

**AVALON CITY COUNCIL MEETING  
TUESDAY, JUNE 21, 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**

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

**ANNOUNCEMENTS / WRITTEN COMMUNICATIONS**

**CITY MANAGER REPORT / CITY ATTORNEY REPORT**

**COUNCILMEMBER REPORTS / MAYOR REPORT**

**PRESENTATION**

1. Shawn Hagerty with Best Best & Kreiger will outline the legal and regulatory impediments in using the City saltwater distribution system for residential desalination water use.
2. Update from Southern California Edison on Stage II Water Rationing.

**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.

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 June 7, 2016 regular City Council meeting.

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2. Expenditures Submitted for Approval
  - o Warrants in the amount of \$998,449.83.
  - o Three payrolls in the amount of \$615,386.13.
  - o Five electronic fund transfers totaling \$139,481.55.

Recommended Action  
Approve total expenditure amount of \$1,753,317.51.
  
3. Patrol Boat Maintenance

The FY 2015-16 budget contained \$20,000 for painting patrol boats. Three boat yards were contacted. Patrol Boat 1 and Patrol Boat 6 were hauled out and the hulls were painted with gel-coat at Pebbly Beach Boat Yard for a cost of \$8500 each.

Recommended Action  
Authorize budgeted painting of Harbor Patrol Boat 1 and Patrol Boat 6 performed at Pebbly Beach Boat Yard in the amount of \$17,000.00.
  
4. Harbor Rescue Boat Repairs

Harbor Patrol Boat Rescue 2 was pulled out of the water for its annual inspection and repairs at Balboa Boat Yard on May 31, 2016. While it was out of the water, it was discovered it would be necessary to replace the dripless seals on the propeller shafts and replace the rudder bearings.

Recommended Action  
Authorize necessary repairs performed on Harbor Patrol Boat Rescue 2 at Balboa Boat Yard in the amount of \$7,598.71.
  
5. Evinrude E-Tech 150HP Outboard Motor Replacement

The Harbor Department is requesting the procurement of one E-Tech 150hp outboard motor with control box and 3-bladed propeller. This is a scheduled replacement for the outboard motor on Patrol Boat 5 with over 6,300 hours. It is the harbor department's goal to replace each outboard within the three year warranty time period.

Recommended Action  
Authorize the Harbor Master to purchase one Evinrude E-Tech 150hp outboard motor, one I-Command control box and ancillary installation equipment from Avalon Boat Stand in the amount of \$16,094.66 including tax.
  
6. Encroachment Permit for Construction of Off Street Parking at 340 Wrigley Terrace Road

Jack and Nora Tucey have recently purchased the property at 340 Wrigley Terrace Road. They are proposing to create an off street parking area on the property frontage that could accommodate four vehicles and would be accessed from Wrigley Terrace Road. An Encroachment Permit is required in order for the applicants to construct the parking spaces.

Recommended Action

Approve Encroachment Permit to allow construction of four off street parking spaces at 340 Wrigley Terrace Road.

7. Annual Report on the Development Agreement between the City of Avalon and Hamilton Pacific, LLC

The Development Agreement requires an annual report on the status of the development governed by the agreement.

Recommended Action

Receive and file the report.

8. Upgrades to the Accounting Software Applications

The City has used SunGard accounting software products for over 25 years. The existing products were last upgraded in 2010 and are hosted by SunGard, an Application Service Provider. SunGard has available upgrades that will provide more efficient data entry, data extraction, and reporting, while utilizing a modern platform supported by Microsoft.

Recommended Action

Authorize the procurement of the accounting software upgrades from SunGard's CommunityPlus 8.3 to version 9.1 and FinancePlus 4.3 to version 5.1, and authorize the Finance Director to execute all required documents for the upgrades.

9. Consider CaTIP Membership and Fixed-Route Transit Insurance

In April, 2016 the City Council approved the contract for Transportation Concepts to operate the electric bus fixed-route and dial-a-ride van programs. As part of the approved contract, the City is responsible for maintenance of the vehicles and the bus stops. The City needs to obtain fixed-route transit liability insurance. Transit insurance specifically covers liability claims regarding the maintenance of the vehicles and the bus stops.

Recommended Action

Adopt the Resolution Approving the Joint Powers Agreement of the California Transit Systems Joint Powers Authority and authorize the annual premium contribution estimated to be \$13,672 for FY16-17.

10. Authorize the Purchase of F-150 Work Truck

At the March 15, 2016 City Council Meeting one 1991 Ford Ranger Truck was declared surplus due to the fact that it was at the end of its lifespan. Currently there is no replacement for this vehicle, leaving the Public Works fleet short. The procurement of the one additional F150 proposed will fill this deficiency in the department's vehicle fleet.

Recommended Action

Authorize the purchase of one new Ford 150 truck for Public Works and amend the budget appropriating funds from the Vehicle Replacement Fund.

11. Authorize the Purchase of Heavy Duty F-550 Truck  
Public Works does not currently have a heavy duty class truck capable of towing large pieces of equipment or powering machinery in the field, such as a large compressor. When this frequent need arises, Public Works must request to utilize the Warehouse Mechanic's heavy duty class truck. Completing this purchase would fill this gap in vital equipment for the department  
Recommended Action  
Authorize the purchase of one new Ford 550 truck for Public Works for an amount not to exceed \$55,000 and amend the budget appropriating funds from the Vehicle Replacement Fund.
  
12. Authorize Amendment 2 for the Professional Services Agreement with Michael Baker International (MBI) for Phase 1 of Capital Improvement Projects for City Infrastructure  
Mole Park was identified as a top priority due to the age of the play equipment and protective surfacing, as well as the amount of repair required by PARSAC to continue to allow the park to be used by the public. The City was granted \$300,000 by the County of L.A. Board of Supervisors to assist in the rehabilitation of the park. The most cost-effective way to proceed would be to include the Mole Park Rehabilitation Project scope of work in with the overall Capital Improvement Program previously approved by Council under the scope of MBI's contract.  
Recommended Action  
Authorize Staff to execute an amendment to the scope and budget of the approved 2016-2017 Capital Improvement Program contract with Michael Baker International to include design and construction services for the Mole Park Rehabilitation Project in an amount not-to-exceed \$39,000.
  
13. Request for Proposal - Avalon Bay Wave Refraction/Diffraction/ Reflection Analysis and Sand Transport Model  
City Staff has been seeking a solution to the beach sand movement in Avalon Bay, which over the course of the last several years has caused a fall height in excess of 5 feet on the South Beach wall and the collection of sand near Joe's Rent A Boat dock and the West Side Pier Dinghy Dock. Sand displacement has been the root cause of the failure of the seawall and the ongoing creation of sinkhole formation on the upper beach at South Beach.  
Recommended Action  
Authorize Staff to issue a Request for Proposal for an Avalon Bay Wave Refraction/Diffraction/Reflection Analysis and Sand Transport Model.

**GENERAL BUSINESS - Public Hearing**

14. Saltwater and Sewer Fees for FY 2016/2017 and Adoption of Reports to the Los Angeles County Auditor for Placement of Property Related Fees for FY 2016-2017 on the Tax Roll

This is the second of two required Public Hearings regarding the increase of sewer and saltwater fees. At the June 7, 2016 City Council meeting a first Public Hearing was opened for public comment. A public notice was mailed out to all property owners 45 days prior to this Public Hearing announcing the proposed rate increases. City Council determined at the April 5, 2016 meeting to propose raising the saltwater and the sewer fees.

Recommended Action

Open and conclude the Public Hearing to hear public comments. After all public comments have been heard, close the public hearing and determine if a majority of the property owners have submitted written protests. If the City does not receive a majority protest from such property owners, and the City Council agrees with a 4/5 vote, it is recommended to:

(1) Adopt the ordinance for the Sewer and Saltwater fees, (2) adopt the annual property related fee report, (3) direct the City Clerk to file said report with the Los Angeles County Auditor to place the property related fees on the FY16-17 tax roll.

**GENERAL BUSINESS (continued)**

15. 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.

16. Appointment of Planning Commissioners

The Planning Commission is a seven person commission with one alternate. Commissioner terms are for four years. Four Commissioners terms and the alternate term expire this year. The City has received three new applications and requests from three Commissioners to continue to serve an additional term.

Recommended Action

Appoint four Commissioners for four year terms and appoint one Alternate Commissioner for a two year term.

17. Cruise Ship Berthing Facility Item of Discussion

Receive a presentation by the Catalina Island Chamber of Commerce regarding the history and subsequent options for a new Cruise Ship Berthing Facility. Discuss and give direction to Staff.

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18. Letter to the California Public Utilities Commission (CPUC) Requesting Expedited Decision on Request for Rehearing

Councilmember Sampson has placed this item on the agenda to obtain approval from the City Council for the City Attorney to write to the CPUC requesting expedited treatment of the pending application for a rehearing. After the hearing determination the Attorney General's office may proceed with its processing of the City's request for guidance on the question of access, and the on-going questions of access may be finally concluded, giving the public and the City answers regarding the status of the request for multiple freight lines.

Recommended Action

Consider Councilmember Sampson's Request to Authorize the City Attorney to write and transmit a letter to the California Public Utilities Commission ("CPUC" or the "Commission") requesting an expedited hearing and/or ruling on the pending application for rehearing of the Commission's decision in consolidated proceedings A.14-10-015 and A.15-01-005.

**CLOSED SESSION**

1. PUBLIC EMPLOYMENT APPOINTMENT  
Title: City Manager
  
2. CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: City Council and Scott Campbell, City Attorney  
Unrepresented employees: City Manager

**ADJOURN**

**NOTICE OF POSTING**

I, Denise Radde, declare that the City Council Agenda for June 21, 2016 was posted Friday, June 17, 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:** June 21, 2016

**AGENDA ITEM:** 1

**ORIGINATING DEP:** City Clerk

**CITY MANAGER:** DR

**PREPARED BY:** Denise Radde, City Clerk

**SUBJECT:** City Council Actions

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**RECOMMENDED ACTION(S):** Approve actions from the June 7, 2016 regular City Council meeting.

**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: June 21, 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 May 10, 2016 to June 10, 2016 totaling 1,753,317.51.

**REPORT SUMMARY:** These disbursements from May 10, 2016 to June 10, 2016 are comprised of warrants totaling \$998,449.83, three payrolls totaling \$615,386.13, and five electronic funds transfers totaling \$139,481.55.

US Bank Warrants #22414-22415 - \$14,554.12 – May 10, 2016
US Bank Warrants #22416 - \$1,585.74 – May 13, 2016
US Bank Warrant #22417-22494 - \$566,132.21 – May 20, 2016
US Bank Warrant #22495 - \$268.40 – May 31, 2016
US Bank Warrants #22496-22563 – \$415,909.36 – June 3, 2016
Payroll - \$199,439.21 – May 13, 2016
Payroll - \$201,164.43 – May 27, 2016
Payroll - \$214,782.29 – June 10, 2016
EFT – CALPERS Retirement - \$2,600.00 – May 10, 2016
EFT – CALPERS Retirement - \$28,809.29 – May 13, 2016
EFT – Board of Equalization - \$2,700.00 – May 20, 2016
EFT – CALPERS Health - \$76,095.57 – June 2, 2016
EFT – CALPERS Retirement - \$29,276.69 – June 10, 2016

Expenses that have been reimbursed through payroll totaled \$4,014.15.

**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 MAY & JUNE 2016  
June 21, 2016

DESCRIPTION	AMOUNT	DATE
US BANK WARRANTS CK# 22414-22415	\$ 14,554.12	5/10/2016
US BANK WARRANTS CK# 22416	1,585.74	5/13/2016
US BANK WARRANT CK #22417-22494	566,132.21	5/20/2016
US BANK WARRANT CK# 22495	268.40	5/31/2016
US BANK WARRANTS CKS# 22496-22563	415,909.36	6/3/2016
PAYROLL	199,439.21	5/13/2016
PAYROLL	201,164.43	5/27/2016
PAYROLL	214,782.49	6/10/2016
EFT - CALPERS RETIREMENT	2,600.00	5/10/2016
EFT - CALPERS RETIREMENT	28,809.29	5/13/2016
EFT - BOARD OF EQUALIZATION	2,700.00	5/20/2016
EFT - CALPERS HEALTH	76,095.57	6/2/2016
EFT - CALPERS RETIREMENT	29,276.69	6/10/2016

TOTAL DISBURSEMENTS

\$ 1,753,317.51

EXPENSES REIMBURSED THROUGH PAYROLL  
AND INCLUDED IN THE ABOVE TOTAL

\$ 4,014.15

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.

APPROVED AND AUDITED  
THIS 21ST DAY OF JUNE 2016

\_\_\_\_\_  
AUDIT COMMITTEE - RICHARD HERNANDEZ

EXECUTED THIS 21ST DAY OF JUNE 2016

\_\_\_\_\_  
AUDIT COMMITTEE - CINDE CASSIDY

\_\_\_\_\_  
FINANCE DIRECTOR - ROBERT MESCHER

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AVALON CITY COUNCIL  
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CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
22495	5/31/2016	268.40	EDISON	UTILITY SET UP FEE
22496	6/3/2016	0.00	VOID - MULTI STUB CK	VOID - MULTI STUB CK
22497	6/3/2016	14,263.55	AAA OIL, INC	FUEL- RESALE/ALL DPTS
22498	6/3/2016	181.45	ART, CAPS N' DESIGN	UNIFORMS- HARBOR
22499	6/3/2016	249.00	AT&T MOBILITY	COMMUNICATIONS- HRBR
22500	6/3/2016	14,274.00	AVALON FREIGHT SERVICES	FREIGHT- ALL DEPTS
22501	6/3/2016	8,385.66	AVALON MOORING & DIVING	SERVICE- HARBOR
22502	6/3/2016	364.40	A-Z LOGIC SYSTEMS	SUPPLIES- HARBOR
22503	6/3/2016	2,908.30	BEYOND SOFTWARE SOLUTIONS	CONTRACT SVCS- ADMIN
22504	6/3/2016	273.06	CATALINA BEVERAGE CO	SUPPLIES- ALL DEPTS
22505	6/3/2016	1,896.83	CATALINA BROADBAND SOLUTION	INTERNET- ALL DEPTS
22506	6/3/2016	189,805.00	CHAMBER OF COMMERCE	TOT- APRIL& MAY
22507	6/3/2016	36.11	CATALINA DISCOUNT & VARIETY	SUPPLIES- P/W
22508	6/3/2016	29,862.40	CATALINA EXPRESS	TRAVEL& FIRST HLF MAY16
22509	6/3/2016	863.06	CATALINA ISLAND PLUMBING	SERVICE- P/W
22510	6/3/2016	325.00	CATALINA STEAM CLEANING	SERVICE- HARBOR
22511	6/3/2016	21,789.32	CATALINA TRANSPORTATION	CONTRACT SVC - 3/16
22512	6/3/2016	0.00	VOID - MULTI STUB CK	VOID - MULTI STUB CK
22513	6/3/2016	0.00	VOID - MULTI STUB CK	VOID - MULTI STUB CK
22514	6/3/2016	0.00	VOID - MULTI STUB CK	VOID - MULTI STUB CK
22515	6/3/2016	0.00	VOID - MULTI STUB CK	VOID - MULTI STUB CK
22516	6/3/2016	0.00	VOID - MULTI STUB CK	VOID - MULTI STUB CK
22517	6/3/2016	3,587.95	CHET'S HARDWARE	SUPPLIES - ALL DEPTS
22518	6/3/2016	5,337.58	CO. OF LOS ANGELES SHERIFF	WTR FRONT PATROL- APRIL
22519	6/3/2016	5,273.68	COOPERATIVE PERSONNEL SER	SERVICE- ADMIN
22520	6/3/2016	6,882.41	DELTA DENTAL	DENTAL - JUNE 16
22521	6/3/2016	3,870.00	CONSTRUCTORS PLUS C/O	CONTRACT SVCS- ADMIN
22522	6/3/2016	4,950.00	CONSTRUCTORS PLUS C/O	CONTRACT SVCS- ADMIN
22523	6/3/2016	785.94	DIV OF ADMINISTRATIVE SERV	QUARTERLY FEES
22524	6/3/2016	6,989.73	EDISON	UTILITIES- ALL DEPTS
22525	6/3/2016	38.15	EMS SAFETY SERVICES, INC	SUPPLIES- FIRE
22526	6/3/2016	90.35	ENNIS PAINT, INC	SUPPLIES- P/W
22527	6/3/2016	1,755.44	EVIRO STRATEGY CONSULTANT	FEES- WWTP
22528	6/3/2016	2,830.00	ESG ENGINEERING	SERVICE- P/W
22529	6/3/2016	3,418.75	GRAINGER	SUPPLIES- HRBR/GARAGE
22530	6/3/2016	632.08	HAMILTON, KATHERINE	CONTRACT SVCS- 5/16
22531	6/3/2016	1,253.28	HERNANDEZ, OLGA	MEDICAL REIMBURSEMENT
22532	6/3/2016	1,834.02	HOME DEPOT CREDIT SERVICE	SUPPLIES - P/W
22533	6/3/2016	339.00	IRON MOUNTAIN, INC	SERVICE - ADMIN
22534	6/3/2016	2,679.75	JOHNSON-FRANK & ASSOC	SERVICE - P/W
22535	6/3/2016	469.99	KNOEDLER, JOSH	SUPPLIES - P/W
22536	6/3/2016	2,647.50	LOPEZ, LEONARD	MEDICAL REIMBURSEMENT
22537	6/3/2016	319.70	MATHEWS INTERNATIONAL CO	SUPPLIES- CEMETARY
22538	6/3/2016	1,536.68	MCMASTER-CARR	SUPPLIES- HRBR/PW
22539	6/3/2016	808.02	MED- TECH RESOURCE INC.	SUPPLIES- FIRE
22540	6/3/2016	70.20	MIKE ROCHE PRINTING	SUPPLIES - FOG PRGM
22541	6/3/2016	250.00	MYGOV	SERVICE- PLANNING
22542	6/3/2016	1,354.88	NAPA AUTO PARTS	SUPPLIES- GARAGE
22543	6/3/2016	1,055.92	NEOFUNDS BY NEOPOST	POSTAGE REFILL
22544	6/3/2016	313.85	NEWHALL COFFEE ROAST COMP	SUPPLIES- FIRE

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AVALON CITY COUNCIL  
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CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
22545	6/3/2016	6,710.00	ON THE WING FALCONRY, INC	CONTRACT SVCS- ADMIN
22546	6/3/2016	9,688.43	PARSAC	WORKER'S COMP 2015
22547	6/3/2016	1,783.14	PEBBLY BEACH BUILDING SUPPLY	SUPPLIES - P/W
22548	6/3/2016	1,407.71	PORT SUPPLY	SUPPLIES - HRBR/GARAGE
22549	6/3/2016	486.54	QUIL CORP	SUPPLIES- ALL DEPTS
22550	6/3/2016	2,708.70	QUINN COMPANY	SUPPLIES - GARAGE
22551	6/3/2016	33,857.27	MICHAEL BAKER INTERNATIONAL	SERVICE - P/W&PLAN
22552	6/3/2016	967.50	REGIONAL GOVERNMENT SERVICE	SERVICE - ADMIN
22553	6/3/2016	1,524.00	JUAN ALVARADO RICARDO REGAL	SERVICE -FUEL DOCK
22554	6/3/2016	904.75	RICOH AMERICAS CORP	COPIER LEASE- PLAN
22555	6/3/2016	663.91	RICOH USA, INC.	COPIER LEASE- PLAN
22556	6/3/2016	2,930.47	ROSS FIRE EXTINGUISHER	SUPPLIES- GARAGE
22557	6/3/2016	1,200.00	NEXSTEP INC.	SUPPLIES- GARAGE
22558	6/3/2016	522.24	SUN LIFE INSURANCE CO	LIFE INSURANCE - JUN 16
22559	6/3/2016	2,191.35	SUNGARD PUBLIC SECTOR, INC	SOFTWARE LEASE
22560	6/3/2016	60.60	UNITED PARCEL SERVICE	FREIGHT- HRBR/PL
22561	6/3/2016	212.53	US BANK	CREDIT CARD CHGS - ADMIN
22562	6/3/2016	338.23	WITMER PUBLIC SAFETY GROUP	SUPPLIES- FIRE
22563	6/3/2016	900.00	WITMAN ENTERPRISES, LLC	CONTRACT SVCS - APR 16
		<b>\$ 416,177.76</b>		

AVALON CITY COUNCIL  
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CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
22414	05/10/16	12.93	CHET'S HARDWARE	SUPPLIES - PUBLIC WKS
22415	05/10/16	14,541.19	MICHAEL BAKER INTERNATIONAL	CONTRACT SVCS- PLAN
22416	05/13/16	1,585.74	US BANK	SUPPLIES - ADMIN
22417	05/20/16	4,936.54	AAA OIL, INC	RESALE FUEL - FD
22418	05/20/16	67.70	AIR SOURCE INDUSTRIES	SUPPLIES - FIRE
22419	05/20/16	520.60	ALL THE KINGS FLAGS	SUPPLIES- HARBOR
22420	05/20/16	7,533.60	ALLIANT INSURANCE SERVICE	FD INSURANCE
22421	05/20/16	5,904.19	AMERICAN EXPRESS	CREDIT CARD CHRGS- ALL DPTS
22422	05/20/16	5,722.34	AMMA TRANSIT PLANNING	CONTRACT SVCS JAN-MAR 16
22423	05/20/16	614.10	ANTHEM BLUE CROSS	COBRA - JUNE 2016
22424	05/20/16	690.00	ANTONIO'S	SENIOR MEALS - 4/16
22425	05/20/16	14,563.63	ASSOCIATED SOILS ENGINEER	SERVICE- FD
22426	05/20/16	2,603.89	AT & T MOBILITY	COMMUNICATIONS- ALL DPTS
22427	05/20/16	814.65	AVALON BOAT STAND	SUPPLIES- HARBOR
22428	05/20/16	121,373.65	AVALON ENVIRONMENTAL SVCS	CONTRACT SVCS - APR 16
22429	05/20/16	479.12	AVALON FREIGHT SERVICES	FREIGHT- ALL DPTS
22430	05/20/16	1,603.36	AVALON MOORING & DIVING	SERVICE- HARBOR
22431	05/20/16	3,073.30	BEYOND SOFTWARE SOLUTIONS	CONTRACT SVCS- ADMIN
22432	05/20/16	1,032.50	BOUND TREE MEDICAL	SUPPLIES- FIRE
22433	05/20/16	1,697.24	CATALINA BEVERAGE CO	SUPPLIES - ALL DEPTS
22434	05/20/16	2,240.93	C&N LINS, INC	RENT RECONCILIATION
22435	05/20/16	29,202.60	CATALINA EXPRESS	SUBSIDY- 2ND HLF 4/16
22436	05/20/16	1,708.87	CATALINA ISLANDER	ADVERTISING - ALL DEPTS
22437	05/20/16	15,084.92	CATALINA TRANSPORTATION	CONTRACT SVCS - MAY 16
22438	05/20/16	4,046.20	CHARLES ABBOTT ASSOCIATES	CONTRACT SVCS- ADMIN
22439	05/20/16	104,618.05	CO.OF LOS ANGELES SHERIFF	RESIDENT DPTY- 4/16
22440	05/20/16	4,770.00	CONSTRUCTORS PLUS	CONTRACT SVCS- ADMIN
22441	05/20/16	4,500.00	CONSTRUCTORS PLUS	CONTRACT SVCS - ADMIN
22442	05/20/16	264.00	DEWEY PEST CONTROL	SERVICE- ADMIN/HARBOR
22443	05/20/16	70.78	DIGI- KEY	SUPPLIES- HARBOR
22444	05/20/16	389.79	DODGE DATA & ANALYTICS	SERVICE - REC
22445	05/20/16	30.00	DONOHOO, SUZANNE	REFUND - OVERPYMT
22446	05/20/16	20,789.51	EDISON	UTILITIES- ALL DPTS
22447	05/20/16	95,211.69	ENVIRON STRATEGY CONSULTANTS	CONTRACT SVCS
22448	05/20/16	10,235.90	ESGIL CORPORATION	SERVICE- PLANNING
22449	05/20/16	996.25	FIDELITY SECURITY LIFE IN	VISION- MAY 2016
22450	05/20/16	385.09	GALLS, LLC	UNIFORMS - FIRE
22451	05/20/16	200.00	GARWICK, KENT	SERVICE- RECREATION
22452	05/20/16	4,805.40	GATORWRAPS	SERVICE - E BUSES
22453	05/20/16	2,999.00	GOVINVEST INC.	SERVICE- FINANCE
22454	05/20/16	2,268.98	GRAINGER	SUPPLIES - GARAGE/FIRE
22455	05/20/16	759.07	HAMILTON, KATHERINE	CONTRACT SVCS - 4/16
22456	05/20/16	216.66	HARBOR FREIGHT TOOLS	SUPPLIES - GARAGE
22457	05/20/16	1,742.06	HINDERLITER, DE LLAMAS	SERVICE - FINANCE
22458	05/20/16	405.81	HOME DEPOT CREDIT SERVICE	SUPPLIES - P/W
22459	05/20/16	89.00	HORVAT, CHRISTINA	REIMB O/P COSTS
22460	05/20/16	9,106.70	IDR ENVIRONMENTAL SERVICE	SERVICE - GARAGE
22461	05/20/16	608.05	INDUSTRIAL METAL SUPPLY	SUPPLIES - HARBOR
22462	05/20/16	76.64	ISLAND FIRE EXTINGUISHERS	SERVICE- HARBOR
22463	05/20/16	40.61	ISLAND WATER CHARTERS	RENT RECONCILIATION

