

**AVALON CITY COUNCIL MEETING  
TUESDAY, AUGUST 18, 2015 – 6:00 P.M.  
CITY HALL COUNCIL CHAMBERS  
410 AVALON CANYON ROAD, AVALON  
A G E N D A**

In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact Denise Radde, City Clerk (310) 510-0220. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35.104 ADA Title II). All public records relating to an agenda item on this agenda are available for the public inspection at the time the records are distributed to all, or a majority of all, members of the City Council. Such records shall be available at City Hall located at 410 Avalon Canyon Rd.

**CALL TO ORDER / ROLL CALL**

**PLEDGE OF ALLEGIANCE / INVOCATION**

**ANNOUNCEMENTS / WRITTEN COMMUNICATIONS**

**PRESENTATION**

1. Proclamation honoring Brandon Hays for his graduation from Coe College and his continuing education efforts.
2. Update from Southern California Edison on Phase II Water Rationing.

**CITY MANAGER REPORT / CITY ATTORNEY REPORT**

**COUNCILMEMBER REPORTS / MAYOR REPORT**

**ORAL COMMUNICATION**

Members of the public may address the City Council at this time. No action will be taken on non-agenda items at this meeting. Speakers should limit comments to three (3) minutes each.

**CONSENT CALENDAR**

1. Actions  
Although the live recording is the official record of public meetings, actions are prepared for the Council's approval.  
Recommended Action  
Approve actions from the July 21, 2015 and August 4, 2015 regular City Council meetings and July 28, 2015 special City Council meeting.
2. Expenditures Submitted for Approval
  - Warrants in the amount of \$941,985.43
  - Electric Fund Transfers in the amount of \$633,805.85
  - Two Payrolls in the amount of \$422,882.62Recommended Action  
Approve total expenditure amount of \$1,998,673.90.

**CITY COUNCIL AGENDA**  
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3. Fiscal Year 2014-2015 4<sup>th</sup> Quarter Treasurer's Report  
At the conclusion of each quarter throughout the fiscal year, the Treasurer is to submit to the City Council a Treasurer's Report summarizing the balances in the bank and investment accounts maintained by the City under the Treasurer's control in accordance with State statute and the City's Municipal Code.  
Recommended Action  
Adopt resolution accepting the Fiscal Year 2014-2015 4<sup>th</sup> Quarter Treasurer's report.
  
4. Vehicle Hearing Assistant  
The Vehicle Hearing Assistant positions assist the Vehicle Hearing Officer and Vehicle Clerk during Vehicle Hearings at City Hall. Mark Tasca was the only individual to submit an application.  
Recommended Action  
Appoint Mark Tasca to the position of Vehicle Hearing Assistant.
  
5. Consideration of a Resolution Approving the Submittal of a Grant Application by the Los Angeles County Metropolitan Transportation Authority (LACMTA) – Passenger Ferry Grant Program for the Redesign and Construction of a New Ferry Terminal at the Cabrillo Mole  
The City Council Goals Document identifies the Cabrillo Mole as a priority under the City Infrastructure category. Staff has been working continuously to identify and pursue grant opportunities for the Cabrillo Mole. Presently grants awarded to the City of Avalon for the Cabrillo Mole total \$3,392,283.  
Recommended Action  
Adopt resolution approving the submittal of the grant application by LACMTA on behalf of the City of Avalon.

**GENERAL BUSINESS**

6. Consideration of the Proposal from City Fabrick to Provide Professional Services for Public Outreach, Design, Permitting, Bidding and Construction Administration for the Avalon Canyon Fit Trail Project  
The City of Avalon was awarded a grant from the Los Angeles County Regional Park and Open Space District - 4<sup>th</sup> Supervisorial District, in the amount of \$299,700 to design and construct an outdoor fitness trail along Avalon Canyon Road (beginning at Peoples Park and ending at Joe Machado Field).  
Recommended Action  
Authorize the City Manager to enter into an agreement with City Fabrick for an amount not-to-exceed \$17,500 to provide professional services for the purpose of providing Outreach and Schematic Design, Design Development, Construction Documents, Permitting, Bidding and Construction Administration for the Avalon Canyon Fit Trail Project.

**CITY COUNCIL AGENDA  
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7. Renewal Consideration to Execute Contract with Parkins and Associates  
The updated proposed contract for 2015-2016 will include a very limited agronomic program for the Joe Machado Field in light of the drought situation, which precludes overseeding due to the large volume of water needed to sprout new seed. Additionally, contract proposes to include design work for the ornamental planters throughout Avalon. This design work will include a City-wide arborist consultation, creation of a tree list, presentation of the design in collaboration with the James H. Ackerman Native Plant Nursery in Middle Ranch, Ewing Irrigation, and the Public Works Department.

Recommended Action

Consider the contract renewal from Parkins and Associates for the Joe Machado Field agronomic program, City-wide arborist consultation, and design of ornamental planters and park spaces in Avalon and authorize Staff to execute a contract.

8. Consideration to Award Lease Contract at Joe Machado Field Concession Stand  
City Staff advertised the Request for Proposal for Joe Machado Field Concession Stand for four weeks, and the City received two complete proposals. These proposals were thoroughly reviewed by City Staff and Councilmember Hernandez. An interview process took place on August 10, 2015. Based upon experience and qualifications the interview panel is making a unanimous recommendation.

Recommended Action

Award contract to Ivan Leyva for the Joe Machado Field Concession Stand contract and authorize Staff to execute a lease contract.

**CLOSED SESSION**

1. PUBLIC EMPLOYMENT  
Title: Human Resources

**NOTICE OF POSTING**

I, Denise Radde, declare that the City Council Agenda August 18, 2015 was posted on Wednesday, August 12, 2015, on the City's website [www.cityofavalon.com](http://www.cityofavalon.com), and at City Hall, 410 Avalon Canyon Road. Copies of agendas and staff reports are available at City Hall and on the City website.



Denise A. Radde, City Clerk / Chief Administrative Officer

CITY OF AVALON CITY COUNCIL

MEETING DATE: August 18, 2015

AGENDA ITEM: 1

ORIGINATING DEP: City Clerk

CITY MANAGER: BA

PREPARED BY: Denise Radde, City Clerk

SUBJECT: City Council Actions

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**RECOMMENDED ACTION(S):** Approve City Council Actions from the regular City Council meetings on July 21, 2015 and August 4, 2015 and the Special City Council meeting on July 28, 2015.

**REPORT SUMMARY:** Although the live recording is the official record of public meetings, actions are prepared for the Council's approval.

**FISCAL IMPACTS:** N/A

**GOAL ALIGNMENT:** To be determined.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** N/A

**FOLLOW UP ACTION:** File Actions in the City Clerk's office.

**ADVERTISING, NOTICE AND PUBLIC CONTACT:** This item was properly listed on the posted agenda pursuant to the Brown Act.

**ATTACHMENTS:** City Council Actions will be provided under separate cover.

CITY OF AVALON CITY COUNCIL

**MEETING DATE:** August 18, 2015  
**ORIGINATING DEP:** Finance  
**PREPARED BY:** Robert Mescher, Finance Director  
**SUBJECT:** Warrants

**AGENDA ITEM:** 2  
**CITY MANAGER:** [Signature]

**RECOMMENDED ACTION(S):** Approve the warrants in the amount of \$941,985.43, EFTS in the amount of \$633,805.85 and two payrolls in the amount of \$422,882.62, for a total expenditure of \$1,998,673.90.

**REPORT SUMMARY:**

US Bank Warrants FY 15 #20664-20722 - \$248,720.86 – July 15, 2015
US Bank Warrants FY 16 #20723-20746 - \$93,839.34 – July 17, 2015
Payroll - \$214,241.32 – July 24, 2015
EFT – State Board of Equalization - \$350.00 – July 24, 2015
EFT – CalPERS Retirement, Unfunded Accrued Liability - \$602,838.00 – July 29, 2015
US Bank Warrants FY 15 #20747-20780 - \$296,749.82 – July 31, 2015
US Bank Warrants FY 16 #20781-20840 - \$302,675.41 – July 31, 2015
EFT – CalPERS Retirement - \$30,617.85 – August 6, 2015
Payroll - \$208,641.30 – August 7, 2015

**GOAL ALIGNMENT:** Ongoing meeting of City obligations.

**FISCAL IMPACTS:** There are sufficient funds available, and the expenditures are included in the adopted 2014-2015 and the adopted 2015-2016 budget.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** N/A

**FOLLOW UP ACTION:** N/A

**ADVERTISING, NOTICE AND PUBLIC CONTACT:** Pursuant to the Brown Act.

**ATTACHMENTS:** Audit Certificate and Warrant List.

RECORD OF PAYMENTS MADE DATES BELOW FOR COUNCIL MEETING OF AUGUST 18, 2015

			MONTH OF JULY & AUGUST 2015	
US BANK WARRANTS FY 15 #20664-20722	\$	248,720.86		7/15/2015
US BANK WARRANTS FY16 #20723-20746	\$	93,839.34		7/17/2015
US BANK WARRANTS FY 15 #20747-20780	\$	296,749.82		7/31/2015
US BANK WARRANTS FY 16 #20781-20840	\$	302,675.41		7/31/2015
PAYROLL	\$	214,241.32		7/24/2015
PAYROLL	\$	208,641.30		8/7/2015
EFT - STATE BOARD OF EQUALIZATION	\$	350.00		7/24/2015
EFT - CALPERS RETIREMENT	\$	602,838.00		7/29/2015
EFT - CALPERS RETIREMENT	\$	30,617.85		8/6/2015

\$ 1,998,673.90

TOTAL DISBURSEMENTS

**\$ 1,998,673.90**

CERTIFICATE

IN ACCORDANCE WITH SECTION 32702 OF THE GOVERNMENT CODE, I CERTIFY THAT THE ABOVE DEMANDS ARE ACCURATE AND THAT FUNDS ARE AVAILABLE FOR PAYMENT.

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

EXECUTED THIS 18TH DAY OF AUGUST 2015

APPROVED AND AUDITED  
THIS 18TH DAY OF AUGUST 2015

AUDIT COMMITTEE - RICHARD HERNANDEZ

FINANCE DIRECTOR - ROBERT MESCHER

AUDIT COMMITTEE - CINDE CASSIDY

AVALON CITY COUNCIL  
MEETING OF AUGUST 18, 2015

FY15

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
20664	07/15/15	540.00	ADVANCED WIRING	IT SERVICES - COUNCIL
20665	07/15/15	62.70	AIR SOURCE INDUSTRIES	SUPPLIES - FIRE
20666	07/15/15	5,056.90	AMMA TRANSIT PLANNING	CONTRACT SVC - ADMIN
20667	07/15/15	10,650.00	ARBOR WORKS	SERVICE - PUBLIC WKS
20668	07/15/15	17,968.59	AVALON FUEL FACILITIES	RESALE FUEL - FD
20668	07/15/15	3,494.75	AVALON FUEL FACILITIES	FUEL - ALL DEPTS
20669	07/15/15	11,843.62	AVALON MOORING & DIVING	SERVICE - HARBOR
20670	07/15/15	71,249.09	BEST, BEST & KRIEGER, LLP	CONTRACT SVC - MAY 15
20671	06/10/10	3,814.07	BEYOND SOFTWARE SOLUTIONS	CONTRACT SVC - ADMIN
20672	07/15/15	263.43	CATALINA BEVERAGE CO.	SUPPLIES - ALL DEPTS
20673	07/15/15	1,703.69	CATALINA FREIGHT LINE	SUPPLIES - ALL DEPTS
20674	07/15/15	173.00	CIMC	EMPLOYEE PY
20675	07/15/15	612.10	CATALINA ISLAND PLUMBING	SERVICE - PUBLIC WKS
20676	07/15/15	325.00	CATALINA STEAM CLEANING	CONTRACT SVC - HARBOR
20677	07/15/15	12,854.04	CDW GOVERNMENT	SUPPLIES - IT
20678	07/15/15	-	VOID - PRINTER ERROR	VOID - PRINTER ERROR
20679	07/15/15	-	VOID - PRINTER ERROR	VOID - PRINTER ERROR
20680	07/15/15	1,147.43	CHET'S HARDWARE	SUPPLIES - ALL DEPTS
20681	07/15/15	568.98	COORDINATED WIRE ROPE & RIG.	SUPPLIES - HARBOR
20682	07/15/15	725.89	CREATIVE SCREEN ART	SUPPLIES - GARAGE
20683	07/15/15	5,265.00	CUSTOMER CENTER GRP., LLC	SUPPLIES - RECREATION
20684	07/15/15	427.29	DAILY SAW SERVICE	SUPPLIES - GARAGE
20685	07/15/15	904.80	DELL MARKETING, L.P.	SUPPLIES - IT
20686	07/15/15	32.00	DEPARTMENT OF JUSTICE	SERVICE - FINANCE
20687	07/15/15	180.00	DEWEY PEST CONTROL	SERVICE - ADMIN
20688	07/15/15	11,250.47	EDISON	UTILITIES - ALL DEPTS
20689	07/15/15	3,272.50	ENVIRON STRATEGY CONSULTANTS	JUNE 2015 - OT
20690	07/15/15	338.90	GALLS, LLC	UNIFORMS - HARBOR
20691	07/15/15	2,199.92	GRAINGER	SUPPLIES - HBR/GARAGE
20692	07/15/15	3,600.00	GRANICUS, INC.	SUPPLIES - IT
20693	07/15/15	642.31	HAMILTON, KATHERINE	CONTRACT SVC - ADMIN
20694	07/15/15	4,618.00	IRON MOUNTAIN, INC.	SERVICE - ADMIN
20695	07/15/15	9,117.92	JORDAHL CONSTRUCTION	EMER. RPR WK - PW
20696	07/15/15	1,665.67	KOFF & ASSOCIATES, INC.	CONTRACT SVC - ADMIN
20697	07/15/15	86.90	MATTHEWS	SUPPLIES - CEMETERY
20698	07/15/15	239.90	MCM ELECTRONICS	SUPPLIES - HARBOR
20699	07/15/15	7,253.57	MCMMASTER-CARR	SUPPLIES - ALL DEPTS
20700	07/15/15	696.00	MR. NING'S	SENIOR MEALS - JUNE 15
20701	07/15/15	665.88	NAPA AUTO PARTS	SUPPLIE - GARAGE
20702	07/15/15	2,692.70	NORTHWIND REFRIGERATION	SERVICE - ADMIN
20703	07/15/15	90.00	NORTON MEDICAL INDUSTRIES	SERVICE - ADMIN
20704	07/15/15	625.02	OUTDRIVE EXCHANGE	SUPPLIES - GARAGE
20705	07/15/15	869.50	PARKINS & ASSOCIATES	CONTRACT SVC - REC
20706	07/15/15	40.67	PETTY CASH - HARBR	SUPPLIES - FD/HBR
20707	07/15/15	434.18	PORT SUPPLY	SUPPLIES - GARAGE
20708	07/15/15	2,012.50	POST, ROCKY	CONTRACT SVC - ADMIN
20709	07/15/15	300.97	PRAXAIR	SUPPLIES - HBR/GARAGE
20710	07/15/15	486.13	QUILL CORP.	SUPPLIES - ALL DEPTS
20711	07/15/15	1,200.00	RBF CONSULTING	CONTRACT SVCS - ADMIN
20712	07/15/15	32,152.68	REGIONAL GOVERNMENT SVCS	CONTRACT SVC - PLN/ADMIN

