

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

This Agreement is entered into on this 21st day of July, 2026 by and between the City of Manhattan Beach (“CITY”) and the Downtown Manhattan Beach Business & Professional Association (“ASSOCIATION”) (collectively, the “Parties”).

RECITALS

- A. The City Council of the City of Manhattan Beach established a Business Improvement Area known as the Downtown Manhattan Beach Business Improvement District (“DISTRICT”) pursuant to Section 36500 et seq. of the California Streets and Highways Code (“Act”), by and through the adoption of Ordinance No. 1989 on October 6, 1998. That Ordinance authorized the levy of a special assessment to support improvements within the DISTRICT.
- B. On July 21, 2026, the City Council adopted Resolution No. 26-0079 overriding protests and providing for the collection of assessments within the DISTRICT for improvements and activities to be conducted during Fiscal Year 2026-2027.
- C. Pursuant to the Ordinance, assessments have been levied by the CITY upon the various businesses located within the DISTRICT.
- D. Said assessments are collected by the CITY and shall be used only for the benefit of the DISTRICT.
- E. The funds collected pursuant to the assessment shall be used to provide the services identified in the Downtown Manhattan Beach Business & Professional Association’s “Business Improvement & Activity Plan,” July 1, 2026 attached hereto as Attachment “1” and incorporated herein.

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

- 1.1 The term of this Agreement shall be from July 21, 2026, through July 20, 2027.

Section 2. ASSOCIATION RESPONSIBILITIES.

- 2.1 The ASSOCIATION or an agent of the ASSOCIATION shall render professional services and shall cooperate with the CITY to provide work program coordination

consisting of program development and implementation, program administration, and financial reports.

- 2.2 The ASSOCIATION shall submit to the CITY program plans and reports, 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 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 Downtown Manhattan Beach Business Improvement District Advisory Board and the CITY.

End of Year Report

The ASSOCIATION shall submit to the CITY a complete end-of-year report which includes the following:

- A) A full disclosure financial statement including supporting documentation of all expenditures covering the period from July 1, 2026 to June 30, 2027.
 - 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.
- 2.3 The ASSOCIATION shall administer the entire program in a prudent manner, within the parameters of the work program and budget approved by the City Council through the adoption of Resolution No. 26-0058, a Resolution of Intention, on June 16, 2026. The ASSOCIATION assumes full responsibility for 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 The Chairperson of the Downtown Manhattan Beach Business Improvement District Advisory Board or his or her designee shall have the authority to make reasonable budget and program adjustments, not to exceed 15 percent of the total budget, between the program elements as necessary, and as limited by the total annual budget for the DISTRICT. Any budgetary changes in excess of 15 percent must be reviewed and approved by the entirety of the Downtown Manhattan Beach Business Improvement District Advisory Board. No transfers shall result in expenditures that exceed the total \$124,000.00 budget allocation approved by the City Council set forth in Attachment “1” without the City Council’s approval.

For fiscal year 2026-2027 the program elements shall include:

- A. Parking, Transportation & Community Programs
 - B. Marketing & Advertising
 - C. Promotions & Special Events
 - D. Professional Management & Communications
- 2.5 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.
- 2.6 The Advisory Board of the DISTRICT (“DISTRICT 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 DISTRICT Advisory Board shall participate in the public hearing process and make any recommendations to modify boundaries, benefit zones, methodology and activities.
- 2.7 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-year 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 approved by the City Council on July 21, 2026.

- 4.2 The CITY shall disburse DISTRICT Assessment Revenues to the ASSOCIATION within fifteen (15) days after the City Council approves the Agreement.

Section 5. NOTICES.

- 5.1 Notice to the parties shall, unless otherwise requested in writing, be sent to:

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

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

With one copy to: Downtown Manhattan Beach Business Improvement
District Advisory Board
Attn: Mr. Michael Zislis, Chair
321 12th Street, Suite 112
Manhattan Beach, CA 90266

ASSOCIATION: Downtown Manhattan Beach Business & Professional Assoc.
Attn: Kelly Stroman, Executive Director
PO Box 3298
Manhattan Beach, CA 90266

Section 6. CONFLICT OF INTEREST

- 6.1 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 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 two years.