AVALON CITY COUNCIL  
MEETING OF JUNE 21, 2016

FY16

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
22464	05/20/16	6,450.50	J. LEE ENGINEERING INC.	SERVICE- PLANNING
22465	05/20/16	618.00	KATIE'S KITCHEN	SENIOR MEALS - 4/16
22466	05/20/16	1,250.00	LAAFCA	YEARLY DUES- FIRE
22467	05/20/16	320.39	LOS ANGELES NEWS GROUP	ADVERTISING- PLANNING
22468	05/20/16	128.96	MATTHEWS INTERNATIONAL	SUPPLIES - CEMETARY
22469	05/20/16	144.12	MCMASTER-CARR	SUPPLIES - HARBOR
22470	05/20/16	736.25	MED-TECH RESOURCE	SUPPLIES- FIRE
22471	05/20/16	189.96	MEYERS FOZI, LLP	LITIGATION COSTS
22472	05/20/16	349.11	MONARCH PRODUCTS, INC.	SUPPLIES- GARAGE
22473	05/20/16	534.00	MR. NINGS	SENIOR MEALS- 4/16
22474	05/20/16	2,699.39	NAPA AUTO PARTS	SUPPLIES - GARAGE
22475	05/20/16	1,049.75	NEOFUNDS BY NEOPOST	POSTAGE REFILL
22476	05/20/16	2,210.48	PARSAC	WORKER'S COMP
22477	05/20/16	1,634.69	PEBBLY BEACH BUILDING SUPPLY	SUOOLIES - PW/HBR
22478	05/20/16	1,012.98	PORT SUPPLY	SUPPLIES - HARBOR
22479	05/20/16	1,497.08	PRAXAIR	SUPPLIES - GARAGE
22480	05/20/16	1,079.15	QUILL CORP	SUPPLIES- ALL DEPTS
22481	05/20/16	16,373.73	MICHAEL BAKER INTERNATIONAL	CONTRACT SVCS - PLANNING
22482	05/20/16	4,840.00	REGIONAL GOVERNMENT SVC	CONTRACT SERVICE- ADMIN
22483	05/20/16	1,352.50	RESENOW SPEVACEK GROUP	SERVICE - HA/SA
22484	05/20/16	1,285.37	SHERWIN WILLIAMS	SUPPLIES- GARAGE
22485	05/20/16	190.00	SHRM	MEMBERSHIP- FINANCE
22486	05/20/16	11,655.00	SIRIA'S CLEANING SERVICE	CONTRACT SVCS APRL/MAY 2016
22487	05/20/16	1,099.71	SOUTHERN COUNTIES LUBRICA	SUPPLIES- GARAGE
22488	05/20/16	4,580.00	STATE LANDS COMMISSION	ANNUAL MOORING LEASE
22489	05/20/16	599.00	THOMPSON, DAVE	SERVICE - RECREATION
22490	05/20/16	200.00	THORPE, ROBERT	SERVICE - HARBOR
22491	05/20/16	63.80	UNITED PARCEL SERVICE	FREIGHT- ADMIN
22492	05/20/16	9,525.00	VEGA, EDMUNDO	CONTRACT SVCS- 6/16
22493	05/20/16	870.32	VERIZON WIRELESS	COMMUNICATIONS- ALL DPTS
22494	05/20/16	500.00	CALIFORNIA TRANSIT INDEMN	APPLICATION FEE

\$582,272.07

FY16

AVALON CITY COUNCIL  
MEETING OF JUNE 21, 2016

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE
17668	5/13/2016	150.00	MICHAEL MCALEAVY
17681	5/13/2016	53.80	BRIAN BRAY
17725	5/13/2016	34.06	ALIANA GONZALES
17726	5/13/2016	3.75	STEPHANIE CAMPBELL
17730	5/13/2016	80.10	JORDAN MONROE
53673	5/13/2016	220.08	DEREK GEORGE
17753	5/27/2016	247.28	KEVIN SCHMIDT
17797	5/27/2016	86.58	MICHAEL KRUG
17810	5/27/2016	113.38	JORDAN MONROE
17811	5/27/2016	13.00	JENNIFER MONROE
17814	5/27/2016	1,946.62	OLEY OLESN
17815	5/27/2016	51.37	CINDE MAC GUGAN-CASSIDY
53701	5/27/2016	324.74	LOUIS RUBIO
17833	6/10/2016	253.28	KEVIN SCHMIDT
17842	6/10/2016	211.00	MICHAEL MCALEAVY
17849	6/10/2016	116.50	DAVID CHRISTENSEN
17857	6/10/2016	15.14	BRIAN BRAY
17860	6/10/2016	54.75	AUDRA MCDONALD
17886	6/10/2016	38.72	ROBERT MESCHER

\$ 4,014.15



CITY OF AVALON CITY COUNCIL

MEETING DATE: June 21, 2016  
ORIGINATING DEP: Harbor  
PREPARED BY: Harbor Master Brian Bray  
SUBJECT: Patrol Boat Maintenance

AGENDA ITEM: 3  
CITY MANAGER: BR

**RECOMMENDED ACTION(S):**

Authorize budgeted painting of Harbor Patrol Boat 1 and Patrol Boat 6 performed at Pebbly Beach Boat Yard in the amount of \$17,000.00.

**REPORT SUMMARY:**

The 2015-16 budget contained \$20,000 for painting patrol boats. Three boat yards were contacted, two of which were on the mainland to have two patrol boats painted. The two boat yards on the mainland could not meet the June 30<sup>th</sup> deadline but Pebbly Beach Boat Yard could.

Patrol Boat 1 and Patrol Boat 6 were hauled out and the hulls were painted with gel-coat at Pebbly Beach Boat Yard for a cost of \$8500 each. This is the first time gel-coat has been applied since we acquired the patrol boats in 2004 and expect this paint job to last another 10 years.

By using Pebbly Beach Boat Yard we were able to use our own labor force to remove and re-install the engine, outdrive and hardware at a substantial savings verse having the boat yard perform the preparation and reinstallation of equipment.

**GOAL ALIGNMENT:** Not aligned.

**FISCAL IMPACTS:** The funds to effect the repair will be charged to the vehicle/vessel maintenance account 138 25 5610. There are sufficient funds in the FY15-16 Budget for this expenditure.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The paint jobs have already been performed to the patrol boats and they are being put back together in order to be in service for the summer season.

**FOLLOW UP ACTION:** Authorize payment to Pebbly Beach Boat Yard.

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

**ATTACHMENTS:** None

CITY OF AVALON CITY COUNCIL

MEETING DATE: June 21, 2016  
ORIGINATING DEP: Harbor  
PREPARED BY: Harbor Master Brian Bray  
SUBJECT: Harbor Rescue Boat Repairs

AGENDA ITEM: 4

CITY MANAGER: BR

**RECOMMENDED ACTION(S):**

Authorize necessary repairs performed on Harbor Patrol boat Rescue 2 at Balboa Boat Yard in the amount of \$7,598.71.

**REPORT SUMMARY:**

Harbor Patrol Boat Rescue 2 was pulled out of the water for its annual inspection and repairs at Balboa Boat Yard on May 31, 2016. While it was out of the water, it was discovered it would be necessary to replace the dripless seals on the propeller shafts and replace the rudder bearings. Going ahead with these necessary repairs while Rescue 2 was in the shipyard increased the invoice over the amount the City Manager can authorize and now requires City Council approval.

**GOAL ALIGNMENT:** Not Aligned

**FISCAL IMPACTS:** The funds to effect the repair will be charged to the vehicle/vessel maintenance account 138-25-5610. There are sufficient funds in the FY15-16 Budget for this expenditure.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** Repairs have already been made to the vessel in the interest of public safety.

**FOLLOW UP ACTION:** Authorize payment to Balboa Boat Yard.

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

**ATTACHMENTS:**

Balboa Boat Yard Invoice

# Balboa Boat Yard

2414 Newport Blvd.  
Newport Beach, CA 92663

<b>Bill To</b>
Avalon Harbor Dept PO Box 1085 Avalon, CA 90704

## Invoice

Date	Invoice #	TERMS
6/6/2016	3780	

DESCRIPTION	QUANTITY	RATE	AMOUNT
RESCUE 2			
Haul and Launch, ft.	32	15.00	480.00
Hydrowash, prep and paint bottom with antifoulant. Apply two coats, three at waterline. Remove and replace sea screens and zincs as required.	32	15.00	480.00
Environmental Surcharge, ft.	32	1.00	32.00
Remove props and replace with customer supplied spares.	1	115.00	115.00
Replace dripless seal assemblies with new.	9.5	115.00	1,092.50
Remove, clean, inspect and repack rudders. Replace upper bearings with new.	6	115.00	690.00
Buff and wax topsides hull.	32	15.00	480.00
Remove and weld repair starboard exhaust mixer.	4	65.00	260.00
Bond transducers.	1	115.00	115.00
Touch up hull paint at four locations.	1	500.00	500.00
MATERIALS Bottom Materials: tape, brushes, etc.	1	40.00	40.00
<b>Subtotal</b>			
<b>Sales Tax (8.0%)</b>			
<b>Less Payments/Credits</b>			
<b>Total</b>			

# Balboa Boat Yard

2414 Newport Blvd.  
Newport Beach, CA 92663

<b>Bill To</b>
Avalon Harbor Dept PO Box 1085 Avalon, CA 90704

## Invoice

Date	Invoice #	TERMS
6/6/2016	3780	

DESCRIPTION	QUANTITY	RATE	AMOUNT
Interlux Ultra Red	2	309.99	619.98T
Divers Dream zinc plate 6 x 12	2	82.00	164.00T
RFF-2 zinc	1	31.99	31.99T
REF-3 zinc	1	34.99	34.99T
Profile 300 Compound gal.	0.25	99.85	24.96T
Profile UV Wax qt.	0.5	53.61	26.81T
Materials for paint touch up	1	200.00	200.00T
Flax packing 1/4" per foot	3	3.79	11.37T
PSS seal assembly 1.5 x 2.5	2	419.99	839.98T
Freight	1	95.00	95.00T
Tides LP rudder bearing	2	292.19	584.38T
Freight for bearings	1	115.00	115.00T
Turbo exhaust gasket	1	20.36	20.36T
Welding materials	1	65.00	65.00T
Rudder collar 1 1/2"	2	47.95	95.90T
Series 250 water/ exhaust hose w/ wire 1 1/2" per ft.	2	14.49	28.98T
Machine screw 5/16-18 x 2 1/2" SS	12	4.88	58.56T
Nut 5/16-18 SS	12	0.40	4.80T
Flat washer 5/16 SS	12	0.40	4.80T
Bonding wire 8 ga. per foot	6	3.29	19.74T
Ring terminal 8 x 1/4 (red)	1	1.95	1.95T
Hose clamp #16	3	3.22	9.66T
Hose Clamp #32	3	3.50	10.50T
<b>Subtotal</b>			\$7,353.21
<b>Sales Tax (8.0%)</b>			\$245.50
<b>Less Payments/Credits</b>			\$0.00
<b>Total</b>			\$7,598.71

CITY OF AVALON CITY COUNCIL

MEETING DATE: June 21, 2016

AGENDA ITEM: 5

ORIGINATING DEP: Harbor

CITY MANAGER: BR

PREPARED BY: Harbor Master Brian Bray

SUBJECT: Evinrude E-Tech 150HP Outboard Motor Replacement

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**RECOMMENDED ACTION(S):** Authorize the Harbor Master to purchase one Evinrude E-Tech 150hp outboard motor, one I-Command control box and ancillary installation equipment from Avalon Boat Stand in the amount of \$16,094.66 including tax.

**REPORT SUMMARY:** The Harbor Department is requesting the procurement of one E-Tech 150hp outboard motor with control box and 3-bladed propeller and coordination of the installation with the scheduled painting of the vessel to reduce costs.

This is a scheduled replacement for the outboard motor on Patrol Boat 5 with over 6,300 hours. It is the harbor department's goal to replace each outboard within the three year warranty time period.

**Received the following bids:**

Avalon Boat Stand	\$ 16,094.66
Cal Kona Marine	\$ 16,375.39
Sunset Marine	\$ 16,442.86

**GOAL ALIGNMENT:** Not aligned

**FISCAL IMPACTS:** The E-Tech outboard and control box will be purchased with funds in the Vehicle Replacement and Maintenance Fund 138 25 6689. There are sufficient funds in the FY15-16 Budget for this expenditure.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** Patrol Boats will not have necessary equipment to operate to collect revenue and to respond to emergencies.

**FOLLOW UP ACTION:** If approved, send purchase order to vendor.

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

**ATTACHMENTS:** Three quotes for Evinrude E-Tech 150hp motor

# Sales Quote

## Cal Kona Marine

1517 S Coast Hwy  
Oceanside Ca 92054  
Dunn's # 010751532  
Cage # 5ABV5  
Tax ID # 27-0465553

## Nick Pregler

Sales/Service Manager  
Tel-760-722-5817  
Fax-760-722-5881

<u>Qty.</u>	<u>Description</u>	<u>Price H.A.</u>	<u>Total</u>
1	DE150PX Evinrude Engine	\$12,995.00	\$12,995.00
1	763984 rebal s/s prop 15 3/4x15		\$670.40
1	767053 kit single bin control	\$1537.00	
<hr/>			
Sub Total:			\$15,162.40
Fuel Surcharge:			N/A
Fright Charge :			N/A
Tax:			\$1,212.99
EPA Haz & Waste Fee:			N/A
Grand Total:			\$16,375.39



Sunset Marine, Inc.

772 Broadway  
El Cajon, CA 92021  
619-593-4006 p.  
619-593-4009 f.

# Estimate

Date	Estimate #
6/10/2016	1879

Name / Address
City Of Avalon jjpoindexter@cityofavalon.com

Project

Description	Qty	Cost	Total
DE150PX EVINRUDE	1	12,955.00	12,955.00T
ICON GAUGES TACH AND SPEED 0766024	1	256.39	256.39T
PROPELLER 15X15 0756186	1	153.34	153.34T
KIT, SINGLE BINN CTL 0767053	1	1,636.99	1,636.99T
HARNES 20' 0176341	1	152.99	152.99T
Sales Tax		8.50%	1,288.15
<b>Total</b>			<b>\$16,442.86</b>

Customer Signature \_\_\_\_\_

CITY OF AVALON CITY COUNCIL

MEETING DATE: June 21, 2016

AGENDA ITEM: 6

ORIGINATING DEP: Planning

CITY MANAGER: WR

PREPARED BY: Al Warot, Planning Consultant

SUBJECT: Encroachment Permit for Construction of Off Street Parking at 340 Wrigley Terrace Road

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**RECOMMENDED ACTION(S):** Approve Encroachment Permit to allow construction of four off street parking spaces at 340 Wrigley Terrace Road.

**REPORT SUMMARY:** Jack and Nora Tucey have recently purchased the property at 340 Wrigley Terrace Road. They are proposing to create an off street parking area on the property frontage that could accommodate four vehicles and would be accessed from Wrigley Terrace Road. However, an Encroachment Permit is required in order for the applicants to construct the parking spaces.

The proposed garage would be constructed into the slope at grade with Wrigley Terrace Road. The public right of way at the location of the proposed garage extends from 2.39 feet to 3.38 feet beyond the retaining wall that follows the easterly edge of Wrigley Terrace Road. The proposed design of the structure would require a break in the wall and excavation into the adjoining slope to a depth of approximately 12 feet. The walls and roof of the structure, which would be open to Wrigley Terrace Road, would be engineered in accordance with the recommendations of a geotechnical investigation in order to ensure the stability of the excavated slope and the integrity of the remaining retaining wall and the proposed garage. When completed, the roof of the garage would be backfilled with soil in order to blend with the topography of the site. The placement of the garage is intended to minimize disturbance to the root system of a large oak tree that exists on the property. The proposed plans for the garage are attached.

The Avalon Municipal Code identifies two types of encroachments: minor encroachments, which may be approved by the City Manager; and major encroachments, which must be approved by the City Council. The encroachment associated with the construction of the proposed garage would be a major encroachment requiring City Council approval. The Municipal Code further states that a major encroachment upon the public right of way may be granted if the City Council determines that the encroachment is: 1) necessary or desirable; 2) does not create a substantial adverse impact on persons or property; and 3) does not adversely affect the public health, welfare or safety.

The proposed garage would eliminate the need for vehicles registered to this property to be parked on Wrigley Terrace Road, as already occurs. Given the configuration of the existing

retaining wall along Wrigley Terrace Road, the construction of the proposed garage could not occur without some encroachment into the public right of way. The garage is proposed along a segment of Wrigley Terrace Road with adequate sight distance to allow for vehicles to enter and exit the garage without posing a hazard to vehicular traffic on this roadway. The siting of the garage on the property would not adversely affect the uses or inhabitants on any adjacent properties and would afford protection for a mature oak tree that exists on the property. A geotechnical investigation would be required and the resulting recommendations would guide the design of the proposed structure. Therefore, Staff is recommending that the Encroachment Permit be approved with the understanding that the proposed project would subsequently require Planning Commission approval of a Variance and Site Plan, and that the Planning Commission could impose conditions to address any potential concerns in conjunction with the processing of those applications.

**GOAL ALIGNMENT:** Not Aligned

**FISCAL IMPACTS:** A \$217 fee for the Encroachment Permit Application has been paid by the applicant.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION(S):** Applicant would not be able to construct the proposed garage. On street parking would continue to occur on Wrigley Terrace Road.

**FOLLOW UP ACTION(S):** The proposed garage will require submittal of Site Plan and Variance Applications for consideration and action by the Planning Commission.

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

**ATTACHMENTS:**

1. Encroachment Permit Application
2. Preliminary Plans

**CITY OF AVALON**  
**APPLICATION FOR ENCROACHMENT PERMIT**

Applicant Name: JACK + NORA TUCEY Telephone No.: 310 9686322

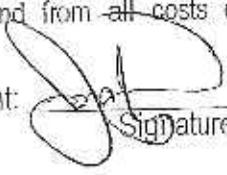
Mailing Address: P.O. Box 1494 Avalon CA 90704

Location of Encroachment: 340 WILGUY TOMACE ROAD

Nature of Encroachment: BUILD AN UNDERGROUND CARPORT  
(Attach copy of plans and specifications of proposed encroachment with this Application)

Proposed Permit Term: Effective Date: MAY 18<sup>th</sup> 2016 Expiration Date: MAY 18<sup>th</sup> 2017  
Permit term may not exceed five (5) years. (Avalon Municipal Code ("Code") Sec. 4-9.109) (Applicant may annually apply for subsequent one (1) year permit term extensions unless permit is terminated by City or applicant)  
One year extension requested: yes  no

Applicant agrees to indemnify, defend (with counsel acceptable to City) and hold harmless the City, its officers and its employees from all liability and damages and from all costs of suit, including attorneys' fees, arising from the encroachment or the permit.

Dated: MAY 19<sup>th</sup> 2016 Applicant:  Signature

**Terms and Conditions of Permit:**

This permit is revocable upon thirty (30) days written notice from the City to applicant at the above address.

Permit fee amount \$ 217<sup>00</sup>

This permit only entitles applicant to construct the encroachment structure described in this Application 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.

As a condition of issuance of this permit, applicant shall execute a recordable covenant running with the land, in a form approved by the City Attorney, which: (a) surrenders possession of the encroachment structure, releasing the City from all claims in the event that the City determines to widen or improve the street, alley, parkway, or other public place where the encroachment is located; and (b) indemnifies, defends and holds the City harmless from all liability and damages and from costs of suit, including attorney fees, arising from the encroachment or the permit. (Code Sec. 4-9.107).

Unless waived by the City Manager, applicant shall post and maintain for the term of the permit, a security bond in the amount of \$ \_\_\_\_\_ or cash equivalent.

Unless waived by the City Manager, applicant shall provide the City with a copy of liability insurance (combined single limit for bodily injury and/or property damage) in the amount of \$ \_\_\_\_\_ listing the City as additional insured, and shall maintain said insurance for the term of the permit.

Applicant shall construct and maintain all encroachment structures in accordance with the plans and specifications submitted to the City with this Application, and shall maintain and keep all encroachments in clean and safe condition for the term of the permit.

