

AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND THE  
NORTH MANHATTAN BEACH BUSINESS & PROFESSIONAL  
ASSOCIATION FOR PROFESSIONAL SERVICES

This agreement is entered into on June 17, 2025, by and between the City of Manhattan Beach (“CITY”), and the North Manhattan Beach Business & Professional Association, a California nonprofit mutual benefit corporation (“ASSOCIATION”) (collectively, the “Parties” and individually as a “Party”).

RECITALS

- A. The Manhattan Beach City Council established a Business Improvement Area known as the North Manhattan Beach Business Improvement District (“District”) pursuant to the provisions of the Parking and Business Improvement Area Law of 1989, Section 36500 et seq. of the California Streets and Highway Code (the “Act”), by and through the adoption of Ordinance No. 2071 (the “Ordinance”) on January 4, 2005. That Ordinance authorized the levy of a special assessment to support improvements within the District, (the “Assessments”)
- B. Pursuant to Section 36530 of the Act, the CITY previously formed the Advisory Board of the North Manhattan Beach Advisory District (“Advisory Board”), composed of representatives of businesses within the boundaries of the DISTRICT, to provide recommendations to the City Council on expenditure of revenues derived from Assessments as well as the method and basis for levying the Assessments.
- C. On January 21, 2025, the City Council adopted Resolution No. 25-0001 declaring its intention to provide for the annual levy and collection of Assessments for the District and set February 18, 2025 for the public hearing. On January 21, 2025, the City Council also ratified the members of the Advisory Board pursuant to the Act.
- D. After conducting a duly noticed public hearing on February 18, 2025, the City Council: (1) adopted Resolution No. 25-0015 providing for the collection of Assessments within the District for improvements and activities to be conducted during Fiscal Year 2025-2026; and (2) approved the North Manhattan Beach Business Improvement District 2025 Annual Report, Budget and Activity Plan (the “2025 Budget and Activity Plan”), attached hereto as Attachment 1 and incorporated herein by this reference.
- E. Pursuant to the Ordinance, Assessments have been levied by the CITY upon the various businesses located within the District.
- F. Said Assessments are collected by the CITY and shall be used only for the benefit of the District.
- G. The funds collected pursuant to the assessment shall be used to provide the services identified in the 2025 Budget and Activity Plan.

- H. In approving the 2025 Budget and Activity Plan, the City Council authorized expenditures not to exceed \$74,550.00.
- I. In addition to the expenditures authorized in the approved 2025 Budget and Activity Plan, City shall pay, or authorize additional funds to the ASSOCIATION to pay, the premium amount, not to exceed \$7,500, for insurance required by Section 10.
- J. The CITY wishes to retain the ASSOCIATION to provide services and implement the various programs identified in the 2025 Budget and Activity Plan.

NOW, THEREFORE, in consideration of the recitals, mutual promises, covenants, representations and agreement set forth below, the Parties hereby promise, covenant, agree and represent as follows:

Section 1. TERM OF AGREEMENT; TERMINATION

1.1 The term of this Agreement shall be from July 1, 2025 through June 30, 2026, unless sooner terminated as provided in this Agreement, (the “Term”).

1.2 Notwithstanding the foregoing, the AGREEMENT may be terminated by either party after 30 days’ written notice to the other. Within said thirty-day period, the ASSOCIATION shall provide a detailed report of all expenditures made by it and the purposes of said expenditures on forms approved by the City, and immediately refund to the CITY any unencumbered and/or unexpended funds provided by the CITY pursuant to this Agreement. The ASSOCIATION shall further submit all program plans and reports as set forth in Section 2.2, through the effective termination date.

Section 2. ASSOCIATION RESPONSIBILITIES.

2.1 The ASSOCIATION shall render professional services and shall cooperate with the CITY and the Advisory Board to provide work program coordination consisting of program development and implementation, program administration, and financial reports in accordance with the 2025 Budget and Activity Plan and the Act.