20713	07/15/15	3,506.25	ROSENOW SPEVACEK GROUP	CONTRACT SVC - SA
20714	07/15/15	421.21	SAFEWAY, INC	SUPPLIES - ALL DEPTS
20715	07/15/15	877.28	STATE BOARD OF EQUALIZATION	QTRLY FEES - FD
20716	07/15/15	1,937.00	STATE LANDS COMMISSION	LEAST PYMT - HARBOR
20717	07/15/15	251.00	TANAYA E. ARTEAGA	REFUND - CITATIONS
20718	07/15/15	2,700.00	TILLEY CRANE INSPECTION	SERVICE - GARAGE
20719	07/15/15	49.50	UNDERGROUND SVC ALERT	SERVICE - PLANNING
20720	07/15/15	202.96	WALTERS WHOLESAL	SUPPLIES - HARBOR
20721	07/15/15	561.00	WILMINGTON PROPELLER SERVICE	SUPPLIES - GARAGE
20722	07/15/15	1,800.00	WITTMAN ENTERPRISES	SERVICE - FINANCE

**\$ 248,720.86**

AVALON CITY COUNCIL  
MEETING OF AUGUST 18, 2015

FY 15

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
20747	07/31/15	2,347.50	AMMA TRANSIT PLANNING	CONTRACT SVC - MAY 2015
20748	07/31/15	768.00	ANTONIO'S	SENIOR MEALS - JUNE 2015
20749	07/31/15	4,853.10	AT & T	COMMUNICATIONS - ALL DEPTS
20750	07/31/15	445.24	AT & T LONG DISTANCE	LONG DISTANCE - ALL DEPTS
20751	07/31/15	119,492.19	AVALON ENVIRONMENTAL SVCS	CONTRACT SVC - JUNE 2015
20752	07/31/15	133.83	BLUE TARP FINANCIAL	SUPPLIES - GARAGE
20753	07/31/15	5,389.87	CATALINA BEVERAGE	SUPPLIES - ALL DEPTS
20754	07/31/15	185.86	CATALINA BROADBAND SOLUTIONS	SERVICE - ALL DEPTS
20755	07/31/15	27,346.20	CATALINA EXPRESS	2ND HLF JN 2015 - SUBSIDY
20755	07/31/15	37.25	CATALINA EXPRESS	TRAVEL - LASD
20756	07/31/15	173.00	CIMC	EMPLOYEE PHYSICALS
20757	07/31/15	5,390.72	CATALINA ISLANDER	ADVERTISING - ALL DEPTS
20758	07/31/15	14,850.69	CO. OF LA SHERIFF'S DEPTS	WATERFRONT PT - JUNE 2015
20759	07/31/15	153.90	CONNOLLY PACIFIC CO.	SUPPLIES - PUBLIC WKS
20760	07/31/15	29,924.06	CO. OF LA FIRE DEPARTMENT	CONTRACT SVC - AB EVENT
20761	07/31/15	29,792.19	EDISON	UTILITIES - ALL DEPTS
20762	07/31/15	215.00	ESGIL CORPORATION	PLAN CK SVCS - PLANNING
20763	07/31/15	11,720.16	EVOQUA	BIOXIDE - WWTP
20764	07/31/15	5,071.36	HOTEL METROPOLE	LODGING - LASD
20765	07/31/15	37.00	ISLAND EXPRESS	FREIGHT - GARAGE
20766	07/31/15	409.68	JORDAHL CONSTRUCTION	SUPPLIES - FIRE
20767	07/31/15	8.01	NAPA AUTO SUPPLY	SUPPLIES - GARAGE
20768	07/31/15	17,079.45	PARSAC	QTRLY SIR - ALL DEPTS
20769	07/31/15	209.69	QUILL CORP.	SUPPLIES - ALL DEPTS
20770	07/31/15	922.50	MICHAEL BAKER INTERNATIONAL	CONTRACT SVC - JUNE 2015
20771	07/31/15	221.49	RICOH USA, INC	SUPPLIES - PLANNING
20772	07/31/15	5,346.00	ROYAL PACKAGING	SUPPLIES - HARBOR
20773	07/31/15	368.22	SANTA CATALINA ISL. RESORT SVC	UTILITIES - ADMIN
20774	07/31/15	11,331.25	SEAWAY CO. OF CATALINA	RESALE FUEL - FD
20775	07/31/15	-	VOID - PRINTER ERROR	VOID - PRINTER ERROR
20776	07/31/15	316.58	STEAMX, LLC	SUPPLIES - GARAGE
20777	07/31/15	34.40	STOTZ EQUIPMENT	SUPPLIES - RECREATION
20778	07/31/15	1,012.50	SUPERIOR COURT OF LA	PARKING CITATIONS - 6/15
20779	07/31/15	199.41	US BANK	SUPPLIES - GARAGE
20780	07/31/15	963.52	VERIZON WIRELESS	COMMUNICATIONS - ALL DEPTS

**\$ 296,749.82**

AVALON CITY COUNCIL  
MEETING OF AUGUST 18, 2015

FY 16

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
20781	07/31/15	203.00	AMERIFLEX	FSA ADMIN FEES - ADMIN
20782	07/31/15	596.88	ANTHEM BLUE CROSS	COBRA PYMT - AUG 2015
20783	07/31/15	37.72	ART, CAPS N' DESIGN	SUPPLIES - HARBOR
20784	07/31/15	321.04	AT & T	COMMUNICATIONS - FIRE
20785	07/31/15	249.00	AT & T MOBILITY	COMMUNICATIONS - HARBOR
20786	07/31/15	288.01	AVALON BOAT STAND	SERVICE - GARAGE
20787	07/31/15	3,714.64	BEYOND SOFTWARE SOLUTIONS	CONTRACT SVC - ADMIN
20788	07/31/15	800.00	CAL. BOATING SAFETY OFFICERS	YRLY DUES - HARBOR
20789	07/31/15	2,427.00	CAL. CONTRACT CITIES ASSOC.	YRLY DUES - FY 16
20790	07/31/15	213.60	CARUSO FORD	SUPPLIES - GARAGE
20791	07/31/15	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
20792	07/31/15	5,402.61	CATALINA BEVERAGE	SUPPLIES - ALL DEPTS
20793	07/31/15	1,896.83	CATALINA BROADBAND SOLUTIONS	SERVICE - ALL DEPTS
20794	07/31/15	26,275.20	CATALINA EXPRESS	1ST HLF JY 15 - SUBSIDY
20794	07/31/15	3,537.75	CATALINA EXPRESS	TRAVEL - USC BAND
20794	07/31/15	149.00	CATALINA EXPRESS	TRAVEL - RECREATION
20795	07/31/15	46.86	CATALINA FREIGHT LINE	FREIGHT - ALL DEPTS
20796	07/31/15	172.00	CATALINA ISLAND BREW HOUSE	SUPPLIES - ALL DEPTS
20797	07/31/15	135.00	CATALINA ISLAND PLUMBING	SERVICE - PIER RESTROOMS
20798	07/31/15	38.00	CATALINA LAUNDRY	SERVICE - GARAGE
20799	07/31/15	2,417.15	CHET'S HARDWARE	SUPPLIES - ALL DEPTS
20800	07/31/15	722.40	COLLINS COLLINS MUIR & STEWARD	LITIGATION COSTS - ADMIN
20801	07/31/15	1,400.10	CUMMINS CAL PACIFIC, LLC	SUPPLIES - GARAGE
20802	07/31/15	293.82	DAHL, TOM	LASD SUBSISTENCE
20803	07/31/15	227.49	DAILY SAW SERVICE, INC.	SUPPLIES - GARAGE
20804	07/31/15	4,860.00	CONSTRUCTORS PLUS	CONTRACT SVC - ADMIN
20805	07/31/15	3,960.00	CONSTRUCTORS PLUS	CONTRACT SVC - ADMIN
20806	07/31/15	136,755.41	DEPT. OF PARKS & RECREATION	ANNL LOAN PAYMENT - HBR
20807	07/31/15	5,887.79	EDISON	UTILITIES - ALL DEPTS
20808	07/31/15	271.45	EMEDCO	SUPPLIES - FIRE
20809	07/31/15	675.50	FAIRFAX ELECTRONICS, INC	SUPPLIES - HARBOR
20810	07/31/15	901.35	FIRE ACE, INC.	SERVICE - ADMIN
20811	07/31/15	202.12	GALLIVER, JIM	LASD SUBSISTENCE
20812	07/31/15	229.90	GRAINGER	SUPPLIES - FIRE
20813	07/31/15	255.38	HD SUPPLY FACILITIES MAINT.	SUPPLIES - HARBOR
20814	07/31/15	2,477.50	HELVETIC CONSULTING, INC.	CONTRACT SVC - PLANNING
20815	07/31/15	6,281.84	JORDAHL CONSTRUCTION	EMER. RPR WK/HHW DISPOSAL
20816	07/31/15	150.63	KAHAN, STEVE	LASD SUBSISTENCE
20817	07/31/15	1,950.62	LICARI, TONY	CONTRACT SVC - AUG 2015
20818	07/31/15	844.63	MATTHEWS	SUPPLIES - CEMETERY
20819	07/31/15	1,216.95	MCMASTER-CARR	SUPPLIES - HARBOR
20820	07/31/15	1,261.74	MED-TECH RESOURCE	SUPPLIES - FIRE
20821	07/31/15	459.96	MEYERS FOZI, LLP	LITIGATION COSTS - ADMIN
20822	07/31/15	757.41	NAPA AUTO PARTS	SUPPLIES - GARAGE
20823	07/31/15	313.85	NEWHALL COFFEE ROASTING	SUPPLIES - FIRE
20824	07/31/15	2,275.00	OMB ELECTRICAL ENGINEERS, INC.	SENIOR MEALS - MAY 15
20825	07/31/15	990.75	OUTDRIVE EXCHANGE	SUPPLIES - GARAGE
20827	07/31/15	125.00	PINS ADVANTAGE, INC.	SERVICE - AUG 2015
20826	07/31/15	4,140.69	PARSAC	SIR BALANCE - CAMPOS
20828	07/31/15	705.90	PORT SUPPLY	SUPPLIES - HARBOR
20829	07/31/15	64.13	PRAXAIR	SUPPLIES - GARAGE
20830	07/31/15	788.08	QUILL CORP.	SUPPLIES - ALL DEPTS
20831	07/31/15	162.12	RICH, JAMES	LASD SUBSISTENCE
20832	07/31/15	904.75	RICOH AMERICAS CORP.	COPIER LEASE - PLANNING
20833	07/31/15	694.46	RIPPETOE LAW, P.C.	LITIGATION COSTS - ADMIN
20834	07/31/15	660.00	SANTA CATALINA ISL. RESORT SVC	PARKING RENT - HARBOR
20835	07/31/15	468.96	SATCOM GLOBAL FZE	SERVICE - FIRE
20836	07/31/15	62,429.07	SEAWAY CO. OF CATALINA	RESALE FUEL - FD
20836	07/31/15	1,815.13	SEAWAY CO. OF CATALINA	FUEL - ALL DEPTS
20837	07/31/15	4,832.70	SUNGARD PUBLIC SECTOR	ANNL RENEWAL FEE - FINANCE
20838	07/31/15	59.63	UNITED PARCEL SERVICE	FREIGHT - GARAGE/ADMIN
20839	07/31/15	185.74	UPTON, CHUCK	LASD SUBSISTENCE
20840	07/31/15	94.17	WITMER PUBLIC SAFETY GRP	SUPPLIES - FIRE

\$ 302,675.41

CITY OF AVALON CITY COUNCIL

MEETING DATE: August 4, 2015

AGENDA ITEM: 3

ORIGINATING DEP: Finance

CITY MANAGER: 

PREPARED BY: Christy Lins, Treasurer  
Chris Woidzik, Interim Chief Financial Officer

SUBJECT: Fiscal Year 2014-15 4th Quarter Treasurer's Report

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**RECOMMENDED ACTION(S):** Adopt the resolution accepting the FY2014-15 4<sup>th</sup> Quarter Treasurer's report.

