are listed below:

Staff Report

REPORT 21-0364

Infrastructure Element

Goal 2. Roadway infrastructure maintenance supports convenient, attractive, and complete streets and associated amenities.

Policies:

- **2.1 Preventative street maintenance.** Maintain streets, sidewalks, and other public rights-of-way to provide a reliable network for circulation through a proactive preventative maintenance program.
- **2.8 Timely repairs and maintenance.** Ensure that repairs and maintenance are completed in a timely manner when reported.

Fiscal Impact:

The City has sufficient funds appropriated in the Gas Tax Fund (account 115-8192-4201) and Capital Improvement Fund (account 301-8192-4205) to cover the construction contract of \$96,566 and contingency of \$3,434.

Attachments:

1. Bid Opening Log
2. Chrisp Company Bid Documents
3. PCI Bid Documents
4. Draft Resolution
5. Draft Agreement

Respectfully Submitted by: Michelle Licata, Assistant Engineer

Concur: Lucho Rodriguez, P.E., Deputy City Engineer

Concur: Angela Crespi, Interim Director of Public Works

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney

Approved: Suja Lowenthal, City Manager

CITY OF HERMOSA BEACH - BID SUMMARY LOG -

CIP No. CIP 192 Annual Striping Improvements Various Locations

#	COMPANY	COMPANY CONTACT (If Applicable)	BID RECEIVED DATE/TIME	AMOUNT OF BID	BID BOND 10%	ADDENDA
1.	Panda Osterwald Chisp Company		5/20/21, 1:00pm	60,947. ⁰⁰	Yes	
2.	Superior Pavement Marketing Inc.		5/20/21, 1:05pm	166,211. ⁵⁹	Yes	
3.	Panda Sterndahl Enterprises Inc		5/20/21, 1:07pm	120,015. ⁰⁰	Yes	
4.	PCI		5/20/21, 1:10pm	96,566. ⁰⁰	Yes	
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

Opened By Eduardo Samir Initials ES
 Attest: [Signature] Print
 City Clerk: [Signature] Date 5/20/21

Staff Present: Mickelundicata

IV. BID DOCUMENTS

A. PROPOSAL

CIP NO. 192

Annual Striping Improvements Various Locations

CONTRACTOR: Chrisp Company

Date: 5/19/2021

TO: City of Hermosa Beach
Honorable Mayor and Members of the City Council City Hall
Hermosa Beach, California, 90254

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

CIP NO. 192

Annual Striping Improvements Various Locations

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that he/she is registered with the Department of Industrial Relations.

Bid items costs shall include but not limited to mobilization, Bonds, Insurance, labor, equipment, materials, overhead, and profit, any and all other indirect costs shall be considered full compensation for each bid item.

All work shall be completed within (21) working days from the date the notice to proceed is issued by the Engineer.


Contractor Signature

1000000306
PWC Registration Number

B. BIDDING SCHEDULE

CIP NO. 192

Annual Striping Improvements Various Locations

ITEM NO.	KIND OF WORK	ESTIMATED QUANTITY	UNITS	PAYMENT REFERENCE	UNIT PRICE	TOTAL COST
				Fill in example below		
1	Traffic Control including Traffic control Plans	1	LS	703-11		\$ 3,500.00
2	Remove Pavement Markings	2055	SF	702-2	\$ 4.00	\$ 8,220.00
3	Remove Traffic Striping	3025	LF	702-2	\$ 1.50	\$ 4,537.50
4	Paint Pavement Markings	4121	SF	716-4	\$ 5.50	\$ 22,665.50
5	Paint Traffic Striping	4,152	LF	716-4	\$ 2.00	\$ 8,304.00
6	Remove Thermoplastic Markings	935	SF	716-4	\$ 4.00	\$ 3,740.00
7	Install Thermoplastic Markings	350	SF	716-4	\$ 6.00	\$ 2,100.00
8	Install Thermoplastic Crosswalks	730	SF	716-4	\$ 6.00	\$ 4,380.00
9	Remove sign post	16	EA	717-2	\$ 50.00	\$ 800.00
10	Fill in sign post hole with non-shrink grout	16	EA	717-2	\$ 75.00	\$ 1,200.00
11	Remove & Reinstall Wheel Stops	20	EA	718-2	\$ 75.00	\$ 1,500.00
	TOTAL					\$ 60,947.00

TOTAL BASE BID (IN WORDS):

Sixty thousand, nine hundred forty seven dollars and zero cents.

Note: The Project Contract will be awarded to the lowest responsible bidder, based on the lowest base bid amount.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of \$6094.70

Six thousand, ninety four dollars and seventy cents. Dollars, said amount being not less than 10 percent of the amount bid.

CONTRACTOR: Chrisp Company

CONTRACTOR'S STATE LICENSE NUMBER and Type: 374600 A, C13, C32

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Chrisp Company, (hereinafter referred to as "Contractor") intends to submit a bid to the City of Hermosa Beach, California, a Municipal Corporation, for the performance of certain work as required in the City of Hermosa Beach **Project No. 192** said work being: **Annual Striping Improvements Various Locations** as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and Hartford Fire Insurance Company a corporation organized and existing under the laws of the State of Connecticut, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Hermosa Beach, as Obligee, in the sum of Ten Percent (10%) of the Total Amount Bid Dollars (\$ 10%) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Hermosa Beach in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 17th day of May, 2021.

Chrisp Company
Principal
By [Signature]
Title Executive Vice President

Hartford Fire Insurance Company
Surety
By [Signature]
Title Julia Ortega, Attorney-in-Fact

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF San Bernardino

On May 19th, 2021, before me, Panda Mercedes Oesterblad, Notary Public, personally appeared David L Morris, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Signature of Notary Public

WITNESS my hand and official seal.

Panda Mercedes Oesterblad

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☒ Corporate Officer
Executive Vice President

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Bid Bond/Bid Documents

Title or Type of Document

Number of Pages

5/19/2021

Date of Document

Signer(s) Other Than Named Above

NOTARY ACKNOWLEDGMENT

State of North Carolina }

County of Wake }

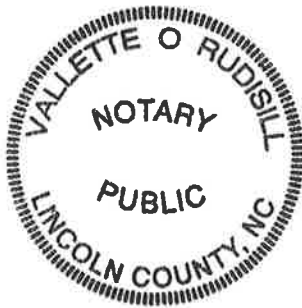
I, Vallette O. Rudisill, Notary Public, hereby certify that Julia Ortega, personally appeared before me this day and acknowledged the due execution of the foregoing instrument or conveyance. Witness my hand and official seal this 17th day of May and in the year 2021.


Notary Public

Print Vallette O. Rudisill

My commission expires: 9/24/2025

(Seal)



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ARTHUR J GALLAGHER & CO INS BRK CA
Agency Code: 57-554532

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Gillian Bhaskaran, Susan M. Exline, Virginia L. Black, Brian F. Cooper, Susan Hecker, M. Moody, Maureen O'Connell, Kevin Re, Janet C. Rojo, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian, Brittany Kavan, Thuyduong Le, Julia Ortega of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Noelle Ciccone
My Commission #FF029702
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 17, 2021

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

D. BIDDER'S ASSURANCE

CIP NO. 192

Annual Striping Improvements Various Locations

FROM:

Name of Bidder: Chrisp Company
Business Address: 43560 Osgood Road
Fremont, CA 94539
Telephone No: 909-746-0356

TO:

Members of the City Council
c/o City Hall
City of Hermosa Beach, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for:

CIP NO. 192

Annual Striping Improvements Various Locations

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY:  TITLE: Executive Vice President

E. BIDDER'S DECLARATION

CIP NO. 192

Annual Striping Improvements Various Locations


It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
 2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
 3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
 4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.
- The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.
- The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.
5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.
 6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.
 7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Chrisp Company
Contractor's Business Name

 Executive Vice President
Contractor Sign Title

43560 Osgood Road
Business Address: Street

David L Morris - Executive Vice President
By Title

Fremont, CA 94539
City State Zip

374600 A, C13, C32
Contractor's License No. and Classification

909-746-0356
Business Phone Number

5/19/2021
Date

David L Morris - Executive Vice President
Name Title

123 Pinnacle Ridge Court
Residence: Street

Danville, CA 94506
City State Zip

510-719-6453
Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

CIP NO. 192

Annual Striping Improvements Various Locations

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM Chrisp Company

TITLE OF PERSON SIGNING David L Morris - Executive Vice President

SIGNATURE David L Morris

DATE 5/19/2021

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

G. CERTIFICATION OF PRINCIPAL

CIP NO. 192

Annual Striping Improvements Various Locations

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

Signature: 

Name: David L Morris

Title: Executive Vice President

Name of Company: Chrisp Company

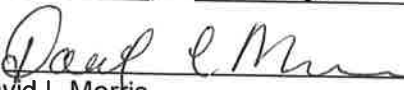
H. DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

CIP NO. 192
Annual Striping Improvements Various Locations

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:
“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”
“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”
4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 19th day of May, at Bloomington (place of execution), California.

Signature: 
Name: David L Morris
Title: Executive Vice President
Name of Company: Chrisp Company

I. NON-COLLUSION DECLARATION

CIP NO. 192

Annual Striping Improvements Various Locations

The undersigned declares:

I am the Executive Vice President of Chrisp Company, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/19/2021 [date], at Bloomington [city], California [state].

David L Morris

NAME OF BIDDER



SIGNATURE OF BIDDER

123 Pinnacle Ridge Court

ADDRESS OF BIDDER

Danville CA 94506
CITY STATE ZIP

J. REFERENCES OF WORK

CIP NO. 192

Annual Striping Improvements Various Locations

Date: 5/19/2021

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work **within the past five years.**

1.

City of Murrieta 1 Town Square, Murrieta, CA 92562

Name and address of Public Agency

Name and Telephone No. of Project Manager Jeff Petty 909-427-8276

\$203,969.33 Remove/Replace Traffic Striping & Markings 1/21/2021
Contract Amount Type of Work Date Completed

2.

City of Newport Beach 100 Civic Center Dr., Newport Beach, CA 92660

Name and address of Public Agency

Name and Telephone No. of Project Manager Porfirio Heredia 310-924-4944

\$273,031.00 Install Traffic Striping, Markings Delineators & Signs 10/29/2020
Contract Amount Type of Work Date Completed

3.

City of Indio 100 Civic Center Mall, Indio , CA 92201

Name and address of Public Agency

Name and Telephone No. of Project Manager Charlie Hoffman 760-625-1802

\$572,830.00 Remove/Replace, Temp Striping, Adding Bike Lanes 1/18/2021
Contract Amount Type of Work Date Completed

For additional References, please add separate sheets

Crisp Company - Completed Projects

Project Name	Contract Amount	Class Of work	Name & address of Owner	Contact	Telephone
CDOT Highway 660 05-0N6604	\$595,025.00	Pavement Striping Marking & Markers	CDOT 1120 N St Sacramento CA 95814	Bertha Roman	(831) 663-8900
Roadway Thermoplastic Striping	\$1,262,023.00	Pavement Striping Marking & Markers	City of Berkeley 2180 Milvia St # 3 Berkeley, CA 94704	Ashan	(510) 981-6416
Annual Restripe	\$145,227.00	Pavement Striping Marking & Markers	City of Alameda 950 W Mall Square Alameda, CA 94501	Philli Lee	(510) 749-5847
School Crosswalk Refurbished	\$48,783.50	Pavement Striping Marking & Markers	City of San Bruno 567 El Camino Real San Bruno, CA 94066	Jim Shannon	(510) 794-1443
Annual Striping and Signage	\$101,520.00	Pavement Striping Marking & Markers Signage	City if Morgan Hill 100 Edes St Morgan Hill, CA 95037	Lousie Eichhorn	(408) 776-7337
Citywide Striping	\$40,357.00	Pavement Striping Marking & Markers Removal	City of Menlo Park 701 Laurel St Menlo Park, CA 94025	Rich Angulo	(650) 330-6775
Safe Routes to School	\$178,213.25	Install Lighted Crosswalk Pavement Striping Markings & Markers	City of Brisbane 50 Park Pl Brisbane, CA 94005	Greg Morris	(415) 760-3053
Citywide Striping and Marking	\$111,415.00	Pavement Striping Marking & Markers	City of Dublin 4825 Gleason Dr Dublin, CA 94568	Ray Kuzbari	(925) 833-6630
Traffic Buttons	\$135,775.00	Pavement Striping Markers	City of Pleasanton 200 Old Bernal Ave Pleasanton, CA 94566	Jeff Walker	(925) 931-5689
Various Location Restripe	\$73,979.00	Pavement Striping Markers & Markings	City of San Leandro 14200 Chapman Rd San Leandro, CA 94578	Ron May	(510) 577-3376
Citywide Pavement Restriping	\$62,923.00	Pavement Striping Markers & Markings	City if Pleasant Hill 100 Gregory Ln Pleasant Hill, CA 94523	Eric Hu	(925) 671-5203
Blanco Road Safety Improvements	\$347,829.75	Pavement Striping Marking & Markers Removal	County of Monterey 168 W Alisal St Salinas, CA 93901	Billy Issa	(831) 755-5005
CDOT 05-SD,SLO-101-0.0/91.0, 0.0/08 05-1J7304	\$3,589,124.00	Pavement Striping Marking & Markers Removal	CDOT 1120 N St Sacramento CA 95814		(209) 473-6948
CDOT 10-STA-5-0.0/28.01 10-1H8704	\$1,389,983.00	Pavement Striping Marking & Markers Removal	CDOT 1121 N St Sacramento CA 95815		(209) 473-6948
CDOT 04-SOL-80-0.0/44.7 04-0Q5104	\$2,928,063.00	Pavement Striping Marking & Markers Removal	CDOT 1122 N St Sacramento CA 95816		(209) 473-6948
CDOT 06-FRE,MAD,TUK-99-VAR 06-0X5004	\$3,551,141.00	Pavement Striping Marking & Markers Removal	CDOT 1123 N St Sacramento CA 95817		(209) 473-6948
CDOT HWY 580, 80 Pavement Rehab 04-4H2214	\$312,073.57	Pavement Striping Marking & Markers Removal	CDOT 1123 N St Sacramento CA 95817		(209) 473-6948
Apple 280 Corridor Improvements	\$89,985.00	Pavement Striping Marking & Markers Removal	City of Cupertino 10300 Torre Ave Cupertino, CA 95014		(408) 777-3200
Runway Safety Area North Field	\$139,426.82	Pavement Striping Marking & Markers Removal	City of Oakland 249 Frank H Ogawa Plaza Oakland, CA 94611		(510) 238-3961
Broadway Keith Avenue to Golden Gate Way Bicycle Pedestrian	\$54,511.40	Pavement Striping Marking & Markers Removal	City of Oakland 250 Frank H Ogawa Plaza Oakland, CA 94612		(510) 238-3961
Citywide Street Resurfacing	\$756,205.73	Pavement Striping Marking & Markers Removal	City of Oakland 251 Frank H Ogawa Plaza Oakland, CA 94613		(510) 238-3962
Alameda Point Infrast. Improvements	\$148,387.69	Pavement Striping Marking & Markers Removal	City of Alameda 950 W Mall Square Alameda, CA 94501	Philli Lee	(510) 749-5847

Closed Contracts

Contract	Description	Contract Amount	Billing To Date	Last Billing Date
10B.16.988	04-3G59U4 ROUTE 205/580	1,115,420.63	1,305,390.22	11/16/19
10B.17.819	BAY AREA INFRASTRUCTURE I-880 EXPRESS LANES BAIFA-200	1,321,693.00	10,086.28	7/26/19
10C.18.593	04-0Q5004 04-CC,ALA-80-3.8/8.0, 10.1/12.7	1,065,023.00	1,199,007.83	12/31/18
10C.18.682	04-0Q9404 04-SCI-85-R11.5/R17.2	1,115,948.00	2,238,619.89	1/17/19
10C.18.733	2018 CAPE & SLURRY SEAL PWC 8195-P	1,467,049.05	2,133,368.07	4/6/19
10G.16.654	8082-2016 STREET SEALING PROJE	1,386,883.20	1,153,241.52	1/0/00
10G.17.669	2017 STREET SEALING PROJECT	2,243,750.00	2,579,526.30	8/11/18
10K.19.516	04-1J5614 , HWY 101 MANAGED LANES PROJECT	2,369,875.61	3,132,351.01	2/29/20
10M.18.669	8756-2018 ARTERIAL RESURFACING PROJECT	1,687,186.00	1,543,721.76	9/21/19
10P.18.743	2018 Street Sealing Project	4,461,797.62	4,414,459.77	6/15/19
10V.19.640	Pvmt Mgmt 2019 Proj-CIP Proj #905568	1,256,365.50	2,951,234.45	11/30/19
10V.19.679	DOT 9074 2019 Major Streets Sealing Project	3,787,015.23	1,786,809.18	12/1/19
20A.16.561	MY FIG PROJECT-FIGUEROA CORRIDOR STREETSCAPE IMPROVEMENTS	2,071,100.85	2,127,450.62	12/11/18
20A.19.529	12-0R4804 ROUTE 91 ORANGE CNTY TO LA CNTY	2,217,562.73	5,390,208.49	9/10/19
20C.18.506	05-1J7304 05-SB,SLO-101-0.0/91.0, 0.0/08	3,589,124.00	4,091,939.19	1/1/19
20C.19.518	05-1K4104 05-SB,SLO-41, 46, 154, 166-Various	4,476,182.90	3,545,556.53	10/7/19
20S.18.521	11-2N0104 373 ROUTE 98/111 CALEXICO CALTRANS	1,092,576.93	763,666.07	10/1/19
30C.18.523	10-1H8704 10-STA-5-0.0/28.01	1,389,983.00	1,424,200.47	12/6/18
40C.18.518	04-0Q5104 04-SOL-80-0.0/44.7	2,928,063.00	2,143,737.50	10/5/18
40Y.18.581	Roadway Striping Project-HRRRL 5922(107)	2,897,267.90	2,549,278.57	11/23/19
50C.18.507	06-0X5004 06-FRE,MAD,TUL-99-VAR	3,566,352.00	2,653,631.43	1/2/19

Chrisp Compnay for the last 10 years has averaged 1000 projects per year company wide. Additional information as to the following can be provided on a per project request 'owner contact', 'architect', 'engineer' and 'project manager'.

Contracts in Progress

Contract	Description	Contract Amount	Billing to Date	Last Billing Date
10B.18.758	#3996-I-680 HOV Lane Conv, CCTA #491, #04-4H6101	2,495,049.82	556,150.16	4/11/20
10D.19.623	2019 Major Streets Resurfacing Project # 1	1,074,407.60	653,683.22	11/9/19
10G.18.906	Mathilda Ave Improvements	1,149,532.00	383,478.50	4/4/20
10G.19.683	8710-2019 Local Street Microsurfacing Project PW 8710	1,420,860.00	1,678,745.50	2/19/20
10J.18.599	04-4H5804 HWY 880 FREMONT TO HIGH STREET	1,565,886.70	1,302,352.92	12/21/19
10L.19.611	Warm Springs Ph 1 Tr 8286 35163638	1,050,402.00	134,699.25	3/14/20
10M.19.643	9164 - 2019 Major Streets Resurfacing Project # 2	1,284,630.53	959,643.33	12/14/19
10S.19.818	On-Call Services For Traffic Control Devices COS2019	1,000,000.00	-	4/18/20
20C.18.520	07-4W2304 07-LA,Ven-101-0.0/38.2,0.0/43.6	12,554,438.32	11,129,135.35	4/18/20
30C.19.501	10-1J5604 10-SJ-12,120,205,580-Var	3,551,903.50	3,770,018.43	2/19/20
30G.19.554	10-1H4104 I-5 RHMA OVERLAY	1,143,630.00	1,169,886.00	2/4/20
40S.18.632	HSIP 8 TRAFFIC SAFETY ENHANCEMENTS PROJECT	1,903,580.80	1,888,677.61	1/4/20

Chrisp Compnay for the last 10 years has averaged 1000 projects per year company wide. Additional information as to the following can be provided on a per project request 'owner contact', 'architect', 'engineer' and 'project manager'.

K. SUBCONTRACTORS LIST

CIP NO. 192

Annual Striping Improvements Various Locations

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each bidder shall set forth below: (a) the name and location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.:
List all Subcontractors

N/A

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No. and Type	DIR Registration No.
Phone No.	Dollar Amount of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No. and Type	DIR Registration No.
Phone No.	Dollar Amount of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No. and Type	DIR Registration No.
Phone No.	Dollar Amount of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No. and Type	DIR Registration No.
Phone No.	Dollar Amount of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No. and Type	DIR Registration No.
Phone No.	Dollar Amount of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No. and Type	DIR Registration No.
Phone No.	Dollar Amount of Work

Percent of work to be performed by sub-contractors: 0%
 (Note: 50% of work required to be performed by general contractor)
 For additional Sub-Contractors, please add separate sheet

L. IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☒ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____

Printed Name: David L Morris

Title: Executive Vice President

Firm Name: Chrisp Company

Date: 5/19/2021

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: Chrisp Company

DIR Registration Number: 1000000306

DIR Registration Expiration: 6/30/2021

Small Project Exemption: Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Chrisp Company

Signature David L Morris

Name and Title David L Morris - Executive Vice President

Dated 5/19/2021

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

IV. BID DOCUMENTS

A. PROPOSAL

CIP NO. 192

Annual Striping Improvements Various Locations

CONTRACTOR: PCI

Date: 5/14/2021

TO: City of Hermosa Beach
Honorable Mayor and Members of the City Council City Hall
Hermosa Beach, California, 90254

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

CIP NO. 192

Annual Striping Improvements Various Locations

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that he/she is registered with the Department of Industrial Relations.

Bid items costs shall include but not limited to mobilization, Bonds, Insurance, labor, equipment, materials, overhead, and profit, any and all other indirect costs shall be considered full compensation for each bid item.

All work shall be completed within (21) working days from the date the notice to proceed is issued by the Engineer.



