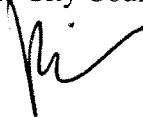





Staff Report

City of Manhattan Beach

TO: Honorable Mayor Ward and Members of the City Council

THROUGH: Richard Thompson, Interim City Manager 

FROM: Laurie B. Jester, Acting Director of Community Development 

DATE: July 6, 2010

SUBJECT: Consideration of Approval to Authorize the City Manager to Enter into an Amendment to an Existing Contract with Fehr and Peers to Prepare the Traffic Impact Study for the Manhattan Village Shopping Center Expansion

RECOMMENDATION:

Staff recommends that the City Council **AUTHORIZE** the City Manger to enter into a contract amendment with Fehr and Peers to prepare the Traffic Impact Study for the Manhattan Village Shopping Center Phased Expansion Project.

FISCAL IMPLICATION:

There are no fiscal implications associated with the recommended action as the contract will be fully funded by RREEF, the project applicant. The contract amendment is for \$25,500. This is the second contract amendment; the first being approved January 6, 2009 for \$46,600 and the original contact with Fehr and Peers was approved December 5, 2006 for \$56,800.

BACKGROUND:

On November 7, 2006 RREEF, the owners of the Center, submitted a Master Use Permit amendment and Variance, for building height, applications for an approximate 200,000 SF (136,000 SF net new) three phase expansion of the Center. The applications require the preparation of an Environmental Impact Report (EIR) in accordance with the requirements of the California Environmental Quality Act (CEQA) in order to evaluate the potential environmental impacts of the proposed project. Over the past three and a half years RREEF and their team of consultants have been meeting with the neighbors, tenants, and community leaders to introduce the proposed project and to make revisions to address their concerns. Since the project has undergone refinement additional work has been required of the Traffic consultants, Fehr and Peers, and therefore this contract amendment is required. As stated in the Proposal, the additional work will be completed in coordination with Gibson Transportation Consulting, Inc and Mr. Pat Gibson, previously with Fehr and Peers, will continue to serve as project manager for this study.

The original contract with the EIR consultant, PCR, was approved by the City Council December 5, 2006. A contract amendment was then approved on December 2, 2008, and a second Amendment was approved on April 6, 2010 for Matrix Environmental, the firm that took over the EIR contract from the original consultant, PCR.

DISCUSSION:

RREEF is proposing improvements to the 44-acre Manhattan Village Shopping Center. The Project site includes an enclosed, main mall building and several freestanding buildings. The Shopping Center site currently includes approximately 420,250 square feet of retail uses, 65,700 square feet of restaurant uses, a 17,500 square foot cinema, 36,150 square feet within six banks, 11,500 square feet of office uses, and approximately 21,700 square feet of medical office uses for a total of approximately 572,800 square feet. When accounting for common areas, the buildings include approximately 614,200 square feet. There are currently 2,393 surface parking spaces on the site.

The Project includes a net increase of approximately 123,700 square feet of new retail and restaurant (190,000 square feet of new area and demolition of 66,300 square feet of existing retail, restaurant, and cinema) within an approximate 18 acre area within the site. Of the 190,000 square feet of new area, up to 25,900 square feet would be restaurant uses, while 164,100 square feet would be new retail uses. The Project also includes new parking decks and surface parking areas that would provide at least 4.1 parking spaces per 1,000 square feet, the same as the existing parking ratio. This excludes the 210 parking spaces currently provided in the off-site City parking lot leased by the Applicant for overflow parking.

In order to respond to the future needs and demands of tenants and customers the project provides for flexibility in land uses based on P.M. peak traffic rates. Specifically, retail, restaurant, cinema, office, medical office, and health club uses may be exchanged for each other based on standard approved P.M. peak hour trip conversion factors. However, the maximum amount of new restaurant square footage would not exceed about 23,000 and office uses about 57,800. In addition, there would be a maximum of approximately 140,000 net new square feet of building area. With this flexibility, the site would include up to 712,700 square feet area, and no new peak hour traffic impacts would occur.