**REPORT SUMMARY:** At the conclusion of each quarter throughout the fiscal year, the Treasurer is to submit to the City Council a Treasurer's report summarizing the balances in the bank and investment accounts maintained by the City under the Treasurer's control in accordance with State statute and the City's Municipal Code.

Accordingly, attached is the 4<sup>th</sup> Quarter Treasurer's report which is the final report for FY2014-15. As presented in these reports, the City has its funds deposited in several bank accounts designated for specific operating purposes as named on the accounts. The City invests its monies not needed for current operations within its LAIF investment account administered by the California State Treasurer.

Also presented on each Treasurer's report is information on accounts maintained by the City with oversight by the Treasurer that pertain to other entities the City oversees to provide a full disclosure of all monies handled by the City.

**GOAL ALIGNMENT:** City finances.

**FISCAL IMPACTS:** Not applicable.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** Non-compliance with State statute and City Municipal Code.

**FOLLOW UP ACTION:** Fully accept Treasurer's 4<sup>th</sup> Quarter report and resolution document and file with appropriate staff.

**ADVERTISING, NOTICE AND PUBLIC CONTACT:** Pursuant to the Brown Act.

**ATTACHMENTS:**

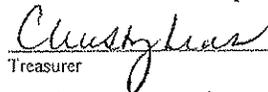
1. 4th Quarter FY2014-15 Treasurer's Report

CITY OF AVALON  
 QUARTERLY TREASURER'S REPORT  
 JUNE 30, 2015

NAME OF ISSUER/TYPE OF INVESTMENT	BOOK	INTEREST RATE	MATURITY	MARKET VALUE
<b>CITY INVESTMENT POOL:</b>				
US BANK CHECKING ACCOUNT - GENERAL	\$ 622,895.26	n/a	On demand	\$ 622,895.26
US BANK CHECKING ACCOUNT - PAYROLL	79,168.49	n/a	On demand	79,168.49
US BANK CHECKING ACCOUNT - FLEX BENEFITS	9,264.57	n/a	On demand	9,264.57
PETTY CASH	500.00	n/a	On demand	500.00
LOCAL AGENCY INVESTMENT FUND (LAIF) (STATE TREASURER'S INVESTMENT POOL)	11,921,452.64	0.30%	On demand	11,925,014.17
<b>TOTAL CITY INVESTMENT POOL</b>	<b>\$ 12,633,280.96</b>			<b>\$ 12,636,842.49</b>
<b>TREASURER OVERSIGHT OF OTHER ACCOUNTS:</b>				
US BANK CHECKING ACCOUNT - FLEX BENEFITS	\$ 29,246.23	n/a	On demand	\$ 29,246.23
HOUSING AUTHORITY - US BANK CHECKING ACCOUNT (LOW MODERATE INCOME HOUSING ASSET FUND)	462,425.82	n/a	On demand	462,425.82
SUCCESSOR AGENCY TO ACIA - US BANK CHECKING ACCOUNT	25,132.70	n/a	On demand	25,132.70
SUCCESSOR AGENCY TO ACIA - LAIF ACCOUNT	2,520,855.81	0.30%	On demand	2,521,608.92
US BANK (AS TRUSTEE) - AVALON COMMUNITY IMPROVEMENT AGENCY AVALON COMMUNITY IMPROVEMENT PROJECT 2003 TAX ALLOCATION BONDS - SERIES A	156,654.55	0.30%	On demand	156,654.55
US BANK (AS TRUSTEE) - AVALON COMMUNITY IMPROVEMENT AGENCY 2003 TAXABLE HOUSING TAX ALLOCATION BONDS - SERIES B	4,070,240.29	0.30%	On demand	4,070,240.29
<b>TOTAL TREASURER OVERSIGHT OF OTHER ACCOUNTS</b>	<b>\$ 7,264,555.40</b>			<b>\$ 7,265,308.51</b>
<b>TOTAL TREASURER OVERSIGHT OF FUNDS</b>	<b>\$ 19,897,836.36</b>			<b>\$ 19,902,151.00</b>

*Note: Market values were obtained from LAIF and US Bank.*

Under the provision of Section 53646 of the California Government Code, the Treasurer or Chief Fiscal Officer shall render a report to the City Council and City Manager, at least quarterly, detailing information on all securities, investments and moneys of the City. This quarterly report complies with the current Investment Policy adopted by the City Council on January 20, 2015. The City has enough funds on hand to meet the anticipated expenditure requirements for the next six months.

  
 Treasurer

  
 Interim Chief Financial Officer

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF AVALON/SUCCESSOR AGENCY TO THE AVALON COMMUNITY  
IMPROVEMENT AGENCY ADOPTING  
THE TREASURER'S INVESTMENT REPORT FOR  
FISCAL YEAR 2014/2015 4th QUARTER**

The City Council of the City of Avalon/Successor Agency does determine, find and resolve as follows:

**Section 1.** The Treasurer's Investment Reports are hereby adopted and approved.

**PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of August, 2015.

Ayes:  
Noes:  
Absent:  
Abstain:

\_\_\_\_\_  
Ann H. Marshall, Mayor

ATTEST:

\_\_\_\_\_  
Denise A. Radde, City Clerk

**CITY OF AVALON CITY COUNCIL**

**MEETING DATE:** Aug. 18, 2015

**AGENDA ITEM:** 4

**ORIGINATING DEP:** Administration

**CITY MANAGER:** BA

**PREPARED BY:** Dudley Morand, Administrative Assistant (Vehicle Clerk)

**SUBJECT:** Vehicle Hearing Assistant

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**RECOMMENDED ACTION(S)** Appoint Mark Tasca to the position of Vehicle Hearing Assistant.

**REPORT SUMMARY:**

On June 19, 2015, a notice for two open positions for Vehicle Hearing Assistants was posted and published. The Vehicle Hearing Assistant positions assist the Vehicle Hearing Officer and Vehicle Clerk during Vehicle Hearings at City Hall. The deadline for filing applications was July 17, 2015.

Mark Tasca was the only individual to submit an application. Mr. Tasca has admirably volunteered his services in this position for the past 12 years, and works well with the Hearing Officer and Vehicle Clerk.

There were no other applicants to fill the second open position.

**GOAL ALIGNMENT:** Not aligned.

**FISCAL IMPACTS:** N/A

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** Positions would have to be re-noticed.

**FOLLOW UP ACTION:**

Implement City Council direction.

**ADVERTISING, NOTICE AND PUBLIC CONTACT:** This item was properly listed on the posted agenda pursuant to the Brown Act.

**ATTACHMENTS:**

1. Mr. Tasca's Application
2. Copy of Notice



## NOTICE VEHICLE HEARING ASSISTANT

Resolution of the Avalon City Council provides for two City Council appointed, volunteer, assistants to sit with the Vehicle Hearing Officer and Vehicle Clerk at all hearings. The Hearing Officer shall have final responsibility for all vehicle decisions.

Avalon residents interested in serving a two year term assisting and providing information and recommendations to the Hearing Officer may pick up an application at Avalon City Hall, Monday through Friday 8:00 to 5:00. Applications will be accepted until **5:00 P.M. July 17, 2015.**

The City of Avalon does not discriminate in making appointments upon any basis prohibited by law including race, color, creed, religion, age, sex, national origin, ancestry, sexual orientation, marital status, military status or disability. None of the questions or information requested in this application is intended to discriminate based upon any status protected by law.

CITY OF AVALON  
VEHICLE HEARING ASSISTANT

Received  
7/15/15  
D

Application Form

Resolution of the Avalon City Council provides for two City Council appointed, volunteer, assistants to sit with the Vehicle Hearing Officer and Vehicle Clerk at all hearings. The Hearing Officer shall have final responsibility for all vehicle decisions.

Avalon residents interested in serving a two year term assisting and providing information and recommendations to the Hearing Officer should complete the following application. Please attach any additional documentation to help in the selection process.

The City of Avalon does not discriminate in making appointments upon any basis prohibited by law including race, color, creed, religion, age, sex, national origin, ancestry, sexual orientation, marital status, military status or disability. None of the questions or information requested in this application is intended to discriminate based upon any status protected by law.

(Please Print)

NAME: MARK N. TASCA  
ADDRESS: 330 CLARESSA AVE / P.O. 1447  
PHONE: HOME 310.570.0335 CELL 310.889.8390  
YEARS OF AVALON RESIDENCY: 44  
ABLE TO ATTEND DAYTIME/WEEKDAY HEARINGS: YES  
VEHICLE(S) YOU OWN /OPERATE IN AVALON: Residential Autoette   
Residential Vehicle(s)  Commercial Autoette  Commercial Vehicle(s)   
DATE: 15 JULY 2015 SIGNATURE: [Signature]

Please return on or before **July 17, 2015** to Avalon City Hall, 410 Avalon Canyon Rd., PO Box 707 Avalon, CA 90704. Call 310-510-0220 with any questions.

15 July 2015

Honorable Mayor Marshall, City Council Members and City staff.

By way of introduction my name is Mark Tasca.

I have been a resident of the City of Avalon for the past 38 years and before that with a short break, 6 years. I realized early on that I wanted to give back to the community and not just "take". I served on the Avalon Harbor Committee for 14 years, Avalon Planning Commission for 6 years, I also ran for Avalon City Council for 4 times. I have served on the 'Avalon Citizens Vehicle Planning Committee' for the length of that body, 14 months.

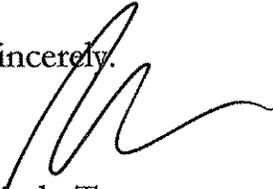
I have been an assistant to the Vehicle Hearing Officer for the last 12 Years.

Currently, I am serving as President of the Avalon Hospital Auxiliary.

I do believe **'good, effective government needs all forms of participation and dedication'**.

Once again, I would like to participate and serve.

Sincerely,



Mark Tasca

p.o.box 1647

Avalon, Ca. 90704-1647

[tasca@catalinaisp.com](mailto:tasca@catalinaisp.com)

310.510.0335 h/o

310.889.8390 cell

**CITY OF AVALON CITY COUNCIL**

**MEETING DATE:** August 18, 2015

**AGENDA ITEM:** 5

**ORIGINATING DEP:** Planning

**CITY MANAGER:** RA

**PREPARED BY:** Audra McDonald, Administrative Analyst

**SUBJECT:** Consideration of a Resolution approving the submittal of a grant application by the Los Angeles County Metropolitan Transportation Authority (LACMTA) on behalf of the City of Avalon to the Federal Transit Administration; Passenger Ferry Grant Program for the redesign and construction of a new ferry terminal at the Cabrillo Mole.

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**RECOMMENDED ACTION(S):** Adopt the Resolution approving the submittal of the grant application by LACMTA on behalf of the City of Avalon.

**REPORT SUMMARY:** The City Council Goals Document, updated March 17, 2015, identifies the Cabrillo Mole as a priority under the City Infrastructure category. Specifically, the goals document directs the development of a comprehensive plan for the repair/rebuild of the Cabrillo and detailed funding requirements including grant opportunities.

Staff has been working continuously to identify and pursue grant opportunities for the Cabrillo Mole. Presently grants awarded to the City of Avalon for the Cabrillo Mole total \$3,392,283 and are broken down as follows:

- \$2,400,000 Ferry Boat Discretionary Grant awarded in 2012 to repair the underside of the Cabrillo Mole and build shade structure on the top side. Required City match of \$600,000.
- \$992,283 Ferry Boat Formula Grant awarded in 2015 to rebuild the Cabrillo Mole Restrooms. Required City match of \$198,457.

The City was advised that a Notice of Funding Availability (NOFA) had been issued on August 3, 2015. City and LACMTA staff convened a meeting and determined the redesign and reconstruction of the Cabrillo Mole Ferry Terminal would be an eligible project as outlined by the grant requirements. LACMTA is required to be the applicant on behalf of the City due to the type of funding. The grant application is due October 2, 2015. The funding availability amount is \$20 Million.

**GOAL ALIGNMENT:** City Infrastructure; Cabrillo Mole.

**FISCAL IMPACTS:** The grant program requires a twenty percent match. The fiscal impacts will be dependent on the preliminary cost estimate which will determine the grant request.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** If the Resolution is not approved the application for cannot be processed.