Contractor Signature

1000005687

PWC Registration Number

B. BIDDING SCHEDULE

CIP NO. 192

Annual Striping Improvements Various Locations

ITEM NO.	KIND OF WORK	ESTIMATED QUANTITY	UNITS	PAYMENT REFERENCE	UNIT PRICE	TOTAL COST
				Fill in example below		
1	Traffic Control including Traffic control Plans	1	LS	703-11		\$22,935.00
2	Remove Pavement Markings	2055	SF	702-2	\$3.90	\$8,014.50
3	Remove Traffic Striping	3025	LF	702-2	\$3.50	\$10,587.50
4	Paint Pavement Markings	4121	SF	716-4	\$8.00	\$32,968.00
5	Paint Traffic Striping	4,152	LF	716-4	\$1.50	\$6,228.00
6	Remove Thermoplastic Markings	935	SF	716-4	\$5.80	\$5,423.00
7	Install Thermoplastic Markings	350	SF	716-4	\$9.10	\$3,185.00
8	Install Thermoplastic Crosswalks	730	SF	716-4	\$2.50	\$1,825.00
9	Remove sign post	16	EA	717-2	\$100.00	\$1,600.00
10	Fill in sign post hole with non-shrink grout	16	EA	717-2	\$50.00	\$800.00
11	Remove & Reinstall Wheel Stops	20	EA	718-2	\$150.00	\$3,000.00
	TOTAL					\$96,566.00

TOTAL BASE BID (IN WORDS):

Ninety-Six Thousand, five hundred Sixty Six dollars and zero cents

Note: The Project Contract will be awarded to the lowest responsible bidder, based on the lowest base bid amount.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of _____

Bidders Bond Dollars, said amount being not less than 10 percent of the amount bid.

CONTRACTOR: PCI

CONTRACTOR'S STATE LICENSE NUMBER and Type: 823802 C-32

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, PCI, (hereinafter referred to as "Contractor") intends to submit a bid to the City of Hermosa Beach, California, a Municipal Corporation, for the performance of certain work as required in the City of Hermosa Beach **Project No. 192** said work being: **Annual Striping Improvements Various Locations** as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and The Ohio Casualty Insurance Company a corporation organized and existing under the laws of the State of New Hampshire, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Hermosa Beach, as Obligee, in the sum of Ten Percent of the Total Amount of the Bid Dollars (\$ 10%) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Hermosa Beach in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 14th day of May, 2021.

PCI
Principal
By [Signature]
Title William G Jacob President/owner

The Ohio Casualty Insurance Company
Surety
By [Signature]
Title Lourdes Landa, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205520-969520**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Saumur; Lourdes Landa; Mark W. Rosskopf; Terri Amsbury

all of the city of Anaheim state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Orange)

On 5-14-21 before me, Lisa Marie Saumur, Notary Public,
(here insert name and title of the officer)

personally appeared Lourdes Landa

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

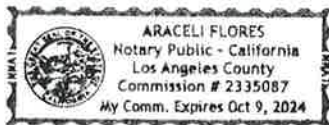
State of California

County of Los Angeles }

On May 19, 2021 before me, Araceli Flores, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William G. Jacob
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

D. BIDDER'S ASSURANCE

CIP NO. 192

Annual Striping Improvements Various Locations

FROM:

Name of Bidder: PCI

Business Address: 975 W 1st Street, Azusa, CA 91702

Telephone No: (562) 218-0504

TO:

Members of the City Council
c/o City Hall
City of Hermosa Beach, California

Members of the City Council:

Pursuant to your published Notice Inviting Bids for:

CIP NO. 192

Annual Striping Improvements Various Locations

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY: Jaime Villegas

TITLE: Project manager



E. BIDDER'S DECLARATION

CIP NO. 192

Annual Striping Improvements Various Locations

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
 2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
 3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
 4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.
- The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.
- The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.
5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.
 6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.
 7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

PCI
Contractor's Business Name

975 W 1st Street
Business Address: Street

AZUSA, CA, 91702
City State Zip

(562) 218-0504
Business Phone Number

William G. Jacob President/owner
Name Title

AZUSA, CA, 91702
City State Zip

 President/owner
Contractor Sign Title

William G. Jacob President/owner
By Title

823802 C-32
Contractor's License No. and Classification

5/19/2021
Date

975 W 1st Street
Residence: Street

(562) 218-0504
Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

CIP NO. 192

Annual Striping Improvements Various Locations

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM PCI

TITLE OF PERSON SIGNING President / owner

SIGNATURE 

DATE 5/14/2021

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

G. CERTIFICATION OF PRINCIPAL

CIP NO. 192

Annual Striping Improvements Various Locations

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

Signature: 

Name: William G. Jacob

Title: President / owner

Name of Company: PCI

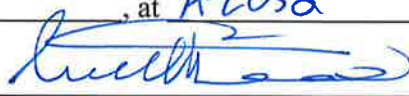
H. DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

CIP NO. 192
Annual Striping Improvements Various Locations

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:
“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”
“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”
4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this Fourteenth day of May 2021, at Arusa (place of execution), California.

Signature: 
Name: William G. Jacob
Title: President / owner
Name of Company: PCE

I. NON-COLLUSION DECLARATION

CIP NO. 192

Annual Striping Improvements Various Locations

The undersigned declares:

I am the President/Owner of PCI, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/19/2021 [date], at Azusa [city], California [state].

William G. Jacob
NAME OF BIDDER

[Signature]
SIGNATURE OF BIDDER

975 W 1st Street
ADDRESS OF BIDDER

Azusa CA 91702
CITY STATE ZIP

J. REFERENCES OF WORK

CIP NO. 192

Annual Striping Improvements Various Locations

Date: 5/14/2021

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work **within the past five years.**

1.

City of Santa Monica 2500 Michigan Ave, Santa Monica CA
Name and address of Public Agency

Name and Telephone No. of Project Manager Kori Jones (310) 458-2201

\$218,979

Traffic Striping

07/13/2016

Contract Amount

Type of Work

Date Completed

2.

City of Claremont 207 Harvard Ave, Claremont, CA 91711
Name and address of Public Agency

Name and Telephone No. of Project Manager Joe (909) 917-4045

\$92,700

Street Striping

06/2020

Contract Amount

Type of Work

Date Completed

3.

City of Irwindale 5050 N. Irwindale Ave, Irwindale CA 91706
Name and address of Public Agency

Name and Telephone No. of Project Manager Alba Lemus (818) 224-1671

\$96,702

As Needed Striping

08/2018

Contract Amount

Type of Work

Date Completed

For additional References, please add separate sheets

K. SUBCONTRACTORS LIST

CIP NO. 192

Annual Striping Improvements Various Locations

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each bidder shall set forth below: (a) the name and location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.:
List all Subcontractors

Sub-Contractors Name: <i>None</i>	Address:
Description of Work:	
CSLB Contractor License No. and Type	DIR Registration No.
Phone No.	Dollar Amount of Work

Sub-Contractors Name: <i>None</i>	Address:
Description of Work:	
CSLB Contractor License No. and Type	DIR Registration No.
Phone No.	Dollar Amount of Work

Sub-Contractors Name: <i>None</i>	Address:
Description of Work:	
CSLB Contractor License No. and Type	DIR Registration No.
Phone No.	Dollar Amount of Work

Sub-Contractors Name: <i>None</i>	Address:
Description of Work:	
CSLB Contractor License No. and Type	DIR Registration No.
Phone No.	Dollar Amount of Work

Sub-Contractors Name: <i>None</i>	Address:
Description of Work:	
CSLB Contractor License No. and Type	DIR Registration No.
Phone No.	Dollar Amount of Work

Sub-Contractors Name: <i>None</i>	Address:
Description of Work:	
CSLB Contractor License No. and Type	DIR Registration No.
Phone No.	Dollar Amount of Work

Percent of work to be performed by sub-contractors: _____ %
 (Note: 50% of work required to be performed by general contractor)
 For additional Sub-Contractors, please add separate sheet

L. IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☒ The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: 

Printed Name: William G. Jacob

Title: President / owner

Firm Name: PCI

Date: 5/14/2021

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: PCI

DIR Registration Number: 1000005687

DIR Registration Expiration: 6/30/2022

Small Project Exemption: Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder: PCI

Signature [Signature]

Name and Title William G Jacob President/owner

Dated 5/19/2021

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

RESOLUTION NO. 20-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERMOSA BEACH
APPROVING THE CONSTRUCTION OF CIP NO. 192 ANNUAL STRIPING
IMPROVEMENTS VARIOUS LOCATIONS PURSUANT TO GOVERNMENT
CODE SECTION 830.6 AND ESTABLISHING A PROJECT PAYMENT
ACCOUNT;**

The City Council of the City of Hermosa Beach does resolve as follows:

The City Council finds and declares as follows:

The City Engineer designed and prepared the plans for CIP NO. 192 Annual Striping Improvements Various Locations;

The Deputy City Engineer finds that the plans are complete and the Project may be constructed; and

The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

Design Immunity; Authorization.

The design and plans for the Project are determined to be consistent with the City's standards and are approved;

The design approval set forth in this Resolution occurred before actual work on the Project construction commenced;

The approval granted by this Resolution conforms with the City's General Plan;

The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution; and

The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

Project Payment Account;

For purposes of the Contract Documents administering the Project, the City establishes an account containing sufficient monies from the current and following fiscal year budget to pay for the Project. This Account

is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

The City Clerk is directed to certify the adoption of this Resolution.

This Resolution will become effective immediately upon adoption.

Now, therefore, be it resolved, that the City of Hermosa Beach City Council hereby adopts Resolution No. 20-XXXX on June 22nd, 2021.

PASSED, APPROVED, AND ADOPTED this 22nd day of June, 2021.

MAYOR of the City of Hermosa Beach, California

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

I, Eduardo Sarmiento, City Clerk of the City of Hermosa Beach, California, do hereby certify that the foregoing Resolution No. 20-XXXX was duly and regularly passed and adopted by the City Council of the City of Hermosa Beach, California, at its adjourned regular meeting held on the 22nd day of June, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

A. CONTRACT AGREEMENT

This Construction Agreement ("Agreement") is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between PCI (hereinafter referred to as "CONTRACTOR") and the City of Hermosa Beach, California, a municipal corporation (hereinafter referred to as "CITY").

R E C I T A L S

- A. Pursuant to the Notice Inviting Sealed Bids for CIP 192, Annual Striping Improvements ("Project"), bids were received, publicly opened, and declared on the date specified in the notice; and
- B. On June 22, 2021 City's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR; and
- C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the CIP 192, Annual Striping Improvements in the City of Hermosa Beach.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

- 1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the CIP 192 Annual Striping Improvements in the City of Hermosa Beach. The work shall be performed in accordance with the Plans and Specifications dated May 10, 2021 (the "Specifications") on file in the office of the City Clerk and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal and in accordance with the instructions of the City Engineer.
- 2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Builders General Provisions, Standard Specifications latest edition, Special Provisions, Exhibit A and Exhibit B, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, the Builders General Provisions and the Standard Specifications, in that order, shall control. Collectively, these contract documents

constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal \$96,566.00 as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 30 calendar days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time.
5. LIQUIDATED DAMAGES: In accordance with Government Code section 53069.85, it is agreed that CONTRACTOR will pay to CITY the sum set forth in Exhibit "A" for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, CONTRACTOR agrees CITY may deduct that amount from any money due or that may become due CONTRACTOR under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.
6. SUBSTITUTION OF SECURITIES: Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR may request CITY to make retention payments directly to an escrow agent or may substitute securities for any money withheld by CITY to ensure performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a state or federally chartered bank as the escrow agent who shall return such securities to CONTRACTOR upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.
7. PREVAILING WAGES AND CALIFORNIA LABOR LAWS.

Pursuant to Labor Code §§ 1720 *et seq.*, and as specified in 8 California Code of Regulations § 16000 ("Prevailing Wage Laws"), CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements, and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply

with the Prevailing Wage Laws. CONTRACTOR and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of

Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

The CONTRACTOR or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR must comply with this section. Should noncompliance still be evident after such 10-day period, CONTRACTOR shall, as a penalty to CITY, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on CONTRACTOR. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

By executing this Contract, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the Labor Code.

9. PUBLIC WORKS CONTRACTOR REGISTRATION: Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
10. LABOR COMPLIANCE AND STOP ORDERS: This Project is subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against CONTRACTOR or any subcontractor that affect CONTRACTOR's performance of Work, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay subject to any applicable liquidated damages and shall not be compensable by the CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
11. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS: Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
12. LABOR/EMPLOYMENT SAFETY: CONTRACTOR shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States

CONTRACTOR shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. CONTRACTOR shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

CONTRACTOR shall submit the Illness and Injury Prevention Program and a Project site specific safety program to CITY prior to beginning Work at the Project site. CONTRACTOR shall maintain a confined space program that meets or exceeds the CITY Standards. CONTRACTOR shall adhere to CITY's lock out tag out program

13. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
14. CONTRACTOR'S LIABILITY: The City of Hermosa Beach and its officers, agents and employees ("Indemnites") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

To the fullest extent permitted by law, CONTRACTOR will indemnify Indemnities against and will hold and save Indemnites harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnites covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnites harmless therefrom.

- c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, to the extent required by Civil Code section 2782, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

15. THIRD PARTY CLAIMS. In accordance with Public Contract Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

16. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
17. INSURANCE: CONTRACTOR shall procure and maintain for the duration of the Agreement, and for 5 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.
- a. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:
- i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
 - iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - iv. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
 - v. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - vi. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - vii. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

- b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the CONTRACTOR shall obtain coverage to reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - ii. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 - iii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the CITY.
- d. Builder's Risk (Course of Construction) Insurance.
 - i. CONTRACTOR may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the CITY as a loss payee as their interest may appear.
 - ii. If the Project does not involve new or major reconstruction, at the option of the CITY, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or

equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the CITY's site.

- e. **Claims Made Policies.** If any coverage required is written on a claims-made coverage form:
 - i. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
 - iv. A copy of the claims reporting requirements must be submitted to the CITY for review.
 - v. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.
- f. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the CITY.
- g. **Waiver of Subrogation.** CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- h. **Verification of Coverage.** CONTRACTOR shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

- i. Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
 - j. Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
18. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
19. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
20. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
21. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

22. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for four years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
23. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
24. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
25. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's city manager may execute any such amendment on CITY's behalf.
26. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH
1315 Valley Drive
Hermosa Beach, CA 90254

Attention: Michelle Licata, Project Manager

CONTRACTOR:

Attention: _____

27. DISPUTES. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

Claims. For purposes of this Section, "Claim" means a separate demand by CONTRACTOR, after a change order duly requested in accordance with the terms of this Contract has been denied by the CITY, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of CONTRACTOR pursuant to the Contract, or (C) an amount the payment of which is disputed by the CITY. A "Claim" does not include any demand for payment for which CONTRACTOR has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until CONTRACTOR completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and CONTRACTOR's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the CITY and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

Supporting Documentation. The CONTRACTOR shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

Specifications
Drawings
Clarifications (Requests for Information)
Schedules
Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If CONTRACTOR's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, CONTRACTOR shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

City's Response. Upon receipt of a claim pursuant to this Section, CITY shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

If CITY needs approval from its governing body to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, CITY shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

Within 30 days of receipt of a claim, CITY may request in writing additional documentation supporting the claim or relating to defenses or claims CITY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of CITY and the CONTRACTOR.

CITY's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

Meet and Confer. If the CONTRACTOR disputes CITY's written response, or CITY fails to respond within the time prescribed, the CONTRACTOR may so notify CITY, in writing, either within 15 days of receipt of CITY's response or within 15 days of CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, CITY shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, CITY shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after CITY issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with CITY and CONTRACTOR sharing the associated costs equally. CITY and CONTRACTOR shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by CITY and CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

The mediation shall be held no earlier than the date CONTRACTOR completes the Work or the date that CONTRACTOR last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the CITY. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the CITY. A Government Code claim must be filed no earlier than the date the work is completed or the date CONTRACTOR last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

Non-Waiver. CITY's failure to respond to a claim from CONTRACTOR within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. CITY's failure to respond shall not waive CITY's rights to any subsequent procedures for the resolution of disputed claims.

24. NON-DISCRIMINATION: Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
25. TERMINATION: This Contract may be terminated by CITY at any time, either with or without cause, by giving CONTRACTOR three (3) days advance written notice. In the event of termination by CITY for any reason other than the fault of CONTRACTOR, CITY shall pay CONTRACTOR for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, CITY may terminate the Contract immediately without notice, may reduce payment to CONTRACTOR in the amount necessary to offset CITY's resulting damages, and may pursue any other available recourse against CONTRACTOR. CONTRACTOR may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by CONTRACTOR in connection with its performance of this Contract.
26. ANTI-TRUST CLAIMS: This provision shall be operative if this Contract Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Contract Agreement to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract Agreement. This assignment shall be made and become effective at the time the Agency tender final payment to Contractor, without further acknowledgment by the Parties.
27. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
28. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

29. FORCE MAJEURE. If CONTRACTOR is delayed in the performance or progress of the work by a Force Majeure Event, then the CONTRACTOR shall be entitled to a time extension, as provided in the contract documents, when the work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be CONTRACTOR's sole and exclusive remedy for such delays and the CONTRACTOR will not receive an adjustment to the contract price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the contract documents. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of CONTRACTOR and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.
30. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.
31. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
32. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California
CONTRACTOR'S License No. _____

CONTRACTOR

Date By: _____
TITLE

CITY OF HERMOSA BEACH, CALIFORNIA

Date By: _____
MAYOR

ATTEST:

Date By: _____
CITY CLERK

CONTRACTOR'S Business Phone _____

Emergency Phone at which CONTRACTOR can be reached at any time: () _____

APPROVED AS TO FORM:

CITY ATTORNEY

Date



Staff Report

Staff Report

REPORT 21-0381

Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021

A LETTER OF SUPPORT FOR THE HERMOSA BEACH CITY SCHOOL DISTRICT'S EFFORTS TO IMPLEMENT ITS EQUITY & INCLUSION GOALS

(Deputy City Manager Angela Crespi)

Recommended Action:

Staff recommends City Council authorize a letter to the Hermosa Beach City School District (HBCSD) in support of efforts to implement its Equity and Inclusion goal and authorize the Mayor to sign it on behalf of the City.

Executive Summary:

The Hermosa Beach Board of Education established goals for the Hermosa Beach City School District (HBCDS) for 2021-2022, which included the goal of Equity and Inclusion (**Attachment 1**). In order to address the goal, the HBCSD Board approved an Equity Resolution approving the formation of the Equity Task Force (**Attachment 2**).

The Board has adopted the Equity Task Force recommendations (**Attachment 3**) and is now in the implementation phase. City staff seek Council authorization to submit a letter of support of the HBCSD efforts to implement its Equity and Inclusion goals on behalf of the City of Hermosa Beach (**Attachment 4**).

Background:

The Hermosa Beach Board of Education established three main goals for the Hermosa Beach City School District (HBCDS) for the 2021-2022 school year including: Equity and Inclusion; Culture of Excellence; and Financial Stewardship. On September 23, 2020, the HBCSD Board of Education approved an Equity Resolution identifying priority areas and approving formation of an Equity Task Force.

Over the course of the past year, the Equity Task Force has worked to create a comprehensive plan and full Equity Agenda. On June 9, 2021, the Board of Education adopted the Equity Task Force recommendations to fulfill HBCSD's Equity & Inclusion goal for 2021-2022.

Staff Report

REPORT 21-0381

At its regular meeting on June 8, 2021, City Council approved placing consideration of a letter of support for the HBCDS efforts to implement its Equity and Inclusion Goals on the next regular meeting agenda.

Past Council Actions

Meeting Date	Description
June 8, 2021 (Regular Meeting)	Mayor Massey requests the City Council direct staff to place on the next regular session agenda a letter of support for the HBCSD efforts to implement its equity and inclusion goals.

Discussion:

The City of Hermosa Beach takes pride in efforts to promote equity and inclusion throughout the community, including those initiated by community partners such as the Hermosa Beach School District. The Hermosa Beach Board of Education established goals for the Hermosa Beach City School District (HBCDS) for 2021-2022, which included the goal of Equity and Inclusion.

On September 23, 2020, the HBCSD Board of Education approved an Equity Resolution identifying priority areas and approving formation of an Equity Task Force. The Equity Task Force has now completed its work to create a comprehensive plan and full Equity Agenda. On June 9, 2021, the Board of Education adopted the Equity Task Force recommendations and the HBCSD is currently in the implantation phase of the plan.

Developing twenty-first century leaders, critical thinkers, thoughtful listeners, effective collaborators, global citizens, and compassionate contributors to the Hermosa Beach community is a goal that is shared by the City of Hermosa Beach and the HBCSD. Approval of the letter of support to HBCSD would not only express City Council support for its efforts to implement the Equity and Inclusion goals, but would also increase visibility and awareness of its efforts.

General Plan Consistency:

This report and associated recommendation have been evaluated for their consistency with the City's General Plan. Relevant Policies are listed below:

Governance Element

Goal 4. A leader and partner in the region.

Policies:

- **4.1 Regional Governance.** Play an active role in the South Bay Cities Council of Governments, the Southern California Association of Governments and other regional agencies to protect and promote the interest of the City.
- **4.3 Collaboration with adjacent jurisdictions.** Maintain strong collaborative relationships with

Staff Report

REPORT 21-0381

adjacent jurisdictions and work together on projects of mutual interest and concern.

Fiscal Impact:

There are no fiscal impacts associated with this recommendation.

