

**AVALON CITY COUNCIL MEETING**  
**TUESDAY, MAY 17, 2016 – 5:30 P.M.**  
**CITY 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**

**CLOSED SESSION**

1. Conference with Legal Counsel—Existing Litigation:  
Island Charters, Inc. vs City of Avalon  
LASC Case No. BC 599760

**PLEDGE OF ALLEGIANCE / INVOCATION / ROLL CALL**

**ANNOUNCEMENTS / WRITTEN COMMUNICATIONS**

**CITY MANAGER REPORT / CITY ATTORNEY REPORT**

**COUNCILMEMBER REPORTS / MAYOR REPORT**

**PRESENTATIONS**

1. Outlining how Development Impact Fees work and the process to be undertaken.
2. Update from Southern California Edison on Stage II Water Rationing.
3. City-Wide Income Survey the City is conducting. with the Assistance of Michael Baker International, for the purpose of receiving a Disadvantages Community Designation.
4. Information on the City's new Ebus and Dial-a-Ride Transit service to begin operation June 1, 2016.

**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**

All items listed on the Consent Calendar are considered to be routine by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a specific item is removed from the Consent Calendar for further discussion and possible action.

**CITY COUNCIL AGENDA**  
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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 April 19, 2016 and May 3, 2016 regular City Council meetings.

2. Expenditures Submitted for Approval

- o Warrants in the amount of \$1,821,626.13
- o Two payrolls in the amount of \$457,115.30
- o Five electronic fund transfers totaling \$228,236.09

Recommended Action

Approve total expenditure amount of \$2,506,977.52.

3. Contract Extension - Catalina Transportation Services ART taxi voucher service and Authorization to Reimburse for Existing Dial-a-Ride tickets

Catalina Transportation Services (CTS) has been contracted to provide public transportation for the City of Avalon for the past twenty years. CTS operated three separate transit programs: Fixed Route (commonly referred as the Trolleys), Dial-a-Ride (commonly referred as purple tickets), and Avalon Rapid Transit (commonly referred as blue tickets). CTS's contract for all three services expires May 31, 2016. CTS has proposed to extend the contract, for the blue ticket program only, for the month of June, with the same terms as the current contract and reducing the administrative monthly fee by fifty percent.

Recommended Action

Authorize the Interim City Manager to extend Catalina Transportation's contract for the ART program (blue tickets) for one month at a reimbursement rate of \$9.77 per ticket, plus monthly fixed costs of \$3,036.75; and approve the reimbursement proposal for existing, valid Dial-a-Ride (purple) tickets.

4. Contract Amendment – ES Engineering Services, LLC

ES Engineering Services, LLC is the contractor for the City of Avalon's Wastewater System Operations, Management, Maintenance, and Monitoring. The proposed contract amendment will eliminate the administrative burden associated with processing ASAs, streamline the maintenance management activities, and provide more economical operations to the City.

Recommended Action

Authorize the Interim City Manager to enter into a contract amendment with ES Engineering Services, LLC Contract to authorize an additional \$156,900 to the annual base compensation for the maintenance and repair budget, ES staff overtime and other services and to clarify that the contract's Initial Term expires July 1, 2019.

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5. Interim Building Inspector

Steve Corralejo, from Charles Abbott Associates, Inc., will fill the spot of an Interim Building Inspector, 2-3 days per week, on a month-to-month basis until the new in-house Building Inspector position is filled.

Recommended Action

Approve an agreement with Charles Abbott Associates, Inc. to provide contract building inspection services while the recruitment for a permanent in-house Building Inspector is conducted.

6. Approval of Lease Transfer – Mole Ticketing Kiosk

John King, owner of TIXCI.com, leases a kiosk space at the Cabrillo Mole. Pursuant to his lease Mr. King has notified the City of his intention to sell his business and is requesting the City transfer his lease to the purchasers, Ian and Patrick Alexander of TourCatalina.com.

Recommended Action

Approve transfer and authorize the Interim City Manager to execute an amendment to the lease upon payment of the transfer fee as provided in lease.

7. Fourth Amendment to Franchise and Lease Agreement with CR&R, Inc.

The current agreement with CR&R, Inc. (Avalon Environmental) requires Multi-Family and Commercial customers with bin service to clean and sanitize their containers. The draft amendment would modify the agreement to require CR&R to swap dirty bins and similar containers for newly cleaned and sanitized ones four times per year. In addition, the draft amendment would provide the City with a cash-out credit in the amount of \$6,610. This cash-out would compensate the City for the cash value of ten recycling receptacles CR&R is required to provide under the agreement for placement along Crescent Avenue. The cash-out value will provide the City more flexibility in selecting the receptacles.

Recommended Action

Authorize the Interim City Manager to enter into a Fourth Amendment to the Franchise and Lease Agreement with CR&R, Inc. to authorize additional bin cleanings and to provide a cash-out to the City for recycling receptacles.

**GENERAL BUSINESS**

8. Contract Consideration For Taxi Voucher Program - Catalina Transportation Services

The City of Avalon's transportation program will be changing contractors as the result of a competitive bid process. The new contractor will begin operations of the City's fixed-route and Dial-a-Ride system June 1, 2016. The taxi voucher (blue ticket program) was not part of the competitive bidding because it is intrinsically linked with the taxi company (CTS).

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Recommended Action

Review, discuss and provide direction regarding Catalina Transportation Services proposal for a taxi-voucher program.

9. Encroachment Permit for Catalina Island Museum tie backs for Museum Amphitheater Shoring

Catalina Island Museum is proposing to install tie backs along the edge of the property which would protrude into Calle del Sol Road. The Avalon Municipal Code states that an encroachment may be granted if the City Council determines an encroachment is necessary or desirable, that the use of the encroachment does not create a substantial adverse impact on persons or property, and that the encroachment use does not adversely affect the public health, welfare, or safety.

Recommended Action

Approve Encroachment Permit with recommended conditions.

10. Cabrillo Mole Revitalization Plan Summary Presentation

The Cabrillo Mole Revitalization Plan was identified as one of the Council's goals. The purpose of the plan was to determine viability, identify needs and opportunities for revenue, provide for public input, engage key stakeholders, and research funding and financing mechanisms for infrastructure improvements.

Recommended Action

Receive, review and file the Cabrillo Mole Revitalization Plan.

**CLOSED SESSION**

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: One City leased property – Casino Dock Cafe

Agency Negotiators: City Council, Interim City Manager Denise Radde and City Attorney Scott Campbell

Under Negotiation: Price and terms of payment

3. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant Exposure to Litigation pursuant to subdivision (d) (2) of Section 54956.9

Number of cases: One

4. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

5. Conference with Legal Counsel—Existing Litigation:

Falls Canyon Road, DTSC- Docket No. I-SED 11/12-003

**CITY COUNCIL AGENDA  
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**ADJOURN**

**NOTICE OF POSTING**

I, Denise Radde, declare that the City Council Agenda for May 17, 2016 was posted Saturday, May 14, 2016, 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.



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Denise A. Radde, City Clerk / Interim City Manager

CITY OF AVALON CITY COUNCIL

MEETING DATE: May 17, 2016

AGENDA ITEM: 1

ORIGINATING DEP: City Clerk

CITY MANAGER: BR

PREPARED BY: Denise Radde, City Clerk

SUBJECT: City Council Actions

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**RECOMMENDED ACTION(S):** Approve actions from the April 19, 2016 and May 3, 2016 regular City Council meetings.

**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:** Not aligned,

**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: May 17, 2016  
ORIGINATING DEP: Finance  
PREPARED BY: Robert Mescher, Finance Director  
SUBJECT: Warrants

AGENDA ITEM: 2  
CITY MANAGER: DR

**RECOMMENDED ACTION(S):** Approve the total disbursements from April 8, 2016 through May 6, 2016 totaling \$2,506,977.52.

**REPORT SUMMARY:** These disbursements from April 8, 2016 to May 6, 2016 are comprised of warrants totaling \$1,821,626.13, two payrolls totaling \$457,115.30, and five electronic funds transfers totaling \$228,236.09.

US Bank Warrants #22192-22258 - \$230,000.03 – April 8, 2016
US Bank Warrants #22259-22335 - \$946,209.58 – April 22, 2016
US Bank Warrant #22336 - \$2,839.15 – April 25, 2016
US Bank Warrant #22337 - \$20,945.00 – April 26, 2016
US Bank Warrants #22338-22340 - \$13,773.60 – April 29, 2016
US Bank Warrants #22341-22413 - \$607,858.77 – May 6, 2016
Payroll - \$208,341.24 – April 15, 2016
Payroll - \$248,774.06 – April 29, 2016
EFT – Creative Bus Sales - \$91,723.26 – April 12, 2016
EFT – CALPERS Retirement - \$29,354.75 – April 18, 2016
EFT – Board of Equalization - \$1,619.00 – April 29, 2016
EFT – CALPERS Retirement - \$29,527.55 – May 2, 2016
EFT – CALPERS Health - \$76,011.53 – May 2, 2016

Expenses that have been reimbursed through payroll are included in this report as new supplemental information and will be included in subsequent warrant reports.

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

**FISCAL IMPACTS:** There are sufficient funds available, and the expenditures are included in the adopted FY 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

CITY OF AVALON  
DISBURSEMENTS FOR MONTH OF APRIL & MAY 2016  
May 17, 2016

DESCRIPTION	AMOUNT	DATE
US BANK WARRANTS CK# 22192-22258	\$ 230,000.03	4/8/2016
US BANK WARRANTS CK# 22259-22335	946,209.58	4/22/2016
US BANK WARRANT CK #22336	2,839.15	4/25/2016
US BANK WARRANT CK# 22337	20,945.00	4/26/2016
US BANK WARRANTS CKS# 22338-22340	13,773.60	4/29/2016
US BANK WARRANTS CK# 22341-22413	607,858.77	5/6/2016
PAYROLL	208,341.24	4/15/2016
PAYROLL	248,774.06	4/29/2016
EFT - CREATIVE BUS SALES	91,723.26	4/12/2016
EFT - CALPERS RETIREMENT	29,354.75	4/18/2016
EFT - BOARD OF EQUALIZATION	1,619.00	4/29/2016
EFT - CALPERS RETIREMENT	29,527.55	5/2/2016
EFT - CALPERS HEALTH	76,011.53	5/2/2016

TOTAL DISBURSEMENTS

\$ 2,506,977.52

EXPENSES REIMBURSED THROUGH PAYROLL  
AND INCLUDED IN THE ABOVE TOTAL

\$ 8,702.22

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 17TH DAY OF MAY 2016

APPROVED AND AUDITED  
THIS 17TH DAY OF MAY 2016

AUDIT COMMITTEE - RICHARD HERNANDEZ

AUDIT COMMITTEE - CINDE CASSIDY

FINANCE DIRECTOR - ROBERT MESCHER

AVALON CITY COUNCIL  
MEETING OF MAY 17, 2016

FY 16

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
22341	05/06/16	\$ 12,657.41	AAA OIL, INC	RESALE FUEL - FD
22342	05/06/16	258,126.69	ASSOCIATED PACIFIC CONSTRUCT.	PROGRESS PYMT - FUEL DK
22343	05/06/16	6,719.95	ASSOCIATED SOILS ENGINEER	SERVICE - FUEL DOCK PROJ.
22344	05/06/16	249.20	AT&T MOBILITY	COMMUNICATIONS - HARBOR
22345	05/06/16	535.76	AVALON FREIGHT SERVICES	FREIGHT - ALL DEPTS
22346	05/06/16	3,168.30	BEYOND SOFTWARE SOLUTIONS	CONTRACT SVC - ADMIN
22347	05/06/16	41.37	BLUE TARP FINANCIAL	SUPPLIES - GARAGE
22348	05/06/16	56.00	CAMPBELL, STEPHANIE	REFUND - RECREATION FEES
22349	05/06/16	31,250.00	CARNIVAL CRUISE LINES	QTRLY INCENTIVE PYMT
22350	05/06/16	3,106.82	CATALINA BEVERAGE	SUPPLIES - ALL DEPTS
22351	05/06/16	1,946.78	CATALINA BROADBAND SOLUTION	SERVICE - ALL DEPTS
22352	05/06/16	276.00	CATALINA EXPRESS	TRAVEL - ADMIN/RECREATION
22352	05/06/16	27,774.60	CATALINA EXPRESS	1ST HLF 4/16 - SUBSIDY
22353	05/06/16	190.73	CATALINA FLYING BOAT	FREIGHT 2016 ELECTION
22354	05/06/16	386.88	CIMC	EMPLOYEE PHYSICALS
22354	05/06/16	26,400.00	CIMC	SALES TAX PASS THRU
22355	05/06/16	1,408.08	CATALINA ISLAND PLUMBING	SERVICE - HRB/PW
22356	05/06/16	34,947.33	CATALINA TRANSPORTATION	CONTRACT SVC - MAR/APR 16
22357	05/06/16	4,732.59	CDW GOVERNMENT	SUPPLIES - IT
22358	05/06/16	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
22359	05/06/16	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
22360	05/06/16	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
22361	05/06/16	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
22362	05/06/16	2,678.33	CHET'S HARDWARE	SUPPLIES - ALL DEPTS
22363	05/06/16	13,968.53	COOPERATIVE PERSONNEL SVC	CONTRACT SVCS - COUNCIL
22364	05/06/16	7,096.74	DELTA DENTAL	DENTAL - MAY 2016
22365	05/06/16	4,410.00	CONSTRUCTORS PLUS	CONTRACT SVC - ADMIN
22366	05/06/16	4,680.00	CONSTRUCTORS PLUS	CONTRACT SVC - ADMIN
22367	05/06/16	259.86	DODGE DATA & ANALYTICS	SERVICE - ADMIN
22368	05/06/16	2,975.00	EBUS	SALES TAX ADJUSTMENT
22369	05/06/16	21,635.91	EDISON	UTILITIES - ALL DEPTS
22370	05/06/16	21,690.00	ESG ENGINEERING	CONTRACT SVC - PW/PLANNING
22371	05/06/16	112.50	ESGIL CORPORATION	SERVICE - PLANNING
22372	05/06/16	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
22373	05/06/16	5,798.10	GALLS, LLC	UNIFORMS - FIRE
22374	05/06/16	1,197.50	GARCIA, BETTY JO	REIMB RETIREE MEDICAL
22375	05/06/16	4,805.40	GATORWRAPS	SUPPLIES - EBUS LOGO
22376	05/06/16	1,278.40	ARIENS SPECIALTY BRANDS	SUPPLIES - PUBLIC WKS
22377	05/06/16	229.94	GRAINGER	SUPPLIES - FIRE
22378	05/06/16	1,125.00	HDL COREN & CONE	CONTRACT SVC - ADMIN
22379	05/06/16	23,498.18	IDR ENVIRONMENTAL SVCS	HHW DISPOSAL - ALL DEPTS
22380	05/06/16	597.92	JUDICIAL DATA SYSTEMS	PARKING ACTIVITY - MAR 16
22381	05/06/16	11,589.30	LIEBERT CASSIDY WHITMORE	CONTRACT SVC - ADMIN
22382	05/06/16	4,085.00	LIFETIME PRODUCTS, INC.	SUPPLIES - RECREATION
22383	05/06/16	602.62	MATTHEWS INTERNATIONAL	SUPPLIES - CEMETERY
22384	05/06/16	176.50	MCMASTER-CARR	SUPPLIES - HARBOR
22385	05/06/16	1,187.65	MINUTEMAN PRESS	SERVICE - ADMIN
22386	05/06/16	250.00	MYGOV	SERVICE - ADMIN
22387	05/06/16	59.33	NEOPOST PRIORITY	SUPPLIES - ADMIN
22388	05/06/16	3,355.00	ON THE WING FALCONRY	CONTRACT SVC - CDO