2.2 The ASSOCIATION shall submit proposed program plans and reports to the Advisory Board, in accordance with CITY requirements, including the following:

**Proposed Program Report**

A program plan detailing services to be provided and operational/program budgets for each fiscal year. The report shall be submitted 30 days prior to the end of each fiscal year outlining the plans, goals and budgets for the ensuing fiscal year. The report shall include all documentation as required by Section 36533 of the Act, as well as all other pertinent provisions of the Act.

### **Quarterly Reports**

The ASSOCIATION shall provide the Advisory Board and the CITY with updated quarterly reports outlining revenue and expenditures for the quarter. These reports shall be submitted to, and reviewed by, the Chairperson of the Advisory Board & the CITY's Finance Director at the addresses set forth in Section 5.

### **End of Term Report**

The ASSOCIATION shall submit to the Advisory Board and the CITY's Finance Director a complete report within thirty (30) days of the end of the Term, which includes the following:

- A) A full disclosure financial statement including supporting documentation of all expenditures covering the period from July 1, 2025 to June 30, 2026.
- B) A statement by the President of the ASSOCIATION certifying that staff time expended and payment requested was for services performed in accordance with the provisions of this Agreement.
- C) A list of all businesses located within the District as of the end of the Term, as well as a list of any businesses that closed during the Term. The ASSOCIATION agrees that it shall be the responsibility of the ASSOCIATION to maintain a current data base of District businesses.

- 2.3 The ASSOCIATION shall administer the entire program in a prudent manner, within the parameters of the 2025 Budget and Activity Plan approved by the City Council (Attachment 1 hereto) and the Act. The ASSOCIATION assumes and shall bear full responsibility for providing and/or contracting support services as required, and paying for all such direct out-of-pocket expenses as may be necessary for the timely completion of work. Obligations or expenditures for items not budgeted shall not be paid through Assessments collected within the District.
- 2.4 All Funds received by the ASSOCIATION pursuant to this Agreement shall only be expended for the purposes stated in the 2025 Budget and Activity Plan, the Ordinance and Resolutions set forth above, and authorized by the Act and all other federal and state laws. The ASSOCIATION shall not spend any District funds except in accordance with the 2025 Budget and Activity Plan approved by the City Council, as set forth in Attachment 1. The ASSOCIATION shall not use assessment funds for any other purpose, including but not limited to, political activity such as local campaigns, or advocating for or against ballot measures and/or candidates. Notwithstanding the foregoing, the CITY acknowledges that the ASSOCIATION may engage in such political activities so long as such activities are not funded by assessment funds, to the extent otherwise authorized by law.
- 2.5 The Advisory Board Chairperson or his or her designee may transfer funds from a program to another program, and make program adjustments, provided such transfer or adjustment does not exceed 15 percent of the fiscal year budget, set forth in Attachment 1. Any transfers and program adjustments in excess of 15 percent of the approved fiscal year budget must be reviewed and approved by the Advisory Board. No transfers shall result in expenditures that exceed the total \$74,550 budget allocation approved by the City Council set forth in Attachment 1 without the City Council's approval.

- 2.6 For the period from July 1, 2025 through June 30, 2026 the program elements shall include:
- A. Parking, Transportation & Community Programs
  - B. Marketing & Advertising
  - C. Promotions & Special Events
  - D. Professional Management & Communications
- 2.7 The disbursement of funds to the ASSOCIATION does not constitute approval by the CITY for any individual project or program that requires City Council and/or Planning Commission approval, requires use of CITY property or requires appropriate permits/approval from the CITY or any other governmental agency.
- 2.8 The Advisory Board shall be responsible for preparation of a Resolution of Intent to continue the establishment of the District and the levying of Assessments for the next fiscal year. The ASSOCIATION shall participate in the public hearing process and make any recommendations to the Advisory Board and the CITY to modify boundaries, benefit zones, methodology and activities.
- 2.9 Upon the request of the Advisory Board and/or the CITY, the ASSOCIATION shall also make available to the CITY any additional information in the possession of the ASSOCIATION as may be reasonably necessary to operate and administer activities within the District.
- 2.10 Neither the ASSOCIATION nor any of its officers, employees, agents, representatives, contractors or subcontractors is or shall be deemed to be an agent for the CITY for any purpose, including fulfillment of the ASSOCIATION's obligations pursuant to this Agreement. The ASSOCIATION is, and shall at all times remain as to the CITY, a wholly independent contractor. The ASSOCIATION shall have no power to incur any debt, obligation, or liability on behalf of the CITY. Neither the CITY nor any of its agents shall have control over the conduct of the ASSOCIATION or any of the ASSOCIATION's employees, except as set forth in this Agreement and only to obtain the end result. The ASSOCIATION shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees or agents of the CITY. The CITY shall have no liability or responsibility for payment of any wages, compensation or benefits to the ASSOCIATION's officers or employees, for whom the ASSOCIATION shall bear sole responsibility and liability.