**FOLLOW UP ACTION:** If Council concurs with recommended action:

- Develop a general cost estimate to reconstruct the Cabrillo Mole Ferry Terminal.
- Work with LACMTA staff to develop the grant application.

**ADVERTISING, NOTICE AND PUBLIC CONTACT:** Pursuant to the Brown Act.

**ATTACHMENTS:**

1. Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVALON APPROVING  
THE SUBMITTAL OF AN APPLICATION BY THE LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY ON BEHALF OF THE CITY OF  
AVALON TO THE FEDERAL TRANSIT ADMINISTRATION SECTION 5307  
URBANIZED AREA FORMULA GRANTS; PASSENGER FERRY GRANT PROGRAM  
FOR THE PURPOSE OF CONSTRUCTING A NEW TERMINAL**

WHEREAS, the Federal Transit Administration has released of Notice of Funding from Section 5307 Urbanized Area Formula Grants; Passenger Ferry Grant Program; and

WHEREAS, the City of Avalon must authorize the Los Angeles County Metropolitan Transportation Authority to submit the grant to the FTA on behalf of the City; and

WHEREAS, approximately one million passengers annually utilize the Cabrillo Mole Ferry Terminal; and

WHEREAS, the Cabrillo Mole Ferry Terminal is the only landing facility for cross channel ferries; and

WHEREAS, the Cabrillo Mole Ferry Terminal is need of modernization and upgrades; and

WHEREAS, the amenities available at the Cabrillo Mole Ferry Terminal are substandard; and

WHEREAS, The Cabrillo Mole Ferry Terminal is nearing the end of its useful life; and

WHEREAS, the Cabrillo Mole Ferry Terminal is listed as a priority of the City Council and is referenced as such in the document titled "City Council Goals", updated March 17, 2015.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Avalon hereby approves the submittal of the application for Cabrillo Mole Ferry Terminal Restroom Reconstruction Project from the State of California Department of Transportation.

Passed, Approved and Adopted on the 18<sup>th</sup> day of August, 2015.

I, the undersigned, hereby that the foregoing Resolution Number \_\_\_\_\_ was duly adopted by the City Council of the City of Avalon following a roll call vote:

Ayes:

Noes:

Absent:

Abstain:

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Ann H. Marshall, Mayor

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Denise A. Radde, City Clerk

CITY OF AVALON CITY COUNCIL

MEETING DATE: August 18, 2015

AGENDA ITEM: 6

ORIGINATING DEP: Planning

CITY MANAGER: RA

PREPARED BY: Audra McDonald, Administrative Analyst

SUBJECT: Consideration of the proposal from Brian Ulaszewski, City Fabrick, to provide professional services for public outreach, design, permitting/bidding and construction administration for the Avalon Canyon Fit Trail Project.

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**RECOMMENDED ACTION(S):** Authorize the City Manager to enter into an agreement with City Fabrick for an amount not-to-exceed \$17,500 to provide professional services for the purpose of providing Outreach and Schematic Design, Design Development, Construction Documents, Permitting and Bidding and Construction Administration for the Avalon Canyon Fit Trail Project.

**REPORT SUMMARY:** The City of Avalon was awarded a grant from the Los Angeles County Regional Park and Open Space District -4<sup>th</sup> Supervisorial District in the amount of \$299,700 to design and construct an outdoor fitness trail along Avalon Canyon Road (beginning at Peoples Park and ending at Joe Machado Field). Staff originally intended to bid the project as a "Design/Build" project but have been advised by our City Attorney that a project must exceed \$1 Million in order to be constructed as Design/Build.

Staff reached out to four firms requesting proposals to provide professional services to include:

- Outreach and schematic design with an emphasis on community input
- Design Development
- Construction Documents
- Permitting and Bidding
- Construction Administration

Of the four firms, two responded with City Fabrick submitting the only complete proposal. Staff was impressed with City Fabrick's proposal and their emphasis on the public outreach (including 2 community workshops); previous experience with other public projects and feels they will help make the Avalon Canyon Fit Trail a stand-out project.

**GOAL ALIGNMENT:** Enhance Recreation Opportunities.

**FISCAL IMPACTS:** Professional Services are an eligible grant expense and are identified cost in the grant application therefore the fiscal impacts are neutral.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The proposed project would be delayed.

**FOLLOW UP ACTION:** If approved, execute the agreement for an amount not-to-exceed \$17,500 with City Fabrick for professional services related to the Avalon Canyon Fit Trail Project.

**ADVERTISING, NOTICE AND PUBLIC CONTACT:** Pursuant to the Brown Act.

**ATTACHMENTS:**

1. City Fabrick Proposal
2. City Fabrick Completed Projects

## **City Fabrick Public Projects**

**Houghton Park Fitness Loop [Long Beach, CA]** – Utilizing an existing pedestrian path network, developed a fitness loop utilizing interactive signage that instructs and encourages types of exercises. The project is to proceed future permanent investments with fixed fitness equipment. Client: City of Long Beach Department of Health and Human Services

**Central Area Pedestrian Plan [Long Beach, CA]** – Currently developing a pedestrian master plan for improving the walkability for neighborhoods in Central and West Long Beach. Funded through the USDA the plan identifies policies, programs and projects for improving safety, accessibility and recreation for walking. Client: City of Long Beach Department of Health and Human Services

**Parklets [Long Beach, CA]** – Developing four parklets [one completed, two under construction one to begin], which are temporary extensions of the sidewalk area, utilizing the curbside parking lane. These were developed with multiple business owners in collaboration with the City of Long Beach Public Works Department through the parklet pilot program. Client: private.

**First and Linden [Long Beach, CA]\*** – Developed to two large curb extensions [each 1,200 square feet] for landscaping and community programming in the East Village Arts District. The project also providing traffic calming and improved pedestrian accessibility. Client: City of Long Beach former Redevelopment Agency

**Virgil Avenue Traffic Calming [Los Angeles, CA]\*** – Worked with nonprofit partners and transportation department to develop a plan for increasing safety in the Virgil Village neighborhood of Los Angeles. Initial implementation included the development of class 2 bike lanes. Client: Los Angeles Neighborhood Initiative and City of Los Angeles.

Note: \*projects developed before founding City Fabrick

**BRIAN ULASZEWSKI**  
Executive Director, LEED AP

# **PROPOSAL FOR PROFESSIONAL SERVICES**

City of Avalon

## **Avalon Canyon Road Fitness Trail Design**

### **Introduction**

City Fabrick is a nonprofit design studio dedicated to improving communities through civic engagement, public interest design, planning, and policy development. Based in Southern California, City Fabrick operates with a global view, drawing upon precedents near and far while fostering innovation that can be applicable in other communities. City Fabrick is an independent organization that works beyond the conventional client-consultant framework, having the capacity to collaborate with community partners on mission-related work as well as self-initiate positive change in the community. As City Fabrick is a nonprofit corporation; the work of the organization is to benefit the public. City Fabrick's involvement with this project provides the following community benefits:

- Support the work of a public agency improving the community
- Enhance pedestrian safety and connectivity along Avalon Canyon Road
- Improve public health by providing residents publicly accessible exercise equipment

### **Background**

The City of Avalon was awarded a grant through Los Angeles County Supervisor Don Knabe's office to develop a fitness trail along Avalon Canyon Road. The proposed project will provide access to outdoor fitness equipment along an urban trail that is currently heavily utilized by pedestrians. As there is no gym with resistance or cardio equipment located in the City of Avalon or Santa Catalina Island, the proposed project will address an unmet need in the community and be available free of charge to all residents and visitors.

### **Project Description**

Using public right-of-way and adjacent parks, the project will create multiple stations for fitness equipment and enhance pedestrian connectivity along Avalon Canyon Road between the City Hall and Joe Machado Field, two-thirds of a mile away, with infrastructure improvements where necessary. The project would provide the only publicly accessible gym equipment on the island, significantly enhancing health choices for residents. The project will also better connect the city proper to the botanical gardens, a significant community amenity, which would support tourist/resident access.

Preliminary programming includes flatwork, decomposed granite surfaces, retaining walls and lighting along with the fitness equipment, totaling a nearly \$300,000 construction

budget including engineering fees. The project still requires engagement with local residents to help guide design, programming and implementation. There remains some flexibility within the budget and program while implementing the fitness trail portion of the project.

## Scope of Work

Working with the City of Avalon [client], local stakeholders and residents and outside consultants [not included within agreement] City Fabrick [consultant] will develop a program, design and construction documents for the Avalon Canyon Road Fitness Trail and assist with construction administration. The consultant will also work with relevant agencies and stakeholders to incorporate the project into associated projects and programs. This will include working with the client to gain necessary approvals from government agencies and community stakeholders.

The scope of work listed in this proposal will build from the program and concept from the fitness trail grant application and include the design of the site improvements, including hardscape and landscape as well as selection and placement of equipment, furniture and other amenities. The consultant will plan travel efficiently to time and expense. Additional communications would be made virtually. This scope shall include the following services for a fixed fee plus reimbursable expenses and as described below:

### Outreach and Schematic Design [SD]

*4-6 weeks*

The consultant shall develop Schematic Design documents to reflect existing conditions, client input, code requirements, other consultant input, and program relationships. The consultant shall review the client programming and regulating documents and interview City of Avalon staff, and relevant stakeholders. During the schematic design phase, the consultant and client will collaboratively engage residents and local stakeholders to provide guidance to the project design. Work in this phase shall include:

- One [1] Client Meeting
- Two [2] Community Workshops/Presentations
- Site Survey [not included in scope]
- Two [2] Conceptual Design Alternative
  - Design Narrative
  - Overall Trail Plan
  - Existing Plans for Primary Stations
  - Site Plans for Primary Stations
  - Imagery of Relevant Precedents
  - Photo Survey
  - Three [3] Project Diagrams

- Schematic Design Package
  - Overall Trail Plan
  - Existing Plans for Improvement Locations
  - Site Plans at Improvement Locations
  - Existing Site Sections
  - Site Sections
  - Landscape and Hardscape Pallet
  - Program notes

**Design Development [DD]**

*3-4 weeks*

The consultant shall prepare Design Development Documents for Client approval based on the approved Schematic Design Documents. The package of documents shall consist of drawings and other specifications that describe the size and nature of the Project, as well as other essential components that may be appropriate or required by Client, other consultants and agencies having jurisdiction over the Project. Work in this phase shall include:

- One [1] Client Meeting
- One [1] Community Workshop/Presentation
- Design Development Package
  - Overall Trail Plan
  - Existing Plans for Improvement Locations
  - Site Plans at Improvement Locations
  - Existing Site Sections
  - Site Sections
  - Landscape Plan
  - Hardscape Plan
  - Site Sections
  - Equipment Schedule
- Initial Civil Engineering Design if necessary [not included in scope]
- Irrigation Design if necessary [not included in scope]

**Construction Documents [CD]**

*4-6 weeks*

Based on the approved Design Development Documents, the consultant shall prepare documents for approval by the Client and agencies having jurisdiction over the Phase 1, including revisions necessary to secure such approvals and permits. This includes Contract Documents setting forth the requirements of the Project, consisting of drawings and specifications consistent with codes, laws, ordinances and regulations enacted at the time of their preparation. Work in this phase shall include:

- One [1] Client Meeting
- Design Development Package
  - Overall Trail Plan
  - Existing Plans for Improvement Locations
  - Demolition Plans if necessary

- Site Plans at Improvement Locations
- Existing Site Sections
- Site Sections
- Landscape Plan
- Hardscape Plan
- Site Sections
- Equipment Schedule
- Door, window and fixture schedules
- Construction details
- Planting details
- General Notes and Specification
- Civil Engineering Design if necessary [not included in scope]
- Design if necessary [not included in scope]

### Permitting and Bidding

*4-8 weeks*

As the approving agency, the client will determine the schedule for the project's permitting process and bidding. The timeframe is an allowance – a schedule for permitting cannot be guaranteed. Once the design is developed to the client's satisfaction, the project can enter into the client's desired bidding process. During this phase, the consultant produces pricing drawings, assists in contractor selection, distributes drawings, and receives estimates. Work in this phase shall include:

- Two [2] Client Meetings
- A narrative description of project scope
- Construction Documents describing extent of demolition and new construction
- A list of specific products, fixtures, and materials to be included in the estimate as well as quantities of significant materials such as equipment, furniture and lighting
- Instructions for preparation and itemization of estimates to facilitate comparison

### Construction Administration [CA]

*8-12 weeks*

The consultant team acts as the owner's advocate during construction by answering general contractor questions, interpreting the construction documents, and assisting with final product, material, and color selections. CA phase lasts for duration of construction, based on an estimated three [3] month construction period. During Construction Administration, most assistance by the consultant team is provided remotely. The scope includes up to three [3] site visits. Extra site visits might require additional compensation.