22389	05/06/16	90.00	PERRY, MICHAEL	REFUND - CEMETERY
22390	05/06/16	125.00	PINS ADVANTAGE, INC.	SERVICE - ADMIN
22391	05/06/16	204.90	PORT SUPPLY	SUPPLIES - GARAGE
22392	05/06/16	66.26	PRAXAIR	SUPPLIES - GARAGE
22393	05/06/16	450.22	QUILL CORP.	SUPPLIES - ALL DEPTS
22394	05/06/16	15,486.88	MICHAEL BAKER INTERNATIONAL	CONTRACT SVC - ADMIN/PLAN
22395	05/06/16	995.50	REGIONAL GOVERNMENT SVCS	CONTRACT SVC - ADMIN
22396	05/06/16	904.75	RICOH AMERICAS CORP.	COPIER LEASE - PLANNING
22397	05/06/16	663.91	RICOH USA, INC.	COPIER LEASE - PLANNING
22398	05/06/16	168.00	ROBERT A. HERNANDEZ	SUPPLIES - PUBLIC WKS
22399	05/06/16	310.34	SAC. METROPOLITAN FIRE DIST.	GEMT FEES - FIRE
22400	05/06/16	3,348.00	SAND TRAP	SENIOR MEALS DEC-MAR 16
22401	05/06/16	1,716.80	SANTA CAT. RESORT SVCS	REFUND - PARCEL ASSES.
22402	05/06/16	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
22403	05/06/16	15,937.00	SEAWAY CO. OF CATALINA	RESALE FUEL - FD
22403	05/06/16	4,314.97	SEAWAY CO. OF CATALINA	FUEL - ALL DEPTS
22404	05/06/16	447.99	SUN LIFE INSURANCE CO.	LIFE INSURANCE - MAY 2016
22405	05/06/16	2,191.35	SUNGARD PUBLIC SECTOR	SOFTWARE LEASE - FINANCE
22406	05/06/16	712.50	SUPERIOR COURT OF CALIF.	PARKING CITATIONS 3/16
22407	05/06/16	3,420.00	TRILLIUM SOLUTIONS	EBUS BRANDING
22408	05/06/16	12.00	UNDERGROUND SERVICE ALERT	SERVICE - PUBLIC WKS
22409	05/06/16	740.80	VERIZON WIRELESS	COMMUNICATIONS - ALL DEPTS
22410	05/06/16	154.00	WAROT, AL	REIMB O/P COSTS
22411	05/06/16	337.55	WITMER PUBLIC SAFETY	SUPPLIES - FIRE
22412	05/06/16	700.00	WITTMAN ENTERPRISES, LLC	SERVICE - FINANCE
22413	05/06/16	1,042.85	ZEST CATERING & EVENTS	USC PYMT - 4TH OF JULY

**\$ 607,858.77**

AVALON CITY COUNCIL  
MEETING OF MAY 17, 2016

FY 16

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
22259	04/22/16	10689.50	AAA OIL, INC	RESALE FUEL - FD
22260	04/22/16	2,046.74	ADVANCED WIRING, LLC	SERVICE - IT
22261	04/22/16	67.70	AIR SOURCE INDUSTRIES	SUPPLIES - FIRE
22262	04/22/16	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
22263	04/22/16	11,210.39	AMERICAN EXPRESS	CREDIT CARD CHGS - ALL DPTS
22264	04/22/16	249.40	AMERIFLEX	FSA ADMIN FEES - ADMIN
22265	04/22/16	3,120.00	AMMA TRANSIT PLANNIN	CONTRACT SVC - MAR 16
22266	04/22/16	614.10	ANTHEM BLUE CROSS	RETIREE MEDICAL - 5/2016
22267	04/22/16	858.00	ANTONIO'S	SENIOR MEALS - MAR 16
22268	04/22/16	210,973.19	ASSOCIATED PACIFIC CONSTRUCT.	PROGRESS PYMT - FUEL DK
22269	04/22/16	5,171.22	AT & T	COMMUNICATIONS - ALL DEPTS
22270	04/22/16	14.09	AT & T	COMMUNICATIONS - ALL DEPTS
22271	04/22/16	5,557.92	AVALON BOAT STAND	SUPPLIES - HARBOR
22272	04/22/16	121,173.65	AVALON ENVIRONMENTAL SVCS	CONTRACT SVC - MAR 16
22273	04/22/16	123.81	AVALON FREIGHT SERVICES	FREIGHT - ALL DEPTS
22274	04/22/16	48,489.01	BEST, BEST & KRIEGER, LLP	CONTRACT SVC - FEB 2016
22275	04/22/16	7,241.60	BEYOND SOFTWARE SOLUTIONS	CONTRACT SVC - ADMIN
22276	04/22/16	1,591.02	BLUE TARP FINANCIAL	SUPPLIES - PW/GARAGE
22277	04/22/16	4,249.97	CATALINA BEVERAGE	SUPPLIES - ALL DEPTS
22278	04/22/16	2,152.50	CATALINA BOATYARD	STORAGE FEES - HARBOR
22279	04/22/16	231.00	CATALINA EXPRESS	TRAVEL - ADMIN/PLANNING
22279	04/22/16	32,558.40	CATALINA EXPRESS	2ND HLF 3/16 - SUBSIDY
22280	04/22/16	1,137.76	CIMC	PHYSICALS - HARBOR
22281	04/22/16	325.00	CATALINA STEAM CLEANING	SERVICE - HARBOR
22282	04/22/16	300.41	CDW GOVERNMENT	SUPPLIES - IT
22283	04/22/16	608.98	CHARLES ABBOTT & ASSOC.	CONTRACT SVC - PUBLIC WKS
22284	04/22/16	125.00	CHAVEZ, CARMEN	ELECTION 2016
22285	04/22/16	104,618.05	CO. OF LA SHERIFF'S DEPT.	RESIDENT DEPUTY - MAR 16
22286	04/22/16	25.81	COMPOSITES ONE, LLC.	SUPPLIES - HARBOR
22287	04/22/16	41,011.00	CRUMP & COMPANY	STORM GATES - PUBLIC WKS
22288	04/22/16	4,770.00	CONSTRUCTORS PLUS	CONTRACT SVC - ADMIN
22289	04/22/16	5,130.00	CONSTRUCTORS PLUS	CONTRACT SVC - ADMIN
22290	04/22/16	264.00	DEWEY PEST CONTROL	SERVICE - ADMIN/HARBOR
22291	04/22/16	18,480.84	EDISON	UTILITIES - ALL DEPTS
22292	04/22/16	83,168.42	ENVIRON STRATEGY CONSULTANT	CONTRACT SVC - NOV 15
22292	04/22/16	83,168.42	ENVIRON STRATEGY CONSULTANT	CONTRACT SVC - MAR 16
22292	04/22/16	36,180.74	ENVIRON STRATEGY CONSULTANT	EMER. RPR WK ORDERS
22293	04/22/16	258.00	ESGIL	SERVICE - PLANNING
22294	04/22/16	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
22295	04/22/16	6,914.62	GALLS, LLC	UNIFORMS - FIRE
22296	04/22/16	1,046.24	ARIENS SPECIALTY BRANDS	SUPPLIES - PW/GARAGE
22297	04/22/16	346.52	GRAINGER	SUPPLIES - FIRE/HARBOR
22298	04/22/16	465.28	HAAKER	SUPPLIES - GARAGE
22299	04/22/16	625.00	HAMILTON, KATHERINE	CONTRACT SVC - MAR 16
22300	04/22/16	2,062.28	HOEFS, STEVEN	RETIREE MEDICAL JAN-APR 16
22301	04/22/16	5,328.91	HOME DEPOT CREDIT SVCS	SUPPLIES - PUBLIC WKS
22302	04/22/16	756.00	KATIE'S KITCHEN	SENIOR MEALS - MAR 16
22303	04/22/16	245.17	KIMLEY-HORN & ASSOCIATES	SERVICE - ADMIN
22304	04/22/16	125.00	LAVELLE, ELENA	ELECTION 2016
22305	04/22/16	125.00	LAVELLE, LISA	ELECTION 2016

AVALON CITY COUNCIL  
MEETING OF MAY 17, 2016

FY 16

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
22306	04/22/16	15,036.00	LIEBERT CASSIDY WHITMORE	CONTRACT SVC - ADMIN
22307	04/22/16	125.00	LINCOLN, AMELIA	ELECTION 2016
22308	04/22/16	62.50	MARTIN, CHARLES	ELECTION 2016
22309	04/22/16	62.50	MARTIN, PAMELA	ELECTION 2016
22310	04/22/16	345.99	MCMASTER-CARR	SUPPLIES - HARBOR
22311	04/22/16	651.24	MIKE ROCHE PRINTING	SUPPLIES - HARBOR
22312	04/22/16	150.00	MONROE, JENNIFER	ELECTION 2016
22313	04/22/16	576.00	MR. NING'S	SENIOR MEALS - MAR 16
22314	04/22/16	3,355.00	ON THE WING FALCONRY	CONTRACT SVC - CDO
22315	04/22/16	2,690.95	OUTDRIVE EXCHANGE	SUPPLIES - GARAGE
22316	04/22/16	706.30	PORT SUPPLY	SUPPLIES - ALL DEPTS
22317	04/22/16	720.00	QSCEND TECHNOLOGIES	SERVICE - IT
22318	04/22/16	262.79	QUILL CORP.	SUPPLIES - ALL DEPTS
22319	04/22/16	11,030.00	MICHAEL BAKER INTERNATIONAL	CONTRACT SVC - PUBLIC WKS
22320	04/22/16	7,480.00	REGIONAL GOVERNMENT SVCS	CONTRACT SVC - ADMIN
22321	04/22/16	3,300.45	RICOH USA, INC.	COPIER LEASES - PLANNING
22322	04/22/16	1,237.50	ROSENOW SPEVACEK GROUP	CONTRACT SVC - HA/SA
22323	04/22/16	916.35	ALBERTSONS SAFEWAY	SUPPLIES - ALL DEPTS
22324	04/22/16	11,217.50	SIRIA'S CLEANING SERVICE	CONTRACT SVC - ADMIN
22325	04/22/16	346.54	SOUTH COAST AQMD	PERMIT FEES - FIRE
22326	04/22/16	100.00	STATE FIRE TRAINING	CERTIFICATION FEE - FIRE
22327	04/22/16	1,282.00	SWRCB	PERMIT FEES - WWTP
22328	04/22/16	23.31	UNITED PARCEL SERVICE	FREIGHT - ALL DEPTS
22329	04/22/16	100.00	VAN EVERY, BEATRICE	ELECTION 2016
22330	04/22/16	9,525.00	VEGA, EDMUNDO	CONTRACT SVC - MAY 16
22331	04/22/16	150.00	WARNER, MICHELLE	ELECTION 2016
22332	04/22/16	135.00	WILMES, LLC	SERVICE - RECREATION
22333	04/22/16	26.00	ZAVIN'S UNIFORMS	UNIFORMS - HARBOR
22334	04/22/16	4,300.00	HERNANDEZ, SALVADOR	CONTRACT SVC - ADMIN
22335	04/22/16	4,300.00	TAEGER, KEVIN	CONTRACT SVC - ADMIN
22336	04/25/16	2,839.15	BEST, BEST & KRIEGER, LLP	IIPP TRAINING - ALL DEPTS
22337	04/26/16	20,945.00	BLUE WATER DESIGN GRP	SERVICE - FUEL DOCK
22338	04/29/16	13,613.60	HOTEL ATWATER	USC PYMT - 4TH OF JULY
22339	04/29/16	95.00	LITZINGER, LISA	REIMB O/P COSTS - TRAVEL
22340	04/29/16	65.00	MCCOY, PILAR	REIMB O/P COSTS - TRAVEL

\$ 983,767.33

AVALON CITY COUNCIL  
MEETING OF MAY 17, 2016

FY16

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
22192	04/08/16	\$2,398.35	ADLER WESTERN, INC.	SUPPLIES - GARAGE
22193	04/08/16	78.61	ART, CAPS N' DESIGN	SUPPLIES - HARBOR
22194	04/08/16	249.00	AT & T MOBILITY	COMMUNICATIONS - HARBOR
22195	04/08/16	3,953.53	AVALON MOORING & DIVING	SERVICE - HARBOR
22196	04/08/16	1,008.97	BLUE TARP FINANCIAL	SUPPLIES - PUBLIC WKS
22197	04/08/16	4,051.50	BORDIN MARTORELL, LLP	LITIGATION COSTS - ADMIN
22198	04/08/16	235.43	CANBY, CLAUDIA	SUPPLIES - PUBLIC WKS
22199	04/08/16	314.01	CARUSO FORD	SUPPLIES - GARAGE
22200	04/08/16	720.66	CATALINA BEVERAGE	SUPPLIES - ALL DEPTS
22201	04/08/16	1,946.78	CATALINA BROADBAND SOLUTIONS	SERVICE - ALL DEPTS
22202	04/08/16	71.14	CATALINA DISCOUNT & VARIETY	SUPPLIES - GARAGE
22203	04/08/16	28,917.00	CATALINA EXPRESS	1ST HLF 3/16 - SUBSIDY
22204	04/08/16	216.52	CATALINA FREIGHT LINE	FREIGHT - ALL DEPTS
22205	04/08/16	46,189.71	CIMC	PASS THRU SALES TAX
22206	04/08/16	1,481.33	CATALINA ISLANDER	ADVERTISING - ALL DEPTS
22207	04/08/16	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
22208	04/08/16	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
22209	04/08/16	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
22210	04/08/16	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
22211	04/08/16	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
22212	04/08/16	3,479.09	CHET'S HARDWARE	SUPPLIES - ALL DEPTS
22213	04/08/16	488.00	COLLINS COLLINS MUIR & STEWARD	LITIGATION COSTS - ADMIN
22214	04/08/16	1,720.89	COMPOSITES ONE, LLC	SUPPLIES - HARBOR
22215	04/08/16	4,860.00	CONSTRUCTORS PLUS	CONTRACT SVC - ADMIN
22216	04/08/16	4,770.00	CONSTRUCTORS PLUS	CONTRACT SVC - ADMIN
22217	04/08/16	4,889.95	EDISON	UTILITIES - ALL DEPTS
22218	04/08/16	67.11	EDD	QTRLY U/I PYMT
22219	04/08/16	20,710.57	ENVIRON STRATEGY CONSULTANTS	EMER. RPR WK - WWTP
22220	04/08/16	4,199.45	ESGIL CORPORATION	SERVICE - PLANNING
22221	04/08/16	1,442.01	GALLS, LLC	UNIFORMS - FIRE
22222	04/08/16	3,739.22	GRAINGER	SUPPLIES - FIRE/GARAGE
22223	04/08/16	2,027.50	HELVETIC CONSULTING	CONTRACT SVC - PLANNING
22224	04/08/16	1,794.87	HINDERLITER, DE LLAMAS	CONTRACT SVC - ADMIN
22225	04/08/16	4,768.77	HINIKER, MICHAEL	REFUND - PARCEL OVERPYMT
22226	04/08/16	2,620.67	IDEXX DISTRIBUTION	SUPPLIES - CDO
22227	04/08/16	696.78	JORDAHL CONSTRUCTION	SUPPLIES - CITY RESTROOMS
22228	04/08/16	199.80	JUDICIAL DATA SYSTEMS	PARKING ACT - 2/16
22229	04/08/16	1,560.00	KICK IT UP KIDZ, LLC	SERVICE - RECREATION
22230	04/08/16	67.62	MACKTAL, JOHN	SUPPLIES - GARAGE
22231	04/08/16	181.56	MATTHEWS INTERNATIONAL	SUPPLIES - CEMETERY
22232	04/08/16	158.47	MCMaster-CARR	SUPPLIES - HARBOR
22233	04/08/16	296.68	MED-TECH RESOURCE	SUPPLIES - FIRE
22234	04/08/16	250.00	MYGOV	SERVICE - ADMIN
22235	04/08/16	2,358.49	NAPA AUTO PARTS	SUPPLIES - GARAGE
22236	04/08/16	1,000.00	NEOFUNDS BY NEOPOST	LINE OF CREDIT - POSTAGE
22237	04/08/16	1,140.00	NIELSEN BEAUMONT MARINE	SERVICE - HARBOR
22238	04/08/16	45.00	NORTON MEDICAL INDUSTRIES	PRE-EMPLOYMENT SCREEN
22239	04/08/16	112.75	NRS	SUPPLIES - HARBOR
22240	04/08/16	38,082.00	OLAUNU, LLC	SERVICE - ADMIN
22241	04/08/16	3,355.00	ON THE WING FALCONRY	CONTRACT SVC - CDO

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AVALON CITY COUNCIL  
MEETING OF MAY 17, 2016

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
22242	04/08/16	125.00	PINS ADVANTAGE	SERVICE - ADMIN
22243	04/08/16	2,614.85	PORT SUPPLY	SUPPLIES - GARAGE/HBR
22244	04/08/16	61.99	PRAXAIR	SUPPLIES - GARAGE
22245	04/08/16	553.78	QUILL CORP	SUPPLIES - ALL DEPTS
22246	04/08/16	67.98	QUINN COMPANY	SUPPLIES - GARAGE
22247	04/08/16	172.50	MICHAEL BAKER INTERNATIONAL	SERVICE - ADMIN
22248	04/08/16	4,722.95	REGIONAL GOVERNMENT SVC	CONTRACT SVC - ADMIN
22249	04/08/16	242.66	RESOURCE DISTRIBUTION	REIMB O/P COSTS - FREIGHT
22250	04/08/16	6,807.50	ROSENOW SPEVACEK GROUP	SERVICE - SA/HA
22251	04/08/16	360.19	SANTA CATALINA RESORT SVC	UTILITIES - ADMIN
22252	04/08/16	9,832.85	SEAWAY COMPANY OF CATALINA	RESALE FUEL - FD
22253	04/08/16	650.00	SIMPLEX GRINELL	SERVICE - FIRE
22254	04/08/16	287.50	SUPERIOR COURT OF CALIFORNIA	PARKING CITATIONS 2/16
22255	04/08/16	19.50	UNDERGROUND SERVICE ALERT	SERVICE - PUBLIC WKS
22256	04/08/16	43.67	UNITED PARCEL SERVICE	FREIGHT - HARBOR
22257	04/08/16	247.32	WITMER PUBLIC SAFETY	SUPPLIES - FIRE
22258	04/08/16	275.00	WITTMAN ENTERPRISES	SERVICE - FINANCE

**\$230,000.03**

## MEETING OF MAY 17, 2016

FY16

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
17598	4/29/2016	\$ 75.58	STEPHEN CARROLL	Harbor Fund / Uniform Allowance
17600	4/29/2016	\$ 1,212.18	MICHAEL BROOKS	Harbor Fund / State Training
17604	4/29/2016	\$ 69.23	DAVID HART	Recreation / Special Dept. Expenses
17607	4/29/2016	\$ 5,736.25	AMANDA COOK	Planning / Health Insurance Reimb.
17624	4/29/2016	\$ 700.00	MICHAEL KRUG	Fire / Training / Travel
17631	4/29/2016	\$ 30.00	ROBERT MESCHER	Finance / Training / Travel
17642	4/29/2016	\$ 291.60	W.F. OLSEN	Travel - Councilmember
17643	4/29/2016	\$ 51.37	CINDE MACGUGAN-CASSIDY	Travel - Councilmember
17709	4/14/2016	\$ 481.53	DEREK GEORGE	Transportation Fund / Training / Travel
53658	4/29/2016	\$ 54.48	ANN MARSHALL	Travel - Councilmember

\$ 8,702.22

CITY OF AVALON CITY COUNCIL

MEETING DATE: May 17, 2016 AGENDA ITEM: 3  
ORIGINATING DEP: Administration CITY MANAGER: AR  
PREPARED BY: Audra McDonald, Administrative Analyst  
SUBJECT: Contract Extension - Catalina Transportation Services ART taxi voucher service and Authorization to Reimburse for Existing Dial-a-Ride tickets

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**RECOMMENDED ACTION(S):** Authorize the Interim City Manger to extend Catalina Transportation's contract for the ART program (blue tickets) for one month at a reimbursement rate of \$9.77 per ticket, plus monthly fixed costs of \$3,036.75; and approve the reimbursement proposal for existing, valid Dial-a-Ride (purple) tickets.