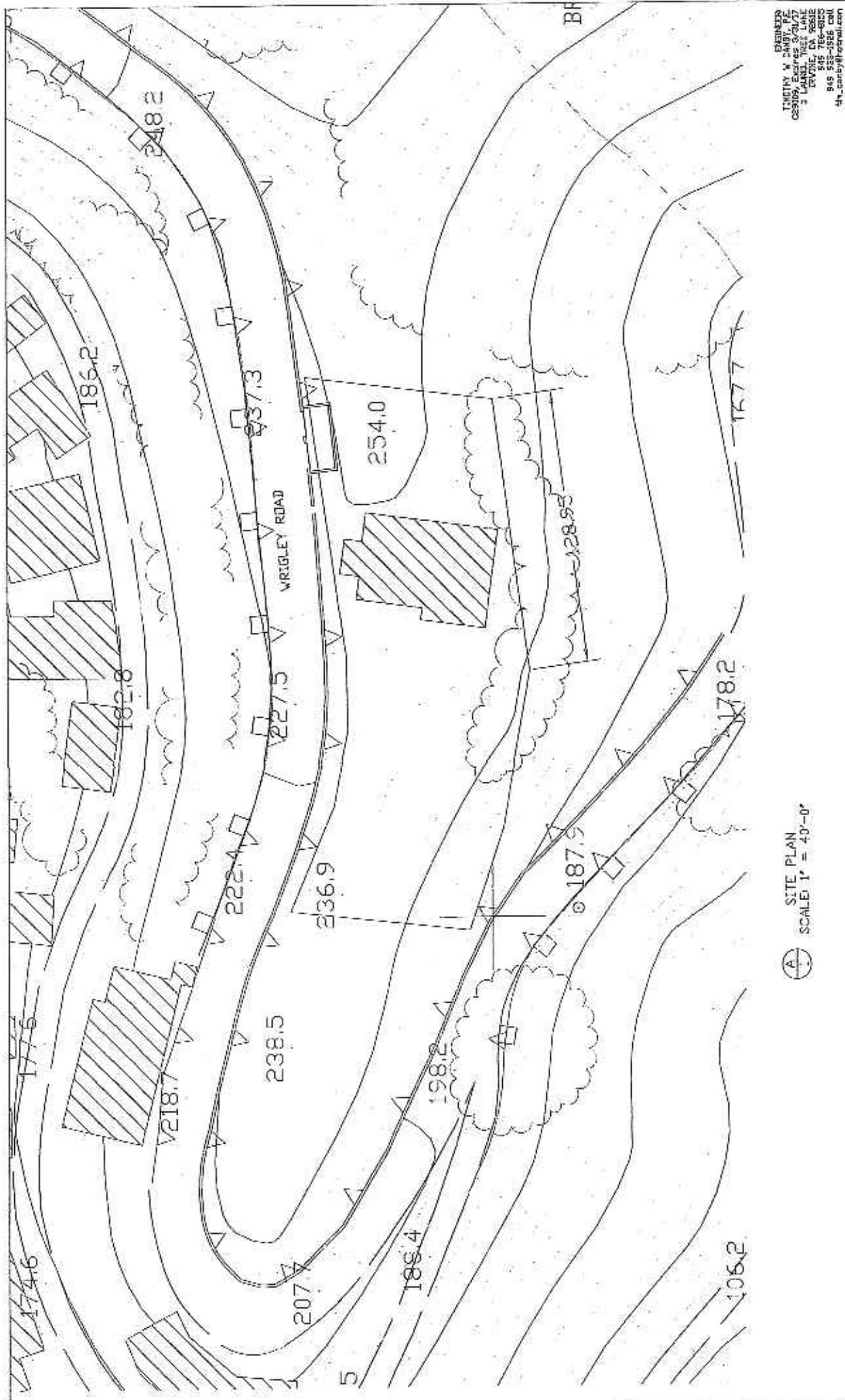
Encroachment structures shall be removed by the expiration of the permit term or within 30 days of written notice of revocation of the permit by the City to applicant. If applicant fails to timely remove the encroachment or fails to comply with the terms of the encroachment permit, the City may remove or cause the removal of the encroachment and applicant shall be liable for all costs incurred by the City for such action. (Code Sec. 4-9.110)

Additional Permit Conditions: \_\_\_\_\_

Date Permit Granted: \_\_\_\_\_ Permit Expiration Date: \_\_\_\_\_

By: \_\_\_\_\_ City Manager (Code Sec. 4-9.103 Minor Encroachments); \_\_\_\_\_ City Manager Signature

\_\_\_\_\_ City Council, Agenda Date: \_\_\_\_\_

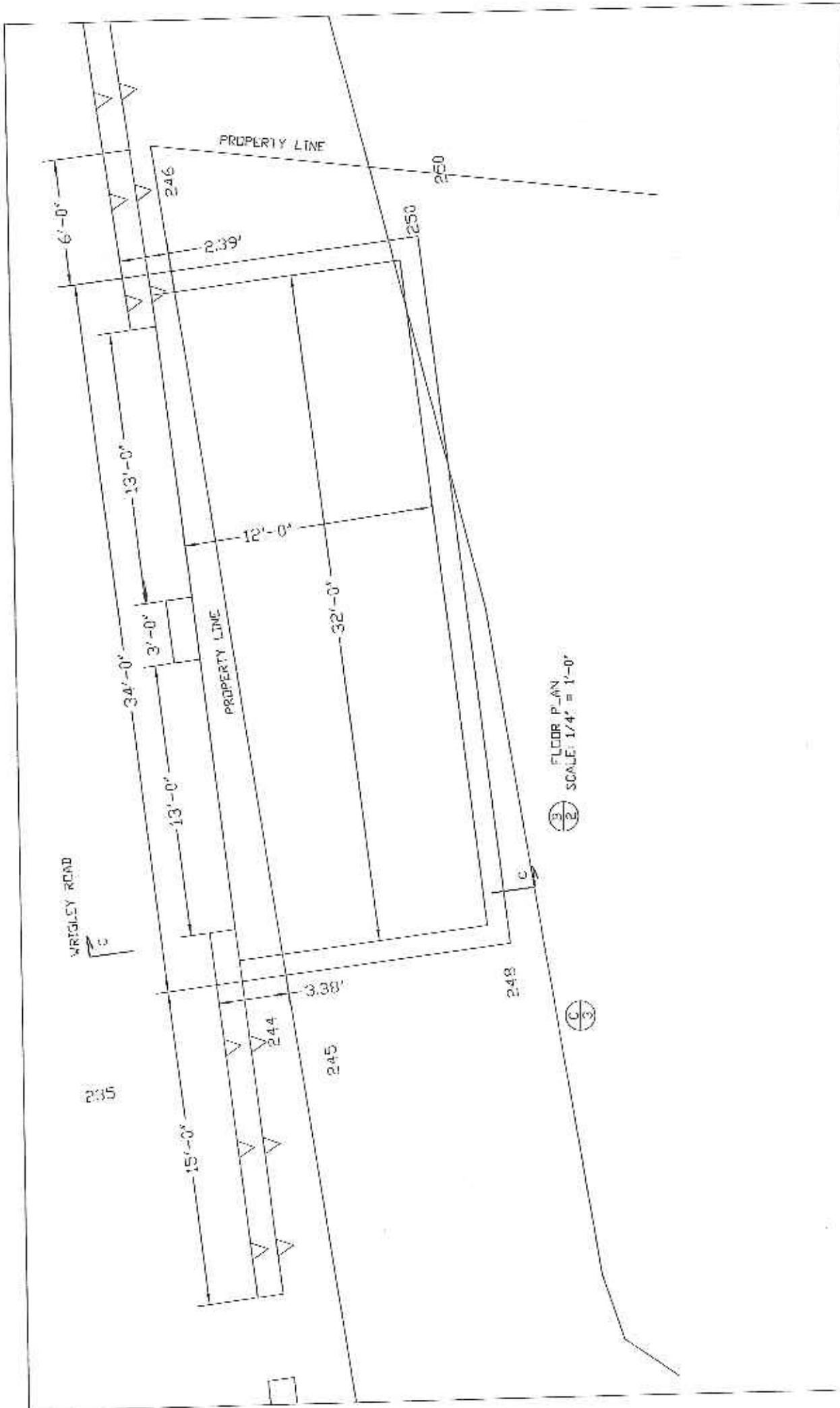


ENGINEER  
 TERRY H. ...  
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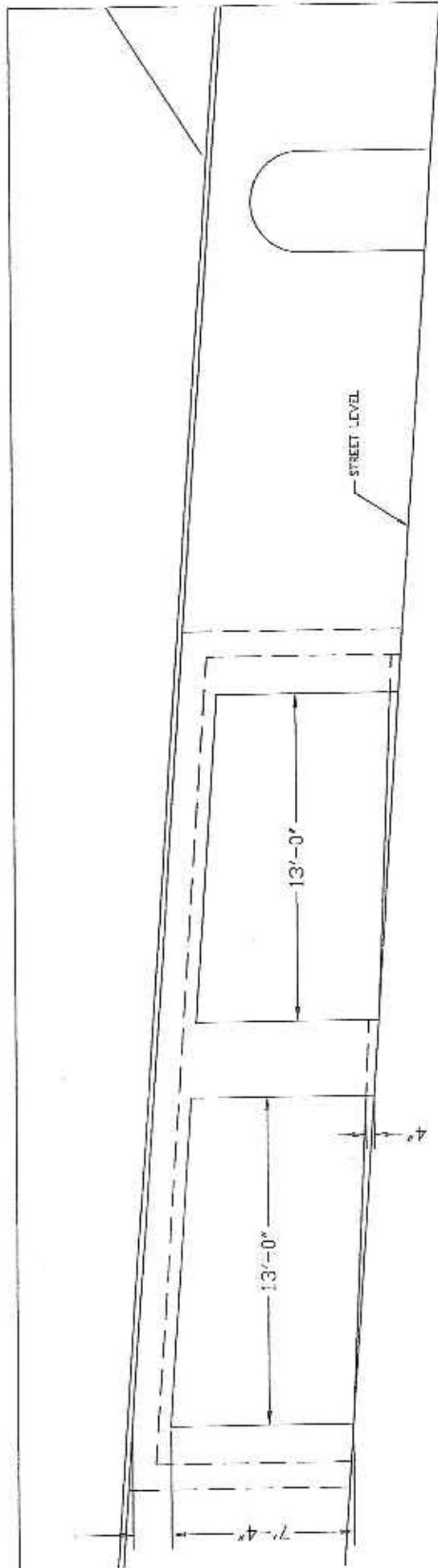
SITE PLAN  
 SCALE 1" = 40'-0"

DESIGN & ENGINEERING  
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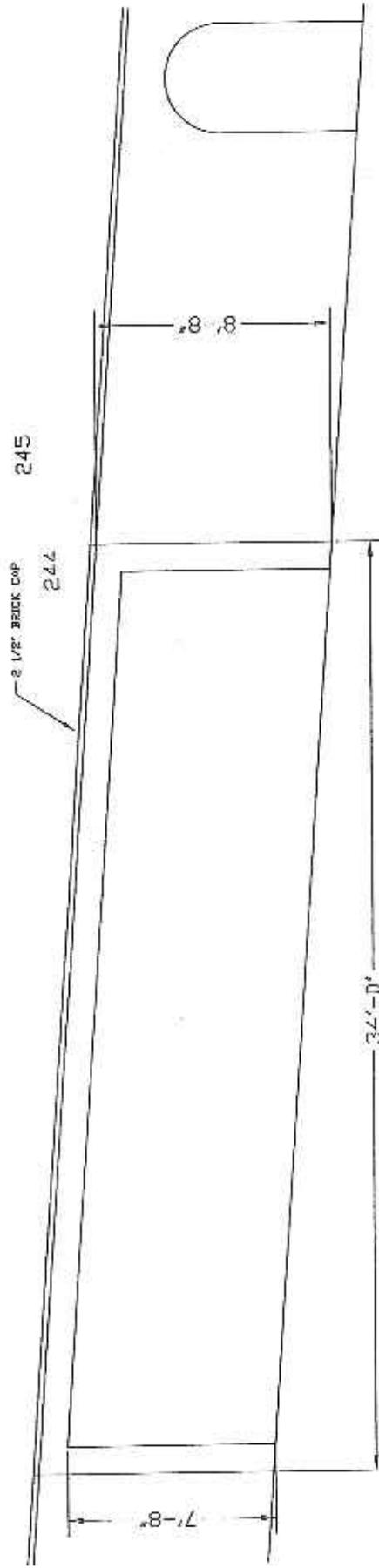
340 WRIGLEY TERRACE ROAD, AVALON, CA 90704  
 ONE TITLE GARAGE ADDITION  
 SHEET 1



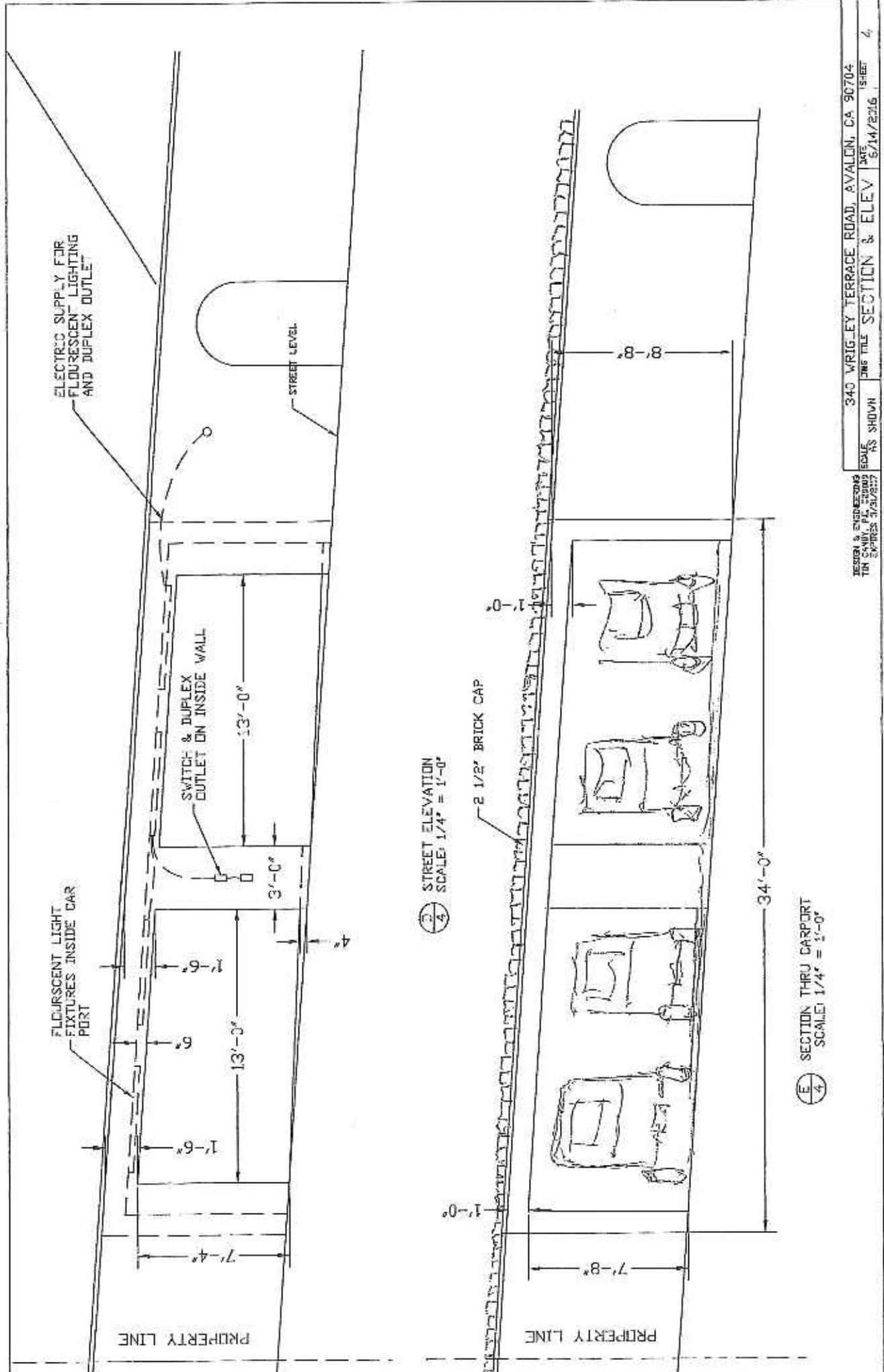
DESIGN & ENGINEERING TIMOTHY J. COOPER EXPIRES 3/31/2017	SCALE AS SHOWN	DWG TITLE SITE PLAN	DATE 5/6/2016	SHEET 2
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① STREET ELEVATION  
SCALE: 1/4" = 1'-0"



② SECTION  
SCALE: 1/4" = 1'-0"



ELECTRIC SUPPLY FOR  
FLUORESCENT LIGHTING  
AND DUPLEX OUTLET

STREET LEVEL

SWITCH & DUPLEX  
OUTLET ON INSIDE WALL

FLUORESCENT LIGHT  
FIXTURES INSIDE CAR  
PORT

2/4 STREET ELEVATION  
SCALE: 1/4" = 1'-0"

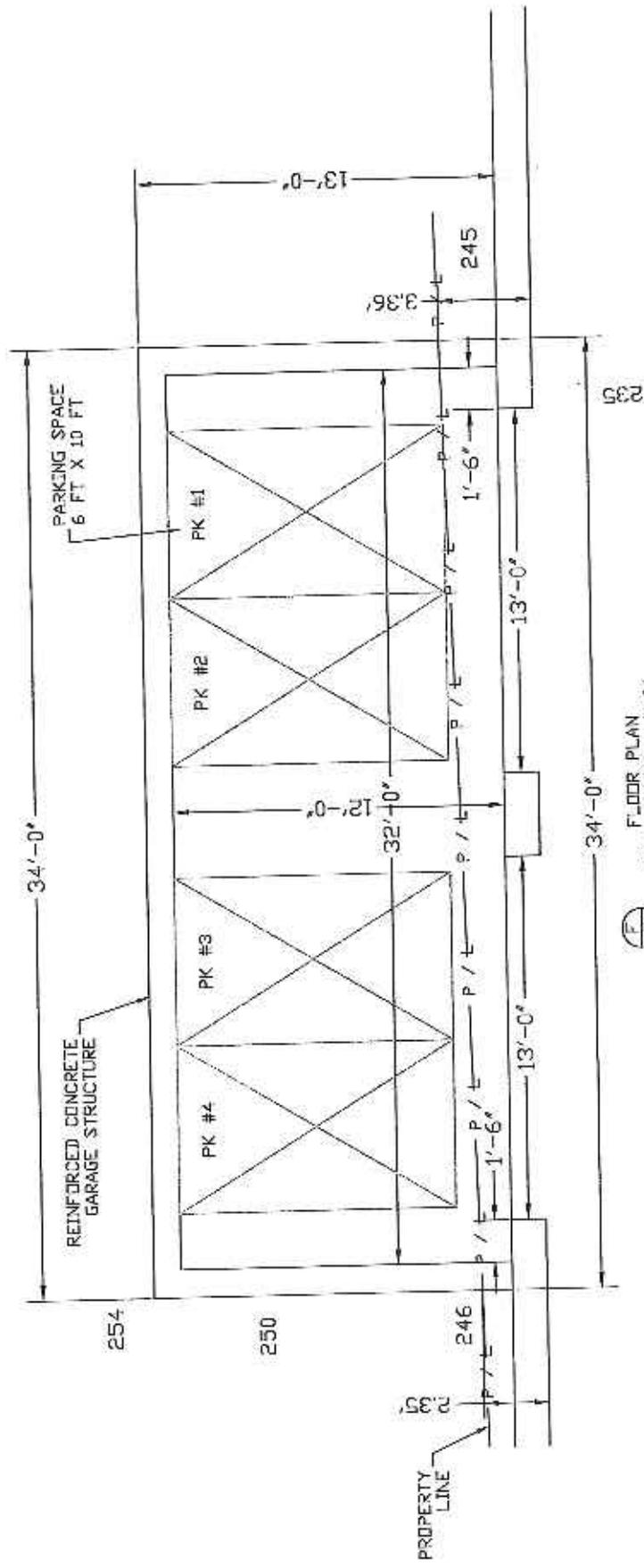
2 1/2' BRICK CAP

4 SECTION THRU CARPORT  
SCALE: 1/4" = 1'-0"

DESIGN & ENGINEERING  
TON SHAIN, P.E. 23000  
EXPRESS 370/2227

340 WRIGLEY TERRACE ROAD, AVALON, CA 90704

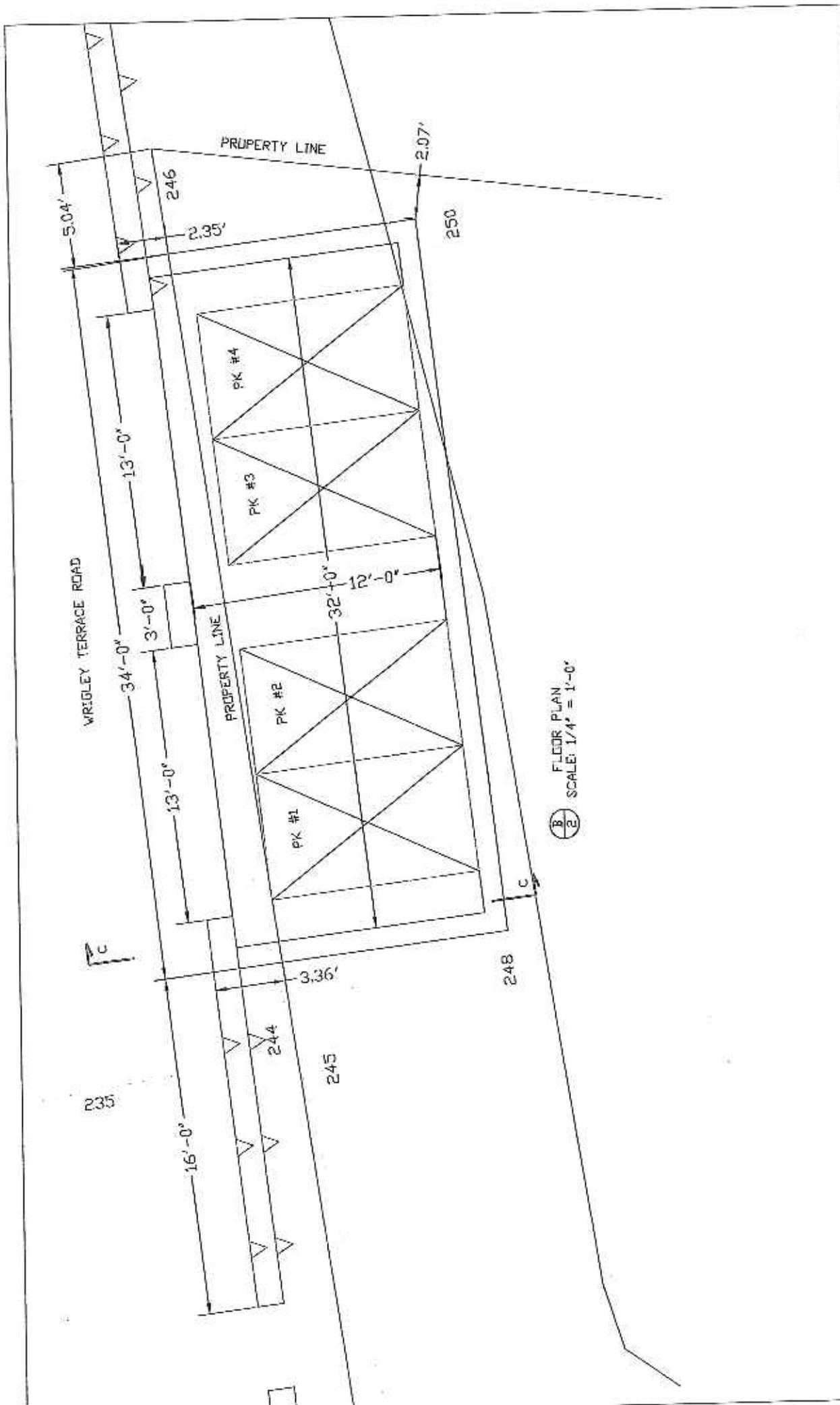
DATE: 8/14/2016 SHEET: 4



FLOOR PLAN  
SCALE: 1/4" = 1'-0"