Section 3. CITY RESPONSIBILITIES.

- 3.1 The CITY shall be responsible for collection of Assessments, for effecting the collection of delinquent Assessments, and for authorizing the disbursement of funds collected by the CITY, on behalf of the District, to the ASSOCIATION.
- 3.2 The CITY shall review the ASSOCIATION'S quarterly progress reports and end-of-term financial report.

Section 4. DISBURSEMENTS.

- 4.1 Upon the execution of this Agreement, the CITY shall disburse monies from the District Assessments to the ASSOCIATION, as set forth herein and in the 2025 Budget and Activity Plan approved by the City Council on February 18, 2025.
- 4.2 The CITY shall disburse to the ASSOCIATION the revenues collected by the CITY from the Assessments through direct billing or inclusion on the County property tax roll, net of any County administration charges, ("Net Assessment Revenues") in connection with the District. The CITY shall disburse Net Assessment Revenues to the ASSOCIATION within fifteen (15) days after the City Council approves the agreement.

Section 5. NOTICES.

Notice to the CITY, ASSOCIATION and District shall, unless otherwise requested in writing, be sent to:

District: Chair, North Manhattan Beach Business Improvement  
District Advisory Board  
1400 Highland Avenue  
Manhattan Beach, CA 90266

CITY: City of Manhattan Beach  
Attn: Finance Director  
1400 Highland Avenue  
Manhattan Beach, CA 90266

With one copy to: City of Manhattan Beach  
Attn: City Manager  
1400 Highland Avenue  
Manhattan Beach, CA 90266

ASSOCIATION: North Manhattan Beach Business & Professional Assoc.  
Attn: President  
425 15<sup>th</sup> Street  
Manhattan Beach, CA 90266

Section 6. CONFLICT OF INTEREST

The ASSOCIATION affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. The ASSOCIATION and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to the ASSOCIATION's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, the ASSOCIATION and its officers, employees, associates and subcontractors shall not, without the CITY's prior written approval, perform work for another person or entity for

whom the ASSOCIATION is not currently performing work that would require the ASSOCIATION or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. The ASSOCIATION shall incorporate a clause substantially similar to this Section into any subcontract that the ASSOCIATION executes in connection with the performance of this Agreement.

#### Section 7. COST RECORDS.

- 7.1 In accordance with Generally Accepted Accounting Principles, the ASSOCIATION shall maintain full and complete records of services performed under this Agreement. Such records shall be open to inspection by the CITY and/or the Advisory Board at any time.
- 7.2 The records maintained by the ASSOCIATION shall include all receipts for expenditures incurred. The CITY reserves the right to perform a contract compliance audit at least once annually. The CITY shall pay the cost of such an audit from the revenues collected from the Assessments. The ASSOCIATION agrees to keep all receipts and other supporting documents available for inspection for a period of four years.

#### Section 8. FINANCIAL POLICIES

To maintain fiduciary responsibility, the ASSOCIATION shall, at all times, comply with its established financial policies and all requirements imposed pursuant to federal and state laws.

#### Section 9. LABOR CODE; PREVAILING WAGE RATES

In the event the Association performs any services that, in whole or in part, constitute “public works” as defined in the California Labor Code, the ASSOCIATION shall comply in all respects with all applicable provisions of the California Labor Code.

