AGENDA
REDONDO BEACH HARBOR COMMISSION
Monday, May 11, 2015, 6:30pm
REDONDO BEACH CITY COUNCIL CHAMBERS
415 DIAMOND STREET

OPENING SESSION

1. **CALL MEETING TO ORDER**

2. **ROLL CALL**

3. **SALUTE TO THE FLAG**

I. **APPROVAL OF ORDER OF AGENDA**

II. **RED FOLDER ITEMS**
Red folder items require immediate action, and came to the attention of the City subsequent to the 72-hour noticing requirement. These items require a 2/3 vote of the Commission (or if less than 2/3 are present, a unanimous vote) to add to the Agenda.

III. **BLUE FOLDER ITEMS**
Blue folder items are additional backup material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

IV. **CONSENT CALENDAR**
Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Commission Members may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion following Oral Communications.

4. **APPROVAL OF AFFIDAVIT OF POSTING FOR THE HARBOR COMMISSION MEETING OF MAY 11, 2015**

5. **APPROVAL OF THE FOLLOWING MINUTES: APRIL 13, 2015**

6. **ADOPTION OF THE 2013-2016 CITY OF REDONDO BEACH STRATEGIC PLAN**
   Staff recommendation: Receive and file

7. **APPROVAL OF CONTRACT NO. C-1404-044-1, THE FIRST AMENDMENT TO THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, AQUATIC CENTER GRANT AGREEMENT IN THE AMOUNT OF $22,000**
   Staff recommendation: Receive and file

8. **APPROVAL OF CONTRACT WITH CRANEVEYOR CORP. FOR REPAIR OF THE BOAT HOIST**
   Staff recommendation: Receive and file

9. **APPROVAL OF CONTRACT NO. C-1405-056-1, THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND LAZ PARKING CALIFORNIA, LLC FOR THE PARKING AMBASSADOR SERVICES AT THE PIER AND PLAZA PARKING STRUCTURES**
   Staff recommendation: Receive and file

V. ORAL COMMUNICATIONS

Anyone wishing to address the Harbor Commission on any Consent Calendar item on the agenda, which has not been pulled by Harbor Commission may do so at this time. Each speaker will be permitted to speak only once and comments will be limited to a total of three minutes.

VI. EXCLUDED CONSENT CALENDAR ITEMS

VII. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

This section is intended to provide members of the public with the opportunity to comment on any subject that does not appear on this agenda for action. This section is limited to 30 minutes. Each speaker will be afforded three minutes to address the Commission. Each speaker will be permitted to speak only once. Written requests, if any, will be considered first under this section.

VIII. EX PARTE COMMUNICATIONS

IX. PUBLIC HEARINGS

10. A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH APPROVING AN EXEMPTION DECLARATION, GRANT THE CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT TO ESTABLISH A TASTING ROOM ON PROPERTY LOCATED WITHIN A COASTAL COMMERICAL (CC-1) ZONE AT 132 N. INTERNATIONAL BOARDWALK

APPLICANT:	**KING HARBOR BREWING COMPANY**
PROPERTY OWNER:	**CITY OF REDONDO BEACH**
LOCATION:	**132 N. INTERNATIONAL BOARDWALK**
RECOMMENDATION:	**APPROVE AN EXEMPTION DECLARATION, GRANT THE CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT**

X. ITEMS FOR DISCUSSION PRIOR TO ACTION

11. DISCUSSION AND POSSIBLE ACTION ON MARINE MAMMAL BARGE AT KING HARBOR
Staff recommendation: Receive and file

12. COMMISSION INPUT ON STAND UP PADDLEBOARD (SUP) RFP
Staff recommendation: Receive and file

13. DIRECTOR'S REPORT
Staff recommendation: Receive and file

XII. ITEMS CONTINUED FROM PREVIOUS AGENDAS

XIII. MEMBERS ITEMS AND REFERRALS TO STAFF

XIV. ADJOURNMENT

The next meeting of the Harbor Commission of the City of Redondo Beach will be a regular meeting to be held June 8, 2015, in the Redondo Beach Council Chambers, 415 Diamond Street, Redondo Beach, California.

It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (310) 318-0656 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

An Agenda Packet is available at www.redondo.org under the City Clerk. Agenda packets are available at the Redondo Beach Main Library during Library Hours, at the Reference Desk and during City Hall hours in the Office of the City Clerk. Any writings or documents provided to a majority of the Harbor Commission regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter at City Hall located at 415 Diamond Street, Door C, Redondo Beach, CA during normal business hours.

PROOF OF POSTING

I, Holly Short, hereby declare, under penalty of perjury, that I am over the age of 18 years and am employed by the City of Redondo Beach, Harbor Department, and that the following document was posted by me at the following location(s) on the date the time noted below:

Agenda – Redondo Beach Harbor Commission

Regular Meeting of May 11, 2015

Posted on: May 6, 2015 at 2:00 pm

Posted at: DOOR "A" BULLETIN BOARD

and CITY CLERK'S OFFICE

Holly Short

Signature

5/6/15

Date

MINUTES OF THE
REDONDO BEACH HARBOR COMMISSION MEETING
APRIL 13, 2015

CALL TO ORDER
A regular meeting of the Harbor Commission was called to order at 6:30 p.m. in the City Council Chambers, 415 Diamond Street, by Chairperson D. Jackson.

ROLL CALL

Commissioners Present:	Bloss, Dalton, Horvath, D. Jackson, M. Jackson, Keidser, Shaer
Commissioners Absent:	None
Officials Present:	James Allen, Harbor Facilities Manager Laurie Koike, Interim Waterfront/Economic Development Director Robert Metzger, Fire Chief Margareet Wood, Recording Secretary

SALUTE TO THE FLAG
The members joined in the salute to the flag.

APPROVAL OF ORDER OF AGENDA
It was the consensus to approve the order of agenda.

CONSENT CALENDAR
4. Approval of Affidavit of Posting for the Harbor Commission Meeting of April 13, 2015
5. Approval of the Following Minutes: March 9, 2015
6. Approve the Purchase of Five Replacement Chemical Pumps for Seaside Lagoon from J. L. Wingert Co. for a Cost to the Harbor Tidelands Fund of $13,632

The motion by Commissioner Bloss and seconded by Commissioner Horvath to approve the order of agenda was unanimously approved.

ORAL COMMUNICATIONS
None.

EXCLUDED CONSENT CALENDAR ITEMS
None.

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS
None.

EX PARTE
None.

PUBLIC HEARINGS
None.

ITEMS FOR DISCUSSION PRIOR TO ACTION
Quarterly Report from Harbor Patrol
Chief Metzger said the report format has been modified to provide better detail and he invited feedback. Highlights from the report for January-April include:

- Animal disposal incidents have risen due to the increase in sea lion deaths.
- Harbor Patrol is spending a lot of time each month explaining SUP regulations related to safety gear, permitted areas, and swimming.
- An abatement system consisting of a plastic pipe which acts as a roller to prevent sea lions from jumping on the docks is working well. It is estimated that 90% of the problem is managed. A new mammal barge is planned.
- A recent City Council item directs staff to provide an RFP process for SUP instructor/operators in King Harbor. Safety is the focus and the RFP will be submitted to Council in May.
- New IT software to improve recording and identification of vessels in the harbor is being researched.

Chairperson D. Jackson spoke in favor of the new reporting categories. She questioned the difference between anchorage areas, mooring areas, and fishing areas on the upper and lower portions of the form. She also asked about research on why the local sea lion population does not occupy the breakwater.

Chief Metzger planned to report back about the Harbor Patrol reporting categories. He did not have information on the use of the breakwater by sea lions.

Commissioner Dalton also spoke in support of the new reporting format: he requested to reinstate the event analysis section.

In response to Commissioner Dalton, Chief Metzger said he will report back on the definition of the category for termination criteria. He said the report encompasses Harbor Patrol water and land contacts.

In response to Commissioner Bloss, Chief Metzger explained that agency assists involve other agencies i.e. lifeguards. He said that public assists occur anytime the public requests assistance i.e. tying up a boat. He said that PD assists involve the police. He anticipated that the request for approval of construction and installation of the sea lion barge will be submitted to Council on April 21.

Manager Allen added that a resolution for appropriations will be submitted also. He said some funding was contributed by a local school.

In response to Commissioner M. Jackson, Chief Metzger explained the number of mooring permit requests is steadily increasing. He advised that a mooring float broke off and was repaired by the contractor. He said the mooring reservation system is functioning well.

The motion by Commissioner Shaer and seconded by Commissioner Dalton to receive and file the report was unanimously approved.

Bike Path Project Update from Commissioner Bloss

The motion by Commissioner Horvath and seconded by Commissioner Keidser to appoint Commissioner Bloss to represent the Harbor Commission on the bike path project committee was unanimously approved.

Commissioner Bloss explained the committee includes representatives from the Public Works Commission, Public Arts Commission and Beach Cities Health District. She said the objective is to introduce the community to the new bike path and tasks include choosing a new name for the cycle track, educating the community on reverse-angle parking, unveiling the art display, creating community wide participation, and supporting Harbor Drive and pier businesses. She said the opening event is scheduled for June 6 and she invited feedback.

Chairperson D. Jackson requested to have future committee notes included in Harbor Commission agenda packets.

The motion by Commissioner Shaer and seconded by Commissioner Keidser to receive and file the report was unanimously approved.

Director's Report

Highlights from Interim Director Koike include:

- The leasing team continues to do a good job leasing spaces and bringing interesting and new tenants. The Pier Plaza is 95% leased. Two new leases were recently approved.
- A sublease for 100 Fisherman's Wharf was approved and a lease for 132 International Boardwalk will be considered in May. A license agreement is pending for a summer youth skateboard camp on Parcel 10.
- Harbor/Herondo project – upcoming work includes installation of concrete and parkway drains in median, ADA ramps, light poles, and traffic signal foundations; planting of remaining palms; installation of concrete and pavers in Lot 13; and completion of Harbor/Herondo intersection. Project on schedule to open by May 31.
- Shade Hotel – visible signs of construction.
- Boat Hoist – request for funding appropriation for repair scheduled for May 5 Council meeting.

In response to Commissioner Shaer, Interim Director Koike explained that skateboard campers must sign up and pay a fee and hours of operation are 9:00 a.m.-3:00 p.m.

In response to Commissioner Shaer, Manager Allen believed the lease on International Boardwalk for a tasting room includes an option to sell food.

In response to Commissioner Horvath, Manager Allen said the sublease for 110 Fisherman's Wharf is separate from the Dive sublease.

In response to Commissioner Bloss, Interim Director Koike said the former Maison Riz space is still available.

Manager Allen gave the website for viewing the Shade Hotel progress. He said concrete for the main hotel building has been poured.

In response to Chairperson Jackson, Manager Allen said the pier summer concerts begin the week of July 4.

The motion by Commissioner Shaer and seconded by Commissioner Keidser to receive and file the report was unanimously approved.

ITEMS CONTINUED FROM PREVIOUS AGENDAS
None.

MEMBERS ITEMS AND REFERRALS TO STAFF
In response to Chairperson D. Jackson, Commissioner Shaer confirmed that the harbor dredging issue was added to the strategic plan recommendations at the previous Commission meeting.

Commissioner M. Jackson requested an update on how the strategic plan recommendation letter was received by Council.

In response to Commissioner Bloss, Chairperson D. Jackson clarified that Harbor Commission support for the sea lion barge was communicated in the strategic plan recommendation letter. She said members may also express support as individual citizens.

Commissioner M. Jackson noted the urgency of the sea lion barge project and he did not believe it necessary to come before the Harbor Commission. He said the problem is getting worse each week and safety is a priority.

The motion by Commissioner Keidser and seconded by Commissioner Bloss to adjourn the meeting was unanimously approved.

The meeting was adjourned at 7:20 p.m.

Respectfully submitted,

Laurie Koike, Interim
Waterfront and Economic
Development Director

Memorandum

Action Date: April 21, 2015

To: **CITY COUNCIL**

From: **STEVE ASPEL, MAYOR**

Subject: **ADOPTION OF STRATEGIC PLAN**

RECOMMENDATION

1. Adopt the 2013-2016 City of Redondo Beach Strategic Plan six-month objectives established at the April 2, 2015 Strategic Planning Workshop

2. Set October 14, 2015 for the next Strategic Planning Workshop.

EXECUTIVE SUMMARY

At its April 2, 2015 workshop, the City Council reviewed the city's Strategic Plan goals for 2013-2016(not in priority order):

- Vitalize the Waterfront, Artesia Corridor, Riviera Village and North Redondo Industrial Complex
- Improve public infrastructure and facilities in an environmentally responsible manner
- Increase organizational effectiveness and efficiency
- Build an economically vital and financially sustainable city
- Maintain a high level of public safety with public engagement

The City Council established six-month objectives attached to this report and scheduled the next workshop for October 14, 2015.

BACKGROUND

The Strategic Planning workshop was facilitated by Marilyn Snider and Associates, and attended by the Mayor, City Council Members and executive staff. It featured City Council review of the 2013-2016 Strategic Plan goals; a listing of strengths and weaknesses; and development of the new six-month objectives for each of the Strategic Plan goals. The process involved less small group interaction and more interaction by the City Council and attendees as a whole.

Councilmembers will recall that certain items were described in general terms with the understanding that the City Manager and staff would follow up and include the needed detail and milestones for the new objectives. The most substantive addition to the Strategic Plan are the milestones associated with our review of the AES Site and the

surrounding properties east of Harbor Boulevard. The City Council should review the work plan and the listed milestones which are recommended for inclusion in the Plan. Additionally, staff has reviewed the target dates for other objectives and made minor modifications to help ensure that they can be realistically achieved in the stated time frames.

Should the City Council adopt the updated Strategic Plan, the Mayor and City Manager will report progress on the six-month objectives every month as a City Council discussion item.

COORDINATION

Each department responsible for specific objectives within the Strategic Plan has reviewed the document and provided support for this recommendation.

FISCAL IMPACT

Funds for activities related to Strategic Planning are included in the Mayor and City Council FY 2014-15 Budget.

Attachment:

- 2013-2016 Strategic Plan and Six Month Objectives, April 21, 2015

CITY OF REDONDO BEACH ☼ SIX-MONTH STRATEGIC OBJECTIVES

April 2, 2015 – October 1, 2015

ACM=Assistant City Mgr **CD**=Community Development **PW**=Public Works **WED**=Waterfront and Economic Development **CS**=Community Services

THREE-YEAR GOAL: ***VITALIZE THE WATERFRONT, ARTESIA CORRIDOR, RIVIERA VILLAGE AND NORTH REDONDO INDUSTRIAL COMPLEX***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the May 19, 2015 City Council meeting	City Attorney	Develop and present to the City Council for action consideration of a resolution in support of the formation of a BID for Artesia Boulevard.				
2. By September 1, 2015	PW Director	Recommend to the City Council for action the renaming of Torrance Blvd. west of PCH to the water.				
3. By September 15, 2015	CD Director and PW Director working with Riviera BID	Present to the City Council for action a site-specific pilot project for an outdoor dining deck in Riviera Village.				
4. By October 1, 2015	Assistant City Manager	Present options for alternative locations for installation of a new boat ramp to the City Council for action.				
5. By October 1, 2015	PW Director	Present to the City Council for action the restoration of the name Redondo Beach Blvd. instead of Artesia Blvd. within the City of Redondo Beach.				
6. By October 1, 2015	WED Director, working with regional agencies	Report on the status of the analysis of sea level rise and its potential impact on the Redondo Beach waterfront.				
7. Future objective	PW Director (lead), WED Director, and CS Director	Present to the City Council for action the recommended option for the development of Moonstone Park.				

BRAINSTORMED STRATEGIES TO ADDRESS IN THE NEXT 6 MONTHS:

- Rezoning or reuse of the AES property and surrounding properties east of Harbor Drive (shown as #8 below)
- Report on Manhattan Beach Boulevard landscaping and bike-ability (shown as #9 below)

8. At the June 16, 2015 City Council Meeting	PW Director	Present to the City Council a Budget Response Report on Manhattan Beach Boulevard landscaping and bike-ability.				
9. May 2015 to _____	City Council, Task Force, City Staff, Consultants	COMPREHENSIVE REZONING AND LAND USE PLAN AMENDMENTS FOR THE AES SITE AND SURROUNDING PROPERTIES EAST OF HARBOR DRIVE				
a. At the May 5, 2015 City Council Meeting	City Attorney working with the City Manager	Agendize for City Council direction on whether to continue to serve as an Intervenor before the California Energy Commission, the Public Utilities Commission, the Air Quality Management District and other agencies pertinent to AES Southland's efforts to seek approval of a new Power Plant. (The City's Intervenor Activities were temporarily suspended pending the outcome of Measure B which appeared on the March 3, 2015 ballot.).				
b. Prior to May 30, 2015	CD Director working with City Attorney	Present an ordinance to the Planning Commission to consider amending the Zoning Ordinance to clarify and further define "Electricity Generating Facility" and "Electricity Storage Facility" uses and specify that such facilities are not permitted uses in any zone in the City unless the California Energy Commission makes certain specified findings. (The existing moratorium on development of the AES site was enacted on December 3, 2013, extended on January 14, 2014 for 22 months and 15 days and expires on November 28, 2015).				
c. At the May 5, 2015 City Council Meeting	City Manager working with the City Attorney and CD Director	Provide a report to the City Council providing a recommended process for a City Council appointed task force and stakeholders to identify a recommended comprehensive rezoning and Land Use Plan amendments for the re-use of the AES property and surrounding properties east of Harbor Drive.				
d. At the June 2, 2015 City Council Meeting	City Manager working with City Attorney and CD Director	Present to the City Council for action, a scope of work and an RFP process to retain a facilitator and other consulting services needed to support the work of the Task Force.				
e. At the June 16, 2015 City Council Meeting	City Attorney working with City Manager	City Council to consider allocating funding in the FY 2015-2016 operating budget for continued Intervenor status.				
f. At the June 16, 2015 City Council Meeting	City Manager working with City Attorney	City Council to consider allocating funding in the FY 2015-2016 operating budget for facilitator/consulting services needed to support the work of the Task Force.				
g. At the August 4th City Council Meeting	City Manager with City Attorney and CD Director	City Council to select consulting services firms needed to support the Task Force following the RFP Process.				
h. Future date _____	Task Force, working with Consultants	Task Force/Consultants present findings and recommendations to the City Council.				

THREE-YEAR GOAL: ***IMPROVE PUBLIC INFRASTRUCTURE AND FACILITIES IN AN ENVIRONMENTALLY RESPONSIBLE MANNER***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the June 2, 2015 Council Meeting	PW Director	Report the status of Bike Path improvements and connectivity.				

BRAINSTORMED STRATEGIES TO ADDRESS IN THE NEXT 6 MONTHS:

- Options to the City Council for a new or upgraded police station (shown as #2 below)
- Alternative financing options for the pier parking structure and other harbor public infrastructure (shown as #3 below)

2. By October 1, 2015	ACM working with Police Chief and PW Director	Present to the City Council a Report on the process for renovating or building a new Police Station.				
3. At the May 19, 2015 City Council Meeting	WED Director working with PW Director	Present to the City Council for review, options for financing the construction of a replacement Pier Parking Structure and other Harbor area public infrastructure.				

THREE-YEAR GOAL: ***INCREASE ORGANIZATIONAL EFFECTIVENESS AND EFFICIENCY***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the April 21, 2015 City Council meeting	CS Director (lead), City Attorney, City Manager and IT Director	Recommend to the City Council for action a pilot program for the use of social media.				
2. By July 15, 2015	IT Director, working with the City Clerk	Present to the City Council for action a plan to update the city's website.				
3. At the July 21, 2015 City Council meeting	City Attorney, working with the CD Director	Present to the City Council for direction options for the restructuring of the Redondo Beach Sister City Committee as a separate non-profit 501(c)(3) and/or an official city committee or commission.				
4. By August 1, 2015	City Treasurer, working with the City Attorney and City Manager	Present a status report on the Transient Occupancy Tax (TOT) to the City Council for direction.				
FUTURE: By December 31, 2015	City Manager	Appoint permanent department head positions: Public Works, Waterfront and Economic Development, Police Chief, Community Services, and Human Resources Director.				
FUTURE: By Sept. 1, 2016	Finance Director, working with the IT Director	Recommend to the City Council for action update to the business license process, including printing of a certificate.				

BRAINSTORMED STRATEGIES TO ADDRESS IN THE NEXT 6 MONTHS:

- Report to the City Council how the City complies with and enforces the Historic Preservation Act (shown as #5 below)
- Need for an internal audit process on revenue and expenditure side (shown as #6 below)
- Expand opportunities for public outreach (shown as #7 below)

5. At the June 16, 205 City Council meeting	CD Director	Provide a Budget Response Report describing how the City complies with and enforces the Historic Preservation Act.				

6. At the June 2, 205 City Council meeting	City Treasurer working with the City Manager and Finance Director	Present to the City Council for action an internal audit process for enhanced review of City revenues and expenditures.				
7. At the August 18, 2015 City Council Meeting	City Manager	Present to the City Council an informational report on possible methods for expanded public outreach.				

THREE-YEAR GOAL: ***BUILD AN ECONOMICALLY VITAL AND FINANCIALLY SUSTAINABLE CITY***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the May 5, 2015 City Council meeting	Finance Director	Present to the City Council for direction a proposal to update the City's purchasing ordinance.				
2. At the June 16, 2015 City Council meeting	CD Director	Report to the City Council a Budget Response Report on what has been done to ease parking restrictions for businesses citywide.				