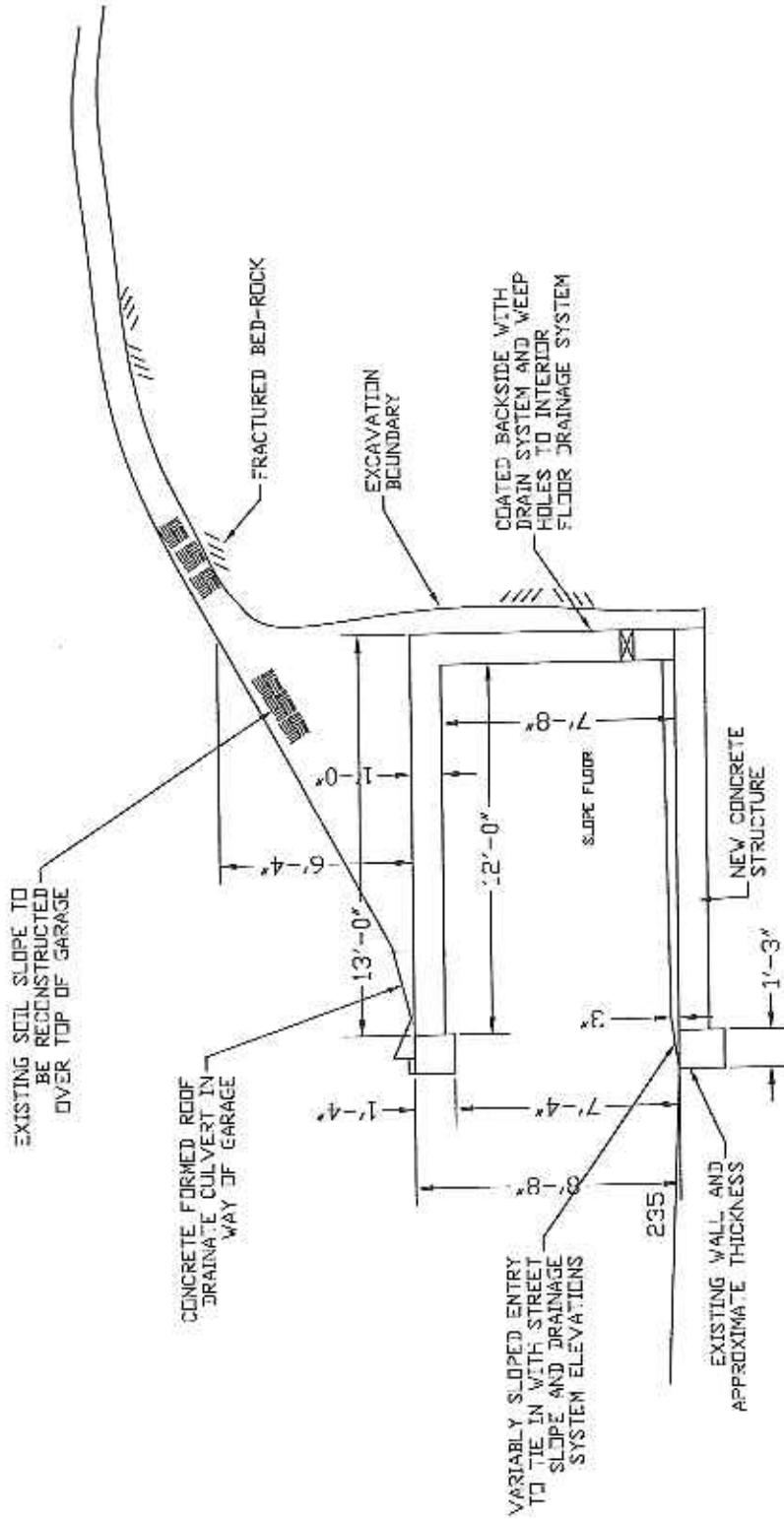
DESIGN & ENGINEERING 177 EXPIRES 3/31/2017	SCALE AS SHOWN	DRAWN TITLE GARAGE PLAN	DATE 8/14/2016	SHEET 5
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340 WRIGLEY TERRACE ROAD, AVALON, CA 90704



Ⓟ FLOOR PLAN  
SCALE: 1/4" = 1'-0"

DESIGN & ENGINEERING 340 W. WRIGHT ROAD EXPOISE 3/21/2017	340 WRIGLEY TERRACE ROAD, AVALON, CA 90704
DATE 6/14/2016	SHEET 2
DATE 6/14/2016	SHEET 2
DATE 6/14/2016	SHEET 2



SECTION C-C  
SCALE: 1/4" = 1'-0"

DESIGN & ENGINEERING T.M. CONNOR, P.E. LICENSE NO. 51000 EXPIRES 5/31/2017	DATE 5/14/2016	SECTION	SHEET 3
340 W/RIGLEY TERRACE ROAD, AVALON, CA 90704		DWG TITLE	
SCALE AS SHOWN			

CITY OF AVALON CITY COUNCIL

MEETING DATE: June 21, 2016  
ORIGINATING DEP: Planning  
PREPARED BY: Amanda Cook  
SUBJECT: Annual Report on the Development Agreement between City of Avalon and Hamilton Pacific LLC

AGENDA ITEM: 7  
CITY MANAGER: BR

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**RECOMMENDED ACTION(S):** Accept and file report.

**REPORT SUMMARY:** The Development Agreement ("Agreement") between the City of Avalon ("City") and Hamilton Pacific, LLC ("HP") requires the City Council to annually review HP's good faith compliance with the Agreement. The purpose of the annual review is to monitor HP's progress with respect to the requirements of the Agreement.

In preparation of this annual review, Staff has reviewed the Agreement, the amendments thereto, the CEQA documents prepared as a prerequisite for the approval of the Agreement, HP's inclusionary and mitigation housing plans, and various diagrams and plans prepared for the Hamilton Cove Project.

The Agreement, which was entered into on April 14, 2008, and amended a third time in May, 2014, provides that HP can build up to 88 residential units consisting of multi-family and single family homes at Hamilton Cove (the "Project".) The Agreement provides that the development of such units will occur in 8 to 10 phases with up to ten units per phase. In exchange for these entitlements, the Agreement requires HP to build a defined number of affordable housing units, construct certain public improvements, and pay for a fire truck to be retained on site.

This report summarizes the status of HP's compliance with the requirements of the Agreement. The developer is in compliance with all requirements.

The 18 Units of Affordable Housing.

The Agreement requires that HP construct 18 affordable housing units. Nine of the affordable housing units are "mitigation units" pursuant to the Environmental Impact Report ("EIR") for the Project, and nine are required by the City's inclusionary housing ordinance. The Agreement provides that four) of the 18 affordable housing units will be for moderate income residents and the remaining 14 will be for middle income residents. One of the nine "mitigation units" is required to be a middle income manager's unit at the Hamilton Cove site. The other 17 housing units are slated to be constructed at Bird Park Canyon (the Triana site) or other sites acceptable to the City, HP and the Santa Catalina Island Company (SCICo). There is no disagreement between the City and HP on the requirement to construct the eighteen (18) affordable housing units.

#### The Timing of the Construction of the Affordable Housing Units.

The Agreement requires HP to construct only two of the required units (a low/moderate income and a middle income unit) at the time of development of the first phase of development of the Project. Unless otherwise agreed to pursuant to Section 10, HP shall construct 16 units at Bird Park Canyon or elsewhere as a condition of development of the subsequent phases of the Project. At no time shall less than two required units be constructed per project phase. Project Phases is defined in the third amendment to the Development Agreement as: "Project Phases. The Project shall be constructed in nine phases with a maximum of 10 units per phase. Each phase may be comprised of either one or more multi-unit congregate structures, single family units or a combination of both to be developed and known as Hamilton Cove Phase II. Each phase shall not exceed 10 units for purposes of other requirements associated with particular phases. Phases are not intended to be based on a timeline but are intended to be based on a defined number of units and once 10 units are constructed, a new phase shall begin."

Three single family homes were completed in 2015. Foundations and retaining walls for four additional single family homes are in the retaining wall/foundation construction phase at the Hamilton Cove Project.

#### Current Status of Housing Production

According to HP and the City's Planning Department, 26 units (divided between five buildings) have been constructed at Triana. SCICo purchased 16 units/three buildings for their own housing needs. The remaining two buildings/10 units are categorized as follows: three units were purchased utilizing the City's Low/Moderate Down Payment Assistance, (funded with ACIA/Successor Agency Low/Mod Affordable Housing fund-Down Payment Assistance); two units were purchased utilizing the City's Middle Income Down Payment Assistance program (funded by the Housing Trust Fund which was funded with TOT); four units were sold to middle income purchasers without the use of City funds; and 1 unit was sold without income restriction to the Museum for Executive management housing. To date, no affordable housing units at the Hamilton Cove Project site have been constructed.

Four moderate units are required, three have been built and purchased by moderate income buyers in Triana. This leaves one remaining moderate income unit to be produced. Fourteen middle income units are required. Two units were purchased using middle income housing funds in Triana. This leaves twelve remaining middle income units to be produced.

#### Retaining Wall and Bioxide Injection System.

The Agreement provides that prior to the issuance of building permits for the second phase of the Project, HP shall construct retaining walls along Casino Way and create 35 additional parking spaces there. HP shall also restripe Metropole Avenue to create an additional 18 parking spaces prior to issuance of building permits for the second phase of the Project. Additionally, prior to the issuance of building permits for the second phase of the Project, HP must install a bioxide injector system at or near Casino Way to control odors from the waste water system. (Paragraph 4.10(a)(b).)

### Fire Truck

The third amendment to the Agreement provides for Purchase of Fire Engine Pump Truck. Prior to the issuance of a Certificate of Occupancy for each of the first 12 units constructed, HP shall pay to the City \$6,250 for each unit, which monies shall be used towards the cost of a fire engine pump truck to be placed at the substation at Hamilton Cove. Once a Certificate of Occupancy is issued for the twelfth unit, and notwithstanding delays in construction of subsequent phases of the Project or abandonment of the Project, HP shall make an annual payment of \$10,000 per year for the next ten years, due on or before June 15, for a total fixed cost of \$175,000 for such Fire Truck. Until such time that a homeowner's association agrees to reimburse City for the cost of maintaining the substation and associated emergency services equipment, HP shall reimburse City its reasonable costs therefor, as determined annually by the Fire Department. The four units currently under construction will be required to pay \$6,250 each towards the Fire Truck prior to receiving a Certificate of Occupancy

**GOAL ALIGNMENT:** Not Aligned

**FISCAL IMPACTS:** None

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION(S):** The requirement in the Development Agreement for an annual report will not be met.

**FOLLOW UP ACTION(S):** None

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

### **ATTACHMENT:**

1. Development Agreement between City of Avalon and Hamilton Pacific LLC is available upon request or can be viewed on the City website under Planning:  
[www.cityofavalon.com](http://www.cityofavalon.com)

CITY OF AVALON CITY COUNCIL

MEETING DATE: June 21, 2016

AGENDA ITEM: 8

ORIGINATING DEPT: Finance

CITY MANAGER: BR

PREPARED BY: Robert Mescher, Finance Director

SUBJECT: Consider Upgrades to the Accounting Software Applications

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**RECOMMENDED ACTION(S):** Authorize the procurement of the accounting software upgrades from SunGard's CommunityPlus 8.3 to version 9.1 and FinancePlus 4.3 to version 5.1, and authorize the Finance Director to execute all required documents for the upgrades.

**REPORT SUMMARY:** The City has used SunGard accounting software products for over 25 years. The existing products were last upgraded in 2010 and are hosted by SunGard, an Application Service Provider (ASP). The products utilizes a Windows 2003 Server platform, which is no longer supported by Microsoft. Additionally, they are not compatible with modern internet browsers and other applications. SunGard has available upgrades that will provide more efficient data entry, data extraction, and reporting, while utilizing a modern platform supported by Microsoft.

SunGard originally offered the upgrades for \$15,960 which was comprised of \$2,560 training, \$7,000 installation, and \$6,400 project management. The City's IT consultant and staff disputed the exorbitant fee and SunGard finally conceded to waive the \$7,000 installation fee.

There is a waiting list for the upgrades due to the number of agencies upgrading next year and SunGard's resources. If the upgrades are approved by City Council, they would begin in approximately six months, then be completed about one month later.

**GOAL ALIGNMENT:** Encourage and continue ongoing efforts to foster and nourish professionalism and effectiveness within the Finance Department with particular attention to:

- Streamlining Finance Department Process
- Developing financial support mechanisms for infrastructure

**FISCAL IMPACTS:** The estimated cost to upgrade the accounting software is \$8,960 and will be included in the FY16-17 Budget.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The Finance Department would continue to use inefficient and outdated software that is not supported by Microsoft and compatible with modern applications.

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

**ATTACHMENTS:**

1. Supplement to the SunGard ASP Agreement Schedule A - Order Form

# SUNGARD® PUBLIC SECTOR

## Supplement to the SunGard Public Sector LLC Application Service Provider Agreement Schedule A - Order Form

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard Public Sector LLC Application Service Provider Agreement dated June 25, 2010 (Agreement), between SunGard Public Sector LLC. (SunGard Public Sector) and City of Avalon (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

<b>Customer Name:</b>	City of Avalon, CA	<b>Yes</b>	<b>No</b>
<b>Agreement Number:</b>	1049-150536-2	Initial Order Form	X
		Replacement Order Form	X
		Replaces Order Dated	

- Term:** Begins, July 1, 2016 and expires commensurately with the expiration of Schedule A - Order Form, Contract No. 150536-1.
- Application Groups:** Professional Services

	Applications and/or Services	Professional Service Fees
<b>Professional Services - Upgrade Community PLUS 9.1 and FinancePLUS 5.1</b>	Training \$2,560 Project Management \$6,400	\$8,960.00
	<b>Total Proposed System:</b>	<b>\$8,960.00</b>

**3. Payment Terms:**

**Professional Services:** Training fees are due as incurred monthly.  
Project Management fees are due upon execution of this Order Form.

**Travel and Living Expenses:** Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Travel and Expense Reimbursement Policy.

The terms and conditions contained in this Schedule A - Order Form, including the prices, will be honored as set forth herein, provided this Schedule A - Order Form is executed by June 30, 2016. Please sign below and email to [chris.mcatee@sungardps.com](mailto:chris.mcatee@sungardps.com).

City of Avalon  
209 Metropole Ave.  
Avalon, CA 90704

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

CITY OF AVALON CITY COUNCIL

MEETING DATE: June 21, 2016 AGENDA ITEM: 9  
ORIGINATING DEP: Finance CITY MANAGER: RR  
PREPARED BY: Robert Mescher, Finance Director  
SUBJECT: Consider CalTIP Membership and Fixed-Route Transit Insurance

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**RECOMMENDED ACTION(S):** Adopt the Resolution Approving the Joint Powers Agreement of the California Transit Systems Joint Powers Authority and authorize the annual premium contribution estimated to be \$13,672 for FY16-17.

**REPORT SUMMARY:** At the April 5, 2016 City Council Meeting, the City Council approved the contract for Transportation Concepts to operate the electric bus fixed-route and dial-a-ride van programs. As part of the approved contract, the City is responsible for maintenance of the vehicles and the bus stops.

In March 2016, staff was advised by PARSAC, the City's current Joint Powers Authority (JPA) for insurance, that the City should obtain fixed-route transit liability insurance. Transit insurance specifically covers liability claims regarding the maintenance of the vehicles and the bus stops. Since fixed-route transit insurance is not offered by PARSAC or any of its third party carriers, PARSAC recommended that the City apply for membership with California Transit Systems Joint Powers Authority to participate in their California Transit Indemnity Pool (CalTIP) program. Membership requirements are similar to PARSAC requirements. CalTIP includes 33 transit agencies throughout California and Avalon would be one of its smallest members.

The City has applied in April 2016 and the CalTIP board approved the City's membership on June 16, 2016.

The annual premium is estimated to be \$13,672 for \$25 million coverage with a self-insured retention (SIR) of \$25,000. Coverage would begin the day following the adoption of the Resolution Approving the Joint Powers Agreement of the California Transit Systems Joint Powers Authority.

CalTIP Board of Directors consists of one Director and one Alternate Director from each member agency. The proposed resolution provides for the appointment of the Finance Director as Director and the City Manager as the Alternate Director of the CalTIP Board for Avalon.

**GOAL ALIGNMENT:** None.

**FISCAL IMPACTS:** The estimated annual premium of \$13,672 was included in the projected operating costs of the new transportation operation and will be included in the FY16-17 Budget.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The City would not have insurance coverage to protect it from the exposure of liability claims related to the fixed-route vehicle maintenance and bus stop maintenance.

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

**ATTACHMENTS:**

1. CalTIP Joint Powers Authority Agreement
2. Resolution Approving the Joint Powers Agreement of the California Transit Systems Joint Powers Authority

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

RESOLUTION OF THE CITY COUNCIL OF CITY OF AVALON APPROVING  
THE JOINT POWERS AGREEMENT OF THE  
CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

WHEREAS, the California Transit Systems Joint Powers Authority (hereinafter CalTIP) was formed in 1987 for the purpose of jointly funding tort liabilities and other losses and providing risk management services to reduce such losses;

WHEREAS, CalTIP provides coverage for such liabilities incurred to public entities at stable and overall cost-effective pricing; and

WHEREAS, CalTIP Board of Directors consists of one Director and one Alternate Director from each member agency;

WHEREAS, the City Council of Avalon finds it in the best interest of the City of Avalon to participate in CalTIP and obtain liability coverage and risk management services from CalTIP.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Avalon accepts the joint powers agreement as presented; and

BE IT FURTHER RESOLVED that the City Council authorizes the Interim City Manager to sign the joint powers agreement that shall enable the City of Avalon to participate in the joint self-insurance and risk management programs provided by CalTIP; and

BE IT FURTHER RESOLVED that the Finance Director be appointed as Director and the City Manager be appointed as the Alternate Director of the CalTIP Board.

THIS RESOLUTION DULY PASSED this 21st day of June, 2016.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

ATTEST:

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

**CALIFORNIA TRANSIT SYSTEMS**

**JOINT POWERS AUTHORITY**

**JOINT POWERS AUTHORITY AGREEMENT**

May 2011

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JOINT POWERS AUTHORITY AGREEMENT

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This Agreement is executed in the State of California by and among those public entities which are parties signatory to this Agreement. All parties signatory to this Agreement shall hereinafter be called "Party" [collectively "Parties"].

#### RECITALS

**Whereas**, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public entities, by agreement, to exercise jointly powers common to the contracting parties; and

**Whereas**, it is the mutual benefit of the Parties and in the public interest that the Parties join together to provide:

- Pooling of their self-insured losses caused by injury to, or disease of, a person or damage to property;
- Sharing the cost of excess insurance or reinsurance, if any, or pooling with other joint powers authorities or public entity pooling arrangement; and
- Sharing the administration of the Authority created by this document.

**Whereas**, each Party desires to enter into this Agreement with each of the other Parties for the purpose of joint risk sharing and/or insuring against various risk of loss jointly, rather than individually;

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

#### AGREEMENT

This amended Agreement replaces the original Agreement and any prior amendments that may exist.

This Agreement is made under the authority of Government Code Section 6500 et seq. between the undersigned public entities, after the governing boards of the entities determine that it is in their best interest to execute this Agreement.

#### ARTICLE I - PURPOSE

The purpose of this Agreement is to exercise jointly powers common to each Party by:

- Creating an authority under Government Code Section 6500 et seq., a public entity that is separate and apart from the Parties, to be known as the California Transit System Joint Powers Authority, to administer a self-insurance pool,
- Sharing losses and purchase as a group, insurance or reinsurance and participate in other joint powers authorities or other public entity pooling arrangements,
- Maintaining funds sufficient to pay the losses to which the Parties agree to share through a Coverage Program, and
- Purchasing jointly administrative and other services, including risk management, loss prevention, and legal defense in connection with the Coverage Programs.

## **ARTICLE II - CREATION OF THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY**

Pursuant to Government Code Section 6500 et seq., the Parties to this Agreement hereby create a public entity separate and apart from the Parties. This public entity created by this Agreement shall be known as the California Transit Systems Joint Powers Authority.

## **ARTICLE III - DEFINITIONS**

1. "Authority" shall mean the California Transit Systems Joint Powers Authority.
2. "Board" or "Board of Directors" shall mean the governing board of the Authority.
3. "Coverage Programs" shall mean programs as defined and adopted by the Board which may, but need not be limited to pooled risk programs, group purchase of insurance or reinsurance, or participation in other public entity pooling programs.
4. "Coverage Program Documents" shall mean the Master Program Document defining the policies and procedures of the program and the Memorandum of Coverage defining the coverage provided by the program.
5. "Contributions" shall mean payments by Members to the Authority, for other than interest, penalties paid, or reimbursements for payments made on behalf of the Member, for which the Authority is not liable.
6. "Governing Documents" shall be those documents described in Article VII, Governing Documents.
7. "Member" or collectively "Members" shall mean a Party who is participating in a particular Coverage Program.
8. "Party" shall mean a signatory to this Agreement.
9. "Officer" shall mean an officer of the Authority as defined in Article XIII.

## **ARTICLE IV - PARTIES TO THIS AGREEMENT**

Each Party to this Agreement certifies that it intends to, and does, contract with all other Parties who are signatories to this Agreement, and any signatories that may sign this Agreement in the future, pursuant to Article XVI. The withdrawal of any Party to this Agreement shall not affect this Agreement as respects the remaining Parties and those remaining Parties' intent to be bound by this Agreement.

## **ARTICLE V - TERM OF AGREEMENT**

As authorized by Government Code Section 6510, this Agreement was effective from May 1, 1987 and shall stay in full force, as is, as amended on May 1, 2012 or any other subsequent amendments, until terminated in accordance with Article XX.

## **ARTICLE VI - POWERS OF THE AUTHORITY**

The powers of the Authority shall be the powers enjoyed by the County of Nevada or, if the County of Nevada is no longer a Party to this Agreement then, the County of Siskiyou, and is authorized to do all acts necessary to fulfill the purposes of this Agreement including, but not limited to, the following:

1. Make and enter into contracts;
2. Incur debts, liabilities and obligations, but no debt, liability or obligation of the Authority is the debt, liability or obligation of any Party except as otherwise provided;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services and other forms of assistance from any source;
5. Assess Parties as deemed appropriate by the Board;
6. Sue and be sued in its own name;
7. Acquire, construct, manage and maintain buildings; and
8. Lease real or personal property including property of a Party, and receive, collect, invest and disburse monies.

These powers shall be executed in a manner provided by appropriate law and as set forth in this Agreement.

## **ARTICLE VII - GOVERNING DOCUMENTS**

The Board of Directors shall adopt Bylaws consistent with this Agreement and applicable law to govern the operations of the Authority. The Board of Directors may adopt Coverage Program Documents, consistent with this Agreement and the Bylaws. These Coverage Program Documents define the Coverage Programs, the Members rights and duties, the Authority's rights and duties, and the operations of the programs. The Board may also adopt policies and procedures, consistent with this Agreement, the Bylaws, or Coverage Program Documents, to assist in the governance of the Authority's operations and activities. The Agreement, the Bylaws, Coverage Program Documents and policies and procedures adopted by the Board shall constitute the Governing Documents of the Authority.

Unless otherwise stated, a Governing Document may be amended by a majority of the Board of Directors at a duly noticed regular or special Board meeting.

## **ARTICLE VIII - RESPONSIBILITIES OF THE PARTIES**

The Parties to this Agreement shall have the following responsibilities:

1. To abide by the terms of this Agreement and other Governing Documents;
2. To cooperate fully with the Authority in the settlement of claims;
3. To pay Contributions, assessments, or other charges promptly to the Authority when due; and
4. To appoint a Director and an Alternate to the Board of Directors and to reappoint those positions upon the departure of anyone from those positions.

## **ARTICLE IX - POWERS RESERVED UNTO THE PARTIES**

The Parties reserve unto themselves the following powers:

1. To amend this Agreement;
2. Appoint the Representatives and Alternates to the Board of Directors; and
3. To terminate the Authority in accordance with Article XX.

## **ARTICLE X - BOARD OF DIRECTORS**

There shall be a Board of Directors to govern the affairs of the Authority. The Board of Directors shall have all the powers of the Authority except those specifically reserved to the Parties. The Board of Directors shall have the authority to create committees as deemed necessary for the operations of the Authority. The Board has the power to delegate any and all of its powers, not specifically reserved exclusively to the Board, to a committee or an Officer of the Authority.