#### Section 10. INSURANCE

- 10.1 Minimum Scope and Limits of Insurance. ASSOCIATION shall procure within 30 days from the start of the term of the Agreement, and at all times thereafter during the term of this Agreement, carry, maintain, and keep in full force and effect, insurance as follows:
  - A. Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00.
  - B. Workers’ Compensation Insurance as required by the State of California and Employer’s Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If ASSOCIATION has no employees while performing Services under this Agreement, a workers’ compensation policy is not required, but ASSOCIATION shall submit a signed declaration that it has no employees.
- 10.2 Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer authorized to write insurance in the State of California with a rating

of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

- 10.3 Additional Insured. The commercial general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.
- 10.4 Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of ASSOCIATION's insurance and shall not contribute with it.
- 10.5 Waiver of Subrogation. The insurance policies required under this Section shall not prohibit ASSOCIATION and ASSOCIATION's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. ASSOCIATION hereby waives all rights of subrogation against City.
- 10.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- 10.7 Cancellations or Modifications to Coverage. ASSOCIATION shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The general liability policy required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, ASSOCIATION shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.
- 10.8 City Remedy for Noncompliance. If ASSOCIATION does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of ASSOCIATION's policies do not comply with the requirements under this Section, City may immediately terminate this Agreement.
- 10.9 Evidence of Insurance. Prior to the performance of Services under this Agreement, ASSOCIATION shall furnish City's Risk Manager with a certificate or certificates of insurance and endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. ASSOCIATION may provide complete, certified copies of all required insurance policies to City. ASSOCIATION shall maintain current endorsements on file with City's Risk Manager. ASSOCIATION shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the

same coverage. ASSOCIATION shall furnish such proof at least two weeks prior to the expiration of the coverages.

- 10.10 Broader Coverage/Higher Limits. If ASSOCIATION maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by ASSOCIATION. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- 10.11 Subcontractor Insurance Requirements. ASSOCIATION shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

## Section 11. INDEMNITY

- 11.1 To the fullest extent permitted by law, the ASSOCIATION shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the CITY, its elected and appointed officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials, and the Advisory board and its officers (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of the ASSOCIATION, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that the ASSOCIATION shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. The ASSOCIATION shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The ASSOCIATION shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.
- 11.2 The ASSOCIATION shall pay all required taxes on amounts paid to the ASSOCIATION under this Agreement, and indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement.
- 11.3 The ASSOCIATION shall fully comply with the workers' compensation law regarding the ASSOCIATION and the ASSOCIATION's employees. The ASSOCIATION shall indemnify and hold the CITY harmless from any failure of the ASSOCIATION to comply with applicable workers' compensation laws.



- 11.4 The CITY may offset against the amount of any disbursements payable to the ASSOCIATION under this Agreement any amount due to the CITY from the ASSOCIATION as a result of the ASSOCIATION's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 11.
- 11.5 Workers' Compensation Acts not Limiting. The ASSOCIATION's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. The ASSOCIATION expressly waives its statutory immunity under such statutes or laws as to the CITY, its elected and appointed officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials.
- 11.6 Insurance Requirements not Limiting. The CITY does not, and shall not, waive any rights that it may possess against the ASSOCIATION because of the acceptance by the CITY, or the deposit with the CITY, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against the CITY.
- 11.7 Survival of Terms. The ASSOCIATION's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

Section 12. AMENDMENTS

The ASSOCIATION may periodically request a change in the scope of services of the contract to be performed hereunder. Such changes, which are mutually agreed upon by and between the CITY and the ASSOCIATION, shall be incorporated in written amendments to this Agreement. This Agreement may not be amended except in writing by mutual agreement of both parties. A failure to object to a breach of this Agreement shall not constitute an amendment thereof, and it shall not waive any future breach of the Agreement.

Section 13. ASSIGNMENT

Neither this Agreement, nor any portion thereof, shall be assigned by the ASSOCIATION without prior written consent of the CITY. Any purported assignment by the ASSOCIATION without the CITY's prior written consent shall be void and of no effect, and shall entitle the CITY to terminate this Agreement.

Section 14. SEVERABILITY

If a court of competent jurisdiction holds that any provision of this Agreement is illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.