BRAINSTORMED STRATEGIES TO ADDRESS IN THE NEXT 6 MONTHS:

- Improve the passport process (e.g., take passport photos) as a revenue source (shown as #3 below)

3. At the June 2, 2015 City Council Meeting	City Clerk	Provide a Budget Response Report describing 1) the existing Passport Program, and 2) options for program improvement for enhanced revenue (e.g. take passport photos).				

THREE-YEAR GOAL: ***MAINTAIN A HIGH LEVEL OF PUBLIC SAFETY WITH PUBLIC ENGAGEMENT***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the April 7, 2015 City Council meeting	City Attorney, working with the CD Director, Police Chief and City Manager	Present to the City Council options for an ordinance banning mobile vendors from within 500 to 1000 feet from schools.				
2. At the April 7, 2015 City Council meeting	City Attorney, working with the CD Director, Police Chief and City Manager	Review current regulations and the feasibility of regulating amplified sound from mobile vendors.				
3. At the May 19, 2015 City Council meeting	Police Chief and City Attorney	Present to the City Council for action an ordinance to regulate parking in municipal public parking lots.				
4. By July 1, 2015	Police Chief, working with the ACM	Provide training and fully implement the jail surveillance video camera system.				
5. At the August 4, 2015 City Council Meeting	Fire Chief, working with the PW Director, IT Director and Library	Report on the status of implementing an EOC on the Main Library Meeting Room.				
6. By September 1, 2015	PW Director and Police Chief	Develop plans and specifications for security fencing around the police station.				
7. By August 1, 2015	Police Chief, working with the HR Director	Report on the number of sworn police personnel in place to achieve the budgeted 93 positions.				
8. By October 1, 2015	Police Chief, working with the PW Director and CS Director	Research and present to the City Council for direction options for construction of a canine training facility on an existing unused city parcel.				

BRAINSTORMED STRATEGIES TO ADDRESS IN THE NEXT 6 MONTHS:
No suggestions

Administrative Report

Council Action Date: April 21, 2015

To: MAYOR AND CITY COUNCIL

From: DAN SMITH, INTERIM COMMUNITY SERVICES DIRECTOR

Subject: FIRST AMENDMENT TO THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, AQUATIC CENTER GRANT AGREEMENT

RECOMMENDATION

1) Approve the First Amendment to the State of California Department of Parks and Recreation, Division of Boating and Waterways, Aquatic Center Grant Agreement in the amount of $22,000 and authorize the Mayor to execute the document on behalf of the City; and
2) Adopt by 4/5TH vote a Resolution of the City Council of the City of Redondo Beach, California, appropriating $22,000 of grant funding to the Community Services Department's FY 2014-2015 operating budget.

EXECUTIVE SUMMARY

In 2014, the City was awarded a $22,500 State of California Department of Boating and Waterways (DBW) grant for sailing instruction scholarships. Earlier this year the DBW approved the City's application for renewal of the grant funding, adding $22,000 to the City's 2014 grant award (total grant funding: $44,500). As required by this First Amendment to the Grant Agreement, the funds will be used for Sailing Program scholarships. The Amendment has been approved by the City Attorney's Office.

BACKGROUND

The City of Redondo Beach has operated a sailing program for over 30 years. Over 150 participants enjoy the program's sailing activities and classes each year. Our Sailing Program has consistently been a very popular program with positive student feedback at an exceptional value. The grant amendment will allow the City to keep the class fees reasonable by offsetting program costs and provide scholarships to class participants based on demonstrated financial need. The term of this agreement is from February 7, 2014 – March 31, 2018.

COORDINATION

This Amendment has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

This Amendment will provide $22,000 for City Sailing Program scholarships.

Funding		Expenditures	
Grant Amendment	$22,000	Scholarships	$22,000
Total	**$22,000**	**Total**	**$22,000**

Submitted by:

Dan Smith
Interim Community Services Director

Approved for forwarding by:

Joe Hoefgen
City Manager

Attachments:
- First Amendment to DBW Grant Agreement
- Resolution to Appropriate First Amendment Grant Monies
- Original DBW Grant Agreement

All supporting documentation for **Consent Items**

can be found online at the City's website

www.redondo.org

under the corresponding City Council Meeting

city offices/city clerk/agenda & minutes

City Council Meeting

April 21, 2015

Item H5

Administrative Report

Council Action Date: May 5, 2015

To: MAYOR AND CITY COUNCIL

From: LAURIE KOIKE, INTERIM WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

Subject: AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND CRANEVEYOR CORPORATION FOR THE PURCHASE OF MATERIALS AND LABOR TO REPAIR A BOAT HOIST AT HARBOR BASIN III; AND RESOLUTION TO APPROPRIATE FUNDING FOR THE REPAIR

RECOMMENDATION

1) Approve the Agreement for Property Services with CraneVeyor Corporation for the purchase of materials and labor to repair a boat hoist for an amount not to exceed $242,000; and authorize the Mayor to execute the document on behalf of the City.
2) Adopt by 4/5 vote a Resolution appropriating $121,000 from the available balance of the City's Harbor Tidelands Fund and $121,000 from the available balance of the City's Harbor Uplands Fund for this purpose.

EXECUTIVE SUMMARY

On May 8, 2014, the City completed its purchase of the Redondo Beach Marina leasehold, which includes two boat hoists available for public use. Approximately six months after the purchase, steel members on the hoists were noticeably deficient and were inspected. Both hoists were found to be unsafe to operate in their current condition and repair or replacement were recommended.

Three bids from well-qualified firms were later obtained and CraneVeyor Corporation (CraneVeyor) was deemed to be the lowest responsible bidder. Staff recommends approval of the attached agreement with CraneVeyor for the purchase of materials to repair the north hoist.

The high cost of this repair, coupled with the fact that it was not a part of the current annual budget, makes it well-suited for an appropriation of funds. Staff recommends adoption of the attached Resolution to appropriate funds from the available balances of the Harbor Tidelands Fund and the Harbor Uplands Fund for this repair.

BACKGROUND

On May 8, 2014, the City completed its purchase of the Redondo Beach Marina leasehold, which includes restaurant and retail buildings, a sportfishing pier, a small marina, a large surface parking lot, and two boat hoists available for public use. The boat hoists are located within Harbor Basin III and allow for the transfer of larger craft from land to water and back. This is the only boat hoist facility located within King Harbor. A hoist involves a trolley system used to carry a boat vertically and horizontally to or from the water, and the trolley system depends upon runway beams to support the weight of the boat. The hoists have historically needed maintenance, as steel structures in an almost-constantly wet and salt air environment can degrade faster than anticipated.

In 2013, the hoists were used a total of 1,225 times, or about 100 times each month. However, like much of the recreational activities in King Harbor, weather and seasonality play a big role in participation. More than half of all uses occurred during the five-month period of May through September. Each hoist was able to lift a craft of up to five tons and 30 feet in length.

During the past seven months, it was observed that steel members on the hoists were noticeably deficient and the City's property manager, Leonardo Management (Leonardo), immediately called for an inspection. A crane repair firm gave the opinion that the hoists were both in need of repair and that they should be shut down for safety reasons until repairs could be made. Leonardo met with City staff in December 2014, and it was determined Leonardo would call for a second inspection of the hoists; this time by a structural engineer.

The structural engineer's report followed in late January 2015 that thoroughly detailed the damaged steel beams to both hoists. The damage, which was much more extensive and complicated than initially reported, could not fully be comprehended from the landside inspection.

The report for the south hoist found a great amount of deterioration among the structural portions. Major damage to the main beams, brace beams, rod bracing and column was found. Many contact points, including bolts and plates connecting all the members, were severely rusted. The structure supporting the hoist beams showed cracking, along with spalling of the rear footings. The structural engineer recommended that this south hoist be taken out of operation permanently as a repair was not possible.

For the north hoist, the engineer noted significant rust and thinning of the runway beams and other support beams. The thinning of the runway beams caused the track for the trolley system to become uneven, further causing deterioration of the trolley system. However, the pile caps and footings supporting the hoist were found to be in sound condition. Given the better condition of the north hoist, and the financial infeasibility of

replacing the south hoist, it was decided to obtain bids only for the repair of the north hoist.

The structural engineer's report was used to develop a scope of services and begin the bidding process for repair of the north hoist. Leonardo obtained three bids from well-qualified firms in early March 2015. Those bids needed updating, however, as it was necessary to add prevailing wage requirement for the labor component of the project. Under California law, a City project is determined to be a "public work" and the prevailing wage requirement must be paid to those working on such a project. In early April 2015, staff received the final, acceptable bids with prevailing wages and CraneVeyor was deemed to be the lowest responsible bidder. The other bids were received from Konecranes ($262,195) and All American Crane ($303,850).

Under the attached agreement, CraneVeyor will repair the north hoist at Harbor Basin III. Assuming this project is approved, it will take approximately 10 weeks to complete the repair, as the fabrication of the new trolley system and new steel beams represents a very specialized process.

The high repair cost is a one-time expenditure that was not foreseen as part of the current annual budget. In order to have the funding available within the annual budget, a budget appropriation is necessary. Staff recommends the adoption of the attached Resolution to appropriate funds from the available balances of the Harbor Tidelands Fund and the Harbor Uplands Fund for this repair. There are adequate available fund balances in the Harbor Tidelands Fund ($7.4M) and Harbor Uplands Fund ($1.8M).

COORDINATION

The Waterfront and Economic Development Department coordinated this project with the City Attorney's Office, the Public Works Department and Leonardo Management. The City Attorney's Office has approved the document as to form.

FISCAL IMPACT

The attached Resolution will appropriate $121,000 from the available balance of the Harbor Tidelands Fund and $121,000 from the available balance of the Harbor Uplands Fund ($242,000 total) to the FY 2014-15 Annual Budget for the Waterfront & Economic Development Department. This is a not-to-exceed figure, meaning that a portion of the contract amount, if unspent, could return to the Harbor Tidelands Fund and the Harbor Uplands Fund.

FUNDING		EXPENDITURE	
CraneVeyor Contract to Repair North Hoist	$242,000	Harbor Tidelands Fund	$121,000
		Harbor Uplands Fund	$121,000

Total	$242,000	Total	$242,000

Submitted by:

Laurie Koike, Interim Waterfront & Economic Development Director

Approved for forwarding by:

Joe Hoefgen, City Manager

Attachments:

- AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND CRANEVEYOR CORPORATION
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2014-15 BUDGET MODIFICATION TO APPROPRIATE $121,000 FROM THE HARBOR TIDELANDS AVAILABLE FUND BALANCE AND $121,000 FROM THE HARABOR UPLANDS FUND AVAILABLE BALANCE TO THE FISCAL YEAR 2014-15 ANNUAL BUDGET FOR ADDITIONAL CONTRACTS AND PROFESSIONAL SERVICES EXPENDITURES WITHIN THE WATERFRONT & ECONOMIC DEVELOPMENT DEPARTMENT ARISING FROM THE NEED TO REPAIR THE BOAT HOIST FACILITY ADJACENT HARBOR BASIN III

AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CRANEVEYOR CORPORATION

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and CRANEVEYOR CORPORATION, a California corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".

B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.

2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings,

reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.

6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.

10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action,

proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b).] Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

Notwithstanding the foregoing, California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under take 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."

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement,

including without limitation all environmental laws, employment laws, and non-discrimination laws.

a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

b. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

25. Time of Essence. Time is of the essence of this Agreement.

26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 5th day of May, 2015.

CITY OF REDONDO BEACH

_____
Mayor

CRANEVEYOR CORPORATION

By: _____
Name: _____
Title: _____

ATTEST:

_____
City Clerk

APPROVED:

_____
Risk Manager

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor shall perform the following duties:

Remove old Hoist/Trolley Runway and install a new Hoist/Trolley Runway
Use W36x135 Runway Bean per Plump Engineering
Remove and replace cross over and kicker beams
New Electric Lift Twin Hook Hoist per attached
New Radio Controls
Existing support structure to remain, all connections are based on reusing existing "AS IS"
Customer responsible for existing support structure being re-used, per Supplied Engineering Drawings and Information
Includes Marine Grade Epoxy Paint
Prevailing Wage Rates
Field measure and Auto-CAD layout drawing for customer approval

Excluding TranStation systems, cranes will be shop assembled and operation tested before shipment. Dismantling will be held to a minimum and components match marked to facilitate field assembly.

Cranes, TransLifters, Trans-Tops and TranStations will be blast cleaned and painted with one coat of rust inhibiter primer and one finish coast of safety yellow SCAQMD approved industrial grade enamel. Hoists, other auxiliary equipment and ceiling supported patented track rails will have the manufacturer's standard coat(s) and color. All other crane structures, runway beams, rails and other structural steel to be blast cleaned and have one coat of red oxide primer. ASCE rails and mounting hardware will not be painted. Special surface preparation, coatings and colors, if requested, can be provided at additional costs.

Two sets of Operations and Maintenance Manuals will be included.

The installation price includes a proof load test provided the site has adequate power to perform such a test, i.e., if power is unavailable, a second load test will be required at an additional cost. Pursuant to codes, all units to and including 3 ton capacity will be tested and certified by Crane Veyor. Units with capacities over 3-ton will be tested and include CAL-OSHA certification. Included are the test weights and required rigging, unless provided by customer.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence May 5, 2015 and expire August 31, 2015 ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

1. **AMOUNT.**

Materials	$148,240.00
Specialty Hoist with control package	$44,800.00
Installation	$48,960.00

2. **METHOD OF PAYMENT.** Contractor shall provide invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.

3. **SCHEDULE FOR PAYMENT**. 30 days after submission of invoices.

4. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor

CRANEVEYOR CORP.
1524 North Potrero Avenue
South El Monte, California 91733

City

City of Redondo Beach
Engineering Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Brad Lindhal

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract 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, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

Employer's Liability: $1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed 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.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this

Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

RESOLUTION NO. CC-1505-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2014-15 BUDGET MODIFICATION TO APPROPRIATE $121,000 FROM THE HARBOR TIDELANDS FUND AVAILABLE BALANCE AND $121,000 FROM THE HARBOR UPLANDS FUND AVAILABLE BALANCE TO THE FISCAL YEAR 2014-15 ANNUAL BUDGET FOR ADDITIONAL CONTRACTS AND PROFESSIONAL SERVICES EXPENDITURES WITHIN THE WATERFRONT & ECONOMIC DEVELOPMENT DEPARTMENT ARISING FROM THE NEED TO REPAIR THE BOAT HOIST FACILITY ADJACENT HARBOR BASIN III.

WHEREAS, it is the intention of the City Council of the City of Redondo Beach to review the adopted budget from time to time; and

WHEREAS, the City's adopted budget needs to be modified to appropriate monies from fund balances for necessary additional expenditures; and

WHEREAS, the City enters into contracts with consultants and service providers for certain tasks to be accomplished; and

WHEREAS, the City requires the assistance of a service provider to adequately purchase materials and repair an existing boat hoist facility; and

WHEREAS, the Harbor Tidelands Fund has an available balance sufficient to fund the anticipated expenditures; and

WHEREAS, the Harbor Uplands Fund has an available balance sufficient to fund the anticipated expenditures;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: That, pursuant to the City's Tidelands Trust Agreement with the State of California, the Mayor and City Council find that it is appropriate to utilize funds from the Harbor Tidelands Fund to repair the boat hoist facility despite its location outside of the Tidelands geographic area, due to this project's benefits in providing greater access to the Tidelands area.

SECTION 2: That the Mayor and City Council appropriate a total of $121,000 from the Harbor Tidelands Fund available balance and $121,000 from the Harbor Uplands available balance, to the Fiscal Year 2014-15 Annual Budget for additional Contracts & Professional Services expenditures within the Waterfront & Economic Development Department.

SECTION 3: That, pursuant to Section 11 (f) of the City Charter, the City Clerk of said City is hereby directed and instructed to correct the budget records of said City for fiscal year 2014-15 in accordance with the above modifications.

SECTION 4: That the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions of said City and shall cause the action of the City Council in adopting the same to be entered in the official minutes of said City Council.

PASSED, APPROVED AND ADOPTED this 5th day of April 2015.

_____
Steve Aspel, Mayor

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-1505-036 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 5th day of May 2015, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

_____
Michael W. Webb, City Attorney

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

AMENDMENT TO GRANT

Grant No. C8956322 **Amendment No. 1**

PROJECT:

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the City of Redondo Beach.

The State and City of Redondo Beach in mutual consideration of the promises made herein and in the grant in which this is an amendment, do promise as follows:

Amend grant by increasing grant amount from $22,500 to $44,500.

In all other respects, the grant of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

Grantee: City of Redondo Beach

Address: 1922 Artesia Blvd.
Redondo Beach, CA 90278

Agency: Department of Parks and Recreation,
Division of Boating and Waterways
ATTN: (Amy Rigby)

Address: One Capitol Mall, Suite 500
Sacramento, CA 95814

BY: _____
(Authorized Signature)

_____
(Printed Name and Title of Authorized Representative)

Date_____

BY: _____
(Authorized Signature)

Ramona Fernandez, Chief, Operations Division
(Printed Name and Title of Authorized Representative)

Date _____

CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)

GRANT NO C8956322	AMENDMENT NO 1	CALSTARS VENDOR NO R000004072-00		PROJECT NO
AMOUNT ENCUMBERED BY THIS DOCUMENT $22,000	FUND TITLE Federal Trust Fund			AGENCY BILLING CODE NO 032023
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT $22,500	ITEM 3790-101-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013/14
TOTAL AMOUNT ENCUMBERED TO DATE $44,500	INDEX 1700	OBJECT CODE 703	PCA CODE 68106	PROJECT/WORK PHASE Equipment/Scholarship
T.B.A. NO	*I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.*			
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE			DATE

Administrative Report

Council Action Date: April 21, 2015

To: **MAYOR AND CITY COUNCIL**

From: **TIM SHEA, INTERIM PUBLIC WORKS DIRECTOR**

Subject: **AWARD RFP NUMBER 1415-013 AND APPROVE A THREE YEAR AGREEMENT WITH SOUTH BAY LANDSCAPING INC. TO PROVIDE LANDSCAPE MAINTENANCE SERVICES IN THE PIER AND HARBOR AREA FOR A TOTAL COST NOT TO EXCEED $93,680**

RECOMMENDATION

1) Award RFP Number 1415-013 and approve a three year agreement with South Bay Landscaping, Inc. to provide hourly landscape maintenance services in the pier/harbor area for a total cost not to exceed $93,680; and
2) Authorize the Mayor to execute the attached agreement on behalf of the City.

EXECUTIVE SUMMARY

Award of this RFP will approve a three-year agreement with South Bay Landscaping, Inc. to provide hourly landscape maintenance services in the pier/harbor area. Services will include turf maintenance, shrub and ground cover maintenance, tree maintenance and other services as directed by City staff. The total cost of the three-year agreement will not exceed $93,680, including a 10% contingency.

BACKGROUND

The Redondo Beach pier and harbor area has numerous areas containing trees, shrubs, ground cover and turf that help beautify the waterfront. In order to ensure that these landscaped areas remain attractive and healthy, regular maintenance performed by crews with horticultural expertise is necessary. The City's Pier/Harbor Maintenance Division does not have the manpower or expertise to perform the needed maintenance tasks. The most cost-effective way to sustain the high quality standard needed for a revitalized pier and harbor area and to avoid impacting other core maintenance functions provided by Public Works personnel in the area is to hire a landscape maintenance firm to provide the services.

On February 26, 2015, the Financial Services Department, on behalf of the Public Works Department, solicited proposals for an agreement to provide the desired landscape maintenance services. Responses to RFP Number 1415-013 were as follows:

South Bay Landscaping	$93,680
Priority Landscaping Services	$125,347
Bennett Landscape	$128,436
Finley's Tree & Landcare	$149,296
So Cal Land Maintenance	$152,468

The above figures are projected total costs for the three-year contract period based on hourly pricing proposed by the contractors, 20 hours of basic services per week, plant materials and special services as needed, and a 10% contingency.

The Public Works Department has reviewed all proposals and determined that the one submitted by South Bay Landscaping, Inc. presents the best combination of qualifications, references and cost for the desired services. The company has provided a wide variety of landscape maintenance services for public and private agencies for over 20 years and is able to offer competitive pricing because it already has crews working in Redondo Beach as part of other agreements.

The cost of the first year of the agreement will not exceed $29,792, as follows:

Regular maintenance	$15,080
After hours services	$900
Irrigation Technician services	$740
Assistant Irrigation Tech services	$620
Overheight tree pruning	$688
Man lift rental	$256
Plant materials	$8,800
10% contingency	$2,708

Total	$29,792

The contingency was included as the amount of special services and replacement materials required each year can only be estimated. The initial term of the contract will be three years. The City will have the option to extend it for two additional years.

COORDINATION

The RFP process was coordinated with the Financial Services Departments. The City Attorney's office has prepared and approved the agreement as to form.

FISCAL IMPACT

The total cost of a three-year agreement for landscape maintenance services in the Pier/Harbor area will not exceed $93,680, including a 10% contingency. Funding for the

contract is available in the Public Works Department's annual maintenance and operating budget.