**REPORT SUMMARY:** Catalina Transportation Services (CTS) has been contracted to provide public transportation for the City of Avalon for the past twenty years. CTS operated three separate transit programs:

- Fixed Route (commonly referred as the Trolleys)
- Dial-a-Ride (commonly referred as purple tickets)
- Avalon Rapid Transit (commonly referred as blue tickets)

The City embarked upon a public bid for the fixed route and dial-a-ride systems and a new contractor was chosen, with service to begin June 1, 2016.

CTS's contract for all three services expires May 31, 2016. CTS has proposed to extend the contract, for the blue ticket program only, for the month of June, with the same terms as the current contract and reducing the administrative monthly fee by fifty percent. As a separate item tonight, the City Council will review a proposal by CTS for a taxi-voucher program.

Due to a new provider operating the Dial-a-Ride on June 1, 2016, the City must also determine the status of the existing, un-expired purple tickets that riders have paid for, but not yet redeemed. CTS propose the new operator honor the purple tickets and will then reimburse the City the \$1.50 per ticket. This will allow Dial-a-Ride passengers to utilize valid tickets. The contract with the new operator has all fare box revenue going to the City. While the City will lose .50 cents per ride in fare box if the old tickets are honored, it will make the transition easier for the rider.

**GOAL ALIGNMENT:** Goal 6 – Comprehensive Transportation Review

**FISCAL IMPACTS:** There are sufficient funds in the current transportation budget to cover the one month contract extension.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** There would not be a taxi voucher program for the month of June and an alternative solution for reimbursement of existing Dial-a-Ride tickets would need to be developed.

**FOLLOW UP ACTION:** Extend the contract with CTS for the month of June, with the terms listed above and accept the proposal for unexpired Dial-a-Ride tickets.

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

**ATTACHMENTS:** CTS Proposal

## **AVALON RAPID TRANSIT (ART) AND DIAL-A-RIDE (DAR) PROPOSAL FOR TICKETS SOLD; UN-USED & VALID PAST MAY 31, 2016**

Currently there are 1,314 ART tickets remaining and 1,072 DAR tickets remaining that have been sold to the public, are still valid but are not used as of this date.

CTS is proposing the following terms to ensure the citizens of Avalon remain satisfied and affected as little as possible with all the current changes in the public transportation programs:

- All DAR tickets used after May 31, 2016 will be honored by the new public transportation contractor
- New public transportation contractor will submit tickets to the City of Avalon as payment in full
- City of Avalon will submit a bill to CTS for DAR tickets that are used by the 15<sup>th</sup> of the following month along with a copy of all tickets to ensure tickets are still valid
- CTS will pay City of Avalon \$1.50 per DAR ticket used within 30 days of receipt of bill
- ART contract will be extended through June 30, 2016 with the same terms at \$9.77 per ticket used and monthly fixed costs at \$3,036.75.
- ART tickets currently sold that are still of value can be traded in as credit towards the new ART taxi voucher program

CITY OF AVALON CITY COUNCIL

MEETING DATE: May 17, 2016

AGENDA ITEM: 4

ORIGINATING DEP: City Clerk

CITY MANAGER: BR

PREPARED BY: Denise Radde, Interim City Manager/City Clerk

SUBJECT: Contract Amendment – ES Engineering Services, LLC

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**RECOMMENDED ACTION(S):** Authorize the Interim City Manager to enter into a contract amendment to the ES Engineering Services, LLC Contract to authorize an additional \$156,900 to the annual base compensation for the maintenance and repair budget, ES staff overtime and other services and to clarify that the contract's Initial Term expires July 1, 2019.

**REPORT SUMMARY:** ES Engineering Services, LLC is the contractor for the City of Avalon's Wastewater System Operations, Management, Maintenance, and Monitoring. The proposed contract amendment was driven by a desire on the part of ES Engineering Services, LLC and the City of Avalon staff to achieve the following goals:

1. Eliminate the administrative burden associated with processing ASAs.
2. Streamline the maintenance management activities
3. Provide more economical operations to the City

Additionally, there are a few contract language items that need to be cleaned up. These are items to reflect the name change of Environ Strategy to ES Engineering Services, LLC that occurred in 2015, and to define specific dates related to the initial term and extension terms that were not completely defined in the original contract.

Reduce the administrative burden associated with processing ASAs

Both the City and ES have an administrative burden in processing Additional Services Authorization (ASA) invoices. ES's local staff has to prepare the documentation and cost estimates. It is then reviewed with City staff prior to City staff approval. Finally, ES corporate staff has to review all final billing against the ASA and invoice the final amount.

Normal maintenance is included in the base charge and does not require an ASA invoice. The proposed amendment increases the limit of Normal Maintenance from \$1,200 per Incident to \$5,000, reducing the ASA invoices.

The proposed amendment increases the annual Normal Maintenance Account from \$50,000 to \$120,000. The balance or deficit at the end of the year will be reconciled. Any unused balance will be returned the City, or if the Normal Maintenance exceeds \$120,000, the City shall

reimburse the contractor. The goal is to establish an account equal to the annual Normal Maintenance Costs to reduce the ASA invoices.

#### Increase to other services

The proposed amendment increases the annual Base Compensation of Other Services by about 10% from \$843,689 to \$930,589.

#### Eliminates Overtime charged to the City

The proposed amendment shifts the management and risk for overtime entirely to ES. Currently, the City pays for all overtime in excess of 200 hours, and overtime hours often end up assigned to an ASA project. The amendment shifts the entire overtime burden to ES, with no labor, including overtime, eligible to charge against the maintenance and repair budget or against any arbitrary cap that is the risk of the City.

#### Overall cost savings to the City

Ultimately, what benefits the City the greatest is cost management. This amendment offers not only better cost management, but also a cost reduction. By modeling the terms of the amendment against 2015 actual conditions, it is estimated based on costs in prior years that the City may realize an annual cost reduction of up to \$60,000. These savings are derived primarily from minimizing the ASA process. The current arrangement provides for a 15% mark-up on all costs for an ASA. Since the administrative burden to ES goes away, so does the mark-up. Additional, smaller savings are derived through the shifting of overtime risk and the elimination of labor being charged into ASA projects.

#### Conclusion

The proposed contract amendment will achieve each of the goals desired by the City and ES. Overall, we will have a contract that is easier to administer, at a cost that is more beneficial to the City.

**FISCAL IMPACTS:** The City will pay ES an additional \$156,900 base compensation annually to include all maintenance items and purchases below \$5,000 and all ES staff overtime. It is estimated, based on costs in prior years, that the City may realize an annual cost reduction of up to \$60,000 by reducing the ASA invoices and overtime.

**GOAL ALIGNMENT:** Streamlining the Finance Department processes and complying with the Cease and Desist Order.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The Agreement between the City and ES Engineering Services, LLC will not be amended as outlined above.

**FOLLOW UP ACTION:** Execute the contract amendment

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

**ATTACHMENTS:**

1. Draft ES Engineering Services, LLC contract amendment

**AMENDMENT NO. 1  
TO THE  
AGREEMENT FOR THE OPERATION, MANAGEMENT, MAINTENANCE AND  
MONITORING OF THE CITY OF AVALON WASTEWATER SYSTEM**

This Amendment No. 1 to the Agreement for the Operation, Management, Maintenance and Monitoring of the City of Avalon Wastewater System ("Amendment") is made by and between ES Engineering Services, LLC, a wholly owned subsidiary of Montrose Environmental Group ("Contractor"), and the City of Avalon, a municipal corporation ("City"). Contractor and City are collectively referred to in this Agreement as the "Parties" and individually as a "Party." The Parties enter into this Agreement in light of the following recited facts (each a "Recital").

**RECITALS**

A. On or about January 14, 2014, the Parties entered into the Agreement for the Operation, Management, Maintenance and Monitoring of the City of Avalon Wastewater System ("Agreement"), which established the terms and conditions under which Environ Strategy Consultants, Inc. operates, manages, maintains and monitors the Wastewater System in accordance with the Contract Standards, as defined in the Agreement.

B. Environ Strategy Consultants, Inc., changed its name to ES Engineering LLC and became a wholly owned subsidiary of Montrose Environmental Group.

C. The Contractor has been operating, managing, maintaining and monitoring the Wastewater System since on or about February 26, 2011, in accordance with the Agreement.

D. The City and the Contractor wish to amend the Agreement to modify the provisions relating to Major Maintenance and Minor Maintenance and to make changes to various terms of the Agreement.

NOW, THEREFORE, in consideration of the above Recitals, which are all incorporated into this Amendment by this reference, and of the mutual promises, covenants, undertakings and agreements set forth below, and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**TERMS**

**I. DEFINITIONS**

The following terms defined in Section I of the Agreement are hereby repealed and replaced in their entirety to read as follows:

**Extended Term** means the period of time beginning on July 1, 2019, during which time this Agreement may be extended by mutual written agreement of the Parties for an additional five (5) year term.

**Initial Term** means the period of time beginning on the Contract Date, and ending on June 30, 2019, unless earlier terminated.

**Major Maintenance** means reparative, corrective, or replacement activities required for operation continuity, safety and performance or to avert a failure of the equipment, vehicles or facilities or some component of the Wastewater System and costing more than five-thousand dollars (\$5,000.00) per Incident, not including labor or overhead provided by Contractor.

**Normal Maintenance** means routine inspections and preventative, reparative and corrective actions to address normal wear, tear and usage or required or recommended by the equipment or facility manufacturer or by the City or Contractor to maximize the useful life of equipment, vehicles and facilities and shall be limited to \$5,000.00 per Incident.

## II. TERM

The following provisions of Section II, Term, are hereby replaced in their entirety to read as follows:

B. Initial Term. The Initial Term of this Agreement shall be for a period of five (5) years, commencing on the Contract Date and ending on June 30, 2019, unless earlier terminated.

C. Extended Term. The Parties, by mutual written consent, except as otherwise provided for automatic extensions, may extend this Agreement, for an additional five (5) year term.

## III. SCOPE OF SERVICES

The following provisions of Section III, Scope of Services, are hereby replaced in their entirety to read as follows:

### B. Specific Operations Responsibilities [no change]

**3. Emergency Response.** At all times, Contractor shall be available to and shall respond promptly to all Emergencies, including any unauthorized release, discharge, leak or spill of Influent, Effluent, or Residuals, regarding the Wastewater System, as required by Contract Standards. Contractor shall be responsible for all Emergency Repairs and for developing and implementing an Emergency Response Plan for the Wastewater System.

a. Emergency Repairs. During an Emergency, Contractor may conduct any repair to any unit of equipment, even if the cost to repair such unit of equipment exceeds five-thousand dollars (\$5,000.00), exclusive of labor and overhead, without obtaining prior approval from the City. Contractor must secure prior approval from the City unless the Emergency precludes obtaining such approval. When prior approval is infeasible, within ten (10) days after completing an Emergency Repair whose cost per Incident exceeds five-thousand dollars (\$5,000.00), exclusive of labor and overhead, Contractor shall submit a report to the City describing the nature of the Emergency, any known or suspected cause of the Emergency, the nature of the repairs, the cost of equipment, materials and/or supplies required for the repair, and the expected life of the repair. Compensation for an Emergency Repair shall be as provided in Paragraph IV of this Agreement.

#### IV. COMPENSATION

The following provisions of Section IV, Compensation, and Exhibit A are hereby replaced in their entirety to read as follows:

A. Base Compensation. Subject to subparagraph IV.B of this Agreement, below, relating to adjustments to Base Compensation, City shall pay Contractor the Base Compensation for all services provided pursuant to this Agreement and for all utilities associated with those services, except the cost of the electric utility, which cost the City pays directly. The amount of Base Compensation is set forth in **Exhibit A (Amended)** to this Agreement.

1. **Maintenance Account**. During the first year of the Agreement, One-hundred, Twenty Thousand Dollars (\$120,000.00) shall be dedicated to Normal Maintenance of the Wastewater System and shall be placed into a separate Maintenance Account, to be managed by the Contractor. Contractor shall submit to the City a detailed accounting of all items charged against the Maintenance Account on a monthly basis, including receipts and a description of the maintenance activity performed. Contractor shall not mark up costs related to staff time or materials for Normal or Major Maintenance Activities. Any funds remaining in the Maintenance Account at the end of each contract year of the Agreement shall be returned to the City. Any negative balance in the Maintenance Account at the end of each contract year shall be reimbursed to the Contractor by the City. Contractor's duty to engage in Normal Maintenance activities in accordance with Contract Standards shall survive any depletion of funds in the Maintenance Account.

B. Adjustments to Base Compensation.

1. **Overtime**. [No change]

2. **Major Maintenance**. Contractor shall be entitled to compensation for Emergency Repairs exceeding five-thousand dollars (\$5,000.00) per unit of equipment per Incident, subject to the requirements in Paragraph III.B [Emergency Response] of this Agreement. Pursuant to Paragraph III.D.2, Contractor shall not be entitled to any additional compensation for Major Maintenance as the costs of such activities are included in the Maintenance Account within the Base Compensation. Contractor shall be entitled to compensation for each non-emergency Normal and Major Maintenance activity costing more than five-thousand dollars (\$5,000.00), only after receiving prior written approval from the City for such activity. A request for approval of any such maintenance activity shall describe the unit of equipment in need of repair, the nature of the repair, the estimated cost of the repair, and the proposed completion date. The City shall respond to a request for approval within fifteen (15) days of receiving the request. Contractor shall not be entitled to compensation for any repair or maintenance activity if Contractor fails to comply with the requirements of this Paragraph.

#### V. GENERAL CONTRACT PROVISIONS

The following provisions of Section IX, General Contract Provisions, are hereby replaced in their entirety to read as follows:

C. Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose. Notices shall be in writing and delivered in person or by certified mail, return receipt, postage prepaid. Until otherwise notified in writing of a change, all notices and communications shall be sent to the respective Parties as follows:

CITY: City Manager  
City of Avalon  
410 Avalon Canyon Road  
P.O. Box 707  
Avalon, CA 90704  
Phone: (310) 510-0220  
Fax: (310) 510-0901

With a copy to: Scott Campbell  
City Attorney  
c/o Best Best & Krieger LLP  
300 South Grand Avenue, 25th Floor  
Los Angeles, CA 90071

CONTRACTOR: ES Engineering Services, LLC  
1036 West Taft Avenue  
Orange, CA 92865  
Attn: Ryan Bonner

## VI. CONTINUING EFFECT OF AGREEMENT.

Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the dates listed below:

Date: \_\_\_\_\_

ES Engineering Services, LLC, a California limited liability company

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

Name: \_\_\_\_\_

Title \_\_\_\_\_

ES Engineering Services, LLC, a California limited liability company

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title \_\_\_\_\_

CITY OF AVALON, a municipal corporation

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title \_\_\_\_\_

BEST BEST & KRIEGER LLP

APPROVED AS TO FORM:

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

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A**

**(AMENDED)**

**BASE COMPENSATION AND CONTRACT PRICE**

The amount of compensation for all services provided pursuant to this Agreement is ONE MILLION ONE HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS (\$1,177, 921.00) per year ("Base Compensation"). This Base Compensation is further allocated as follows:

Low Flow Diverter Operation and Maintenance	\$104,332.00
Maintenance Account	\$120,000.00
Pollution Liability Insurance	\$23,000.00
All Other Services	\$930,589.00
<b>Total Base Compensation</b>	<b>\$1,177,921</b>

CITY OF AVALON CITY COUNCIL

MEETING DATE: May 17, 2016  
ORIGINATING DEP: Planning  
PREPARED BY: Al Warot, Planning Consultant  
SUBJECT: Interim Building Inspector

AGENDA ITEM: 5  
CITY MANAGER: AR

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**RECOMMENDED ACTION(S):** Approve an agreement with Charles Abbott Associates, Inc. (CCA) to provide contract building inspection services while the recruitment for a permanent in-house Building Inspector is conducted.