The EIR will include a traffic study and parking demand analysis as well as address other potential environmental impacts such as land use, noise, air quality, public services, utilities, hazards and geology. RREEF will deposit the full amount of the EIR and traffic study contracts with the City, and the City will continue to administer and manage the contracts. In accordance with CEQA the EIR is the City's document and as such the City is responsible to ensure its adequacy and accuracy. The applicant will have the ability to review and comment on the screen check EIR along with the City, however the City will make final decisions on the content. Noticed public hearings on the EIR, Master Use Permit and Variance before the Planning Commission and City Council will be required. It is anticipated that the applicant will also be submitting a Development Agreement application. An initial Scoping meetings for the EIR was held in February 2009, and the Draft EIR is anticipated to be released winter 2010.

CONCLUSION:

Staff recommends that the City Council **AUTHORIZE** the City Manger to enter into a standard contract amendment with Fehr and Peers to complete the preparation of the Traffic Study for the Environmental Impact Report for the Manhattan Village Shopping Center Expansion. When the original contract was approved in 2006, Council authorized staff to approve contract amendments of up to 10% of the original approved contract amount in order to keep the review

process moving along in an expeditious manner if through the EIR process the need for additional work is identified. This amendment exceeds 10% and that is why it is being brought to the Council for approval, however staff would still request the flexibility for up to 10% additional work. The applicant would be responsible for all costs associated with any expansion in the required scope of services.

Attachments: A. Agreement Second Amendment and Exhibit A- Proposal for Professional Services Amendment- Traffic Impact Report- Manhattan Village Shopping Center Expansion, Manhattan Beach, California- June 1, 2010
B. E-mail approval for contract amendment from RREEF dated June 2, 2010

cc: Charles Fancher, Fancher Partners
Ruth Tewalt, RREEF
Pat Gibson, Gibson Transportation
Miguel Nunez, Fehr and Peers
Helen Brandenburg, Fehr and Peers

**AGREEMENT
SECOND AMENDMENT**

THIS SECOND AMENDMENT TO AN AGREEMENT is made this ____ day of _____, 2010, by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and Fehr and Peers a transportation planning, traffic engineering and parking studies consultant, ("CONTRACTOR").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary to prepare a traffic impact report and parking analysis for an Environmental Impact Report for the Manhattan Village Shopping Center expansion;
2. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall Amend the existing agreement dated December 5th, 2006, and the first Amendment dated January 6, 2009, and all terms and conditions of those Agreements shall continue and remain effective and in full force, with the exception of the Compensation. The Compensation section shall be amended as indicated by this agreement, and shall be in addition to the existing Agreements and as set forth in Exhibit "A", Proposal for Professional Services Amendment Traffic Impact Report- Manhattan Village Shopping Center Expansion, Manhattan Beach, California, dated June 1, 2010. As stated in the Proposal the additional work will be completed in coordination with Gibson Transportation Consulting, Inc and Mr. Pat Gibson will continue to serve as project manager for this study.

2. **Compensation.** CONTRACTOR shall be compensated additionally as follows:

3.1 **Amount.** Compensation under this Second Amendment Agreement shall not exceed Twenty-Five Thousand, Five-Hundred Dollars (\$25,500) as set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference.



IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONTRACTOR

By

CITY OF MANHATTAN BEACH

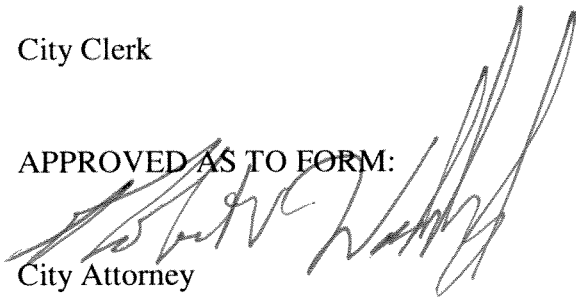
By

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

A handwritten signature in black ink, appearing to be "Robert V. ...", is written over the text "APPROVED AS TO FORM:" and "City Attorney".