Section 8. FINANCIAL POLICIES

- 8.1 To maintain fiduciary responsibility, the ASSOCIATION shall, at all times, comply with its established financial policies.

Section 9. EQUAL OPPORTUNITY PROGRAM

- 9.1 Nondiscrimination and Affirmative Action. The ASSOCIATION shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City of Manhattan Beach. In performing this Agreement, the ASSOCIATION shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical conditions. The ASSOCIATION shall also comply with all rules, regulations, and policies of the United States of America, the State of California and the City of Manhattan Beach, relating to nondiscrimination and affirmative action, including the filing of all forms required by said agencies. Any subcontract entered into by the ASSOCIATION relating to the agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

Section 10. LABOR CODE; PREVAILING WAGE RATES

- 10.1 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 11. AMENDMENTS

- 11.1 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 12. INSURANCE

- 12.1 Minimum Scope and Limits of Insurance. The 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 the 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.
- 12.2 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.
- 12.3 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.
- 12.4 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 the ASSOCIATION's insurance and shall not contribute with it.
- 12.5 Waiver of Subrogation. The insurance policies required under this Section shall not prohibit the ASSOCIATION and the ASSOCIATION's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. The ASSOCIATION hereby waives all rights of subrogation against City.
- 12.6 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- 12.7 Cancellations or Modifications to Coverage. The 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, the 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.

- 12.8 City Remedy for Noncompliance. If the 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 the ASSOCIATION's policies do not comply with the requirements under this Section, City may immediately terminate this Agreement.
- 12.9 Evidence of Insurance. Prior to the performance of Services under this Agreement, the 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. The ASSOCIATION may provide complete, certified copies of all required insurance policies to City. The ASSOCIATION shall maintain current endorsements on file with City's Risk Manager. The 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. The ASSOCIATION shall furnish such proof at least two weeks prior to the expiration of the coverages.
- 12.10 Broader Coverage/Higher Limits. If the 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 the ASSOCIATION. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- 12.11 Subcontractor Insurance Requirements. The 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 13. INDEMNITY

- 13.1 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 DISTRICT 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.

- 13.2 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.
- 13.3 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.
- 13.4 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 13.
- 13.5 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.
- 13.6 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.
- 13.7 Survival of Terms. The ASSOCIATION's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

Section 14. ASSIGNMENT

14.1 Neither this Agreement, nor any portion thereof, shall be assigned by the ASSOCIATION without prior written consent of CITY.

Section 15. PRESERVATION OF AGREEMENT

15.1 Should any provisions of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

Section 16. ENTIRE AGREEMENT

16.1 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 17. AUTHORIZATION TO EXECUTE AGREEMENT

17.1 The Executive Director of the Downtown Manhattan Beach Business & Professional Association declares that they are authorized to execute this Agreement on behalf of the ASSOCIATION.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

[SIGNATURE PAGE FOLLOWS]

CITY:

ASSOCIATION:

Name: Talyn Mirzakhanian
Title: City Manager
Date:

Name: Kristin Coia
Title: President, DBPA
Date:

ATTEST:

Name: Liza Tamura
Title: City Clerk
Date:

Name: Grace Adams
Title: Treasurer, DBPA
Date:

APPROVED AS TO FORM:

Name: Quinn M. Barrow
Title: City Attorney
Date:

APPROVED AS TO FISCAL IMPACT:

Name: Libby Bretthauer
Title: Finance Director
Date:

APPROVED AS TO CONTENT:

Name: Michael Zislis
Title: Chair, Downtown Manhattan Beach Business Improvement District Advisory Board
Date:

ATTACHMENT 1

BUSINESS IMPROVEMENT & ACTIVITY PLAN JULY 2026

**DOWNTOWN MANHATTAN BEACH
BUSINESS IMPROVEMENT DISTRICT**

Business Improvement Review and Activity Plan
May 2026

*Prepared by the **Downtown Manhattan Beach Business & Professional Association**
pursuant to the State of California
And the Parking and Business Improvement Area Law of 1989
to maintain the Business Improvement District for
Downtown Manhattan Beach, California.*

THE RELATIONSHIP BETWEEN THE DOWNTOWN MANHATTAN BEACH BID & THE DBPA

On behalf of the Downtown Business Improvement District (BID), the City of Manhattan Beach collects an 80% surcharge on all business license fees collected in the Downtown area for the purpose of marketing and promotion.