Funding:		Expenditures:	
Harbor Tidelands Fund	$28,180	South Bay Landscaping, Inc.	$93,680
Harbor Uplands Fund	$65,500		
Total	$93,680	Total	$93,680

Submitted by:
Tim Shea, Interim Public Works Director

Approved for forwarding by:
Joe Hoefgen, City Manager

rosborne

Attachments:
- Agreement

RESOLUTION NO. CC-1505-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2014-15 BUDGET MODIFICATION TO APPROPRIATE $121,000 FROM THE HARBOR TIDELANDS FUND AVAILABLE BALANCE AND $121,000 FROM THE HARBOR UPLANDS FUND AVAILABLE BALANCE TO THE FISCAL YEAR 2014-15 ANNUAL BUDGET FOR ADDITIONAL CONTRACTS AND PROFESSIONAL SERVICES EXPENDITURES WITHIN THE WATERFRONT & ECONOMIC DEVELOPMENT DEPARTMENT ARISING FROM THE NEED TO REPAIR THE BOAT HOIST FACILITY ADJACENT HARBOR BASIN III.

WHEREAS, it is the intention of the City Council of the City of Redondo Beach to review the adopted budget from time to time; and

WHEREAS, the City's adopted budget needs to be modified to appropriate monies from fund balances for necessary additional expenditures; and

WHEREAS, the City enters into contracts with consultants and service providers for certain tasks to be accomplished; and

WHEREAS, the City requires the assistance of a service provider to adequately purchase materials and repair an existing boat hoist facility; and

WHEREAS, the Harbor Tidelands Fund has an available balance sufficient to fund the anticipated expenditures; and

WHEREAS, the Harbor Uplands Fund has an available balance sufficient to fund the anticipated expenditures;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: That, pursuant to the City's Tidelands Trust Agreement with the State of California, the Mayor and City Council find that it is appropriate to utilize funds from the Harbor Tidelands Fund to repair the boat hoist facility despite its location outside of the Tidelands geographic area, due to this project's benefits in providing greater access to the Tidelands area.

SECTION 2: That the Mayor and City Council appropriate a total of $121,000 from the Harbor Tidelands Fund available balance and $121,000 from the Harbor Uplands available balance, to the Fiscal Year 2014-15 Annual Budget for additional Contracts & Professional Services expenditures within the Waterfront & Economic Development Department.

SECTION 3: That, pursuant to Section 11 (f) of the City Charter, the City Clerk of said City is hereby directed and instructed to correct the budget records of said City for fiscal year 2014-15 in accordance with the above modifications.

SECTION 4: That the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions of said City and shall cause the action of the City Council in adopting the same to be entered in the official minutes of said City Council.

PASSED, APPROVED AND ADOPTED this 5th day of April 2015.

_____
Steve Aspel, Mayor

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-1505-036 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 5th day of May 2015, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

_____
Michael W. Webb, City Attorney

Administrative Report

Council Action Date: May 5, 2015

To: **MAYOR AND CITY COUNCIL**

From: **LAURIE KOIKE, INTERIM WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR**

Subject: **FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND LAZ PARKING CALIFORNIA, LLC**

RECOMMENDATION

Approve the First Amendment to the Agreement for Project Services between the City of Redondo Beach and LAZ Parking California, LLC, and authorize the Mayor on behalf of the City.

EXECUTIVE SUMMARY

The City owns and operates two Waterfront parking structures that feature pay by space payment systems. The pay by space parking system was installed as a pilot program in the Plaza Parking Structure in March 2012 and in the Pier Parking Structure in December 2012. A significant component of the pay by space system is the removal of gates and previous parking operator personnel at the entry and exit lanes to the structure.

During the summer, congestion brought by increased traffic and first-time visitors can cause delays at payment machines, and fill the parking structures to capacity. On May 6, 2014, the City approved a contract with LAZ Parking California, LLC (LAZ) to provide ambassador services to assist users at the machines while also monitoring the capacity of the structures. Staff recommends approval of the attached amendment to extend the agreement for an additional year.

BACKGROUND

The City of Redondo Beach owns two parking structures providing convenient pedestrian access to the City's Pier and International Boardwalk area. The Pier Parking Structure sits at the western boundary of Torrance Boulevard and contains approximately 1,018 spaces. The Plaza Parking Structure lies at the intersection of N. Harbor Drive and Pacific Avenue and contains approximately 332 parking spaces.

Together, the structures supply the Pier and International Boardwalk area with essential parking for a variety of users in the area.

The City Council approved the installation of the new parking system on September 20, 2011 after a comprehensive review by a working group, made up of users and merchants, recommended the new pay by space parking payment system. The system allows for payments in advance at a series of meters upon entry of a parking stall number and desired parking time. The pay by space parking meters were installed in the Plaza Parking Structure in March 2012 and in the Pier Parking Structure in December 2012. The new system has performed well and has been generally well-received, due in large part to the elimination of lines at the structure exits.

During the initial operating period, staff gathered significant data from the new machines and solicited constructive feedback from users that was utilized to further improve service. The feedback focused primarily on the need to reduce wait times at the meters during peak periods and to better educate new visitors on how to use the system. An additional concern for the structure was to ensure there was sufficient traffic management during the peak summer season. During peak times, the structures fill to capacity and may need to be closed intermittently while vehicle traffic is monitored to avoid traffic jams.

On May 21, 2013, the City Council approved a contract with LAZ to provide trained staff on busy weekends to provide ambassador services at the Pier Parking Structure. On May 6, 2014, the City Council entered into a second annual contract for LAZ's services with total compensation not to exceed $30,000.

In providing ambassador services, LAZ would typically dispatch 4-5 personnel to the Pier Parking Structure to greet visitors at entry points, assist at meters, and manage traffic control. While LAZ typically focuses on busy summer weekends, they may also be requested to provide personnel for other weekends throughout the year, if the Harbor is expected to be unseasonably busy. LAZ will also assist with parking on July 4th in both parking structures. LAZ' managerial employees frequently visit the site while their employees are on duty and have been responsive to staff requests.

The attached one-year amendment will extend the agreement to May 4, 2016 and increase the compensation by an additional $30,000, for a contract total not to exceed $60,000.

COORDINATION

The Waterfront & Economic Development Department collaborated with the City Attorney's Office to develop the attached amendment. The First Amendment document has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

The amendment with LAZ increases the total compensation by an additional $30,000, paid for out of the Harbor Uplands Fund and Harbor Tidelands Fund. The total possible compensation to LAZ under this contract is a not-to-exceed amount. That is, it is possible that not all funding will be spent. Therefore, some of the possible compensation may return to the City's Harbor Tidelands Fund and the Harbor Uplands Fund.

Funding		Expenditures	
$ 28,000	Harbor Uplands Fund	$ 30,000	Contract with LAZ Parking
$ 2,000	Harbor Tidelands Fund		
$ 30,000	TOTAL	$ 30,000	TOTAL

Submitted by:

Laurie Koike
Interim Waterfront & Economic Development Director

Approved for forwarding by:

Joe Hoefgen
City Manager

Attachment: First Amendment to the Agreement for Project Services Between the City of Redondo Beach and LAZ Parking California, LLC

FIRST AMENDMENT TO THE
AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND LAZ PARKING CALIFORNIA, LLC

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and LAZ PARKING CALIFORNIA, LLC, a Connecticut Limited Liability Company authorized to do business in the state of California ("Contractor or Consultant").

WHEREAS, on May 6, 2014, the parties hereto originally entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the parties, Contractor and City desire to extend the Agreement and increase the compensation; and

WHEREAS, the parties desire to amend the Agreement pursuant to Section 21 of the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Term. Exhibit "B" of the Agreement is hereby amended to extend the term of the Agreement to May 4, 2016. Contractor shall commence and complete all services described in Exhibit "A" in accordance with the extended term.

2. Compensation. Exhibit "C" of the Agreement is hereby amended to add an additional $30,000 as compensation for a total not to exceed amount of $60,000.

3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and the First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 5th day of May, 2015.

CITY OF REDONDO BEACH

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

LAZ PARKING CALIFORNIA, LLC

By: _____
Name: _____
Title: _____

APPROVED:

_____
Risk Manager

Administrative Report

Harbor Commission Hearing Date: May 11, 2015

CASE NUMBER: 2015-05-HC-001

PROJECT LOCATION: 132 N. INTERNATIONAL BOARDWALK

APPLICATION TYPE: COASTAL DEVELOPMENT PERMIT, CONDITIONAL USE PERMIT, AND AN EXEMPTION DECLARATION

APPLICANT'S NAME: KING HARBOR BREWING COMPANY

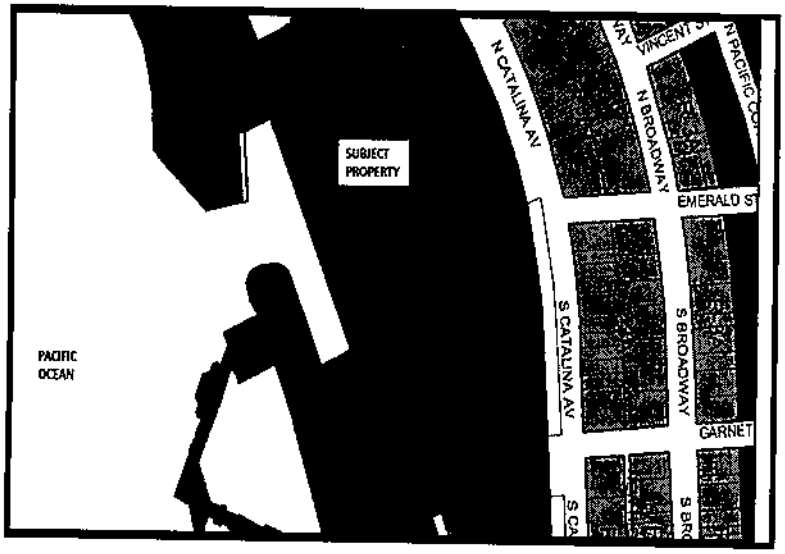
APPLICANT'S REQUEST AS ADVERTISED:

Consideration of an Exemption Declaration, Conditional Use Permit and Coastal Development Permit to allow the operation of a specialty craft beer tasting room within an existing commercial tenant space on property located within a Coastal Commercial (CC-1) zone, located at 132 N. International Boardwalk.

DEPARTMENT'S RECOMMENDATION:

Staff recommends that the Harbor Commission make the findings as set forth in the draft resolution; adopt the Exemption Declaration, grant Conditional Use Permit and Coastal Development Permit, subject to the plans and applications submitted, and the conditions in the Draft Resolution.

BACKGROUND/EXISTING CONDITIONS:



On April 7, 2015, the City Council granted the applicants a lease to operate a specialty craft beer tasting room at the subject property which was most recently occupied by Dock 132 Gifts. In addition, to obtaining a lease, the applicant must also obtain a Conditional Use Permit as required by the Coastal Zoning Ordinance. The applicants currently own and operate King Harbor Brewing Company located at 2907 182nd Street in Redondo Beach which was approved by the Planning Commission in 2013 as a brewing and tasting facility. The proposed use is for

tasting room activities only as they plan to keep the existing brewing and tasting room facilities on 182nd Street and expand operations.

CURRENT REQUEST:

The applicant, King Harbor Brewing Company, is requesting a Conditional Use Permit to allow the establishment of a tasting room at 132 N. International Boardwalk. The tasting room would feature all their core craft beers, seasonal beers and experimental batch beers. The proposed tasting room will be exclusively for tasting with no brewing facilities on-site. All beers will be produced at the brewery and delivered to the tasting room.

The overall commercial space to be occupied by the applicants is approximately 750 square feet in total gross floor area and includes the public tasting room space, a draft and cold storage room, a bathroom, an employee area, and storage space. The tasting room will be approximately 480 square feet and consist of the bar area, 26 seats, and retail area selling King Harbor Brewing Company merchandise. The work required to convert the space from the former retail space to a tasting room is minor and mostly interior. Some changes to the exterior are proposed and include installation of two new roll roll-up doors and the addition of new waterproofed 1' x 6' horizontal wood siding to the building to improve the exterior appearance. Signs will be reviewed by the Community Development Department.

The proposed craft beer tasting room functions in much the same way as a winery tasting room. The objective of the tasting room is to provide the public with an opportunity to sample the different varieties of craft beers produced by the brewery. The tasting process also allows the opportunity for customers to ask questions about the brewing process, ingredients used and to familiarize themselves with the different craft beer styles. Customers will be able to purchase bottles, cans, or "growlers" of products that they taste. A "growler" is a 64 ounce reusable glass jug with the company's name and logo which is used to sell beer for off-site consumption. The growler can be purchased and filled at the tasting room. This type of sale is permitted under their ABC license and is standard among all craft breweries.

The craft beer industry is a popular and fast growing industry. What makes the craft brewing industry unique is innovation in their use of non-traditional brewing ingredients and distinctive flavor. King Harbor Brewing Company's primary focus is on brewing "session beers" which are flavorful craft beers that are lower in alcohol content.

The applicant's intent with starting a second tasting room is to promote their business and expand their brand. They also seek to have a presence near the beach and proximity to the beach culture of pedestrians and cyclists and surfers. They also expect that the tasting room location on the International Boardwalk will provide the brewery

more exposure to tourists and create more brand awareness among local residents who have not yet visited the brewery.

EVALUATION OF REQUEST:

The property located at 132 N. International Boardwalk is in the Coastal Commercial CC-1 zone. Pursuant to Section 10-5.810 of the City's Coastal Zoning Ordinance, alcohol serving establishments are identified as conditionally permitted uses within the Commercial (CC-1) zone. The purpose of a Conditional Use Permit is to review certain uses possessing unique characteristics to insure that the establishment of those uses will not adversely affect surrounding land uses and properties, nor disrupt the orderly development of the community.

Pursuant to Section 10-5.810 of the City's Zoning Ordinance, the operation of a business selling alcoholic beverages is most closely categorized as a bar and identified as a conditionally permitted use within the Coastal Commercial (CC-1) zone. Section 10-5.402(24) defines a bar as "...establishments where alcoholic beverages are sold for consumption on the premises." Additionally, Section 10-5.1600 states that all bars require Conditional Use Permit approval in order to "prevent a blighting impact on the character of commercial zones, help insure the compatibility of these particularly sensitive land uses with surrounding land uses, and maintain a healthy and balanced mix of commercial uses."

The International Boardwalk is a pedestrian-friendly waterfront area designated for local serving and visitor-serving businesses. Establishment of the specialty craft beer tasting room is appropriate for the area as it will attract and serve tourists and locals, and allow the establishment of a growing local business within a popular industry to be located at the International Boardwalk. The proposed changes to the building exterior will create an attractive and inviting space along the Boardwalk. The changes will be an improvement to the existing conditions.

The business will not adversely affect surrounding land uses. The most sensitive nearby land use are the neighboring residential uses which are at a higher elevation and away from the applicant's tenant space. Businesses on the International Boardwalk, have shown over time to not generate noise impacts to surrounding properties. Also, per the applicant, their target clientele are tourists, locals and "beer geeks" who are more interested in the craft beer tasting, and brewing process than a rowdy atmosphere. However, some conditions of approval have been added to prevent excessive noise and other alcohol related concerns. Condition No. 12 was added to have the tasting room staff monitor and control the behavior of their patrons both inside and outside of the building premises. Conditions No. 10 and 11 require that all tasting room staff be LEAD certified through the Department of Alcohol Beverage Control. The training addresses underage drinking, overserving and how to prevent it. Their staff will also be required to

be trained in all aspects of a "Zero Tolerance Policy" that addresses underage drinking and overserving to patrons.

The applicants proposed hours of operation are Sunday through Thursday, 10:00 a.m. to midnight, and Friday through Saturday 10:00 a.m. to 2:00 a.m. These hours are intended to give the applicants flexibility to adjust their hours based on customer response. Staff finds that the Sunday through Thursday hours are reasonable, but the Friday and Saturday closing time of 2:00 am may be too late. Staff believes that it is prudent to initially establish some reasonable hours restrictions. It's staff's recommendation that initial operations on Fridays and Saturdays be limited to 1:00 am for a period of 3 months and that the Commission grant staff the administrative authority to adjust hours to as late as 2:00 a.m. should no significant complaints be received. The Harbor Commission still retains overall jurisdiction to review the Conditional Use Permit.

Overall, staff is supportive of the tasting room at the International Boardwalk. The addition of this business will contribute to a healthy and balanced mix of commercial uses and fit in well with the pedestrian atmosphere of the Boardwalk.

ENVIRONMENTAL STATUS:

Pursuant to the California Environmental Quality Act (CEQA), Section 15301 of the Guidelines (Existing Facilities), the proposed project is categorically exempt from the preparation of environmental analyses.

FINDINGS:

1. In accordance with Section 10-5.2506(b) of the Redondo Beach Municipal Code, approval of the request for an amendment to a Conditional Use Permit is in accord with the criteria set forth therein for the following reasons:

    a) The use is permitted in the Coastal Commercial (CC-1) land use district in which the site is located, and the International Boardwalk and pier are adequate in size and shape to accommodate the use. The project is consistent with the requirements of Chapter 5, Title 10 of the Redondo Beach Municipal Code, to adjust the use with the land and uses in the neighborhood.

    b) The site of the proposed use has adequate access to multiple public streets including Harbor Drive and Torrance Boulevard which are adequate width to carry the kind and quantity of traffic generated by the use that it serves.

    c) The proposed use shall have no adverse effect on abutting property or the permitted use thereof, subject to the conditions of approval including hours of operation. The International Boardwalk is a commercially designated waterfront area, intended and planned for commercial land uses.

d) The proposed project conforms to all of the requirements of the Zoning Ordinance.

e) The project is consistent with the certified Coastal Land Use Plan and with the Comprehensive General Plan of the City and the use provides enhanced resident and visitor-serving coastal commercial services.

2. In accordance with Section10-5.2218(c) of the Redondo Beach Municipal Code, the applicant's request for a Coastal Development Permit is consistent with the findings set forth therein for the following reasons:

   a) The proposed use is in conformity with the Certified Local Coastal Program because it is consistent with the Coastal Commercial (CC-1) zone and associated development standards.

   b) That the proposed use is located between the sea (or the shoreline of any body of water located within the coastal zone) and the first public road paralleling the sea, and is in conformity with the public access and public recreation policies of Chapter 3 of Division 20 of the Public Resources Code (commencing with Section 30200).

   c) That the decision-making body has complied with any CEQA responsibilities it may have in connection with the revised project, and that, in approving the proposed development, the decision-making body is not violating any CEQA prohibition that may exist on approval of projects for which there is a less environmentally damaging alternative or a feasible mitigation measure available.

3. Pursuant to Chapter 3, Title 10 of the Redondo Beach Municipal Code, the project is exempt from the preparation of environmental documents pursuant to Section 15301 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA).

4. The Harbor Commission hereby finds that the proposed project would have no impact on Fish and Game resources pursuant to Section 21089(b) of the Public Resources Code.

CONDITIONS:

1. That the approval granted herein is to establish a tasting room within an existing commercial building. The tasting room shall be maintained and operated in substantial conformance with the application and plans reviewed and approved by the Harbor Commission at its meeting of May 11th, 2015.

2. That the hours of operation for the proposed tasting room shall be restricted to Sunday through Thursday 10:00 a.m. to midnight, and Friday and Saturday from 10:00 a.m. to 1:00 a.m. for an initial period of three months.

3. That the Community Development Department, after the initial three months of operation, be authorized to administratively reduce or modify hours of operation up to 2:00 a.m. should no more than three (3) verified complaints be received by the Police Department.

4. All exterior and interior alterations to the building shall comply with all applicable codes and regulations implemented by the Building Division and any other agencies with jurisdiction over the facility and that building permits shall be obtained prior to the commencement of any work.

5. That signs shall not be installed prior to the approval by the Community Development Department in accordance with the City's Sign Regulation Criteria.

6. The Community Development Department shall be authorized to approve minor changes.

7. In the event of a disagreement in the interpretation and/or application of these conditions, the issue shall be referred back to the Harbor Commission for a decision prior to the issuance of a building permit. The decision of the Harbor Commission shall be final.

8. The applicant and/or their successor shall maintain the subject property in a clean, safe and attractive state until construction commences.

9. That the applicant shall comply with all applicable codes, local ordinance and regulation and requirement and obtain all necessary permits form the Building Division, Engineering Division and Fire department.

10. That the applicant must comply with all regulations and obtain all necessary approvals of the Department of Alcohol Beverage Control (ABC) to allow for retail sales of beer and on-site tasting of beer.

11. All employees serving alcoholic beverages to patrons must complete a certified training program by the State Department of Alcoholic Beverage Control (ABC) for responsible sales of alcohol.

12. All employees must provide evidence of completed training in the "Leadership in Alcohol and Drugs (LEAD)" program by the State Department of Alcohol Beverage Control.

13. The applicant must have readily identifiable personnel to monitor and control the behavior of their patrons both inside and outside of the building premises, ensuring that the area surrounding the tasting room is generally free of patrons.

Submitted by:

Alex Plascencia
Assistant Planner

Approved for forwarding by:

Aaron Jones
Community Development Director

Approved for forwarding by:

Laurie Koike
Interim Waterfront and
Economic Development Director

Attachments:
1. Draft resolution 2015-HC-04-001
2. Administrative Report to City Council for lease– April 7th, 2015
3. Administrative Report to Planning Commission for brewery – July 18th 2013

CITY OF REDONDO BEACH

EXEMPTION DECLARATION
PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

DATE: May 11, 2015

PROJECT ADDRESS: 132 N. International Boardwalk

PROPOSED PROJECT: Consideration of an Exemption Declaration and Conditional Use Permit to allow the operation of a tasting room facility within an existing commercial building on property located in a Coastal Commercial (CC-1) zone, in the Coastal Zone at 132 N. International Boardwalk.