**Fee and Terms**

For the scope of work above, the City of Avalon will promptly pay City Fabrick a fixed fee of \$17,500 [not including reimbursable and travel expenses] in installments based on the following milestones:

▪ <b>Outreach and Schematic Design</b>		<b>\$ 4,000</b>
○ Presentation of Conceptual Design Options	\$2,000	
○ Completion of Schematic Design package	\$2,000	
▪ <b>Design Development</b>		<b>\$ 3,000</b>
○ Completion of Design Development package		
▪ <b>Construction Documents</b>		<b>\$ 4,000</b>
○ Completion of 50% Construction Documents	\$2,000	
○ Completion of 100% Construction Documents	\$2,000	
▪ <b>Permitting and Bidding</b>		<b>\$ 2,000</b>
▪ <b>Construction Administration</b>		<b>\$ 4,500</b>
○ Monthly	3 @ \$1,500	
<hr/>		
<b>TOTAL DESIGN FEE</b>		<b>\$ 17,500</b>

*Additional services beyond those described above may be performed upon the client's written request.*

*This is a non-binding proposal and not a contract. More information about the design process and responsibilities of the client and City Fabrick will be set forth in a formal contract to be signed and dated by the parties before the project commences.*

*Work is to be completed within nine months of execution of the agreement; work beyond this date could require additional service.*

CITY OF AVALON CITY COUNCIL

MEETING DATE: August 18, 2015

ADENDA ITEM: 7

ORIGINATING DEP: Recreation

CITY MANAGER: JA

PREPARED BY: Jennifer Monroe, Recreation Coordinator

SUBJECT: Consideration to Execute Contract - Parkins and Associates

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**RECOMMENDED ACTION(S):** Consider the contract renewal from Parkins and Associates for the Joe Machado Field agronomic program, City-wide arborist consultation, and design of ornamental planters and park spaces in Avalon and authorize Staff to execute a contract.

**REPORT SUMMARY:** Parkins and Associates was brought on board in the fall of 2011 to evaluate the turf at Joe Machado Field and to develop the agronomic program for its maintenance. The City of Avalon embraced and implemented their written program and recommendations and measurable positive results have resulted. A management strategy has been put in place each year since the initial assessment and includes nutrient, irrigation, and overseeding programs. Parkins and Associates has also helped analyze the irrigation and overall water usage at Joe Machado Field and outlined a drought-conscious program in light of Stage II rationing.

The updated proposed contract for 2015-2016 will include a very limited agronomic program for the Joe Machado Field in light of the drought situation, which precludes overseeding due to the large volume of water needed to sprout new seed. The contract proposes to add arborist consultation City-wide, which will be utilized as needed by the Public Works Director. There are a number of trees whose health is in question for which this type of consultation is immediately required.

Additionally, this year's contract proposes to include design work for the ornamental planters throughout Avalon. This design work will include creation of a tree list, presentation of the design in collaboration with the James H. Ackerman Native Plant Nursery in Middle Ranch, Ewing Irrigation, and the Public Works Department. It is proposed that all planter beds will be installed with drip irrigation and drought tolerant plant material to limit staff maintenance time as well as water consumption. Once designed, the Public Works staff will be trained to install all irrigation materials and plants, as well as being trained on the proper agronomic program (fertilization, irrigation, etc.) for the maintenance of these planters.

**GOAL ALIGNMENT:** Enhance Recreation Opportunities.

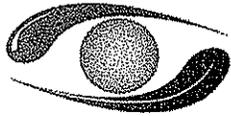
**FISCAL IMPACTS:** Contractual Services costs for Joe Machado Field were included in the current FY 15-16 budget (102-65-5105). Arborist consultation costs were included in the current FY 15-16 budget (102-50-5125). The planter box design and consultation were not included in the current FY 15-16 budget. Total contract award not to exceed \$20,000.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The City of Avalon will not move forward with the design and implementation of the City-wide planter bed irrigation and plantings.

**FOLLOW UP ACTION:** Implement City Council direction. Execute a contract agreement with the awardee.

**ADVERTISING, NOTICE AND PUBLIC CONTACT:** This item was properly listed on the posted agenda.

**ATTACHMENTS:** Parkins and Associates Contract



**PARKINS  
& ASSOCIATES**

Kelly Parkins MS  
Horticulture Consultants

P.O. Box 91161  
Long Beach, CA 90809  
Phone 562.506.1313 • Fax 562.493.2939  
kparkins@parkinsandassociates.com  
parkinsandassociates.com

**Parkins and Associates Standard Agreement**

**Contract No.** AV-04

**Agency** City of Avalon, Recreation Department

**Scope of Work:**

Parkins and Associates shall render services as outlined in Contract No. AV-04

Management Program for Joe Machado Field Initials: \_\_\_\_\_

Landscape Planter Design and Specification Initials: \_\_\_\_\_

The term of this contract shall be effective from the date of a fully executed contract through completion of deliverables.

Project Coordinator & Title: \_\_\_\_\_

Total expenditures not to exceed \$ 20,000

<b>Agency:</b> City of Avalon, Recreation Dept. Address:	<b>Printed name of person signing</b>
By (authorized signature)	
<b>Contractor:</b> Parkins and Associates PO Box 91161 Long Beach CA 90809	<b>Printed name of person signing</b>
By (authorized signature)	Kelly A. Parkins, Managing Director



Kelly Parkins MS  
Horticulture Consultants

P.O. Box 9161  
Long Beach, CA 90809  
Phone 562.506.1313 • Fax 562.493.2939  
kparkins@parkinsandassociates.com  
parkinsandassociates.com

May 11, 2015

David Hart  
City of Avalon  
430 Avalon Canyon Road  
Avalon, California 90704

Dear Mr. Hart,

As we discussed in our last meeting, we have prepared and are submitting this proposal as a follow-up to our contract from the previous fiscal year. Parkins and Associates will provide the following services to the City of Avalon:

1. Agronomic program development and oversight at JMF
2. Pesticide program development and oversight
3. Downtown planter design and horticultural specification

Also, you requested a summary of the water requirements for Joe Machado Field. I have penciled out that number to be 1.9 million gallons of water or about 6 acre-feet annually. This figure accounts for the plant requirement in a year with 4 inches of precipitation. This number is supported by reviewing the water reports from last July where water use was measured at 190,000 gallons for 28 days. This is optimum watering to keep the field in satisfactory growing conditions.

The current watering schedule is to be reduced by half in June and then again by half in August when the city observes the stage three water restrictions. *An audit of the water use reports will be required to properly forecast the gallons that will be shorted by these tiered reductions.* However, the current watering schedule (about 4 hours per night-20 hours per week), from past experience, will render the field below satisfactory water levels to sustain turfgrass growth. It can be soundly projected that at a 50% reduction in June, the field will cease any measurable recovery from foot traffic. Extensive damage to the soil structure can be predicted if the facility continues to be used.

It would be wise to meet and review the options going forward. I look forward to working with you and the other City Departments to continue to maximize the landscape and athletic field potentials in these very difficult times.

Sincerely,

Kelly Parkins



Kelly Parkins MS  
Horticulture Consultants  
P.O. Box 91161  
Long Beach, CA 90809  
Phone 562.506.1313 • Fax 562.493.2939  
kparkins@parkinsandassociates.com  
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Proposal for Services  
Contract No. AV-04  
City of Avalon  
Recreation Department

May 11, 2015

**Management Program for Joe Machado Field**

**\$5820**

This contract revision is provided to clarify the fees related to services provided to the City. This contract stipulates the evaluation and development of horticultural programs that augment the current standard of maintenance. The services are as follows:

**Quarterly Agronomic Consultation**

included

A review will be completed four times yearly at the field with the field supervisor and Recreation Department Management. These evaluations will specifically assess the condition of the turf, irrigation deficiencies and programming, implementation of scheduled operations, program changes, and planner revisions. Documentation will be provided for all permanent revisions to the program. Additional site visits can be scheduled and billed according to the attached fee schedule.

\*\*Equipment management, written recommendations, and soil/water testing are not included in these prices and will be billed per the attached fee schedule.

**Designated Agent**

included

Los Angeles County Agricultural Commissioner's Office mandates the need for a licensed Pest Control Advisor to oversee all pest control operations. The Agricultural Commissioner's Office has issued a site id number (19-15-195444) for reporting pesticide use for Joe Machado Field. Parkins and Associates will act as a designated agent and prepare the required monthly Pesticide Use Reports.

**Monthly Field Update**

included

A monthly meeting between P&A and the field manager will be accomplished via phone, skype, or email. This time will be set aside to discuss general conditions, field use concerns, and program changes that need to be made between the more extensive on-site reviews.

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*Parkins and Associates*

**Mandated Pesticide Handler Training**

included

The Agricultural Code of California requires that those persons handling pesticides to be trained annually in the laws and regulations of the state and the safety practices of each horticultural pesticide used. This Hazard Communication training will be completed annually as required by the state.

**Downtown Planter Design**

per fee schedule

The streets along the water front, including Crescent, Casino Way, and Pebbly Beach Road and the intersections of Metropole, Sumner, Catalina, and Claressa form the downtown area for welcoming visitors to the island. The installations in these areas have surpassed their useful life and in some cases do not contain healthy, vigorous plants. The initial work to redesign these areas began late in 2014 with the inventory and measurement of these spaces by P & A. Peter Dixon, with the Catalina Conservancy, has been enlisted to provide input, including plant recommendations, for the project. The scope of the project is under development, but the preliminary work suggests the best approach is to design simple, prototype planters that could be fashioned by planter shape and square footage and then replicated as funding was made available. The scope of redesign would include switching the irrigation to a drip system which would provide a measurable efficiency in the application of water that currently does not exist.

**Rate Schedule / Reimbursement**

Consultant hours for services in addition to those listed will be billed per the fee schedule rates. These rates are not reflected in the range of fees that are listed above.

In addition to the fees for services, the City of Avalon will reimburse certain project-related expenditures. Claims for reimbursable expenses shall reflect actual expenditures made by Parkins & Associates with a 10% markup added and be documented by appropriate billing and supporting receipts. Unless otherwise stated, reimbursable expenses will be paid as follows and should not exceed \$700:

- a.) **Travel and Mileage:**  
Trips both to and from Parkins & Associates office to the project site are reimbursable. When pre-authorized by the City, other travel expenses in connection with the services shall also be reimbursable. Travel reimbursement shall be limited to the amounts that would be authorized for employees of the City of Avalon.
- b.) **Reprographics as Deliverables:**  
Reproduction of drawings, specifications, calculations, cost estimates, program analysis, photos, renderings, plots or similar reproductive instruments presented as a deliverable to the City of Avalon is reimbursable.
- c.) **Reprographics for Development of Deliverables:**  
Reproduction for internal use by Parkins & Associates is not reimbursable.

- d.) Incidental Items:  
Incidental office supplies, letter postage, telephone calls, facsimile transmissions, computer use charges and similar attendant expenses are not reimbursable.
- e.) Package Delivery/Courier Services:
  - 1. Express package deliveries (USPS, FedEx, UPS or similar carriers) and judicious use of courier services for deliverables to the course or similar actions to facilitate timely responses during the phases are reimbursable.
  - 2. Express package deliveries (USPS, FedEx, UPS or similar carriers) of soil, plant, and water samples for analysis are reimbursable
- f.) Training materials, in recorded or written form, that remain the property of the City, are reimbursable.

Successful implementation of the agronomic plan is the key to providing a high quality product. Implementation of these programs will require a degree of coordination by the City departments.

The city will be responsible for supplying all maintenance products, equipment, and materials to complete the tasks as stipulated.

**Deliverables**

- Monthly pesticide use reports filing
- Twice monthly agronomic consultation with the field supervisor via e-communication
- Quarterly Agronomic Planner update
- Annual Pesticide Program – documentation and training
- Design, consultation, and installation oversight of the downtown planter project

This proposal will be honored through September 2015

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Parkins and Associates is a licensed consulting business for hire. Contractual agreements are utilized to insure an understanding of the scope of work between both obligated parties. Only work specified under the contracted agreement is expected to be completed and delivered. All other tasks outside of this contract are the responsibility of the City of Avalon.

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*Parkins and Associates*

# Fee Schedule

## **HORTICULTURAL PROGRAMS** ..... **\$195 / hour**

- Plant audit and specification
- Irrigation audit and water management evaluation
- Plant material inventory and written evaluation
  - ✓ Cultural practices
  - ✓ Pruning requirements and techniques
  - ✓ Compatibility with soil and water types
  - ✓ Fertilizer and amendment recommendations
  - ✓ Pest population identification-actual and potential
  - ✓ Pest control recommendations (advisory statements)
- Soil, water, and plant sampling for analysis (\$150.00 per sample)

## **TRAINING PROGRAMS**

- Pesticide safety (state-mandated annually) ..... **\$495 + materials**
  
- In-field employee training ..... **\$195 / hour**
  - ✓ Pest identification (weeds, diseases, insects, etc.)
  - ✓ Proper cultural practices (mowing, pruning, etc.)
  - ✓ Soil and plant sampling techniques
  - ✓ Pesticide equipment, safe handling, and application techniques
  
- Respirator written program and fit testing ..... **\$995.00**

## **REGULATORY COMPLIANCE REVIEW** ..... **\$195 / hour**

- Pesticide Use Reporting Forms
- Written pest control program
- Record keeping documents / organization (fertilizer, pesticide, etc.)
- Pesticide application equipment and storage
- Labels and material safety data sheet organization
- DPR licensing and follow-up (licensing costs are the responsibility of client)

CITY OF AVALON CITY COUNCIL

MEETING DATE: August 18, 2015

ADENDA ITEM: 8

ORIGINATING DEP: Recreation

CITY MANAGER: JA

PREPARED BY: Jennifer Monroe, Recreation Coordinator

SUBJECT: Consideration to Award Lease - Joe Machado Concession Contract

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**RECOMMENDED ACTION(S):** Award contract to Ivan Leyva for the Joe Machado Field Concession Stand contract and authorize Staff to execute a contract.