The BID acts as an advisory committee to the Manhattan Beach City Council and contracts annually with the Downtown Business & Professional Association (DBPA) to provide such services. The BID board is subject to Brown Act regulations.

The DBPA is a non-profit corporation founded in 1985 whose purpose is to use the BID funds, in conjunction with other revenue, to create a unified voice, a prosperous business environment and to enhance the unique character of Downtown Manhattan Beach. This is achieved through promotions and special events, advertising and marketing, parking and transportation, community programs, advocacy, representation, and professional management and communications. The DBPA is not subject to Brown Act regulations.

Business Improvement District
DOWNTOWN MANHATTAN BEACH
BID ADVISORY BOARD ROSTER
2026-2027

1. Michael Zislis – Chair – Restaurant/Hospitality
2. Ron Koch - Past Chair/ Service
3. Ric Arrigoni – Hair Salon
4. Kevin Barry - Restaurant
5. Linda McLoughlin Figel - Retail
6. Maureen McBride - Retail
7. Greg Newman - Restaurant
8. Chandra Shaw – Personal Services/Spa
9. David Slay – Restaurant

DOWNTOWN MANHATTAN BEACH BUSINESS IMPROVEMENT DISTRICT INFORMATION AT-A-GLANCE

This Business Improvement District has been in existence since April of 1969 under the authority of the "Parking and Business Improvement Area Law of 1965". This law was restrictive with respect to the use of funds. In 1989 the State Legislature adopted Senate Bill 1424, "Parking and Business Improvement Area Law of 1989". In 1998 a group of concerned merchants and a growing coalition of downtown stakeholders, developed the proposal to establish a new Downtown Manhattan Beach Business Improvement District (BID) under the new legislation. In October 1998, that legislation was approved and adopted as City Ordinance No. 1989. In January 1999, the BID contracted with the Downtown Manhattan Beach Business & Professional Association (DBPA), a 501(c) 6 not-for-profit corporation established in 1985, to provide specific benefits to the members of the BID.

Location: The Existing Business District of Downtown Manhattan Beach.

Stakeholders: Downtown Businesses - All business license holders in the Downtown district.

***Improvements
And Activities:***

- A. Parking, Transportation & Community Programs
- B. Marketing & Advertising
- C. Promotions & Special Events
- D. Professional Management & Communications

***Method of
Financing:*** Benefit-based assessments on City Business License Tax.

Assessment: Based on the existing assessment. An 80% surcharge on the City Business License Tax not to exceed \$600.

***Collection of
Assessment:*** The fees are collected in March/April of each year, by the City of Manhattan Beach, and disbursed through contract, to the Downtown Manhattan Beach Business & Professional Association (DBPA).

Governance: **Advisory Board:** Annual recommendations on Downtown Manhattan Beach Business Improvement District (BID) budgets and assessments will be submitted to the Manhattan Beach City Council by a seven–nine (7-9) member Advisory Board composed of business owners located within the boundaries of the BID. The Advisory Board will also monitor the delivery of improvements and activities, which will be the day-to-day responsibility of the Downtown Manhattan Beach Business and Professional Association (DBPA).

Business owners that are assessed within the BID, and, per State law, appointed by the Manhattan Beach City Council can nominate members of the Advisory Board.

Representation should consist of businesses on Manhattan Beach Boulevard, Manhattan Avenue and Highland Avenue. It should also contain a mix of retail, service and restaurants.

It is anticipated that the Advisory Board will meet at least once annually.

Downtown Association:

The BID will contract with the DBPA to carry out improvements and activities described in the Plan, as well as the day-to-day operations. In delivering BID improvements and activities, the DBPA will aim to meet the following objectives:

- Maximize coordination with the city and other civic organizations to leverage resources
- Deliver programs through a cost-effective and non-bureaucratic organization that features one executive director that works for all Downtown Manhattan Beach stakeholders
- Provide for accountability to business owners who pay assessments.