Attachments:

1. HBCSD Goals 2021-2022
2. HBCSD Equity Resolution
3. HBCSD Equity Task Force Recommendations
4. Draft Letter of Support

Respectfully Submitted by: Angela Crespi, Deputy City Manager

Approved: Suja Lowenthal, City Manager

HBCSD Goals 2021-2022

Equity • Excellence • Finance

Equity & Inclusion

- Diversity, Equity, and Inclusion Awareness
- Intervention Support
- Social Emotional Wellness

Culture of Excellence

- Student Achievement
- Professional Development
- Signature Programs

Financial Stewardship

- Enrollment
- Measure S
- Community Partners

Goal	
Equity and Inclusion	<ol style="list-style-type: none"> 1. Develop Diversity, Equity, and Inclusion (DEI) awareness and capacity with staff through collaboration, consultancy, and professional development. <ul style="list-style-type: none"> Assess improvement efforts and school climate through continuous feedback from the California Healthy Kids Survey, Panorama, and Net Promoter Score (NPS) Score. 2. Target, support and improve the achievement and wellness of students performing below grade-level and/or at-risk with strategic Tier I-III interventions. <ul style="list-style-type: none"> Implement Student Success Teams (SST) and intervention systems for data-driven to decrease the number of students performing below grade-level and referred to Special Education from 19-20 and 20-21 levels. Incorporate best practices into professional development and ongoing staff support to improve staff assessment of working with at-risk learners. 3. Continue and expand social emotional programming through community engagement, counselor capacity, and schoolwide programs/curriculum as demonstrated by improved school climate indicators. <ul style="list-style-type: none"> Develop staff wellness plan to support the health and well-being of HBCSD employees.
Culture of Excellence	<ol style="list-style-type: none"> 1. Improve academic achievement in ELA/Math from 20-21 Trimester 3 iReady performance by establishing a triangulated benchmark system, a clear baseline, and collaborative achievement goals at Grades K-5 and 6-8 for 21-22 and 22-23. <ul style="list-style-type: none"> Audit curriculum fidelity and effectiveness to Eureka Math, Amplify Science, and F&P Benchmark and support implementation. Conduct study of HBCSD performance at the high school level and develop a system of “HS readiness” preparation. Present triangulated data, analyze, and set goals in context of South Bay school performance.

	<ol style="list-style-type: none"> 2. Establish a standard system of professional development and implement a strategic plan as measured by collaborative learning time, teacher survey, and student performance. <ul style="list-style-type: none"> • Form an instructional schedule that supports professional learning and collaboration time. • Develop a partnership between Instructional Leadership Teams, HBEA, and the District to determine professional development. • Facilitate alternative collaboration for teacher-led innovation and instructional practices. 3. Improve and expand classroom programs by matching/increasing funding, restructuring areas of priority, and promoting successes. <ul style="list-style-type: none"> • Sustain or expand STEM/Robotics programs, Arts/Music, Library/Reading, and other 21st century learning programs. • Create a 3-5 year plan for curriculum adoption. • Substantiate “Thrive K — Life” with positive engagement between community and programming.
Financial Stewardship	<ol style="list-style-type: none"> 1. Increase enrollment to return to 2019-2020 level (1345 students) and/or exceed it by 2022-2023. <ul style="list-style-type: none"> • Implement and promote full-day kindergarten. • Secure on-site childcare programming both before and after school and afterschool enrichment. • Promote a culture of excellence and permit program to attract Hermosa residents and neighboring communities. 2. Complete View construction project by July 2022 within or under budget. <ul style="list-style-type: none"> • Develop a fiscally sustainable plan to staff and program a three-school system for 2022-2023. 3. Expand community/business partnerships with local and non-local organizations as demonstrated by increased donations (\$ amount) and educational programs. <ul style="list-style-type: none"> • Secure an increase of revenue through facility usage of (\$ amount). • Investigate and develop a three-year plan to achieve additional revenue through a ballot measure.

*Some goal objectives are multi-year outcomes that will be reviewed annually for progress.

Hermosa Beach City School District's Equity Resolution

September 23, 2020

Whereas the HBCSD Board of Trustees represents a community with 2 distinct campuses (View and Valley) and a third under construction (North), and approximately 1350 students.

Whereas the HBCSD Board of Trustees is responsible for the following:

- Setting the direction for the community's schools
- Establishing an effective and efficient structure for the district
- Providing support through our behavior and actions
- Ensuring accountability to the public
- Acting as community leaders

Whereas the HBCSD Board of Trustees believes that equity among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

Whereas the HBCSD Mission is in partnership with our community, to prepare students to thrive by providing a relevant education, a safe and healthy environment, and an inclusive culture.

Whereas the HBCSD Board of Trustees is committed to an environment that supports learning and includes these core values: Community Engagement, Culture of Excellence, Global Citizenship, Respect and Inclusion, Responsible Stewardship, Rigor and Relevancy, Safety and Well-being.

Whereas the HBCSD Board of Trustees represents a student population that has:

- An Ethnic Diversity Ratio of (35) based on 2019/2020 Ed Data Educational Data Partnership (Our surrounding district schools report an Ethnic Diversity Ratio between 40 and 62. Manhattan Beach Elem Schools rank 4 of 5 and RBUSD Elem Schools 8 of 8 rank between 40 and 62 on the 8 race/ethnicity categories. An increased ratio indicates a greater diversity among the school population)

- 27/1350 (2%) English language learners
- 139 (10%) that identify as two or more races
- 250/1350 (19%) of the student body being self reported as identifying as a race/ethnicity other than Caucasian
- 74/1350 (5%) that identify as Asian
- 11 /1350 (.8%) that identify as Black
- 171/1350 (13%) that identify as Hispanic/Latino students
- 80/1350 (6%) that identify as low socio-economic
- 150/1350 (11%) that identify as students with disabilities
- 27% of the 7th graders from the 2018/19 California Healthy Kids Survey (CHKS) reported feeling neutral or unsafe at school
- 35% of 7th graders experienced harassment per their answers on the 2018/19 CHKS
- 42% had mean rumors spread about them per their feedback on the 2018/19 CHKS

Whereas the HBCSD Board of Trustees has not gathered information from all Hermosa Beach Students that identify LGBTQ+. However based off the 2018/2019 CHKS sample of 99 - 7th graders, the following numbers indicated how students identified:

- 1- gay/lesbian
- 5- bisexual
- 9- I'm not sure
- 2- Something else
- 5- declined
- 2- Not sure if they are transgender

Whereas the HBCSD Board of Trustees has not gathered information re: the identified race/ethnicity of the staff and parent community.

Whereas the HBCSD Board of Trustees was made aware of issues at schools sites from students, parent community and survey results regarding racism, and bullying that need to be addressed at school sites and in the community, and supported by student data from the CHKS of 2018/2019.

Whereas, throughout our nation's history, institutional and structural racism and injustice have led to deepening racial and equity disparities across all sectors of society and have lasting negative consequences for our communities and nation; and

Whereas, students of all races, ethnicities, socioeconomic statuses, genders, gender identities, sexual orientation, cultures, religions, family and home structures, and abilities continue to experience microaggressions, racial profiling, hate incidents, and racial bias/bias in all systems they encounter, including our school district; and

Whereas, we recognize that discrimination, bias, and racist incidents against students of all races, ethnicities, socioeconomic statuses, genders, gender identities, sexual orientation, cultures, religions, family and home structures, and abilities harm them mentally, physically, and academically;

Whereas HBCSD will not tolerate racist treatment of any members of our community, and we will speak out against racism and systemic oppression in our society to help stop the spread of bigotry;

Whereas HBCSD joins cities, counties, and states across the country in affirming its commitment to the safety and well-being of our students, staff, and stakeholders of all races, ethnicities, socioeconomic statuses, genders, gender identities, sexual orientation, cultures, religions, family and home structures, and abilities in the community and in combating hate crimes and biases in our government systems;

Whereas HBCSD will increase its efforts to provide a safe and welcoming school environment for all students, staff, and stakeholders, working with the City of Hermosa Beach, community non-profits, and other government agencies;

Whereas HBCSD will confront the biases in our own school district and actively engage in the challenging work of dismantling problematic practices that are limiting opportunities for our students, staff, and stakeholders of all races, ethnicities, socioeconomic statuses, genders, gender identities, sexual orientation, cultures, religions, family and home structures, and abilities.

Whereas, to achieve these goals, all students and stakeholders in the district, including students and stakeholders of every race, ethnicity, socioeconomic status, gender, gender identity, sexual orientation, culture, religion, family and home structure, and ability, should have access to a high-quality, equitable education;

Whereas, it is incumbent on the Board of Trustees to ensure that all schools support all students, staff and stakeholders to achieve academic and professional success;

Whereas, the window to change the trajectory of student achievement is short and must entail a sense of urgency;

Whereas, the Board of Trustees currently has no consistent practice to evaluate the performance of students, staff, and stakeholders across schools through an equity lens;

Whereas, in order to achieve a culture of equity in the district, set student-first, data- driven policies, and make decisions focused on school improvement, the Board of Trustees must speak with a unified voice and through a guiding set of priorities;

Now, therefore, be
it:

Resolved, That in order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, HBCSD shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

Resolved, That the HBCSD Board of Trustees shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the board shall consider whether its decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biases or stereotypes.

Resolved, That the HBCSD Board of Trustees believes an equity agenda outlining clear priorities for the district will establish a holistic and objective framework to guide the allocation of resources, evaluate district and school performance, promote transparent communication, and foster equitable student achievement goals;

Resolved, That the Board of Trustees will adopt a definition and vision of equity that objectively sets the same standard of achievement for every student;

Resolved, That these Equity Priorities shall be a tool from which the Board—through the establishment of an Equity Task Force—can create a comprehensive plan and full Equity Agenda that are used to measure and respond to student-achievement data, student/family survey data, and create a more just, equitable, and welcoming school experience.

Equity Priority 1: Set and Communicate an Equity Agenda and Measurable Targets

1a: The Equity Agenda shall establish a vision of equity for student achievement and development in the district that is inclusive of students of all races, ethnicities, socioeconomic statuses, genders, gender identities, sexual orientation, cultures, religions, family and home structures, and abilities.

1b: The Equity Agenda will establish ambitious and measurable targets of achievement at the student group, school, and district level.

1c: The Equity Agenda will establish a communication plan that actively publishes transparent and comprehensive data on equity and student achievement.

1d: The Equity Agenda will outline clear equity focused priorities for the district enabling the district to establish a holistic and objective framework to guide the allocation of resources, evaluate district and school performance, promote transparent communication, and foster equitable student achievement goals.

Equity Priority 2: Monitor Equitable Implementation of Standards and Assessments

2a: The Equity Agenda will create a system to monitor the stated Priority 1 goals via site level data on a consistent basis. Data to monitor goals could consist of surveys, State assessments, in addition to other measurements.

2b: The Equity Agenda will create a tool (rubric/checklist/guiding questions) to be used to evaluate instructional practices consistently and fairly at all school sites.

2c: The Equity Agenda will create a tool (rubric/checklist/guiding questions) to understand and evaluate Board and District policy impacts on equity.

Equity Priority 3: Allocate Resources to Achieve Equity

3a: The Equity Agenda will include provisions for the budgeting process and resource allocation in response to Priority 1 goals.

3b: The Equity Agenda will establish ambitious, but achievable, response targets to Priority 2 data.

3c: The Equity Agenda will provide guidance on the distribution of resources, including human capital, school funding, and other resources, to specifically address equity shortfalls in the district.

Resolved further, That the Board of Trustees will complete the following actions in support of the Equity Agenda:

Board Actions:

- Approval of application for formation of Equity Task Force September 23, 2020
- Develop a draft definition of equity by September 23, 2020, HBCSD Board of Trustees meeting.
- Review the current Board vision and mission statement and ensure adequate alignment to the Equity Priorities by October 14, 2020 HBCSD Board of Trustees Board Workshop.
- Develop an Equity Task Force Application to be reviewed at the Sept. 9th, 2020 board meeting, communicate and distribute Application by September 24th, 2020, with applications due by Oct. 8th, 2020, and Task Force members announced by Oct 14th School Board meeting.
- Establish the Superintendent's Equity Task Force consisting of two community members, two school district representatives, two board members, three

educators (two certificated and one classified), five parents (representative of aforementioned subgroups), and two students and one alumni that are directed to develop the Equity Agenda in accordance with the guidelines set forth in this Resolution, and monitor progress towards goals set forth via the Equity Agenda, district staff, and Board of Trustees by the October 14, 2020, HBCSD Board of Trustees meeting.

- Representatives will present ideas on how to engage with the process outside the meetings with their stakeholder group;
- Identify two board members by October 14, 2020 to serve as liaisons to the Equity Task Force and co lead with member of the community or outside facilitator. The liaisons will:
 - Develop guidelines to ensure the Equity Task Force is comprised of members from the aforementioned subgroups (those that identify as racial/ethnic diverse, students with disabilities; students who are socioeconomically disadvantaged; and English language learners).
 - Develop guidelines for the Equity Task Force that supports the creation safe spaces when engaging in equity work.
 - Facilitate the first Equity Task Force meeting.
 - Provide the Equity Task Force with a scope, expectations, essential questions, metrics, a timeline and the necessary support.
- Approve and monitor the timeline for all actions established by the Resolution and adjust timeline as needed.

Resolved further, That the District shall complete the following actions in support of the Equity Agenda, and present outcomes to the Board:

District Actions:

- Adopt and communicate the Board's definition of equity via district website and newsletters within 1 day of the definition's passing.
 - Develop a plan to market the opportunity to serve on the Task Force to a diverse set of community stakeholders and distribute applications for community members, educators, parents, and students who would like to sit on the Equity Task Force within 3 days of the September 23, 2020, HBCSD Board of Trustees meeting.

- Communicate at the November 9, 2020 School Board Meeting progress of Equity Task Force.
- Plan to communicate progress towards defining equity priorities created by Equity Task Force by Dec. 9, 2020 Board meeting
- Provide on a trimester basis other necessary student data from current district assessments to the Board of Trustees and Equity Task Force.
- Assign two district representatives to sit on the Equity Task Force by October 14, 2020.

Resolved further, That the establishment of the Equity Task Force will happen by October 14, 2020. Thereafter, the Equity Task Force will complete the following immediate actions within 90 days of its establishment:

Immediate Equity Task Force Actions:

The Task Force will meet bi-monthly (1st and 3rd Tuesday of the month, starting October 20th, 2020, throughout the first 90 days to:

1. Craft an Equity Agenda based on the definition of equity set by the Board and the adopted equity priorities that establishes a full framework to maintain equity for all students in the district. This may include an examination of the Board's definition of equity, and a proposal to make adjustments.
2. Create Task Force governance doctrine—to be approved by the Board of Trustees—that includes, but is not limited to, future selection and replacement process of task force members, rules and procedures, and vision and mission statement.
3. Establish clear benchmarks and goals based off metrics to be defined for student achievement with a specific focus on: Students with abilities, students who are socioeconomically disadvantaged; English language learners; students who identify as a race or ethnicity other than Caucasian; students who identify as LGBTQ+; by December 9, 2020, HBCSD Board of Trustees meeting.

Criteria:

- These targets should allow the Board of Trustees to track the overall performance of each school by trimester.

- Benchmarks should be valid and reliable data measures of student growth within student subgroups and schools.
- 4. Create a rubric/checklist/guiding questions to assess the equity impact of board policies.
- 5. Collaborate with the Superintendent/District Communication Liaison to develop a communications plan for district stakeholders that focuses on transparent communication of performance, progress, and equity (keeping within the bounds of student privacy laws). (i.e., representatives will present ideas on how to engage with the process outside the meetings with their stakeholder group.
- 6. Establish a trimester monitoring system that monitors student, staff and school progress towards achievement benchmarks and goals established by the Board and District by December 9, 2020, HBCSD Board of Trustees meeting.
- 7. Present a Task Force Update January 13, 2021 board meeting
- 8. Taskforce presentation of work: March 10, 2021 board meeting

Ongoing Equity Task Force Actions:

1. Task Force will determine whether to establish an ongoing District Equity Committee and how that would be composed.
2. Review current board policies and identify ways that those policies support or inhibit equity in our schools and classrooms.
3. Evaluate the LCAP spending, with a review of the current LCAP process, through the equity framework and indicate how the LCAP supports or inhibits student growth in subgroups that have historically underperformed.
4. Work with Superintendent to prioritize communication relating to the equity framework.

5. Monitor student progress toward achievement goals and provide recommendations and solutions to the Board.

6. Examine the budget against the Equity Agenda and identify areas where allocation of human and capital resources do not effectively address equity.

Resolved, That the Equity Task Force will report back to the Board of Trustees with outcomes and status of the action items at the next scheduled Board meeting following the 90 day time period.

Following the completion of the immediate action items, the Task Force will meet and report quarterly, to monitor the impact and adherence of the Equity Agenda in the district as outlined by the ongoing Equity Task Force actions items.

Mission/Vision of Equity Task Force: The Why

The mission of the Equity Task Force is to empower all HBCSD students to be twenty-first century leaders, critical thinkers, thoughtful listeners, effective collaborators, global citizens, and compassionate contributors who understand how equity, diversity, and inclusion improve the way we experience and thrive in the world.

The Task Force (or subsequent superintendent committee) will support HBCSD's emphasis on social justice, critical reflection, and inclusion. The Task Force is committed to proactively and continuously dismantling structural racism and implicit biases and will work to ensure that board policies, programs, curriculum, human resources, and decisions center around equity. We recognize that educational equity goes beyond formal equality—where all students are treated the same—and will foster a barrier-free environment for all students to succeed.

Ongoing District Orientation

HBCSD is committed to educational equity, both from a larger systems perspective and an individual student perspective, so that every child has an equal chance for success. As a district, we will intentionally provide opportunities - and eliminate obstacles - so that race, color, ethnicity, ancestry, national origin, citizenship status, sex, gender, gender identity, gender expression, language, religion, medical history, ability, economic status, family model, sexual orientation, marital status, parental status, and all protected classes are not barriers to school success.

HBCSD will evaluate, revise, and improve the funding, curriculum, support services, policies, and climate for all. To do this, HBCSD will evaluate clear and accurate student/district academic, school climate data and district practices to inform our goals, guide our efforts, support our improvements, and fulfill the HBCSD's vision for an equitable education system.

Glossary

All School Stakeholders:	faculty, staff, students, parents
All Stakeholders:	faculty, staff, students, parents, community members
Identities:	races, ethnicities, socioeconomic statuses, genders, gender identities, sexual orientation, cultures, religions, family and home structures, and abilities
Intervention:	program or set of steps to help kids improve at things they struggle with
Professional Development:	ongoing learning opportunities available to teachers and other education personnel through their schools and districts
Diversity:	practice or quality of including or involving people from a range of different social and ethnic backgrounds and of different genders, sexual orientations, etc.
Equity:	“the state, quality or ideal of being just, impartial and fair” and is synonymous with fairness and justice - equity as not simply a desired state of affairs or a lofty value – but involves trying to understand and give people what they need to enjoy full, healthy lives. To be achieved and sustained, equity needs to be thought of as a structural and systemic concept.
Equality:	equal distribution and access to resources and opportunities necessary for a safe and healthy life. uniform distribution of access to ensure fairness.
Inclusion:	authentic and empowered participation and a true sense of belonging.
Equity Audit:	review of institutional practices in order to identify those practices that produce discriminatory trends in data.

Assumption

Timeline: Recommendations continue unless there is a sunset date.

Resolution	Status	Next Steps
Equity Priority 1: Set and Communicate an Equity Agenda and Measurable Targets 1a: The Equity Agenda shall establish a vision of equity for student achievement and development in the district that is inclusive of students of all races, ethnicities, socioeconomic statuses, genders, gender identities, sexual orientation, cultures, religions, family and home structures, and abilities.	Complete.	See the Statement on Equity
1b: The Equity Agenda will establish ambitious and measurable targets of achievement at the student group, school, and district level.	Partially complete.	Based on recommendations, District to present a plan for growth targets.
1c: The Equity Agenda will establish a communication plan that actively publishes transparent and comprehensive data on equity and student achievement.	Complete.	ETF recommends this on a trimester basis.
1d: The Equity Agenda will outline clear equity-focused priorities for the district enabling the district to establish a holistic and objective framework to guide the allocation of resources, evaluate district and school performance, promote transparent communication, and foster equitable student achievement goals.	Complete.	The ETF recommendations found below.