**REPORT SUMMARY:**

Authorization was granted at the July 7, 2015 City Council Meeting for Staff to "Go out to Bid" for the Joe Machado Concession Stand Lessee contract, and Council approved the RFP scope. The contract draft was submitted at that meeting, the terms of which align with other City leases.

After advertising the RFP for four weeks, the City received two complete proposals. These proposals have been thoroughly reviewed by City Staff and Councilmember Hernandez, who believed both applicants would meet City requirements and expectations.

On Monday, August 10, 2015 a panel consisting of Councilmember Richard Hernandez, community member and restaurateur Erin Eubank and Recreation Coordinator Jennifer Monroe met to review the applications and interview the applicants.

The panel is unanimously recommending City Council award the contract to Ivan Leyva based upon the experience and qualifications of the applicant and is requesting authorization for Staff to enter into a contract with the rental terms as stated in the approved RFP (attached). Councilmember Hernandez has brought forward concerns regarding the contract terms, namely the lease rate during winter months (in the event that rain causes cancelation of field events) and a shorter term than the ten years proposed. All applicants were asked their opinion regarding the rate and terms as part of the interview process, and all applicants stated without hesitation that they were more than happy with both. Staff is recommending to maintain this lease at the same rate and terms as the standard previously set forth by City Council.

**GOAL ALIGNMENT:** Enhance Recreation Opportunities

**FISCAL IMPACTS:** Revenue generated with the lease of the property of \$4 per lineal square foot or 8% of monthly gross receipts, whichever is higher, was included in the current FY 15-16 budget (102-25-8512).

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The City of Avalon will not have a tenant to operate the Joe Machado Field Concession Stand after August 31, 2015.

**FOLLOW UP ACTION:** Implement City Council direction. Execute a lease agreement with the awardee.

**ADVERTISING, NOTICE AND PUBLIC CONTACT:** This item was properly listed on the posted agenda.

**ATTACHMENTS:** Joe Machado Concession Stand Lessee RFP and Lease.

**CITY OF AVALON  
REQUEST FOR PROPOSALS  
FOR  
JOE MACHADO BALLFIELD CONCESSION STAND LESSEE**

**1. PURPOSE**

The City of Avalon is soliciting proposals from qualified individuals and/or businesses to lease and operate the concession stand at Joe Machado Ballfield.

**2. BACKGROUND**

The City of Avalon commenced construction of a concession stand in the Joe Machado Field courtyard in 2014. The area was improved with new infrastructure and visitor serving amenities including a Los Angeles County Public Health Department approved commercial kitchen and propane service. The Joe Machado Field is a year-round community sports and leisure facility that hosts high school and community softball, baseball, football, and soccer leagues, as well as non-sporting events (i.e. private parties, corporate events, concerts).

**3. PROJECT DESCRIPTION:**

The City of Avalon is pleased to present this opportunity for interested individuals and/or businesses to submit qualifications for the operation of the concession stand. Included in the lease and provided by the City of Avalon are all major appliances and fixtures. It will be the responsibility of the selected operator to make any necessary tenant improvements and to operate the concession on behalf of the City. The operator shall have sole responsibility to finance and purchase all tenant improvements and additional equipment. The Concessionaire Lease will take effect September 1, 2015. The tenant will be responsible for the maintenance, repair and care of all equipment provided by the City and the replacement of equipment upon its failure after each warranty has expired.

The concession facility is intended for food and drinks. The concession area is 276 square feet in size and is located adjacent to a paved courtyard where seating may be placed at the discretion of the concessionaire.

Concessions operations are a key component to the overall character of the ballfield. The selected proposer will be required to satisfy the following conditions as a part of the concession operations:

Personnel

The operator will be responsible for hiring the necessary personnel to conduct the operation of the concession stand. The operator will comply with all federal, state and local laws related to minimum wage, social security, nondiscrimination, unemployment

compensation, and workers' compensation. Employees shall wear a uniform or other means of identification.

#### Operating Hours

Hours of operation may vary, based upon seasons and weather. Minimum hours would include all scheduled recreational and school games where attendance is greater than 30 persons utilizing the facility, as well as all scheduled public and private events requesting food service. Operator may choose to not open for team practices and may utilize the facility for off-site catering opportunities if such off-site catering opportunities do not impact the operation of the concession stand for events at Joe Machado Field. If such a conflict exists, the lease must immediately stop the off-site catering and pay the City all funds received from such off-site catering. All scheduling of the facility, including Concessionaire proposed hours of operation, shall be done through the City of Avalon Recreation Department, which shall maintain sole discretion as to approval.

#### Menu Items

The concessionaire is expected to serve quality food and drinks to meet the needs of the visiting public. Simple menu items such as hot dogs, hamburgers, fries, and other snacks should be offered at competitive prices. Beverages should include juices, water, and sodas. Beer and wine sales are currently not permitted by the City. All packaging should be limited due to facility cleanliness concerns. Metal bottle caps and can tabs are prohibited in the facility, as is Styrofoam of any type (cups, plates, take-away containers).

#### Rental Agreement and Gross Receipts

Upon entering into a contract with the City of Avalon, the Lessee shall be required to provide their monthly total gross receipts. Lessee shall pay the greater of \$4 per lineal square foot or 8% of their monthly gross receipts to the City of Avalon as rent for utilization of the space.

### **4. AGREEMENT**

The City of Avalon will have the property ready to utilize on September 1, 2015. The successful proposer will be required to execute a concession agreement with the City of Avalon, which is subject to formal approval by the Avalon City Council. The term of the contract shall be for ten (10) years commencing on September 1, 2015. The City shall have the option to extend the agreement for one (1) additional five-year period. The City will also have the right to terminate the license agreement, with or without cause, upon sixty (60) days written notice. The proposer will also be required to purchase a City of Avalon Business License annually and shall procure and maintain insurance coverage as prescribed below:

Lessee entering into a contract with the City of Avalon is required by the Avalon Municipal Code to maintain a policy of public liability insurance. Such policy shall:

(a) Contain broad from commercial general liability insurance with respect to the premises, as applicable and the permittee, franchisee, contractor or lessees' activities with a combined single limit of not less than One Million and no/100ths (\$1,000,000.00) Dollars primary liability insurance per occurrence and aggregate and not less than One Million and no/100ths (\$1,000,000.00) Dollars excess liability insurance. Such insurance shall be produced by an insurer authorized to do business in California with a current Best's Insurance Guide Rating of not less than A-VII, shall name the City of Avalon, its officers, agents and employees as additional insured, and shall contain a provision that prohibits cancellation, modification or; and

(b) Name the City as additional insured and contain a waiver of subrogation against the named insured or respective officers, employees, agents; and

(c) Provide that it may not be canceled without at least thirty (30) days prior written notice to the City; and

(d) Provide primary and excess coverage insurance coverage subject to the approval of the City. All deductibles must meet approval of the City of Avalon.

The applicant shall provide evidence of such insurance coverage by providing the City with a copy of the policy and/or a copy of a fully explanatory certificate of insurance, as determined by the City.

All concerts or other large gatherings may be subject to additional insurance policy requirements as stated in the City of Avalon Special Event Permit guidelines.

The Concessionaire shall also be required to carry appropriate coverage for loss of use and damage to owner's property. The Concessionaire shall also be required to meet all federal, state, and local regulatory requirements applicable.

## **5. QUALIFICATIONS**

To ensure a high-quality level of operation for the facility, proposers must demonstrate minimum experience and qualifications. Applicants must complete the City's Vendor Application Form and provide evidence of the following:

- Experience in successfully operating and managing a similar type business, which may range in type as to include a small retail business, restaurant, or catering business.
- Fiscal solvency and the capacity to complete any necessary tenant improvements anticipated
- Must not currently be indebted to the federal government, State of California, or the City of Avalon for non-payment of taxes, fines, judgments, liens, or fees.

## **6. PROPOSAL INSTRUCTIONS**

### **Submission Date and Requirements**

The complete proposal must be submitted to:

City of Avalon  
C/O Ben Harvey, City Manager  
410 Avalon Canyon Road  
PO Box 707  
Avalon, CA 90704  
Attention: JOE MACHADO CONCESSION OPERATIONS

The following conditions apply to this submission:

- Proposals must be submitted by 5:00 PM, on July 31, 2015.
- Proposals must be signed, in ink, by an individual duly authorized to bind the Proposer and must be sealed.
- Proposals shall remain binding for 120 days from the date the proposals are due.
- The City reserves the right, at its sole discretion, to reject and return, without evaluation, any proposal received after the proposal submission time and date, whether it is delivered by mail or otherwise and waive any irregularity in any proposal.

### **Required Elements of Proposal**

Respondents may submit any information they deem necessary and appropriate for the City of Avalon to fully and completely evaluate their qualifications. The proposal must, at a minimum, include the following general information:

1. Vendor Application (Attachment 1)
2. Checklist for a complete Submission (Attachment 2)
3. Description of the proposer's business structure, key staff and their qualifications
4. Description of the proposer's relative business experience in operating a concession or other similar business enterprise, including relative size of business operated, type of retail sales, etc.
5. A sample menu, including proposed prices, together with a list of other merchandise that may be available for sale/rent.
6. At least three persons or businesses that have first hand knowledge of the proposer's ability to successfully operate and maintain a high-quality concession.

## **7. PROPOSAL EVALUATION**

### **Review Process**

The selection shall be done in a three step process. All proposals received by the deadline will be evaluated by a committee established by the City Manager. Upon the review and discussion of the quality and responsiveness of the proposals received, the applicants considered to be top rated by this committee will be invited to be interviewed. Lastly, the selection of the concessionaire will be made by Avalon City Council based on the recommendations of the panel.

### **Evaluation of Proposals**

(a) The City will select a service provider based on a combination of factors, including but not limited to:

(i) Responsiveness, comprehensiveness, quality and consistency of the proposal with respect to this RFP;

(ii) Qualification – Demonstrated experience providing similar services, including experience of key personnel;

(iii) References – Satisfaction of references with services received, including but not limited to, implementation, customer service, payment of fees, and handling of legal and labor issues;

(iv) Cost Competitiveness – Total cost of service relative to other proposals received;

(v) Financial Ability – The demonstrated financial ability of the Proposer to perform or provide the required proposed services within the time specified without delay; and

(vi) Character – The character, integrity, reputation, judgment, and experience of the Proposer.

(b) In order to objectively evaluate all proposals, the City has attempted to describe the desired services, qualifications and terms and conditions it is seeking in this proposal in a manner that will allow a reasonable level of comparability among the proposals. Therefore, the City discourages and may disqualify proposals that substantially deviate from the RFP. Additional and unique ideas for diversion are requested, but should be presented in addition to, rather than in place of, the programs and methods described in this RFP.

#### **Notification of Awards**

The review committee's process will occur during the week of August 3-7, 2015. Interviews of final candidates will be scheduled August 10-13, 2015. Final decision and award of contract will be made by the Avalon City Council at the August 18, 2015 City Council Meeting.

#### **ATTACHMENTS**

1. Vendor Application Form
2. RFP Submission Checklist

## LEASE AGREEMENT

This Lease Agreement ("Lease"), effective September 1, 2015 ("Effective Date"), is entered into between the CITY OF AVALON, a municipal corporation ("Lessor"), and \_\_\_\_\_, dba \_\_\_\_\_ ("Lessee"), (each individually a "Party" and collectively the "Parties").

### RECITALS

A. Lessor is the owner of certain real property, including the improvements thereon, located in the City of Avalon with an address of 1000 Avalon Canyon Road and more accurately described in detail in Exhibit 1 (the "Property").

B. Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, a portion of the Property as described in more detail in the Lease on the terms and conditions set forth herein.

C. This Lease is based on a standard lease form that is used by the Lessor for all leases entered into by the Lessor. To the extent that Lessee believes that certain of the standard provisions of this Lease were not intended to apply to the Property because of the specific nature, intended use, or location of the Property, Lessee should notify the City of Avalon Lease Department. This Recital C in no way relieves Lessee of any of its obligations under this Lease.

### LEASE

**NOW THEREFORE**, the Parties agree as follows:

1. Property. Lessor leases to Lessee, and Lessee leases from Lessor the Property, described in Exhibit 1 attached hereto and incorporated herein by reference, consisting of 279 square feet of interior space. Lessor and Lessee agree that if Lessor makes additional space available to Lessee and Lessee accepts such space, that space shall automatically be included in the Property and the terms of this Lease shall automatically apply thereto, unless otherwise agreed by the Parties.

2. Term.

(a) *Term*. The term of this Lease shall be from September 1, 2015 to December 31, 2025 ("Initial Term"). Lessor shall have the option to renew this Lease for one five (5) year period provided Lessor gives Lessee written notice of intent to renew the Lease at least sixty (60) days prior to December 31, 2025, but no more than 180 days prior to December 31, 2025 and the Parties agree to the terms and conditions ("Renewal Term"). The Initial Term and Renewal Term are referred to collectively herein as the "Term."