In accordance with Chapter 3, Title 10, Section 10-3.301(a) of the Redondo Beach Municipal Code, the above-referenced project is Categorically Exempt from the preparation of environmental review documents pursuant to:

> Section 15301 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA) states, in part, that projects involving minor alterations to existing structures and involving negligible or no expansion of use, are categorically exempt from the preparation of environmental documents. This finding is supported by the fact that the proposed project consists of minor alterations and re-use of an existing commercial building on property located in a Commercial (CC-1) zone where there will be no expansion in the gross floor area of the building.

Alex Plascencia
Assistant Planner

RESOLUTION NO. 2015-04-HCR-001

A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH APPROVING AN EXEMPTION DECLARATION, GRANTS THE CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT TO ESTABLISH A TASTING ROOM ON PROPERTY LOCATED WITHIN A COASTAL COMMERCIAL (CC-1) ZONE AT 132 N. INTERNATIONAL BOARDWALK

WHEREAS, an application was filed on behalf of the owner of the property located at 132 N. International Boardwalk for approval of an Exemption Declaration, Conditional Use Permit and Coastal Development Permit to establish a tasting room on property located within a Coastal Commercial (CC-1) zone; and

WHEREAS, notice of the time and place of the public hearing where the Exemption Declaration and the application would be considered was given pursuant to State law and local ordinances by publication in the Easy Reader, by posting the subject property, and by mailing notices to property owners within 300 feet and occupants within 100 feet of the exterior boundaries of the subject property; and

WHEREAS, the Harbor Commission of the City of Redondo Beach has considered evidence presented by the applicant, the Waterfront and Economic Development Department, the Community Development Department, and other interested parties at the public hearing held on the 11th day of May, 2015, with respect thereto.

NOW, THEREFORE, THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH DOES HEREBY FIND:

1. In accordance with Section 10-5.2506(b) of the Redondo Beach Municipal Code, approval of the request for a Conditional Use Permit is in accord with the criteria set forth therein for the following reasons:

   a) The use is permitted in the Coastal Commercial (CC-1) land use district in which the site is located, and the International Boardwalk and pier are adequate in size and shape to accommodate the use. The project is consistent with the requirements of Chapter 5, Title 10 of the Redondo Beach Municipal Code, to adjust the use with the land and uses in the neighborhood.

   b) The site of the proposed use has adequate access to multiple public streets including Harbor Drive and Torrance Boulevard which are adequate width to carry the kind and quantity of traffic generated by the use that it serves.

c) The proposed use shall have no adverse effect on abutting property or the permitted use thereof, subject to the conditions of approval including hours of operation. The International Boardwalk is a commercially designated waterfront area, intended and planned for commercial land uses.

d) The proposed project conforms to all of the requirements of the Zoning Ordinance.

e) The project is consistent with the certified Coastal Land Use Plan and with the Comprehensive General Plan of the City and the use provides enhanced resident and visitor-serving coastal commercial services.

2. In accordance with Section10-5.2218(c) of the Redondo Beach Municipal Code, the applicant's request for a Coastal Development Permit is consistent with the findings set forth therein for the following reasons:

   a) The proposed use is in conformity with the Certified Local Coastal Program because it is consistent with the Coastal Commercial (CC-1) zone and associated development standards.

   b) That the proposed use is located between the sea (or the shoreline of any body of water located within the coastal zone) and the first public road paralleling the sea, and is in conformity with the public access and public recreation policies of Chapter 3 of Division 20 of the Public Resources Code (commencing with Section 30200).

   c) That the decision-making body has complied with any CEQA responsibilities it may have in connection with the revised project, and that, in approving the proposed development, the decision-making body is not violating any CEQA prohibition that may exist on approval of projects for which there is a less environmentally damaging alternative or a feasible mitigation measure available.

3. Pursuant to Chapter 3, Title 10 of the Redondo Beach Municipal Code, the project is exempt from the preparation of environmental documents pursuant to Section 15303 (Conversion of Small Structures) of the Guidelines for Implementation of the California Environmental Quality Act (CEQA).

4. The Harbor Commission hereby finds that the proposed project would have no impact on Fish and Game resources pursuant to Section 21089(b) of the Public Resources Code.

NOW, THEREFORE, THE HARBOR COMMISSION OF THE CITY OF REDONDO BEACH DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That based on the above findings, the Harbor Commission does hereby approve the Exemption Declaration and grant the Coastal Development Permit Exemption and Conditional Use Permit pursuant to the application considered by the Harbor Commission at its meeting of the 11th day of May, 2015.

Section 2. This permit shall be void in the event that the applicant does not comply with the following conditions:

1. That the approval granted herein is to establish a tasting room within in existing commercial building. The tasting room shall be maintained and operated in substantial conformance with the application and plans reviewed and approved by the Harbor Commission at its meeting of May 11th, 2015.

2. That the hours of operation for the proposed tasting room shall be restricted to Sunday through Thursday 10:00 a.m. to midnight, and Friday and Saturday from 10:00 a.m. to 1:00 a.m. for an initial period of three months.

3. That the Community Development Department, after the initial three months of operation, be authorized to administratively reduce or modify hours of operation up to 2:00 a.m. should no more than three (3) verified complaints be received by the Police Department.

4. All exterior and interior alterations to the building shall comply with all applicable codes and regulations implemented by the Building Division and any other agencies with jurisdiction over the facility and that building permits shall be obtained prior to the commencement of any work.

5. That signs shall not be installed prior to the approval by the Community Development Department in accordance with the City's Sign Regulation Criteria.

6. The Community Development Department shall be authorized to approve minor changes.

7. In the event of a disagreement in the interpretation and/or application of these conditions, the issue shall be referred back to the Harbor Commission for a decision prior to the issuance of a building permit. The decision of the Harbor Commission shall be final.

8. The applicant and/or their successor shall maintain the subject property in a clean, safe and attractive state until construction commences.

9. That the applicant shall comply with all applicable codes, local ordinance and regulation and requirement and obtain all necessary permits form the Building Division, Engineering Division and Fire department.

10. That the applicant must comply with all regulations and obtain all necessary approvals of the Department of Alcohol Beverage Control (ABC) to allow for retail sales of beer and on-site tasting of beer.

11. All employees serving alcoholic beverages to patrons must complete a certified training program by the State Department of Alcoholic Beverage Control (ABC) for responsible sales of alcohol.

12. Any new employees must provide evidence of completed training in the "Leadership in Alcohol and Drugs (LEAD)" program by the State Department of Alcohol Beverage Control.

13. The applicant must have readily identifiable personnel to monitor and control the behavior of their patrons both inside and outside of the building premises, ensuring that the area surrounding the tasting room is generally free of patrons.

Section 3. That the Conditional Use Permit shall become null and void if not vested within 36 months after the Harbor Commission's approval of the project.

Section 4. That, prior to seeking judicial review of this resolution, the applicant is required to appeal to the City Council. The applicant has ten days from the date of adoption of this resolution in which to file the appeal.

FINALLY RESOLVED, that the Harbor Commission forward a copy of this resolution to the City Council so the Council will be informed of the action of the Harbor Commission.

PASSED, APPROVED AND ADOPTED this 11th day of May, 2015.

_____
Deborah Jackson, Chair
Harbor Commission
City of Redondo Beach

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

I, Laurie Koike, Interim Waterfront and Economic Development Director of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. 2015-04-HCR-001 was duly passed, approved and adopted by the Harbor Commission of the City of Redondo Beach, California, at a regular meeting of said Harbor Commission held on the 11th day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

_____
Laurie Koike
Interim Waterfront and Economic Development Director

APPROVED AS TO FORM:

_____
City Attorney's Office

Administrative Report

Council Action Date: April 7, 2015

To: MAYOR AND CITY COUNCIL

From: LAURIE KOIKE, INTERIM WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR

Subject: LEASE BETWEEN THE CITY OF REDONDO BEACH AND DAINES & DUNBABIN, LLC FOR THE PREMISES AT 132 N. INTERNATIONAL BOARDWALK

RECOMMENDATION

Approve the lease between the City of Redondo Beach and Daines & Dunbabin, LLC (Tenant), and authorize the Mayor to execute the document on behalf of the City.

EXECUTIVE SUMMARY

The City purchased the former International Boardwalk leasehold in July of 2012. This former leasehold includes a narrow, linear commercial development of approximately 17,200 square feet. The space at 132 N. International Boardwalk (Premises) includes a total area of approximately 750 square feet, and was previously operated as restaurant and retail uses.

The proposed lease will allow Tenant to install a new tasting room for their brewery business with a five-year term and a City option to terminate after March 31, 2016. Rental to the City's Harbor Uplands Fund will amount to the greater of the minimum monthly rent (varies from $757.50 in the first year to $1,650.00 in year five), or 10% of gross sales.

BACKGROUND

In July 2012, the City purchased the former International Boardwalk leasehold containing the very narrow and linear development along the east side of marina Basin III. The approximately 17,200 square feet of space is almost entirely prepared for retail uses.

Retail and restaurant and bar businesses most recently operated within the space at 132 N. International Boardwalk. Tenant has recently opened a tasting room in North Redondo Beach for their growing brewery business, King Harbor Brewing Company. Tenant now wishes to bring the same concept to its namesake, King Harbor. Tenant envisions a restaurant where their brewery product takes center stage. Their existing tasting room in North Redondo Beach will remain, which has become a popular

destination. It is expected the same success can be brought to the International Boardwalk.

The proposed lease carries a five-year term and a five-year option to extend with rental paid as the greater of minimum monthly rent or percentage rent each month. The minimum monthly rent will amount to $757.50 ($1.01/sq. ft.) in year one, $832.50 in year two, $937.50 in year three, $1,500.00 in year four and $1,650.00 ($2.20/sq. ft.) in year five, and the percentage rent rate will equal 10% of gross, sales. Minimum Monthly Rent is abated for the first month and second month discounted to $378.50. The City, as Landlord, will upgrade façade, entry and interior structural elements. Otherwise under the lease, Tenant will accept the Premises "as-is" and will be responsible for all expenses related to the space throughout the term. The City will retain the right to terminate the lease with six-months' notice after March 31, 2016.

COORDINATION

The Waterfront and Economic Development Department collaborated with the City Attorney's Office on this transaction. The City Attorney's Office has approved the document as to form.

FISCAL IMPACT

Rental from the property will have a positive impact on revenue to the City's Harbor Uplands Fund. The proposed lease will result in an increasing minimum monthly rental of $757.50 ($1.01/sq. ft.) in year one, to $1,650.00 ($2.20/sq. ft.) in year five. This will result in minimum revenue of almost $8,000 annually in year one (including abatement), almost $10,000 in year two, over $11,000 in year three, $18,000 in year four and $19,800 in year five. Over the initial term of the lease, the City can expect a minimum rental of over $66,000. The percentage rent formula is expected to result in an undetermined amount of additional revenue above the minimum monthly rental.

Submitted by:

Laurie Koike, Interim Waterfront & Economic Development Director

Approved for forwarding by:

Joe Hoefgen, City Manager

jallen

Attachments:

- Lease Between the City of Redondo Beach and Daines & Dunbabin, LLC

Administrative Report

Planning Commission Hearing Date: **July 18, 2013**

AGENDA ITEM: 8 (PUBLIC HEARING)

PROJECT LOCATION: 2907 182nd Street

APPLICATION TYPE: EXEMPTION DECLARATION AND CONDITIONAL USE PERMIT

NUMBER: 2013-07-PC-014

APPLICANT'S NAME: Thomas Dunbabin

APPLICANT'S REQUEST AS ADVERTISED:

Consideration of an Exemption Declaration and Conditional Use Permit to allow the operation of a micro-brewery with an ancillary tasting room and retail sales within an existing commercial building on property located in an Industrial-Commercial (IC-I) zone at 2907 182nd Street.

DEPARTMENT'S RECOMMENDATION:

The Community Development Department recommends that the Planning Commission make the findings as set forth in the staff report, adopt the Exemption Declaration and approve the Conditional Use Permit subject to the plans and applications submitted and the findings and conditions as contained in the staff report.

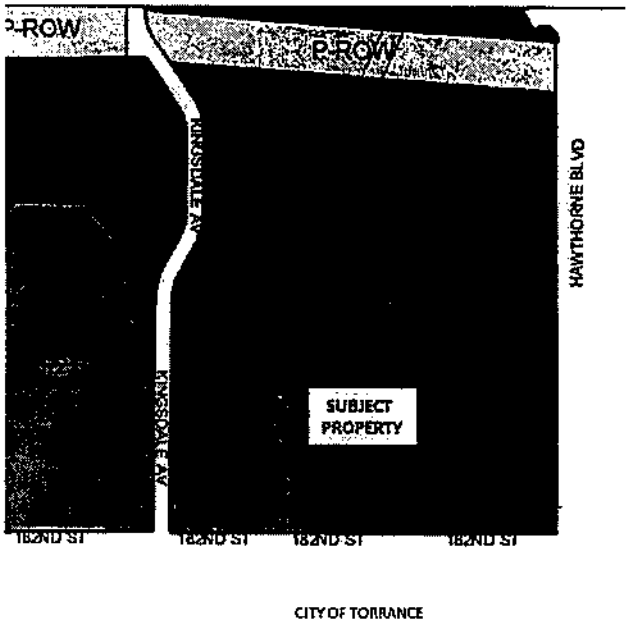
EXISTING CONDITIONS:

It should be noted at this point in the report that the terms "micro-brewery" and "local craft brewery" are interchangeable. The term "micro-brewery" was most commonly used up until seven (7) or eight (8) years a go. The term "local craft brewery" has since replaced the term "micro-brewery", though it is not completely uncommon to hear the use of both terms.

The subject property is zoned Industrial-Commercial (IC-I) and is located at the northeast corner of the intersection of 182nd Street and Kingsdale Avenue in a L-shaped center constructed in 1973. The center has a total of 36,000 gross square feet of building area with 14 tenant spaces in two (2) buildings. One Hundred Fourteen (114) parking spaces are available on-site in three (3) areas, one located at front property line on 182nd Street, one located at front property line on Kingsdale Avenue and another

one, the largest of the three (3) to the rear of the two (2) buildings. The odd-shaped lot is 2.58 acres (112,385 square feet) in size. The proposed use is to be located in Unit 7, Building B, which faces 182nd Street. The other tenants include a variety of light industrial uses such as a glass manufacturing company, offices, and a recreational use - batting cages. Vehicular access to the center is available via a driveway on 182nd Street and two (2) driveways on Kingsdale Avenue.
The adjacent properties to the north and east are also zoned Industrial-Commercial (IC-I) and are developed with similar light industrial uses. The telephone company, Verizon occupies a large industrial site to the west across Kingsdale Avenue that is zoned Industrial I-2. Multi-family developments are located to the south across 182nd Street in the City of Torrance.

DESCRIPTION OF THE REQUEST:



The project proposes the operation of a local craft brewery with an ancillary tasting room and retail sales, to be known as the Coastline Brewing Company. In the US, the American Brewers Association defines a "craft brewery" as "small, independent and traditional", with a production size of level than 6,000,000 US beer barrels (700,000,000 L) a year and with no more than 24% ownership by another alcoholic beverage company that is not itself a craft brewery.

The 3,600 square-foot tenant space is used as follows: 2,950 square feet (82%) devoted to beer; 500 square feet (14%) for the taproom (tasting area) and approximately 150 square feet (4%) for an office,

Please note that the drawings and plans prepared by the equipment supplier, Premier Stainless Systems, are dimensioned in inches, not feet, as is customary on most other drawings and plans. Additionally, an explanation of some of the terms used on the drawings and in the beer world is necessary. Specifically, the word "liquor" in the beer world means water, so that the hot liquor tank and the cold liquor tank listed on the Equipment Schedule (Sheet 4 of 4) actually means hot water tank and cold water tank. A Brite Tank is the tank that holds the beer prior to it being kegged. Additionally, though it does not appear on these plans, the word liquid actually means beer.

The local craft brewery will be a full production brewing and packing business. They will brew beer on-site, then keg, bottle and can it for off-site distribution. The kegs, both half-barrel and 1/16th barrels, bottles and cans will then be wholesaled to regional markets including bars, restaurants, markets and liquor stores who in turn will retail the products to the public.

On-site tasting of the beer will be available in the tap room. The purpose of the beer tasting is to allow potential customers to experience and rate the beer before they commit to an order.

According to their business plan two categories of beer are to be produced; *creatively sessionable beer* and *limited release beer*. Their core product will be *creatively sessionable beers*, which includes pale ale and India pale ale, currently the most consumed light beers, dark ale such a stout or porter, and a brewer's option, meaning that the brewer will decide which additional creative beer they will brew to distinguish themselves. Their line of *limited release beers* will include seasonal beers, an experimental beer, and possibly a very specific, small niche beer.

The applicants intend to phase in the production and distribution processes. Only kegs will be produced the first two (2) years with bottling and canning to start during the third year of production. The operators plan to distribute the kegs of beer themselves during the first two (2) years using their personal vehicles. Their personal vehicles will not be parked on-site outside of the operating hours. As required, larger delivery trucks will be used during business hours only to drop off supplies and pick up the kegs for distribution. These delivery trucks will not be stored on site, at any time during the day or evening.

Standard business hours for the brewery operations will be Monday through Friday, 9:00 a.m. to 6:00 p.m. However, in some cases the brew equipment may need to run 12 hours a day in order to complete two brews in one day. This will be the exception rather than the rule. The tap room will be open 4:00 p.m. to 8:00 p.m. on Wednesdays and Thursdays, 12 noon to 10:00 pm. on Fridays and Saturdays, 12 noon to 6:00 p.m. on Sundays.

Three (3) employees will handle all aspects of the business during the first two (2) years including a master brewer, and the two (2) business partners who will handle the finances, the marketing and overall operations. Only one (1) person, the master brewer, will be on-site during the brewing hours as the other two (2) individuals will be out most of the time selling/marketing their products. The two (2) business partners will be on-site during the tap room hours where they will market their products via the tastings. A maximum of three (3) employees, the brewer and the two (2) partners, will be on-site for approximately four (4) hours a week, from 4:00 p.m. to 6:00 p.m. on Wednesdays and Thursdays, when the brewing hours overlap with the tap room hours.

Additional positions, including an assistant brewer, tap room manger and office assistant, may be added thereafter dependent on their success. The qualifications of these employees will differ dependent on the specific jobs. All tap room employees will be required to be Licensee Education on Alcohol and Drugs (LEAD) certified through the California ABC to ensure proper beer serving knowledge and techniques. In addition, they will also need to be certified as *Beer Servers* by the Cicerone organization (a similar organization to the Sommelier organization for wine servers.) A "zero tolerance" policy will be implemented with respect to the sale and tasting of alcohol to minors, including compliance with all of the state requirements.

Security for their facility and products will be implemented through a variety of measures and procedures. Specifically, they will be installing professional grade locks and limiting the distribution of keys to a subset of individuals that are vetted and are required to have keys for standard business operations. Additionally, they will be installing security cameras in strategic locations in the interior of their facility to monitor both the tap room and manufacturing floor, on a 24/7 basis. The site lines in the tap room will be constructed in such a way to facilitate visual surveillance by their on-site staff.

The applicant is intending to replace the existing cabinet sign located over the store front entrance with their own sign. Photographs of the street-facing elevation of the tenant space show the proposed signage for the business.

The local craft brewery will require the approval of a Type 23 license from the Department of Alcoholic Beverage Control (ABC). A Type 23 ABC license is defined as follows: *"TYPE 23 - SMALL BEER MANUFACTURER - (Brew Pub or Local craft brewery) Authorizes the same privileges and restrictions as a Type 01. A brewpub is typically a very small brewery with a restaurant. A local craft brewery is a small-scale brewery operation that typically is dedicated solely to the production of specialty beers, although some do have a restaurant or pub on their manufacturing plant."* A Type 01 ABC License is defined as follows: *"TYPE 01 - BEER MANUFACTURER - (Large Brewery) Authorizes the sale of beer to any person holding a license authorizing the sale of beer, and to consumers for consumption on or off the manufacturer's licensed premises. Without any additional licenses, may sell beer and wine, regardless of source, to consumers for consumption at a bona fide public eating place on the manufacturer's licensed premises or at a bona fide eating place contiguous to the manufacturer's licensed premises. May conduct beer tastings under specified conditions".* In addition, the Community Development Department will need to approve the required ABC zoning affidavit if and when the Planning Commission approves the request for a Conditional Use Permit.

The proposed local craft brewery and tap room will also require a City of Redondo Beach Business license and permits from the Department of Environmental Health and the State Board of Equalization. A permit from the Alcohol & Tobacco Tax and Trade

Bureau will control the brewery operations as well as the labeling of the bottles and cans in the second phase of their development.

EVALUATION OF THE REQUEST:

Pursuant to Section 10-2.1020 of the Zoning Ordinance, beer manufacturing is a permitted use. However, the tasting facility (tap room) for the public requires the approval of a Conditional Use Permit. The purpose of a Conditional Use Permit (CUP) is to ensure that the proposed use is appropriate on the subject property and that it does not have an adverse effect on the surrounding land uses and does not disrupt the orderly development of the surrounding community.

As stated the business plan the Industry standards and composition of breweries (NAICS 312120, SIC 2082*) indicate that there are four (4) large-scale breweries AB INBEV, MILLERCOORS, PABST BREWING CO, and D.G. Yuengling and Son Inc. that dominate the United States beer industry, with revenues of $96 billion in 2011. The remaining market share, which was around 5.7% in 2010, referred to as the "craft beer" industry is made up of many small market shareholders led by Samuel Adams (18.97%), Sierra Nevada (11.13%) and New Belgium (8.16%).