Maintaining the District:

The City Council can maintain the district by adopting a Resolution of Intention. A public hearing shall be held not less than 20 or more than 30 days after the adoption of the Resolution of Intention. If there is not written protest from owners representing over 50% of the assessments to be paid, the BID assessment will continue.

Benefits Of the District:

The BID costs no more than the prior assessment and allows the district's funds to be self-governed and to go beyond parking issues.

The BID allows for integrated marketing efforts such as cooperative promotions, advertising and publishing downtown directories and calendars of events.

The DBPA provides key promotional and organizational support through a variety of functions that directly benefit its ratepayers as well as the city. Such as:

- Creating a public/private partnership to manage the Downtown environment to ensure high standards for signage, security, maintenance, parking and marketing

- Increasing sales and revenues throughout the district as well as tax and parking revenue to the city
- Advocating Downtown interests and for the city at large
- Establishing and implementing a Downtown vision, an image of a thriving city center that reflects the good health and economic vitality of the entire city, making the city an attractive venue for businesses
- Assisting the City in policy making, administration and implementation of City programs
- Streamlining communications and saving time and energy, by providing the City with a single, unified Downtown entity

REVIEW: DTMB BID ACHIEVEMENTS vs. ACTIVITY PLAN 2025-2026

A. BID Advisory Board

Goal: Review BID Board role, responsibilities and accountability. Reduce number of members from 11 to a total of 7-9 members.

Outcome: Total number of members remains at 11. Working with the City Attorney and the Director of Finance to review the language originally set forth during the BID formation and what has been the mode of operation and practice for decades.

B. Beautification Objectives

Goal: Continue active relationship with Director of Public Works and the Director of Parks & Recreation to identify and collaborate on new projects, areas of service/maintenance improvements, beautification, marketing, and assist in coordination of major City projects to minimize disruption to Downtown businesses.

Achievement: DBPA has been an active participant with the Special Events Committee as well as the Global Events committee to influence and ensure Downtown Manhattan Beach is welcoming to all visitors during major events. The implementation of pole banners during the FIFA World Cup and the return to three street banner locations in DTMB has been successful. The DBPA is working with the Director of Community Development regarding the revision and updating of dated ordinance language regarding portable signs and benches in the ROW. The string-lighting project initially proposed has given way to the refresh of string lights in the trees located throughout the district as well of the new installation of string lighting wrapped on poles throughout the district. As a result, the district benefits from increased illumination and a vibrant look throughout.

C. Parking/Transportation Strategies

Goal: Continue to pursue on-demand electric transportation services through Circuit. Work with the city to ensure the redevelopment of Lot 3 includes at least the 144 parking spaces that were lost in demolition. In the short term, work to add as much additional parking as possible, including at 400 Manhattan Beach Boulevard. Work with the Traffic Engineer to identify parking demand for both employees and customers and evaluate subscription to parking permits.

Achievement: Engaged City MB and Circuit regarding opportunities related to the demolition of Parking Lot 3 and continue to look for opportunities including the addition of employee permit parking at 400 MBB. The DBPA has been an active contributor to all Project Pulse meetings. The DBPA has worked closely with the Traffic Engineer on the Parking Management Study as well as continually assessing the parking needs and traffic flow around Lot 3 temporary parking and 400 MBB. The DBPA stand ready to utilize and promote the Circuit

Shuttle 6-month pilot program and are appreciative that it will commence in June 2026.

D. Marketing/Advertising Strategies

Goal: The DBPA is directed to continue with marketing programs that benefit all businesses in the BID.

Achievement: Active participant with the city marketing initiative for Global Events.

Increased social media and digital presence.