<p>Equity Priority 2: Monitor Equitable Implementation of Standards and Assessments 2a: The Equity Agenda will create a system to monitor the stated Priority 1 goals via site-level data on a consistent basis. Data to monitor goals could consist of surveys, State assessments, in addition to other measurements.</p>	<p><i>Complete.</i></p>	<p><i>The ETF recommendations found below.</i></p>
<p>2b: The Equity Agenda will create a tool (rubric/checklist/guiding questions) to be used to evaluate instructional practices consistently and fairly at all school sites.</p>	<p><i>Incomplete.</i></p>	<p><i>ETF does not have this tool created. Could this be a recommended part of the District's Plan in collaboration w/ ETF?</i></p>
<p>2c: The Equity Agenda will create a tool (rubric/checklist/guiding questions) to understand and evaluate Board and District policy impacts on equity.</p>	<p><i>Incomplete.</i></p>	<p><i>ETF does not have this tool created. Could this be a recommended part of the District's Plan in collaboration w/ ETF?</i></p>
<p>Equity Priority 3: Allocate Resources to Achieve Equity 3a: The Equity Agenda will include provisions for the budgeting process and resource allocation in response to Priority 1 goals.</p>	<p><i>Partially Complete.</i></p>	<p><i>Could this be a recommended part of the District's Plan in collaboration w/ ETF?</i></p> <p><i>The ETF Recommendations, does</i></p>

		<i>recommend a review of budget priorities. ETF recommends District include this in their plan in collaboration with the ETF. The ETF has suggested grants, and stimulus \$, but will need District guidance re allocations?</i>
3b: The Equity Agenda will establish ambitious, but achievable, response targets to Priority 2 data.	<i>Partially complete.</i>	<i>In the first round of recommendations, we did put a target in terms of percentage growth, however, Recommendations below, we do not specifically call out target % growths, and would like the District to propose a plan in collaboration with ETF?</i>
3c: The Equity Agenda will provide guidance on the distribution of resources, including human capital, school funding, and other resources, to specifically address equity shortfalls in the district.	<i>Complete.</i>	<i>See Professional Development section of ETF Recommendations. Additional suggestions should be part of the District's Plan in collaboration w/ ETF?</i>

<p>1. Craft an Equity Agenda based on the definition of equity set by the Board and the adopted equity priorities that establish a full framework to maintain equity for all students in the district. This may include an examination of the Board's definition of equity, and a proposal to make adjustments.</p>	<p><i>Partially completed.</i></p>	<p><i>ETF has created a definition of equity/and, we can use District Board Policy already adopted. ETF recommends district set equity GOAL for 2021-2022 in collaboration with ETF. Could this be a recommended part of the District's Plan in collaboration w/ ETF?</i></p>
<p>2. Create Task Force governance doctrine—to be approved by the Board of Trustees—that includes, but is not limited to, future selection and replacement process of task force members, rules and procedures, and vision and mission statement.</p>	<p><i>Partially complete.</i></p>	<p><i>ETF needs to bring a proposed Superintendent Committee/ Subcommittees as recommendations and confirm this governance. Could this be a recommended part of the District's Plan in collaboration w/ ETF?</i></p>
<p>3. Establish clear benchmarks and goals based off metrics to be defined for student achievement with a specific focus on: Students with abilities, students who are socioeconomically disadvantaged; English language learners; students who identify as a race or ethnicity other than</p>	<p><i>Partially complete.</i></p>	<p><i>Could this be a recommended part of the District's Plan in collaboration w/ ETF?</i></p>

<p>Caucasian; students who identify as LGBTQ+; by December 9, 2020, HBCSD Board of Trustees meeting.</p> <p>Criteria:</p> <ul style="list-style-type: none"> • These targets should allow the Board of Trustees to track the overall performance of each school by trimester. • Benchmarks should be valid and reliable data measures of student growth within student subgroups and schools. 		
<p>4. Create a rubric/checklist/guiding questions to assess the equity impact of board policies.</p>	<p><i>Incomplete.</i></p>	<p><i>Could this be a recommended part of the District's Plan in collaboration w/ Superintendent committee?</i></p>
<p>5. Collaborate with the Superintendent/District Communication Liaison to develop a communications plan for district stakeholders that focuses on transparent communication of performance, progress, and equity (keeping within the bounds of student privacy laws). (i.e., representatives will present ideas on how to engage with the process outside the meetings with their stakeholder group).</p>	<p><i>Partially complete.</i></p>	<p><i>Could this be a recommended part of the District's Plan in collaboration w/ Superintendent committee?</i></p>
<p>6. Establish a trimester monitoring system that monitors student, staff and school progress towards achievement benchmarks and</p>	<p><i>Partially complete.</i></p>	<p><i>In the first round of recommendations, we did put a target in</i></p>

goals established by the Board and District by December 9, 2020, HBCSD Board of Trustees meeting.		<i>terms of percentage growth, however in <u>recommendations</u> we don't specifically call out target % growths . Could this be a recommended part of the District's Plan in collaboration w/ ETF?</i>
Ongoing Equity Task Force Actions: 1. Task Force will determine whether to establish an ongoing District Equity Committee and how that would be composed.	<i>Partially completed.</i>	<i>Need to confirm subgroup committees and dates/time/ and criteria for committee membership? Could this be a recommended part of the District's Plan in collaboration w/ ETF?</i>
2. Review current board policies and identify ways that those policies support or inhibit equity in our schools and classrooms.	<i>Completed.</i>	<i>Board policy supports this work, now we need to align board goals, district goals.</i>
3. Evaluate the LCAP spending, with a review of the current LCAP process, through the equity framework and indicate how the LCAP	<i>Incomplete.</i>	<i>ETF has not looked at the LCAP spending. Could</i>

supports or inhibits student growth in subgroups that have historically underperformed.		<i>this be a recommended part of the District's Plan in collaboration w/ ETF?</i>
4. Work with Superintendent to prioritize communication relating to the equity framework.	<i>Partially completed.</i>	<i>Could this be a recommended part of the District's Plan in collaboration w/ ETF?</i> <i>Board discussion happening April 14</i>
5. Monitor student progress toward achievement goals and provide recommendations and solutions to the Board.	<i>Partially complete. This is a repeat in resolution.</i>	<i>Could this be a recommended part of the District's Plan in collaboration w/ ETF?</i>
6. Examine the budget against the Equity Agenda and identify areas where allocation of human and capital resources do not effectively address equity.	<i>Partially Complete.</i>	<i>ETF does not recommend ways to pay for ETF recommendations at this time, but suggests grants, and stimulus \$. Could this be a recommended part of the District's Plan in collaboration w/ ETF?</i>

Recommendations from ETF

Area	Recommendations	Desired Outcomes
Intervention	<p><u>Year 1</u></p> <ul style="list-style-type: none"> ● Annual Equity/Access Audit <ul style="list-style-type: none"> ○ E.g., Create a system to research and present best practices to stakeholders ○ E.g., Audit curriculum (History-SS, ELA YR1, etc.) and programming to ensure a just, equitable, and inclusive experience for every student and staff member ○ E.g., Analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services ● Trimester monitoring of data from interventions, sharing of best practices and district recommendations re: appropriate % of annual growth. <ul style="list-style-type: none"> ○ CAASPP ○ CHKS ○ Panorama ○ Attendance Data ○ Discipline Data ○ iReady ● Support staff with consistent PD to promote best intervention practices. <ul style="list-style-type: none"> ○ E.g., SDAIE strategies, SPED strategies, Blooms, lesson plans) ○ E.g., norm professional “peers” into the classroom, celebrate best practices ○ E.g., put in place effectiveness/ satisfaction survey at the end of PD’s 	<ul style="list-style-type: none"> ● District recommendations (in collaboration with ETF?) 1 year and 3-year goals with percentage growth targets ● Stakeholder meeting(s) to review and discuss progress of interventions, best practices, and data sources ● Staff/Student/stakeholder data reflects ongoing growth. E.g., feedback from staff after PDs E.g., Case study examples

	<p><u>Year 2</u></p> <ul style="list-style-type: none"> Personalize education that helps students develop agency over their learning. <ul style="list-style-type: none"> E.g., Portfolios, student led conferences, student created and lead, group/clubs (possibly service and justice group) <p><u>Year 3</u></p>	<ul style="list-style-type: none"> Staff/Student/stakeholder data reflects ongoing growth. <ul style="list-style-type: none"> E.g., Case study examples of portfolios, slc, student created and lead groups/clubs/initiatives
Professional Development	<p><u>Year 1</u></p> <ul style="list-style-type: none"> Financing <ul style="list-style-type: none"> Find a budget line for professional development Publish annual PD calendar Topics <ul style="list-style-type: none"> Elevate conversations about identities (see definition in glossary) Guided conversation as part of actual curriculum and assignment Shared folder <ul style="list-style-type: none"> Build awareness re: tools (local, regional, national) that are available to staff for DEI work (e.g., virtual "lit trailer") <p><u>Year 2</u></p> <ul style="list-style-type: none"> Topics <ul style="list-style-type: none"> Staff development of tools to building student agency in all grades and especially 5th-8th grade Teacher examination of curriculum and PD to build anti-racist framework (e g: creating student voice with curriculum; making list of recommended books; bringing in voices from multiple identities) <p><u>Year 3</u></p>	<ul style="list-style-type: none"> Ongoing prioritization in budget presentations Student/Staff data reflects PD calendar PD reflecting growth in staff/student/stakeholder's ability to have conversations Data showing stakeholders using resources PD reflecting growth in staff/student/stakeholder's ability to have conversations and build student agency Data showing stakeholders using resources

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Governance/ Communication	<p><u>Year 1</u></p> <ul style="list-style-type: none"> • Continue Equity Task Force/ Committee as a Superintendent Committee <ul style="list-style-type: none"> ◦ With potential subgroups (Collaboration group, grant writers' groups, community outreach group, data monitoring, literature subgroup, grant writing) • Create DEI tool aligned with mission/ vision/values to examine target category awareness in all facets of district (programming, curriculum, pd ...) • Establish communication plan for: Data monitoring, best practices, <ul style="list-style-type: none"> ◦ Create space to communicate/ ETF news re local, regional, and national equity seminars/events that are available to our community of stakeholders ◦ e.g., Trimester Board report update re monitoring of target data at trimester marks in addition to more timely/ relevant announcements ◦ Publish and create transparency • Review the mission, vision, and values of the district to align with the values put forth by the ETF-centered around equity • Identify structures for collaboration with community partners, other schools and multi-racial staff • District to create/select school wide programming and visual culture (e.g., murals, art) to elevate student voices and student conversations about identity <ul style="list-style-type: none"> ◦ E.g., panel on anti-racism ◦ E.g., make an ask of PTO and HBEF to include target category programming as a designated funding category 	<ul style="list-style-type: none"> • Committees functioning with key tasks and as collaborators; Recommendations being implemented or bettered. • Have a working tool that district and stakeholders agree reflects DEI values of the district and can be used as a guide to better awareness and practice. • Communication tools being updated regularly, used regularly, and stakeholders have awareness of access re: where communication/ETF news is found. • Annual District mission/vision review to reflect equity as a top district priority. • Structures identified in district plan. Staff/stakeholder data reflects ongoing growth • Ongoing student, staff, and stakeholder programming and visual spaces/communication identified in district plan. Staff/stakeholder data reflects ongoing growth
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	<ul style="list-style-type: none"> ○ E.g., staff talking points to address issues with students ● Create protocol for bias incident response or significant community event for district and staff <p><u>Year 2</u></p> <p><u>Year 3</u></p>	<ul style="list-style-type: none"> ● District/Staff give/giving direction re: how to respond to incidents and support conversations
HR	<p><u>Year 1</u></p> <p>Establish a system of monitoring human resources to collect and report data concerning the participation of underrepresented subgroups.</p> <ul style="list-style-type: none"> ○ E.g., Publish/make transparent faculty, staff demographics ○ E.g., Publish/make transparent hiring standards ○ E.g., Review and revise Internal practices of hiring to demonstrate to district commitment of equity 	<ul style="list-style-type: none"> ● System is established and is shared with the public ● Hiring is reflective of districts commitment to equity

Appendix WIP:

Resources

Appendix WIP:

[Resolution](#), Sept. 2020

[Application for Task Force](#)

Task Force members:

- Raymond Jackson (Parent)
- Erin Starr (Parent)
- Hilary Ferguson (Parent)
- Felicia Hunt (Parent)
- Carey Grant (Parent)
- Jen Cederquist (HBCSD Staff)
- Vivian Albelda (Alumni)
- Jason Johnson (HBCSD Staff)
- Allyssa Lessinger (Alumni)
- Jen Cole (Board Member)
- Maggie Bove-LaMonica (Board Member)
- Eva Asiddao (Student)
- Maya Williams (HBCSD Staff)
- Suzanne Connors (HBCSD Staff)

Meeting Notes

- [PPT Presentation #1](#)
- [PPT Presentation #2](#)
 - [Notes from the meeting](#)
- [PPT Presentation #3](#)
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- [PPT Presentation #5](#)
 - [Small group notes](#)
 - Summary of [meeting notes](#) from Dec. 15th meeting
- Summary of [meeting notes](#) from Jan 21 meeting
- [Annie E Casey Anti-Racist Continuum](#)
 - [Annie E Casey Anti-Racist Organization Action Guide](#)
 - [Aspen Institute Confronting Systemic Racism](#)
- Examples of [Audit tools](#)
- Examples of [Rubrics](#)
- Examples of Glossary Terms:

- <https://www.adl.org/education/resources/glossary-terms/education-glossary-terms>
- <https://medium.com/bgl-tech/diversity-and-inclusion-a-glossary-of-terms-c540e6e8e4fc>

HBCSD Data Summary

[Data summary from HBCSD](#) (CAASPP, CHKS)

[Data summary from HBCSD](#) (Attendance and Discipline)

Questions/Answers re: Data

English Language Learner Support

- *What supports are we giving our ELL population? Are they learning in their native language or just English? What are the numbers for those who learn in their native language vs having to learn in english while learning english?*
- *What teaching and learning is done in first language to help students conceptually while growing language acquisition.*
- *What are schools already doing to address this data? Do schools have PDs around ELs and sub-groups? Is there an EL lead in the schools?*

Currently 23 English Learners K-8, with one new student (TBD)

English Learner Coordinator is Erin Infusino (200 minutes per week)

What supports are we giving our ELL population?

- Accounts to Imagine Learning, computer-adaptive literacy software (can be used at home or in Language Arts class)
- DELAC meetings once per trimester
- Invitation to English Language Development Intervention classes (6-8=30min/week, K-5=60min/week)
- One-on-one 45 min/weekly 'tutoring sessions' with Erin Infusino for those with highest need and without resource support (3 students)
- Classroom teacher supports/strategies - PD 1/11/21

Are ELL students learning in their native language or just English?

- Just English. When new-comers join us from a Spanish-speaking country, Erin Infusino can assist with first-language instruction to ease the transition. It is infrequent that we have a new-comer with no English.

What are the numbers for those who learn in their native language vs having to learn in English while learning English?

- At the present moment, 0:23

What teaching and learning is done in first language to help students conceptually while growing language acquisition?

- N/A

Do schools have PDs around ELs and sub-groups? Is there an EL lead in the schools?

- Annual EL PD in the spring (EL teaching strategies)- required as per our [EL Master Plan](#). View's will be held in the Spring this year.

- This year, Valley will hold PD in January (at noted above) to make sure we are addressing classroom interventions and learning loss earlier in the school year.

For special ed - can disabilities be defined to see what individual help is needed for each group to make greater improvements?

AUTISM- 19

ED-2

HH-2

MD-2

OI-1

OHI-28

SLD-83

Total-137 (11.5.%)

Total Enrollment-1195

What can be learned from math achievement and how can this be expanded?

Our Math Department (and Elementary) stresses the foundation of each math concept that is taught. From starting off with using manipulatives (like counters and base ten blocks) to eventually learning the algorithm. A strong foundation needs to be laid out in order to move forward with a concept. It is also important that concepts are taught in a certain sequence so that students have the background information to learn a new concept.

Also, they have the ability to collaborate and spend time reflecting on what is working and what needs to be modified in their lessons. For example, 7th grade students need to review the divisibility rules (5th - 6th grade standard) before they begin Chapter 1. Our teachers have identified these areas of weakness. Reviewing assessment scores helps them pinpoint where students have gaps in knowledge.

The offer of math clinic to students has also provided an opportunity with more time one - on - one with their teachers. Typically, they are available to help students before/after school.

Also, our math teachers work together and are very consistent with their expectations. Students already know coming into a new class what the class will tend to be like, how they are supposed to show their work, and that they will be asked to explain their thinking.

Math places a crucial emphasis on critical thinking in class, reading and understanding the questions, understanding that there are different ways to come to a solution and they explore those ways. They do a lot of group work so that students can "talk it out" with each other (which is a great way to learn). They also do their best to make math meaningful. Before teaching a topic, they try to find a way for students to discover the rules on their own (for example, why do the angles in a triangle always add up to 180 ?).



City of Hermosa Beach

Justin Massey, Mayor

jmassey@hermosabeach.gov

424.262.1390

June 22, 2021

VIA EMAIL

Hon. Stephen McCall, President
Hermosa Beach City School District Board of Education
smccall@hbcasd.org

Hermosa Beach City School District Board of Education
board@hbcasd.org

Mr. Jason Johnson, Superintendent
Hermosa Beach City School District
jjohnson@hbcasd.org

Re: Support for HBCSD's Equity & Inclusion Goals

Dear President McCall, Board Members, and Superintendent Johnson:

The City of Hermosa Beach supports the Board of Education's goals for the Hermosa Beach City School District for 2020-2021, including its goals of Equity & Inclusion, Culture of Excellence, and Financial Stewardship. I write specifically to express support for your efforts to implement the Equity & Inclusion goals.

We support the Board's Equity Resolution of September 23, 2020. The Resolution provides, in part, that "equity among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals." We support the Board's finding in the Resolution that "throughout our nation's history, institutional and structural racism and injustice have led to deepening racial and equity disparities across all sectors of society and have lasting negative consequences for our communities and nation."

We support your creation of the Equity Task Force to help implement the Equity & Inclusion goals by developing actions to address racial and equity disparities in our community, and we support the Mission/Vision of the Equity Task Force summarized, in part, in the Equity Task Force's recommendations as follows:

The mission of the Equity Task Force is to empower all HBCSD students to be twenty-first century leaders, critical thinkers, thoughtful listeners, effective collaborators, global citizens, and compassionate contributors who understand how equity, diversity, and inclusion improve the way we experience and thrive in the world.

The Task Force (or subsequent superintendent committee) will support HBCSD's emphasis on social justice, critical reflection, and inclusion.

Developing twenty-first century leaders, critical thinkers, thoughtful listeners, effective collaborators, global citizens, and compassionate contributors to our community is a goal we share with the School District, and the Equity Task Force's recommendations advance those goals.

We commend you and the Equity Task Force for your efforts to implement the recommendations. We understand those efforts have been misrepresented by certain media outlets leading to threats to the personal safety of a District consultant. We condemn the misrepresentation of your efforts, the disinformation on which it was based, and the personal threats to the consultant. Those actions strengthen our support, and we look forward to supporting your continued efforts to implement the Board's Equity & Inclusion goals in any way we can.

Yours truly,

Justin Massey
Mayor



Staff Report

Staff Report

REPORT 21-0392

Honorable Mayor and Members of the Hermosa Beach City Council
Meeting of June 22, 2021

Regular

COMMERCIAL EVICTION MORATORIUM AND RESIDENTIAL SUBSTANTIAL REMODEL EVICTION PROTECTIONS

(City Attorney Michael Jenkins)

(Assistant City Attorney Monica Castillo)

Recommended Action:

Staff recommends City Council take the following actions:

1. Adopt by four-fifths vote of Council an ordinance titled, "An Urgency Ordinance of the City of Hermosa Beach Extending the Temporary Moratorium on Commercial Evictions During the COVID-19 Pandemic and Setting Forth the Facts Constituting Such Urgency;"
2. Adopt by four-fifths vote of Council, an ordinance titled, "An Urgency Ordinance of the City of Hermosa Beach Adding Chapter 8.69 to Title 8 (Health and Safety) of the Hermosa Beach Municipal Code to Regulate Evictions Based on Intent to Demolish or Substantially Remodel Residential Rental Property and Setting Forth the Facts Constituting Such Urgency;" and
3. Introduce and waive first reading of an ordinance titled, "An Ordinance of the City of Hermosa Beach Adding Chapter 8.69 to Title 8 (Health and Safety) of the Hermosa Beach Municipal Code to Regulate Evictions Based on Intent to Demolish or Substantially Remodel Residential Rental Property."

Executive Summary:

The City Council will consider adoption of an urgency ordinance and non-urgency ordinance that will continue to require landlords to obtain permits before evicting residential tenants to substantially remodel rental property. Council will also receive an update regarding the Governor's June 11, 2021 Executive Order authorizing local commercial eviction moratorium through September 30, 2021 and be presented with an option to extend its commercial eviction moratorium ordinance to the same date.

Background and Discussion:

Commercial Eviction Moratorium

At a regular meeting held on June 8, 2021, the City Council voted to pursue "Option 1" described in the staff report for Item XIV.e. Option 1 provides:

Staff Report

REPORT 21-0392

- a. Allow the Commercial Eviction Moratorium to sunset on June 30, 2021;
- b. Take no action to readopt a Residential Eviction Moratorium;
- c. Extend the requirement that residential landlords obtain building permits before evicting tenants to demolish or substantially remodel property; and
- d. Aggressively promote the state rental assistance program on the City's website and other local media.

At the time of the meeting, the Governor's Executive Order N-03-21, which authorized cities to enact local commercial eviction moratorium, was set to expire on June 30.

Three days after the meeting, on June 11, 2021, the Governor issued Executive Order N-08-21 to extend the expiring order through September 30, 2021. In light of this significant development, staff has prepared an urgency ordinance to extend the City's commercial eviction moratorium if City Council chooses to do so.

Permits Required Prior to Eviction of Residential Tenants to Demolish or Substantially Remodel Property

City Council also directed staff to prepare an ordinance to codify the requirement for residential landlords to obtain permits before evicting tenants to demolish or substantially remodel property. Pursuant to this direction, staff has prepared two ordinances, one is a non-urgency ordinance and the other an urgency ordinance. We are recommending adoption of both.

The non-urgency ordinance will not go into effect until 30 days after its adoption at the next City Council meeting scheduled for July 7, 2021. If adopted, it will be added to the Hermosa Beach Municipal Code. Unlike the urgency ordinance, which allows for protections to go into immediate effect based on urgency findings, the non-urgency ordinance is supported by facts that justify the City's exercise of its police powers to close a loophole in the Tenant Protection Act of 2019.

The Tenant Protection Act of 2019, Civil Code Section 1946.2, permits landlords to evict tenants based on the intent to demolish or substantially remodel their residential real property. However, some landlords have abused this no-fault, just cause ground for eviction by using it as a pretext to evict tenants. If a landlord fails to obtain permits before serving an eviction notice in violation of the ordinance, then the tenant would be able to use the landlord's violation as a defense in eviction proceedings. The City of Long Beach and the City of Los Angeles enacted similar local protections before the COVID-19 emergency was declared.

The urgency ordinance is identical to the non-urgency ordinance except it would go into immediate effect if approved. This is particularly important given that the State's residential eviction moratorium will sunset on June 30, 2021, and landlords may be more inclined to serve eviction notices come July 1, 2021. The urgency ordinance is thus meant to function as a stop-gap measure until the non-urgency ordinance can go into effect. In contrast with the City's existing requirement that landlords

Staff Report

REPORT 21-0392

obtain permits before evicting tenants, the proposed ordinances now incorporate the terminology of the Tenant Protection Act of 2019 and uses its definition of “substantially remodel”:

“Substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

Staff recommends adoption of both the urgency and non-urgency ordinances in order to prevent a lapse in protection from the premature or pretextual eviction of residents from their homes.