The Board of Directors shall consist of one Director and one Alternate from each Party to this Agreement. The Party shall appoint by official action an officer or employee of the Party to be the Director and such appointment shall remain in effect until such time as the Party appoints another to be the Director. The Party shall appoint by official action an officer or employee of the Party to be the Alternate and such appointment shall remain in effect until such time as the Party appoints another to be the Alternate. Each Director shall have one vote, and each Alternate shall have one vote only if the Director for which he/she is an Alternate is absent from the meeting.

## **ARTICLE XI - DUTIES OF THE BOARD NOT DELEGABLE**

The Board may not delegate to any committee, office or person the authority to:

1. Adopt, amend or alter the Bylaws;
2. Adopt the Authority's Annual Budget;
3. Create a Coverage Program;
4. Accept a Party to this Agreement; or
5. Expel a Party to this Agreement.

## **ARTICLE XII - BOARD MEETINGS AND RECORDS**

The Board of Directors shall hold at least one meeting each fiscal year. Regular and special meetings may be called in accordance with the Bylaws of this Authority and applicable laws. All meetings shall be open to the public except as permitted by Government Code Section 54950 et seq. The Secretary shall keep full and complete minutes of all Board meetings.

### **ARTICLE XIII - OFFICERS OF THE AUTHORITY**

The Board shall elect one of its members as Chairperson and one as Vice Chairperson. The Board shall appoint a Secretary. The duties of the Chairperson, Vice Chairperson and Secretary shall be defined in the Bylaws.

In lieu of the designation of a treasurer and auditor as per Government Code Section 6505.6, the Board shall elect a Treasurer, who shall have, among other duties defined in the Bylaws, the duties of the treasurer and auditor as described in Government Code Section 6505.5.

The Board may appoint other officers of the Authority as described in the Bylaws.

### **ARTICLE XIV - ANNUAL BUDGET**

Pursuant to Government Code Section 6508, the Board shall approve a budget for any given fiscal year prior to the inception of that year.

### **ARTICLE XV - ADMINISTRATION OF FUNDS**

The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and disbursements in conformity with Government Code Section 6505. All funds of the Authority may be held in common although there shall be a separate accounting for funds of each Coverage Program.

### **ARTICLE XVI - NEW PARTIES**

Prospective Parties may apply to the Board of Directors at any time. The Board shall have the power to accept a prospective Party, after reviewing their application, with at least two-thirds affirmative vote of the entire Board. The membership shall become effective upon the Board's approval and the signing of this Agreement, participation in all mandatory Coverage Programs, and compliance with any and all other requirements imposed upon membership by the Bylaws or other Governing Documents.

### **ARTICLE XVII - WITHDRAWAL**

A Party to this Agreement may not withdraw as a party to this Agreement prior to being a Party for at least three full fiscal years. A Party, who has been a Party for at least three full fiscal years, may withdraw from this Agreement only on the completion of a fiscal year. The Party must provide the Chairperson written notice of intent to withdraw at least six-months prior to withdrawal. The Party may rescind its notice of intent to withdraw at any time prior to ninety days prior to the commencement of the next fiscal year. The Board may authorize rescission of the intent to withdraw upon a Party's request pursuant to the Bylaws at any time.

#### **ARTICLE XVIII - EXPULSION**

The Authority may expel a Party to this Agreement as a Party by a three-fourth vote of the entire Board. The Party shall be given written notice of such action of the Board at least ninety-days prior to the expulsion.

#### **ARTICLE XIX - EFFECT OF EXPULSION OR WITHDRAWAL**

Pursuant to Government Code Section 6512.2, termination of any Party to this Agreement as a Party shall not be construed to be completion of the purpose of the Agreement and shall not require the return of any Contributions, payments or advances made by the Party until the Agreement is rescinded or terminated by all Parties in accordance with Article XX.

Termination of a Party to this Agreement as a Party shall not terminate its continuing responsibilities defined in any Governing Document or Coverage Program Document for the period of time in which the Party participated, including, but not limited to:

1. Cooperate fully with the Authority in the investigation and settlement of a claim;
2. Pay any Contributions, retentions or deductibles, assessments or other charges which are due and payable; and
3. Provide any statistical or loss experience data and other information as may be necessary for the Authority to carry out the purpose of this Agreement.

#### **ARTICLE XX - TERMINATION AND DISTRIBUTION**

This Agreement may be terminated at any time with written consent of three-fourths of the Parties; provided, however, that this Agreement and the Authority shall exist for the purpose of disposing of all claims, distribution of assets and any other functions necessary to wind up the affairs of the Authority. The Board shall be vested with all the powers of the Authority for the purposes of winding down and dissolving the business affairs of the Authority, including the power to assess past and present Parties in accordance with Coverage Program Documents.

In accordance with Government Code Section 6512, all assets of the Authority shall be distributed among those who were Parties within ten years of termination, in proportion to the Parties' Contributions. The Board shall determine when claims and liabilities are sufficiently realized as to not jeopardize the payment of any claim or liability that may arise in the future.

#### **ARTICLE XXI - LIABILITY AND INDEMNIFICATION**

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any Party, except to the extent and in the proportions, imposed by the Bylaws or other Governing Documents. Each Party is independent of every other Party and of the Authority and not the agent of any Party or of the Authority. In contemplation of the provisions of Section 895.2 of the California Government Code, imposing certain tort liability jointly

upon public entities, solely by reason of a joint powers agreement as defined in Section 895 of that code, each Party, as between each other, pursuant to the authorization contained in Section 895.4 and 895.6 of that code, does hereby assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of the California Government Code. To achieve the above-stated purpose, each Party shall indemnify and hold harmless each other Party for any loss, costs, or expense that may be imposed upon such other Party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part of this Agreement as if set forth fully in this Agreement.

The members of the Board of Directors and the Officers and employees of the Authority shall act in good faith and in the best interests of the Authority in the performance of their duties. The members of the Board of Directors and Officers and employees shall be liable for an act or omission within the scope of their employment with the Authority as a public entity only in the event that they act or fail to act because of actual fraud, corruption, or malice. No member shall be liable for any actions taken or omissions by another member of the Board. Funds of the Authority shall be used to defend and indemnify members of the Board, Officers, and employees for any act or omission pursuant to the provisions of the Government Code Section 910 to 996.6, inclusive. The Authority may purchase insurance covering acts or omissions of the Board of Directors, Officers, and employees.

#### **ARTICLE XXII - NOTICES**

Notices to any or all Parties shall be sufficient if mailed to their respective addresses on file with the Authority. Notice to the Authority shall be sufficient if mailed to the official address of the Authority as established by Resolution.

#### **ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT**

No Party may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of the Party shall have any right, claim or title to any part, share, interest, fund, premium, or asset of the Authority.

#### **ARTICLE XXIV - ARBITRATION**

Any controversy between the Parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

#### **ARTICLE XXV - AMENDMENTS**

This Agreement may be amended at any time by approval of three-fourths of the Parties.

**ARTICLE XXVI - AGREEMENT COMPLETE**

The foregoing constitutes the full and complete agreement of the Parties. There are no oral understandings or agreements not set forth in writing herein.

In Witness Whereof, the undersigned Party hereto has executed this Agreement on the date indicated below:

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

By: \_\_\_\_\_  
Printed Name of Authorized Signor

\_\_\_\_\_  
Signature of Authorized Signor

\_\_\_\_\_  
Title of Authorized Signor

\_\_\_\_\_  
Name of Agency

CITY COUNCIL

MEETING DATE: June 21, 2016

AGENDA ITEM: 10

ORIGINATING DEP: Public Works

CITY MANAGER: \_\_\_\_\_

PREPARED BY: Dennis Jaich, Interim Public Works Director

SUBJECT: Authorize the Purchase of F-150 Work Truck

**RECOMMENDED ACTION(S):** Authorize the purchase of one new Ford 150 truck for Public Works and amend the budget appropriating funds from the Vehicle Replacement Fund.

**REPORT SUMMARY:** At the March 15, 2016 City Council Meeting one 1991 Ford Ranger Truck was declared surplus due to the fact that it was at the end of its lifespan. Currently there is no replacement for this vehicle, leaving the Public Works fleet short. The procurement of the one additional F150 proposed will fill this deficiency in the department's vehicle fleet.

Funding for this vehicle was omitted from this fiscal year's budget. Therefore, a budget amendment is required to reallocate the funds for this specific purchase. Currently there are sufficient funds in the Vehicle Replacement Fund to cover this purchase.

Two quotes were received for the purchase at the time of authoring, with an additional quote forthcoming:

Dealership	Cost	Includes
Caruso Ford	\$22,518.36	Includes tax and licenses. Does not include shipping.
Carmenita Truck Center	\$30,673.80	Includes tax and licenses. Does not include shipping.
XXXX	\$XX,XXX	

**GOAL ALIGNMENT:** Not aligned.

**FISCAL IMPACTS:** Staff requests a not-to exceed amount of \$24,000 for this unbudgeted purchase to be paid from the Vehicle Fund 138 cash reserve balance of \$340,000.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The City Public Works Department will continue to operate without the needed vehicle.

**FOLLOW UP ACTION:** Complete the purchase.

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

**ATTACHMENTS:** Vehicle Quotes.



**CARMENITA TRUCK CENTER**  
13443 E. Freeway Drive - PHONE (562) 921-1411  
Santa Fe Springs, CA 90670  
ALL MAIL TO P O BOX 89 SANTA ANA CA 92702-0088  
**MOTOR VEHICLE BUYER'S ORDER**



Date: April 25, 2016 Contact: 0 Salesperson: EDGAR  
Purchaser: CITY OF AVALON City, State: AVALON, CA Zip: 90704  
Address: 410 AVALON CNY ROAD Fax Number: \_\_\_\_\_ Res. Phone: \_\_\_\_\_  
Bus. Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

I hereby agree to purchase from you under the terms and conditions specified, the following: Delivery is to be made \_\_\_\_\_ or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for failure to effect delivery.

VEHICLE	Quantity:	Year:	Make:	Series Name:	Body Style:	Engine:	Transmission:
	1	2016	FORD	F150	PICKUP	GASOLINE	AUTOMATIC
Suggested Price - Incentives	GVWR:	Color:	Stock #:	Wheelbase:	Cab to Axle:	VIN:	
	6,750	WHITE	FD78418	141"	-	1FTMF1CF9GKD78418	
Warranty: MANUFACTURER'S WARRANTY APPLIES							
<b>SUGGESTED PRICE</b>							
<b>VEHICLE DESCRIPTION:</b>							
NEW 2016 FORD F150 4x2 REGULAR CAB PICKUP							
ENGINE: 5.0L V8 FFV ENGINE							
TRANSMISSION: 6 SPEED AUTO WITH TOW MODE							
BLACK PLATFORM RUNNING BOARD, CALIFORNIA EMISSIONS SYSTEM, 23 GALLON FUEL TANK,							
<b>SELLING PRICE</b>							
<b>\$30,085.00</b>							
ALL CURRENT FORD REBATES REFLECTED. SOME REBATES ARE NOT APPLICABLE WITH SPECIAL FORD FINANCING OR CASH PURCHASES.							
<b>EXTENDED SERVICE POLICY</b>							
<b>\$ -</b>							

DESCRIPTION OF TRADE-IN	CREDITS	Cash Price of Vehicle & Accessories	
Year: _____ Make: _____	Payoff to: _____	Documentary Preparation Charge	80.00
Model: _____		Fire Ext., Flares & First Aid Kit	225.00
VIN: _____		Sales Tax - 9.50%	2,887.05
Extra Equipment / Body Style	Used Trade-In Allowance	DMV Electronic Filing Fees	29.00
	Less Balance Owed on Trade-In	Lender's Admin. Fee if Financing	0.00
	Net Trade-In Allowance	California Tire Fee	8.75
	Deposit Amount	Est. Lic., Trans., Reg. & Other Fees	359.00
	Rebate	Total Cash Price	\$33,673.80
	Balance of Down Payment Due	Less Total Credits	\$3,000.00
Mileage: _____	<b>Total Credits</b>	Unpaid Cash Balance Due	<b>\$30,673.80</b>

**WARNING** - Unless a charge is included in this agreement for Public Liability or Property Damage Insurance, payment for such coverage is not provided by this agreement.  
Notice to the buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

The first and second page of this order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature.

**RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY PURCHASER**

I have read, and I understand and accept all provisions of the Manufacturer's Warranty Statement covering this new vehicle that I am ordering.

By \_\_\_\_\_  
CARMENITA TRUCK CENTER

Purchaser \_\_\_\_\_  
Purchaser's Signature \_\_\_\_\_

562-997-8837

# CARUSO FORD

April 25, 2016

**STK# 16643**

<b>Bill To</b>		<b>Ship To</b>	
<b>Customer</b>	CITY OF AVALON	<b>Recipient</b>	MAINTENANCE DEPT
<b>FLEET ID#</b>	GK955	<b>DEREK</b>	
<b>Address</b>	209 METROPOLE AVALON, CA 90704		[Address] [City, ST ZIP Code]
<b>Phone</b>	310-882-8236	<b>Phone</b>	
<b>Payment Due</b>	April 25, 2016		
<b>Salesperson</b>	CHRISTINE RICO		
<b>Payment Terms</b>	10		

Qty.	Item#	Description	Unit Price	Line Total	
1		2016 FORD F-150 4X2 REG CAB 141" W.B.	\$20484.72		
		100A PKG - WHITE EXTERIOR GRAY VINYL BENCH			
		XL SERIES			
		6- SPEED AUTO TRANS.			
		VIN#1FTMF1C86GKE03485			
				SALES TAX	\$1953.64
				DOC & DMV FEES	80.01
				<b>Total</b>	<b>\$22518.36</b>



CITY COUNCIL

MEETING DATE: May 17, 2016

AGENDA ITEM: 11

ORIGINATING DEP: Public Works

CITY MANAGER: \_\_\_\_\_

PREPARED BY: Dennis Jaich, Interim Public Works Director

SUBJECT: Authorize the Purchase of Heavy Duty F-550 Truck

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**RECOMMENDED ACTION(S):** Authorize the purchase of one new Ford 550 truck for Public Works for an amount not to exceed \$55,000 and amend the budget appropriating funds from the Vehicle Replacement Fund.

**REPORT SUMMARY:** In FY 2015/2016 \$50,000 was allocated for the Public Works Department to purchase a new Bobcat. Due to a reprioritization of equipment needed, Staff is requesting to defer this Bobcat procurement until FY 16/17. The \$50,000 is requested to be reallocated for the purchase of an F550 heavy duty truck.

Public Works does not currently have a heavy duty class truck capable of towing large pieces of equipment or powering machinery in the field, such as a large compressor. When this frequent need arises, Public Works must request to utilize the Warehouse Mechanic's heavy duty class truck. Completing this purchase would fill this gap in vital equipment for the department

Funding for this vehicle was omitted from this fiscal year's budget. Therefore, a budget amendment is required to reallocate the funds for this specific purchase. Currently there are sufficient funds in the Vehicle Replacement Fund to cover this purchase.

Since the bed of this truck needs a particular configuration, quotes were obtained to purchase the cab and the bed separately:

Four quotes were received for the cab purchase:

Dealership	Cost	Details
Carmenita Ford	\$33,898.50	V-10 gas
Carmenita Ford	\$51,249.40	Diesel
Ford.com	\$42,894.40	Diesel
Rush Truck Center	\$47,736.17	Diesel

Staff is recommending purchase of the gas truck from Carmenita Ford for \$33,898.50. The Cab would then go to Caruso Ford, who would install the custom bed from Metro Truck Body for a cost of \$13,425.00, for a total purchase price for the truck of \$47,323.50 (excluding tax, license and delivery). Including freight to the island, license fees and taxes, Staff is requesting a not-to-exceed amount of \$55,000 for the total purchase.

**GOAL ALIGNMENT:** Not aligned.

**FISCAL IMPACTS:** The Vehicle Fund 138 FY15-16 Budget includes \$50,000 for the procurement of a Bobcat which has been deferred to next year. Staff proposes to reallocate the \$50,000 towards the purchase of the Ford F550 and the remaining amount not to exceed \$5,000 to be paid from the Vehicle Fund 138 cash reserve balance of \$340,000.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The City Public Works Department will continue to operate without the needed vehicles.

**FOLLOW UP ACTION:** Complete the purchase.

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

**ATTACHMENTS:** Quotes.



Carmenita Truck Center  
13443 E. Freeway Dr., Santa Fe Springs, California,  
90670  
Office: 888-710-7753

## Customer Proposal

---

**Prepared for:**

City of Avalon

**Prepared by:**

Brad Skarsten  
Office: 714-560-4167  
Email: bskarsten@ttruck.com

**Date:** 06/13/2016

**Vehicle:** 2017 F-550 Chassis XL  
4x2 SD Regular Cab 145" WB DRW





13443 E. Freeway Drive - PHONE (562) 921-1411

Santa Fe Springs, CA 90670

ALL MAIL TO P O BOX 88 SANTA ANA CA 92702-0088



**MOTOR VEHICLE BUYER'S ORDER**

Salesperson: BRAD SKARSTEN

Date: \_\_\_\_\_  
Purchaser: CITY OF AVALON

Contact: JEFF HERNANDEZ

Address: 209 METROPOLE

City, State: AVALON, CA

Zip: 90704

Bus Phone: 310-528-0440

Cell Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Res Phone: \_\_\_\_\_

I hereby agree to purchase from you under the terms and conditions specified, the following: Delivery is to be made \_\_\_\_\_ or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for failure to effect delivery.

VEHICLE	Quantity:	Year:	Make:	Series Name:	Body Style:	Engine:	Transmission:
	1	2017	FORD	F-550	C/C	V-10 GAS	AUTO
	GVWR:	Color:	Stock #:	Wheelbase:	Cab to Axle:	VIN:	
	18,000	white	TBD	145			TBD
Warranty:	SEE ATTACHED						

Suggested Price - Vehicle Description - Incentives	<b>SUGGESTED PRICE</b>	
	THIS QUOTE IS FOR CAB/CHASSIS ONLY. METRO TRUCK BODY TO BUILD THE BED	
	PRICE INCLUDES DELIVERY TO PORT	
	<b>SELLING PRICE</b>	
	\$33,779.00	
<b>EXTENDED SERVICE POLICY</b>		
\$ -		

DESCRIPTION OF TRADE-IN		CREDITS		Cash Price of Vehicle & Accessories	\$33,779.00
Year:	Make:	Payoff to:		Documentary Preparation Charge	109.00
VIN:		Used Trade-In Allowance		Sales Tax - 0.00%	-
Extra Equipment / Body Style		Less Balance Owed on Trade-In		Lender's Admin Fee	\$ -
		Net Trade-In Allowance	\$ -	California Tire Fee	10.50
		Deposit Amount		Est. Lic., Trans., Reg. & Other Fees	
		Rebate		Total Cash Price	\$33,898.50
		Balance of Down Payment Due	\$ -	Less Total Credits	\$ -
Mileage		Total Credits	\$ -	Unpaid Cash Balance Due	\$33,898.50

WARNING - Unless a charge is included in this agreement for Public Liability or Property Damage Insurance, payment for such coverage is not provided by this agreement.

Notice to the buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in (2) You are entitled to a completely filled-in copy of this agreement (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

The first and second page of this order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature.

**RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY PURCHASER**

I have read, and I understand and accept all provisions of the Manufacturer's Warranty Statement covering this new vehicle that I am ordering.

Purchaser: \_\_\_\_\_

Purchaser's Signature: \_\_\_\_\_

CARMENITA TRUCK CENTER

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





**Rush Truck Center, Whittier**  
 2450 Kella Avenue  
 Whittier, CA 90601

# Retail Sales Order

www.rushtruckcenters.com

**SALES ORDER**

Please enter my order for the following:

New       F.E.T. Applicable  
 Used       F.E.T. Exempt

Make **Ford**      Series **F-550**  
 Year **2016**      Body Type **C/C**  
 Color **OXFORD WHITE**      Trim

Serial # **1FDUF5GT9GEA22424**  
 Stock # **511010**

To be delivered on or about

**Diesel**      **165" WBS**

Sales Price	43,228.60
Factory Paid F.E.T.	0.00
F.E.T. Tire Credit	0.00
Total Factory Paid F.E.T.	0.00
Optional Extended Warranties	0.00
Sub-Total	43,228.60
Dealer Paid F.E.T. *	0.00
Local Taxes	4,138.07
Vehicle License, Transfer, Title, Registration Fee	0.00
Electronic Vehicle Registration or	29.00
Transfer Charge (not a governmental fee)	
(paid to Motor Vehicle Software Corp.)	
Tire Recycling Fee	10.50
Document Processing Charge	80.00
** Administrative Fee **	250.00
Total Cash Delivered Price	47,736.17
Total Down Payment	0.00
Unpaid Cash Balance Due on Delivery	47,736.17

**A DOCUMENT PROCESSING CHARGE IS NOT A GOVERNMENTAL FEE. A DOCUMENT PROCESSING CHARGE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENT PROCESSING CHARGE MAY NOT EXCEED \$66.00. THIS NOTICE IS REQUIRED BY LAW.**

\*\* THE ADMINISTRATIVE FEE IS NOT A GOVERNMENTAL FEE \*\*

\*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY.  
 ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER

**NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER**

THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.

IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Date **10/10/2016**

City of Avalon

Customer's Name  
**410 Avalon Canyon Rd**      **Avalon**      **CA**      **90701**

Street      City      State      Zip

Federal Tax ID #      Business Phone      Fax

Purchaser's Name

Street      City      State      Zip

Federal Tax ID #      Business Phone      Fax

**Kevin Olson**

By Salesman

Truck Will be Titled in \_\_\_\_\_ County

**LIENHOLDER INFORMATION**

Date of Lien

Lien Holder

Draft Through

Total Used Vehicle Allowance *	0.00
Less Total Balance Owed	0.00
Total Net Allowance on Used Vehicle(s)	0.00
Deposit or Credit Balance	0.00
Cash with Order	0.00
← - - - - -	0.00

\*See Trade-in details on page 4

Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.

**INSURANCE**

UNLESS A CHARGE IS INCLUDED IN THIS ORDER FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS ORDER.

NOTICE: No person is required as a condition precedent to financing the purchase of an automobile that any insurance be negotiated or purchased through a particular insurance agent or broker.

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

OFFER RECEIVED BY: \_\_\_\_\_ SALES REPRESENTATIVE      Date \_\_\_\_\_

OFFER ACCEPTED BY: \_\_\_\_\_ AUTHORIZED REPRESENTATIVE      Date \_\_\_\_\_



13443 E. Freeway Drive - PHONE (562) 021-1411  
Santa Fe Springs, CA 90670



ALL MAIL TO P O BOX 88 SANTA ANA CA 92702-0088

**MOTOR VEHICLE BUYER'S ORDER**

Salesperson: EDGAR

Date: April 25, 2016

Purchaser: CITY OF AVALON

Contact: 0

Address: 410 AVALON CNY ROAD

City, State: AVALON, CA

Zip: 90704

Bus. Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Res. Phone: \_\_\_\_\_

I hereby agree to purchase from you under the terms and conditions specified, the following: Delivery is to be made \_\_\_\_\_, or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for failure to effect delivery.