Section 15. WAIVER

No delay or omission to exercise any right, power or remedy accruing to the CITY under this Agreement shall impair any right, power or remedy of the CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

Section 16. GOVERNING LAW AND CHOICE OF FORM

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

Section 17. EXHIBITS

Attachment 1 constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of Attachment 1, the provisions of this Agreement shall control.

Section 18. RECITALS

Recitals A through J, set forth above, are incorporated herein by this reference and made a part of this Agreement.

Section 19. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by all parties. Any issues with respect to the interpretation or construction of this Agreement are to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

Section 20. COUNTERPARTS

This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

Section 21. AUTHORIZATION TO EXECUTE AGREEMENT

Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

CITY:

City of Manhattan Beach,  
a California municipal corporation

By: \_\_\_\_\_  
Name: Talyn Mirzakhanian  
Title: City Manager  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Liza Tamura  
Title: City Clerk  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Quinn M. Barrow  
Title: City Attorney  
Date: \_\_\_\_\_

APPROVED AS TO FISCAL IMPACT:

By: \_\_\_\_\_  
Name: Libby Bretthauer  
Title: Acting Finance Director  
Date: \_\_\_\_\_

CONSULTANT:

North Manhattan Beach Business &  
Professional Association, a California  
nonprofit mutual benefit corporation

Signed by:  
By: Tim Ryan  
Name: Tim Ryan  
Title: President  
Date: 6/10/2025

DocuSigned by:  
By: Sherry Yard  
Name: Sherry Yard  
Title: Secretary  
Date: 6/11/2025

**PROOF OF AUTHORITY TO BIND  
CONTRACTING PARTY REQUIRED**

## ATTACHMENT 1

### 2025 Annual Report, Budget, and Activity Plan

**NORTH MANHATTAN BEACH  
BUSINESSIMPROVEMENTDISTRICT  
(NORTH MB BID)**



**2025 Annual Report, Budget and Activity Plan**

<b><u>Location:</u></b>	<p>The general area surrounding the Rosecrans Avenue and Highland Avenue intersection (See Attachment B). Specific boundaries are:</p> <ul style="list-style-type: none"><li>• (North to South) the extent of the Highland Avenue Right-Of-Way from the northernmost City line at 45<sup>th</sup> Street to 32<sup>nd</sup> Place on the south.</li><li>• (East to West) the extent of Rosecrans Avenue Right-Of-Way from Bell Avenue to the west side of Highland Avenue.</li></ul>
<b><u>Stakeholders:</u></b>	<p>North Manhattan Beach Businesses – All business license holders in the North Manhattan Beach area, with the exception of home-based businesses, residential rental units, commercial property owners and residents.</p>
<b><u>Improvements and Activities:</u></b>	<p>A. Capital Improvement Project Design B. Marketing, Social Media &amp; Advertising C. Project Implementation D. Professional Communications</p>
<b><u>Method of Financing:</u></b>	<p>Benefit-based assessments on City Business License Tax.</p>
<b><u>Assessment:</u></b>	<p>An 80% surcharge on the City Business License Tax not to exceed \$500.00.</p>
<b><u>Collection:</u></b>	<p>The fees are collected in March/April of each year with the Business License Tax. The funds shall be retained, including interest earned, in a designated fund and disbursed through the City. Approximately \$25,000 per year.</p>
<b><u>Governance:</u></b>	<p>A City Council-ratified Advisory Board serves to make recommendations to the City Council for the North Manhattan Business Improvement District (BID) on such topics as budget and assessments. The Advisory Board consists of up to five (5) members composed of area business owners or resident ex-officio members. There must be a quorum to conduct a meeting and adherence to the Brown Act. The City Council ratifies the board members annually once the membership has held its election (typically in December). It is anticipated that the Advisory Board will meet as needed pending the ratification of an agreement with a non-profit association which will then execute the Activity Plan. In delivering BID improvements and activities, the Advisory Board will strive to meet the following objectives:</p>

- Maximize coordination with the City and other civic organizations to leverage resources.
- Identify streetscape, landscape and other improvements, and create an identity plan for North Manhattan Beach.
- Provide accountability to business owners who pay assessments.