Past Council Actions

Staff Report

REPORT 21-0392

Meeting Date	Description
March 16, 2020	Resolution No. 20-7230 Confirming the Proclamation of a Local Emergency and Initiating Commercial and Residential Eviction Moratoriums
March 24, 2020	Urgency Ordinance No. 20-1406U, Temporary Moratorium on Evictions for Nonpayment of Rent by Residential Tenants and Commercial Tenants and Temporary Suspension on Residential and Commercial Foreclosures
April 14, 2020	Urgency Ordinance No. 20-1407U, To Amend the Temporary Moratorium on Foreclosures and Evictions Due to Non-Payment of Rent by Residential and Commercial Tenants Impacted by COVID-19. Amended the Eviction Moratorium in 20-1406U in its entirety in light of Governor Newsom's Financial Relief Package announced on March 25, 2020.
May 26, 2020	Urgency Ordinance No. 20-1409U, Extending the Temporary Moratorium on Evictions
July 28, 2020	Urgency Ordinance No. 2020-1414U, Extending the Temporary Moratorium on Evictions During the COVID-19 Pandemic
September 22, 2020	Urgency Ordinance No. 20-1417U, Clarifying the Temporary Moratorium on Evictions During the COVID-19 Pandemic
November 24, 2020	Urgency Ordinance No. 20-1420U, Temporary Moratorium on Commercial Evictions During the COVID-19 Pandemic
December 8, 2020	Urgency Ordinance No. 20-1422U, Amending the Temporary Moratorium on Residential Evictions During the COVID-19 Pandemic
January 26, 2021	Urgency Ordinance No. 21-1425U, Clarifying and Extending the Temporary Commercial and Residential Moratorium on Evictions During the COVID-19 Pandemic
February 9, 2021	Urgency Ordinance No. 21-1426U, Extending Portions of and Clarifying the Temporary Moratorium on Residential Evictions to Comport with Recent Changes in State Law
March 23, 2021	Urgency Ordinance No. 1428U, Extending the Temporary Moratorium on Commercial Evictions During the COVID-19 Pandemic, Extending Commercial Tenant Protections from Premature Eviction Based on Landlord Intent to Demolish or Substantially Remodel

Fiscal Impact:

There is no fiscal impact to the city associated with the recommended action.

Attachments:

1. An ordinance titled, "An Urgency Ordinance of the City of Hermosa Beach Extending the Temporary Moratorium on Commercial Evictions During the COVID-19 Pandemic and Setting Forth the Facts Constituting Such Urgency."
2. An ordinance titled, "An Urgency Ordinance of the City of Hermosa Beach Adding Chapter

Staff Report

REPORT 21-0392

8.69 to Title 8 (Health and Safety) of the Hermosa Beach Municipal Code to Regulate Evictions Based on Intent to Demolish or Substantially Remodel Residential Rental Property and Setting Forth Facts Constituting Such Urgency.”

3. An ordinance titled, “An Ordinance of the City of Hermosa Beach Adding Chapter 8.69 to Title 8 (Health and Safety) of the Hermosa Beach Municipal Code to Regulate Evictions Based on Intent to Demolish or Substantially Remodel Residential Rental Property.”
4. Table of Covid-19 Related Items

Respectfully Submitted by: Michael Jenkins, City Attorney

Legal Review: Monica Castillo, Assistant City Attorney

Approved: Suja Lowenthal, City Manager

ORDINANCE NO. U-

AN URGENCY ORDINANCE OF THE CITY OF HERMOSA BEACH
EXTENDING THE TEMPORARY MORATORIUM ON COMMERCIAL
EVICTIONS DURING THE COVID-19 PANDEMIC AND SETTING FORTH
THE FACTS CONSTITUTING SUCH URGENCY.

The City Council of the City of Hermosa Beach does ordain as follows:

SECTION 1. Findings.

- A. The findings set forth in Ordinance No. 20-1406U, 20-1407U, 20-1409U, 20-1414U, 20-1417U, 20-1420U, 20-1422U, and 21-1425U are still applicable and incorporated herein by reference.
- B. The Governor of the State of California issued a State Regional Stay at Home Order on December 3, 2020. The order triggered greater restrictions on a region, which consisted of multiple counties, depending on that region's ICU hospital bed availability.
- C. On January 25, 2021, the California Department of Public Health (CDPH) ended the Regional Stay at Home Order, lifting the order for all regions statewide. This action allowed all counties to return to the *Blueprint for a Safer Economy* framework which used color-coded tiers to indicate which activities and businesses could open based on local case rates and test positivity.
- D. Due in part to the substantially reduced rates of COVID-19 cases and deaths in the State, and with the majority of eligible Californians now fully vaccinated, on June 11, 2021, the Governor issued Executive Order N-07-21, which rescinded the *Blueprint for a Safer Economy*. To align with the Governor's order, the Los Angeles County Public Health Department issued an order that rescinded most of its operational restrictions on businesses, masking, and social distancing on June 15, 2021 ("County Order").
- E. Under the County Order, those who are fully vaccinated are not required to wear masks except in a few settings where masks are required for everyone. The unvaccinated must continue to wear masks in indoor public settings and businesses, and workplaces must comply with Cal/OSHA COVID-19 Prevention Emergency Standards.
- F. Despite the overall improved public health conditions, the pandemic is not over and several more contagious international variants are circulating in the County. The UK variant is now the predominant strain in Los Angeles County. For this reason, public health officials have raised concerns about unvaccinated people who choose not to wear masks acting as incubators of new more transmissible COVID-19 strains.
- G. There is currently a statewide eviction moratorium in effect through June 30, 2021 (the COVID-19 Tenant Relief Act), but it does not apply to commercial properties. Consequently, commercial tenants are left especially vulnerable to eviction during the economic recovery phase of the pandemic. Though the Legislature did not enact a state

moratorium on commercial evictions, the Governor issued a series of executive orders effective from March 16, 2020 through June 30, 2021, that suspends state law preemption of local commercial eviction moratorium. On June 11, 2021, the Governor issued Executive Order N-08-21 to extend these orders through September 30, 2021.

- H. The City has a local commercial eviction moratorium in place set to expire on June 30, 2021. The City Council finds that it is necessary to extend the City's moratorium through September 30, 2021, in alignment with the Governor's executive order, to prevent the irreparable closure of local businesses. With the County's reopening of the economy on June 15, many businesses are scrambling to rehire a labor force, readjust to pre-pandemic operations, and set aside extra money to repay rent in arrears. There is a high probability business owners will not be prepared to pay full rent beginning July 1, 2021, and will then be subject to eviction.
- I. This Ordinance is adopted pursuant to the City's police powers and powers afforded to the City in the time of a national, state, county and local emergency during a time of economic recovery from an unprecedented and continuing health pandemic, such powers being afforded by the State Constitution, State law and HBMC Chapter 2.56 to protect the peace, health, and safety of the public. The Hermosa Beach City Council finds that this ordinance is necessary for the preservation of the public peace, health, and safety of residents living within the City and finds urgency to approve this ordinance immediately based on the facts described herein and detailed in the staff report. Under Government Code Section 8634, this ordinance is necessary to provide for the protection of health, life and property.

SECTION 2. The Temporary Moratorium on Evictions for Non-Payment of Rent by Commercial Tenants Impacted by the COVID-19 Crisis, as most recently amended in Urgency Ordinance No. 21-1428U, is amended and restated in full as follows:

A. During the moratorium period declared in response to COVID-19, no commercial landlord shall endeavor to evict a tenant for nonpayment of rent provided the tenant demonstrates that (1) the tenant's businesses is subject to the Orders referenced in Section 1 above or is otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19, and (2) the tenant demonstrates lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19. For purposes of this Section 2, the moratorium period is March 16, 2020 through September 30, 2021.

B. A landlord knows of a tenant's lost income and inability to pay rent within the meaning of this Section 2 if the tenant, within 30 days after the date rent is due, notifies the landlord in writing of the lost income and inability to pay rent due to a limitation or closure of the tenant's business related to COVID-19, and provides appropriate supporting documentation within 30 days of providing the notice. Notice and documentation required under this ordinance shall be provided for each month that tenant is unable to pay rent. If a tenant suffers only a partial loss of net income, the tenant shall pay the pro-rated share of their rent that corresponds to the net income they generated during the period of loss. For purposes of this Section 2, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. All financial information provided to the landlord shall be kept in confidence and only used for evaluating the tenant's claim or enforcing this provision.

C. This Section 2 grants a defense in the event that an unlawful detainer action is commenced in violation of this ordinance. Violation of this Section 2 shall be punishable as set forth in Chapter 2.56 of the Hermosa Beach Municipal Code.

D. Nothing in this Section 2 shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the moratorium period, and which tenant must pay within six months of the expiration of the moratorium period (i.e. no later than March 31, 2022). A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this Section 2; nor may a landlord seek rent that is delayed for the reasons stated in this Section 2, through the eviction process during or after the moratorium period. A landlord shall not commence an eviction during the six months after the end of the moratorium period for non-payment of rent, so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period. Nonpayment of rent in accordance with the terms of this Section shall not be grounds for eviction of a commercial tenant even after expiration of the moratorium period. Landlords are strongly encouraged to offer payment plans to tenants after the period of local emergency, which may go beyond the six-month repayment period upon mutual agreement of the parties. The security deposit may be used at any time, including during the repayment period, to pay back rent and such security deposit shall be replenished by the end of the repayment period or longer if mutually agreed upon in writing between the parties.

E. During the moratorium period declared in response to COVID-19, no commercial landlord shall terminate a tenancy to demolish or substantially remodel the commercial real property unless and until the landlord secures all permits necessary to perform the work. For purposes of this Subsection, “substantially remodel” means to make a modification of the property that requires a permit from the City. This ordinance shall apply to tenancy termination notices, notices to quit and other eviction notices, and the unlawful detainer actions based on such notices, served or filed on or before the effective date of this ordinance; but, where the time to vacate the property has not passed.

F. No other legal remedies available to a commercial landlord are affected by this Section.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or word of this Ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such decision shall not affect the remaining provisions of this Ordinance.

SECTION 4. Environmental Review.

The City Council finds that adoption and implementation of this Ordinance is not a “project” for purposes of the California Environmental Quality Act (CEQA), as that term is defined by CEQA guidelines (Guidelines) sections 15061(b)(3), and 15378(b)(5). The effect of the proposed amendment will be to maintain the status quo. No new development will result from the proposed action. No impact to the physical environment will result. The City Council also alternatively finds

that the adoption and implementation of this Ordinance is exempt from the provisions of CEQA as an administrative activity by the City of Hermosa Beach, in furtherance of its police power, that will not result in any direct or indirect physical change in the environment, per sections 15061(b)(3), and 15378(b)(5) of the CEQA Guidelines, as well as CEQA Guidelines section 15064(e) (economic regulations).

SECTION 5. Urgency Declaration; Effective Date.

The City Council finds and declares that the adoption and implementation of this Ordinance is necessary for the immediate preservation and protection of the public peace, health and safety as detailed above and as the City may suffer the irreversible closure of businesses resulting from evictions for nonpayment of rent. If the City does not immediately extend its commercial eviction moratorium, businesses will be required to pay monthly rent on time starting July 1, just as the County is reopening. Businesses need the next few months to ramp up operations and to adjust to the new market conditions to raise revenue to avoid eviction. Furthermore, during this local emergency, and in the interest of protecting the public health and preventing the emergence and spread of new variants of COVID-19, it is essential that businesses have the choice to impose restrictions more stringent than those imposed by the County. Vaccinations are not mandatory and employees may be fearful of returning to work due to potential infection to themselves and their households, particularly if they have children under 12 who cannot be vaccinated. A reduction in income as a result of self-imposed operational restrictions (e.g. limiting capacity, requiring masks) may inhibit City businesses from fulfilling their financial obligations, including payment of rent due under their commercial leases. This urgency ordinance is therefore needed in the interest of protecting the public health (including the public's mental health due to financial stress), as it will help prevent the emergence and spread of more contagious strains of COVID-19 at a time when governmental restrictions on business and social activities are being relaxed. Extended commercial eviction protections are also critical to allow time for the local market to recover, as there has been substantially reduced in-person shopping and increased unemployment due to government restrictions imposed on businesses since March 2020. Under Government Code Section 8634 and HBMC Chapter 2.56, this Ordinance is necessary to provide for the protection of life and property for the reasons set out herein. The Council therefore finds and determines that the immediate preservation of the public peace, health and safety, and protection of life and property, require that this Ordinance be enacted as an urgency ordinance pursuant to Government Code section 36937 and take effect immediately upon adoption by four-fifths of the City Council

SECTION 6. Certification.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published or posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this 22nd day of June 2021.

Justin Massey, Mayor

ATTEST:

Eduardo Sarmiento, City Clerk
(seal)

Date: _____

APPROVED AS TO FORM:

Michael Jenkins, City Attorney

ORDINANCE NO. U-

AN URGENCY ORDINANCE OF THE CITY OF HERMOSA BEACH
ADDING CHAPTER 8.69 TO TITLE 8 (HEALTH AND SAFETY) OF THE
HERMOSA BEACH MUNICIPAL CODE TO REGULATE EVICTIONS
BASED ON INTENT TO DEMOLISH OR SUBSTANTIALLY REMODEL
RESIDENTIAL RENTAL PROPERTY AND SETTING FORTH THE FACTS
CONSTITUTING SUCH URGENCY

The City Council of the City of Hermosa Beach does ordain as follows:

SECTION 1. Findings.

- A. The findings set forth in Ordinance No. 20-1406U, 20-1407U, 20-1409U, 20-1414U, 20-1417U, 20-1420U, 20-1422U, and 21-1425U are still applicable and incorporated herein by reference.
- B. The City adopted an urgency ordinance during the COVID-19 pandemic that requires landlords to first obtain building permits to demolish or substantially remodel residential real property before tenants can be evicted to perform the work. The ordinance was extended multiple times and is set to expire on June 30, 2021.
- C. The Tenant Protection Act of 2019, Civil Code Section 1946.2, permits landlords to evict tenants based on the intent to demolish or substantially remodel their residential real property. History has shown that some unscrupulous landlords have abused this just cause ground for eviction by using it as a pretext to evict tenants. Some renters have alerted the City to this problem and after vacating their homes, saw work being done to the property that did not necessitate their eviction.
- D. To ensure that landlords' intent is genuine and that tenants are not evicted earlier than necessary, the City Council finds that residential landlords should not be able to evict tenants before obtaining all necessary approvals and permits to perform the proposed work. This is particularly important as the State's residential eviction moratorium, the COVID-19 Tenant Relief Act, will expire on June 30, 2021 and landlords may want to evict tenants at the first opportunity on July 1.
- E. Pursuant to Civil Code Section 1946.2, the City finds that this Ordinance is more protective than Civil Code Section 1946.2 by requiring property owners to obtain necessary permits prior to terminating a lawful residential tenancy. The City Council also finds that this Ordinance is consistent with and furthers the intent of Civil Code Section 1946.2.
- F. The Hermosa Beach City Council finds that this ordinance is necessary for the preservation of the public peace, health, and safety of residents living within the City and finds urgency to approve this ordinance immediately based on the facts described herein and detailed in the staff report.

SECTION 2. Chapter 8.69, entitled "Evictions Based on the Intent to Demolish or Substantially

Remodel Residential Property” is hereby added to Title 8 (Health and Safety) of the Hermosa Beach Municipal Code to read as follows:

CHAPTER 8.69 EVICTIONS BASED ON INTENT TO DEMOLISH OR SUBSTANTIALLY REMODEL RESIDENTIAL PROPERTY

8.69.010	Definitions.
8.69.020	Requirements.
8.69.030	Applicability.
8.69.040	Remedies.

8.69.010 Definitions.

The following words and phrases, whenever used in this Chapter, shall be construed as defined in this section.

“Residential real property” means any dwelling or unit that is intended for human habitation.

“Substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a government agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

“Tenancy” means the right to lawfully occupy residential real property and includes a lease or sublease.

8.69.020 Requirements.

Before an owner of residential real property may terminate a lawful tenancy to demolish or substantially remodel residential real property pursuant to the Tenant Protection Act of 2019 (California Civil Code Section 1946.2) the owner shall first secure all permits necessary to demolish or substantially remodel the residential real property.

To the extent applicable, the owner must provide relocation assistance in accordance with the California Civil Code Section 1946.2 for a no-fault just cause eviction.

These requirements are in addition to and do not supersede any other obligation the owner may have under applicable local, state, and federal law. No other legal remedies available to owners are affected by this Chapter.

8.69.030 Applicability.

This Chapter shall apply to tenancy termination notices, notices to quit and other eviction notices, and the unlawful detainer actions based on such notices, served or filed on or before July 1, 2021; but, where the time to vacate the property has not passed.

This Chapter shall not apply to the residential real properties or circumstances described in California Civil Code Section 1946.2(e).

8.69.040 Remedies.

This Chapter may be asserted as an affirmative defense in an unlawful detainer proceeding. An owner's failure to comply with this Chapter does not constitute a criminal offense.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or word of this Ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such decision shall not affect the remaining provisions of this Ordinance.

SECTION 4. Environmental Review.

The City Council finds that adoption and implementation of this Ordinance is not a "project" for purposes of the California Environmental Quality Act (CEQA), as that term is defined by CEQA guidelines (Guidelines) sections 15061(b)(3), and 15378(b)(5). The effect of the proposed amendment will be to maintain the status quo. No new development will result from the proposed action. No impact to the physical environment will result. The City Council also alternatively finds that the adoption and implementation of this Ordinance is exempt from the provisions of CEQA as an administrative activity by the City of Hermosa Beach, in furtherance of its police power, that will not result in any direct or indirect physical change in the environment, per sections 15061(b)(3), and 15378(b)(5) of the CEQA Guidelines, as well as CEQA Guidelines section 15064(e) (economic regulations).

SECTION 5. Urgency Declaration; Effective Date.

The City Council finds and declares that the adoption and implementation of this Ordinance is necessary for the immediate preservation and protection of the public peace, health and safety as detailed above and as the City and public would potentially suffer unwarranted and/or premature evictions of residential tenants after the state residential eviction moratorium sunsets on June 30, 2021. Unless this ordinance is immediately adopted, residential tenants in good standing will be without protections from landlords who lack a bona fide intent to substantially remodel or demolish their properties for at least a month. The Council therefore finds and determines that the immediate preservation of the public peace, health and safety, and protection of life and property, require that this Ordinance be enacted as an urgency ordinance pursuant to Government Code section 36937 and take effect immediately upon adoption by four-fifths of the City Council.

SECTION 6. Certification.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published or posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this 22nd day of June 2021.

Justin Massey, Mayor

ATTEST:

Eduardo Sarmiento, City Clerk
(seal)

Date: _____

APPROVED AS TO FORM:

Michael Jenkins, City Attorney

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF HERMOSA BEACH
ADDING CHAPTER 8.69 TO TITLE 8 (HEALTH AND
SAFETY) OF THE HERMOSA BEACH MUNICIPAL CODE TO
REGULATE EVICTIONS BASED ON INTENT TO DEMOLISH
OR SUBSTANTIALLY REMODEL RESIDENTIAL RENTAL
PROPERTY

The City Council of the City of Hermosa Beach does hereby ordain as follows:

Section 1. Findings.

- A. The Tenant Protection Act of 2019, Civil Code Section 1946.2, permits landlords to evict tenants based on the intent to demolish or substantially remodel their residential real property. History has shown that some unscrupulous landlords have abused this no-fault, just cause ground for eviction by using it as a pretext to evict tenants. Some renters have alerted the City to this problem and after vacating their homes, saw work being done to the property that did not necessitate their eviction.
- B. To ensure that landlords' intent is genuine and that tenants are not evicted earlier than necessary, the City Council finds that it is in the interest of the public welfare to require residential landlords to obtain all necessary approvals and permits to perform the proposed work before evicting tenants.
- C. Pursuant to Civil Code Section 1946.2, the City finds that this Ordinance is more protective than Civil Code Section 1946.2 by requiring property owners to obtain necessary permits prior to terminating a lawful residential tenancy. The City Council also finds that this Ordinance is consistent with and furthers the intent of Civil Code Section 1946.2.

Section 2. Chapter 8.69, entitled "Evictions Based on the Intent to Demolish or Substantially Remodel Residential Property" is hereby added to Title 8 (Health and Safety) of the Hermosa Beach Municipal Code to read as follows:

**CHAPTER 8.69 EVICTIONS BASED ON INTENT TO DEMOLISH OR
SUBSTANTIALLY REMODEL RESIDENTIAL PROPERTY**

- 8.69.010** **Definitions.**
- 8.69.020** **Requirements.**
- 8.69.030** **Applicability.**
- 8.69.040** **Remedies.**

8.69.010 Definitions.

The following words and phrases, whenever used in this Chapter, shall be construed as defined in this section.

“Residential real property” means any dwelling or unit that is intended for human habitation.

“Substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a government agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

“Tenancy” means the right to lawfully occupy residential real property and includes a lease or sublease.

8.69.020 Requirements.

Before an owner of residential real property may terminate a lawful tenancy to demolish or substantially remodel residential real property pursuant to the Tenant Protection Act of 2019 (California Civil Code Section 1946.2) the owner shall first secure all permits necessary to demolish or substantially remodel the residential real property.

To the extent applicable, the owner must provide relocation assistance in accordance with the California Civil Code Section 1946.2 for a no-fault just cause eviction.

These requirements are in addition to and do not supersede any other obligation the owner may have under applicable local, state, and federal law. No other legal remedies available to owners are affected by this Chapter.

8.69.030 Applicability.

This Chapter shall apply to tenancy termination notices, notices to quit and other eviction notices, and the unlawful detainer actions based on such notices, served or filed on or before July 1, 2021; but, where the time to vacate the property has not passed.

This Chapter shall not apply to the residential real properties or circumstances described in California Civil Code Section 1946.2(e).

8.69.040 Remedies.

This Chapter may be asserted as an affirmative defense in an unlawful detainer proceeding. An owner's failure to comply with this Chapter does not constitute a criminal offense.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, it shall not affect any remaining provision hereof. The City Council of the City of Hermosa Beach hereby declares that it would have adopted this ordinance despite any partial invalidity of its provisions.

Section 4. CEQA. The City Council finds this ordinance is exempt from the California Environmental Quality Act ("CEQA") as provided in Section 15061(b)(3) of the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3). The ordinance is enacted pursuant to the City's police powers to establish just cause grounds to evict residential tenants. Therefore, it can be seen with certainty that adopting this ordinance would not have a significant adverse effect on the environment under CEQA Guideline 15061(b)(3).