**REPORT SUMMARY:** At the April 5, 2016 meeting, the City Council approved a bifurcated approach to providing building inspection services following the departure of Bryan Zuppiger, who had served as the City's contract Building Official/Inspector since 2010. The City Council authorized City Staff to conduct recruitment for a newly created in-house Building Inspector position and to contract with J Lee Engineering, Inc. to provide temporary building inspection services until the recruitment could be completed. J Lee Engineering subsequently assigned an individual to serve as Interim Building Inspector on a 2-3 day per week basis.

Prior to the execution of a contract with J Lee Engineering, one of the firms which originally indicated that it could not provide the services being sought by the City due to the commitment of personnel to other previously awarded assignments, CAA, responded back to the City. Recognizing the severity and urgency of the City's needs, CAA was now willing to reassign staff in order to offer one of its highly experienced building inspectors, Mr. Steve Corralejo, to the City of Avalon. Upon interviewing Mr. Corralejo, City Staff was impressed with his knowledge and customer service attitude. He is an ICC certified building and mechanical inspector and has over 38 years of construction and building and safety experience. He has served as Senior Building Inspector for the City of Camarillo for more than 20 years and has vast experience in the oversight of plan review and permit issuance, code interpretation, and inspections for a wide variety of residential, commercial, and public facility construction projects. His services are being provided on an hourly basis at a rate of \$85 per hour, plus expenses, which is less than that previously charged for the interim building inspector's services from J Lee Engineering.

Steve began work as Interim Building Inspector several weeks ago. He will be available to conduct inspections 2-3 days per week, depending upon demand, on a month-to-month basis until the new in-house Building Inspector position is filled. Steve's resume is included in the attached proposal.

**GOAL ALIGNMENT:** City Policy – Organizational and Staff Development

**FISCAL IMPACTS:** The City will need to adjust the annual budget to account for any additional costs associated with contracting for temporary building inspection services. Unused funds that are currently budgeted for building inspection purposes will be applied to the new temporary building inspection services agreement. The costs will be offset in part due to inspection fees.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** City will be unable to inspect and approve construction activity for compliance with applicable building codes.

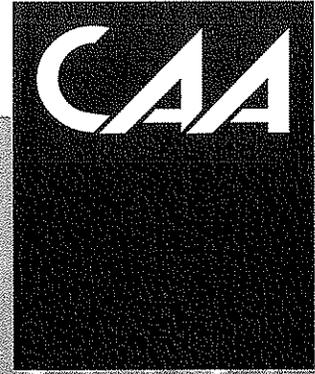
**FOLLOW UP ACTION:** Execute month-to-month agreement for building inspection services with CAA.

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

**ATTACHMENTS:**

1. Building Inspection Proposal from Charles Abbott Associates, Inc.

**Charles Abbott Associates, Inc.**



**“Helping public agencies provide effective and efficient municipal services to improve communities since 1984”**

**Proposal for**  
**Building and Safety Services**

Prepared for

**City of Avalon**

Albert V. Warot  
Avalon Planning Consultant  
410 Avalon Canyon Road  
Avalon, California 90704

By:  
**Charles Abbott Associates, Inc.**

27401 Los Altos # 220  
Mission Viejo, CA 92691  
Toll Free: (866) 530-4980

[www.caaprofessionals.com](http://www.caaprofessionals.com)

## COVER LETTER

May 2, 2016

Subject: Proposal for Building and Safety Services

Charles Abbott Associates, Inc. (CAA) is pleased to submit the enclosed Proposal for Building and Safety Services to the City of Avalon (City).

Since 1984, CAA has been providing a growing number of cities with outstanding Building Services. Over the years, our vast knowledge, experience, and proven ability to satisfy the needs of cities and counties of all sizes has earned us the reputation of being one of the most qualified firms in the industry.

CAA received a company rating of "2" by ISO for all of our California Cities in 2014. This rating illustrates CAA's commitment to mitigating losses and enforcing codes to improve safety in our communities. It is worth noting that to date, only 278 out of 8890 jurisdictions in the Country have received this high rating. Additionally, the International Code Council (ICC) has recently recognized CAA as a Preferred Provider, making CAA the first entity in California and only the 14th in the Country to receive such recognition.

We pledge the full resources and backing of our firm to assure that the City has the most efficient and cost effective building services strategy available. Our business model will ensure that the resources dedicated to the City will not be redirected to support other projects, thereby ensuring staff continuity and consistency at the City. We stand by our commitment to unparalleled professionalism and service, as evidenced by an average length of service with our clients of over 16 years.

CAA will provide the City with a team of highly qualified individuals to support your building and safety service needs, which include but are not limited to:

A certified and experienced Building Inspector  
A CASp Certified Specialist to meet State requirements

Other qualified CAA employees will be available for support as needed.

We look forward to meeting with you to further discuss your service needs. Your contact person is Greg Robinson, Regional Director, CBO. He can be reached by telephone at 805-431-9006 or by email at [gregrobinson@caaprofessionals.com](mailto:gregrobinson@caaprofessionals.com).

Sincerely,



CHARLES ABBOTT ASSOCIATES, INC.  
Rusty R. Reed, PE  
President

## SCOPE OF SERVICES

CAA has been providing Building & Safety Services to a growing number of cities and counties in the Southern California region since 1984.

CAA will perform all Building and Safety Services outlined by the City. The CAA professionals that will be assigned to the City have many years of municipal experience to support the City's Building Services Division. CAA's professional staff successfully services over 40 cities, the majority of which are located in Southern California.

CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including cell phones, iPads, and other technology devices that enhance our service.

CAA will provide all personnel required to perform the work outlined in the City's Scope of Work.

### **Inspection Services**

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CAA will provide the inspection of structures under construction in the City for compliance with all local ordinances, state and federal laws that pertain to Building and Safety and for compliance with the adopted California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, and California Mechanical Code.

#### **Inspection Personnel Qualifications**

CAA assigned staff will perform inspection services as required by the City. Our staff will meet or exceed the City's minimum qualifications for all position(s). Competent inspectors will be provided whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance with jurisdiction standards. All CAA inspectors are ICC certified.

#### **Inspection Responsibilities**

Inspectors assigned to the City will perform continuous or periodic construction inspections to verify that the work of construction is in conformance with the approved project plans, as well as identifying issues of non-compliance with applicable codes. Projects under construction by permit from the City will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy, Green Building, and Accessibility Codes as adopted by the State and amended by the City, as well as a working familiarity with the Fire Codes. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve issues quickly and efficiently. Our inspection staff easily

## RESUMES AND QUALIFICATION OF PERSONNEL

Since our incorporation in 1984, CAA has grown to a full-time staff of 162 employees. CAA has a demonstrated record of accomplishment of very low staff turnover, which has proven beneficial to our clients. CAA employs a fully credentialed, cross-trained staff that effectively meets our engineering and building and safety commitments to our clients.

### **Staff Qualifications**

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CAA employs full time personnel to staff municipal work engagements. The firm recruits individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing experienced staff that can work as team members with City staff, augmenting their efforts and reach. With those principles in mind, the proposed key professionals are as follows:

## Greg Robinson, CBO

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### Regional Director

### Project Manager/Chief Building Official

### Years of Experience

30+

### Education

B.A., Economics, University of California, Los Angeles

### License

General Building Contractor, California

### Professional Memberships

ICC, CALBO

### Certifications

ICC Certified Building Official

ICC Certified Building Code Official

ICC Certified Plans Examiner

ICC Certified Mechanical Inspector

### KEY QUALIFICATIONS

- Certified Building Inspector
- Certified Plans Examiner
- Local Government Background
- Extensive Building and Safety Experience
- Multiple Certifications

ICC Certified Plumbing Inspector

ICC Certified Building Inspector

ICC Certified Combination Dwelling Inspector

Mr Robinson has over 30 years of Building & Safety and construction experience. Presently, he is the Building Official responsible for supervising all Building & Safety services for our firm. He also has supervisory responsibilities for code enforcement in the City of Hidden Hills. His responsibilities include conducting construction inspections, plan reviews, permit issuance and updating codes, services, fees, and operations for local clients. Mr. Robinson shares CAA's corporate responsibility for quality control and plays an active role in interviewing, hiring, training, and development of staff.

### Recent Project Experience

Building Official for the City of Rancho Santa Margarita

Building Official for the Cities of Hidden Hills and Camarillo

Oversees the Building and Safety functions in the City of Palos Verdes Estates.

Served as the Building Official for the City of Moorpark

Developed CAA's guidelines for Insurance Services Office (ISO) compliance

### Professional Affiliations

#### ICC Ventura Chapter:

Past President

President

Treasurer

Secretary

## Steve Corralejo

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### Senior Inspector

#### Years of Experience

38+

#### Education

Ventura and Moorpark Community Colleges  
in Construction Technology

#### Professional Memberships

ICC, CALBO

#### Certifications

ICC Certified Building Inspector  
ICC Certified Mechanical Inspector  
Cal OES Safety Assessment  
PC 832

#### KEY QUALIFICATIONS

- Certified Building Inspector
- Certified Mechanical Inspector
- Local Government Background
- Extensive Building and Safety Experience
- Multiple Certifications

Mr. Corralejo has over 38 years of construction and building and safety experience. He has held the position of Senior Building Inspector for the City of Camarillo for 20+ years. He is responsible for all of the day-to-day Building Department activities, including inspection and plan review of a wide range of commercial, industrial, and multi-family projects. In this capacity, Mr. Corralejo has supervised and trained 30+ field and counter personnel.

As a Senior Building Inspector, Mr. Corralejo has vast experience in the oversight of plan review & permit issuance, code interpretation, and inspections of a wide variety of construction projects, including:

- Factory Outlet and Promenade Malls
- 25+ Single Family Tracts & Multi-Family Dwelling Units
- Multi-Screen Movie Theaters
- 50+ New Restaurant Facilities
- City Hall Expansion
- 95,000+ Miscellaneous Inspections/Investigations
- Unreinforced-Masonry Building Retrofits
- Emergency Rapid Evaluation During 1994 Earthquake
- Camarillo Springs Debris Slide

#### Recent Project Experience

27+ Years' experience in municipal building department and code enforcement service.

## Renee Meriaux, CBO, CASP, MCP

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### Years of Experience

20+ Years Municipal Experience

### Education

B.S.

A.S., Associates of Science, Ventura College

### Professional Memberships

ICC, CALBO

### Certifications

ICC Certified Building Official (#375320)  
ICC Certified Building Code Official (#375320)  
ICC Certified Plumbing Code Official (#375320)  
ICC Certified Building Plans Examiner (#375320)  
ICC Certified Combination Inspector (#375320)  
ICC Certified Building Inspector (#375320)  
ICC Certified Electrical Inspector (#375320)  
ICC Certified Mechanical Inspector (#375320)  
ICC Certified Plumbing Inspector (#375320)  
ICC Certified Plumbing Plans Examiner (#375320)  
ICC Certified Combo Dwelling Insp. (#375320)  
ICC Certified Res. Combo. Inspector (#375320)  
ICC Certified Building Plans Examiner UBC (#375320)  
ICC Certified Mechanical Inspector UMC (#375320)  
ICC Certified Plumbing Inspector UPC (#375320)  
ICC Certified Building Inspector UBC (#375320)  
ICC Certified Permit Technician (#375320)  
ICC Certified Building Plans Examiner CBC (#375320)  
ICC Certified Building Inspector CBC (#375320)  
ICC Certified Electrical Inspector CEC (#375320)  
ICC Certified Plumbing Inspector CPC (#375320)  
ICC Certified Mechanical Inspector CMC (#375320)  
ICC Certified Combo Dwelling Inspector California Codes (#375320)  
ICC Certified Combination Inspector Legacy (#375320)  
California Certified Access Specialist (CASp) (#180)  
ICC Certified Accessibility Inspector/Plans Examiner (#375320)

Ms. Meriaux is a Certified Access specialist who will provide plan review and accessibility support. Ms. Meriaux brings over 20 years of municipal and over 30 years of construction experience to this project. She is an experienced and certified Building Official/Building Inspector/Plans Examiner capable of providing all the necessary administrative support. She is active with ICC and CALBO serving on several exam development committees.

### KEY QUALIFICATIONS

- Certified Building Official
- Certified Access Specialist
- Master Code Professional
- CBC, UBC, and IBC certified
- Multiple Certifications
- Hands-on Construction and Building & Safety Experience
- Current President ICC Ventura Chapter
- Thorough Knowledge of Building Codes, Regulations and Construction Industry Standards

**Recent Project Experience**

- Currently serving as Deputy Building Official as well as Inspector and Plans Examiner for the City of Camarillo, CA
- Currently also serving as Building Official for the City of Stanton
- Previously served the Cities of Hidden Hills and Mission Viejo, and the County of Los Angeles

**Committees**

CALBO California Inspector Exam Committee  
ICC Building Code/Plans Examiner Exam Committee  
ICC Disaster Response Exam Development Committee

**ICC Ventura Chapter**

Past President  
President  
Treasurer  
Secretary

## SCOPE OF SERVICES

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CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service.

CAA will provide all personnel required to perform the work outlined in the City's Scope of Work.

### **Inspection Services**

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#### **Inspection Personnel Qualifications**

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#### **Inspection Responsibilities**

Inspectors assigned to the City will perform continuous or periodic construction inspections to verify that the work of construction is in conformance with the approved project plans, as well as identifying issues of non-compliance with applicable codes. Projects under construction by permit from the City will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy, Green Building, and Accessibility Codes as adopted by the State and amended by the City, as well as a working familiarity with the Fire Codes. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve issues quickly and efficiently. Our inspection staff easily

## COMPENSATION

Based on your request, we understand that you want Charles Abbott Associates, Inc. to provide the following Building & Safety services:

- Certified Building Inspector to conduct all Building & Safety inspections
- A Building Inspector for a minimum of two days a week.
- As-needed Building Official Services

We are proposing the following rates:

<b>Classification</b>	<b>Hourly Rate</b>
Building Inspector (Steve Corralejo)	\$85.00
Building Official (Renee Meriaux)	\$122.00
Project Manager (Greg Robinson)	\$135.00

City to Provide:

Travel to Avalon and Back

Parking

Hotel for Inspector

Per Diem (Meal)

CITY OF AVALON CITY COUNCIL

MEETING DATE: May 17, 2016

AGENDA ITEM: 6

ORIGINATING DEP: Administration

CITY MANAGER: DR

PREPARED BY: Denise Radde, Interim City Manager

SUBJECT: Approval of Lease Transfer – Mole Ticketing Kiosk

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**RECOMMENDED ACTION(S):** Approve transfer and authorize the Interim City Manager to execute an amendment to the lease upon payment of the transfer fee as provided in lease.

**REPORT SUMMARY:** John King, owner of TIXCI.com, leases a kiosk space at the Cabrillo Mole, referred to as 302-H Pebbly Beach Road. Mr. King has notified the City of his intention to sell his business. Pursuant to his lease he has requested that the City transfer his lease to the purchasers, Ian and Patrick Alexander of TourCatalina.com. The lease runs through December 31, 2025 and will contain the same term and conditions outlined in Mr. King's lease.

16. Assignment and Subletting.

*(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.*

**GOAL ALIGNMENT:** Not aligned.

**FISCAL IMPACTS:** Section 16(e) of the lease provides for a transfer fee equal to 3% of the sale price. Mr. King will submit documentation for calculation of the transfer fee to the Finance Director.