#### Maintaining the

#### District:

The City Council maintains the district by adopting a Resolution of Intention. A Public Hearing shall be held around 30 days after the adoption of the Resolution of Intention. If there is insufficient protest from owners representing over 50% of the assessments to be paid, the BID assessment will continue.

#### Benefits of the

#### District:

The BID allows for streetscape, signage and landscape improvements, and the creation of a North Manhattan Beach identity through integrated marketing efforts such as promotions, branding and advertising.

The BID shall provide key promotional and organizational support through a variety of functions that directly benefit its ratepayers as well as the City; such as:

- Enhancing the appearance of North Manhattan Beach through signage, landscaping, improvements etc.
- Establishing and implementing a North Manhattan vision and image that is in line with the rest of Manhattan Beach and reflects the good health and economic vitality of the entire City; making the City an attractive venue for business.

## **ACTIVITY PLAN**

The BID activity plan for 2025 includes the following items:

- A. Continue using [www.northmanhattanbeach.org](http://www.northmanhattanbeach.org) and [www.visitnorthmanhattanbeach.com](http://www.visitnorthmanhattanbeach.com) for visitor and community outreach and marketing. Maintain and enhance the digital presence of the North Manhattan Beach district through public engagement (surveys, individual outreach), website, social media (Instagram @visitnorthmanhattanbeach @northmanhattanbeach, Facebook @northmanhattanbeachca @visitnorthmanhattanbeach, twitter @VisitNorthMB) and e-notifications.
- B. Promote North Manhattan Beach businesses via enhanced marketing efforts.
- C. Trademark and begin to utilize approved North Manhattan Beach Logo.
- D. Establish a professional non-profit association similar to the Downtown Manhattan Beach Business Professional Association (DBPA) and recommend approval of a contract between the City, Advisory Board, and Association.
- E. Continue to develop North Manhattan Beach branding using the new approved logo throughout the district (Pole flags with approval and permits from the City, refurbish the North Manhattan Beach welcome monument on Rosecrans utilizing the new color scheme and logo).
- F. Solicit Bids for Public Art and work with the City Public Arts Commission for installation and placement.
- G. Continue to develop event and partnership opportunities to draw more foot traffic and awareness to North Manhattan Beach.
- H. Continue to establish participation and support for the NMB BID among NMB businesses.
- I. Continue to grow the annual NMB BID Holiday Stroll and establish additional collaborative events.
- J. Promote transportation alternatives that mitigate traffic and greater parking opportunities while increasing foot traffic to the NMB BID Businesses.
- K. Update the community on the status of the crosswalks and other street markings and street repairs north of Rosecrans after the construction is done in this area. Continue to work on the functionality of the lighting of the crosswalks south of Rosecrans.



- L. Continue the Highland Avenue improvement discussions with Community Development, Traffic Engineering and Public Works to find solutions to improve the safety of Highland Ave., especially north of Rosecrans where crosswalks, visual indicators, or other measures may need to be taken to address excessive speed in the area.
- M. Continue discussions to find additional parking solutions, including contacting Chevron to discuss the parking lot adjacent to the Verandas Project.
- N. Continue collaborating with the Downtown Business District and the Manhattan Beach Chamber of Commerce to best serve our NMB BID Businesses.
- O. Continue to explore opportunities for revenue generating activities within North Manhattan Beach.
- P. Ensure continuation of Executive Director Services.
- Q. Continue efforts to enhance pedestrian-oriented improvements and beautification of North Manhattan Beach.

**ATTACHMENT A-1****BUDGET**

<b>FY 2023-2024 Actuals</b>	
<i>Beginning Reserve Balance July 1, 2023</i>	\$ 373,148.02
<i>Revenues</i>	25,250.17
<i>Interest</i>	10,626.79
<i>Expenditures</i>	-47,004.64
<i>Ending Reserve Balance as of June 30, 2024</i>	\$ 362,020.34
<b>FY 2024-2025 Budgeted</b>	
<i>Beginning Reserve Balance July 1, 2024</i>	\$ 362,020.34
<i>Revenues (1)</i>	25,000.00
<i>Interest</i>	10,000.00
<i>Projected Expenditures</i>	-102,476.30
<i>Ending Reserve Balance as of June 30, 2025</i>	\$ 294,544.04

(1) Budgeted Revenues are projected based on business license tax assessments not to exceed \$500 annually per business.