Section 5. Effective Date. Pursuant to California Government Code section 36937, this ordinance shall take effect thirty (30) days after its final passage.

Section 6. Certification. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

PASSED, APPROVED and ADOPTED this ____ day of ____ 2021.

VOTE: AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Justin Massey, Mayor

ATTEST:

APPROVED AS TO FORM:

Eduardo Sarmiento, City Clerk

Michael Jenkins, City Attorney

DATE	ORDINANCE/RESOLUTION	EXPIRATION DATE
<u>March 16, 2020</u>	<p>Resolution No. 20-7230 Confirming the Proclamation of a Local Emergency.</p> <p><u>Pursuant to Section 5:</u> Pursuant to the authority prescribed by Hermosa Beach Municipal Code Section 2.56.090, the City Council hereby orders as follows (the “Order”), to take effect immediately and remain in effect until March 28, 2020, unless extended by the City Council or City Manager:</p> <p style="padding-left: 40px;">A. All restaurants, alcohol beverage establishments and snack shops in the City are hereby ordered closed to onsite patronage; <i>provided, however</i>, that take-out orders and delivery of meals are permitted provided that take-out orders are picked up by a single person and the establishment maintains social distance in any necessary queuing of patrons.</p> <p style="padding-left: 40px;">B. All formal and informal organized and group activities, games and sports, with the exception of family outings, are hereby prohibited in all City parks and the beach;</p> <p style="padding-left: 40px;">C. The City shall prohibit access to play structures at all City parks;</p> <p style="padding-left: 40px;">D. The City shall post signs at all City parks advising that:</p> <p style="padding-left: 80px;">i. COVID-19 is known to survive on various surfaces such as children’s play equipment, bathroom surfaces, tables, benches, railings, and other fixtures, for 72 or more hours; and</p> <p style="padding-left: 80px;">ii. Park users shall maintain social distance as prescribed by Beach Cities Health District, as provided in Exhibit 1 attached hereto;</p> <p style="padding-left: 80px;">iii. Park users with symptoms consistent with COVID-19 infection are encouraged to isolate themselves at home and contact their health care provider or, if they do not have a health care provider, the Los Angeles County Department of Health to assist with receiving prompt diagnosis and care.</p> <p><u>Pursuant to Section 6:</u></p> <p style="padding-left: 40px;">A. Commercial landlords in the City are hereby prohibited from (I) charging rent and (II) evicting commercial tenants for nonpayment of rent with respect to tenants whose businesses are subject to the Order or are otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19 and who demonstrate lost income and inability to pay rent as a result of such limitation or closure. A landlord knows of a tenant’s lost income and inability to pay rent within the meaning of this Order if the tenant, within 30 days after the date rent is due, notifies the landlord in</p>	<p>Section 5 requirements: until March 28, 2020, unless extended by the City Council or City Manager.</p> <p>No expiration date set for Section 6 Measures.</p>

	<p>writing of the lost income and inability to pay rent due to a limitation or closure of the tenant's business related to COVID-19, with appropriate supporting documentation. If a tenant suffers only a partial loss of income, the tenant shall pay the pro-rated share of their rent that corresponds to the income they generated during the period of loss.</p> <p>B. Residential landlords in the City are hereby prohibited from (I) charging rent and (II) evicting residential tenants for nonpayment of rent with respect to tenants whose income is reduced or eliminated as a result of efforts to prevent or reduce the spread of COVID-19 and who demonstrate lost income and inability to pay rent as a result of such loss. A landlord knows of a tenant's lost income and inability to pay rent within the meaning of this Order if the tenant, within 30 days after the date rent is due, notifies the landlord in writing of the lost income and inability to pay rent due to such loss, with appropriate supporting documentation. If a tenant suffers only a partial loss of income, the tenant shall pay the pro-rated share of their rent that corresponds to the income they generated during the period of loss.</p>	
March 24, 2020	<p>Urgency Ordinance No. 20-1406U, Temporary Moratorium on Evictions for Nonpayment of Rent by Residential Tenants and Commercial Tenants, and Temporary Suspension on Residential and Commercial Foreclosures</p> <p>This Moratorium replaced the eviction moratorium in Resolution No. 20-7230</p>	May 31, 2020
April 14, 2020	<p>Urgency Ordinance No. 20-1407U, To Amend the Temporary Moratorium on Foreclosures and Evictions Due to Non-Payment of Rent by Residential and Commercial Tenants Impacted by COVID-19.</p> <p>Amended the Eviction Moratorium in 20-1406U in its entirety in light of Governor Newsom's Financial Relief Package announced on March 25, 2020.</p>	May 31, 2020
April 22, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-01</p> <p>Pursuant to Section 2:</p> <ol style="list-style-type: none"> 1. Cancellation of non-essential large public events, senior and community programs, and limitations on public access to some City facilities (effective March 12, 2020). 2. Cancellation of P.A.R.K. After School Program (effective March 13, 2020). 3. Closure of City Hall (effective March 16, 2020). 	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted</p>

City of Hermosa Beach
COVID-19 Related Resolutions\Ordinances

Good thru 05/07/21

	<p>4. Cancellation of Wednesday Farmers Market (effective March 18, 2020) and Friday Farmers Market (effective March 20, 2020).</p> <p>5. Business License renewal dates extended to May 31, 2020 (effective March 25, 2020).</p> <p>6. Parking Permit renewal dates extended to May 31, 2020 (effective March 25, 2020).</p> <p>7. Parking citation unbilled late fees delayed until May 31, 2020 (effective March 25, 2020).</p> <p>8. Parking citation DMV holds delayed until May 31, 2020 (effective March 25, 2020).</p> <p>9. Temporary banner permit requirements waived through May 31, 2020 (effective March 25, 2020).</p> <p>10. Closure of beach and Strand (effective March 27, 2020).</p> <p>11. Closure of City parks on Easter Sunday (effective April 9, 2020).</p> <p><i>*This order was confirmed at the April 28th meeting.</i></p>	<p>ordinance or order of the City Council expressly superseding this Order.</p>
April 27, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-02</p> <p><u>Pursuant to section 2:</u></p> <p>1. The ten cents (\$0.10) per recycled paper carryout bag charged to customers by affected retail establishments provided by Hermosa Beach Municipal Code Section 8.68.040 is hereby suspended.</p> <p>2. All restaurants, snack shops and similar businesses that serve food (and, optionally, groceries) and alcohol via delivery, pick-up or drive-thru shall not provide any alcohol to a customer prior to providing the entire food/meal order; i.e. all alcohol shall be provided to the customer concurrently with the delivery of food. All such establishments shall monitor customers waiting for food to ensure that no one is consuming alcohol on or adjacent to the premises.</p> <p><i>*This Order was confirmed at the May 12th meeting.</i></p>	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>

<p>May 14, 2020</p>	<p>City Manager/Director of Emergency Services Executive Order No. 2020-03</p> <p><u>Pursuant to Section 2:</u></p> <p>Consistent with the provisions of the County Health Officer’s May 13, 2020 Revised Order, the beach will be open from 6:00 a.m. to 9:00 p.m. subject to the following:</p> <ol style="list-style-type: none"> 1. Only the following limited activities are allowed: <ol style="list-style-type: none"> i. Individual or household ocean activities such as surfing, swimming, kayaking, paddle boarding, and body surfing. ii. Individual or household active recreation and exercise such as walking and running where the participants do not remain in a stationary location. 2. The following activities are prohibited: <ol style="list-style-type: none"> i. Sunbathing, sitting, lying on the sand and other stationary activities (such as yoga, calisthenics, or meditation). ii. Picnicking. iii. Use of chairs, canopies or coolers. iv. Biking. v. Group or organized sports such as volleyball vi. Gatherings or events. vii. Fishing. 3. Individuals/households must exit the beach immediately after they recreate. 4. All beachgoers must follow the following safety requirements: <ol style="list-style-type: none"> i. Maintain more than 6 feet physical distance from others at all times (except between members of same household). ii. Wear face coverings, when out of the water and around others (except for children under age 2 and children with breathing problems). 5. All City parks and the beach are closed daily from 9:00 p.m. to 6:00 a.m. 6. The Strand and Pier remain closed. 7. City parking facilities are subject to the following regulations, subject to further modification by the City Manager/Director of Emergency Services as may be required to maintain public safety and order and to enforce the City’s emergency orders: 	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
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	<ul style="list-style-type: none"> i. All, or parts of, Lot A, Lot B, Lot C, and Lot D will be closed. ii. Temporary short-term parking spaces will be established in Lot A and Lot D. iii. Monthly permit parking spaces will be provided in Lot D. iv. Temporary parking spaces will be designated at various locations on City streets. <p>8. Consistent with the provisions of the County Health Officer's May 13, 2020 Revised Order, all Lower Risk retail Businesses that sell goods and services to the public may only provide these goods and services to the public via curbside, doorside, or other outdoor or outside pickup, or via delivery. Members of the public are not permitted inside a retail Low-Risk Retail Business. Lower Risk Businesses may set up a table or shade structure in a manner to accommodate pickup, provided that patrons practice social distancing as provided in the May 13, 2020 Revised Order and provided that minimum 5-foot clearance is maintained along public walkways. Outdoor display of merchandise is prohibited.</p> <p>9. In addition to enforcement remedies available to the City as provided in the Hermosa Beach Municipal Code, emergency executive orders issued by the City Manager/Director of Emergency Services and emergency resolutions adopted by the City Council shall be enforceable by way of:</p> <ul style="list-style-type: none"> i. Imposing an administrative citation pursuant to HBMC Chapter 1.10. ii. Prosecuting a misdemeanor, punishable by a fine of not to exceed one thousand (\$1,000) dollars or by imprisonment for not to exceed six months, or both. <p><i>*This Order was confirmed during the <u>May 26th</u> meeting as amended by Resolution 7236.</i></p>	
May 21, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-04</p> <p><u>Pursuant to Section 3.</u> The City Manager and Director of Emergency Services now seeks to extend the duration of the emergency orders listed in Section 5 of Resolution No. 20-7230, as revised and restated below. The following emergency orders are issued effective as of the date set forth below and shall supersede any previous emergency orders inconsistent herewith:</p> <p>A. All restaurants, alcohol beverage establishments and snack shops in the City are hereby ordered closed to onsite patronage; <i>provided, however</i>, that (i) take-out orders and delivery of meals are permitted, provided that take-out orders are picked up by way of a drive-through window or by a single person and the establishment maintains social distance in any necessary queuing of patrons, and (ii) outdoor dining will be permitted upon issuance of and as provided in Executive Order 2020-05.</p> <p>B. All gyms and fitness centers are hereby ordered closed in accordance with the March 16, 2020 Order of the Health Officer of the Los Angeles County Department of Public Health.</p>	The Order may be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.

	<p>C. All formal and informal organized and group activities of any size, including but not limited to all games and sports, with the exception of family outings and use of the City's tennis and pickleball courts in accordance with City regulations, are hereby prohibited in all City parks, the beach, Pier Plaza and other public spaces.</p> <p>D. Access to play structures and exercise equipment in all City parks, the beach, and the Greenbelt is hereby prohibited.</p> <p>E. The City shall post signs at all City parks, the Greenbelt, the beach, Pier Plaza and the Strand advising that:</p> <ul style="list-style-type: none"> I. COVID-19 is known to survive on various surfaces such as children's play equipment, bathroom surfaces, tables, benches, railings and other fixtures, for 72 or more hours; II. Users of public spaces shall maintain social distance as prescribed by Beach Cities Health District, as provided in Exhibit 1 attached hereto; and III. Users of public spaces with symptoms consistent with COVID-19 infection are encouraged to isolate themselves at home and contact their health care provider, or if they do not have a health care provider, the Los Angeles County Department of Health to assist with receiving prompt diagnosis and care. <p><u>Pursuant to Section 4:</u></p> <p>In addition to the emergency orders listed in Section 3 above, the City Manager and Director of Emergency Services further orders that:</p> <p>A. The enforcement of City street sweeping restrictions suspended on March 16, 2020, as a part of the City's effort to combat COVID-19, shall resume on June 8, 2020.</p> <p><i>*This Order was confirmed at the May 26th meeting.</i></p>	
May 21, 2020	<p>Resolution No. 7236, Rescinding Portions of Executive Order Nos. 2020-01 and 2020-03 to reopen the Strand:</p> <p><u>Pursuant to Section 2:</u>The Strand is re-open for public use effective 6:00 a.m. on Saturday, May 23, 2020; Section 2, paragraph 10 of Executive Order No. 2020-01 and Section 2, paragraph 3 of Executive Order No. 2020-03 are hereby rescinded.</p>	No expiration date stated.

City of Hermosa Beach
COVID-19 Related Resolutions\Ordinances

Good thru 05/07/21

May 26, 2020	<p>Urgency Ordinance No. 20-1409U, Extending the Temporary Moratorium on Evictions</p> <p><u>Pursuant to Section 2:</u></p> <p>Ordinance No. 20-1407U will remain in effect until July 31, 2020. All other provisions of Ordinance No. 20-1407U remain the same.</p>	Eviction Moratorium Period extended to July 31, 2020 .
May 26, 2020	<p>Executive Order No. 2020-05, Implementing a Temporary Permit for Outdoor Dining/Seating and Outdoor Retail Display to Assist in the Reopening of Restaurants, and Food and Retail Establishments.</p> <p><u>Pursuant to Section 2:</u></p> <p style="padding-left: 40px;">A. Established a temporary permit program for outdoor dining/seating.</p> <p style="padding-left: 40px;">B. Established a temporary permit program to permit City businesses to display merchandise on the street.</p> <p style="padding-left: 40px;">C. Provisions of HBMC §§ 17.26.050(B), (C), and 17.44.030 regarding off-street parking requirements for commercial and business uses are temporarily suspended to allow for the implementation of the above.</p> <p><i>*This Order was confirmed at the June 9th meeting.</i></p>	Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.
June 9, 2020	<p>Urgency Ordinance No. 1410U, Implementing a Temporary Permit for Outdoor Dining/Seating and Outdoor Retail Display to Assist in the Reopening of Restaurants, Food, and Retail:</p> <p>Section 2 reiterates subsection (A) and (C) in Executive Order No. 2020-05 above, and suspends these additional HBMC §§ 17.38.550(B), 12.16.090 and 12.16.100.</p>	No expiration date stated.
June 15, 2020	<p>City Manager/Director of Emergency Services Order No. 2020-06</p> <p><u>Pursuant to Section 2</u>. The following emergency order shall supersede Section 2, paragraphs 1 and 2 (only as applied to the beach) of Executive Order No. 2020-03:</p> <p style="padding-left: 40px;">The beach will be open from 6:00 a.m. to 12:00 a.m. subject to the following:</p> <p style="padding-left: 80px;">a. The following activities are allowed:</p>	Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of

	<ul style="list-style-type: none"> i. Individual or household ocean activities such as surfing, swimming, kayaking, paddle boarding, and body surfing. ii. Individual or household active recreation and exercise such as walking and running. iii. Sitting, lying, picnicking or otherwise congregating or engaging in stationary activities (such as yoga, calisthenics, or meditation on the sand individually or with members of the same household. iv. Use of chairs, canopies or coolers. <p>b. The following activities are prohibited:</p> <ul style="list-style-type: none"> v. Group or organized sports such as volleyball. vi. Gatherings or events. <p>c. All beachgoers must follow the following safety requirements:</p> <ul style="list-style-type: none"> i. Maintain more than 6 feet physical distance from others at all times (except between members of same household) ii. Wear face coverings, when out of the water and in contact with others who do not belong to the same household (except for children under age 2 and children with breathing problems). <p><u>Pursuant to Section 3.</u> The following emergency order shall supersede Section 2, paragraph 3 of Executive Order No. 2020-03:</p> <p>The City Pier will re-open on June 15, 2020 for normal operational hours of 6:00 AM to 10:00 PM. Pier users must maintain physical distance, avoid gatherings and wear a face covering when physical distance cannot be maintained.</p> <p><u>Pursuant to Section 4.</u> The following emergency order shall supersede Section 2, paragraph 5 of Executive Order No. 2020-03 and Section 3, paragraph A of Executive Order No. 2020-04:</p> <p>A. Lower risk retail businesses may open for business in accordance with Appendix B of the June 11 Revised Order.</p> <p>B. Non-retail lower risk manufacturing and logistics sector business that supply low-risk retail business may open for business in accordance with Appendix C of the June 11 Revised Order.</p>	<p>the City Council expressly superseding this Order.</p>
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	<p>C. Non-essential office-based businesses may open for business in accordance with Appendix D of the June 11 Revised Order.</p> <p>D. Hair salons and barbershops may open for business in accordance with Appendix H of the June 11 Revised Order.</p> <p>E. Art galleries and museums may open for business in accordance with Appendix M of the June 11 Revised Order.</p> <p><u>Pursuant to Section 5.</u> Section 3, Paragraph B of Executive Order No. 2020-04 pertaining to gyms and fitness centers is rescinded and those businesses may re-open in compliance with Gym and Fitness Establishments Protocols (Appendix L) of the June 11 Revised Order.</p> <p><u>Pursuant to Section 6.</u> Notwithstanding the provisions of Section 3, paragraph C of Executive Order No. 2020-04 to the contrary:</p> <p>A. <u>Day Camps and Camp Permits.</u> City run and City-permitted day camps are permitted to resume operations. Camp operators must comply with the Los Angeles County Health Department Day Camp Protocol (Appendix K) and submit the completed protocol checklist to the City prior to issuance of a permit.</p> <p>B. <u>Outdoor Fitness Permits.</u> Outdoor fitness instruction will be permitted to resume only for activities that are specifically allowed within the June 11 Revised Order. Operators must comply with the Los Angeles County Public Health Department Gym and Fitness Protocol (Appendix L) and submit the completed protocol checklist to the City prior to issuance of a permit.</p> <p><u>Pursuant to Section 7.</u> Notwithstanding the provisions of Section 2, paragraph 4 of Executive Order No. 2020-03 to the contrary:</p> <p>A. Parking Lot A is reopened for use for non-permit holders with a new time limit of 3 hours per day, and for use by monthly permit holders.</p> <p>B. Parking Lot B is reopened for use for non-permit holders.</p> <p>C. Parking Lot D temporary restrictions are removed.</p> <p><i>*This Order was confirmed at the June 23rd meeting.</i></p>	
June 24, 2020	City Manager/Director of Emergency Services Executive Order No. 2020-07	Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director

	<p><u>Pursuant to Section 2.</u> The following emergency order shall supersede Section 3, paragraph A of Executive Order No. 2020-04:</p> <p>Bars, wineries and brewery tasting rooms may open for business in accordance with Appendix S of the County Health Officer's June 18, 2020 Revised Order.</p>	<p>of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
June 29, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-08.</p> <p><u>Pursuant to Section 2:</u></p> <p>Bars, wineries, breweries and wine tasting rooms are closed in accordance with paragraph 7, subsections (b) and (c) of the Revised Order (Revised Order refers to LA County Health June 29, 2020 Health Order)</p> <p><u>Pursuant to Section 3:</u></p> <p>Restaurants and food facilities must abide by paragraph 18, subsection (l) of the County Health Officer's Revised Order and Appendix I, to establish a "reservation only" system to notify patrons of seating availability and to allow for the collection of contact information to be utilized for contact-tracing if needed.</p> <p><i>*This Order was confirmed at the July 1st meeting.</i></p>	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
July 1, 2020	<p>Resolution No. 20-7249, Temporarily Suspending for the Duration of the Fourth of July Holiday Weekend Specified City Manager Orders and City Council Resolutions</p> <p>Pursuant to Section 2:</p> <p>A. Notwithstanding Section 2(4) of Executive Order No. 2020-03, the following City parking facilities are closed from 12:01 a.m. July 3, 2020 through 5:00 a.m. on the morning of July 6, 2020:</p> <ul style="list-style-type: none"> a. Parking Lot A; and b. Parking Lot B spaces will be reassigned for use by monthly permit holders only. <p>B. Notwithstanding Executive Order No. 2020-05 and any ordinance or permit entitlement to the contrary, all dine-in restaurants in the City shall close for</p>	<p>These are temporary measures and shall expire on the BOLD dates to the left.</p>

	<p>business at 11:00 p.m. each evening until 5:00 a.m. the following morning from July 3, 2020 to and including July 5, 2020.</p> <p>C. Notwithstanding any ordinance or permit entitlement to the contrary, all off-sale alcohol establishments, including but not limited to liquor stores and grocery stores, shall cease all sales of alcoholic beverages at 11:00 p.m. each evening until 6:00 a.m. the following morning from July 3, 2020 to and including July 5, 2020.</p> <p>D. Lower Pier Plaza is closed from 12:01 a.m. through 5:00 a.m. the same morning from July 4, 2020 to and including July 6, 2020.</p>	
July 17, 2020	<p>City Manager/Director of Emergency Services Executive Order No. 2020-09, Implementing Emergency Measures to Temporarily Permit Gyms, Fitness Facilities, Hair Salons and Barbershops to Operate Outdoors During the COVID-19 Crisis.</p> <p><u>Pursuant to Section 2:</u></p> <ul style="list-style-type: none"> Hermosa Beach Municipal Code sections 17.26.050(B), 17.44.030 and 17.38.550 are temporarily suspending during the term of City State and LA County COVID-19 emergency orders to temporarily permit gyms, fitness facilities, hair salons and barbershops to operate outdoors. <p><i>*This Order was confirmed at the July 28th meeting.</i></p>	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
July 28, 2020	<p>Urgency Ordinance No. 20-1415U, Temporarily Suspending Local Zoning to Permit Specified Businesses to Operate Outdoors, Permit Certain Home occupations to Operate without a Commercial Business Location and Require Members of the Public to wear a Face Covering.</p> <p><u>Pursuant to Section 2.</u> Hermosa Beach Municipal Code Sections 17.26.050 (B), 17.44.030, 17.38.550(B) and 17.08.020(D)(14) regarding uses permitted within commercial zones, off-street parking requirements for commercial and business uses within commercial zones, and home occupation permits are temporarily suspended to allow for the implementation of items A and B below on a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p> <p>A. Gyms, fitness centers, hair salons, barbershops and personal care establishments (to the extent permitted by the State Board of Barbering and Cosmetology) may operate outdoors to assist in their economic recovery in accordance with the “Outdoor Commercial Uses Operational Standards” attached hereto as Exhibit A and incorporated herein by reference.</p>	<p>The measures adopted in Section 2, are temporary and shall continue during the term of the City, State and Los Angeles County COVID-19 emergency orders</p> <p>No specific expiration date set for Section 3.</p> <p>No specific expiration date set for Section 4.</p>