** NAICS 312120 is an Industry Statistic Sampler for the Brewery Industry. SIC 2082 is the Standard Industrial Classification Code for establishments primarily engaged in the manufacturing of malt beverages, including ale, beer, malt liquor, nonalcoholic beer, porter, and stout and other similar products.*

Within the craft beer production industry there are four different divisions – Brewpub (restaurant with on-site brewing), Local Craft Brewery (produces fewer than 15,000 barrels (bbls)/year), Specialty Brewery (produces 15,000 to 2 million bbls/year), and Contract Brewer (contracts out the production). In the United States, the amounts of each type are:

- Brewpubs: 1,063
- Local Craft Breweries: 789
- Regional Craft Breweries: 88 (specialty and contract breweries)

The following are some of the characteristics of craft beer and craft brewers:

- Craft Brewers are small brewers.
- The hallmark of craft beer and craft brewers is innovation. Craft brewers interpret historic styles with unique twists and develop styles that have no precedent.
- Craft beer is generally made with traditional ingredients like malted barley; interesting and sometimes non-traditional ingredients are often added for distinctiveness.

- Craft Brewers tend to be very involved in their communities through philanthropy, product donations, volunteerism, and sponsorship of events.
- Craft Brewers have distinctive, individualistic approaches to connecting with their customers.
- Craft Brewers maintain integrity by what they brew and their general independence, free from a substantial interest by a non-craft brewer.

If approved, the local craft brewery will be the first of its kind in Redondo Beach. Direct competitors are local craft breweries located in El Segundo (*El Segundo Brewing Company*), in Hermosa Beach (*The Brewery at Abigaile*), and in Torrance (*Strand Brewing Company, Monkish, Smog City and Dudes Brewing.*)

The Redondo Beach Brewing Co. located at the south end of the Riviera Village is a restaurant and bar that was established in 1993 and would be classified as a Brewpub. The on-site brewing of beer was approved as an ancillary use when it first opened and therefore did not require any additional approvals. There are four (4) small brewing tanks, two (2) 15-barrel (BBL) tanks and two (2) 10-BBL tanks on the premises. Beer is no longer brewed there because the quality of their beer products over time was rated as inferior in comparison to the highly-rated newer local craft beers, now available.

The applicant's have provided a thorough business plan (see attached) that addresses most of the salient issues applicable to the review and approval of a CUP. The plan includes an analysis of their proposed location and target market. The cost/benefit analysis focuses on the cities of Redondo Beach, Torrance, and the El Segundo/LAX area. The City of Hermosa Beach was excluded because they do not allow tap rooms (tastings) with their breweries. The City of Manhattan Beach was excluded because the real estate is too expensive for the operation of a brewery. As stated in the plan, their approach incorporates "the unique quality of residents in the South Bay; people [who] refuse to travel "long" distances – more than a couple miles," which has both pros and cons. ... If we are in a location that is perceived as "far away" it will hurt our taproom business, but if we are in a location that is easy to access (biking distance) then we can expect to have a busy taproom."

Redondo Beach is the applicant's first choice in terms of location because the demographics are a perfect fit for "craft beer" consumers, who are typically male Caucasians between 25 and 65 years of age with typical annual incomes greater than $75,000. The median age in Redondo Beach is in the mid-30's with a median annual household income of greater $67,000 and a pre-dominantly white population.

"Beverage manufacturers" are allowed to locate in all of the Industrial zones including I-1, I-1A, I-1B, I-2, I-2A and IC-1, and the Commercial (C-5A) zone. The applicants were most interested in locating on properties zoned C-5A because they are located on the west of North Catalina Avenue between the north entrance to the City and North

Broadway Avenue, closer to the beach, the Strand, the Pier, and the Riviera Village, where the majority of City's restaurants, bars and tasting rooms are located, as are pedestrian and cycling clientele that make up the beach culture and the beer culture of the City. However, the proposed location, at the northeast intersection of 182nd Street and Kingsdale Avenue is the applicant's second choice as it is tucked away in an industrial complex, relatively far from the activities and culture that generate their retail sales.

Experience indicates that many tap room patrons travel to and from the brewery in car pools with three (3) to four (4) people per vehicle. It is also common that patrons cycle to the facility and in some cases they walk; especially if they live within a quarter mile radius of the location. In order to promote cycling to the facility, it is recommended that the applicant provide on-site bicycle racks if a suitable location can be identified.

As indicated above, the proposed tap room (tasting facility) is approximately 500 square feet in size and will be open 4:00 p.m. to 8:00 p.m. on Wednesdays and Thursdays, 12 noon to 10:00 p.m. on Fridays and Saturdays, 12 noon to 6:00 p.m. on Sundays. While the primary purpose of the tap room is to facilitate beer tasting for potential wholesale clientele, the public - individuals 21 years of age or older - will also be welcome to taste and purchase beer at a retail price. The tasting of beer for on-site consumption will occur in three ways - tasting portions, half portions, or full portions. A tasting portion is a 4-ounce glass that is filled with 3 ounces of liquid. These can be purchased individually or in a "flight." A half portion is a 6 ounce pour and a full portion is 12 ounces. Liquid will be sold for off-site consumption in bottles and growlers.

"Beer flights" are small pours of different brews. Typically, patrons can procure four (4), 4-ounce pours with different liquids (beers) in each of the tasting glasses. The bottles are 22 ounces in size and are filled and sealed on site. These are provided by the Brewery and are branded to identify the source of the liquid. Growlers are 64 ounce refillable bottles that customers bring back to the brewery to have filled if that is where the growler was purchased. A growler is a glass or ceramic jug with a capacity of 64 U.S. fluid ounces. They are commonly sold at breweries and brewpubs as a means to sell take-out craft beer. The rapid growth of craft breweries and the growing popularity of home brewing have also led to an emerging market for the sale of collectible growlers.

According to the applicant "over-serving" will not be an issue because staff members will be LEAD certified through the ABC, which provides training that specifically addresses under-age drinking, over-serving issues and how to prevent them from occurring.

The City's Police Chief has indicated that he does not have any specific concerns regarding the proposed brewery and tap room likely because the proposed hours of operation are reasonable, and the required training of the staff will result in professional

and responsible conduct with respect to the potential dangers of over-serving clientele. Staff will be trained in all aspects of a "zero tolerance policy" that addresses under-age drinking and over-serving.

The proposed hours of operation are as follows:

- Brewery operations will take place Monday through Friday, 9:00 a.m. to 6:00 p.m. In some cases the brew equipment may run 12 hours a day in order to complete two brews in one day.
- The tap room will be open 4:00 p.m. to 8:00 p.m. on Wednesdays and Thursdays, 12 noon to 10:00 p.m. on Fridays and Saturdays, 12 noon to 6:00 p.m. on Sundays.

Planning staff agrees that the proposed hours of operation are reasonable and will not have an impact on surrounding properties and uses; the majority of which are light industrial. Although there are multiple-family residences across 182nd Street to the south in the City of Torrance, the enforcement of a "zero tolerance policy" will reduce the potential for the generation of unreasonable noise or poor behaviors on the part of the patrons.

The brewery will generate a very faint odor, similar to the faint smell of a bakery, during the brewing hours (2 days every 2 weeks for the first year and up to 3 days a week in the fifth year). Since the interior brewery air will be vented through a 16-foot tall ceiling and exhaust air rises it is unlikely that there will be any detectable odor around the exterior of the brewery.

The disposal of waste products from the brewing process will be dealt in two (2) ways. Liquid waste, consisting primarily of water and environmentally safe cleaning solutions (Simple Green Cleaner that is non-toxic, biodegradable), will be disposed of through the local sewer system. An average of 750 gallons of liquid waste is produced per brew, which equates to an average of 6,000 gallons/month. As designed, it will flow through hoses or run off of equipment after cleaning into a trench drain installed in the brewing area. The trench drain is connected directly to local waste water system. According to the Engineering Department the addition of 6,000 gallons of waste water a month is not a problem since the existing waste water system is running at 40% of capacity during peak hours, which flows into the County waste water system which has a much greater capacity than the City.

Solid waste consists of most of the grain kernel other than the starchy endosperm. The applicant anticipates each batch of beer will result in approximately 750 lbs. of solid waste, though it will vary slightly per recipe. Producing two (2) batches per week will result in approximately 1,500 lbs. of wet solid waste per week. The wet solid waste is stored in 55 gallon plastic containers where the waste dries out. The dry solid waste weighs somewhat less than when it is wet. The solid waste will be made available local

farms, agriculture schools, and bakeries for their use. Solid waste (aka spent grain) makes excellent chicken and cattle feed. Also, many bakeries are experimenting with making breads and pastries using the spent grain; pizza dough is also being made from the spent grain. Spent grain can be used to make everything from bread and biofuel to pill coatings. The solid waste produced by breweries is actually being used in a lot of new and innovative ways by many environmental organizations due to its biodegradable and clean nature. The plastic containers of spent grain will be picked up the farmers, bakeries etc. who will transport the product to their establishments by trucks or vans. Brewery staff will pick up the empty plastic containers and return them to the brewery for re-use. In the event that they are unable to create on-going connections or enough connections to reuse their full compliment of solid waste, they we will need to work with Athens, the City's solid waste contractor, on an acceptable disposal plan.

The prior use of the tenant space was the retail sale of electronics that required 14 parking spaces. The brewery and tap room will only require six (6) parking spaces based the use of the space including a tap room, an office and restrooms, the brewing area and a warehouse area where supplies and products will be stored. There are 114 on-site parking spaces, four (4) more than required by code based on the current mix of tenants including the proposed brewery. Based on this parking data and the fact that the majority of the businesses located on the subject property only operate on weekdays and close down their operations between the hours of 4:00 p.m. and 6:00 p.m., it is highly unlikely that the operation of the brewery and tap room will create any parking problems or shortages.

ENVIRONMENTAL EVALUATION

Pursuant to the California Environmental Quality Act (CEQA), Section 15303 of the Guidelines (Existing Facilities), the proposed project is categorically exempt from the preparation of environmental analyses.

FINDINGS:

1. In accordance with Section 10-2.2506(B) of the Redondo Beach Municipal Code, a Conditional Use Permit is in accord with the criteria set forth therein for the following reasons:

    a) The proposed local craft (micro) brewery with an ancillary tasting room and retail sales is permitted in the land use district in which the site is located, and the site is adequate in size and shape to accommodate the use, and the project is consistent with the requirements of Chapter

5, Title 10 of the Redondo Beach Municipal Code, to adjust the use with the land and uses in the neighborhood.

b) The site has adequate access to public streets of adequate width to carry the kind and quantity of traffic generated by the proposed local craft (micro) brewery with an ancillary tasting room and retail sales.

c) The proposed local craft (micro) brewery with an ancillary tasting room and retail sales use shall have no adverse effect on abutting property or the permitted use thereof, subject to the conditions of approval. Conditions including but not limited to: the hours of operation; the training of employees; the posting of signs to discourage drinking and driving; the restriction of exterior signs advertising or promoting the availability of alcohol for on-site consumption and/or off-site retail sales; and, the disposal of waste.

d) The proposed local craft (micro) brewery with an ancillary tasting room and retail sales conforms to all of the requirements of the Zoning Ordinance.

e) The proposed local craft (micro) brewery with an ancillary tasting room and retail sales is consistent with the Comprehensive General Plan of the City.

2. The proposed project conforms to all of the requirements of the Zoning Ordinance, Title 10 of the Redondo Beach Municipal Code.

3. The plans, specifications and drawings submitted with the applications have been reviewed by the Planning Commission, and are approved.

4. The project is Categorically Exempt from the preparation of environmental documents pursuant to Section 15303 of the Guidelines of the California Environmental Quality Act (CEQA).

5. The Planning Commission hereby finds that the proposed project will have no impact on fish and game resources pursuant to Section 21089(b) of the Public Resources Code.

6. The Planning Commission further finds that in reviewing the Exemption Declaration it has exercised its own independent judgment.

CONDITIONS:

1. That the approval granted herein is for the operation of a local craft (micro) brewery with an ancillary tasting room (tap room) and retail sales within an existing industrial/commercial building at 2907 182nd Street and that it shall be constructed and operated in substantial compliance with the plans reviewed in conjunction with the applications approved by the Planning Commission on July 18, 2013.

2. The Conditional Use Permit allows for the operation of a tasting room (tap room) as an ancillary use to the brewery. Operation of the tasting room (tap room) requires the continued operation of the brewery as the primary use.

3. A plan for the disposal of the solid waste (spent grain), approved by the Planning and Public Works staff) must be filed with the Department of Community Development prior to the start of the brewery operation. Revised plans, reflecting changed conditions, may be submitted for approval at any time during the operation of the local craft (micro) brewery.

4. Any modification to the approved floor plans requires the approval of the Department of Community Development. Significant changes to the sizes of the areas for each use as determined by the Director of the Department of Community Development may require review by the Planning Commission.

5. That the applicant work with staff to provide on-site bicycle racks if a suitable location can be identified.

6. That the hours of operation for the local craft (micro) brewery with an ancillary tasting room (tap room) and retail sales will be as follows: Standard hours for the brewery operations will be Monday through Friday, 9:00 a.m. to 6:00 p.m. On occasion the brew equipment will 12 hours a day in order to complete two brews in one day, which. The tap room will be open 4:00 p.m. to 8:00 p.m. on Wednesdays and Thursdays, 12 noon to 10:00 p.m. on Fridays and Saturdays, 12 noon to 6:00 p.m. on Sundays.

7. That the local craft (micro) brewery with an ancillary tasting room and retail sales shall be required to obtain approval of a Type 23 license (beer/wine on and off site) from the Department of Alcoholic Beverage Control (ABC) to allow for both the retail sale of beer and on-site tasting.

8. That the applicant must comply with all of the regulations of the Alcoholic Beverage Control Act and the regulations promulgated by the Alcoholic Beverage Control Board including, without limitation, the regulations set forth in 4Cal. Code of Regs. §§ 55, *et seq.*

9. That a "Zero Tolerance Policy" relating to minors and intoxication as presented by the applicant shall remain in place and shall be updated and/or improved in keeping with any and all applicable legislation and industry standards.

10. That the applicant must post a sign in a clear and conspicuous location listing a telephone number at which a responsible party may be contacted during all open hours of the establishment to address concerns of the community regarding noise in the brewery, tasting room (tap room), and parking lot.

11. That the applicant must, at all times display a *Designated Driver Sign* of at least ten inches by tens inches (10" x 10") in size in the tasting room (tap room) at eye level. The sign must be worded in such a way that reminds patrons who are consuming alcohol to designate a *non-drinking driver.*

12. No exterior advertising of any kind or type, including advertising including promoting or indicating the availability of alcoholic beverages. Interior displays of alcoholic beverages which are clearly visible to the exterior constitute a violation of this condition.

13. All employees serving alcoholic beverages to patrons must complete a certified training program by the State Department of Alcoholic Beverage Control (ABC) for the responsible sales of alcohol. The training must be offered to new employees on not less than a quarterly basis.

14. Any and all employees hired to sell alcoholic beverages must provide evidence to that they have completed training in *the Leadership in Alcohol and Drugs (LEAD)* Program by the State Department of Alcoholic Beverage Control (ABC).

15. The applicant must have readily identifiable personnel to monitor and control the behavior of their patrons both inside and outside of the building premises, ensuring that the area surrounding the brewery location is generally free of people and are cleared of patrons and their vehicles by one-half hour after closing.

16. That the proposed security plan as presented by the applicant shall remain in place and shall be updated and/or improved in keeping with any and all applicable legislation and industry standards.

17. If complaints are received regarding excessive noise, parking availability, lighting, building access and the like associated with the tasting room (tap room), the City may, in its discretion, take action to review the Conditional Use Permit without limitation, including adding conditions or revoking the Permit.

18. That no signs shall be installed prior to the issuance of a Building permit and prior approval of the Planning Department.

19. That the project shall comply with all applicable codes, local ordinances, regulations and requirements and obtain all necessary permits from the Building Department, Engineering Department and Fire Department.

20. That the project shall adhere to all adopted state codes and local ordinances in regards to accessibility requirements.

21. The applicant and/or their successors shall maintain the subject property in a clean, safe, and attractive state until construction commences.

22. In the event of a disagreement in the interpretation and/or application of these conditions, the issue shall be referred back to the Planning Commission for a decision. The decision of the Planning Commission shall be final.

Prepared by:

Anita Kroeger
Associate Planner

Approved by:

Aaron Jones
Community Development Director

CITY OF REDONDO BEACH

EXEMPTION DECLARATION
PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

DATE: July 18, 2013

PROJECT ADDRESS: 2907 182nd Street

PROPOSED PROJECT: Consideration of an Exemption Declaration and a Conditional Use Permit to allow the operation of a local craft (micro) brewery with an ancillary tasting room (tap room) and retail sales within an existing commercial building on property located in an Industrial-Commercial (IC-I) zone at 2907 182nd Street.

In accordance with Chapter 3, Title 10, Section 10-3.301(a) of the Redondo Beach Municipal Code, the above-referenced project is Categorically Exempt from the preparation of environmental review documents pursuant to:

> Section 15303 of the Guidelines for the Implementation of the California Environmental Quality Act (CEQA), which states, in part, that the conversion of existing small structures from one use to another where only minor modifications are made does not have a significant effect on the environment and is exempt from the requirements of CEQA. This finding is supported by the fact that the operation of a local craft (micro)brewery with an ancillary tasting room (tap room) and retail sales at the subject property is replacing a former electronics retail sales use within an existing commercial building on property located in an Industrial-Commercial (IC-I) zone at 2907 182nd Street.

Prepared By:

Anita Kroeger
Associate Planner

CITY OF REDONDO BEACH

PLANNING DIVISION

PLANNING DEPT REVIEWED BY:
A.P.
DATE REVIEWED: 4/8/15

APPLICATION FOR CONDITIONAL USE PERMIT

Application is hereby made to the Planning Commission/Harbor Commission of the City of Redondo Beach, for Conditional Use Permit, pursuant to Section 10-2.2506 of Chapter 2, Title 10 of the Redondo Beach Municipal Code.

PART I - GENERAL INFORMATION

A APPLICANT INFORMATION

STREET ADDRESS OF PROPERTY: 132 W. International Boardwalk Redondo Beach CA 90277

EXACT LEGAL DESCRIPTION OF THE PROPERTY:

LOT: BLOCK: TRACT:

ZONING: CC-1 Coastal Commercial

FLOOR AREA RATIO (EQUAL TO GROSS FLOOR AREA DIVIDED BY SITE SIZE)

SITE SIZE (SQ. FT.): **GROSS FLOOR AREA** (SQ. FT.) **FLOOR AREA RATIO:**

RECORDED OWNER'S NAME: City of Redondo Beach

MAILING ADDRESS: 415 Diamond Street Redondo Beach CA 90277

TELEPHONE:

AUTHORIZED AGENT'S NAME:

MAILING ADDRESS:

TELEPHONE:

APPLICANT'S NAME: King Harbor Brewing Company

MAILING ADDRESS: 2907 182nd street Redondo Beach CA 90278

TELEPHONE: 310 542 8657

PROJECT ARCHITECT/FIRM/PRINCIPAL:

MAILING ADDRESS:

TELEPHONE: **LICENSE NO.**

B REQUEST

The applicant requests a Conditional Use Permit to use the above described property for the following purposes:

Our request is to establish a 750 square foot tasting room to serve the craft beer produced at the applicant's brewery in North Redondo Beach. King Harbor Brewing was established in 2014. The craft beer tastings will be exclusively from King Harbor Brewery.

CID 606168

20150234

C **SHOWINGS:** Explain how the project is consistent with the criteria in Section 10-2.2506(B) of the Zoning Ordinance.

1. Describe existing site improvements and their present use. If vacant, please specify.

The tenant space we are looking to occupy is located on the City's International Boardwalk. It's a 750 square foot. The space has been vacant for a couple of years and was formerly a souvenir shop. We are improving the location to be an upscale, craft beer tasting room that will include comfortable seating, an oak butcher block bar top, and a gorgeous stainless steel draft system.

2. Describe the site in terms of its ability to accommodate the proposed use and conform to the development standards of the Zoning Ordinance (i.e., setbacks, parking, landscaping, etc.)

The site is zoned Coastal Commerical (CC-1) and is improved as a commercial site. The site is fully accessible from public streets and there is sufficient on site parking. The improvements to the space will have no impact on zoning.

3. Describe the site in terms of its access to public rights-of-way. Give street names, widths, and flow characteristics.

The site is fully accessible from Harbor Drive and Torrance blvd., which is a major arterial

street. The International Boardwalk is also tourist and pedestrian destinations. We expect many people will walk or bike to our space.

4. Describe the expected impact of the proposed use on adjoining uses and activities and on future development of the neighborhood.

The International Boardwalk is a commercial and tourist destination that is planned for having commercial businesses such as ours. The tasting room will be in line with the current adjoining uses and activities. This business will share and add to the customer of neighboring businesses like R10 Social House, Barney's Beanery, Quality Seafood, and The Slip.

5. Describe how the proposed use is consistent with the intent and purpose of the Redondo Beach General Plan.

Our whole business is consistent with the Redondo Beach General Plan in that we are a Redondo Beach based beverage manufacturer looking to expand our footprint to meet the needs of the local residents. Craft Beer is quickly growing, high dollar industry and we are helping bring that customer to Redondo Beach.

D It is desirable, but not required, to have the signatures of owners of property in the immediate area affected,

certifying that they have no objection to the establishment of the use as applied for in this request for a Conditional Use Permit. Use reverse side of this sheet if more space is needed.