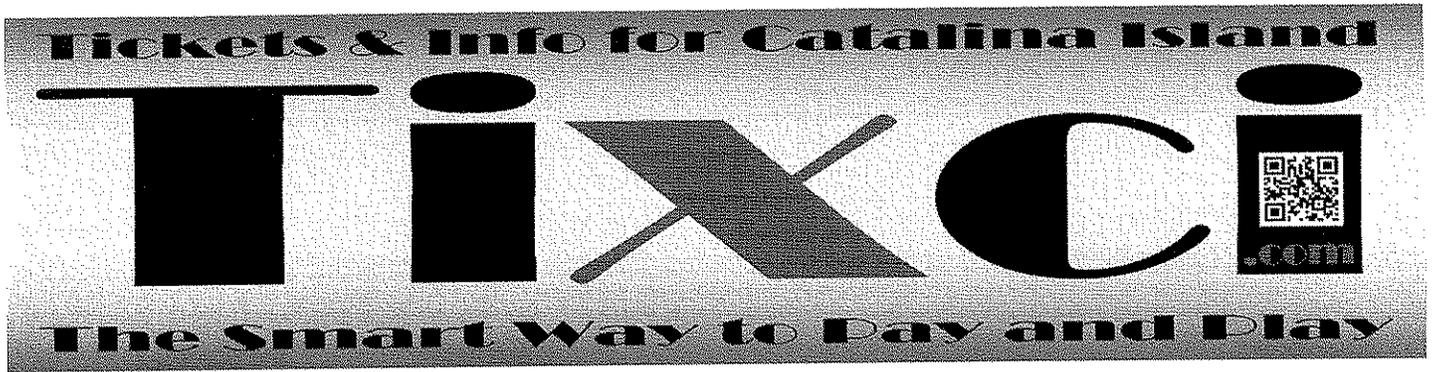
**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** N/A.

**FOLLOW UP ACTION:** Upon payment of transfer fee, the Interim City Manager will execute a lease amendment substituting the new owner in place of John King. The new lessee will need to submit proof of insurance.

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

**ATTACHMENTS:**

1. Letter from John King



April 28, 2016

To: Denise Radde, Avalon City Manager

Fr: John King, for TIXCI.com

Cc: Ian and Patrick Alexander, for TourCatalina.com

Re: Transfer of Lease

Dear Denise,

I would like to request a transfer of my lease for the TIXCI.com kiosk space at the mole to TourCatalina.com. They have agreed to purchase all assets and improvements currently housed within that space to include:

- Stand-alone kiosks (4)
- Big Screen TV (1)
- DVD player (1)
- Modem (1)
- WiFi Router (1)
- Web Site Tixci.com
- Signage
- Installed flooring

TourCatalina.com has offered \$8,000 to purchase these assets which would be payable in full on the completion of the transfer. I understand there may be a small transfer fee (3%?). I would like to confirm that amount with the City of Avalon before confirming the transfer since it may affect our negotiations.

Of course, we are trying to execute this transfer before the selling season begins to give TourCatalina.com ample time to convert the kiosks to their system. Thank you for your prompt attention to this matter.

Sincerely,

**John F. King**  
Owner, TIXCI.com

CITY OF AVALON CITY COUNCIL

MEETING DATE: May 17, 2016 AGENDA ITEM: 7  
ORIGINATING DEP: Administration CITY MANAGER: BR  
PREPARED BY: Denise Radde, Interim City Manager  
SUBJECT: Fourth Amendment to Franchise and Lease Agreement with CR&R, Inc.

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**RECOMMENDED ACTION(S):** Authorize the Interim City Manager to enter into a Fourth Amendment to the Franchise and Lease Agreement with CR&R, Inc. to authorize additional bin cleanings and to provide a cash-out to the City for recycling receptacles.

**REPORT SUMMARY:** The City of Avalon ("City") previously entered into a Franchise and Lease Agreement with CR&R, Inc., as amended in three amendments, ("Agreement") under which CR&R agreed to provide solid waste handling and collection services. City staff and CR&R have discussed a number of additional changes to the Agreement that are included in the proposed Fourth Amendment. They are outlined below.

Summary of Changes

The Agreement currently requires Multi-Family and Commercial customers with bin and similar large container service to clean and sanitize their containers. However, the Avalon Municipal Code generally prohibits any commercial water discharges. This effectively prevents customers from cleaning their bins and has led to a proliferation of flies and other negative impacts. To avoid this, the draft amendment would modify the Agreement to require CR&R to swap dirty bins and similar containers for newly cleaned and sanitized ones four times per year. CR&R would provide this additional service for an extra \$32,000 per year. This amount would then increase in future years based on inflation in the same manner as CR&R's general service fee. The City could recover this cost in future solid waste rate increases.

In addition, the draft amendment would provide the City with a cash-out credit in the amount of \$6,610. This cash-out would compensate the City for the cash value of ten recycling receptacles CR&R is required to provide under the Agreement for placement along Crescent Avenue from the Green Pleasure Pier to Marilla Avenue. Staff would prefer the cash-out value as it provides the City more flexibility in selecting the receptacles.

**GOAL ALIGNMENT:** Not aligned.

**FISCAL IMPACTS:** The City will pay CR&R an extra \$32,000 per year to provide the container swap-outs. The City will receive a credit in the amount of \$6,610 against any amount owed CR&R for the cash-out value of the recycling receptacles. The net effect is a \$25,390 increase.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The Agreement between the City and CR&R will not be amended as outlined above.

**FOLLOW UP ACTION:** Execute the contract amendment.

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

**ATTACHMENTS:**

1. Fourth Amendment

**FOURTH AMENDMENT TO THE  
FRANCHISE AND LEASE AGREEMENT  
BETWEEN THE CITY OF AVALON AND CR&R, Inc.**

**THIS FOURTH AMENDMENT** to is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF AVALON** (the "City"), and **CR&R, INC.**, a corporation with its principal place of business in California, ("CR&R") dba, Avalon Environmental Services, sometimes jointly referred to as "Parties."

**RECITALS**

**WHEREAS**, on or about March 20, 2013 the City and CR&R entered into a Franchise and Lease Agreement ("Agreement") under which CR&R agreed to provide solid waste handling and collection services; and

**WHEREAS**, on or about June 18, 2013, the City and CR&R entered into a First Amendment to the Agreement ("First Amendment"); and

**WHEREAS**, on or about June 3, 2014, the City and CR&R entered into a Second Amendment to the Agreement ("Second Amendment"); and

**WHEREAS**, on or about June 2, 2015, the City and CR&R entered into a Third Amendment to the Agreement ("Third Amendment"); and

**WHEREAS**, pursuant to Section 17 of the Agreement, the Agreement may only be amended by written agreement signed by both the City and CR&R.

**AGREEMENT**

**NOW, THEREFORE**, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Section 4.2.2 of the Agreement as amended by the previous amendments is hereby amended to read in full as follows:

"4.2.2. Multiple-Family Dwelling Service (Commercial). The Company shall, twice per week, collect the Solid Waste which has been placed in Solid Waste Carts at Multiple-Family Dwellings within the City prior to the Company's normal weekly collection time, provided that in no event shall the Company be required to collect any additional Solid Waste which is not placed in a receptacle unless such Multiple-Family Dwelling is not placing Solid Waste in receptacles when CR&R services begin and such customer does not request a receptacle. Beginning August 2013 and to be completed by September 1, 2013 and without expense to City or Customer, Company shall furnish or provide Carts, Bins, Compactors or Debris Boxes for use in Collection, as appropriate, to all Multiple-Family Dwellings which generate Solid Waste within the City. The size of the receptacles shall be determined by City and the Company. In addition, the Company, without expense to the

City or Customer, and within five (5) working days after notice, shall provide a Solid Waste receptacle sufficient to provide the requested level of Service to a new Commercial Customer subject to this subsection that has no such container. Bins, Compactors and Debris Boxes shall be placed on hard surface locations which are accessible to the Company. Use of Bins, Compactors or Debris Boxes by Customers may be exclusive or shared as determined by City and Company. Receptacles shall, at all times, be maintained in a well-kept appearance. Bins, Compactors and Debris Boxes must be maintained with lids. Customers shall be responsible for sanitation and deodorizing of such Bins, Compactors and Debris Boxes. However, Company shall provide newly cleaned, sanitized and deodorized Bins, Compactors and Debris Boxes to Customers four (4) times per year, at intervals requested by the City. Company shall coordinate such swap-outs with Customers which shall include advance notice to the Customer. Prior to the earlier of the delivery of the receptacle set forth in this Section or September 1, 2013, Company shall collect all Solid Waste from each Customer in the same manner and subject to the same conditions as the City's incumbent waste hauler provided such services as of the Signature Date."

2. Section 4.2.3 of the Agreement as amended by the previous amendments is hereby amended to read in full as follows:

"4.2.3 Commercial Service. The Company shall collect Solid Waste as often as requested by Commercial Customers, including multiple collection per day and collections during weekends, provided that the Solid Waste which has been placed in appropriate Solid Waste receptacles at Commercial Premises within the City, provided that in no event shall the Company be required to collect any additional Solid Waste which is not placed in a receptacle. Beginning August 2013 and to be completed by September 1, 2013 and without expense to City or Customer, the Company shall furnish or provide Carts, Bins, Compactors or Debris Boxes for use in Collection, as appropriate, to all Commercial Premises which generate Solid Waste within the City. The size of the receptacles shall be determined by the Customer and the City. If the City makes such election, the Company, without expense to the City or Customer, and within five (5) working days after notice, shall provide a Solid Waste receptacle sufficient to provide the requested level of Service to a new Commercial Customer that has no such container. At all times, Bins, Compactors and Debris Boxes shall be placed on hard surface locations which are accessible to the Company. Use of Bins, Compactors or Debris Boxes by Customers may be exclusive or shared as determined by City and Company. Receptacles supplied by the Company shall, at all times, be maintained in a well-kept appearance. Bins, Compactors and Debris Boxes must be maintained with lids. Customers shall be responsible for sanitation and deodorizing of such Bins, Compactors and Debris Boxes. However, Company shall provide newly cleaned, sanitized and deodorized Bins, Compactors and Debris Boxes to Customers four (4) times per year, at intervals requested by the City. Company shall coordinate such swap-outs

with Customers which shall include advance notice to the Customer. If permitted by City, Company shall also collect grease placed by Customers into jars or other appropriate containers for collection. Prior to the earlier of the delivery of the receptacle set forth in this Section or September 1, 2013, Company shall collect all Solid Waste from each Customer in the same manner and subject to the same conditions as the City's incumbent waste hauler provided such services as of the Signature Date."

3. Pursuant to Section 6.4 of the Agreement as amended by the previous amendments, Company shall be entitled to a one-time increase in the amount of the Company Service Fee for providing the new and increased services identified in Section 1 and 2 of this Fourth Amendment. Accordingly, on July 1, 2016, the Company Service Fee shall increase by an amount equal to Thirty-Two Thousand Dollars (\$32,000) to compensate Company for providing the additional services. Such increase shall be in addition to any inflationary increase to the Company Service Fee authorized by Section 8.2 of the Agreement as amended by the previous amendments. Beginning July 1, 2017 and continuing annually thereafter, the Company Service Fee shall increase as set forth in Section 8.2 without additional adjustment.
4. Section 4.3.4 of the Agreement as amended by the previous amendments is hereby amended to read in full as follows:

"4.3.4 Free City Service. The Company shall provide free Recyclables Collection for all City-owned, City-leased, or City-rented municipal parks, offices, and facilities. In addition, Company shall pay City the cash value of ten (10) public Recyclable receptacles, which City may place along Crescent Avenue from the Avalon Pier to Marilla Way. The cash value of such receptacles shall be Six Thousand Six Hundred Ten Dollars (\$6,610) and shall be credited by City against any amount owed Company. At its option, City may request that Company Collect Recyclables from these receptacles, but such election shall be considered a change in Service subject to Section 6.4."

5. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Fourth Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the Agreement, as amended by the First, Second and Third Amendments, shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the City and CR&R have entered into this Fourth Amendment to the Franchise and Lease Agreement by and between the City of Avalon and CR&R, Inc., as of the date first set forth herein.

**THE CITY OF AVALON**

**CR&R, Inc. dba AVALON  
ENVIRONMENTAL SERVICES**

By: \_\_\_\_\_  
Name: Denise Radde  
Title: Interim City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF AVALON CITY COUNCIL**

**MEETING DATE:** May 17, 2016

**AGENDA ITEM:** 8

**ORIGINATING DEP:** Administration

**CITY MANAGER:** RR

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

**SUBJECT:** Contract Consideration For Taxi Voucher Program - Catalina Transportation Services

**RECOMMENDED ACTION(S):** Review, discuss and provide direction regarding Catalina Transportation Services proposal for a taxi-voucher program.

**REPORT SUMMARY:** The City of Avalon's transportation program will be changing contractors as the result of a competitive bid process. The new contractor will begin operations of the City's fixed-route and Dial-a-Ride system June 1, 2016. The taxi voucher (blue ticket program) was not part of the competitive bidding because it is intrinsically linked with the taxi company (CTS).

CTS have offered a proposal to provide a taxi voucher program (attached). Some significant changes from the existing program and this proposal are:

- Limit purchase to two taxi books per month, currently unlimited.
- Ticket book cost would go from \$20.00 to \$30.00.
- Two riders per ticket (in the same family), currently one rider per ticket.
- City will reimburse CTS on books sold, currently reimbursed by ticket used.
- Cost to City per ride will be \$8.00, currently \$9.77.

The proposal requests \$159,728.00 annual funding for the program, beginning July 1, 2016. The box below illustrates the funding gap:

Item	Revenue	Expenditures	Funding Deficit
Grant Funds -Estimate	\$562,742.00		
Fare Box - Estimate	\$100,000.00		
TC Contract		\$579,787.20	
City Maintenance Costs		\$154,746.68	
CTS Taxi Voucher Proposal		\$159,728.00	
<b>Total</b>	<b>\$662,742.00</b>	<b>\$894,261.88</b>	<b>\$231,519.88</b>

It is important to note that the City Maintenance costs include one-third of the City Administrative Analyst's salary for management of the transportation contract which is not

currently being charged to the Transportation Account and one-half of one City Mechanic's salary. Salaries can be considered "soft" costs since they are already being paid for out of the City's General Fund. With the City salaries removed:

Item	Revenue	Expenditures	Funding Deficit
Grant Funds- Estimate	\$562,742.00		
Fare Box- Estimate	\$100,000.00		
TC Contract		\$579,787.20	
City Maintenance Costs		\$79,355.00	
CTS Taxi Voucher Proposal		\$159,728.00	
<b>Total</b>	<b>\$662,742.00</b>	<b>\$818,870.20</b>	<b>\$156,128.20</b>

Staff feels that although the City is moving toward a more comprehensive public transit system there is a real need to provide discounted taxi service to residents who live in areas that are not serviced by the bus route. The City's unique geography poses challenges to creating a bus system that meets the needs of all transit users and supplementing the bus system with a taxi voucher program is a viable alternative that has worked well in the past.

**GOAL ALIGNMENT:** Goal 6 – Comprehensive Transportation Review

**FISCAL IMPACTS:** Dependent upon the decision of the City Council, General Funds would need to be budgeted for the taxi voucher program.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** There would not be a taxi voucher program to provide discounted taxi rides to residents who live in areas not serviced by the bus.

**FOLLOW UP ACTION:** Dependent upon Council action.

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

**ATTACHMENTS:**

1. CTS Proposal
2. City Cost Analysis with salaries
3. City Cost Analysis no salaries



## CATALINA TRANSPORTATION SERVICES

P.O. BOX 2141

AVALON, CA 90704

PHONE: 310-510-0342/ FAX: 310-510-1193

City of Avalon:

Catalina Transportation Services (CTS) would like to offer the attached proposal to run the Avalon Rapid Transit (ART) program. To that end the following should be considered:

1. The majority of the people/families signed up for the ART program live in areas the fixed-route bus will not be able to service. Currently there are 263 ART accounts (people/families) signed up. Of that 263, 208 live in the hills, areas that are not serviced by the fixed-route bus system.
2. Residents require movement to and from their homes much more often than they require movement between Avalon and the mainland. Therefore we are requesting residents are able to purchase 2 books per month.
3. Currently CTS's average taxi fare is \$13.53. The total fare cost we are proposing for each ART taxi fare is \$11.00 a fare. This \$11.00 includes the farebox of \$3.00 per voucher from residents and the subsidy of \$8.00 received from the City. This fare price offers a discount of 18.70% for each fare.
4. Beginning July 1<sup>st</sup> each ART ticket will be good for 2 people listed on the account as opposed to 1 person as is the current program.
5. The average number of books being sold under the new ART program will be reduced because more than 1 person will be able to use a taxi voucher.

We look forward to continuing to work with the City and are happy to negotiate terms moving forward.