- The DBPA increased the print advertising extensively
 - Southbay Magazine Spring Fashion Edition – 20-page spread and dining and shopping guide
 - Chamber of Commerce Destination Guide – 8-page spread
 - Arrived Magazine 5-month partnership advertising DTMB as well as influencing the return of the South Bay section in the magazine. The magazine is distributed to over 140-, 4-and 5-star hotels in the greater Los Angeles, Long Beach and South Bay territory.
 - Holiday Advertising within South Bay magazine, The Easy Reader and The Daily Breeze/Beach Reporter.
 - Working with micro influencers across all digital platforms
- Digital followers have increased across all platforms; Instagram 27K-31.3K, Tik Tok, Facebook, and the newsletter subscriber base has grown to over 15K subscribers and a 37% open rate.
- Weekly communication via the marketing newsletter promotes businesses, events, as well as key city events that benefit the downtown district.

E. City Planning & Code Amendments

Goal: Promote full City code review; eliminate outdated and unnecessary codes.

Achievement:

- Advocacy regarding mobile food vending resulted in ordinance revisions.
- Advocacy regarding portable signs and benches in the ROW have resulted in a comprehensive review of the 50+year ordinance.
- Active participation and input with the City Finance Department throughout the BLT evaluation and possible revision process is ongoing.
- Advocacy and communication with Environmental Programs regarding appropriate refuse, organics and recycling.
- Communication and oversight of businesses with regards to storm water run-off and the appropriate use of cleaning of patios, alleys, and sidewalks.

F. Promotions & Special Events

Goal: Continue to operate, expand and develop promotions and events that highlight and benefit the BID.

Achievements:

- 3 Annual Sidewalk Sales
- Weekly Manhattan Beach Certified Farmers' Market
- Holiday Open House & Pier Lighting
- Holiday Fireworks activation on Manhattan Avenue
- Santa Claus throughout Nov/December
- Holiday Movies in Metlox Plaza
- Easter Bunny at the MBFM and BID
- Mother's Day Build a Bouquet event
- 2 Concierge/Hospitality events
- PFLAG Shop for a Cause
- Collaborative engagement with Major Special Events; MBO/AVP, Surffest, Hometown Fair, MB10K, SKX Pier to Pier Friendship Walk, Pumpkin Race business activation, Tour de Pier, Roundhouse Aquarium, MBLL, Chevron MB Grand Prix,

G. Professional Management & Communications

Goal: The DBPA is directed to continue to meet with and provide regular, professional and effective communications with the MB Residents' Association, various City employees, Department Directors, MBPD/MBFD, City Council, DBPA membership and the BID Board.

Achievement:

- Monthly meetings of the DBPA members
- Monthly meeting of the DBPA Board of Directors
- Monthly meeting of the Marketing Committee
- Monthly meeting with Community Development
- Monthly meeting with Public Works
- Monthly special events meeting with Parks & Rec
- Ongoing meetings with MBPD and MBFD
- 2 BID Board meetings

H. Manage Revenue Generation and Growth

Goal: Increase revenue by actively working with the City Finance department on the collection of BLT and work with the MBFM to increase weekly revenue while managing operating expenses with fiscal responsibility.

Achievement:

- Monthly DBPA Finance committee meetings to assess expenses and manage investment and reserve policies.
- Evaluate vendor and contractor rates and contracts to maximize BID benefit.
- Weekly meeting with MBFM Market Manager to assess opportunities and growth while managing the rising expenses of operating the market.
- Market has experienced an increase of 5% in sales during the current FY, despite experiencing five rain and weather compromised market days.

- Working with the Community Development department of the use permit process to be able to continue operating the MBFM in the Civic Center Plaza.
- Work closely with the CMB Finance Department on the BLT revision plan and ensuring any proposal and subsequent ballot measure is equitable for businesses while maintaining the surcharge benefit for the BID.

END

DOWNTOWN MB BID BUSINESS IMPROVEMENT

ACTIVITY PLAN 2026-27

A. Downtown Manhattan Beach BID Advisory Board

a. Goal:

- i. Reduce the members to a maximum of nine as outlined in the BID formation documents
- ii. Review and practice role of BID board as outlined in the BID formation documents
- iii. Ensure all BID board members undergo Brown Act training

B. Downtown Manhattan Beach Beautification

a. Goal:

- i. Continue to expand lighting in the district.
- ii. Evaluate and replace holiday lighting decorations as needed.
- iii. Work with Public Works regarding landscaping and maintenance.
- iv. Work with Metlox to maintain cleanliness and beauty
- v. Continue to identify public ROW needs regarding safety, cleanliness, and a welcoming aesthetic.