NAME	ADDRESS	LOT	BLOCK	TRACT

CITY OF REDONDO BEACH

PLANNING DIVISION

APPLICATION FOR COASTAL DEVELOPMENT PERMIT
(or application for exemption or categorical exclusion)

RECEIVED BY:
DATE RECEIVED:
FILE NUMBER:

PLEASE NOTE: Within 30 days of receipt of an application, the Planning Division will inform the applicant in writing if the application is incomplete, and what items must be submitted to complete the application. Processing of the application will not begin until it is complete, pursuant to Section 10-5.2210 of the Municipal Code.

Application is hereby made to the City of Redondo Beach, for a Coastal Development Permit, pursuant to Article 10 of Chapter 5, Title 10 of the Redondo Beach Municipal Code.

A	**APPLICANT INFORMATION**	
	STREET ADDRESS OF PROPERTY: 132 International Boardwalk Redondo Beach CA 90277	
	EXACT LEGAL DESCRIPTION OF THE PROPERTY: **LOT:** **BLOCK:** **TRACT:**	**ZONING:** CC-1 Coastal Commercial
	RECORDED OWNER'S NAME: City of Redondo Beach **MAILING ADDRESS: 415 Diamond Street Redondo Beach CA 90277** **TELEPHONE:**	**AUTHORIZED AGENT'S NAME:** **MAILING ADDRESS:** **TELEPHONE:**
	PROJECT DEVELOPER: King Harbor Brewing Company **MAILING ADDRESS:2907 182nd street Redondo Beach CA 90278** **TELEPHONE:**	**PROJECT ARCHITECT/FIRM/PRINCIPAL:** **MAILING ADDRESS:** **TELEPHONE:** **LICENSE NO.**
B	**TYPE OF APPLICATION (Consult with Planning Department staff)**	
	____ **Exempt** ____ **Categorical Exclusion** ____ **Coastal Development Permit public hearing waiver** _X_ **Coastal Development Permit public hearing required**	

C	PROJECT DESCRIPTION. (Provide a detailed description of the project.)
	The tenant space we are looking to occupy is located on the City's International Boardwalk. It's a 750 square foot. The space has been vacant for a couple of years and was formerly a souvenir shop. We are improving the location to be an upscale, craft beer tasting room that will include comfortable seating, an oak butcher block bar top, and a gorgeous stainless steel draft system. This project will not alter the overall size of the unit or the it's effect on the surrounding area and will have no impact on exterior public use features or natural habitats.

D	PROJECT INFORMATION: (Note: Please provide a detailed project description on a separate page.)
	Where questions do not apply to your project, indicate "NOT APPLICABLE" or N.A. 1. TYPE OF PROJECT ☐ New _____ Sq. Ft. ☐ Addition _____ Sq. Ft. ☐ Demolition _____ Sq. Ft. ☒ Change of use from ____Souvenir _____ to _____Tasting Room_____

☐ Grading _____ Cu. Yds.
☐ Fence _____ Height _____ Length
☐ Paving _____ Amount
☐ Other _____

2. ADDITIONAL INFORMATION
Note: If yes to any of the items b through h, please explain on a separate sheet.

a. Has any application for development on this site been submitted previously to the California Coastal Zone Conservation Commission or Coastal Commission? ☒ YES ☐ NO
If yes, state previous Application Number:

b. Are any utility extensions necessary to serve the project? If yes, explain. ☐ YES ☒ NO

c. Does the development involve diking, filling, dredging or placing structures in open coastal waters? If yes, explain and indicate whether the U.S. Army Corps of Engineers Permit has been applied for.
☐ YES ☒ NO

d. Will the development extend into or adjoin any beach, tidelands, submerged lands or public trust lands?
☐ YES ☒ NO

e. Is the development in or near:
- Sensitive habitat areas? ☐ YES ☒ NO
- 100 year floodplain? ☐ YES ☒ NO
- Park or recreation area? ☒ YES ☐ NO

f. Will the development harm existing lower-cost visitor and recreational facilities? ☐ YES ☒ NO
Will the development provide public or private recreational opportunities? ☐ YES ☒ NO

g. Does the site contain any:
- Historic resources? ☐ YES ☒ NO
- Archaeological Resources? ☐ YES ☒ NO

h. Will the proposed development be visible from:
- Park, beach or recreation areas? ☐ YES ☒ NO
- Harbor area? ☒ YES ☐ NO

i. Is the project a **"Priority Project"** as defined by the City's NPDES Permit pursuant to Section 5-7.103 of the Redondo Beach Municipal Code? ☐ YES ☒ NO
- If yes, are copies (2 or 25 copies, as applicable) of the *Low Impact Development (LID)* report attached?
☐ YES ☐ NO

j. Is the a project with **"Planning priority project characteristics"** as defined by the City's NPDES Permit

	pursuant to Section 5-7.103 of the Redondo Beach Municipal Code? ☐ YES ☒ NO • If yes, are copies (2 or 25 copies, as applicable) of the *Low Impact Development (LID)* report attached? ☐ YES ☐ NO
E	**SHOWINGS:** Explain how the project is consistent with the Certified Local Coastal Program.
	1. Is the project designed in full accordance with the development standards and other provisions of the Zoning Ordinance for the Coastal Zone? If not, explain. **Yes**
	2. If the proposed development is located between the sea and the first public road paralleling the sea, indicate how it is in conformity with the public access and public recreation policies of Chapter 3 of Division 20 of the California Public Resources Code. **This project does not alter the current landscape of the Redondo Beach International Boardwalk area.**

	3. Will the project have an effect on public access to and along the shoreline, either directly or indirectly (e.g. removing parking used for access to the beach)? If yes, describe the effect. **No**

OWNER'S AFFIDAVIT

Project address: 132 N. International Boardwalk

Project description: Conditional Use Permit – to establish a tasting room for King Harbor Brewing Company

I, Joe Hoefgen, on behalf of the City of Redondo Beach, authorize the submittal of this application for a project on city-owned property so that a decision on the application may be made by the appropriate decision-making body pursuant to the Redondo Beach Municipal Code.

Signature: Joe Hoefgen

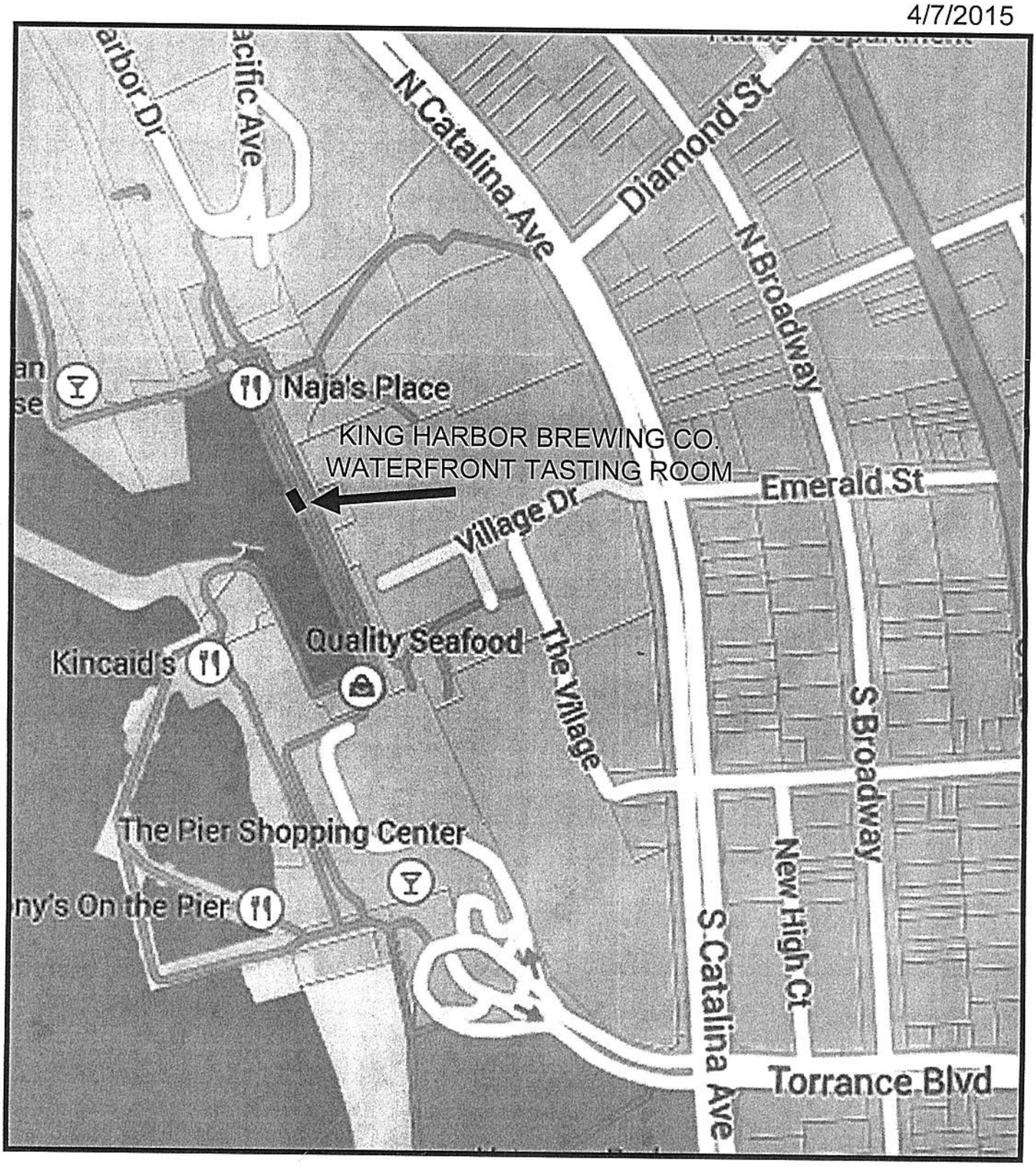
Joe Hoefgen, City Manager
City of Redondo Beach

KING HARBOR BREWING CO.
WATERFRONT TASTING ROOM

132 International Boardwalk Redondo Beach, CA 90277

Prepared by Tom Dunbabin
2907 182nd Street Redondo Beach CA 90278

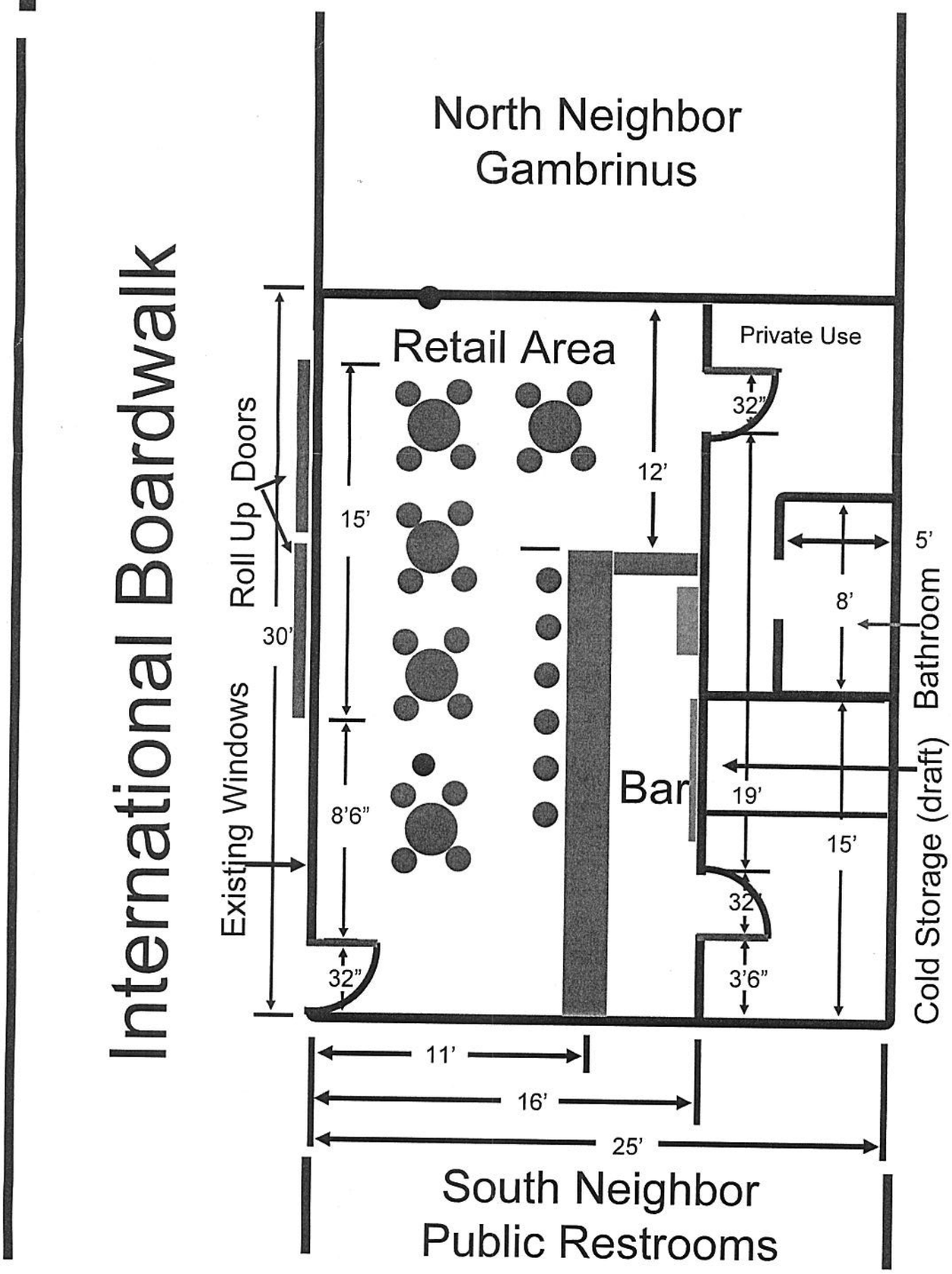
4/7/2015



King Harbor Brewing Co. Tasting Room
132 International Boardwalk Redondo Beach, CA 90277

Prepared by Tom Dunbabin
2907 182nd street Redondo Beach, CA 90278

Scale - 1/4" = 1 foot 4/6/2015



KING HARBOR BREWING CO.
WATERFRONT TASTING ROOM

132 International Boardwalk
Redondo Beach, CA 90277

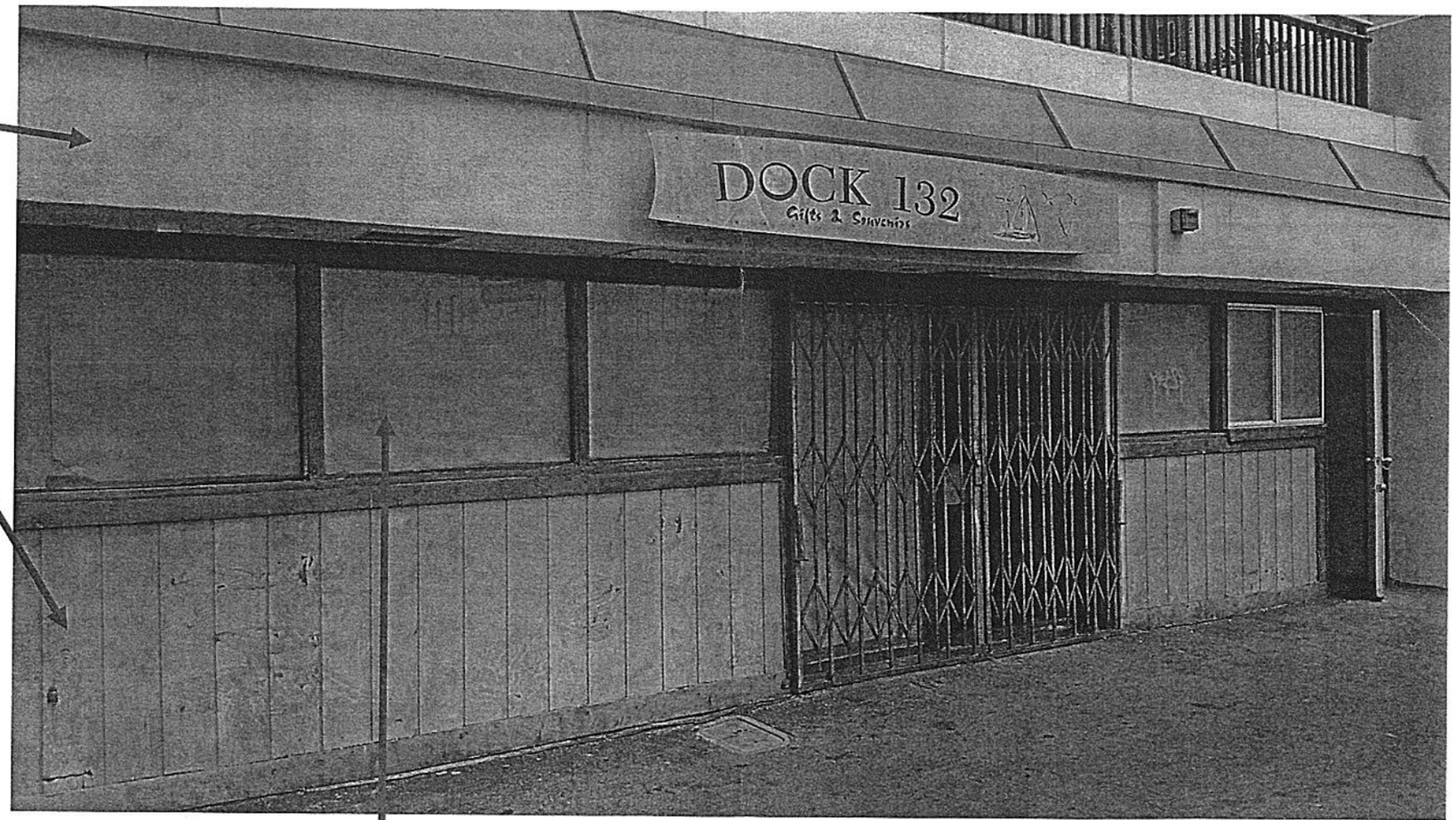
Prepared by Tom Dunbabin
2907 182nd Street Redondo Beach CA 90278

Current Appearance

4/7/2015

Current color to remain

Old siding replaced with new siding



Current front door to remain

Windows replacing with garage door

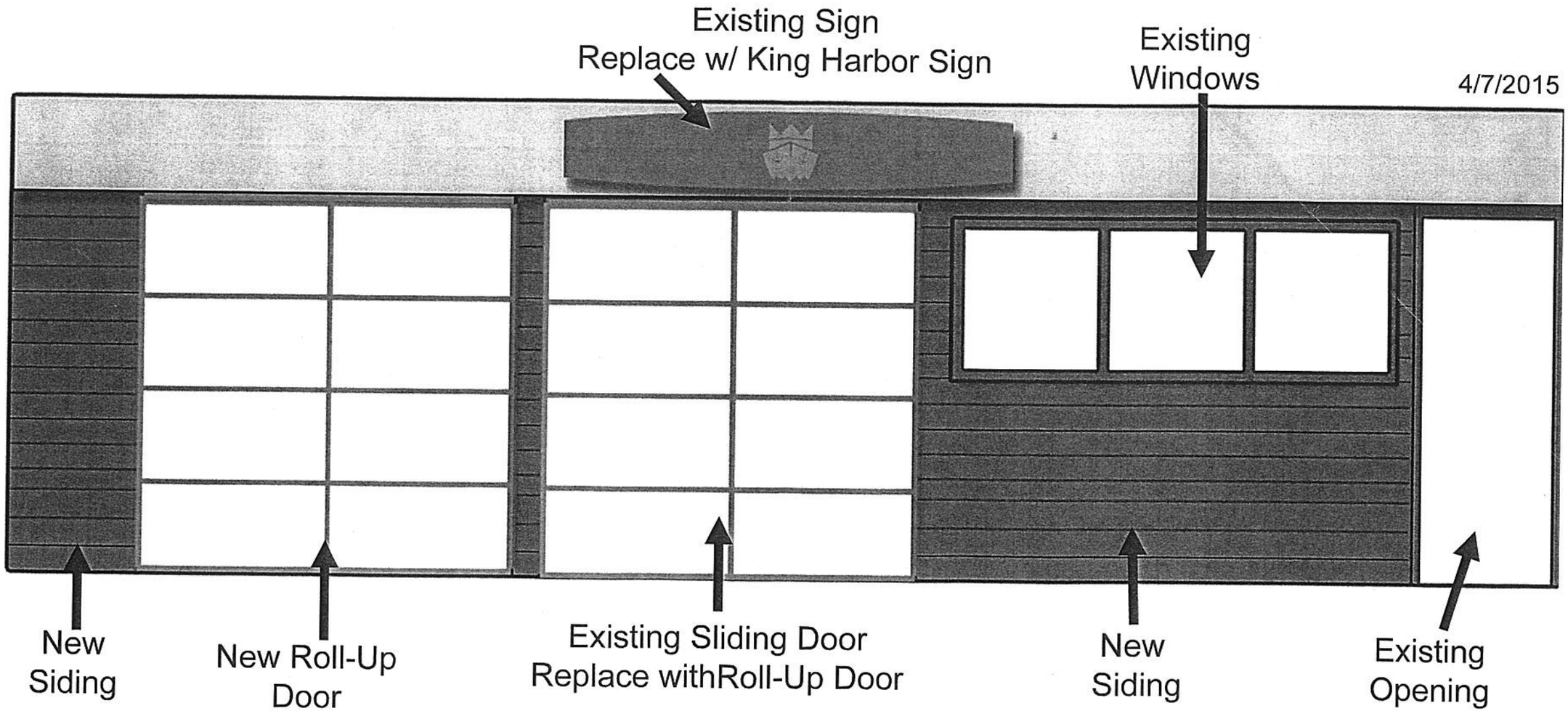
Sliding door replacing with garage door

KING HARBOR BREWING CO.
WATERFRONT TASTING ROOM

132 International Boardwalk
Redondo Beach, CA 90277

Prepared by Tom Dunbabin
2907 182nd Street Redondo Beach CA 90278

4/7/2015



Administrative Report

Council Action Date: April 21, 2015

To: **MAYOR AND CITY COUNCIL**

From: **LAURIE KOIKE, INTERIM WATERFRONT & ECONOMIC DEVELOPMENT DIRECTOR**

Subject: **APPROVAL OF MARINE TECH ENGINEERING, INC. AGREEMENT AND APPROPRIATION OF FUNDING FOR THE CONSTRUCTION AND INSTALLATION OF A MAMMAL BARGE**

RECOMMENDATION

1) Approve the agreement with Marine Tech Engineering, Inc. for the construction and installation of a mammal barge, for an amount not to exceed $52,723; and authorize the Mayor to execute the document on behalf of the City.
2) Adopt by 4/5 vote a resolution appropriating $52,723 from the City's Harbor Tidelands Fund for this purpose.