(b) *Termination*. Lessee may terminate the Lease on sixty (60) days' written notice to the Lessor.

3. Rent.

(a) *Calculated on Square Footage or Percentage of Total Sales Basis.* Lessee shall pay Lessor rent each month, the higher of either:

i. in the amount determined by multiplying the square footage of the Property by four dollars (\$4.00) or;

ii. an amount equal to eight percent (8%) of all gross receipts at the Property, whichever is higher. Gross receipts shall mean the total amounts received from all revenue sources during the relevant period, except admission taxes, sales taxes, California redemption taxes, City of Avalon Use Taxes/fees, reasonable commissions which are paid to third parties and amounts received from activities upon which City Harbor and Use Fees and Admission Taxes are based. For purposes of calculating Gross Receipts, such commissions paid to third parties shall not exceed 20% of the price paid by the consumer/customer.

In the event that Lessor makes additional space available for Lessee's use, that space shall automatically be included in the Property, as defined in Paragraph 1 of this Lease, and the square footage of the Property used in calculating the monthly rent amount shall be increased accordingly. Rent shall be calculated year-round on the total square footage of the Property. There shall be no reductions in square footage for the purpose of calculating rent during the off-season.

The amount charged per-square-foot shall be automatically increased each year on July 1 in an amount equal to any increase in the most recent Consumer Price Index released annually by the U.S. Bureau of Labor Statistics. In the event the Consumer Price Index decreases, no change in rent charged per-square-foot shall be made.

(b) *Payment Procedures.* Lessee shall remit its monthly rent by no later than the thirtieth day after the end of each month during the Term of this Lease to Lessor at the address stated herein. Each monthly payment shall be accompanied by an accounting of total sales for that month. Rent for any period shorter than one month shall be pro-rated on a daily basis. There shall be no off-season period where rent is reduced or not due; rent shall be due on the thirtieth day of each month regardless of whether the Property was open for business during the month. Lessee is responsible for making the payments required by this section and Lessor will not and is under no obligation to send monthly invoices to Lessee regarding any such payments.

(c) *Under-Payment Penalties.* In addition to the late payment penalties described in Paragraph 18 of this Lease, if Lessor determines that Lessee has under-reported its income resulting in a rent payment of less than what it should have paid, the following penalties apply;

(i) If the under-reporting of total sales resulted in a rent payment of greater than 90% of the correct rental amount, Lessee shall immediately pay to Lessor the difference, plus a penalty equal to 10% of the difference.

(ii) If the under-reporting of total sales resulted in a rent payment of

less than or equal to 90% of the correct rental amount, Lessee shall immediately pay to Lessor the difference, plus a penalty payment equal to the entirety of that month's rent, for each month the under-reporting occurred.

(d) *Disclosure.* At the time that Lessee is required to pay rent each month pursuant to this Section 3, Lessee must provide Lessor with detailed information regarding the total gross receipts for each month, regardless of whether Lessee is required to pay the square footage price pursuant to Section 3(a)(i).

(e) *Year-end Annual Reconciliation.* Within 30 days after the end of every calendar year during the Term, based on the information provided by Lessee and any independent audit of Lessor, Lessor shall determine: (1) the amount Lessee would have paid for the entire calendar year if Lessee paid the square footage rent in Section 3(a)(i) each month; and (2) eight percent (8%) of the Lessee's total gross receipts as defined in Section 3(a)(ii), for the entire calendar year. Lessee is responsible for paying Lessor the higher of the two amounts ("Higher Amount"). If Lessee's monthly rent payments paid to Lessor for the entire year are less than the Higher Amount, Lessee shall pay Lessor the difference between what was paid and the Higher Amount within thirty days of receipt of such information from Lessor. If Lessee's monthly rent payments paid to Lessor for the entire year equal more than the Higher Amount, Lessor shall reimburse Lessee the difference between what was paid and the Higher Amount within thirty days of making the determination in this Section 3(e).

#### 4. Use.

(a) *Use.* Lessee shall occupy and use the Property for food and beverage storage, preparation, and sales for events occurring at the Joe Machado facility or for off-site catering events, and as a location for tables and chairs and similar furnishings to accommodate food and beverage sales and consumption and for no other purpose whatsoever Lessee will not have use of the sportsfield itself and shall not unlock said field for users, scheduled or unscheduled. Hours of operation may vary, based upon seasons and weather. Minimum hours include all scheduled recreational and school games where attendance is greater than 30 persons utilizing the facility, as well as all scheduled public and private events requesting food service. Operator may choose to not open for team practices and may utilize the facility for off-site catering opportunities if such off-site catering opportunities do not impact the operation of the concession stand for events at Joe Machado Field. If such a conflict exists, Lessee must immediately stop the off-site catering and pay the Lessor all funds received from such off-site catering. All scheduling of the facility, including Concessionaire proposed hours of operation, shall be done through the City of Avalon Recreation Department, which shall maintain sole discretion as to approval as stated in the RFP Bid Document sec.4 para.5 (Exhibit 2). Patrons must vacate the property no later than 10:00 p.m. unless expressed written permission has been given by the City Manager as part of a Special Event Permit.

(b) *Compliance with Law.* Lessee shall, at all times and at Lessee's expense, comply with all applicable federal, state and local laws, rules, regulations, and orders, and all covenants and restrictions of record regulating the Property and Lessee's use of the Property. Lessee shall not use nor permit the use of the Property in any

manner that will violate the same or disturb other property owners or tenants in the areas surrounding the Property or Property.

(c) *Condition of Property.* Lessee has examined the Property and agrees to take possession in an "as is" condition. Lessee acknowledges and agrees that Lessor has made no representations, guarantees or warranties regarding the Property, or its fitness for any particular purpose, or regarding any common areas or improvements thereon, nor has Lessor made representations, guarantees or warranties regarding whether the Property and common areas and improvements thereon comply with applicable laws, rules, regulations, orders, or any covenants or restrictions of record in effect at the Effective Date of this Lease. Lessee assumes all responsibility regarding the California Occupational Safety Health Act, the legal use and adaptability of the Property and compliance with all applicable laws, rules, regulations, orders and covenants or record in effect during the Term of this Lease relating to the Property except as otherwise specifically stated in this Lease.

5. Hazardous Waste and Trash Disposal. Lessee shall not use, generate, store or dispose of any Hazardous Materials on the Property or permit the contamination of the Property by Hazardous Materials. For the purpose of this section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," hazardous wastes," "extremely hazardous wastes" or "restricted hazardous wastes" or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. sections 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, *et seq.*; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time. Notwithstanding any other provision of this Lease, Lessee agrees to comply promptly, and at Lessee's sole cost, with all applicable federal, state and local laws, rules regulations, permits and orders governing the use, management, storage, handling, cleanup, removal, disposal and shipping of Hazardous Materials. Lessee shall dispose of all trash and waste generated at the Property in a trash container at a location designated by Lessor.

6. Special Conditions.

- a) *Uniforms.* . Employees shall wear a uniform or other means of identification.
- b) *Menu Items.* The Lessee is expected to serve quality food and drinks to meet the needs of the visiting public. Simple menu items such as hot dogs, hamburgers, fries, and other snacks should be offered at competitive prices. Beverages should include juices, water, and sodas. Beer and wine sales are currently not permitted by the Lessor. All packaging should be limited due to facility cleanliness concerns. Metal bottle caps and can tabs are prohibited in the facility, as is Styrofoam of any type (cups, plates, take-away containers).

7) Lessee's Repair and Maintenance Obligations. Lessee shall keep in good order, condition and repair, and shall replace, if necessary, the Property and every part thereof, structural and nonstructural occupied or used by Lessee, whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements, or the age of such portion of the Property. This includes, but is not limited to, glazing, plumbing, heating, air conditioning, ventilation, electrical and lighting fixtures and facilities, all equipment within the Property, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, plate glass, skylights, and all signs located on the Property. Kitchen Equipment and Fixtures included in this agreement are described in detail in Exhibit 3 (the "Equipment and Fixtures").

8. Surrender. On the last day of the Term of this Lease, or on the date this Lease is earlier terminated, Lessee shall surrender the Property to Lessor in the same condition as when received, ordinary wear and tear and damage by casualty excepted, clean and free of debris. Lessee shall remove all trade fixtures, furnishings and equipment owned by Lessee and shall repair any damage to the Property occasioned by the installation or removal of Lessee's trade fixtures, furnishings and equipment.

9. Lessor's Right to Undertake Lessee's Obligations. If Lessee fails to perform any of Lessee's obligations under any paragraph of this Lease, Lessor may, at its option (but shall not be required to), enter upon the Property after ten (10) days' prior written notice to Lessee (except in the case of an emergency, as determined by Lessor, in its sole discretion, in which case no notice shall be required), and perform such obligations on Lessee's behalf. Any costs incurred by Lessor pursuant to this Paragraph, including interest thereon, shall become due and payable to Lessor together with Lessee's next rent installment.

10. Damage to Property. In the event that repairs are necessary to alleviate structural hazards because the Property is damaged by circumstances not caused by the negligence or willful misconduct of Lessee, its employees, contractors, agents, invitees or guests, Lessee shall inform Lessor in writing of such necessity. Lessor shall then have the option, in its sole discretion, to either immediately terminate this Lease or to provide for the necessary repairs. In the event Lessor elects to terminate this Lease, no rent shall accrue or be payable to the Lessor after the date Lessor terminates the Lease. If repairs which are made by Lessor prevent the Lessee from occupying a portion of the Property, but Lessee is able to operate on the Property during such repairs, Lessee shall be entitled to a proportionate reduction in the monthly rent, based on the ratio the floor area which Lessee is unable to occupy, from the date such repairs are commenced until the date the entire Property is available for Lessee's occupancy. If the damage prevents Lessee from operating on the Property, then no rent shall be due from the date of damage, as determined by Lessor in its sole discretion, until completion of repairs. Lessee expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the Property in good order, condition and repair.

11. Alterations and Additions. Lessee shall not make any alterations, improvements, additions, Utility Installations exceeding \$5,000 (Five Thousand Dollars) in value, hang or paint any signs visible from the exterior of the Property, or make any change to the exterior of the Property, without Lessor's prior written consent. The term

"Utility Installation" shall mean installation of carpeting, window coverings, air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing, and structural changes. If Lessor authorizes any alterations, improvements, additions, or Utility Installations, all such improvements shall be Lessee's sole responsibility and shall be installed and removed at Lessee's sole cost and expense. Upon the removal of any improvement, alteration, addition or Utility Installation, Lessee shall restore the Property to its prior condition. Lessor may require Lessee to provide Lessor, at Lessee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements. Should Lessee make any alternations, improvements, additions or Utility Installations without the prior approval of Lessor, Lessor may require that Lessee immediately remove any or all of the same.

12. Release of Claim For Relocation Benefits. Lessee hereby acknowledges and agrees that Lessee has no claim or right to relocation benefits or compensation of any kind or nature upon termination of this Lease for any reason, even if such termination was made by the unilateral election of Lessor in its sole discretion. Lessee expressly waives any and all claims or rights to receive relocation benefits or compensation of any kind or nature. Lessee acknowledges that Lessor would not enter into this Lease but for this acknowledgment and waiver by Lessee. During any period of repair or reconstruction by Lessor during the Term of this Lease that requires Lessee to vacate the Property, Lessor shall be under no obligation to provide alternative space to Lessee, but Lessee shall be relieved of the obligation to pay rent during such time that Lessee is unable to utilize the Property. Lessee shall vacate the Property within sixty (60) days' written notice to vacate for such purpose and shall be solely responsible for all costs of vacating from and relocating to reconstructed or newly constructed space, if any is available.

13. Insurance. The Lessee shall provide the Lessor with a copy of insurance upon execution of the Lease and upon renewal of insurance as follows:

(a) Workers Compensation Insurance. The Lessee is required to provide evidence of workers' compensation coverage as follows:

- i. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- ii. Employers Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- iii. The policy must include a written waiver of the insurer's right to subrogate against the City of Avalon.

(b) Liability Insurance. For the Term of the Lease, Lessee shall maintain and keep in full force Commercial General Liability Insurance no less broad than ISO form CG 00 01 against any liability arising out of the ownership, use occupancy, or maintenance of the Property, and operation of Lessee's business at the Property and all appurtenant thereto when used by Lessee. Such insurance be no less than the following:

- i. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; the General Aggregate shall apply separately to each location.
- ii. Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- iii. The City of Avalon must be an additional insured for liability arising out the ownership, maintenance or use of that part of the premises leased to the Tenant/Lessee/Concessionaire (ISO form CG 20 11 or equivalent).
- iv. The insurance provided to the City of Avalon as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the City of Avalon.
- v. The policy must cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

(c) Property Insurance.

- i. Prior to Lessee's entry upon the Property and for the Term of the Lease, Lessee shall obtain and keep in full force and effect a policy of insurance covering loss or damage to the Property, in the amount of the full replacement value thereof, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, commonly known as "broadform coverage." Lessee shall provide Lessor a copy of this insurance policy upon execution of this Lease.
- ii. Lessee shall also insure its fixtures, equipment and tenant improvements on the Property at its sole cost and expense.
- iii. The limits of said insurance shall not, however, limit the liability of Lessee hereunder.
- iv. Lessee must name the City as Loss Payee on its property policy.