	<p>B. Consistent with the Los Angeles County Health Officer Reopening Protocol for Personal Care Establishment in Appendix R, “personal care services” shall include: nail salons, tanning salons, esthetician, skin care, cosmetology services and massage therapy (in a non-healthcare setting). Electrology, tattooing, microblading, permanent make-up and piercing may not operate outdoors because they are invasive procedures that require a controlled hygienic environment to be performed safely. Mobile or in-home personal care services are not allowed.</p> <p>C. Professional offices, including but not limited to the healing arts, law, accounting, real estate, clergy, insurance and similar professional or semiprofessional offices may render their services from their residence with a home occupation permit regardless if they comply with Municipal Code section 17.08.020(D)(14), to allow them to continue to operate and pursue their livelihoods while complying with California and Los Angeles County Health orders in response to COVID-19.</p> <p><u>Pursuant to Section 3.</u> The following emergency measures are adopted:</p> <p>A. All persons shall wear a face covering over both the nose and mouth whenever they are present in the following locations within the City:</p> <ul style="list-style-type: none"> a. The Beach. b. Downtown Hermosa Beach, defined as (i) the area bounded by the southerly edge of the 10th Street right-of-way on the south, the northerly edge of the 14th Street right-of-way on the north, the easterly edge of the Strand on the west and the easterly edge of the Hermosa Avenue right-of-way on the east, and (ii) Upper Pier Avenue (inclusive of sidewalks) from Hermosa Avenue to Valley Drive. c. The Greenbelt. d. All City parks. e. Pier Plaza. f. The Strand. <p>B. All persons shall wear a face covering over both the nose and mouth whenever they leave their place of residence and are or can be in contact with or walking near or past others who are non-household members in both public and private places whether indoors or outdoors, in all locations in the City other than those locations described in and subject to the proscription set forth in paragraph A of this Section 3.</p> <p>C. Paragraphs A and B of this Section 3 shall not apply to:</p> <ul style="list-style-type: none"> a. Persons younger than two years old; 	
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	<p>b. Persons who have been instructed by a medical provider not to wear a face covering due to a medical condition, mental health condition, or disability that prevents wearing a face covering;</p> <p>c. Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication;</p> <p>d. Persons who are swimming or engaged in other water-based activities; and</p> <p>e. Healthcare workers, first responders, and others whose work requires close contact with people who are ill.</p> <p>D. For purposes of this Ordinance, “face covering” shall mean: fabric coverings, such as cloth masks, scarves, bandanas, tightly woven fabric such as cotton t-shirt, and some types of towels that cover the nose and mouth. Medical-grade masks and N-95 respirators are not required.</p> <p>E. Persons who are seated at a restaurant or other establishment that offers food or beverage service shall wear a cloth face covering over both the nose and mouth unless they are eating or drinking.</p> <p>F. With respect to persons on the beach, this Ordinance supersedes Section 2(c)(ii) of City Manager Executive Order No. 2020-06.</p> <p>G. The provisions of this Section 3 shall be enforced by way of issuance of administrative citations pursuant to HBMC Chapter 1.10.</p> <p><u>Pursuant to Section 4.</u> In addition to enforcement remedies available to the City as provided in the Hermosa Beach Municipal Code, emergency executive orders issued by the City Manager/Director of Emergency Services and confirmed by City Council, and emergency ordinances, orders and resolutions adopted by the City Council shall be enforceable by way of:</p> <p>A. Imposing an administrative citation pursuant to HBMC Chapter 1.10.</p> <p>B. Prosecuting a misdemeanor, punishable by a fine of not to exceed one thousand (\$1,000) dollars or by imprisonment for not to exceed six months, or both.</p>	
July 28, 2020.	<p>Urgency Ordinance No. 2020-1414U, Extending the Temporary Moratorium on Evictions During the COVID-19 Pandemic</p> <p><u>Pursuant to Section 2.</u></p>	<p>Moratorium period for both commercial and residential tenants is March 16 through September 30, 2020</p>

	<p>A. During the moratorium period declared in response to COVID-19, no landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19. The moratorium period is March 16, 2020 through September 30, 2020.</p> <p>B. Nothing in this ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the moratorium period and the tenant must repay within six months of the expiration of the moratorium period. A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this ordinance through the eviction process. A landlord shall not commence an eviction during the six months after the end of the moratorium period so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period. Nonpayment of rent in accordance with the terms of this ordinance shall not be grounds for eviction of a tenant even after expiration of the moratorium period.</p> <p><u>Pursuant to Section 3.</u></p> <p>A. During the moratorium period declared in response to COVID-19, no <u>commercial</u> landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant's businesses is subject to the Orders referenced in Section 1 of this Ordinance or is otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19 and the tenant demonstrates lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19. The moratorium period is March 16, 2020 through September 30, 2020.</p> <p>B. Nothing in this ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after the expiration of the moratorium period and the tenant must pay within six months of the expiration of the moratorium period. A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this ordinance, through the eviction process during or after the moratorium period. A landlord shall not commence an eviction during the six months after the end of the moratorium period for non-payment of rent, so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period. Nonpayment of rent in accordance with the terms of this ordinance shall not be grounds for eviction of a tenant even after expiration of the moratorium period.</p> <p><u>Pursuant to Section 4.</u></p>	
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	<p>A. For mortgagors that are not eligible for financial relief under Governor Newsom's Financial Relief Package, no foreclosure action against a property owner shall be initiated or proceed during the moratorium period in the City for any mortgagor with a demonstrated financial impact related to COVID-19. Nothing in this ordinance shall relieve the mortgagor of liability for any unpaid mortgage payments, which the mortgagee may seek after expiration of the moratorium period and the mortgagor must pay within six months of the expiration of the moratorium period unless a different time is agreed to between the parties. A mortgagee may not charge or collect a late fee or penalty for payments that are delayed for the reasons stated in this ordinance. The moratorium period is March 16, 2020 through September 30, 2020.</p>	
August 13, 2020	<p>City Manager\Director of Emergency Services Executive Order No. 2020-10, Implementing Emergency Measures to Temporarily Permit Places of Worship to Operate outdoor During the COVID-19 Pandemic.</p> <p><u>Pursuant to section 2.</u> The provisions of Hermosa Beach Municipal Code Sections 17.26.050 (B), 17.44.030, 17.38.550(B) and 17.40.020 regarding uses permitted within commercial zones, off-street parking requirements and uses for which a conditional use permit is required are hereby temporarily suspended, to the extent they conflict with this Order, to allow for the implementation of item A below on a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p> <p>A. Places of worship and providers of religious services and cultural ceremonies (referred to collectively as "Places of Worship"), may operate outdoors in accordance with Appendix F of the County's July 18th Order, as that protocol may be updated from time to time by the County Health Officer.</p> <p><i>*This Order was confirmed at the Aug. 25th meeting.</i></p>	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
August 25, 2020	<p>Urgency Ordinance No. 1416U, to Temporarily Permit Places of Worship to Operate Outdoors During the COVID-19 Pandemic.</p> <p><u>Pursuant to section 2.</u> The provisions of Hermosa Beach Municipal Code Sections 17.26.050 (B), 17.44.030, 17.38.550(B) and 17.40.020 regarding uses permitted within commercial zones, off-street parking requirements and uses for which a conditional use permit is required are hereby temporarily suspended, to the extent they conflict with this Ordinance, to allow for the implementation of item A below on a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p>	<p>On a temporary basis during the term of the City, State and Los Angeles County COVID-19 emergency orders:</p>

	<p>A. Places of worship and providers of religious services and cultural ceremonies (referred to collectively as “Places of Worship”), may operate outdoors in accordance with Appendix F of the County’s Health Officer Order, as that protocol may be updated from time to time by the County Health Officer.</p>	
August 25, 2020	<p>City Manager Executive Order No. 2020-11, Implementing Temporary Lane Closures on Hermosa Ave. to Facilitate Outdoor Recreation and Economic Recovery in Accordance with Health officer Orders for Control of COVID-19.</p> <p>1. Beginning August 20, 2020, the City in consultation with the City’s traffic consultant, may temporarily close to vehicular traffic the northbound and southbound # 2 travel lanes (closest to the curb) on Hermosa Avenue from the 800 block at 8th Street to the 1300 block at 14th street. Lane closures will continue for 6 months following the complete implementation of the traffic control measures approved by the City Council on Aug. 11, unless the closures are extended for a longer period or sooner terminated by the City Council or Director of Emergency Services.</p> <p>2. Beginning Aug. 20, 2020, the City in consultation with the City’s traffic consultant, may temporarily close to vehicular traffic the right turn lanes from westbound Greenwich Village to northbound Hermosa Ave. and the part of Hermosa Ave. immediately adjacent to 2626 Hermosa Ave. The lanes may remain closed until Jan 13, 2021, unless the closures are extended for a longer period or sooner terminated by the City Council.</p> <p>3. The City shall post signs giving notice of these temporary measures.</p> <p>4. Use of the closed lanes or parking spaces for any commercial purpose requires a Temporary Permit for Outdoor Dining/Seating and Outdoor Retail Display, as set out in the recitals of this Order.</p> <p><i>*This Order was confirmed at the Aug. 25th meeting</i></p>	<p>The duration of each measure is specified in BOLD to the left.</p>
September 10, 2020	<p>City Manager Executive Order No. 2020-12, Implementing Emergency Measures to Temporarily Defer Payment of City Business Taxes During the COVID-19 Pandemic</p> <p><u>Pursuant to Section 2:</u> Hermosa Beach Municipal Code Sections 5.04.190, 5.04.200 and 5.04.240 regarding City business taxes are hereby temporarily suspended to the extent they conflict with this Order, to allow for implementation of the following:</p> <p>A. The business tax due and payable on and after March 31, 2020 shall be deferred and interest and penalties waived for any business that ceased all business operations between March 16 and 31, 2020, has been entirely closed and remains closed as of the date of this Order due to the</p>	<p>Shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of</p>

	<p>COVID-19 pandemic.</p> <p>B. Business taxes deferred pursuant to paragraph A above are deferred until the business resumes operation, at which time the tax due will be prorated until the business' next tax payment anniversary date.</p> <p>C. In order to be eligible for the deferral provided for in paragraph A above, the business owner must sign a statement under penalty of perjury that provides dates of closure supported by documentation of the closure satisfactory to the City. If the foregoing statement is found to be untrue, the past due business tax, including penalties and interest, shall become payable immediately.</p> <p>D. A business that is eligible for the deferral provided for in paragraph A and that paid a business tax on or after March 31, 2020 is entitled to and may apply to the City for a refund of the tax.</p> <p><i>* This order was confirmed at the Sep. 22nd meeting</i></p>	<p>the City Council expressly superseding this Order.</p>
<p>September 22, 2020</p>	<p>Urgency Ordinance No. 20-1417U, Clarifying the Temporary Moratorium on Evictions During the COVID-19 Pandemic</p> <p><u>Pursuant to Section 2.</u></p> <p>A. During the moratorium period declared in response to COVID-19, no <u>commercial</u> landlord shall endeavor to evict a tenant for nonpayment of rent if the tenant demonstrates that the tenant's businesses is subject to the Orders referenced in Section 1 of this ordinance or is otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19 and the tenant demonstrates lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19. For purposes of this Section 2, the moratorium period is March 16, 2020 through January 31, 2021.</p> <p>B. A landlord knows of a tenant's lost income and inability to pay rent within the meaning of this Section 2 if the tenant, within 30 days after the date rent is due, notifies the landlord in writing of the lost income and inability to pay rent due to a limitation or closure of the tenant's business related to COVID-19, and provides appropriate supporting documentation within 30 days of providing the notice. If a tenant suffers only a partial loss of net income, the tenant shall pay the pro-rated share of their rent that corresponds to the net income they generated during the period of loss.</p> <p>C. Nothing in this Section 2 shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the moratorium period, and which tenant must pay within six months of the expiration of the moratorium period (i.e. no later than July 31, 2021). A landlord may not</p>	<p>For <u>commercial</u> tenants, the eviction moratorium period for commercial tenants is March 16, 2020 through January 31, 2021.</p> <p>For <u>residential</u> tenants, the "repayment period" for deferred rent that came or will come due between March 1, 2020 through January 31, 2021 inclusive, is October 1, 2020 through March 31, 2021.</p>

	<p>charge or collect a late fee or interest for rent that is delayed for the reasons stated in this Section 2; nor may a landlord seek rent that is delayed for the reasons stated in this Section 2, through the eviction process during or after the moratorium period. A landlord shall not commence an eviction during the six months after the end of the moratorium period for non-payment of rent, so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period</p> <p><u>Pursuant to Section 3.</u></p> <p>A. With respect to <u>residential</u> evictions for non-payment of rent due to financial impacts from COVID-19, the following applies:</p> <p>1. The “repayment period” for deferred rent that came or will come due between March 1, 2020 through January 31, 2021 (defined under the Act as “COVID-19 rental debt”), inclusive, is October 1, 2020 through March 31, 2021.</p> <p>2. For the period of time of March 16, 2020 through September 30, 2020 (the “moratorium period”), no residential landlord shall endeavor to evict a tenant for nonpayment of rent, if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19, subject to subparagraphs (a) and (b) of Section 3(A)(2) of this Ordinance. A landlord shall not commence an eviction during the six months after the end of the moratorium period, so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period. A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this Paragraph 2.</p>	
<u>October 27, 2020</u>	<p>Resolution No. 20-7262, Implementing Emergency Measures to Prevent Customers Queuing for Outdoor Dining at Sit-Down Restaurants</p> <p><u>Pursuant to Section 2.</u></p> <p>A. No dine-in restaurant shall permit the congregating or lining up of customers in any public right-of-way. The congregating or lining up of customers outside a dine-in restaurant, in any manner, on sidewalks or other public rights of way is prohibited.</p> <p>B. Unless no table is available, a dine-in restaurant must immediately seat customers in its outdoor dining area if the customer is dining on-site. In the event no table is available, the restaurant staff shall ask the customer to wait in a vehicle or at a location away from the restaurant premises.</p>	Shall remain in effect until repealed or superseded.

	<p>C. Dine-in restaurants shall implement a phone reservation or call-back system that notifies customers via text, phone call, or other method once a table has become available. No customer shall be permitted in the dining area until the customer has been notified by the restaurant that he or she can be seated.</p> <p>D. Restaurant staff shall be responsible for instructing dine-in customers not to form lines or congregate in abutting public areas while waiting to be seated.</p>	
November 24, 2020	<p>Urgency Ordinance No. 20-1420U, Temporary Moratorium on Commercial Evictions During the COVID-19 Pandemic</p> <p><u>Pursuant to Section 2:</u> Section 2 of Ordinance No. 20-1417U (The Temporary Moratorium on Evictions for Non-Payment of Rent by Commercial Tenants Impacted by the COVID-19 Crisis) is amended by renumbering Subsection “E” as Subsection “F” and adding a new Subsection E to read as follows. Subsection A, B, C and D of Section 2 remain unchanged.</p> <p>E. During the moratorium period declared in response to COVID-19, no commercial landlord shall terminate a tenancy to demolish or substantially remodel the commercial real property unless and until the landlord secures all permits necessary to perform the work. For purposes of this Subsection, “substantially remodel” means to make a modification of the property that requires a permit from the City. This ordinance shall apply to tenancy termination notices, notices to quit and other eviction notices, and the unlawful detainer actions based on such notices, served or filed on or before the effective date of this ordinance; but, where the time to vacate the property has not passed.</p> <p>F. No other legal remedies available to a commercial landlord are affected by this ordinance.</p>	The eviction moratorium period for <u>commercial tenants</u> is March 16, 2020 through January 31, 2021.
December 8, 2020	<p>Urgency Ordinance No. 20-1422U, Amending the Temporary Moratorium on Residential Evictions During the COVID-19 Pandemic</p> <p><u>Pursuant to 2:</u> Section 3 of Ordinance No. 20-1417U (The Temporary Moratorium on Evictions for Non-Payment of Rent by Residential Tenants Impacted by the COVID-19 Crisis) is amended by adding Paragraph 7 to Subsection A to read as follows. All other provisions of Subsection A remain unchanged.</p> <p>7. Starting on the effective date of this ordinance through January 31, 2021, no residential landlord shall terminate a tenancy to demolish or substantially remodel the residential real property unless and until the landlord secures all permits necessary to perform the work. For purposes of this Section, “substantially remodel” means to make a modification of the property that requires a permit from the City. This ordinance shall apply to tenancy termination notices, notices to quit and other eviction notices, and the unlawful</p>	The “repayment period” for deferred rent that came or will come due for <u>residential tenants</u> between March 1, 2020 through January 31, 2021 inclusive, is October 1, 2020 through March 31, 2021.

	<p>detainer actions based on such notices, served or filed on or before the effective date of this ordinance; but, where the time to vacate the property has not passed.</p> <p>(a) To the extent applicable, landlords must provide relocation assistance and satisfy other requirements in accordance with the Tenant Protection Act of 2019 (Cal. Civil Code § 1496.2) for a no-fault just cause eviction.</p> <p>(b) No other legal remedies available to landlords are affected by this Paragraph 7.</p>	
January 26, 2021	<p>Urgency Ordinance No. 21-1425U, Clarifying and Extending the Temporary Commercial and Residential Moratorium on Evictions During the COVID-19 Pandemic</p> <p><u>Pursuant to Section 2:</u> The Temporary Moratorium on Evictions for Non-Payment of Rent by Commercial Tenants Impacted by the COVID-19 Crisis, as most recently amended in Urgency Ordinance No. 20-142OU was amended to make the following changes:</p> <p>A. During the moratorium period, no commercial landlord shall evict a tenant for nonpayment of rent provided the tenant demonstrates that (1) the tenant’s businesses is subject to the Orders referenced in Section 1 of this Ordinance or is otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19, and (2) the tenant demonstrates lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19. The moratorium period is March 16, 2020 through March 31, 2021.</p> <p>D. Nothing in this Section 2 shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the moratorium period, and which tenant must pay within six months of the expiration of the moratorium period (i.e. no later than September 31, 2021). A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this Section 2; nor may a landlord seek rent that is delayed for the reasons stated in this Section 2, through the eviction process during or after the moratorium period. A landlord shall not commence an eviction during the six months after the end of the moratorium period for non-payment of rent, so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period.</p> <p>E. During the moratorium period, no commercial landlord shall terminate a tenancy to demolish or substantially remodel the commercial real property unless and until the landlord secures all permits necessary to perform the work.</p>	<p>The moratorium period for <u>commercial tenants</u> is March 16, 2020 through March 31, 2021.</p> <p>The “repayment period” for deferred rent that came or will come due for <u>residential tenants</u> between March 1, 2020 through January 31, 2021, or any later date as may be determined by applicable state law (defined under the Act as “COVID-19 rental debt”), inclusive, is October 1, 2020 through March 31, 2021.</p>

	<p>Pursuant to <u>Section 3</u>, The Temporary Moratorium on Evictions for Non-Payment of Rent by Residential Tenants Impacted by the COVID-19 Crisis, as most recently amended in Urgency Ordinance No. 20-1422U, was clarified to comport with state law restated to include the following (See link to ordinance for all amendments made):</p> <p>A. With respect to residential evictions for non-payment of rent due to financial impacts from COVID-19, the following applies:</p> <ol style="list-style-type: none"> 1. The “repayment period” for deferred rent that came or will come due between March 1, 2020 through January 31, 2021, or any later date as may be determined by applicable state law (defined under the Act as “COVID-19 rental debt”), inclusive, is October 1, 2020 through March 31, 2021. 2. For the period of time of March 16, 2020 through September 30, 2020 (the “local moratorium period”), no residential landlord shall endeavor to evict a tenant for nonpayment of rent, if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19, subject to subparagraphs (a) and (b) of Section 3 of this Ordinance. 3. For the period of time of October 1, 2020 through January 31, 2021, or any later date as may be determined by applicable state law, tenants shall follow the preconditions for eviction protection under the Act to receive eviction protection, which include providing a declaration of hardship to their landlord within 15 days of receipt of an eviction notice and payment of partial rent (25% of all rent that came due from October 1, 2020 through January 31, 2021, or any later date as may be determined by applicable state law). Tenants shall repay the remaining rent due by the end of the repayment period. 4. Tenants may draw down on a security deposit at any time to pay back rent and such security deposit shall be replenished by the end of the repayment period on March 31, 2021 upon mutual agreement of the parties 5. For the period of December 8, 2020 through March 31, 2021, no residential landlord shall terminate a tenancy to demolish or substantially remodel the residential real property unless and until the landlord secures all permits necessary to perform the work. 	
February 9, 2021	Urgency Ordinance No. 21-1426U, Extending Portions of and Clarifying the Temporary Moratorium on Residential Evictions to Comport with Recent Changes in State Law	For <u>residential tenants</u> , the repayment period for deferred rent that came or will come due between March 1,