**ATTACHMENT A-2**

**BUDGET**

*(presented on the following page)*



## NORTH MB BID BUDGET

	PRIOR YEAR		CURRENT YEAR		FORECAST	2026-2027	2027-2028	2028-2029	2029-2030
	ACTUALS	APPROVED BUDGET	ESTIMATES	PROPOSED BUDGET					
	2023-2024	2024-2025	2024-2025	2025-2026					
Beginning Reserve Balance	\$ 373,148.02	\$ 362,020.34	\$ 362,020.34	\$ 351,942.34	\$ 312,392.34	\$ 275,842.34	\$ 239,292.34	\$ 202,742.34	
REVENUES*									
BID Assessments*	\$ 25,250.17	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Interest*	\$ 10,626.79	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
<b>SUBTOTAL</b>	<b>\$ 35,876.96</b>	<b>\$ 35,000.00</b>	<b>\$ 35,000.00</b>	<b>\$ 35,000.00</b>	<b>\$ 33,000.00</b>	<b>\$ 33,000.00</b>	<b>\$ 33,000.00</b>	<b>\$ 33,000.00</b>	<b>\$ 33,000.00</b>
EXPENDITURES									
ONGOING									
Executive Coordinator	\$ 6,156.00	\$ 36,000.00	\$ 10,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00
Management Services	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Website & Social Media Services	\$ 2,550.00	\$ 6,300.00	\$ 3,000.00	\$ 6,300.00	\$ 6,300.00	\$ 6,300.00	\$ 6,300.00	\$ 6,300.00	\$ 6,300.00
Misc. Reimbursable Expenses/Holiday Stroll	\$ 6,812.48	\$ 10,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Chamber of Commerce Membership	\$ -	\$ 228.00	\$ 228.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
Business District Beautification Services**	\$ 11,988.16	\$ 19,000.00	\$ -	\$ -					
Digital Services (Website, Zoom)	\$ 1,071.75	\$ 948.30	\$ 1,850.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00
ONE-TIME									
Trademark of North MB Logo Project	\$ 326.25	\$ 5,000.00	\$ -	\$ 5,000.00					
Directory Board DBPA Reimbursement	\$ 3,100.00	\$ -	\$ -	\$ -					
Formation of Non-Profit Association (approved by City Council 4/2/24)		\$ 10,000.00	\$ 10,000.00	\$ -					
<b>SUBTOTAL</b>	<b>\$ 47,004.64</b>	<b>\$ 102,476.30</b>	<b>\$ 45,078.00</b>	<b>\$ 74,550.00</b>	<b>\$ 69,550.00</b>	<b>\$ 69,550.00</b>	<b>\$ 69,550.00</b>	<b>\$ 69,550.00</b>	<b>\$ 69,550.00</b>
FISCAL YEAR SURPLUS/DEFICIT	\$ (11,127.68)	\$ (67,476.30)	\$ (10,078.00)	\$ (39,550.00)	\$ (36,550.00)	\$ (36,550.00)	\$ (36,550.00)	\$ (36,550.00)	\$ (36,550.00)
PROJECTED ENDING RESERVE BALANCE	\$ 362,020.34	\$ 294,544.04	\$ 351,942.34	\$ 312,392.34	\$ 275,842.34	\$ 239,292.34	\$ 202,742.34	\$ 166,192.34	

### NOTES LEGEND

\* Assumes Assessments and Interest revenue remain consistent

\*\* Historically, both BID's in the City contribute to additional service fees associated with street sweeping and/or pressure washing. Staff is conducting internal assessment of these fees.

Projection if North MB BID continues to approve services. Services currently provided by the Chamber of Commerce.