Sincerely,

Karin L. Hague  
Owner

# AVALON RAPID TRANSIT (ART) - Taxi Voucher Proposal 2016/2017

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Cost Analysis	Page 6
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Separate proposal attending to issues associated with outstanding ART&DAR tickets	Page 9

# AVALON RAPID TRANSIT (ART) - Taxi Voucher Proposal 2016/2017

The taxi voucher program offered below is designed to meet the following needs:

- o Reducing the necessity of residents purchasing alternate transportation
- o Reducing vehicle congestion
- o Reducing the need for additional parking
- o Offering affordable alternate transportation to residents
- o Continuing to support those residents who live in the hills and/or areas the fixed-route bus system will not be able to service

## RULES & OPERATION:

- On demand response curb to curb service
- Residents only – Must provide resident card to qualify
- 1 taxi voucher is good for up to 2 people (listed on account)
- Each additional person after 2 listed on account will be charged \$1.00 per person (to coincide with current taxi procedures (farebox to be retained by CTS)
- Taxi vouchers good for up to 1 year from time of purchase
- All residents will be able to purchase 2 taxi voucher books per month in books of 10
- Services to Hamilton Cove & Pebbly Beach require 1 taxi voucher good for up to 2 people plus \$3.00 additional cash (farebox to be retained by CTS)
- If contract or subsidy ends all valid taxi vouchers sold will be honored
- Drivers will remove taxi vouchers from taxi voucher book at pick-up location
- Rules for pit stops, waiting time, extra luggage, etc... will coincide with regular taxi fares

## TAXI VOUCHER COST & SUBSIDY:

- Taxi voucher cost will be \$11.00. \$3.00 per voucher from the resident and \$8.00 subsidized by the City. (farebox to be retained by CTS)
- Taxi voucher books will be sold in books of 10
- Total funding anticipated by the City \$159,728.00
- Annual fixed costs to administrate this program will be \$38,585 to be paid in 12 equal monthly payments
- City to be billed monthly for books sold

## DATA:

- CTS to provide City with monthly sales, ridership & miles (See sample data)
- CTS to provide data necessary for annual audits
- CTS to provide any other reporting City feels is necessary in regards to ART program (Additional data may require additional fixed costs)

# AVALON RAPID TRANSIT (ART) - Taxi Voucher Proposal 2016/2017

## INSURANCE:

CTS to provide current insurance. Insurance certificate attached.

## HOURS:

- Days and hours to use taxi vouchers to coincide with hours of operation of taxi dispatch
- Days and hours to purchase taxi vouchers to coincide with hours of operation of main office

## TAXI VOUCHER SALES:

- All residents will fill out an application (Information to be updated on a regular basis)
- Once application is completed all information will be entered into computer. Information will include but not be limited to the following:
  - Name
  - Phone Number
  - Address
  - All family members listed on resident card
- Each person presenting their resident card will be assigned their own account number
- All taxi voucher books will list the account number, expiration date & all parties on that account (CTS to provide taxi voucher books similar to Catalina Express)
- Residents must provide their resident card every time they purchase a taxi voucher book

# AVALON RAPID TRANSIT (ART) - Taxi Voucher Proposal 2016/2017



CATATRA-01 TBECERRA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Premier Agency, Inc. 6 Sierra Gale Plaza 2nd Fl Rosaville, CA 95670	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): (916) 784-1008      FAX (A/C No): (916) 784-8116 E-MAIL ADDRESS:														
<b>INSURED</b> Catalina Transportation Services Inc. Karin Hague P.O. Box 2141 Avalon, CA 90704-2141	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Co</td> <td>24082</td> </tr> <tr> <td>INSURER B: Century National Insurance Co</td> <td>26905</td> </tr> <tr> <td>INSURER C: Golden Bear Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER D: State National Insurance Co.</td> <td>12831</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Co	24082	INSURER B: Century National Insurance Co	26905	INSURER C: Golden Bear Insurance Co.		INSURER D: State National Insurance Co.	12831	INSURER E:		INSURER F:	
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INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	BKS56201045	10/30/2015	10/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP0163084	08/04/2015	08/04/2016	\$ \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	GBX29829	08/04/2015	08/04/2016	EACH OCCURRENCE \$ AGGREGATE \$ Aggregate \$ 1,000,000 PER STATUTE    OTHER
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	909124816	03/01/2016	03/01/2017	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 ADDITIONAL INSURED ENDORSEMENTS TO BE ISSUED BY CARRIER.

<b>CERTIFICATE HOLDER</b> City of Avalon P.O. Box 707 Avalon, CA 90704	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# STATISTICS

	2015/2016 JULY THROUGH MARCH		2014/2015	
	8 months	Monthly	Annual	Monthly
# of ART fares	7210	901	10635	886
# of ART accounts	263		296	
# of ART accounts living in the hills	208		220	
# of ART accounts purchasing tickets		66.56		69.83
# of books purchased per account		1.699		1.715
# of ART books sold	1014	112.67	1434	122.42
# of ART tickets sold	10140		14340	
# of ART tickets used	8826		14086	
# of ART tickets sold; un-used & still valid	1314			
# of ART tickets that will expire by 5/31/2016	0			
# of ART tickets sold; un-used & still valid by end of contract	1314			
Average taxi fare	\$13.53		\$13.17	
Average Hamilton Cove & Peppy taxi fare	\$17.60		\$17.60	
# of DAR books sold	947			
# of DAR tickets sold	9470			
# of DAR tickets used	7221			
# of DAR tickets sold; un-used & still valid	2249			
# of DAR tickets that will expire by 5/31/2016	1176			
# of DAR tickets sold; un-used & still valid by end of contract	1072			

## COST ANALYSIS

SUBSIDY	
Total Funding	\$ 159,728.00
Annual Fixed Costs	\$ 38,585.00
Vouchers per book	10
Subsidy per voucher	\$ 8.00
Subsidy per book	\$ 80.00
Annual # of books able to sell	1,514

COST/DISCOUNT PER FARE				
	Avalon		Hamilton Cove & Pebbly Beach	
Average taxi fare cost	\$	13.53	\$	17.60
Cost per voucher	\$	3.00	\$	3.00
Subsidy per voucher	\$	8.00	\$	8.00
Additional costs to customer	\$	-	\$	3.00
Discount per fare	\$	2.53	\$	3.60
Discount %		18.70%		20.45%

## FIXED COSTS

ANNUAL FIXED COSTS		
Data Collector Salary	\$	15,600.00
Data Collector Fringe 50%	\$	251.00
Annual Training Wages	\$	720.00
Telephone	\$	242.00
Internet	\$	50.00
Office Supplies/Vouchers	\$	4,000.00
Additional Insurance Cost	\$	16,000.00
Workers Compensation	\$	90.00
Payroll Taxes	\$	1,632.00
Total	\$	38,585.00

INSURANCE TABLE		
	CTS Insurance cost per municipal code	Additional insurance cost for ART program
per vehicle	\$ 1,500.00	\$ 1,000.00
total vehicles	16.00	\$ 16,000.00

**Avalon Transit Cost Analysis  
City Salaries Excluded**

Classification	FTE	Hourly Wage	Benefits	Hourly with		Annual Cost Per Employee	Total Annual Cost
				Benefits	Employee		
Analyst	0.33	\$33.00	\$13.20	\$46.20		\$96,096.00	
Office Assistant	0	\$15.00	\$6.00	\$21.00		\$43,680.00	
<b>Totals</b>	<b>0.33</b>						<b>\$31,711.68</b>

**\$31,711.68**

**Avalon Transit Labor Costs**

Classification	FTE	Hourly Wage	Benefits	Hourly with		Annual Cost Per Employee	Total Annual Cost
				Benefits	Employee		
Mechanic	0.5	\$30.00	\$12.00	\$42.00		\$87,360.00	
<b>Totals</b>	<b>0.5</b>						<b>\$43,680.00</b>

**\$43,680.00**

**Non-Labor Direct Operating Costs**

	Amount
Maintenance Parts & Supplies	\$9,155.00
Fuel -- Electricity	\$36,000.00
Fuel -- Gasoline, Regular grade	\$6,000.00
Insurance	\$10,000.00
Battery Replacement Fund	\$10,000.00
<b>Total Direct Costs</b>	<b>\$71,155.00</b>

**\$71,155.00**

**Capital Costs**

	Amount
Bus Stop Signs/Poles and Installation (25 signs@\$200 each)	\$5,000.00
Schedule Holders at Selected Stops (8 stops @\$400)	\$3,200.00
<b>Total Capital Costs</b>	<b>\$8,200.00</b>

**\$8,200.00**

**Total Estimated Annual Cost**

**\$154,746.68**

**Avalon Transit Cost Analysis  
City Salaries Excluded**

Classification	FTE	Hourly Wage	Benefits	Hourly with Benefits	Annual Cost Per Employee	Total Annual Cost
Analyst	0	\$33.00	\$13.20	\$46.20	\$96,096.00	\$0.00
Office Assistant	0	\$15.00	\$6.00	\$21.00	\$43,680.00	\$0.00
<b>Totals</b>	<b>0</b>					<b>\$0.00</b>

**Avalon Transit Labor Costs**

Classification	FTE	Hourly Wage	Benefits	Hourly with Benefits	Annual Cost Per Employee	Total Annual Cost
Mechanic	0	\$30.00	\$12.00	\$42.00	\$87,360.00	\$0.00
<b>Totals</b>	<b>0</b>					<b>\$0.00</b>

**Non-Labor Direct Operating Costs**

	Amount
Maintenance Parts & Supplies (\$1.00/VRH)	\$9,155.00
Fuel -- Electricity (Estimate)	\$36,000.00
Fuel -- Gasoline, Regular grade (Estimate)	\$6,000.00
Insurance	\$10,000.00
Battery Replacement Fund	\$10,000.00
<b>Total Direct Costs</b>	<b>\$71,155.00</b>

**Capital Costs**

	Amount
Bus Stop Signs/Poles and Installation (25 signs@\$200 each)	\$5,000.00
Schedule Holders at Selected Stops (8 stops @\$400)	\$3,200.00
<b>Total Capital Costs</b>	<b>\$8,200.00</b>

**Total Estimated Annual Cost**

\$8,200.00  
\$79,355.00

CITY OF AVALON CITY COUNCIL

MEETING DATE: May 17, 2016

AGENDA ITEM: 9

ORIGINATING DEP: Public Works

CITY MANAGER: RR

PREPARED BY: City Attorney and Dennis Jaich, Public Works Director

SUBJECT: Encroachment Permit for Catalina Island Museum tie backs for Museum Amphitheater Shoring

---

**RECOMMENDED ACTION(S):** Approve Encroachment Permit with recommended conditions.

**REPORT SUMMARY:** The applicant is proposing to install tie backs along the edge of the property which would protrude into Calle del Sol Road, some at a twenty-five degree angle, and some at a thirty degree angle.

The Avalon Municipal Code states that an encroachment may be granted if the City Council determines an encroachment is necessary or desirable, that the use of the encroachment does not create a substantial adverse impact on persons or property, and that the encroachment use does not adversely affect the public health, welfare, or safety.

Staff is recommending approval of the encroachment permit with the following conditions:

- (a) All tie backs or related facilities shall be installed so as not to interfere with any existing utilities or other facilities located in the right-of-way area, or with any utility easements, other encroachment permits, or other rights to use or occupy the right-of-way.
- (b) The Museum shall determine the location of any existing utilities prior to the start of any work.
- (c) The Museum shall leave Calle Del Sol roadway and all surrounding property in the same or better condition as it is in prior to the start of the work.
- (d) The Museum shall take and submit photographs showing the condition of Calle Del Sol to the City prior to the start of work. Work shall not begin unless and until the City accepts the photographs as sufficient. It shall be within the City's sole discretion to require additional photographs.
- (e) All work and completed conditions shall not compromise the stability or integrity of the roadway or result in any condition in which the roadway is unsafe or in a manner of disrepair.
- (f) The Museum shall comply with all other requirements to perform the work, including but not limited to obtaining plan checks and other permits as applicable.

**GOAL ALIGNMENT:** Not aligned.

**FISCAL IMPACTS:** None.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** Applicant would not be able to install the tie backs.

**FOLLOW UP ACTION:** Adopt the Resolution and execute the Encroachment Permit

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

**ATTACHMENTS:**

1. Plans for installation of tie backs and Museum Amphitheater Shoring
2. Draft Encroachment Permit
3. City Council Resolution

**GENERAL NOTES**

1. THIS DRAWING IS TO SHOW ONLY NEW WALL CONSTRUCTED ADJACENT TO STREET FOR SUPPORT OF ROCK WALL. THERE IS A CONSTRUCTION PHASE AND LONG TERM PHASE. THE WALL WILL BE HIGHER DURING THE CONSTRUCTION PHASE FOR LOCATIONS AT PILES 4 - 7. TRAFFIC SHALL BE RESTRICTED DURING THE CONSTRUCTION PHASE TO STAY AWAY FROM THE IMMEDIATE ADJACENT ROAD. THIS CONSIST OF 7 PILES AND STITCHER BEAMS BETWEEN THE PILES.
2. THIS PROJECT SHALL COMPLY WITH THE 2013 CALIFORNIA BUILDING CODE, WHICH ADAPTS THE DESIGN SPECIFICATIONS ARE DESCRIBED IN TABLE B/1.
3. THE DESIGN SPECIFICATIONS SHALL ADVISE BUILDING OFFICIAL. THE FOUNDATIONS COMPLY WITH THE SOIL'S REPORT PRIOR TO CONTRACTOR REQUESTING A FOUNDATION INSPECTION.

**STRUCTURAL STEEL**

ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS THAT ARE QUALIFIED TO PERFORM THE SPECIFIED WELDING. SHOP WELDING SHALL BE PERFORMED IN A CITY APPROVED WELDING SHOP. ANY FIELD WELDING SHALL BE CERTIFIED WELDER AND OBSERVED BY A DEPUTY INSPECTOR OR CITY APPROVED INSPECTOR.

1. ALL STEEL SHALL BE HOT DIPPED GALVANIZED OR COATED WITH AN EPOXY SYSTEM SUCH AS CARBOLINE OVER A SANDBLAST PREPARED SURFACE.
2. GRINDING - FABRICATOR SHALL GRIND SMOOTH ALL CUT EDGES FOR COATING.
3. MATERIAL SHALL CONFORM TO THE FOLLOWING STANDARDS:
  - 4. GALVANIZING: ASTM A153 OR A153M
  - ROLLED SECTION AND PLATES: ASTM A 36, F<sub>y</sub> = 36 KSI
  - SOLDER FILE: ASTM A 50, F<sub>y</sub> = 50 KSI OR DUAL SPEC
  - STRUCTURAL BOLTS: ASTM A307 OR A325
  - ANCHOR BOLTS: ASTM A307 OR A325
  - STRUCTURAL PIPE: ASTM A53, GRADE 60
  - ANCHOR BOLTS: E70 SERIES LOW HYDROGEN
  - STRUCTURAL TUBING: ASTM A-53
  - ANCHOR BAR: ASTM A615, GRADE 75
5. STEEL FABRICATOR SHALL PREPARE STEEL DETAIL DRAWINGS AND SUBMIT THEM TO THE ENGINEER FOR REVIEW.

6. HOLES SHALL BE MACHINE FLAME CUT, DRILLED OR PUNCHED.
  - 1/8" LARGER FOR A307 FASTENERS
  - 1/16" LARGER FOR A325 FASTENERS
  - 3/16" LARGER FOR 1" AND LARGER ANCHOR BOLTS
7. INSPECTOR CONSTRUCTION - ANY WELDING SHALL BE DONE BY CERTIFIED WELDERS THAT ARE QUALIFIED TO PERFORM THE SPECIFIED WELDING. SHOP WELDING SHALL BE PERFORMED IN A CITY OF LA LICENSED WELDING SHOP. SINGLE PASS FILLET WELDING LESS THAN 5/16" REQUIRES PERIODIC INSPECTION ONLY. ANY FIELD WELDING SHALL BE PERFORMED BY CERTIFIED WELDER AND OBSERVED BY A DEPUTY INSPECTOR AND/OR INSPECTOR TO SHOW COMPLIANCE.
8. FABRICATOR AND/OR INSPECTOR SHALL PROVIDE DOCUMENTATION BY
9. CONCRETE CONSTRUCTION - THE CONCRETE BEAMS SHALL BE ACCORDING TO 1090
10. REINFORCEMENT SHALL BE CONFORM TO THE CONCRETE BEAMS SHALL BE ACCORDING TO 1090
11. FOUNDATION - PILE DEPTH AND MATERIAL ENCOUNTERED DURING PLACEMENT
12. FOUNDATION - PILE DEPTH AND MATERIAL ENCOUNTERED SHALL BE LOGGED FOR EACH HOLE LOCATION AND CERTIFIED BY THE SOIL OR CIVIL ENGINEER.