EXECUTIVE SUMMARY

Over the last year, the encroachment of sea lions onto docks and boats in the marinas has become a major problem. This issue began about the same time that the bait barge in the main channel, a de facto sea lion resting spot, sunk. The presence of sea lions on the docks and boats has caused extensive property damage and negative financial impact for the City, boat owners and to the marinas who have lost slip tenants.

This report recommends that the City contract with Marine Tech Engineering, Inc. to build a replacement mammal barge that would be installed in the main channel to give the sea lions a new resting place and entice them away from docks and boats. The 21' x 32' barge would be constructed of a wood framework and durable dock floats including a solar-powered navigational light to alert traffic within the main channel.

BACKGROUND

Sea lions are very social animals and groups often rest closely packed together either on land or float together on man-made environments such as marinas, wharves or navigational buoys. When the bait barge in the main channel sunk in summer 2013, the sea lions lost their resting location in the harbor. The sea lion population has since migrated to the local marinas where they have become a nuisance that requires extensive clean-up efforts and causes significant damage to boat owners and marina businesses.

To address the sea lion issue, meetings took place with marina representatives from the four marinas, City officials and concerned community members starting in fall 2014. More recently, at the February 2015 meeting, the group reached consensus that the first immediate step in addressing the problem was to provide the sea lions with a replacement barge in the harbor.

The mammal barge will be built of water-treated wood beams and twenty 48" x 96" x16" dock floats that are made of a non-Chlorofluorocarbon (CFC) material that are resistant to salt water, oil, gas and marine organisms. The twenty floats will provide 37,125 lbs. of support before the wood barge touches the water. Taking into consideration that the barge structure weighs 8,000 lbs., it is estimated that the structure will support up to 116 sea lions totaling 25,593 lbs. The average female adult California sea lion weighs 220 lbs. This leaves approximately 3,532 lbs. of available additional weight that can be placed on the barge before the wood is submerged into the ocean. The wood beams will deteriorate quicker if they sit in water for long periods of time. The barge will also include a solar-powered navigational light that will alert boaters and recreational users of the harbor.

Assuming the mammal barge project is approved, it will take five to six weeks to receive the floats and complete construction. Upon completion, the barge will be taken to the two point anchor tackle mooring systems located on the west side of the current bait receiver. The proposed mammal barge location is indicated on the attached aerial photograph.

The current budget does not include funding for this project. Therefore, staff recommends adoption of the attached Resolution to appropriate $52,723 from the City's Harbor Tidelands Fund to provide funding for the agreement with Marine Tech Engineering, Inc. The contracted amount includes a 10% contingency to allow for unanticipated changes in the scope of work.

Marine Tech Engineering, Inc. will build and install the mammal barge. Marine Tech has extensive experience with marine and underwater construction and they currently work with King Harbor Marina, Redondo Beach Marina, Foss Maritime Company and Chevron on mooring and dock projects. The mechanical plans for the barge design and the anchoring system to secure the barge in the harbor were reviewed and approved by Community Development. Marine Tech Engineering, Inc. will coordinate the towing and placement process with the Harbor Master. The Redondo Beach Harbor Patrol will conduct the final inspection on the mooring and mammal barge upon completion.

COORDINATION

The Waterfront and Economic Development Department coordinated this project with the Community Development department and Harbor Master. The City Attorney's Office has approved the document as to form.

FISCAL IMPACT

The attached Resolution will appropriate $52,723 from the available balance of the Harbor Tidelands Fund to the FY 2014-15 Annual Budget for the Waterfront & Economic Development Department. This is a not-to-exceed figure, meaning that a portion of the contract amount, if unspent, could return to the Harbor Tidelands Fund.

Submitted by:

Laurie Koike, Interim Waterfront & Economic Development Director

Approved for forwarding by:

Joe Hoefgen, City Manager

Attachments:

- Agreement with Marine Tech Engineering, Inc.
- Resolution #_____ - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2014-15 BUDGET MODIFICATION TO APPROPRIATE $52,723 FROM THE HARBOR TIDELANDS FUND AVAILABLE BALANCE TO THE FISCAL YEAR 2014-15 ANNUAL BUDGET FOR ADDITIONAL CONTRACTS AND PROFESSIONAL SERVICES EXPENDITURES WITHIN THE WATERFRONT & ECONOMIC DEVELOPMENT DEPARTMENT TO CONSTRUCT AND PLACE A MARINE MAMMAL BARGE WITHIN THE MAIN CHANNEL OF KING HARBOR
- Mammal barge location map

AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND MARINE TECH ENGINEERING, INC.

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and MARINE TECH ENGINEERING, INC, a California corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".

B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.

2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials

shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.

6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. Changes and Extra Work.

All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.

9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.

10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause,

terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.

14. Indemnity Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Contractor shall hold harmless and indemnify City, and its officials, officers, employees, agents, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Contractor or any of its officers,

employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by the foregoing paragraph, and to the maximum extent permitted by law, Contractor shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, which arise out of, pertain to, or relate to the acts or omissions of Contractor or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b).] Contractor shall defend Indemnitees in any action or actions filed in connection with any such Damages. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

b. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

c. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

Notwithstanding the foregoing, California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under take 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."

16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.

17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.

a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

b. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by

Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.

22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.

25. Time of Essence. Time is of the essence of this Agreement.

26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.

27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."

28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.

32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.

35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21st day of April, 2014.

CITY OF REDONDO BEACH

_____
Steve Aspel, Mayor

MARINE TECH ENGINEERING, INC.

By: _____
Name: _____
Title: _____

ATTEST:

_____
Eleanor Manzano, City Clerk

APPROVED:

_____
Risk Manager

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. CONTRACTOR'S DUTIES

Contractor shall perform the following duties.

A. Marine Tech Engineering is to construct and deploy a 21' x 32' mammal barge for Basin #3 of the Redondo Beach Harbor. Contractor shall perform the following duties:

1. Purchase all materials.

2. Fabricate two (2) anchor mooring tackle systems comprised of anchors, chain, shackles and mooring buoys.

3. Install two (2) anchor mooring tackle systems for the mammal barge with the Marine Tech Engineering crane boat.

4. Set up staging area located at the Redondo Beach Marina. The area must be fenced to address safety concerns.

5. Fabricate the wood mammal barge as stated in the approved drawings submitted to the City of Redondo Beach Building Department.

6. Contract with the crane company to hoist the mammal barge into the water at Basin #3. Coordination must be made with the Harbor Master prior to the barge being placed into the water.

7. Tow the mammal barge to the two point mooring system located on the west side of the bait receiver. Coordination must be made with the Harbor Master during the towing and placement process.

8. Attach the mammal barge to the mooring.

B. CITY'S DUTIES

1. Inspect the mooring and mammal barge upon completion. Inspect construction of barge. Mooring and attachment shall be inspected by an approved third party and report submitted to the Building Division.

EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence April 21, 2015 and shall terminate September 30, 2015 unless otherwise terminated as provided by this Agreement.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

I. AMOUNT.

A. Installation. Contractor shall be paid in the amount of $47,930.00 for the services described in Exhibit "A".

B. Not to Exceed Amount. In no event shall Contractor's total compensation exceed $52,723.00. No compensation adjustment for Contractor shall be effective unless approved by the City in writing, which approval shall be at the City's sole discretion. Reasonable adjustment to Contractor's compensation may include (1) shipping expenses related to unusual site handling expenses, (2) storage or special handling expenses incurred is an installation site is not able to accept delivery as schedules, (3) expenses incurred by Contractor for additional installation time and/or materials and (4) added permit fees.

II. METHOD OF PAYMENT. Contractor shall provide invoices indicating the services and tasks performed for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records and in a form reasonable satisfactory to the City. Contractor may be required to provide back-up material upon request.

III. SCHEDULE FOR PAYMENT. City agrees to pay Contractor within thirty (30) days after completion of services; provided, however, that services are completed to the City's full satisfaction.

IV. CONTRACTOR'S ADDRESS FOR NOTICE. Written notices to Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on:

Marine Tech Engineering, Inc.
1112 Beryl Street, Suite #10
Redondo Beach, CA 90277
Attention: Bill Schwaneberg

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract 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, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Employer's Liability Insurance.

United States Longshore & Harbor Workers' Compensation (USL&H)

Jones Act

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Employers Liability for USL&H: $1,000,000 per accident for bodily injury or disease.

Jones Act: $1,000,000 limit

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed 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.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this

Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

RESOLUTION NO. CC-1504-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2014-15 BUDGET MODIFICATION TO APPROPRIATE $52,723 FROM THE HARBOR TIDELANDS FUND AVAILABLE BALANCE TO THE FISCAL YEAR 2014-15 ANNUAL BUDGET FOR ADDITIONAL CONTRACTS AND PROFESSIONAL SERVICES EXPENDITURES WITHIN THE WATERFRONT & ECONOMIC DEVELOPMENT DEPARTMENT TO CONSTRUCT AND PLACE A MARINE MAMMAL BARGE WITHIN THE MAIN CHANNEL OF KING HARBOR.

WHEREAS, it is the intention of the City Council of the City of Redondo Beach to review the adopted budget from time to time; and

WHEREAS, the City's adopted budget needs to be modified to appropriate monies from fund balances for necessary additional expenditures; and

WHEREAS, the City enters into contracts with consultants and service providers for certain tasks to be accomplished; and

WHEREAS, the City requires the assistance of a service provider to adequately purchase materials and construct a marine mammal barge and place it within the Main Channel of King Harbor; and

WHEREAS, the Harbor Tidelands Fund has an available balance sufficient to fund the anticipated expenditures; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: That the Mayor and City Council appropriate a total of $52,723 from the Harbor Tidelands Fund available balance to the Fiscal Year 2014-15 Annual Budget for additional Contracts & Professional Services expenditures within the Waterfront & Economic Development Department.

SECTION 2: That, pursuant to Section 11 (f) of the City Charter, the City Clerk of said City is hereby directed and instructed to correct the budget records of said City for fiscal year 2014-15 in accordance with the above modifications.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions of said City and shall cause the action of the City Council in adopting the same to be entered in the official minutes of said City Council.

PASSED, APPROVED AND ADOPTED the 21st day of April 2015.

_____
Steve Aspel, Mayor

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-1504-033 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 21st day of April 2015, by the following roll call vote:

AYES:

NOES:

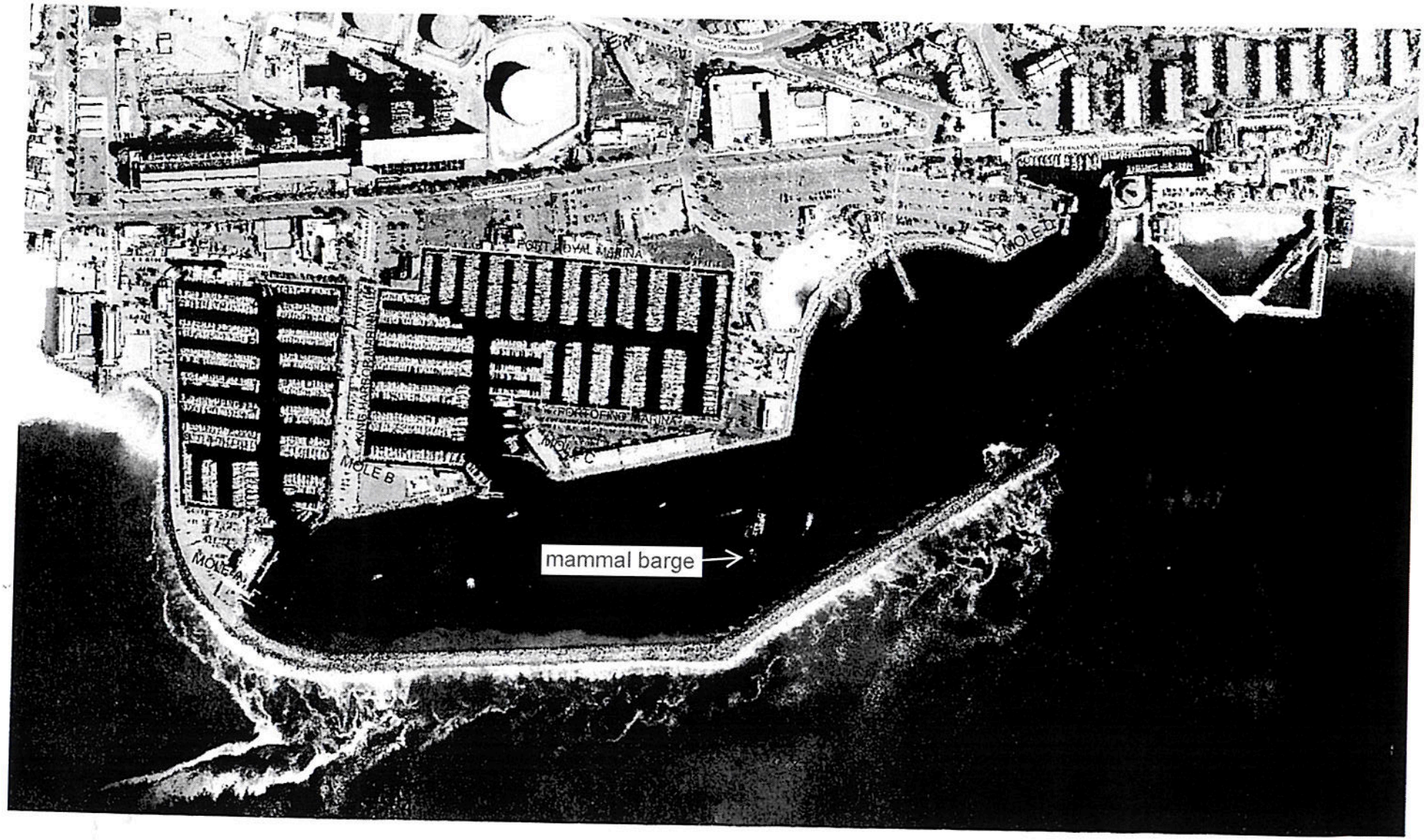
ABSENT:

ABSTAIN:

_____
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

_____
Michael W. Webb, City Attorney


PORT ROYAL MARINA
MOLE D
MOLE B
MOLE A
mammal barge

Administrative Report

Council Action Date: **April 7, 2015**

To: **MAYOR AND CITY COUNCIL**

From: **ROBERT METZGER, FIRE CHIEF**

Subject: **RFP PROCESS FOR STANDUP PADDLEBOARD CONCESSIONAIRES**

RECOMMENDATION

Review and approve proposal for staff to create an RFP process authorizing a maximum of five (5) Concessionaires meeting requisite qualifications to operate Stand-Up Paddleboard (SUP) instruction within King Harbor. Staff will present the draft RFP for Council's consideration in May, 2015.

EXECUTIVE SUMMARY

City Council approved the 2014 Strategic Plan that included a goal for collaboration between the Harbor Master and City Attorney to present to City Council by December 2, 2014, action guidelines for paddle sports in King Harbor. The original intent was to achieve regulation through enactment of a local ordinance imposing safety requirements upon individual SUP paddlers within King Harbor. Extensive review of the issues resulted in a change in the approach; staff is now recommending the adoption of an RFP approach which will compel successful concessionaires to meet requisite safety and performance standards in order to operate their business within King Harbor.

BACKGROUND

The popularity of standup paddleboard (SUP) use within King Harbor has resulted in a large number of operators providing instruction to students for a fee, with no established regulation addressing how these businesses may operate. Further, the activity itself has created serious congestion of the waterways, with new paddlers often ill-informed about areas they should avoid due to other marine traffic. The Coast Guard has established that SUPs are vessels and have the same right to operate on the water as any other vessel. This ruling is not without risks to new paddlers as they struggle to attain proficiency on the water.

The 2014 Council-approved Strategic Plan called for the development of action guidelines for paddle sports in King Harbor by December 2, 2014. The completion of this project was delayed due to competing priorities out of the City Attorney's office. The intent of the original goal was to provide regulation of individual standup paddleboard (SUP) operators through the enforcement of safety guidelines. This approach was abandoned after staff identified the need to regulate instructors and classes being conducted for compensation within King Harbor. In addition, liability concerns were raised associated with the promulgation of such safety guidelines.

After review, staff determined that a more effective approach would be establishment of a fixed number of authorized operators within the harbor meeting specific criteria for the safe operation of paddle board instruction. This criteria will be recommended to City Council by the Waterfront and Economic Development Department in the form of a proposed Request for Proposal (RFP) in May, 2014. The criteria will include a maximum of five (5) Concessionaires, with the two established "brick and mortar" businesses operating within the Harbor exempt from this number.

The goal of this action is to identify areas for beginning paddlers to learn this sport, and to provide safety requirements that must be met by approved Concessionaires to operate their business within King Harbor.

COORDINATION

The Harbor Master, Department of Waterfront and Economic Development, and the City Attorney's office met multiple times to review regional practices adopted by local jurisdictions controlling standup paddleboard use in their locale. Meetings have also been conducted in 2013 and 2014 with three commercial operators providing standup paddleboard instruction in King Harbor: Tarsan SUP, Olympus Board Shop, and Nikau Kai Waterman Shop. This interaction established the high priority for safety of students and a criteria for qualified safety training in order to operate within King Harbor. The City Attorney's office coordinated review of the legal issue with outside legal counsel experienced with the issues of SUP permitting. Finally, coordination with local SUP operators and other regional locales has resulted in a map that will be reproduced at points of entry identifying areas recommended for beginners.

FISCAL IMPACT

The intent of this action is to provide heightened safety for SUP students. The specific fiscal impact of this action will be determined by the number of authorized operators within King Harbor and the structure for fee assessment adopted by City Council as a result of the RFP language.

Submitted by:
Robert Metzger, Fire Chief

Approved for forwarding by:
Joe Hoefgen, City Manager

Attachment:

- Status of SUP Regulations memo from Deputy City Attorney
- King Harbor map with guidelines for human powered craft

redondo
BEACH

CITY OF REDONDO BEACH
CITY ATTORNEY'S OFFICE
INTER-OFFICE MEMORANDUM

DATE: May 5, 2014

TO: Cheryl Park, Assistant City Attorney
Mike Webb, City Attorney

FROM: Jillian Martins, Deputy City Attorney

SUBJECT: Status of SUP Regulations

I. Background

Regulations to ensure the safe use of Stand up Paddleboards ("SUP" or "SUPs") and regulations on those organizations giving instructional SUP classes in the Redondo Beach King Harbor (the "Harbor") was a strategic plan item from 2013 that has been in progress since then. The effort to regulate SUP use and classes in the Harbor is a joint project with the Waterfront and Economic Development Department ("WEDD"), The Harbor Master (Fire Chief) and the City Attorney's office ("our office"). Originally, the regulatory direction was to enact an ordinance which imposed safety requirements on individual operators of SUPs in the Harbor and safety and other types of regulations on organizations utilizing the Harbor to give SUP classes. In the extensive talks and meetings that have taken place since this issue was first being worked on by the departments listed above, changes have been made to the approach which will be outlined below.

II. Status

It was determined that an ordinance would not be the best regulatory measure to ensure the safe use and safety of classes involving SUP when it became clear that the major focus for the WEDD was to ensure that the City collected an appropriate amount of revenue replacement for the organizations providing classes in the Harbor for profit. When this objective was clarified, WEDD, the Harbor Master and our office determined that a map showing the "safer" areas for SUP use and showing where classes could be held and the development, adoption and positing of "safety guidelines" by resolution by the City Council would be how the City promulgated safety measures by individual users of SUPs in the Harbor. At the time of this memo, a draft map has been provided by WEDD to the Harbor Master but the map has not been approved. Further, the safety guidelines have either not been written or have not been approved by WEDD and the Harbor Master and sent to the City Attorney's Office for review.