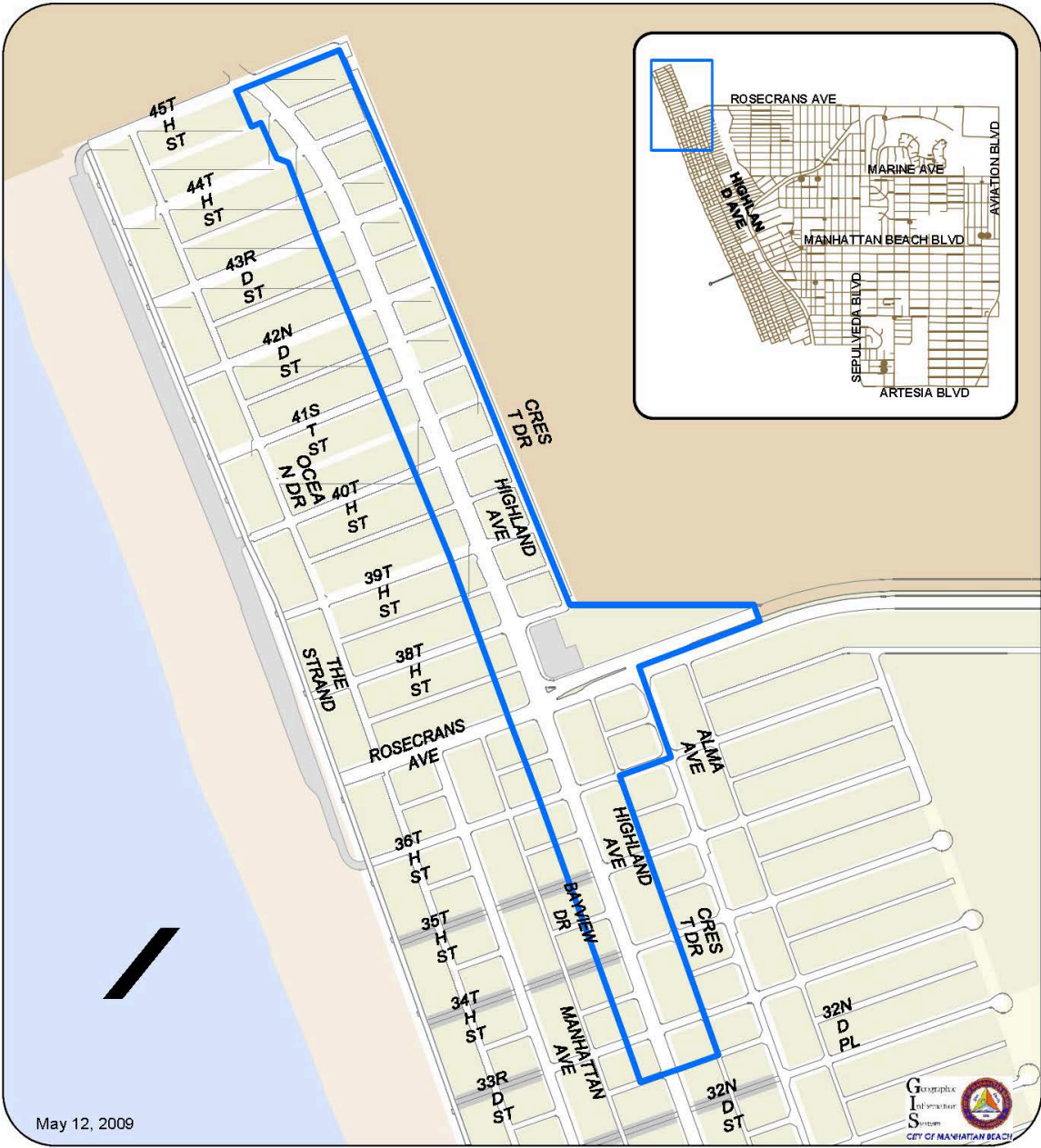
Denotes negative amount

Denotes positive amount

**ATTACHMENT B**

**AREA MAP**

**City of Manhattan Beach**  
**North Manhattan Beach**  
**Business Improvement District**



May 12, 2009



0 250 500 1,000 Feet