June 1, 2010

Ms. Laurie Jester
Community Development Department
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266

**Subject: Proposal for Professional Services Amendment
Traffic Impact Report - Manhattan Village Shopping Center Expansion
Manhattan Beach, California**

Dear Ms. Jester:

Fehr & Peers is pleased to submit this proposal to provide additional professional services for the preparation of a traffic impact report for the above referenced project. This package includes a description of our understanding of the project, the proposed scope of work, and our estimated fee. Fehr & Peers will complete this additional work in coordination with Gibson Transportation Consulting, Inc. and Mr. Pat Gibson will continue to serve as the project manager for this study.

We appreciate the opportunity to submit this proposal and we look forward to working with you to complete this important project.

Sincerely,

FEHR & PEERS


Miguel Nunez
Transportation Planner


Sarah Brandenburg, P.E.
Operations Manager

Enclosures

LA06-1660.03



to Contract
Amendment

SCOPE OF SERVICES
AMENDMENT TO THE
TRAFFIC IMPACT REPORT
FOR THE
MANHATTAN VILLAGE SHOPPING CENTER
MANHATTAN BEACH, CALIFORNIA

PROJECT DESCRIPTION

The owners of Manhattan Village Shopping Center in Manhattan Beach have been exploring expansion plans for the property. The center, located at the southeast corner of Rosecrans Avenue & Sepulveda Boulevard, has a mixture of retail, office and entertainment uses and the plan is to expand the retail and restaurant uses in the center.

The project will most likely be expanded in three stages, but the order of those stages will depend on the marketplace and the economy. Therefore, the likely combinations and permutations of the three basic land use elements will have to be studied.

The shopping center owners have decided on a different nomenclature for their phasing strategy requiring a revision of the draft traffic impact report. They have also determined that the order and timing of the potential development sequence may have to change based on the status of existing leases at the property. Therefore, new scenarios will need to be studied to cover the likely combinations of development possibilities.

These new scenarios will also have to be analyzed based on the potential construction impacts of each alternative.

Fehr & Peers, in association with Gibson Transportation Consulting, Inc., will finalize the draft traffic analysis and the construction impact analysis for City review based on the new scenarios to be studied.

WORK TASKS

1. Participate in up to four (4) team conference calls regarding the traffic analysis.
2. Prepare for and attend up to four (4) team meetings and/or City staff work sessions to work on the refinements to the traffic impact report.
3. Analyze up to two options for project phasing alternatives.
4. Analyze the potential construction impacts of the project
5. Prepare new shared parking analyses based on alternate land uses for the project.
6. Identify the maximum amount of restaurant space that may be built in the project staying within

the traffic and parking parameters of the traffic analysis.

7. Identify the traffic equivalencies of alternate land uses to keep the traffic within the limits identified in the DEIR.
8. Test the traffic equivalencies for alternate land use plans.
9. Work with the water and sewer consultant to test the equivalencies of alternate land use plans.
10. Determine the maximum amount of land use that could be accomplished in each development phase without triggering a traffic impact.
11. Review the revised Project Description, paying particular attention to the section on alternate land uses.
12. Add material to the Project Description regarding the maximum amount of allowable development and the traffic equivalencies of alternate land uses.
13. Write a new Appendix to the traffic report summarizing the traffic equivalency of the alternate land uses.
14. Respond to comments and revisions suggested by the project team.
15. Prepare a revised draft report for team review incorporating the equivalent land use material.
16. Prepare a second draft report for team review incorporating the equivalent land use material.
17. Once approved by the team, present the draft traffic impact report to the City of Manhattan Beach contract traffic engineer.
18. Revise the report to respond to questions/comments by City staff.
19. Submit the revised draft report to Matrix Environmental for incorporation into the DEIR.
20. Prepare for and attend up to three (3) public hearings with Planning Commission/City Council or others to present the results of the study.