(d) Restrictions; Endorsements.

- i. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies during the Term of this Lease. All policies of insurance shall be endorsed to: (1) name Lessor (and at Lessor's option, any additional parties designated by Lessor) as an additional insured; (2) provide that such insurance is primary to any policy of Lessor, which shall not be called upon to contribute in any way; and (3) provide that the

policy shall not be cancelled, terminated or modified without first providing thirty (30) days' prior written notice to Lessor.

- ii. All insurance policies must be issued by an insurer with an A.M. Best rating of at least A:VII. Lessee shall provide immediate written notice if (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

14. Indemnification and Release.

(a) *Indemnification.* Lessee shall indemnify, defend, reimburse and hold harmless Lessor from and against any and all demands, claims, losses, damages or liabilities of any kind or nature, including claims for damage to property or persons, including wrongful death ("Claim"), arising from or in connection with any act or omission of Lessee, including Lessee's active and passive negligence or Lessee's use of the Property or Property under this Lease, including, without limitation, any activity, work or things done, permitted or suffered by Lessee in or about the Property or elsewhere on the Property and any breach or default by Lessee of this Lease. If any action or proceeding is brought against Lessor by reason of any such Claim, Lessee's obligation to defend the same shall be done with counsel approved in advance by Lessor.

(b) *Release.* Lessee hereby agrees that Lessor shall not be liable for, and hereby waives and releases Lessor from, any injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, agents, invitees, guests, or any other person on the Property, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents, contractors, guests or invitees caused by any reason whatsoever, including without limitation, by fire, steam, electricity, gas, water, rain, the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures on the Property or Property, or from any other cause or condition arising upon the Property or upon other portions of the Property which the Property are a part, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee except to the extent such injury or loss is caused by Lessor's sole gross negligence or willful misconduct. Lessor shall not be liable for any damages arising from any act or neglect of any other lessees or possessors, if any, of the Property.

15. Utilities. Lessee shall arrange and timely pay for all gas, heat, light, disposal, power, and any other utilities and services needed or supplied to the Property, including cleaning of grease control device, together with any taxes thereon. Such responsibility of electrical and water utilities shall not commence until the Lessor has sub-metered said electrical and water utilities to the Property.

16. Assignment and Subletting.

(a) Except as otherwise provided below, Lessee shall not convey, assign, transfer, mortgage, pledge, sublet or encumber any interest in the Property during

the Term of this Lease, nor allow any other person (the employees, agents, servants and invitees of Lessee excepted) to occupy or use the Property, or any portion thereof, without Lessor's prior written consent, which may be refused in Lessor's sole discretion.

(b) Any attempted conveyance, assignment, transfer, mortgage, pledge, sublet, or encumbrance shall be void where such consent has not been obtained, and the original Lessee shall remain responsible for any unpaid rents, fines, fees, or other liabilities arising from or related to the Property.

(c) Any subletting approved by Lessor shall not relieve Lessee of any of its obligations or liabilities under this Lease, and both Lessee and any subsequent lessor(s) will be deemed to be bound by this Lease.

(d) Any dissolution, merger, consolidation, or other reorganization of Lessee or sale which results in a change of controlling persons shall be deemed an assignment of this Lease. Any such assignment or subletting without advance written consent of Lessor shall be void, and shall, at the option of the Lessor, constitute a default under the terms of this Lease.

(e) Lessee may transfer this Lease upon the sale or other transfer of substantially all of the assets of Lessee, provided Lessee first obtains Lessor's written consent, which shall not be unreasonably withheld and provided Lessee pays to Lessor a lease transfer fee equal to three percent (3%) of the sale price with a cap of \$30,000 of Lessee's business ("Transfer Fee"). The Transfer Fee shall not apply to a transfer of this Lease upon the transfer of a controlling interest in Lessee's business to a member of the immediate family of such controlling person, or to a transfer of the controlling interest to an inter vivos trust in which such controlling person is the trustee of the trust. In the event Lessee's business has multiple locations and Lessee assigns, sublets, or transfers the Lease for one location without assigning or transferring the business as a whole, the Transfer Fee shall be a flat \$5,000 or a lower amount at the discretion of the City Manager.

#### 17. Defaults and Remedies.

(a) *Defaults.* In addition to those items already designated to be a breach or default of this Lease elsewhere in the Lease, the occurrence of any of the following events shall be a material breach of this Lease and shall constitute an event of default:

i. Abandonment, vacation, or surrender of the Property by Lessee without Lessor's prior written consent (failure to occupy and/or operate the Property for ten (10) consecutive days shall be deemed an abandonment and vacation, unless at least ten (10) days before failing to occupy or operate the Property Lessee gives Lessor written notice that Lessee intends to continue using the Property and will continue maintaining the Property while it is vacant, or the dispossession of Lessee from the Property (other than by Lessor by process of law or otherwise).

ii. The failure by Lessee to make any payment of rent or any reimbursement or payment required to be made by Lessee, including applicable Harbor

Use Fees, Admission Taxes, or other fees and taxes to the City Associated with the operation of the business or use of the leased facilities hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from Lessor to Lessee.

iii. The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, if the failure has continued for a period of ten (10) days after Lessor demands in writing that Lessee cure the failure, provided however, that if the nature of Lessee's default is such that more than ten (10) days are reasonably required for its cure, in Lessor's sole discretion, Lessee shall not be deemed to be in default if Lessee commenced such cure within said 10-day period and thereafter diligently prosecutes such cure to completion to the satisfaction of Lessor.

iv. The making by Lessee of any general arrangement or assignment for the benefit of any creditor, Lessee becoming a "debtor" as defined in 11 U.S.C. 101; the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

(b) *Remedies.* In the event of any such material breach or default by Lessee, Lessor may at any time thereafter, with or without notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach, do any of the following:

i. Terminate the Lease on sixty (60) days' written notice to Lessee, in which case Lessee shall immediately surrender possession of the Property to Lessor on the termination date specified by Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Property, including all attorneys' fees and court costs incurred, if any; expenses of reletting, including necessary renovation and alteration of the Property, reasonable attorneys' fees, and any real estate commission actually paid in connection with such reletting; the value of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessor proves could not reasonably be avoided; and that portion of the leasing commission, if any, paid by Lessor for the unexpired Term of this Lease.

ii. Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned or vacated the Property. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

iii. Pursue any other remedy available to Lessor at law or in equity.

18. Possessory Interest Tax. Lessee hereby recognizes that this Lease may create a possessory interest subject to property taxation, and that Lessee may be subject to the payment of property taxes levied on such interest.

19. Late Charges. Lessee acknowledges that late payment of rent or any sums due under this Lease will cause Lessor to incur costs not contemplated herein, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any sum due from Lessee is not received by the day it is due, then without requirement for notice to Lessee, Lessee shall pay a late charge of ten percent (10%) **per month, plus interest at the rate of ½ of 1% (.005%) per month or portion thereof, from the date the rent becomes due.** The Parties agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment. Acceptance of such late charge shall in no event constitute a waiver of Lessee's default, nor prevent Lessor from exercising any of the other rights and remedies granted in this Lease. In the event that a late charge is payable for three (3) consecutive installments of rent, then minimum monthly rent shall automatically become due and payable quarterly in advance, rather than monthly. The quarterly advance payments of rent will continue until Lessor notifies Lessee in writing.

20. Severability. If any portion of this Lease is ruled by a court of competent jurisdiction to be invalid, the remaining portions shall remain in full force and effect.

21. Entire Agreement; Amendments. This Lease contains all agreements of the Parties with respect to the Property. No prior agreement or understanding pertaining to any such matter shall be effective, whether oral or in writing. This Lease may only be modified in writing, signed by the Parties.

22. Notices. Any notice required or permitted to be given under this Lease shall be in writing and given by personal delivery or by first class mail to the address and person below. Either Party may, by notice to the other, specify a different address for notice purposes. Notice given by personal delivery shall be deemed received upon personal delivery. Notice given by mail shall be deemed received three (3) days after deposit in the U.S. Mail.

Lessor:	City of Avalon P.O. Box 707 Avalon, California 90704 Tele: 310/510-0220 Fax: 310/510-2478 Attention: Administration - Leases
Lessee:	Tele: Fax:

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23. Waivers. The waiver or failure to enforce any provision of this Lease by Lessor shall not be deemed to be a waiver of any future breach of that same provision or of any other provision of this Lease. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any provision of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

24. Holding Over. Lessee has no right to retain possession of the Property or any part thereof beyond the expiration or termination of this Lease. If Lessee, with Lessor's consent, remains in possession of the Property or any part of the Property after the expiration or termination of the Term of this Lease, such occupancy shall be a tenancy from month to month subject to all the provisions of this Lease.

25. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies available at law or in equity.

26. Binding Effect; Choice of Law. This Lease shall be binding upon and inure to the benefit of the Parties, their personal representatives, heirs, successors and assigns. This Lease shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Los Angeles County.

27. Attorneys' Fees and Costs. If either Party brings an action to enforce the Terms of this Lease or declare the rights of the Parties under this Lease, the prevailing Party shall be entitled to recover all costs and expenses incurred in such action, including reasonable attorneys' fees as fixed by the court or arbitrators.

28. Right to Enter Property. Lessor and Lessor's agents shall have the right to enter the Property, at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Property or Property as Lessor may deem necessary or desirable. Lessor may, at any time, place on or about the Property any "For Sale" signs and Lessor may, at any time, during the last 120 days of the Term of this Lease place on or about the Property any "For Lease" signs.

29. Records; Audit. Lessee shall keep records, reports and books of account substantially in accordance with general accepted accounting principles to reflect accurately the gross receipts, expenditures and net income of Lessee concerned with and related to its operations and activities under this Lease. Lessor shall have the right to inspect and audit Lessee's financial accounts, books and records to ensure Lessee's compliance with this Lease, at any time during the Term of this Lease. Lessor will provide a minimum written notice of the request to audit forty-eight (48) hours in advance of the audit.

30. Nondiscrimination. Lessee covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the use, occupancy, tenure, or enjoyment of the Property, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of employees, contractors or vendors in the Property.

31. Quiet Possession. Upon Lessee's payment of the rent for the Property and observing and performing all of the covenants, conditions and provisions to be observed and performed under this Lease, Lessee shall be entitled to have quiet possession of the Property for the Term of this Lease subject to all of the provisions of this Lease.

32. Compliance with Lessor's Rules for Use of Property. Lessee agrees that it will abide by, keep and observe all reasonable rules and regulations which Lessor may make from time to time for the management of the Property, including, without limitation, the delivery of supplies, the parking of vehicles and the preservation of the good order. The violations of any such rules and regulations shall be deemed a material breach of this Lease.

33. Third-Party Beneficiaries. There are no intended or incidental third-party beneficiaries of this Agreement.

34. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument and a fully executed Lease.

35. Compliance with California Civil Code Section 1938. Pursuant to and in compliance with California Civil Code section 1938, Lessee is notified that the Property has not undergone inspection by a Certified Access Specialist.

36. Authority to Execute. The individuals executing this Lease on behalf of each Party represent and warrant that they are fully authorized and legally capable of executing this Lease on behalf of that respective Party, and binding that Party thereto.

**[Signatures to Lease Agreement on Next Page]**

**Signature Page to Lease Agreement**

The Parties hereto have executed this lease on the date stated below:

Dated: \_\_\_\_\_

Lessee

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

City of Avalon

\_\_\_\_\_  
Ben Harvey, City Manager

Attest:

\_\_\_\_\_  
Denise Radde, City Clerk

**EXHIBIT 1  
to  
Lease Agreement**

**LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT 2  
to  
Lease Agreement**

**REQUEST FOR PROPOSALS FOR  
JOE MACHADO BALLFIELD CONCESSION STAND LESSEE**

**EXHIBIT 3  
to  
Lease Agreement**

**List of Equipment and Fixtures**

<b>Item</b>	<b>Description</b>
1	Air Curtain
2	Window with automatic air curtain
3	Mop Sink, incl Faucet & Mop Hanger
4	Overshelf 24"x12"x10-7/8"
5	Tankless Propane Water Heater (Qty. 2)
6	Hand Sink
7	Paper Towel Dispenser
8	Soap Dispenser
9	Overshelf 36"x12"x10-7/8" (Qty 3)
10	Sink, Three Compartment incl Faucet
11	Sink, One Compartment incl Faucet (Prep)
12	Reach-In Refrigerator, 2 sections
13	Reach-In Freezer, 1 section
14	Locker
15	Wire Shelving x 6 qty, 18"x72"
16	Wire Shelving x 6 qty, 18"x30"
17	Wire Shelving Posts x 8 qty
18	Work Table 24"48"35"with Double Overshelf
19	Work Table 24"x30"
20	Refrigerated Sandwich Unit with overshelf and sneezeguard
21	Hot Food Well
22	Work Table 30"x18"
23	Hood, 84"x54"x24"
24	Make Up (Air System)
25	Fire Suppression System (Ansul)
26	Range, 24", 4 open burners
27	Charbroiler, 24"
28	Fryer incl Drain Cabinet
29	French Fry Warmer
30	Equipment Stand 30"x24"x24" w/ 1" upturn on 3 sides
31	Work Table 30"x18"
32	Propane Tanks, 100 gallon (Qty 2)