VEHICLE	Quantity:	Year:	Make:	Series Name:	Body Style:	Engine:	Transmission:
	1	2016	FORD	F550		DIESEL	AUTOMATIC
	GWR:	Color:	Stock #:	Wheelbase:	Cab to Axle:	VIN:	
	19,500	WHITE	FC31124	189"		1FDUF5GT1GEC31124	
Warranty: MANUFACTURER'S WARRANTY APPLIES							

Suggested Price - Vehicle Description - Incentives	<b>SUGGESTED PRICE</b>	
	<b>VEHICLE DESCRIPTION:</b>	
	NEW 2016 FORD F550 4x2 REGULAR CAB DRW	
	ENGINE: 6.7L POWER STROKE V8 DIESEL	
	TRANSMISSION: 6 SPEED AUTO TRANS	
	XL DÉCOR PACKAGE, 50 STATE EMISSIONS, TRANS POWER TAKE OFF PROVISIONS, CLEAN IDLE	
	DECAL, EXTRA HEAVY DUTY ALTERNATOR, XL VALUE PACKAGE, CRUISE CONTROL, AM/FM STEREO	
	<b>BODY DESCRIPTION:</b>	
	CHASSIS ONLY.	
<b>SELLING PRICE</b>		<b>\$50,115.00</b>
<b>ALL CURRENT FORD REBATES REFLECTED. SOME REBATES ARE NOT APPLICABLE WITH SPECIAL FORD FINANCING OR CASH PURCHASES.</b>		
<b>EXTENDED SERVICE POLICY</b>		<b>\$ -</b>

DESCRIPTION OF TRADE-IN	CREDITS	Cash Price of Vehicle & Accessories	
Year: _____ Make: _____	Payoff to: _____	Documentary Preparation Charge	80.00
Model: _____		Fire Ext., Flares & First Aid Kit	225.00
VIN: _____		Sales Tax - 9.50%	4,789.90
Extra Equipment / Body Style: _____	Used Trade-In Allowance	DMV Electronic Filing Fees	29.00
	Less Balance Owed on Trade-In	Lender's Admin. Fee if Financing	0.00
	Net Trade-In Allowance	California Tire Fee	10.50
	Deposit Amount	Est. Lic., Trans., Reg. & Other Fees	TBD
	Rebato	Total Cash Price	\$55,249.40
	Balance of Down Payment Due	Less Total Credits	\$4,000.00
Mileage: _____	Total Credits	Unpaid Cash Balance Due	<b>\$51,249.40</b>

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The first and second page of this order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature.

**RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY PURCHASER**

I have read, and I understand and accept all provisions of the Manufacturer's Warranty Statement covering this new vehicle that I am ordering.

CARMENITA TRUCK CENTER

Purchaser \_\_\_\_\_

Purchaser's Signature \_\_\_\_\_

By \_\_\_\_\_

# Ford F550 Quote

Edgar Angulo <eangulo@carmenita.com>

Mon 5/16/2016 9:44 AM

Inbox

To: Derek George <dgeorge@cityofavalon.com>;

Cc: Edgar Angulo <eangulo@carmenita.com>;

Attachment (150 KB)

F550 Regular Cab Quote.pdf

Derrick

I just wanted to follow up on conversation about the Ford F450.

Currently the local Ford dealers are out of stock on the F450 and the unit can only be order from factory. The lead time for this unit is 3-4 months. This shortage has increased the sales of the Ford F550.

I have attached a quote for a Ford F550. If you would like to reserve the F550 for a couple of days then please sign the Buyers order and send it back to me via email.

Please contact me with any questions...

Thank you,

Edgar Angulo

**Commercial Fleet Account Manager**

Carmenita Truck Center

13443 E. Freeway Drive

Santa Fe Springs, CA 90670

562-977-2209 Direct

626-221-7769 Cell

562-404-0806 Fax

Your Experts in Fuso, Ford, Hino and Isuzu trucks, both new and used since 1966!

*Visit our website for our extensive inventory.*

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

# CARUSO FORD

June 7, 2016

## INVOICE #5170

Bill To		Ship To	
Customer	CITY OF AVALON	Recipient	DEREK MAINTENANCE DEPT.
Customer ID#	QK955	Address	[Address] [City, ST ZIP Code]
Address	209 METROPOLE AVALON, CA. 90704	Phone	[Telephone]
Phone	[Telephone]	Payment Due	June 7, 2016
Payment Due	June 7, 2016	Delivery Date	[Select Date]
Salesperson	RICO	Shipping Method	[Ship Method]
Payment Terms	10 DAYS	Shipping Terms	[Terms]

Qty.	Item#	Description	Unit Price	Discount	Line Total
1		2016 F-550 REG CAB. 4X2 DRW-141"	\$42894.40		
		(SEE MSRP FOR EQUIPMENT SPECS.)			
		CUSTOM 9' BODY PER CITY SPECS.	\$13425.00		
*EXEMPT PLATES*					
Subtotal					\$56319.40
Sales Tax					5357.95
Total					61677.35

Thank you for your business!



QUOTE #

**V00020577**

1201 Jon Street, Torrance, Ca 90502 Phone # (310) 532-5570 Fax # (310) 532-0754

Truck Body Manufacturer and Equipment Distributors

Vans, Stakes, Flatbeds, Refrigerated Bodies, Hydraulic Lift Gates & Accessories

Customer: Caruso Ford Date: 5/19/2016  
 Re: City of Avalon  
 Attention: Christine Phone # (310) 710-3336  
 Email: \_\_\_\_\_

Body Type: Stake Bed  
 Size: 8'ODW x 9'ODL x 24"High  
 Chassis: \_\_\_\_\_ CA \_\_\_\_\_ Tires \_\_\_\_\_  
 Make/Model: \_\_\_\_\_ WB \_\_\_\_\_

In response to your inquiry, we submit the following quotation, as per your plans and /or specifications that you supplied to us.

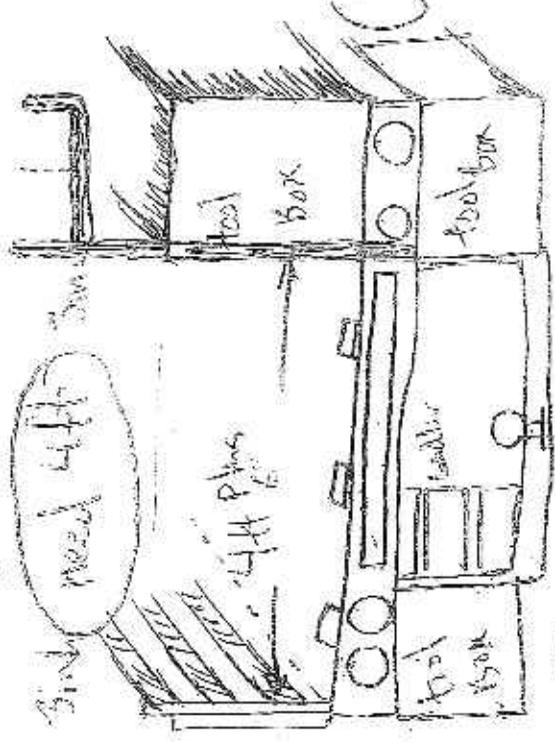
Description	Unit Price	Total
10 GA. Steel Side rails		
16" Crossbars		
Hardwood floor		
50/50 Steel bulkhead		
24" High Gate Sections - Aluminum Slats & post		
Flush Dock Bumpers		
Receiver Hitch with 2 5/8" Ball Hitch with 6-Way Plug		
Rope Hooks		
Recessed Tail Lights - LED		
Paint Black	Body	\$5,735.00
28"W x 42"H x 95"D Tunnel Box at Front		
Single Door Each Side		\$1,570.00
Four 30"W x 20"H x 20"D Tool Boxes - T Handle - Underbed	\$530.00	\$2,120.00
Two - 40"W x 24"H x 24"D Tool Boxes - T Handle - Top of Bed - Curbside	\$590.00	\$1,180.00
Two LED Work Lights - Bulkhead Mount	\$270.00	\$540.00
One Amber Light - Bar - Bulkhead Mount		\$760.00
Slide Out Tray at Rear and Curbside - 20"D x 40"W	\$760.00	\$1,520.00

Prices are subject to change without notice, and to all applicable taxes.

CAR. Total 1050-8550

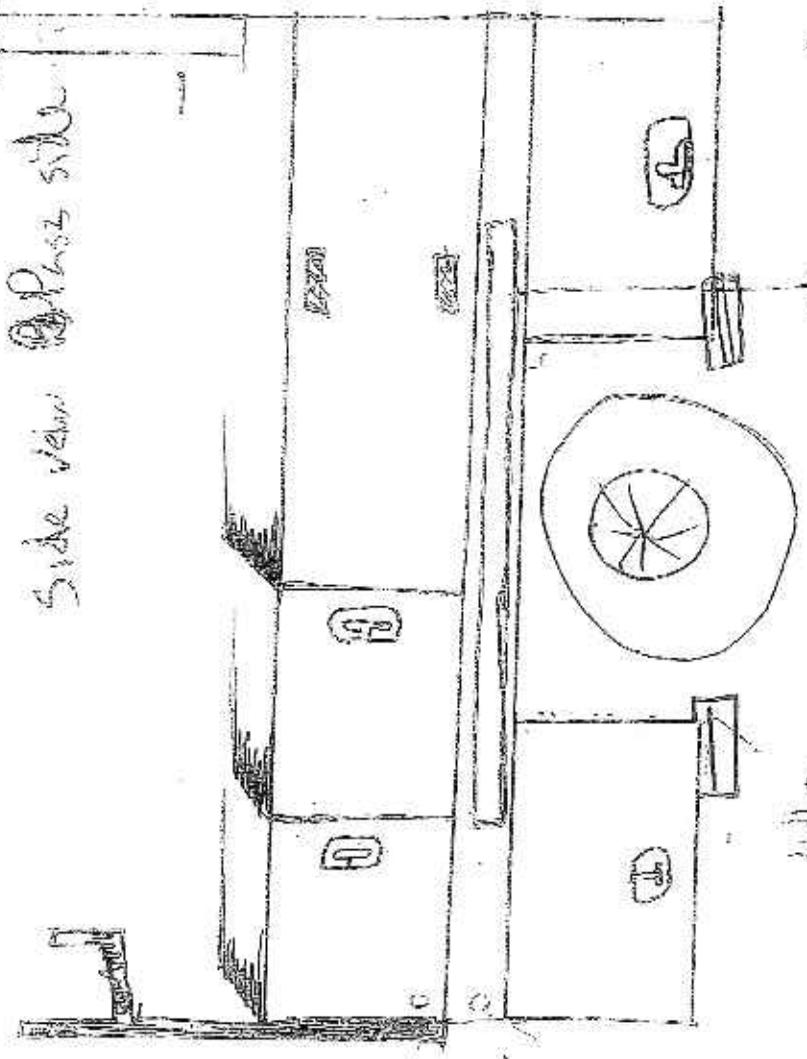
*Handwritten signature*

Back end view



!!) low step down

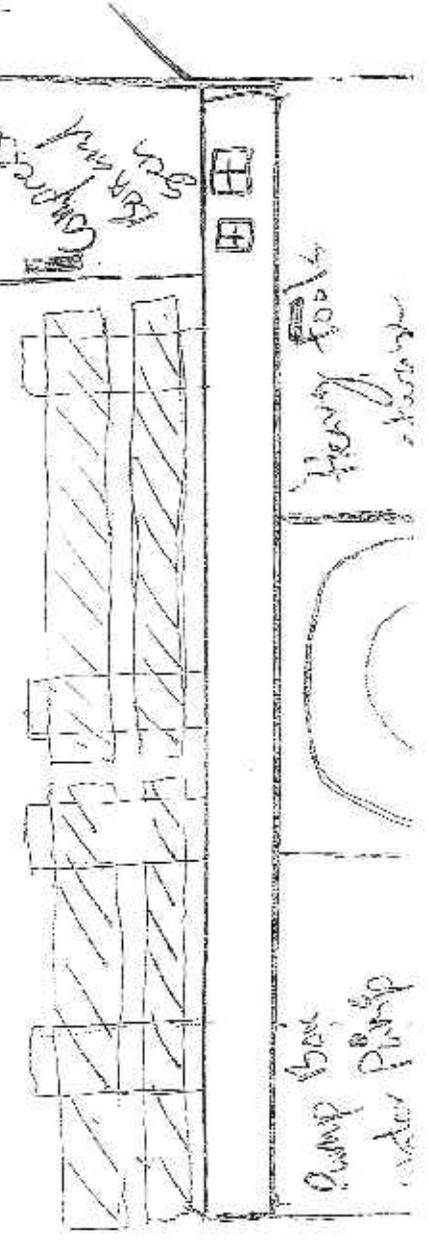
Side view Plus side



White tubes filled with...

Side view Driverside

From stike side and back



CITY OF AVALON CITY COUNCIL

MEETING DATE: June 21, 2016 AGENDA ITEM: 12  
ORIGINATING DEP: Capital Improvements CITY MANAGER: \_\_\_\_\_  
PREPARED BY: Dennis Jaich, Capital Improvements Director  
SUBJECT: Authorize Amendment 2 for the Professional Services Agreement with Michael Baker International (MBI) for Phase 1 of Capital Improvement Projects for City Infrastructure

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**RECOMMENDED ACTION(S):** Authorize Staff to execute an amendment to the scope and budget of the approved 2016-2017 Capital Improvement Program contract with Michael Baker International to include design and construction services for the Mole Park Rehabilitation Project in an amount not-to-exceed \$39,000.

**REPORT SUMMARY:** On March 3, 2015, Staff brought before this Council a request to enter into a contract with then RBF Consulting (MBI), to perform our CDO sewer work. This request was granted and work began on the design. However, due to budgetary constraints and concerns, the work was cancelled until further reconciliations and considerations of the City Council's goal of a "Balanced Budget".

Fortunately, upon realization in recent months that our budgetary forecast was conservative, it became apparent that the City would now be able to implement the requisite capital improvement projects. Therefore, on November 3, 2015, Staff brought before this Council a request to add \$3,892,000 to the FY 15-16 Budget, of which a portion of these monies will be used now on CIP projects. Michael Baker International was then granted at the December 15, 2015 City Council Meeting Amendment No. 1 to their original contract for a not-to-exceed amount of \$129,000 for the design and engineering services of additional capital improvement projects to take place during FY 2016-2017.

Since the time of the approval of the contract, Staff has been reviewing the capital improvements required at the parks in Avalon as well. Mole Park was identified as a top priority due to the age of the play equipment and protective surfacing, as well as the amount of repair required by PARSAC to continue to allow the park to be used by the public. The City applied for and was granted \$300,000 by the County of Los Angeles Board of Supervisors to assist in the rehabilitation of the park. Additionally, funds in excess of \$90,000 are held by the County for "Maintenance and Servicing" projects to support previous Prop A Fund projects, of which the Mole Park is one. These Prop A Maintenance and Servicing Funds can be used for the replacement of the play structure itself. With a tight timeline – the Mole Park must reopen before December 31, 2016 – Staff is proceeding at a rapid pace with preparations for this project. The most cost-effective way to proceed would be to include the Mole Park Rehabilitation Project scope of work in with the overall Capital Improvement Program

previously approved by Council under the scope of MBI's contract. By consolidating the tasks for one contract bid, the City will save significant mobilization costs of each project task.

**GOAL ALIGNMENT:** City Infrastructure

**FISCAL IMPACTS:** A not-to-exceed amount of \$39,000 for this amendment should be included in the FY16-17 Budget and could come from the grant monies to be reimbursed by Los Angeles County.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** Staff may not be able to open the new park in the allotted time, jeopardizing the funding granted by Los Angeles County.

**FOLLOW UP ACTION:** Amend the contract with Michael Baker International to include design and construction services for the Mole Park Rehabilitation Project.

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

**ATTACHMENTS:**

1. Michael Baker International 2016-2017 Capital Improvement Program - Amendment No. 2 (Mole Park)

June 7, 2016

Mr. Dennis Jaich  
Interim Public Works Director  
City of Avalon  
410 Avalon Canyon Road  
(PO Box 707)  
Avalon, CA 90704

**Subject: 2016-2017 Capital Improvement Program – Amendment No. 2 (Mole Park)**

Dear Mr. Jaich:

We are pleased to submit this proposal to amend our existing contract to provide engineering services needed to implement the City of Avalon's 2016-2017 Capital Improvement Program. We understand the new scope of services will cover the design and construction services for the proposed Mole Park Improvements between the Boardwalk and Pebbly Beach Road.

The following is our scope of work for this amendment.

**Task 1: Topographic Survey / Existing Conditions Site Plan**

This task provides topographical (topo) survey data to properly design the demolition and proposed improvements at Mole Park. This will include one (1) day of onsite survey activities, along with office time for processing data points and preparing an existing conditions site plan. We propose to provide the necessary survey services and site plan for a fee of \$6,000 to cover labor and travel costs.

**Task 2: Concept Design**

Once the existing condition site plan is prepared, the next step will be to prepare a conceptual design of the new Mole Park. This task includes one (1) meeting with the proposed playground equipment vendor, GameTime®, as identified by the City, to discuss the site, equipment, corrosion resistance, and obtain any digital files of the proposed equipment. Once the conceptual design is complete, one (1) meeting with the City's Parks and Recreation Department is needed to review the conceptual design and obtain any final comments from the City before proceeding with final design. Following these meetings, we will prepare a concept site design to illustrate the location of proposed improvements, playground surfacing materials, site drainage, utilities, site lighting, park amenities, such as drinking fountains, benches, picnic tables, shade structures, and develop a preliminary construction budget. The fee for this task is \$7,000.

**Task 3: Design Drawings / Specifications (incorporated into existing CIP Improvement Plans)**

This task includes the preparation of demolition and improvement plans, specifications, and construction support services for the new Mole Park, which includes the improvement of the existing basketball court and removal of the exiting sand volleyball court and child play area. The plans will

include the installation of new benches, water fountains, lighting, and potential shade structures and ADA compliance. We propose to provide the following engineering and construction services for this task, as listed below, which will cover the preparation of plans and specifications for demolition, site improvements, and construction support (i.e. contractor).

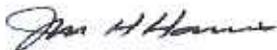
- Demolition Plan \$ 3,000
- Improvement Plan/Details \$12,000
  - Grading Plan
  - Utility Plan
  - Site Layout
  - Details
- Specifications \$ 3,000
- Construction Support \$ 8,000
  - Contractor submittals
  - Contractor RFIs
  - Onsite field time
- Task 3 Total: \$26,000

**The total cost for Amendment No. 2 is \$39,000.**

Thank you for the opportunity to submit this proposal. Upon your written authorization, Michael Baker is ready to begin work immediately. Should you have any questions regarding this proposal, please contact the undersigned at (858) 614-5016.

Sincerely,

Michael Baker International,



John H. Harris, P.E.  
Manager - Water Resources

CITY OF AVALON CITY COUNCIL

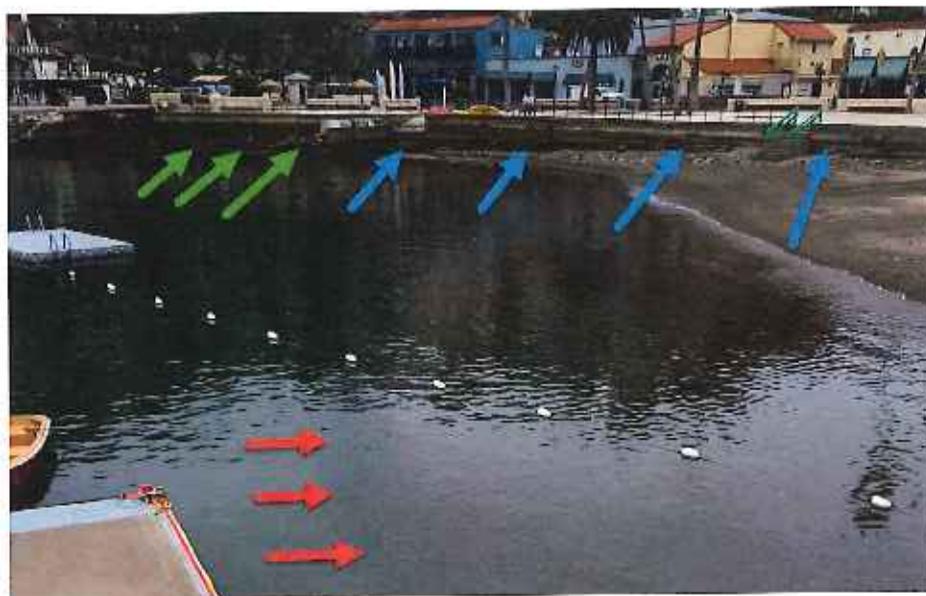
MEETING DATE: June 21, 2016 AGENDA ITEM: 13  
ORIGINATING DEP: Public Works CITY MANAGER: \_\_\_\_\_  
PREPARED BY: Dennis Jaich, Capital Improvements Director  
SUBJECT: Request for Proposal - Avalon Bay Wave Refraction/Diffraction/  
Reflection Analysis and Sand Transport Model

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**RECOMMENDED ACTION(S):** Authorize Staff to issue a Request for Proposal for an Avalon Bay Wave Refraction/Diffraction/Reflection Analysis and Sand Transport Model.

**REPORT SUMMARY:** City Staff has been seeking a solution to the beach sand movement in Avalon Bay, which over the course of the last several years has caused a fall height in excess of 5 feet on the South Beach wall and the collection of sand near Joe's Rent A Boat dock and the West Side Pier Dinghy Dock. Sand displacement has been the root cause of the failure of the seawall and the ongoing creation of sinkhole formation on the upper beach at South Beach. Staff and residents have speculated several causes of the dramatic sand displacement, which include displacement due to prop wash from the cross channel carrier boats. Some point to the start of the issue occurring after the cement deflecting walls installed near the drainage ditch on South Beach began failing and fell apart.

The green arrows point in the picture below point to where the cement deflecting walls use to be, the blue arrows highlight the amount of sand missing up against the lower beach wall and the red arrows point to how far out the sand berm has built up by Joe's Rent A Boat.



The yellow arrows in the picture below follow the sand line and show the amount of sand built up on Middle Beach.



Rather than piecemeal solutions to beach fall height, sink holes, seawall failure and harbor sandbars, Staff recommends that the City put out a Request for Proposals for a comprehensive study of the wave and sand movement and all related factors and get formal recommendations on how to remedy the main issue of sand movement.

**GOAL ALIGNMENT:** City Infrastructure

**FISCAL IMPACTS:** No significant costs related to generating or advertising the RFP; actual study is estimated to cost between \$30,000 and \$50,000.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** Staff will not proceed in conducting the study.

**FOLLOW UP ACTION:** Issue a Request for Proposal for an Avalon Bay Wave Refraction/Diffraction/Reflection Analysis and Sand Transport Model.

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

**ATTACHMENTS:** None.

CITY OF AVALON CITY COUNCIL

MEETING DATE: June 21, 2016

AGENDA ITEM: 14

ORIGINATING DEP: Finance Department

CITY MANAGER: RR

PREPARED BY: Robert Mescher, Finance Director

SUBJECT: Adopt the Sewer and Salt Water Service Fees and Request the County to Place the Annual Property Related Fees on the FY16-17 Tax Role

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**RECOMMENDED ACTION(S):**

(1) Adopt the ordinance for the Sewer and Saltwater fees, (2) adopt the annual property related fee report, (3) direct the City Clerk to file said report with the Los Angeles County Auditor to place the property related fees on the FY16-17 tax roll.

**REPORT SUMMARY:** The FY16-17 projected cost of service for Sewer and Salt Water exceeds the current service fee revenue by \$719,000 and \$55,000 respectively. At the April 5, 2016 City Council Meeting, staff presented various scenarios to achieve the needed revenue. The City Council directed staff to proceed with sufficiently raising rates in FY16-17, subject to the Proposition 218 process, to fund the operations and crucial infrastructure improvements. A Notice of proposed rate increases (Attachment 1) was mailed out to all property owners more than 45 days prior to the Public Hearing announcing the proposed rate increases. Additionally, a Notice of Public Hearing was published in the local newspaper on May 27, 2016 and June 3, 2016. The Public Hearing was held on June 7, 2016. Since only one written protest was received and the City Council agreed with a unanimous vote, the City Council waived a full reading and introduced the ordinance establishing rates for saltwater service fees and sewer service fees. The annual refuse fees were unchanged.