	<p>Pursuant to <u>Section 2</u>. The Temporary Moratorium on Evictions for Non-Payment of Rent by Residential Tenants Impacted by the COVID-19 Crisis, as most recently amended in Urgency Ordinance No. 21-1425U is clarified as needed to comport with state law, to include the following (See link to ordinance for all amendments made):</p> <p>A. With respect to residential evictions for non-payment of rent due to financial impacts from COVID-19, the following applies:</p> <ol style="list-style-type: none"> 1. The “repayment period” for deferred rent that came or will come due between March 1, 2020 through September 30, 2020, inclusive, is October 1, 2020 through March 31, 2021. 2. For the period of time of March 16, 2020 through September 30, 2020 (the “local moratorium period”), no residential landlord shall endeavor to evict a tenant for nonpayment of rent, if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19, subject to subparagraphs (a) and (b) below. The protections in Paragraph 2 pre-dated AB 3088 and SB 91. State law may provide additional protections against eviction for nonpayment of rent due to financial impacts related to COVID-19 during this local moratorium period. 3. For the period of time of October 1, 2020 through June 30, 2021, tenants shall follow the preconditions for eviction protection under the Act to receive eviction protection, which include providing a declaration of hardship to their landlords within 15 days of receipt of an eviction notice and payment of partial rent (25% of all rent that came due from October 1, 2020 through June 30, 2021). Tenants shall repay the remaining rent due by the end of the repayment period unless earlier forgiven by landlords through the State Rental Assistance Program created by the Act. 4. For the period of December 8, 2020 through June 30, 2021, no residential landlord shall terminate a tenancy to demolish or substantially remodel the residential real property unless and until the landlord secures all permits necessary to perform the work 	<p>2020 through September 30, 2020, inclusive, is October 1, 2020 through March 31, 2021 .</p> <p>For <u>residential tenants</u>, for the period of time of March 16, 2020 through September 30, 2020 (the “local moratorium period”), no residential landlord shall endeavor to evict a tenant for nonpayment of rent, if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19.</p> <p>For <u>residential tenants</u>, for the period of time of October 1, 2020 through June 30, 2021, tenants shall follow the preconditions for eviction protection under the Act to receive eviction protection</p>
March 23, 2021	<p>Urgency Ordinance No. 1428U, Extending the Temporary Moratorium on Commercial Evictions During the COVID-19 Pandemic, Extending Commercial Tenant Protections from Premature Eviction Based on Landlord Intent to Demolish or Substantially Remodel</p>	<p>For <u>commercial tenants</u>, the moratorium period is March 16, 2020 through June 30, 2021</p>

	<p><u>Pursuant to Section 2.</u> The Temporary Moratorium on Evictions for Non-Payment of Rent by Commercial Tenants Impacted by the COVID-19 Crisis, as most recently amended in Urgency Ordinance No. 21-1425U, is amended to include the following (See link to ordinance for all amendments made):</p> <p>A. During the moratorium period, no commercial landlord shall evict a tenant for nonpayment of rent provided the tenant demonstrates that (1) the tenant’s businesses is subject to the Orders referenced in Section 1 of this Ordinance or is otherwise limited or closed (voluntarily or by mandate) to prevent or reduce the spread of COVID-19, and (2) the tenant demonstrates lost income and inability to pay rent as a result of such limitation or closure or other demonstrated financial impact related to COVID-19. For purposes of Section 2 of this Ordinance, the moratorium period is March 16, 2020 through June 30, 2021.</p> <p>B. Nothing in Section 2 of this Ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the moratorium period, and which tenant must pay within six months of the expiration of the moratorium period (i.e. no later than December 31, 2021). A landlord may not charge or collect a late fee or interest for rent that is delayed for the reasons stated in this Section 2; nor may a landlord seek rent that is delayed for the reasons stated in Section 2, through the eviction process during or after the moratorium period. A landlord shall not commence an eviction during the six months after the end of the moratorium period for non-payment of rent, so long as the tenant pays rent in a timely manner after the moratorium period and is repaying the past due rent that accrued during the moratorium period.</p> <p>C. During the moratorium period, no commercial landlord shall terminate a tenancy to demolish or substantially remodel the commercial real property unless and until the landlord secures all permits necessary to perform the work.</p>	
April 27, 2021	<p>Urgency Ordinance No. ___, Temporarily allowing Limited Music at Commercial Establishments during the COVID-19 Crisis</p> <p><u>Pursuant to Section 2:</u></p> <p>A. The following provisions of the Hermosa Beach Municipal Code are temporarily suspended a they apply to music played both indoors and outdoors at commercial establishments on the establishment’s own property or permitted encroachment areas: Sections 8.24.040 (A), (J), 8.24.045 and 8.24.060.</p>	<p>See Section 2(D) to the left reiterated here: This ordinance and any action by the City Manager or designee pursuant to this ordinance shall be in effect until the earlier of: (i) termination of the City’s COVID-19 local emergency or (ii) until terminated or superseded by action of the City Council.</p>

	<p>B. Music shall only be permitted during the hours of 9:00 AM through 9:00 PM and shall be limited to a noise level that is needed solely for the establishment's customers.</p> <p>C. The City Manager, or designee, is authorized to waive any applicable Conditional Use Permit restrictions inconsistent with this ordinance and is authorized to promulgate any regulations or waive enforcement of any applicable authority to implement this ordinance.</p> <p>D. This ordinance and any action by the City Manager or designee pursuant to this ordinance shall be in effect until the earlier of: (i) termination of the City's COVID-19 local emergency or (ii) until terminated or superseded by action of the City Council.</p> <p>E. Any activity permitted under this ordinance is temporary and does not create a vested right.</p>	
April 30, 2021	<p>Executive Order No. 2021-13, Implementing Emergency Measures to Terminate and Supersede Regulations Requiring Members of the Public to Wear Face Coverings to Align with the Regulations Issued by the Los Angeles County Public Health Department</p> <p><u>Pursuant to Section 2:</u> Pursuant to the authority granted to the City Manager under Section 2.56.060 of the Hermosa Beach Municipal Code (HBMC), the following emergency orders are effective as of the date set forth below:</p> <p>A. The face covering requirements of the Los Angeles County Public Health Order, dated April 29, 2021 and effective April 30, 2021 ("County Health Order") shall apply to the City and supersede any conflicting provisions relating to face coverings in Urgency Ordinance No. 20-1415U, Executive Order No. 2020-03, and Executive Order No. 2020-06.</p> <p>B. Any subsequent amendments to the face covering requirements set forth in the County Health Order shall apply in the City as of their respective effective dates.</p> <p><u>Pursuant to Section 3:</u> In addition to enforcement remedies available to the City as provided in the Hermosa Beach Municipal Code, Section 2 shall be enforceable by way of imposing an administrative citation pursuant to HBMC Chapter 1.10 upon the date that the City Council confirms this Order.</p>	<p>This Order shall become effective immediately and shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>

May 7, 2021	<p>Executive Order No. 2021-14, To Reopen City Facilities to Members of the Public</p> <p>A. Section 2(1) of Executive Order No. 2020-01 with respect to City facilities is hereby rescinded.</p> <p>B. Section 2(3) Executive Order No. 2020-01 is hereby rescinded.</p> <p>C. Commencing May 17, 2021, the following City facilities shall reopen to members of the public by appointment only subject to the occupancy limits and other requirements set forth in “Appendix D: Office Based Protocols” of the Los Angeles County Health Officer’s Order (“County Health Officer Order”), as the County Health Officer Order and Appendix D may be updated from time to time:</p> <p style="padding-left: 40px;">a. City Hall which houses the following City Departments: City Manager, City Clerk, Finance Administration and Cashiers, Community Development, Code Enforcement, Building Inspection, Public Works Administration and the Human Resources Department.</p> <p>D. Commencing on July 1, 2021, the City’s Community Center shall reopen to members of the public by appointment only subject to Appendix D of the County Health Order, as the County Health Officer Order and Appendix D may be updated from time to time.</p>	<p>This Order shall become effective immediately and shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>
May 7, 2021	<p>Executive Order No. 2021-15, To Provide Relief to Local Businesses Associated with the Payment of City Business Taxes</p> <p><u>Pursuant to Section 2.</u> Pursuant to authority granted to the City Manager/Director of Emergency Services under Section 2.56.060 of the Hermosa Beach Municipal Code (HBMC), the following emergency orders are issued:</p> <p>A. City Manager Executive Order. No. 2020-12 is hereby rescinded and superseded.</p>	<p>This Order shall become effective immediately and shall continue until the earlier to occur of: (1) the conclusion of the local emergency; (2) its termination is ordered by the City Manager/Director of Emergency Services; or (3) it is duly terminated by the City Council. The Order may also be superseded by a duly enacted ordinance or order of the City Council expressly superseding this Order.</p>

	<p>B. The provisions of HBMC Sections 5.04.190, 5.04.200 and 5.04.240 regarding City business taxes are hereby temporarily suspended to the extent they conflict with this Order, to allow for the implementation of the following:</p> <ol style="list-style-type: none">1. The business tax due and payable on and after March 31, 2020 shall be deferred and interest and penalties waived for any business that ceased all business operations after March 16, 2020 and has been entirely closed and remains closed as of the date of this Order due to the COVID-19 pandemic.2. A business that paid business tax due on a business license with an expiration date of March 31, 2020 or later, and that ceased all business operations after March 16, 2020 due to the COVID-19 pandemic, and does not re-open, is entitled to and may apply to the City for a pro rata refund of the tax for the period during which the tax was paid and the business was closed.3. A business that paid business tax due on a business license with an expiration date of March 31, 2020, or later, and that ceased all business operations after March 16, 2020 due to the COVID-19 pandemic, and resumes business operations, is entitled to and may apply to the City for a business tax credit that shall be prorated based on the number of months during which the tax was paid and the business was closed as a result of the COVID-19 pandemic.4. In order to be eligible for the refund or business tax credit pursuant to this Order, the business owner must sign a statement under penalty of perjury that provides dates of closure supported by documentation of the closure satisfactory to the City. If the foregoing statement is found to be untrue, the business shall not be entitled to a refund or business tax credit, and any past due business tax including penalties and interest, shall become payable immediately.	
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City of Hermosa Beach

City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

Staff Report

Staff Report

21-0391

**Honorable Mayor and Members of the Hermosa Beach City Council
Regular Meeting of June 22, 2021**

TENTATIVE FUTURE AGENDA ITEMS

Attached is the current list of tentative future agenda items for Council's information.

Attachments:

Tentative Future Agenda Items

June 16, 2021
Honorable Mayor and Members
of the Hermosa Beach City Council

Regular Meeting of
June 22, 2021

TENTATIVE FUTURE AGENDA ITEMS

TUESDAY, JUNE 29, 2021 @ 6:00 PM
BUDGET WORKSHOP AND PUBLIC HEARING

JULY 13, 2021 @ 4:00 PM
APPLICANT INTERVIEWS FOR
PARKS, RECREATION & COMMUNITY RESOURCES ADVISORY COMMISSION

JULY 13, 2021 @ 5:00 PM		INITIAL DATE
CLOSED SESSION		
JULY 13, 2021 @ 6:00 PM		
PRESENTATIONS		
INTRODUCTION OF LIFEGUARDS		
SOUTHERN CALIFORNIA EDISON ANNUAL RELIABILITY REPORT		
NATIONAL PARKS AND RECREATION MONTH		
CITY MANAGER REPORTS		
Police Chief Update		
WRITTEN COMMUNICATIONS		
CITY COUNCILMEMBER COMMENTS		
Updates from City Council Ad Hoc Subcommittees and Standing Committee Delegates/Alternates		
CONSENT CALENDAR		
City Council Minutes	City Clerk	Ongoing
Check Registers	Finance Director	Ongoing
Annual Financial Report	Finance Director	Annual
Adoption of the 2021–22 Appropriations Limit	Finance Director	Annual
Recommendation to receive and file the action minutes of the Parks, Recreation and Community Resources Advisory Commission meeting of June 1, 2021	Community Resources Manager	Ongoing
Los Angeles Fire Services and McCormick Ambulance Monthly Report for May 2021	Emergency Management Coordinator	Ongoing
Approval of Special Event Long Term Agreement with Shakespeare by the Sea for its Annual Events Held at Valley Park	Community Resources Manager	Staff Request June 1, 2021
Resolution Authorizing Grant Agreement with Coastal Conservancy for Parking Lot D Project	Environmental Programs Manager	Staff Request June 14, 2021
Second Reading – Ordinance amending Chapter 8.60 of the Hermosa Beach Municipal Code to comply with the Department of Water Resources’ Model Water Efficient Landscape Ordinance	City Clerk	Council Direction June 22, 2021
Second Reading - Ordinance to regulate outdoor dining	City Clerk	Council Direction June 22, 2021

JULY 13, 2021 @ 6:00 PM (CONTINUED)		INITIAL DATE
PUBLIC HEARINGS – 6:30 PM		
Approval of the Cypress Block Party and the Hermosa Harmony Festival to the 2021 Special Events Calendar	Community Resources Manager	Staff Request May 26, 2021
Adoption of Fiscal Year 2021–22 Budget	Finance Director	Annual
Public Hearing to review delinquent solid waste collection (refuse) charges for consideration of placing said charges on the property tax rolls as a special assessment. The assessment would affect only those properties with refuse bills delinquent as of March 31, 2021.	Environmental Programs Manager	Annual
Public Hearing – Hermosa Beach Landscaping and Street Lighting District Fiscal Year 2021–2022	Interim Public Works Director	Annual
City Council review and reconsideration of the April 20, 2021 Planning Commission decision to deny a request for a Conditional Use Permit amendment to provide onsite sale, service, and consumption of general alcohol indoors only within the hotel lounge for registered guests only, seven days a week 7:00 A.M. To 10:00 P.M. at an existing hotel (H2o Hermosa) at 1429 Hermosa Avenue, and determination that the project Is categorically exempt from the California Environmental Quality Act (CEQA) – <i>Continued from May 25, 2021</i>	Community Development Director	Council Direction April 27, 2021
Housing Element	Community Development Director	Staff Request May 19, 2021
MUNICIPAL MATTERS		
Approval of usage hours for the Kelly Pickleball Courts	Community Resources Manager	Staff Request Jun. 9, 2021
Award of Construction Contract for CIP 669—City Park Restrooms	Interim Public Works Director	Staff Request Apr. 22, 2021
Vacancies – Boards and Commissions – Parks, Recreation & Community Resources Advisory Commission	City Clerk	4-Year Term
FUTURE AGENDA ITEMS – CITY COUNCIL		
Future Agenda Items	City Manager	Ongoing

TENTATIVE - THURSDAY, JULY 22, 2021 @ 6:00 PM
JOINT MEETING WITH ALL BOARDS/COMMISSIONS

JULY 27, 2021 @ 5:00 PM (TENTATIVE: RESUME IN-PERSON MEETINGS)		INITIAL DATE
CLOSED SESSION		
JULY 27, 2021 @ 6:00 PM		
PRESENTATIONS		
TENTATIVE – CEREMONIAL SWEARING-IN OF NEW COUNCILMEMBER		
CITY MANAGER REPORTS		
Police Chief Update		
Update from Jim Fasola – City Delegate to the Los Angeles County West Vector & Vector-Borne Disease Control District Board of Trustees		
WRITTEN COMMUNICATIONS		
CITY COUNCILMEMBER COMMENTS		
Updates from City Council Ad Hoc Subcommittees and Standing Committee Delegates/Alternates		
CONSENT CALENDAR		
City Council Minutes	City Clerk	Ongoing
Check Registers	Finance Director	Ongoing
Revenue Report, Expenditure Report and CIP Report by Project	Finance Director	Ongoing
City Treasurer’s Report and Cash Balance Report	City Treasurer	Ongoing
Cancellation of Certain Checks	City Treasurer	Ongoing
Capital Improvement Program Status Report	Interim Public Works Director	Ongoing
Recommendation to receive and file the action minutes of the Public Works Commission meeting of May 19, 2021	Interim Public Works Director	Ongoing
Recommendation to receive and file the action minutes of the Planning Commission meeting of July 20, 2021	Community Development Director	Ongoing
Planning Commission Tentative Future Agenda Items	Community Development Director	Ongoing
PUBLIC HEARINGS – 6:30 PM		
An Ordinance of the City of Hermosa Beach, California, adding Chapter 12.42 to the Hermosa Beach Municipal Code to require property owners to repair the sidewalk area abutting their real property	City Attorney	Staff Request Jun. 12, 2021
MUNICIPAL MATTERS		
Return to Council to discuss a full ban on tobacco sales and to include all available data related to other communities who have adopted complete bans	Community Development Director	Council Direction Jan. 28, 2020
FUTURE AGENDA ITEMS		
Tentative Future Agenda Items	City Manager	Ongoing

AUGUST 10, 2021 @ 5:00 PM		INITIAL DATE
CLOSED SESSION: Frilot v. City of Hermosa Beach, et al.		
AUGUST 10, 2021 @ 6:00 PM		
PRESENTATIONS		
COVID-19 HEALTH UPDATE FROM BEACH CITIES HEALTH DISTRICT		
LOS ANGELES COUNTY FIRE SERVICES AND MCCORMICK AMBULANCE SEMI-ANNUAL UPDATE		
CITY MANAGER REPORTS		
Police Chief Update		
CITY COUNCILMEMBER COMMENTS		
Updates from City Council Ad Hoc Subcommittees and Standing Committee Delegates/Alternates		
CONSENT CALENDAR		
City Council Minutes	City Clerk	Ongoing
Check Registers	Finance Director	Ongoing
Recommendation to receive and file the action minutes of the Parks, Recreation and Community Resources Advisory Commission meeting of July 6, 2021	Community Resources Manager	Ongoing
Los Angeles Fire Services and McCormick Ambulance Monthly Report for June 2021	Emergency Management Coordinator	Ongoing
FUTURE AGENDA ITEMS – CITY COUNCIL		
Future Agenda Items	City Manager	Ongoing

MONDAY, AUGUST 16, 2021 @ 5:00 PM
TRI-AGENCY MEETING WITH HBCSD AND BCHD

NO MEETING AUGUST 24, 2021
(DARK)

SEPTEMBER 14, 2021 @ 5:00 PM		INITIAL DATE
CLOSED SESSION		
SEPTEMBER 14, 2021 @ 6:00 PM		
PRESENTATIONS		
RECOGNIZING LEADERSHIP HERMOSA BEACH CLASS OF 2021		
CITY MANAGER REPORTS		
Police Chief Update		
CITY COUNCILMEMBER COMMENTS		
Updates from City Council Ad Hoc Subcommittees and Standing Committee Delegates/Alternates		
CONSENT CALENDAR		
City Council Minutes	City Clerk	Ongoing
Check Registers	Finance Director	Ongoing
Los Angeles Fire Services and McCormick Ambulance Monthly Report for July 2021	Emergency Management Coordinator	Ongoing
Recommendation to receive and file the action minutes of the Planning Commission meeting of August 17, 2021	Community Development Director	Ongoing
South Bay Workforce Investment Board Quarterly Summary	Chris Cagle	Quarterly
Review of submittal of the 2020 Hermosa Beach Housing Element Annual Progress Report	Community Development Director	Annual
FUTURE AGENDA ITEMS – CITY COUNCIL		
Future Agenda Items	City Manager	Ongoing

PENDING STRATEGIC PLAN ITEMS		STATUS / TENTATIVE MEETING DATE
Update Personnel Policies	Human Resources Manager	
Beach Policy/Regulations (<i>Continued from meeting of October 27, 2016</i>)	Community Resources Manager	On hold by Council
Alternative Fuel Transportation Report, <i>Nov. 2016</i>	Environmental Analyst	
CCA Direction, <i>Dec. 2016</i>	Environmental Programs Manager	
PENDING NEW ITEMS		STATUS / TENTATIVE MEETING DATE
Consideration of re-establishing, on an as needed basis, both funding and discretion for the director of Public Works to contract services to pump major beach storm outfalls drains prior to anticipated major storm events (supported by Duclos, Armato and Petty) <i>Initiated by: Other Matters Feb. 14, 2017</i>	Public Works Director	Staff to provide an update on storm drain maintenance and provide details on hydrodynamic separators (CIP 435) at the following CIP study session
Policy discussion regarding city responsibilities and expectations when donations are made to City <i>Initiated by: Council Direction May 24, 2017</i>	Finance Director	Will be discussed at the Revenue Strategy Study Session
Approval of the Municipal Lease Policy <i>Initiated by: Staff Request Jun. 12, 2018</i>	Community Resources Manager	
Document Retention Policy <i>Initiated by: Staff Request Nov. 28, 2018</i>	City Clerk	Pending Deputy City Clerk Appointment
Consent for use of "Lot B" for construction staging area for Pier/Strand project <i>Initiated by: Staff Request Dec. 17, 2018</i>	Community Development Director	On hold per developer
Landscape and Street Lighting District Assessment Adjustment (mail-in election authorization) <i>Initiated by: Council Direction Jul. 9, 2019</i>	Public Works Director	Add to Revenue Strategy Study Session
Final Parcel Map No. 82295 for a two-unit residential condominium project at 1602 Loma Drive. <i>Initiated by: Staff Request Oct. 10, 2019</i>	Community Development Director	Pending Coastal Development Permit
Public Records Request Guidelines <i>Initiated by: Staff Request Oct. 14, 2019</i>	City Clerk/Assistant to the City Manager	Pending Deputy City Clerk Appointment
Emergency Services Municipal Code Chapter 2.56 Update <i>Initiated by: Staff Request Jan. 15, 2020</i>	Emergency Management Coordinator	Waiting for State to review proposed language changes
Consideration of licensing agreement/fees for use of City logo <i>Initiated by: Council Direction Jun. 9, 2020</i>	City Attorney	
Discussion on Potential Establishment of a City Council Subcommittee Regarding City Finances (<i>supported by Detoy, Armato, Fangary</i>) <i>Initiated by: Other Matters Jun. 9, 2020</i>	Finance Director/Assistant to the City Manager	
Request to Renew the Agreement to Purchase Parking Meter Equipment and Related Services <i>Initiated by: Staff Request August 11, 2020</i>	Police Chief	
Follow-up on Mayor's Pledge <i>Initiated by: Council Direction August 25, 2020</i>	City Manager's Office/Police Chief	
Approval of First Amendment to Agreement with the Hermosa Beach Education Foundation for its Annual "Hearts of Hermosa" Event <i>Initiated by: Staff Request December 7, 2020</i>	Community Resources Manager	
Updating Resolution 15-6988, Rules for the Conduct of City Council Meetings. <i>Initiated by: Staff Request December 12, 2020</i>	City Attorney/City Clerk	
Resolution of the City Council of the City of Hermosa Beach Approving the Grant of Funds from the State Coastal Conservancy for Hermosa Beach Parking Lot Greening Project <i>Initiated by: Staff Request April 12, 2021</i>	Environmental Programs Manager	