With regard to the regulation of SUP classes in the Harbor, the WEDD decided

that the issuance of an RFP was the best way to ensure that purveyors of SUP classes which were profiting from the use of the Harbor (1) are subject stringent safety regulations with regard to the training of instructors, instructor to learner ratios, safety equipment and training among other requirements, and (2) pay the City appropriate fees in accordance with the terms of the Tidelands Agreement. Originally, the WEDD wanted to create a permit agreement and open up access to all those (from individuals to larger established companies) giving SUP classes to receive City approval for their activities; however, the WEDD could not determine an appropriate permit fee due to the disparate revenue reported by the different organizations giving SUP classes. As such, the WEDD decided to utilize an RFP I provided to them from the City of San Diego which utilizes an RFP system to determine which companies may give surfing lessons in different areas of their beaches as a template to create an RFP for the provision of SUP classes in the Harbor. At the time of this memo, an RFP has not been provided to the City Attorney's office for review.

III. Going Forward Items

At our last meeting with WEDD and the Harbor Master, it was determined that the map and safety guidelines would be created by WEDD and the Harbor Master; and, once approved by both departments will be submitted to our office for review by outside counsel Dana McCune. Mr. McCune is expecting these items to be submitted for review when they are completed by staff. I do not believe that the RFP will require review by outside counsel, so once it is completed I believe internal review will be sufficient.

CITY OF REDONDO BEACH
WATERFRONT & ECONOMIC DEVELOPMENT DEPARTMENT

REQUEST FOR PROPOSALS

SUP INSTRUCTION AND RENTAL CONCESSIONS 2015-2016 Seasons

June __, 2015

Information to Proposers

1.01 Introduction

The City of Redondo Beach (City) is seeking proposals from qualified persons or businesses ("Submitter") to enter into a concession agreement to operate Stand-Up Paddleboard (SUP) instruction and rental concessions ("Concessions") on City property. Instruction and rental Concession Permits ("Permit") may be executed with each of the selected operators ("Concessionaires") effective for the remainder of 2015 and calendar year 2016, with renewal dependent upon upcoming RFP process(es) for future years which will consider Concessionaire's demonstrated performance and adherence to the Permit requirements.

The purpose of the Request for Proposal (RFP) is to ensure the quality and safety of SUP instruction and rentals on City property. All areas of King Harbor have limited space in which to operate. There are multiple and diverse uses of the waterfront that must be taken into consideration by the Concessionaires and its customers.

It is the City's intent to select a maximum of five (5) Concessionaires, based on qualifications, revenue and experience, to be issued Concession Permits to operate annually on City property. If a Concessionaire ceases its operations or changes business ownership during the calendar year, it may be replaced through an RFP process, at the discretion of the City. Parties submitting bids are required to submit a suggested annual Permit fee for the Concessionaire's operation with a minimum bid of five thousand dollars ($5,000.00). The fee will not be adjusted for any circumstances beyond the City's control, including but not limited to weather, water levels, or site constraints. Only selected Concessionaires will be allowed to operate a commercial SUP Concession on City property.

Those SUP businesses currently paying rent pursuant to an approved lease for a "brick-and-mortar" location within King Harbor are exempt from this permit requirement.

Parties interested in operating as Concessionaires must submit proposals in accordance with the instructions contained herein.

1.02 Submittal of Proposal

Proposals shall be emailed to James Allen at james.allen@redondo.org by 5pm on _____, 2015. Any proposal not received prior to the time set forth in this RFP (or an addendum) will be disqualified.

1.03 Proposal Format

Proposals shall comply with the requirements detailed in Section Three of this RFP. Incomplete proposals or proposals with other deficiencies will also constitute cause for rejection.

1.04 Opening of Proposals

Proposals will be evaluated by the City's Waterfront and Economic Development Department after the submittal deadline. The proposals will not be publicly read (Government Code Section 6250 et.seq.). Once a proposal has been submitted, it will not be returned.

1.05 Right of Rejection by City

The City expressly reserves the right, at its sole discretion, to reject any and all proposals and solicit new proposals with modified terms and conditions. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal. The City also reserves the right to waive any informalities in conjunction with the proposals.

1.06 Acceptance of Proposals

Within forty-five (45) days after the final submittal deadline for proposals, the City will act upon them. The highest ranking proposer (as determined by the Staff Evaluation Committee through review of written proposals) will be requested to enter into negotiations to produce a Contract for Services. The City reserves the right to terminate negotiations, without any cost to the City, in the event it deems progress toward a contract to be insufficient. In that event, negotiations will commence with the second highest ranking proposer.

1.07 Term of Withdrawal

All proposals shall be firm offers and may not be withdrawn for a period of ninety (90) days following the date set forth in Paragraph 1.02.

1.08 Selection Process

The selection process will be governed by the following rules:

A. Adherence to Format: Proposals must adhere to the format outlined in this RFP in order to be evaluated by the City. Each response should be specifically addressed to the applicable section of the RFP.

B. Evaluation by Staff Committee: Evaluation of the proposals will be made by a Staff Evaluation Committee selected by the Waterfront and Economic Development Director. Evaluation criteria which the Committee will utilize, but not be limited to, is listed in Subsection 1.10 of this section. The City may utilize the services of appropriate experts to assist in the evaluation process.

C. Oral Interview: The City may, at its option, invite one or more of the highest ranking proposers to make a verbal presentation to the Staff Evaluation Committee.

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1.09 Evaluation Criteria

Selection will be made on a "best qualified" basis. Criteria for selection will include, but not be limited to, overall qualifications of proposer; recent experience and other successful concessions; technical ability; methodology and stated approach to the concession; proposal revenue; and overall organization and quality of the proposals.

1.10 Interpretations

All questions regarding the meaning or intent of the information provided in this RFP, including procedure, specifications, and Contract provisions, shall be answered by James Allen of the Waterfront and Economic Development Department, by either telephone or email. Mr. Allen can be contacted by telephone at (310) 318-0631, ext. 2284 or by email at james.allen@redondo.org. Each such interpretation of, or change in, the RFP will be made by the City issuing an addendum to all recipients of the RFP, and such addendum shall become a part of the RFP requirements.

1.11 Acceptance of Terms and Conditions/Specifications

The proposal submitted will be the basis for the Consulting Agreement. Submission of a proposal shall constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP unless otherwise specified in the proposal.

1.12 Public Records Act

Responses to this RFP become the exclusive property of the City. At such time as the originating department provides a recommendation to the City Council and said staff report appears on the City Council agenda, all proposals shall be treated as public records and shall be subject to the Public Records Act.

1.13 Cost of Preparation of Proposal

Submitters are responsible for all costs incurred in the preparation and the submittal of the proposal.

1.14 Obtaining Data

It shall be the Concessionaire's sole responsibility to obtain all data necessary to perform its concession in a timely manner.

1.15 Permits and Responsibilities

Prior to operating its concession on City water, Concessionaire shall, at its own expense, obtain a City business license.

1.16 Insurance

Prior to operating its concession on City water, Concessionaire will be required, at its own expense, to provide the City with certificates of insurance and necessary endorsements for coverage as listed in the permit. The City reserves the right to verify that insurance coverage is provided by a valid insurance carrier at any time throughout the Concessions agreement.

1.17 Nondiscrimination

The Concessionaire, with regard to its concession during the contract, will be required to agree not to discriminate on the grounds of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in any activity pursuant to this agreement.

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Section 2
Project Info

2.01 Background

Redondo Beach is a full-service city with its own police, fire and public works departments, two public libraries, a performing arts center, fifteen parks, thirteen parkettes, a large recreational and commercial waterfront including King Harbor, a 1,500-slip private craft port; the Redondo Beach Pier and Seaside Lagoon; and a bathing and surfing beach.

The City's waterfront is a popular enterprise for those focused on recreational opportunities, and over the past few years, the SUP market has grown at a rapid pace. In response, the City wishes to allow recreational opportunities within a framework that provides safety to those on an SUP and others nearby.

This RFP will allow up to five (5) firms to operate SUP instruction and rental businesses on public waters within King Harbor. All other commercial SUP operations will not be allowed to operate within the City waters of King Harbor without a valid permit.

Those SUP businesses currently paying rent pursuant to an approved lease for a "brick-and-mortar" location within King Harbor are exempt from this permit requirement.

INSERT SUP MAP

2.02 Project Objective

The purpose of the Request for Proposal (RFP) is to ensure the quality and safety of SUP instruction and rentals on City property. All areas have limited space in which to operate. There are multiple and diverse uses of the waterfront that must be taken into consideration by the Concessionaires.

2.03 Scope of Work

Selected Concessionaires to operate an SUP rental and instruction business via permit utilizing public waters of King Harbor.

2.04 Schedule

6/ /15:	RFP available
7/ /15:	RFP submittal deadline; proposals opened
8/ /15:	City Council consideration of proposals
9/ /15:	Concession may begin

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Section 3

Proposal Requirements

3.01 Proposal Requirements

The proposal shall be provided in an 8-1/2" x 11" format on paper or electronically in PDF form and must include the following:

1. Letter of Transmittal – Include a short introduction to your proposal and your suggested Concession.

2. Concession Team – Provide a summary of all personnel to be involved in the Concession. Designate the principal in charge, project manager, and other key personnel to be assigned, stating specific role of each.

3. Qualifications of Concession Team – Provide a description of the overall history and qualifications of each Concession Team member.

4. Operating Plan – Provide a comprehensive plan of how your Concession is envisioned to operate within King Harbor. The Operating Plan will be evaluated on level of completeness, detail, and quality, with attention to a positive experience for clients and compatibility with other waterfront users.

5. Emergency Response Plan – Provide a detailed plan of procedures, methods and apparatus to respond to accidents that may occur while operating concession.

6. Instructor Training Plan – Provide a comprehensive plan for instructor training specific to each lesson location, detailing precautions taken to ensure safe instruction and interaction with other recreational users and school instructors.

7. Related Experience – Provide a description of experience of Project Team with completion of similar projects, at a minimum within the last ten (10) years. Provide information on relevant projects only.

8. References – Provide three references who can comment on the past performance of the Project Team and key staff. Indicate reference name, address, telephone number, project(s), and firm or individual(s) associated with the project(s).

9. Certifications – Proposers shall provide a valid CPR/First Aid certificate for self or manager of concession. Concession owners must provide evidence of their own instructor certification, through _____ organization.

10. References – Proposers shall submit the names, addresses, and telephone numbers of three business references. In addition, up to five references from clients for whom the proposer has recently provided SUP services is also required.

11. Suggested Annual Fee – Provide a suggested annual Permit fee for the use of City land and water area within King Harbor. The majority of water areas within King Harbor are within an area termed the "Tidelands". This designates an area once under State control, and subject to current State conditions. One condition is that the City must receive market rate rentals and fees for commercial activities in this

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area. Therefore, please determine an appropriate Permit fee as rental for the use of Tidelands waters (minimum fee to be $5,000, five thousand dollars).

To provide for a fair comparison, please determine your suggested annual fee based on gross revenue from the following:

a) 100 instruction classes of six (6) students each, and
b) 300 four (4)-hour SUP board rentals

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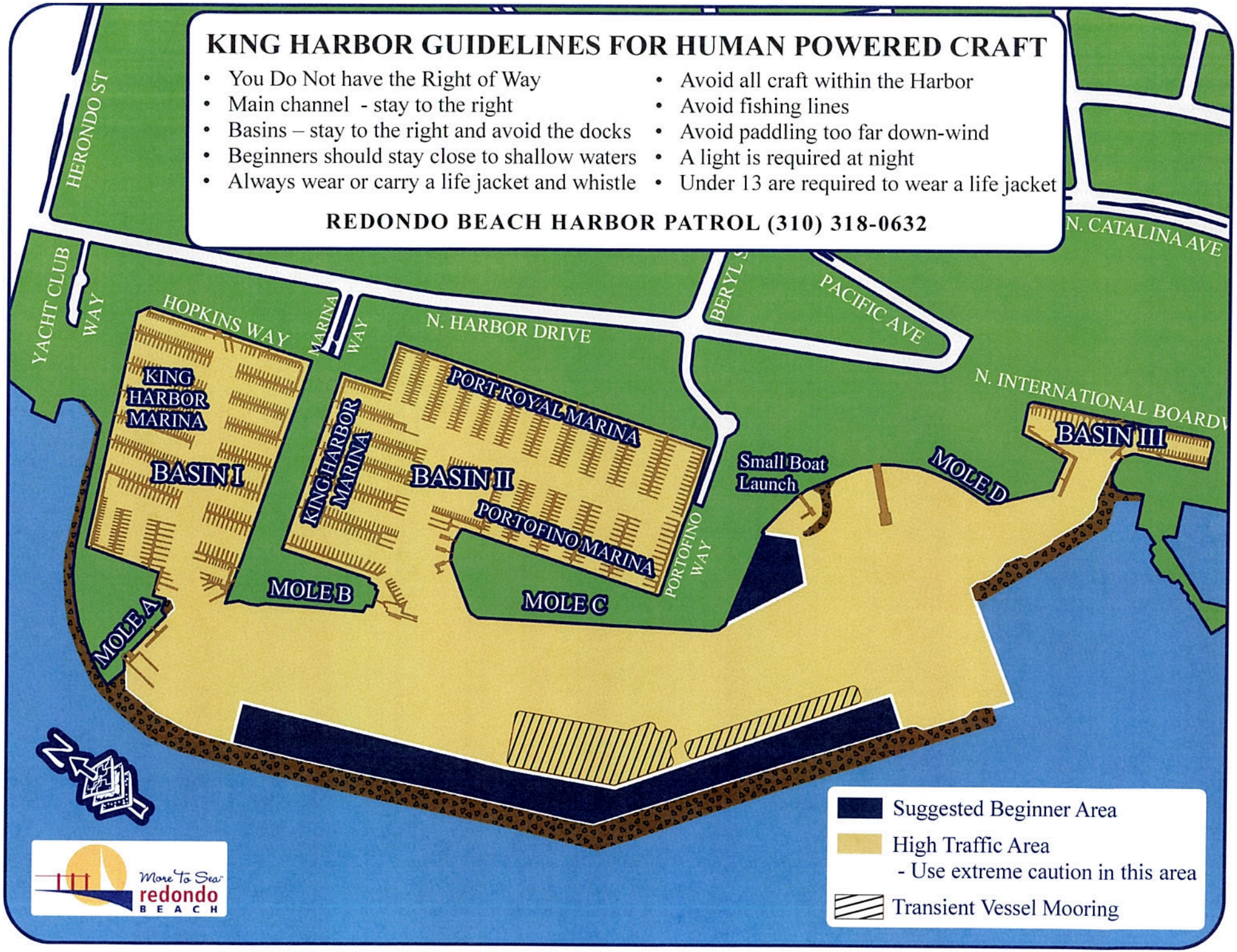
KING HARBOR GUIDELINES FOR HUMAN POWERED CRAFT

- You Do Not have the Right of Way
- Main channel - stay to the right
- Basins – stay to the right and avoid the docks
- Beginners should stay close to shallow waters
- Always wear or carry a life jacket and whistle
- Avoid all craft within the Harbor
- Avoid fishing lines
- Avoid paddling too far down-wind
- A light is required at night
- Under 13 are required to wear a life jacket

REDONDO BEACH HARBOR PATROL (310) 318-0632



Administrative Report

Commission Action Date: **May 11, 2015**

To: **MEMBERS OF THE HARBOR COMMISSION**

From: **LAURIE KOIKE, INTERIM DIRECTOR, WATERFRONT & ECONOMIC DEVELOPMENT**

Subject: **DIRECTOR'S REPORT**

RECOMMENDATION

Receive and file a report from the Waterfront & Economic Development Director on current and upcoming waterfront projects and activities.

EXECUTIVE SUMMARY

An oral report will be provided by the Waterfront & Economic Development Director at the Commission meeting on current and upcoming waterfront projects and activities, including but not limited to property management, leasing activity, project updates, events and other information.

COORDINATION

Department staff collaborated on the development of this report.

FISCAL IMPACT

The cost for preparing this report is included within the Waterfront & Economic Development Department's adopted FY2014-15 annual budget and is part of the department's annual work program.

Submitted by:

Laurie Koike, Interim Director
Waterfront and Economic Development

GET LIT

WITH THE FLY BUDDHA!

(Disclaimer: you may "get lit" due to excessive sweating, extreme euphoria, and a wild love affair.)

WHAT: Yoga EVERY 3rd SATURDAY of the Month
NEXT EVENT: May 16th, 2015
TIME: 10am-12pm (Yoga begins at 10:30am)
WHERE: Redondo Beach Pier at the Octagon
DETAILS/RSVP: www.theflybuddha.com
COST: Free

The Fly Buddha, an inspirational lifestyle brand founded by cancer survivor Sara Krish, is partnering with The Green Yogi to bring you an awesome yoga experience! Instructors will lead an all level 60-minute yoga class as the beautiful sun shines over the Pacific and DJ Gadachy fills the air with motivating beats! Come early, lay down your mat, bask in the sunshine, and mingle with warriors alike!

Have you or someone you know been touched by cancer? Participants are encouraged to wear cancer awareness colors or shop The Fly Buddha's exclusive Rainbow Warrior collection at www.theflybuddha.com/shop.

Questions? Call 310-465-9154 or e-mail sara@theflybuddha.com

CANCER SUPPORT COMMUNITY Redondo Beach

THE FLY BUDDHA

The Green Yogi an eco-chic power yoga studio

THE PIER REDONDO BEACH

extraordinary LIFE PROJECT

www.theflybuddha.com

THE PIER
REDONDO BEACH

2ND ANNUAL

FREE MOVIES ON THE BOARDWALK

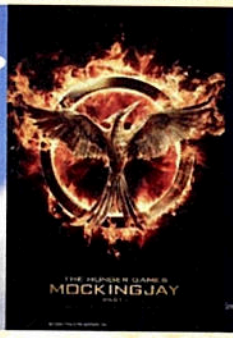
EVERY FRIDAY IN JUNE 8:00 – 10:00 P.M.

(FILMS BEGIN AT DUSK SO ACTUAL TIMES VARY)

June 5	June 12	June 19	June 26
BIG HERO 6 (PG)	UP (PG)	HUNGER GAMES – MOCKINGJAY PART 1 (PG-13)	Jaws (PG)

© Walt Disney Pictures 2014

© Walt Disney Pictures 2009



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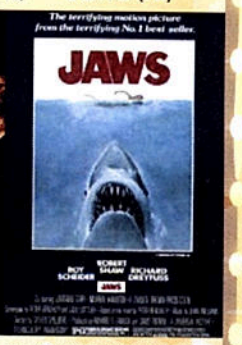

© Universal Pictures, Inc. 1975

International Boardwalk at The Redondo Beach Pier (below Kincaid's)
500 Fisherman's Wharf, Redondo Beach, CA 90277

BRING A LOW-BACK BEACH CHAIR OR BLANKET

More To See redondo BEACH

pinterest.com/redondopier | facebook.com/redondopier | instagram.com/redondopier | twitter.com/redondopier

RedondoPier.com | events@redondopier.com | #RedondoPier

FREE CONCERTS ON THE PIER

Presented by the REDONDO PIER ASSOCIATION

JULY 2 - SEPTEMBER 5, 2015

THURSDAYS & SATURDAYS 6:00 - 8:00 PM (unless noted)

Woodie & The Longboards (Beach Boys Tribute)	Thursday, 7/2
Rewind (Classic Hits)	Saturday, 7/4 (3:00 – 5:00 PM)
BackTracks (Classic Rock)	Saturday, 7/4 (4:00 – 6:00 PM)*
That Cover Band (60's - 90's)	Saturday, 7/4
Retrofit (80's & 90's)	Thursday, 7/9
Johnny Polanco y Su Amistad Conjunto (Salsa)	Saturday, 7/11
Jack Dani 90's Rock Revue (90's Rock)	Thursday, 7/16
562nd United States Air Force Band (Orchestra)	Saturday, 7/18
JB & The Big Riders (Country)	Thursday, 7/23
Danny Dean & The Rockabilly Rebels	Saturday, 7/25
Elwood Moon (Classic Rock)	Thursday, 7/30
The Vignatis (Gypsy Rock)	Saturday, 8/1
Alarma (World/Alt Rock)	Thursday, 8/6
1969 (Classic Rock)	Saturday, 8/8
Feed the Kitty (Rock)	Thursday, 8/13
In Contempt (Soul)	Saturday, 8/15
King Chris (Funk)	Thursday, 8/20
Amber Foxx (Rockabilly)	Saturday, 8/22
Clive Farrington (80's New Wave)	Thursday, 8/27
Brady Harris Band (Beatlesque Pop Rock)	Saturday, 8/29
Angelou Music LA (Americana/Soul)	Thursday, 8/3
Chico's Bail Bonds Blues Band	Saturday, 9/5 (4:00 -6:00 PM)*
West Swell (Reggae)	Saturday, 9/5

*Concerts on 7/4/15, 4:00 - 6:00 PM and 9/5/15, 4:00 – 6:00 PM will take place at the Octagon lot where the Pier meets the International Boardwalk (below Kincaid's).

More Pier Family Fun

Free Yoga on the Boardwalk at the Pier
3rd Saturday of Every Month, 10:00 AM - 12:00 PM

2nd Annual Free Movies on the Boardwalk
Fridays, June 5, 12, 19 and 26, 8:00 - 10:00 PM

13th Annual Chalk Art Festival
Saturday, September 12, 12:00 - 4:00 PM

12th Annual Rods, Rides & Relics Classic Car Show & DJ
Sunday, September 27, 10:00 AM - 3:00 PM

6th Annual Taste of the Pier & Waterfront
Sunday, October 11, 12:00 - 4:00 PM

5th Annual Holiday Concert & Santa
Saturday, December 12, 3:00 - 5:00 PM

Bring a beach chair or blanket

All pier events are weather permitting
Concert schedule is subject to change

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