The City collects the annual fees for Sewer, Saltwater, and Refuse through the County property tax role. The County Auditor requires the City to adopt the annual fee report and file said report with the Los Angeles County Auditor to place the property related fees on the FY16-17 tax roll.

**Sewer**

In 2012, the California Regional Water Quality Board issued a Cease and Desist Order ("CDO") requiring the City to bring its sewer program into compliance with State and Federal water quality regulations. The CDO requires the City to accomplish many tasks and projects within a designated time frame. If the City fails to comply it be fined up to \$25,000 per day and the State may take control of the sewer system.

The most significant requirements of the CDO include:

- Implement and fund a capital improvement program for our collection system
- Perform regular and annual maintenance
- Perform and continue private lateral inspections
- Develop and annually update a 10-year financial plan
- Develop a system evaluation and capacity assurance plan
- Ensure that total maximum daily loads are not exceeded

Currently, the City is in compliance with these requirements, but the mandated improvements to the City's sewer infrastructure are estimated to be \$670,000 annually for at least the next fifteen years based on the capital improvement plan.

The Sewer Fund cash balance as of the end of FY14-15 was \$966,000 and is projected to be \$150,000 by the end of FY15-16. If the Sewer service fee rates are unchanged for next year, the expenditures are projected to exceed the revenue by \$719,000 or 41% of the total revenue.

The proposed Sewer service fees listed in Attachment 1 will be sufficient to fund the \$719,000 shortfall.

### ***Salt Water***

Salt Water rate increases are necessary to fund the operations and crucial infrastructure improvements of the Salt Water system. Last year the Salt Water gate project was suspended, but the necessary funding from the Salt Water reserves was approved in the amended FY15-16 Budget. According to the ten-year capital improvement plan, the essential improvements will cost about \$100,000 to \$125,000 per year starting next year.

The Salt Water Fund cash balance as of the end of FY14-15 was \$538,000 and is projected to be \$35,000 by the end of FY15-16. If the Sewer fee rates are unchanged for next year, the expenditures are projected to exceed the revenue by \$55,000 or 10% of the total revenue.

The proposed Salt Water service fees listed in Attachment 1 will be sufficient to fund the \$55,000 shortfall.

### ***Proposition 218***

The Sewer and Salt Water Funds are enterprise funds for which a fee is charged in exchange for the cost of service. These funds are intended to support themselves by collecting sufficient revenues to cover the cost of service. The process of increasing rates of the City's Salt Water and Sewer service fees is subject to the 1996 constitutional amendment known as "Proposition 218, Right to Vote on Taxes Act." Sewer and Salt Water service fees may be adopted five years in advance.

The main requirements of Proposition 218 are:

- ✓ Rates must be based on the actual cost of service;
- ✓ The City must mail a notice to all affected property owners of the proposed change in rates and public hearing;
- ✓ The City must hold a public hearing at least 45 days after the mailing of the notices;
  - Proposed change in rates is considered rejected if written protests are received from a majority of the affected property owners; or
  - Rates can become effective 30 days after the public hearing and adoption of an ordinance.

**GOAL ALIGNMENT:** Achieve a balanced budget.

**FISCAL IMPACTS:** The rates published in Attachment 1 will increase Sewer and Salt Water revenue by \$719,000 and \$55,000 respectively and will balance the budget for the two enterprise funds in FY16-17.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The Sewer and Salt Water enterprise funds will have insufficient funds to complete essential capital improvements to ensure the reliability of the systems and to comply with the CDO. Failure to comply with the CDO may result in daily fines up to \$25,000, litigation, and loss of City control over its own resources. Failure of the systems could be disastrous and require more expensive emergency repairs.

**FOLLOW UP ACTION:**

- By July 31, 2016 – File the annual fee report with the County Auditor to place on the FY16-17 tax roll;
- September 30, 2016 – On or before this date contract a consultant to perform a cost of service and rate study.
- December 31, 2016 – On or before this date, complete a cost of service and rate study; and
- Annually review adopted Sewer and Salt Water rates and cost of service.

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

**ATTACHMENTS:**

1. Ordinance
2. The annual fee report is available for inspection at the City Clerk's office and on the City's web site.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF AVALON ESTABLISHING  
RATES FOR SALTWATER SERVICE FEES  
AND SEWER SERVICE FEES**

**WHEREAS**, the City of Avalon (the “City”) has reviewed its saltwater and sewer service fees to assess the adequacy of the revenues to maintain the physical integrity of the saltwater and sewer systems, to comply with all Federal and State regulations concerning water quality; and

**WHEREAS**, the City has determined that increases to the rates for the saltwater service fees are necessary, among other reasons, to make infrastructure improvements to the saltwater system, including completion of the saltwater valve replacement project (which insures the integrity to Avalon’s firefighting and toilet flushing capability), and to commence a study on converting the saltwater system to a reclaimed water system; and

**WHEREAS**, on April 5, 2012, the California Regional Water Quality Control Board issued a Cease and Desist Order requiring the City to bring its sewer system and program into compliance with State and Federal water quality regulations; and

**WHEREAS**, the Cease and Desist Order requires the City to accomplish many tasks and projects within a designated time frame, and those tasks and projects are conservatively estimated to cost \$670,000 annually for the next fifteen years; and

**WHEREAS**, the City does not have the option of ignoring the requirements of the Cease and Desist Order and faces large daily fines and potential State takeover of the City’s sewer system if violations occur; and

**WHEREAS**, the proposed rates are designed to produce the minimum revenue needed to cover projected operating costs, including direct operating expenses, administrative costs, and ongoing capital improvement repairs, replacements, and upgrades of the City’s saltwater and sewer systems; and

**WHEREAS**, due to increases in the operations and maintenance costs, and repair and replacement cost of the City’s sewer system described above, the City has determined that it is necessary to increase the rates for its sewer service fees; and

**WHEREAS**, the rate structure for the City’s saltwater service fees has four customer classes – residential, hotel, and commercial; and

**WHEREAS**, rate for residential customers is calculated on the basis of one unit assigned per dwelling unit; the rate for hotel customers is determined on the basis of the number of rooms within the hotel property; the rate for commercial customers is calculated on the basis of each toilet/urinal located within the commercial property; and

**WHEREAS**, within each customer class, the amount of the saltwater service fees to be imposed are calculated to proportionately allocate the cost of providing saltwater services to each property owner on a parcel basis; and

**WHEREAS**, the revenues derived from the saltwater service fees will not exceed the funds required to provide saltwater services and shall be used exclusively for the saltwater system; and

**WHEREAS**, the saltwater service fees will not be imposed on a parcel unless the saltwater services are actually used by, or immediately available to, the owner of the parcel; and

**WHEREAS**, the rate structure for the City's sewer service fees has nine customer classes residential, public shower, hotel, laundries, shops/offices, take-out restaurants, churches, bars/restaurants with less than 100 seats, and bars/restaurants with 100 or more seats; and

**WHEREAS**, the rate for residential customers is calculated on the basis of the one unit assigned per dwelling; the rate for public shower customers is calculated on the basis of the number of showers located at the parcel; the rate for hotel customers is calculated on the basis of the number of rooms within the hotel property; the rate for laundry customers is calculated on the basis of the number of washing machines/units located at the property; and the rate for all other non-residential customers is established as a fixed charge; and

**WHEREAS**, within each customer class, the rate of the sewer service fee to be imposed is calculated to proportionately allocate the cost of providing sewer services to each property owner on a parcel basis.

**WHEREAS**, the revenues derived from the sewer service fees will not exceed the funds required to provide sewer services and shall be used exclusively for the sewer system; and

**WHEREAS**, the sewer service fees will not be imposed on a parcel unless the sewer services are actually used by, or immediately available to, the owner of the parcel; and

**WHEREAS**, the City, as the lead agency under the California Environmental Quality Act ("CEQA"), in consultation with the City's Legal Counsel, prepared a Preliminary Exemption Assessment for the adoption of this Ordinance in order to evaluate its potential impacts. The City determined that this Ordinance is exempt from CEQA review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273 because the saltwater service fees and the sewer service fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of the saltwater and sewer systems and will not result in the expansion of the saltwater and the sewer systems; and

**WHEREAS**, California Constitution article XIII D, section 6 ("Article XIII D") requires that prior to imposing any increase to the property-related fee such as the saltwater and sewer service fees, the City shall provide written notice (the "Notice") by mail of: (1) the proposed increases to such rates

and charges to the record owner of each parcel upon which the rates and charges are proposed for imposition and any tenant directly liable for payment of the rates and charges; (2) the amount of the rates and charges proposed to be imposed on each parcel; (3) the basis upon which the rates and charges were calculated; (4) the reason for the rates and charges; and (5) the date, time, and location of a public hearing (the "Hearing") on the proposed rates and charges; and

**WHEREAS**, pursuant to Article XIII D such Notice is required to be provided to the affected property owners and any tenant directly liable for the payment of the rates and charges not less than forty-five days prior to the Hearing on the proposed rates and charges; and

**WHEREAS**, the City only bills property owners for such services and the City did provide such Notice to the affected property owners of the proposed saltwater service fees and sewer service fees in compliance with Article XIII D; and

**WHEREAS**, the Hearing was held on this day, June 7, 2016; and

**WHEREAS**, at the Hearing the City Council heard and considered all oral testimony, written materials, and written protests concerning the establishment and imposition of the proposed rate increases for the saltwater service fees and the sewer service fees, and at the close of the Hearing the City did not receive written protests against the establishment and imposition of the proposed rate increases for the saltwater service fees or the sewer service fees from a majority of the affected property owners; and

**WHEREAS**, the City Council of the City now desires to establish and impose the proposed rates for the saltwater and sewer service fees; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AVALON DOES ORDAIN AS FOLLOWS:**

**Section 1.** The City Council finds and determines that the foregoing Recitals are true and correct and incorporates the Recitals herein.

**Section 2.** As the decision-making body for the City, the City Council has reviewed and considered the information contained in the Preliminary Exemption Assessment and administrative record. The City Council finds that the Preliminary Exemption Assessment contains a complete and accurate reporting of the environmental impacts associated with the adoption of this Ordinance and reflects the independent judgment of the City Council.

**Section 3.** The City Council hereby finds that the administration, operation, maintenance, and improvements of the saltwater system and the sewer system, which are to be funded by the saltwater service fees and the sewer service fees set forth herein, are necessary to maintain such services within the City's existing service area. The City Council further finds that the administration, operation, maintenance, and improvements of the saltwater system and sewer system, to be funded by the saltwater service fees and sewer service fees set forth herein, will not expand the such systems. The City Council further finds that such saltwater service fees and sewer

service fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of the salt water system and the sewer system. Based on these findings, the City Council hereby determines that this Ordinance is exempt from the requirements of CEQA pursuant to California Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273(a).

**Section 4.** The documents and materials that constitute the record of proceedings on which these findings have been based are located at City of Avalon, 410 Avalon Canyon Road, Avalon, California 90704. The custodian for these records is the City Clerk of the City.

**Section 5.** The City Council hereby approves the rates for saltwater service fees set forth in Exhibit A, attached hereto and by this reference incorporated herein. Such rates shall be in effect beginning July 21, 2016, and will remain in effect until otherwise modified by the City.

**Section 6.** The City Council hereby approves the rates for sewer service fees set forth in Exhibit A. Such rates shall be in effect beginning July 21, 2016.

**Section 7.** The City Council hereby authorizes and directs the City Manager to implement and take all actions necessary to effectuate the rates for the saltwater service fees and sewer service fees set forth herein and to file a Notice of Exemption with the County Clerk for Los Angeles County within five (5) working days of the date of the adoption of this Ordinance.

**Section 8.** If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

**Section 9.** This Ordinance shall supersede all other previous City Council resolutions and ordinances that may conflict with, or be contrary to, this Ordinance.

**Section 10.** In accordance with California Government Code section 36933(a), within fifteen days after its passage the City Clerk shall cause this Ordinance to be published at least once, with the names of those City Council members voting for or against it, in a newspaper of general circulation published and circulated within the City. If there is no such newspaper, the City Clerk shall cause the Ordinance to be posted in at least three public places in the City or published in a newspaper of general circulation printed and published in the county and circulated in the City.

**Section 11.** A full reading of this Ordinance is hereby waived. This Ordinance shall become effective thirty (30) days from and after its final passage.

**INTRODUCED** at a regular meeting of the City Council of the City of Avalon on the June 7, 2016:

AYES: Mayor Marshall, Councilmembers Olsen, Cassidy, Hernandez and Sampson

NAYS: None

ABSENT: None

ABSTAIN: None

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Avalon on this 21st day of June 2016, by the following vote.

AYES:

NAYS:

ABSENT:

ABSTAIN:

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Ann H. Marshall, Mayor

Attest:

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Denise A. Radde, City Clerk

**APPROVED AS TO FORM:**

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Scott Campbell  
Best Best & Krieger, LLP

**EXHIBIT A**  
**ANNUAL RATES FOR SALTWATER SERVICE FEES AND SEWER SERVICE FEES**

<b>ANNUAL RATES FOR SALTWATER SERVICE FEES</b>	
<b>Customer Class</b>	<b>Rates</b>
Residential	\$211.86/unit
Hotel	\$141.37/room
Commercial	\$141.37/toilet
<b>ANNUAL RATES FOR SEWER SERVICE FEES</b>	
<b>Customer Class</b>	<b>Rates</b>
Residential (per dwelling unit)	\$766.33/unit
Public Shower (per shower)	\$254.37/shower
Hotel (per room)	\$384.78/room
Laundries (per wash unit)	\$517.48/unit
Shops/Offices	\$766.33
Take-out Restaurant	\$1,163.29
Churches	\$1,549.24
Bar/Restaurant (up to 100 seats)	\$2,304.23
Bar/Restaurant (more than 100 seats)	\$3,445.44

**CITY OF AVALON CITY COUNCIL**

**MEETING DATE:** June 21, 2016 **AGENDA ITEM:** 15  
**ORIGINATING DEP:** Administration **CITY MANAGER:** AR  
**PREPARED BY:** Jordan Monroe, Management Aide  
**SUBJECT:** Cabrillo Mole Revitalization Plan Summary Presentation

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**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.

CITY COUNCIL

**MEETING DATE:** June 21, 2016

**AGENDA ITEM:** 16

**ORIGINATING DEP:** Planning

**CITY MANAGER:** \_\_\_\_\_

**PREPARED BY:** Amanda Cook, Planning Director

**SUBJECT:** Appointment to Fill Expiring Terms on the Planning Commission

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**RECOMMENDED ACTION(S):** Appoint four Commissioners for four year terms and appoint one Alternate Commissioner for a two year term.

**REPORT SUMMARY:** The Planning Commission is a seven person commission with one alternate. Commissioner terms are for four years. Four Commissioners terms expire this year (Eric Huart, Lisa Lavelle, Yoli Montano and Michael Ponce). The other three Commissioners terms expire in 2018 (Bruce Fertig, Chuck Martin, Jerry Dunn). Terms expire on alternating two years. The City has received three new applications, Richard Ladley, Tim Tyler and Sandra Putnam. The City has also received requests to serve another term from Eric Huart and Yoli Montano as Commissioners and Bart Glass has requested to serve another term as alternate.

**GOAL ALIGNMENT:** Not aligned.

**FISCAL IMPACTS:** None.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** Commission would not be a functioning body.

**FOLLOW UP ACTION:** None.

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

**ATTACHMENTS:**

Application from Ms. Putnam  
Application from Mr. Ladley  
Application from Mr. Tyler



**CITY OF AVALON**  
**Planning Commission Application Form**

If you are interested in serving on one of the various commissions or committees, please complete the attached application and supplemental questionnaire and return it to the City of Avalon, 410 Avalon Canyon Road, Post Office Box 707, Avalon, CA, 90704. This application is also available on the City's website [www.cityofavalon.com](http://www.cityofavalon.com).

**If possible, applicants are asked to attend at least one meeting of the commission or committee for which they are applying prior to participating in the application process.**

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

**Please Print:**

MS / MRS / MR.: RICHARD LADLEY

TELEPHONE: 941-412-5146  
HOME WORK

HOME ADDRESS: 337 DESCANSO AVE.

MAILING ADDRESS: P.O. Box 2004, AVALON, CA. 90704

YEAR YOU BECAME AN AVALON RESIDENT: OCTOBER 1976

ARE YOU A REGISTERED VOTER IN THE CITY OF AVALON? YES

WOULD YOU BE ABLE TO ATTEND DAYTIME MEETINGS? YES

WOULD YOU BE ABLE TO ATTEND EVENING MEETINGS? YES

DESCRIBE YOUR INTEREST IN THE PLANNING COMMISSION

BECAUSE OF MY MANY YEARS AS A RESIDENT, 18  
YEARS AS BUSINESS OWNER + THE LOVE I HAVE OF  
AVALON I FEEL I CAN OFFER A BROAD PERSPECTIVE

WHAT PERSONAL STRENGTHS DO YOU HAVE THAT WOULD MAKE YOU  
QUALIFIED FOR THIS POSITION?

I WOULD DESCRIBE MYSELF AS LEVEL HEADED  
WITH NO REAL TIES TO ANY ONE CONSTITUENCY

WHAT HAS BEEN YOUR EXPERIENCE WITH OTHER BOARDS/ORGANIZATIONS  
THAT YOU BELIEVE WOULD BE BENEFICIAL TO YOU SERVING IN THIS POSITION?

ALTHOUGH I HAVE NOT BEEN ON OTHER BOARDS  
OR ORGANIZATIONS I BELIEVE IN TEAM WORK  
AND CONSENSUS

CURRENT OCCUPATION AND LAST TEN YEARS EMPLOYMENT HISTORY:

I AM RETIRED BUT HAVE WORKED IN THE  
HOTEL + RESTAURANT BUSINESSES, PRIOR  
TO THAT A RETAILER.

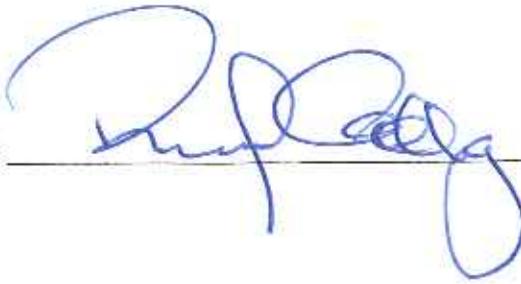
EDUCATIONAL BACKGROUND: BACHELORS + MASTERS DEGREES  
IN EDUCATION

WHAT ADDITIONAL INFORMATION WOULD YOU LIKE US TO KNOW TO BETTER  
ASSESS YOUR SUITABILITY FOR THIS APPOINTMENT?

BECAUSE OF MY MANY YEARS AS AN AVALON  
RESIDENT I HAVE STRONG RELATIONSHIPS WITH  
A DIVERSE GROUP OF PEOPLE

REFERENCES: (Provide Name and Phone Number)

1. AUNTIE MARSHALL      310-339-2935
2. ROSSELL ARMSTRONG      310-948-1011
3. KATHLEEN GOSSELIN      310-510-0665

SIGNATURE:       DATE 5/31/16

- Deadline June 10th  
- Appointments June 21



**CITY OF AVALON**  
**Planning Commission Application Form**

If you are interested in serving on one of the various commissions or committees, please complete the attached application and supplemental questionnaire and return it to the City of Avalon, 410 Avalon Canyon Road, Post Office Box 707, Avalon, CA, 90704. This application is also available on the City's website [www.cityofavalon.com](http://www.cityofavalon.com).

**If possible, applicants are asked to attend at least one meeting of the commission or committee for which they are applying prior to participating in the application process.**

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

**Please Print:**

MS./MRS./MR.: TIM TYLER  
TELEPHONE: 9412 HOME (626) 614-6241 (CELL) WORK  
HOME ADDRESS: 18 CABRILLO  
MAILING ADDRESS: Box 2253  
YEAR YOU BECAME AN AVALON RESIDENT: 92-97-~~to~~ 08 to Present  
ARE YOU A REGISTERED VOTER IN THE CITY OF AVALON? YES  
WOULD YOU BE ABLE TO ATTEND DAYTIME MEETINGS? YES  
WOULD YOU BE ABLE TO ATTEND EVENING MEETINGS? YES

DESCRIBE YOUR INTEREST IN THE PLANNING COMMISSION

MY DAD WAS CHAIRMAN OF PLANNING COMMISSION IN PASADENA FOR 12 YR - I SAW WHAT GOOD CAN HAPPEN WITH GOOD PLANNING.

WHAT PERSONAL STRENGTHS DO YOU HAVE THAT WOULD MAKE YOU QUALIFIED FOR THIS POSITION?

I LIKE GOOD PLANNING & ARCHITECTURE

WHAT HAS BEEN YOUR EXPERIENCE WITH OTHER BOARDS/ORGANIZATIONS THAT YOU BELIEVE WOULD BE BENEFICIAL TO YOU SERVING IN THIS POSITION?

PRES. PASADENA YOUTH HOUSES - 6 YR

PRES. CITIZEN PASADENA KIWANIS 4 YR

CURRENT OCCUPATION AND LAST TEN YEARS EMPLOYMENT HISTORY:

I RETIRED IN 08 - FROM 2000 TO RETIREMENT I

WORKED AS A CONST. ADMINISTRATOR FOR A ARCHITECTURAL FIRM IN PASADENA

EDUCATIONAL BACKGROUND: 4 YR MAJOR IN CONST. W/ ALL

ELECTIVES IN ARCHITECTURE

WHAT ADDITIONAL INFORMATION WOULD YOU LIKE US TO KNOW TO BETTER ASSESS YOUR SUITABILITY FOR THIS APPOINTMENT?

GOOD CITIES COME FROM GOOD PLANNING, THEY DON'T HAPPEN BY ACCIDENT.

REFERENCES: (Provide Name and Phone Number)

1. DOUG BARBARD 1774
2. BOB REYN 0948
3. \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

A stylized handwritten signature in black ink, appearing to be 'A. D.' followed by a flourish.

DATE 5/16/16



**CITY OF AVALON**  
**Planning Commission Application Form**

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**Please Print:**

MS./ ~~MRS~~ / MR.: SANDRA PUTNAM

TELEPHONE: 310-510-1283  
HOME WORK

HOME ADDRESS: 110 MAIDEN LANE, AVALON

MAILING ADDRESS: P.O. BOX 705

YEAR YOU BECAME AN AVALON RESIDENT: 1943

ARE YOU A REGISTERED VOTER IN THE CITY OF AVALON? YES

WOULD YOU BE ABLE TO ATTEND DAYTIME MEETINGS? YES

WOULD YOU BE ABLE TO ATTEND EVENING MEETINGS? YES

DESCRIBE YOUR INTEREST IN THE PLANNING COMMISSION

CONCERNED AND CARE ABOUT AVALON - ESPECIALLY  
GROWTH & FUTURE DEVELOPMENT AND MAINTAINING  
AESTHETICS AND VIABILITY, INFRASTRUCTURE OF CITY

WHAT PERSONAL STRENGTHS DO YOU HAVE THAT WOULD MAKE YOU QUALIFIED FOR THIS POSITION?