- TIEBACK ANCHORS**
1. ALL ANCHORS ARE TO BE TESTED. DRILL 4" DIAMETER HOLE. THE DEPTH NEEDED TO ACHIEVE THE TEST LOADS AS SHOWN IN TABLE B-1. HARBOR BAND LENGTH SHALL BE 15 FEET.
  2. TIEBACK ANCHORS SHALL BE ASTM A615, GRADE 75 #6 (3/4" DIA) BY DYWIDAG. ANCHOR ROD AND FIELD CENTERED IN HOLE USING CENTERING DEVICES.
  3. HOLES SHALL BE GROUTED BY PUMP FROM BOTTOM OF HOLE USING A NEAT CONCRETE MIX. PORTLAND TYPE 2 CEMENT WITH 5 GALLONS OF WATER PER 94 LB SACK. SAMPLES SHALL BE TAKEN AND TEST OUT AT 4,500 PSI IN 5 DAYS.
  4. ANCHORS MAY BE SUBMIT TESTED 4 DAYS AFTER THEY ARE GROUTED.
  5. TEST EACH ANCHOR PER TABLE B-1. SHEET DESCRIBED BY POST TENSIONING INSTITUTE.
  6. ANCHOR TESTS SHALL BE DESIGNED BY POST TENSIONING INSTITUTE.
  7. ANCHOR PROTECTION - THE TIEBACK ANCHORS SHALL BE EPOXY COATED FOR CORROSION PROTECTION.
  8. INSTALL RECTANGULAR COVER PLATES.

- CONCRETE**
1. CONCRETE MIXTURE GROUT FOR PILES SHALL BE F'c = 2,500 PSI.
  2. CONCRETE MIXTURE FOR TIEBACK ANCHORS IS DESCRIBED IN NOTE 3 FOR TIEBACK ANCHORS.
  3. CONCRETE MIX FOR CONCRETE STRETCHER BEAM SHALL BE 3,250 PSI MIXTURE.

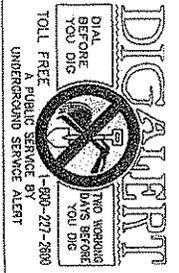
FOR PERMIT

**SPECIAL INSPECTION**

1. STEEL - INTERMITTANT INSPECT FILET WELDING IF PERFORMED.
2. CONCRETE - INSPECTOR SHALL INTERMITTANT CHECK FOR CLEAN HOLE AND WITNESS CONCRETE PLACEMENT IN THE FROM SUPPLIER.
3. FOUNDATION - SOIL AND/OR CIVIL ENGINEER SHALL PROVIDE INTERMITTANT LOG FOR DEPTH, AND MATERIALS ENCOUNTERED AND CHECK DRAWINGS FOR PROPER DEPTH.
4. TIEBACK ANCHOR TESTING - THE CIVIL ENGINEER SHALL WITNESS TESTING OF TIEBACK ANCHORS PER PROCEDURE DESCRIBED ON SHEET 1 "TIEBACK ANCHORS".
5. THE CIVIL ENGINEER SHALL PROVIDE A SUBMIT A STATEMENT WITH A COMPLETE LIST OF ALL MATERIALS AND WORK INSPECTED.

**TABLE OF PILE SPECIFICATIONS**

Item #	Unit	Value	Notes
1	ft	45.8	45.8
2	ft	21.5	21.5
3	ft	24	24
4	ft	8	8
5	ft	7	7
6	ft	7.5	7.5
7	ft	3.0	3.0
8	ft	3.0	3.0
9	ft	3.0	3.0
10	ft	3.0	3.0
11	ft	11.1	11.1
12	ft	9	9
13	ft	20.987	20.987
14	ft	2.1	2.1
15	ft	22.25	22.25
16	ft	21.5	21.5
17	ft	280	280
18	ft	125	125
19	ft	125	125
20	ft	66	66
21	ft	66	66
22	ft	300	300



**SITE PLAN**

SCALE: 1" = 20'-0"

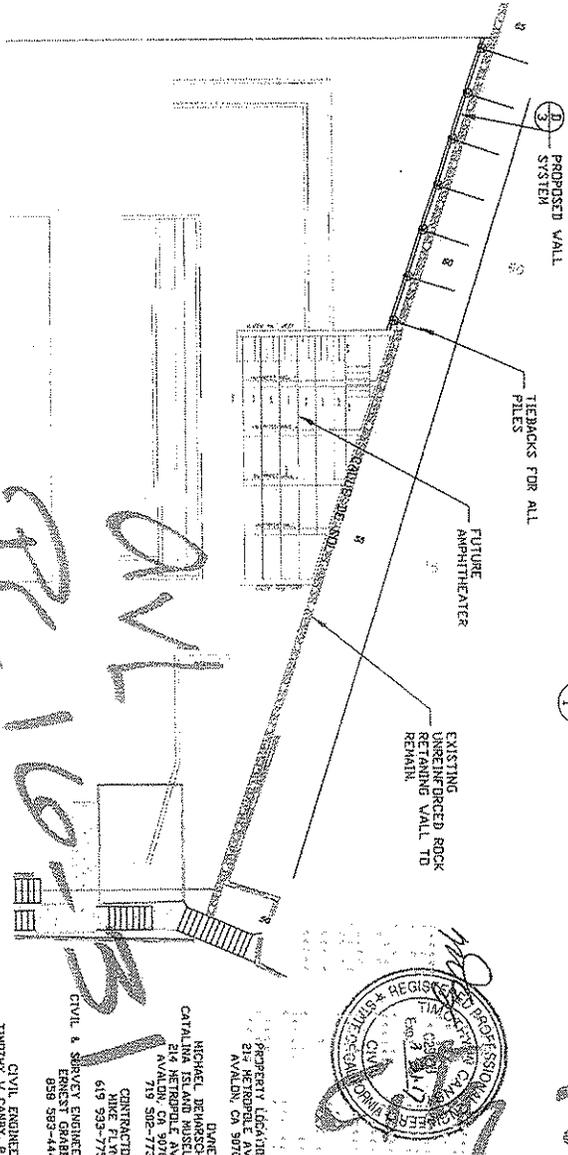
CATALINA ISLAND MUSEUM, AVALON, CA 90704

DESIGN & ENGINEERING  
TIM CANBY, P.E. C29009  
EXPIRES 3/31/2017

SCALE AS SHOWN

DATE 5/10/2016

SHEET 1



PROPERTY LOCATION  
214 W. HARBOR DR.  
AVALON, CA 90704

DIVISION  
MICHAEL BERNARDI  
CATALINA ISLAND MUSEUM  
214 HARBOR DRIVE  
AVALON, CA 90704  
719 502-7738

CONTRACTOR  
MIKE FLYNN  
619 933-7750

CIVIL & SURVEY ENGINEER  
ERNEST GRABBE  
659 583-4440

TIMOTHY V. CANBY, P.E.  
C29009, EXPIRES 3/31/17  
3 LAUREL TREE DRIVE  
IRVINE, CA 92618  
949 933-1956 ext 1  
tim.canby@hvdnral.com

## SOLDIER BEAM/LAGGING RETAINING WALL GENERAL NOTES

THIS PLAN WAS PREPARED BASED ON THE SURVEY INFORMATION PROVIDED BY THE OWNER OR HIS REPRESENTATIVE.

SCOPE OF WORK:

CONSTRUCTION OF PERMANENT ANCHORED SOLDIER BEAM/LAGGING RETAINING WALL.

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THE LOCAL BUILDING AND SAFETY CODES AND TO THE RULES AND REGULATIONS OF ALL AGENCIES HAVING JURISDICTION.
2. CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE SITE AND REPORT ANY VARIATIONS TO THE ENGINEER. OWNER TO PROVIDE THE NECESSARY CONSTRUCTION STAKES FOR WALL LOCATIONS.
3. GENERAL SITE EXCAVATION SHALL BE COORDINATED WITH INSTALLATION OF SHORING TO ENSURE SAFE WORKING CONDITIONS AND PREVENT LOSS OF GROUND AND CAVING OF SHANKS.
4. THE SOIL CONDITIONS SHALL BE DETERMINED IN THE FIELD BY THE SOILS ENGINEER. SHORING DESIGN SHALL BE BASED ON FIELD LOCATION INVESTIGATION. SHALL BE CORRECTED BEFORE ANY WORK COMMENCES AND ANY CONFLICT BETWEEN UTILITIES OR OTHER STRUCTURES AND EXCAVATION SUPPORT SYSTEM SHALL BE REPORTED TO THE ENGINEER.
5. THE CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES OR ADJACENT BASEMENTS AND SHALL PROTECT FROM HARM, AS REQUIRED, TO PREVENT DAMAGE AND TO MAINTAIN THEIR USE. CONSULT THE ENGINEER IF UTILTY LINES OR PIPING ARE ENCOUNTERED DURING DRILLING OF SOLDIER PILES.

WALL NOTES:

INSPECTIONS:

- ALL WALL PROCEDURES SHALL BE CONTINUOUSLY INSPECTED. SPECIAL INSPECTION IS REQUIRED FOR THE FOLLOWING:
- A. CONCRETE GREATER THAN 2500 PSI. (DEPUTY INSPECTOR)
  - B. FIELD WELDING IF REQUIRED. (DEPUTY INSPECTOR)
  - C. SOLDIER BEAM SHAWT DRILLING. (ENGINEER OF RECORD)
  - D. PLACEMENT OF SOLDIER BEAM. (ENGINEER OF RECORD)
  - E. ANCHOR DEPTH AND DIAMETER. (ENGINEER OF RECORD)
  - F. PLACEMENT OF ANCHOR AND PRESSURE GROUT. (ENGINEER OF RECORD)
  - G. PROOF ALL TEST ANCHORS. (ENGINEER OF RECORD)
  - H. TEMPORARY EXCAVATION. (SOILS ENGINEER)

PROCEDURE FOR SOLDIER PILES:

1. SHAWTS FOR SOLDIER PILES SHALL BE MACHINE DRILLED. HOLES SHALL BE ACCURATELY LOCATED TO ENSURE SOLDIER PILES ARE SET PLUMB AND IN THE CORRECT POSITION AND TO ALLOW A STRAIGHT WALL FACE. PROTECT PROTECTION AGAINST SLOUGHING OR CAVING AS REQUIRED.
2. LINES AND GRADES ARE TO BE ESTABLISHED BY OWNER, USING PLANS OF RECORD. TO ENSURE PROPER FOR EMBEDMENT BELOW SUBGRADE AND HORIZONTAL ALIGNMENT PLACE SOLDIER BEAMS VERTICALLY IN DRILLED SHAWTS IN ACCORDANCE WITH THESE PLANS.
3. SOLDIER BEAMS SHALL BE ALIGNED ALONG THE FACE OF THE WALL.
4. START EXCAVATION AND LAGGING BETWEEN PILES IN LIFTS NOT EXCEED FIVE FEET (5 FT) OR AS RECOMMENDED BY THE SOILS ENGINEER.
5. ALL STRUCTURAL DETAILS OR SHAWTS SHOWN ARE MINIMUM SIZES REQUIRED. EQUAL OR GREATER SIZES MAY BE SUBSTITUTED WITH THE ENGINEER'S PRIOR APPROVAL.
6. THE CONCRETE FOR THE BOTTOM WALL CHASSIS SHALL BE POURED UP TO 12" BELOW THE FINISHED GRADE.
7. ALL STRUCTURAL DETAILS OR SHAWTS SHOWN ARE MINIMUM SIZES REQUIRED.

PROCEDURE FOR ANCHORS:

1. DRILL ANCHOR SHAWTS TO AT LEAST THE DEPTHS INDICATED ON THESE DRAWINGS. IF CAVING OCCURS, USE CASING OR HOLLOW STEEL ANCHOR SHAWT SHALL BE FREE OF LOOSE SPALLS PRIOR TO GRouting.
2. ANCHOR SHAWT SHALL BE DOWN WITH PRESSURED AIR.
3. ANCHOR SHALL BE CLEAR OF DEBRIS PRIOR TO PLACEMENT. INSTALLATION OF ANCHOR SHALL BE IN ACCORDANCE WITH THE MANUFACTURE RECOMMENDATIONS AND PART 3 OF THE MANUFACTURE PERFORMANCE SPECIFICATIONS FOR ROCK ANCHORS.
4. FILL ANCHOR LENGTH BEYOND THE FAILURE PLANE (L<sub>u</sub>) WITH STRUCTURAL GROUT. BACKFILL THE REMAINDER OF TERBACK SHAWT WITH STURRY AFTER TERBACK TEST.
5. AFTER ANCHOR GROUT HAS ATTAINED MINIMUM COMPRESSIVE STRENGTH OF 1800 PSI. STRESS TERBACK TO TEST LOAD SHOWN ON THESE DRAWINGS AND IN ACCORDANCE WITH LATEST EDITION OF THE POST TENSIONING INSTITUTE.
6. LOCK-UP ANCHOR TO THE DESIGN LOAD SHOWN HEREON AFTER THE ANCHORS ARE APPROVED.
7. ANCHORS FOR THIS PROCEDURE SHALL BE RECORDED IF TESTS FAIL. CONTRACTOR SHALL PREPARE THE 5. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE REQUIRED TEST LOADS.
9. ANCHORS SHALL BE COVERED WITH A 4" NON-SHRINK CAP.

MATERIALS:

1. MISCELLANEOUS STEEL SHALL CONFORM TO REQUIREMENTS OF ASTM A-36.
2. STRUCTURAL STEEL BEAMS SHALL BE DUAL SPEC. STEEL WITH A YIELDING STRENGTH OF 50 KSI OR BETTER. THE LENGTH OF THE SOLDIER BEAM EXPOSED TO WEATHER OR IN CONTACT WITH THE SOILS SHALL BE EPOXY COATED.
3. ANCHOR WIDENERS, WEDGE PLATES, RIVETS, COUPLERS, ETC. SHALL BE AS RECOMMENDED BY THE MANUFACTURER FOR THE DESIGN LOAD SHOWN HEREON.



FOR PERMIT

DESIGN & ENGINEERING TIM CANBY, P.E. (228009) EXPIRES 3/31/2017	SCALE AS SHOWN	DWG TITLE WALL NOTES	CATALINA ISLAND MUSEUM, AVALON, CA 90704 CALLS THE STEEL SOLDIER PILE RETAINING WALL DATE 5/10/2016
			SHEET 2

FOR PERMIT

WALL ELEVATION  
SCALE: 1" = 5'-0"

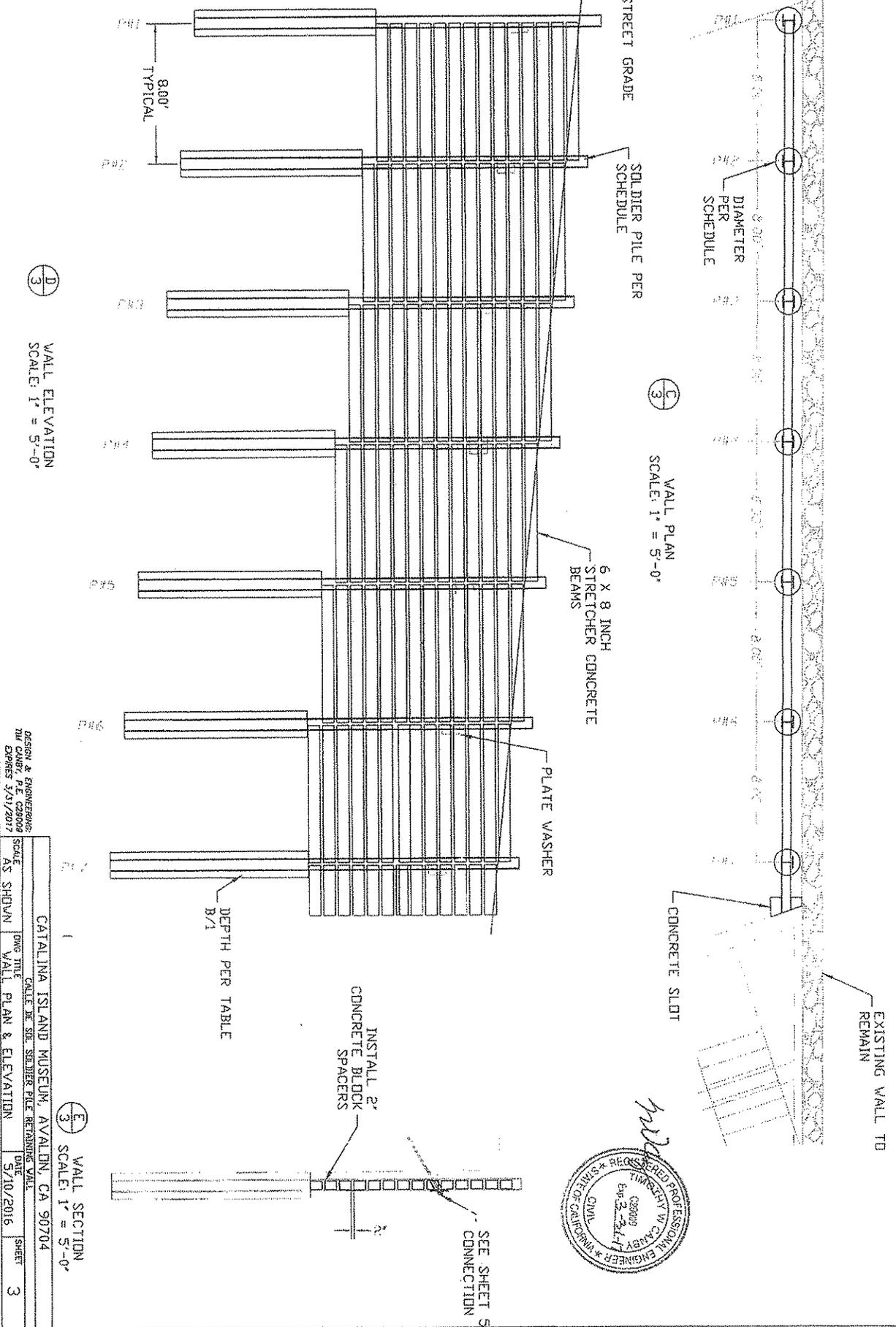
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DESIGN & ENGINEERING  
TAYLOR & ASSOCIATES  
EXPIRES 3/31/2017