BUDGET

The estimated budget for the scope of services defined in this proposal is based upon our normal hourly billing rates, plus reimbursement for direct expenses. As shown on the attached, we estimate that \$25,500 will be needed to complete the tasks above.

Laurie B. Jester

From: Laurie B. Jester
Sent: Wednesday, June 02, 2010 11:55 AM
To: 'Chuck Fancher'; 'Miguel Nunez'
Cc: 'Sarah Brandenburg'; 'Patrick Gibson'; 'Helen Schorr'; 'Stephanie Eyestone-Jones'
Subject: RE: Manhattan Village Shopping Center
Follow Up Flag: Follow up
Flag Status: Red

OK-

I will send the amendment to Council July 6th.

Laurie

From: Chuck Fancher [mailto:fancherco@msn.com]
Sent: Wednesday, June 02, 2010 11:29 AM
To: 'Miguel Nunez'; Laurie B. Jester
Cc: 'Sarah Brandenburg'; 'Patrick Gibson'; 'Helen Schorr'; 'Stephanie Eyestone-Jones'
Subject: RE: Manhattan Village Shopping Center

Laurie – RREEF is okay with the processing of the changed Amendment for Fehr & Peers totaling \$25,500. We assume you will process it within the City & provide Ruth with an executed order, with which she will process the bill for RREEF. Thanks - CHUCK

Reply / Forward from: **Fancher Partners LLC** & **Focus Energy Partners LLC**
 (949) 509-6595

From: Miguel Nunez [mailto:M.Nunez@fehrandpeers.com]
Sent: Tuesday, June 01, 2010 5:03 PM
To: ljester@citymb.info
Cc: Chuck Fancher; Sarah Brandenburg; Patrick Gibson; Helen Schorr; Stephanie Eyestone-Jones
Subject: RE: Manhattan Village Shopping Center

Laurie,

Good afternoon. In May I sent over an amendment request for MVSC. Attached is a revised proposal to update our contract with Manhattan Beach for the MVSC TIA. If you have any questions or require additional information from us, please let me know.

Thanks for your help.

Best,

Miguel Núñez
 Transportation Planner
 Fehr & Peers Transportation Consultants
 201 Santa Monica Boulevard, Suite 500
 Santa Monica, CA 90401
 T: 310 458-9916 ext. 3150
 F: 310 394-7663

Denver | Inland Empire | Orange County | Los Angeles | Reno | Roseville | Salt Lake City | San Diego | San Francisco | San Jose | Seattle | Walnut Creek



06/28/2010

FehrAndPeers.com | CoolConnections.org | SmartGrowthPlanning.org | TrafficCalming.org | TrafficSimulation.org

From: Miguel Nunez
Sent: Tuesday, May 18, 2010 1:12 PM
To: 'ljester@citymb.info'
Cc: 'Chuck Fancher'; Sarah Brandenberg; 'Patrick Gibson'; 'Helen Schorr'
Subject: Manhattan Village Shopping Center

Laurie,

Good afternoon. I'm attaching a proposal to update our contract with Manhattan Beach for the MVSC TIA. If you have any questions or require additional information from us, please let me know.

Thanks for your help.

Best,

Miguel Núñez
Transportation Planner
Fehr & Peers Transportation Consultants
201 Santa Monica Boulevard, Suite 500
Santa Monica, CA 90401
T: 310 458-9916 ext. 3150
F: 310 394-7663
Denver | Inland Empire | Orange County | Los Angeles | Reno | Roseville | Salt Lake City | San Diego | San Francisco | San Jose | Seattle | Walnut Creek

FehrAndPeers.com | CoolConnections.org | SmartGrowthPlanning.org | TrafficCalming.org | TrafficSimulation.org

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 9.0.819 / Virus Database: 271.1.1/2910 - Release Date: 05/31/10 23:25:00

06/28/2010