C. Parking and Transportation Strategies

a. Goal:

- i. Work with the Traffic Engineer and City Communications to promote the Circuit Shuttle.
- ii. Monitor the removal of parking meters and conversion to kiosk and provide feedback to the city.
- iii. Ensure the continuation of the Holiday 2-hour Free Parking program for four weeks between Thanksgiving and Christmas.
- iv. Work with the Traffic Engineer and City Council to change the ordinance that is preventing the issuance of new Lot 1 permits.
- v. Provide feedback with employee parking permit cost and needs to encourage employees to park within the district, cycle or rideshare.
- vi. Work with MBPD regarding safety concerns with e-bikes, bicycles, and skateboards on sidewalks in the district.

D. Downtown Future Plan

a. Goal:

- i. Coordinate Project Pulse business outreach and participation in study sessions for long-term redevelopment of Lot 3 and 400 Manhattan Beach Boulevard.
- ii. Continue to work closely with the Finance Department regarding the BLT study and possible revisions.
- iii. Work with City on how best to maximize the benefits of global events as well as key regional events in and near the district.

E. City Planning & Code Amendments

a. Goal:

- i. Promote full City building and planning code review; eliminate outdated and unnecessary codes and refine current codes to be more business-friendly and common sense focused.
- ii. Establish firm revenue-generating metrics between building permit timelines and sales/business tax revenue (and residential/property tax revenue) to drive cycle time reduction for construction projects which currently delay business openings and incur significant costs.
- iii. Continue to work closely with Community Development in the exploration and possible revisions to the ordinances regulating portable signs and benches in the ROW.

F. Marketing & Advertising

a. Goal: The DBPA is directed to continue with marketing programs that benefit all businesses in the BID, including:

- i. Create and distribute assets and materials in print and social media that market the businesses in the district.
- ii. Maintain the website and email database to ensure promotion and ease of use for both the public and businesses.
- iii. Increase social media presence locally, regionally, and with visitors.
- iv. Evaluate and employ emerging digital technologies that promote the businesses and events.

G. Promotions & Special Events

a. Goal: The DBPA is directed to successfully promote and execute any Special Events that make sense and support the businesses.

- i. Sponsor (3) annual "Sidewalk Sales".
- ii. Participate in Monthly Special Events meetings with all City MB departments to ensure the needs of BID businesses are considered in event decisions.
- iii. Conduct weekly Farmers' Market, including DBPA business and community promotional booths while protecting against competitive business conflicts.
- iv. Host the "Holiday Open House together with the Pier Lighting
- v. Continue to work with the 'Beach Events' such as 6-Man/International Surf Festival, Catalina Classic & Manhattan Open to ensure the downtown benefits from the events and that communications regarding street and parking impacts are effectively communicated to businesses.

H. Professional Management & Communications

a. Goal: The DBPA is directed to continue to meet with and provide regular, professional and effective communications with the MB Residents' Association, Department Directors and employees, MBPD/MBFD, City

Council, Planning and PPIC Commissions, Civic Leaders, DBPA membership and the BID Board.

- i. The DBPA is directed to maintain professional management to ensure this cohesive Business Improvement and Activity Plan is implemented, that new businesses in the District are welcomed, and their participation is invited to ensure an economically thriving Downtown and that the BID Board is aware of larger concerns and opportunities such as parking and revenue streams.
- ii. Increase engagement with DBPA Board of Directors and the City Council as well as the Planning Commission and PPIC.

I. Manage Revenue Generation and Growth

a. Goal:

- i. Strive for annual increase in revenues at the Farmers Market by creating a compelling mix of vendors, maximizing community benefits, managing expenses, and promoting attendance.
- ii. Maintain or increase participation in assessments and business licensing within the BID by cooperatively working with the Finance Department and engaging new or non-participating businesses.
- iii. Encourage City MB to enthusiastically pursue and ensure Business License tax payment compliance.
- iv. Spotlight Downtown businesses and events in local and regional marketing platforms through advertisements, announcements, and public relations outreach.

END