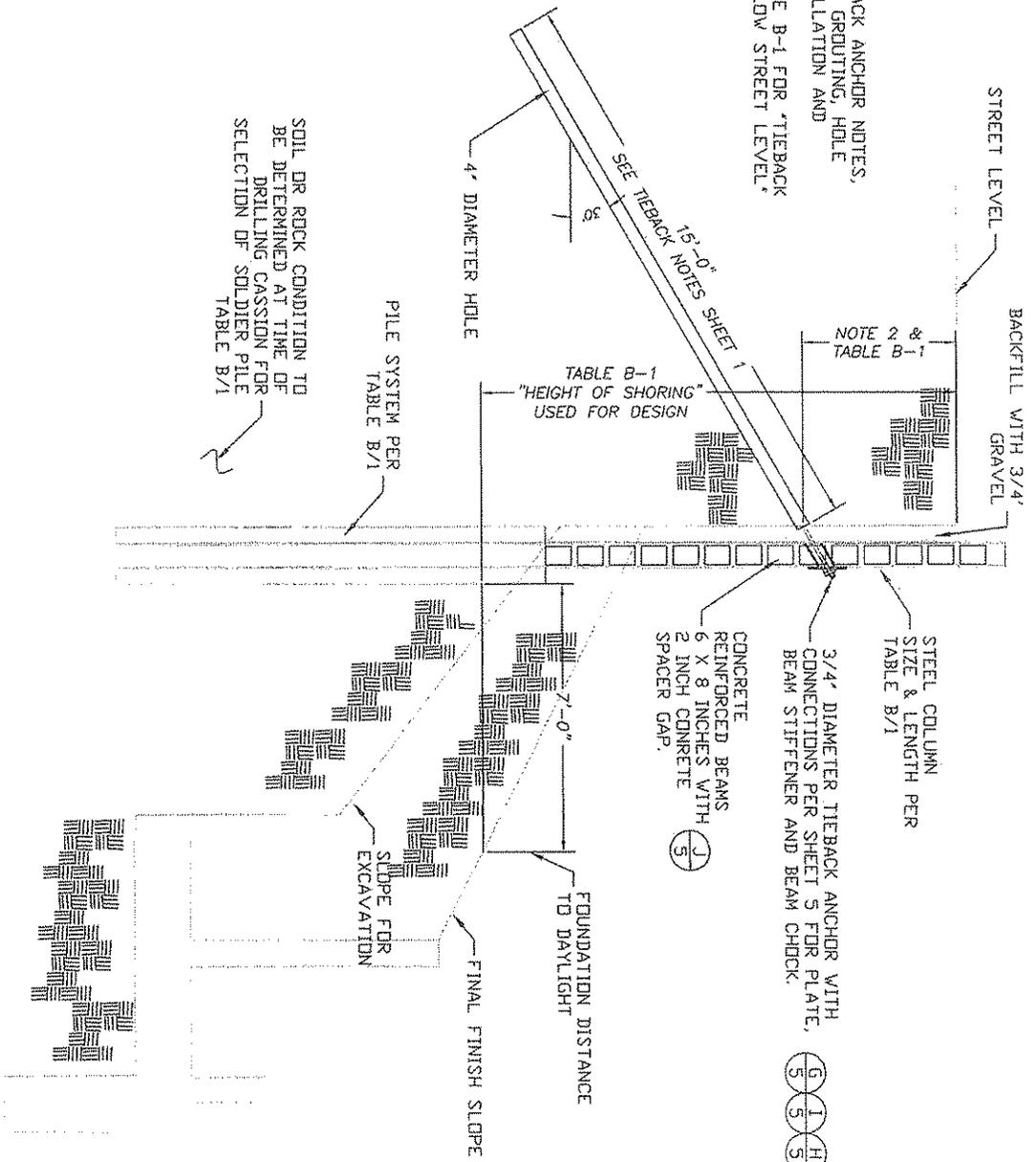
SCALE	DATE	SHEET
AS SHOWN	5/10/2016	3
CATALINA ISLAND MUSEUM, AVALON, CA 90704		
SCALE: 1" = 5'-0"		
WALL PLAN & ELEVATION		

WALL SECTION  
SCALE: 1" = 5'-0"

③



NOTE:  
 1. SEE TIEBACK ANCHOR NOTES, SHEET 1, FOR GROUTING, HOLE DEPTH, INSTALLATION AND TESTING.  
 2. SEE TABLE B-1 FOR "TIEBACK LOCATION BELOW STREET LEVEL"



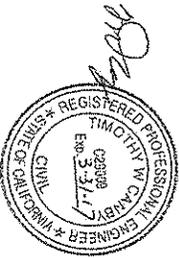
SOIL DR ROCK CONDITION TO BE DETERMINED AT TIME OF DRILLING CASSION FOR SELECTION OF SOLDIER PILE TABLE B/1

SECTION AT PILE #7  
 SCALE 1/2" = 1'-0"

FOR PERMIT

DESIGN & ENGINEERING  
 INC. EXPRES 7/21/2017

SCALE	1" = 10'-0"	FORM TITLE	SCALE OF THE SHEET FOR PILE RETAINING WALL	DATE	5/10/2016	SHEET	4
CATALINA ISLAND MUSEUM, AYALON, CA 90704							
WALL CONFIGURATIONS							





## CITY OF AVALON

### ENCROACHMENT PERMIT

#### INSTALLATION OF TIE BACKS AT CATALINA ISLAND MUSEUM AMPHITHEATER

This Encroachment Permit ("Permit") grants a revocable license to encroach on property of the City of Avalon ("City") to Catalina Island Museum ("Permittee"), with reference to the following facts:

#### RECITALS

- A. City owns Calle del Sol Road ("Property") as a public street and wishes to continue to exercise full control and authority over the street.
- B. Permittee wishes to install tie backs along the edge of the Museum property which would protrude into Calle del Sol Road at twenty-five and thirty-degree angles.
- C. The City Council has determined that the issuance of this permit is necessary or desirable and does not create a substantial adverse impact on persons or property and does not adversely affect the public health, welfare and safety.
- D. To allow Permittee to install tie backs along the edge of the Property, City grants Permittee a revocable license to encroach on Property.

Now, therefore, for valuable consideration, the sufficiency of which is acknowledged, City and Permittee agree as follows:

#### CONDITIONS OF PERMIT

1. Permit Area.
  - (a) The City grants the Permittee a license to install tie backs protruding into Calle del Sol Road at twenty-five and thirty-degree angles pursuant to plans submitted to the City ("Permit Area"). This permit only entitles applicant to construct the encroachment structure described in this Permit on City-owned property. It does not give applicant exclusive use of City-owned property or the right to exclude others from City-owned property.
  - (b) Applicant shall construct and maintain all encroachment structures in accordance with the plans and specifications submitted to the City with this Permit, and shall maintain and keep all encroachments in clean and safe condition for the term of the permit. Encroachment structures shall be removed by the expiration of the permit term or within 30 days of written notice of revocation of the permit by the City to applicant. If applicant fails to timely remove the encroachment or fails to comply with the terms of the encroachment permit, the City may remove or cause the removal of the encroachment and applicant shall be liable for all costs incurred by the City for such action.
2. Permitted Use. Permittee shall use the Permit Area for the sole purpose of installing tie backs along the edge of Museum property, subject to the following conditions:
  - (a) All tie backs or related facilities shall be installed so as not to interfere with any existing utilities or other facilities located in the right-of-way area, or with any utility easements, other

encroachment permits, or other rights to use or occupy the right-of-way.

(b) Permittee shall determine the location of any existing utilities prior to the start of any work.

(c) Permittee shall leave Calle Del Sol roadway and all surrounding property in the same or better condition as it is in prior to the start of the work.

(d) Permittee shall take and submit photographs showing the condition of Calle Del Sol to the City prior to the start of work. Work shall not begin unless and until the City accepts the photographs as sufficient. It shall be within the City's sole discretion to require additional photographs.

(e) All work and completed conditions shall not compromise the stability or integrity of the roadway or result in any condition in which the roadway is unsafe or in a manner of disrepair.

(f) Permittee shall comply with all other requirements to perform the work, including but not limited to obtaining plan checks and other permits as applicable.

(g) These conditions shall not be construed to limit any rights City has under this Permit, including but not limited to any rights to obtain indemnification from the Permittee.

3. Acceptance of Conditions. Permittee understands, agrees, and accepts the conditions as of this Permit as set forth in Paragraph 2 above.
4. Revocable. This Permit is revocable upon thirty (30) days written notice from the City to the Permittee.
5. No Precedent Established. This Permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of expediency or permitting any certain kind of encroachment within City properties. This Permit is to be strictly construed and no use other than the Permitted Use stated in this Permit is authorized. This Permit is not transferable.
6. Term. The Permit term shall not exceed five (5) years. Applicant may annually apply for subsequent one (1) year permit extensions unless Permit is terminated by City or Permittee.
7. Inspections; Permit on Site. The City, its employees, agents or representatives may enter and inspect the Permit Area at any time during the Term to verify Permittee's compliance with the terms and conditions of this Permit. The Permittee shall keep a fully executed copy of this Permit and this Permit must be shown on demand to any representative of the City.
8. Access. Permittee shall not obstruct the flow of vehicular traffic or impede access to the City property.
9. Compliance With Laws. Permittee shall comply with all federal, state and local laws, statutes, ordinances, rules or regulations.
10. Indemnification. Permittee agrees to indemnify, defend (with counsel acceptable to City) and hold harmless the City, its officers, employees, and agents ("Indemnitees") from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of

or in any way connected with Applicant's activities under the encroachment or the terms of this permit. Any damage caused to City structures, utilities, or infrastructure shall be replaced or repaired by Applicant at its sole expense to the satisfaction of the City. Upon notice of damage to City structures arising from the exercise of this Permit, should Applicant fail to promptly make repairs or replace the damaged structure, utility, or infrastructure, the City may make any and all repairs or replacement or have repairs/replacement made and Applicant will be billed and shall reimburse City for all costs incurred.

12. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or sent by United States mail, postage prepaid, addressed to the parties as follows:

If to City:

City of Avalon  
P.O. Box 707  
Avalon, California 90704

If to Permittee:

Catalina Island Museum  
PO Box 366  
Avalon, CA 90704

Any party entitled or required to receive notice under this Permit may by like notice designate a different address to which notices shall be sent.

13. Supersedure. Upon the Effective Date, this Permit shall supersede any other permit made or issued for the Permit Area between the City and Permittee.
14. Effective Date. This Permit shall not be effective until it is signed by Permittee in the space provided below and executed by the City Manager of the City of Avalon.
15. Entire Agreement. This Permit constitutes the entire agreement between City and Permittee with respect to the subject matter of this Permit, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
16. Signatures. This permit is executed by City, acting by and through its City Manager, and by Permittee, acting by and through its authorized person to bind Permittee.

"Permittee"  
Catalina Island Museum

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael De Marsche  
Executive Director

“City”

City of Avalon,

Date: \_\_\_\_\_

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

Denise Radde  
Interim City Manager

**APPROVED AS-TO-FORM**

\_\_\_\_\_  
Scott Campbell  
City Attorney

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVALON GRANTING  
ENCROACHMENT PERMITS FOR THE INSTALLATION OF TIE BACKS BY  
CATALINA ISLAND MUSEUM**

**WHEREAS**, Section 4-9.105 of the City of Avalon Municipal Code requires the City Council to approve all encroachment permit applications in which the proposed structure is permanent; and

**WHEREAS**, Catalina Island Museum is developing an amphitheater; and

**WHEREAS**, the construction of the amphitheater will involve the installation of tie backs along the edge of the Museum property which would protrude into Calle del Sol Road at twenty-five and thirty degree angles; and

**WHEREAS**, the City Council may approve the encroachment permits for the tie backs if it finds that the encroachments are necessary or desirable, that the encroachments do not create a substantially adverse impact on persons or property; and that the encroachments do not adversely affect the public health, welfare, and/or safety; and

**WHEREAS**, any encroachment permits issued are subject to certain conditions contained within a recordable covenant running with the land and any conditions imposed by the City Council; and

**WHEREAS**, Catalina Island Museum must obtain a bond or provide a deposit to cover the cost of repairs that may be necessary as a result of the excavation or eventual removal of the faults.

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF AVALON DOES HEREBY  
FIND AS FOLLOWS:**

**Section 1. The City Council makes the following findings:**

- a. The encroachments are both necessary and desirable as the tie backs must be installed to ensure the amphitheater is safe and structurally sound.
- b. No adverse effects will result to persons or property as a result of the encroachments being granted.
- c. The encroachments do not adversely affect the public health, welfare, and/or safety in any way.
- d. The conditions established by the City are reasonably related to the impacts created by the encroachments and are necessary to protect the public's health, safety and welfare.

## **Section 2. Granting of Encroachment Permits:**

As a result of the above findings, the City Council hereby grants the applied-for encroachment permits to Catalina Island Museum, pursuant to all conditions specified orally or in writing in this Resolution or the Recordable Covenant.

## **Section 3. Conditions to Issuance of Encroachment Permit.**

(a) All tie backs or related facilities shall be installed so as not to interfere with any existing utilities or other facilities located in the right-of-way area, or with any utility easements, other encroachment permits, or other rights to use or occupy the right-of-way.

(b) The Museum shall determine the location of any existing utilities prior to the start of any work.

(c) The Museum shall leave Calle Del Sol roadway and all surrounding property in the same or better condition as it is in prior to the start of the work.

(d) The Museum shall take and submit photographs showing the condition of Calle Del Sol to the City prior to the start of work. Work shall not begin unless and until the City accepts the photographs as sufficient. It shall be within the City's sole discretion to require additional photographs.

(e) All work and completed conditions shall not compromise the stability or integrity of the roadway or result in any condition in which the roadway is unsafe or in a manner of disrepair.

(f) The Museum shall comply with all other requirements to perform the work, including but not limited to obtaining plan checks and other permits as applicable.

## **Section 4. Restoration of Public Property.**

Any portion of public property disturbed by the installation of the tie backs will be promptly restored to as good a condition or better as existed prior to the installation of the tie backs. Specifically;

- a. Asphalt areas must be repaved completely across the street, not limited to only the areas disturbed;
- b. Replacement trees must be approved by the City, which will verify replacement trees have been properly planted, are in good condition, and are likely to grow;
- c. All traffic markings will be repainted;
- d. Sidewalks, planters, and all other improvements must be replaced to the nearest construction joint;
- e. All debris must be hauled away; excavation and installation site must be completely clean.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Avalon on this 17th day of May, 2016, by the following vote:

Ayes:  
Noes:  
Absent:  
Abstain:

---

Ann H. Marshall, Mayor

**ATTEST:**

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Denise A. Radde, City Clerk

CITY OF AVALON CITY COUNCIL

**MEETING DATE:** May 17, 2016 **AGENDA ITEM:** 10  
**ORIGINATING DEP:** Administration **CITY MANAGER:** RR  
**PREPARED BY:** Jordan Monroe, Management Aide  
**SUBJECT:** Cabrillo Mole Revitalization Plan Summary Presentation

---

**RECOMMENDED ACTION(S):** Receive, review and file the Cabrillo Mole Revitalization Plan.

**REPORT SUMMARY:** At the September 15, 2015 meeting Council approved the contract with Kendall Flint of Regional Government Services (RGS) for the development of a Cabrillo Mole Revitalization Plan.

The Cabrillo Mole is a critical asset for Avalon, and Catalina Island as a whole. Determining the needs and desires for the future of the Cabrillo Mole was identified as one of the Councils Goals and the response from the community to this project has matched, and exceeded the expectations.

The purpose of the plan is to determine viability, identify needs and opportunities for revenue, provide for public input, engage key stakeholders, and research funding and financing mechanisms for infrastructure improvements.

The final report includes recommendations for City Council consideration.

**GOAL ALIGNMENT:** Cabrillo Mole

**FISCAL IMPACTS:** None at this time. This item has already been authorized for \$20,500.

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

**FOLLOW UP ACTION:** Determine the next steps in pursuing the revitalization of the Cabrillo Mole.

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

**ATTACHMENTS:** Cabrillo Mole Revitalization Plan will be provided under separate cover at the Meeting.