HAVE HAD CONTRACTORS LICENSES (C-36, C-20), WORKED  
FOR GENERAL CONTRACTORS, SUPERVISION, FORWARD  
PLANNING, PULLED PERMITS IN SEVERAL CITIES, COUNTIES,  
WORKED W/ INSPECTORS

WHAT HAS BEEN YOUR EXPERIENCE WITH OTHER BOARDS/ORGANIZATIONS THAT YOU BELIEVE WOULD BE BENEFICIAL TO YOU SERVING IN THIS POSITION?

PHCC - GLAA - (2nd biggest Plumbing Assn in US) - ON BOARD  
& WENT THROUGH CHAIRS TO PRESIDENT)  
IN THAT POSITION(S) WORKED WITH CSLB

WORKED FOR LARGEST RESIDENTIAL & DEVELOPER IN CALIF,  
INCLUDING HUD PROGRAMS

PLANNING DEPT. COORDINATOR AT WM. PEREIRA - WHILE  
THEY WERE DEVELOPING AVALON MASTER PLAN  
CURRENT OCCUPATION AND LAST TEN YEARS EMPLOYMENT HISTORY:

MANAGE FAMILY OWNED PROPERTIES  
IN AVALON

EDUCATIONAL BACKGROUND: AVALON SCHOOLS

GEORGETOWN UNIV - BSFS

WHAT ADDITIONAL INFORMATION WOULD YOU LIKE US TO KNOW TO BETTER ASSESS YOUR SUITABILITY FOR THIS APPOINTMENT?

I CAN READ PLANS

I SPEAK SPANISH

REFERENCES: (Provide Name and Phone Number)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

SIGNATURE: Sandra Putnam DATE 5/16/16

## Denise Radde

---

**From:** Eric Huart <EricHuart@CatalinaISP.Com>  
**Sent:** Wednesday, June 01, 2016 12:16 AM  
**To:** Denise Radde  
**Subject:** Planning Commission Reappointment

Hi Denise,

This is my request to be reappointed to the Planning Commission. Let me know what you need to formalize the request.

Thank you,

Eric Huart  
310 346-1959

## Denise Radde

---

**From:** Yoli Montano <yoli@hotelmetropole.net>  
**Sent:** Monday, May 23, 2016 9:30 AM  
**To:** Denise Radde  
**Subject:** New term

Good Morning honorable Mayor and Council members,

I would like to continue my term for the City of Avalon's Planning Commission.

Thank you for your consideration.

Best Regards,

Yolanda Montano

Can you please forward to the Council.

RECOMMENDATION RE: CRUISE SHIP PIER  
TO THE CITY COUNCIL  
CITY OF AVALON  
June 21, 2016

Historical Summary:

1. Commencing in approximately 2007, on multiple occasions, the Chamber's representatives were informed by all of the various cruise lines that serve the West Coast of North America that Catalina, being a tendering port only, would eventually not have any ship calls. Further, that if Catalina had a cruise ship berthing facility all of these lines would be likely to call Catalina and that some of those currently calling at Catalina would call more often.
2. The Chamber formed a committee which proposed that a Feasibility Study be conducted to determine if a cruise ship berthing facility was feasible, and in addition, an Economic Study to determine if such a facility was economically feasible.
3. The City of Avalon, one of the Cruise Lines each contributed \$10,000 for the Feasibility Study and the Chamber contributed the balance for the Feasibility Study. The Chamber of Commerce paid the costs of the Economic Study. The results of both studies and the Chamber's recommendations were presented to the City Council on June 17, 2014 (Please see materials presented on June 17, 2014 provided)

Recommendations:

1. Direct staff to commence confidential negotiations for a Memorandum of Understanding regarding the financing of a Cruise Ship Berthing Facility that will provide that repayment will be entirely out of cruise ship wharfage fees and if there are insufficient fees or none that the City will be relieved from repayment.
2. Direct staff to communicate with PMG to obtain assurances, including wave-tank testing if necessary, from SeaWalk that the pier will safely function in Catalina's long period swells during high sea episodes.
3. Upon receipt of the results of (1) and (2) above conduct a hearing to decide whether or not to build a cruise ship berthing facility.

**Feasibility Study  
of a  
Cruise Ship Berthing Facility  
for Avalon**

Commissioned by  
Catalina Island Chamber of Commerce  
& Visitors Bureau, Inc.  
Completed April 2014

**Why?**

- Numerous cruise line executives, on numerous occasions, have told us there will come a day when cruise lines will no longer call at destinations that require tendering to get passengers ashore.

## Why? Impacts of Cruise Ship Visitors

Cruise Ship Visitor Expenditures

Ann'l Visitors	Food & Bev	Sightseeing	Retail	Total
160,000	\$5,524,800	\$8,372,800	\$5,777,600	\$19,675,200
240,000	\$8,287,200	\$12,559,200	\$8,666,400	\$29,512,800
270,000	\$9,323,100	\$14,129,100	\$9,749,700	\$33,201,900

Taxes & Fees to City of Avalon

Ann'l Visitors	Sales Tax	Admissions	Harbor Use	Wharfage	Total
160,000	\$169,536	\$167,456	\$293,048	\$400,000	\$1,030,040
240,000	\$254,304	\$251,184	\$439,572	\$600,000	\$1,545,060
270,000	\$286,092	\$282,582	\$494,519	\$675,000	\$1,738,193

## Why? Impacts of Cruise Ship Visitors

- Informal Survey of Cruise Line Itinerary Planners/Directors about the impact of a berthing facility in Avalon:
  - Royal Caribbean: More likely to schedule calls
  - Princess Cruises: More likely to schedule calls
  - Holland America: More likely to schedule calls
  - Disney Cruise Line: More likely to schedule calls
  - Crystal Cruises: More likely to schedule calls
  - Seabourn Cruise Line: More likely to schedule calls

## How?

- Feasibility study begun about 8 years ago
  - Funded through the Chamber's budget AND donations from
    - About a dozen Avalon businesses
    - \$10,000 from the City of Avalon & 1 cruise line
- This study examined:
  - Options
  - Reactions from regulatory agencies
  - Financing the facility

## Underlying Principles

- We have NO money
- Costs will be financed, guaranteed, or otherwise provided for by the Cruise Industry
- Financing is totally self-amortizing with NO financial burden on the City of Avalon or its citizens
- In the event financing is not repaid in full, title to the facility shall pass to the Cruise Industry

Part I: Options  
Part II: Regulators' Reactions  
Part III: Financing

Part I: Options



*A Study to Determine the Feasibility of a Cruise Ship Berthing Facility*

for Avalon, California

November, 2011

Submitted by:

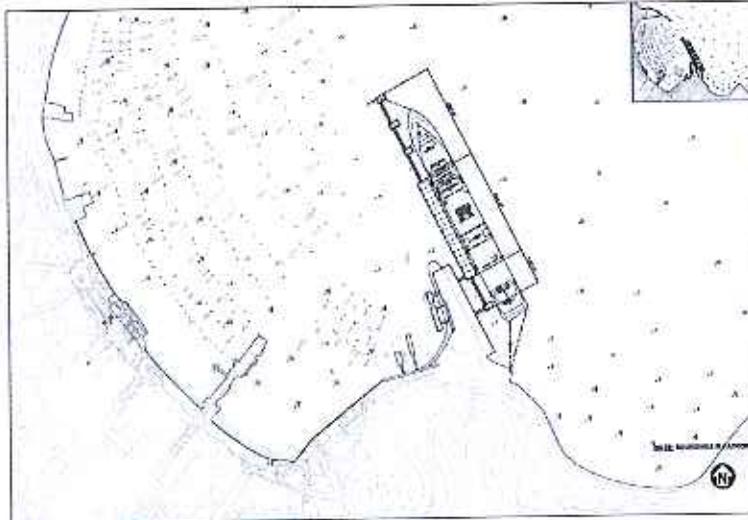
**Ports & Maritime Group Int.**

Teamed with:

**MAC Maritime, Ltd**

&

**URS**



**Option 1 - Plan view**

*Berthing Study for Avalon Harbor, Catalina Island*



### Catalina Berthing Studay - Estimate of Probable Construction Cost

#### OPTION 1

Description	Qty	Units	Unit	Amount	Total
Mobilization/Demobilization	1	Lump Sum	300,000	\$300,000	\$300,000
54" x 2" Steel Piles x 240 ft Long - Main Deck	57	Each	100,000	\$5,700,000	\$5,700,000
54" x 2" Steel Piles x 240 ft Long - 1 Mooring Dolphins	24	Each	100,000	\$2,400,000	\$2,400,000
24 inch concrete deck - (50 ft x 444 ft) Main Deck	22200	SF	300	\$6,660,000	\$6,660,000
24 inch concrete deck - 4 x (26 ft x 40 ft) Mooring Dolphins	4160	SF	300	\$1,248,000	\$1,248,000
Fenders	4	Each	20,000	\$80,000	\$80,000
150 Ton Bollards	6	Each	6,600	\$39,600	\$39,600
Walkways	592	Lump Sum	2,100	\$1,243,200	\$1,243,200
On Shore Mooring Anchors	1	Each	300,000	\$300,000	\$300,000
Sub Total:					\$17,970,800
Contingency:				25%	\$4,492,700
Sub Total:					\$22,463,500
Soft Cost(A):				20%	\$4,492,700
<b>Total Pier Alongside Mole</b>					<b>\$26,956,200</b>

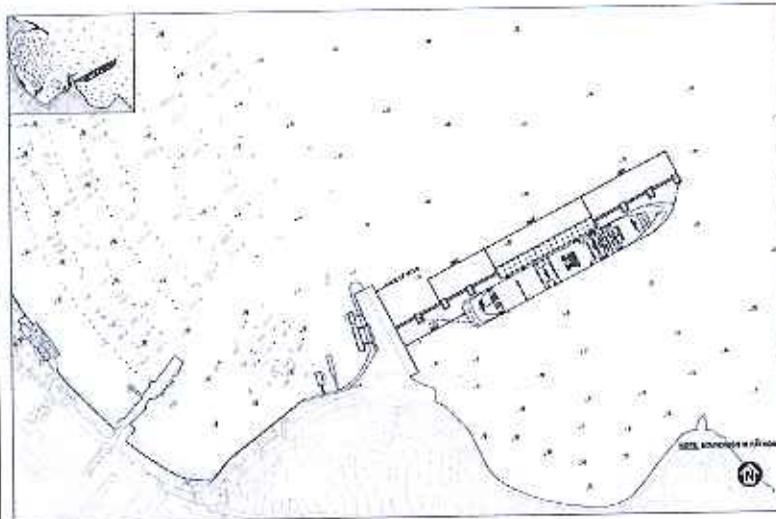
Note A Soft costs include environment reports(EIR), Geotechnical, Engineering, permits, inspections and construction services

**Excluded:**

- 1 Upgrades to Mole structure

**\$27 million**

Estimated 18 months construction



**Option 2 - Plan View Pier Perpendicular to Mole**  
 Berthing Study for Avalon Harbor , Catalina Island



**Catalina Berthing Studay - Estimate of Probable Construction Cost**

**OPTION 2**

Description	Qty	Units	Unit	Amount	Total
Mobilization/Demobilization	1	Lum Sum	300,000	\$300,000	\$300,000
54" x 2" Steel Piles x 240 ft Long - Main Deck	57	Each	100,000	\$5,700,000	\$5,700,000
54" x 2" Steel Piles x 240 ft Long - 6 Mooring Dolphins	36	Each	100,000	\$3,600,000	\$3,600,000
24 inch concrete deck - (50 ft x 444 ft) Main Deck	22200	SF	300	\$6,660,000	\$6,660,000
24 inch concrete deck - 6 x (26 ft x 40 ft) Mooring Dolphins	6240	SF	300	\$1,872,000	\$1,872,000
Fenders	4	Each	20,000	\$80,000	\$80,000
150 Ton Bollards	8	Each	6,600	\$52,800	\$52,800
Walkways	712	LF	2,100	\$1,495,200	\$1,495,200

Sub Total \$19,760,000

Contingency: 25% \$4,940,000

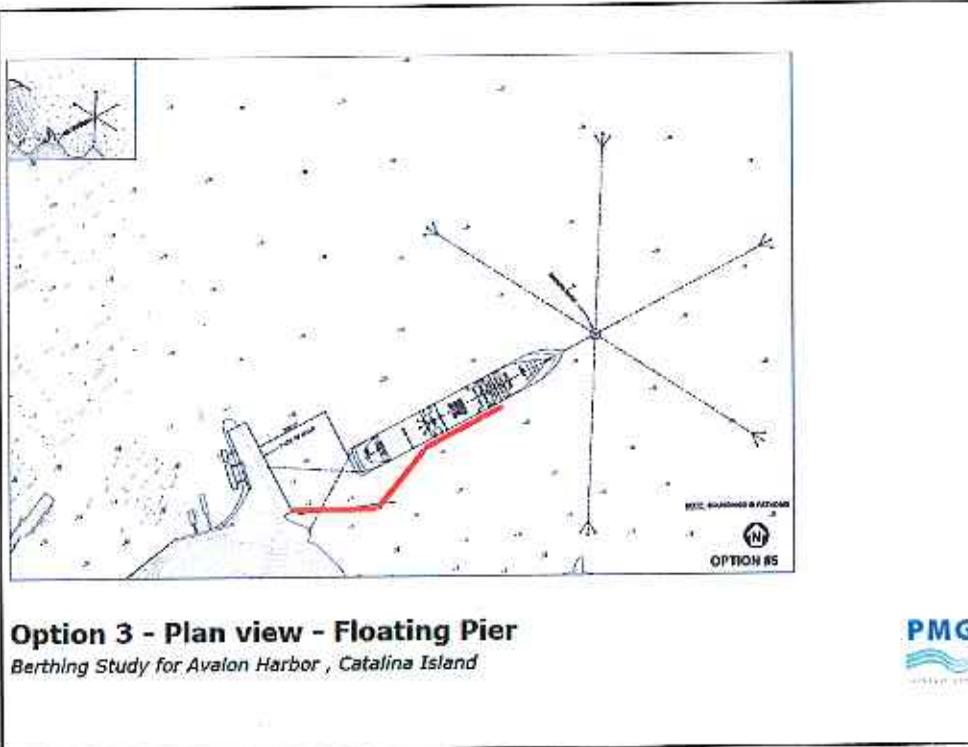
Sub Total \$24,700,000

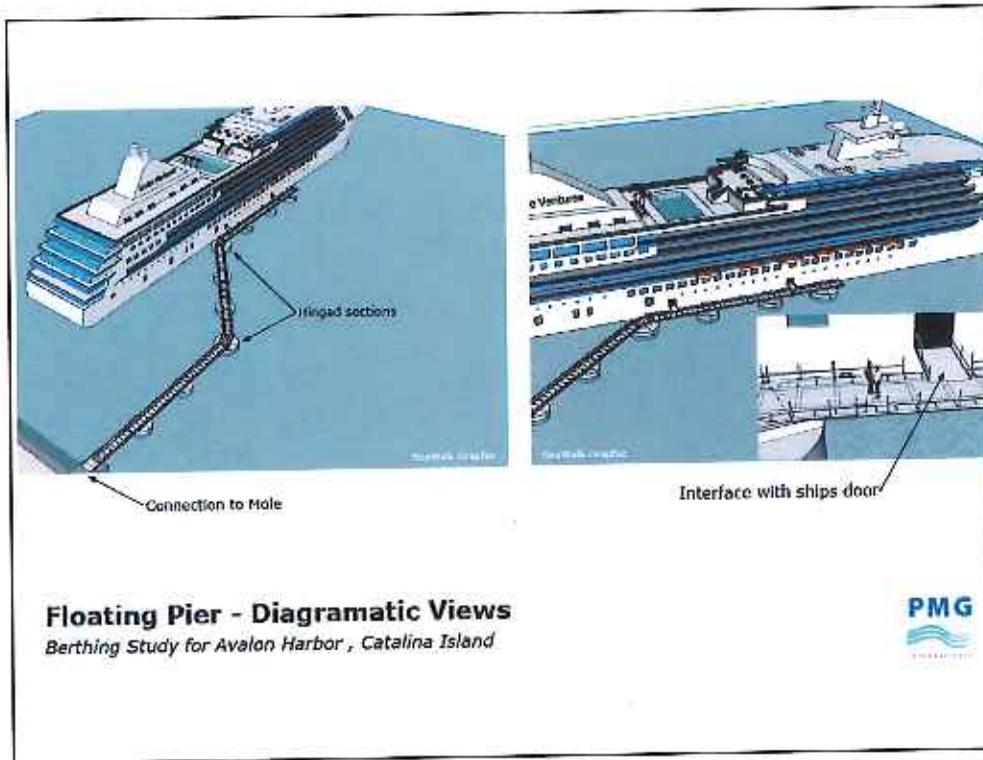
Soft Costs (20%) \$4,940,000

**Total Pier cost off Mole \$29,640,000**

**\$29.6 million**

Estimated 18 months construction





**OPTION 3**

Description	Qty	Units	Unit	Amount	Total
Mobilization/Demobilization	1	Lump Sum	300,000	\$300,000	\$300,000
Single Anchor Leg Mooring (SALM) (Note B)	1	Each	2,800,000	\$2,800,000	\$2,800,000
Shipping	1	Lump Sum	400,000	\$400,000	\$400,000
Installation	1	Lump Sum	1,000,000	\$1,000,000	\$1,000,000
On Shore Mooring Anchors	2	Each	300,000	\$600,000	\$600,000
					\$5,100,000
				25%	\$1,275,000
					\$6,375,000
				20%	\$1,275,000
					\$7,650,000
Floating Pier (SeaWalk)					\$6,500,000

**Grand Total Option 3** **\$14,150,000**

\$14.1 million

Estimated 6 months construction

**Note A** Soft costs include environment reports(EIR), Geotechnical, Engineering, permits, inspections and construction services.

**Note B** Estimated cost provided by SMB Offshore

**Excluded:**

- 1 Upgrades to Mole structure

## Option 4: Sea & Air Terminal Island Enterprises



## Cost Recap

- |                                   |              |
|-----------------------------------|--------------|
| • Option 1: Fixed Pier            | \$26,956,200 |
| • Option 2: Fixed Pier            | \$29,640,000 |
| • Option 3: SeaWalk Floating Pier | \$14,150,000 |
| • Option 4: Sea & Air Terminal    | Not Known    |

## Part II: Regulators' Reactions

### Regulators' Reactions

- The four options were reviewed by:
  - California Coastal Commission
  - California State Lands Commission
  - California Department of Fish & Wildlife
- Proposals submitted to but responses not received from:
  - Los Angeles Regional Water Quality Control Board
  - United States Army Corps of Engineers

## Regulators' Reactions

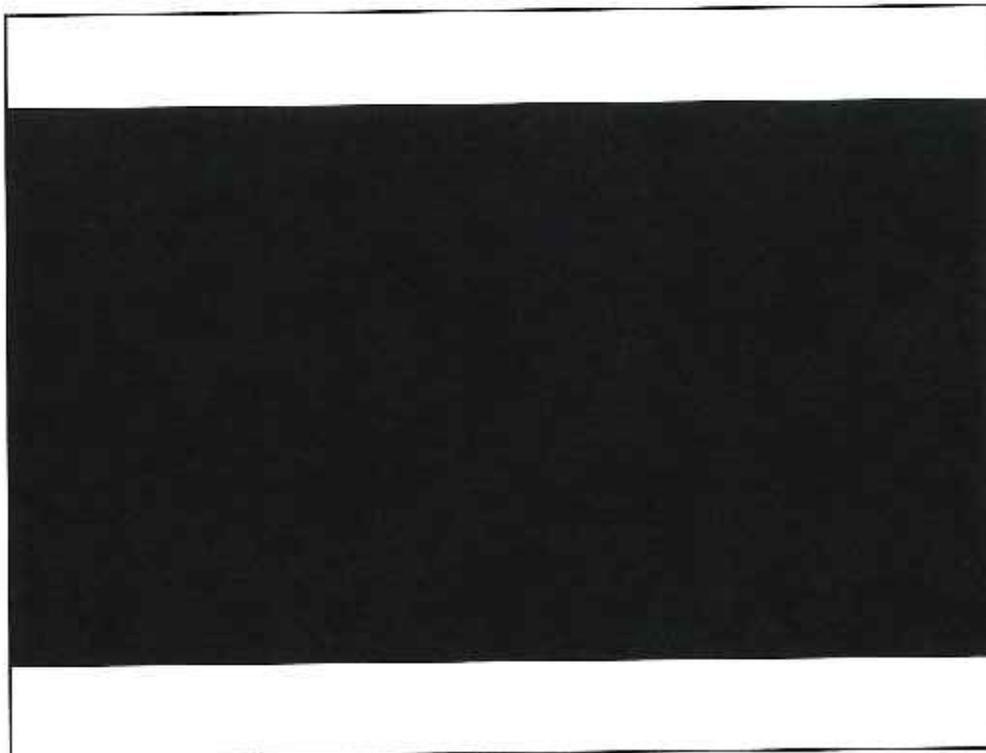
- Options 1 & 2: Fixed Piers
  - Appear feasible with significant mitigation measures
  - Most likely require a full EIR due to a probable finding of significant impacts
    - Shading impacts
    - Large number of piles
      - Considered “significant fill”
      - Requires full habitat compensation
    - When the cruise ship leaves, the impacts do not leave

## Regulators' Reactions

- Option 3: Floating Pier
  - Received the most favorable responses
    - May have the least native habitat and species impacts
    - May be preferred to the existing situation (anchoring)
    - Short term shading issues
- Option 4: Sea & Air Terminal
  - Fish & Wildlife and Coastal Commission vehemently opposed
  - “. . . no amount of habitat compensation that could mitigate the habitat lost to the land fill.”

## Regulators' Reactions

- From the standpoint of the regulators, Option 3, the floating pier, faces the least objections and fewest mitigations of the options reviewed.



## Part III: Financing

### Financing

- Lisa Grobar, Ph.D.
  - Professor of Economics
  - California State University, Long Beach
- Assumptions
  - Initial wharfage fee of \$10.50 per passenger
    - \$2.50 retained by City of Avalon (current fee 2014)
    - \$1.50 to the City of Avalon's General Fund
    - \$6.00 for debt reduction & interest
    - \$0.50 for maintenance of the facility

## Financing

- Assumptions (continued)
  - 160,000 cruise line passengers annually
    - 117,000 in 2014
    - 201,000 in 2015
    - 99,000 – May 2016
  - \$14 million debt at various interest rates

Passengers	4%	5%	6%
160,000	22.0 years	26.3 years	34.8 years
240,000	12.3 years	13.4 years	14.7 years
270,000	10.7 years	11.4 years	12.3 years

# Next Steps?

## Next Steps

- Incorporate the SeaWalk floating pier into the Mole Renovation Plan
  - Permit everything at the same time! Save \$
- Direct staff to develop a Memorandum of Understanding (MOU) with guarantors

## SeaWalk



CITY OF AVALON CITY COUNCIL

MEETING DATE: June 21, 2016

AGENDA ITEM: 18

ORIGINATING DEP: City Attorney

CITY MANAGER: DR

PREPARED BY: City Attorney Scott Campbell

SUBJECT: Letter to California Public Utilities Commission Requesting Expedited Decision on Request for Rehearing

---

**RECOMMENDED ACTION(S):**

Consider Councilmember Sampson's Request to Authorize the City Attorney to write and transmit a letter to the California Public Utilities Commission ("CPUC" or the "Commission") requesting an expedited hearing and/or ruling on the pending application for rehearing of the Commission's decision in consolidated proceedings A.14-10-015 and A.15-01-005.

**REPORT SUMMARY:**

On March 7, 2016, the CPUC issued its Decision No. 16-02-024 granting Avalon Freight Services, LLC ("AFS") and Curtin Maritime Corporation ("Curtin") Certificates of Public Convenience and Necessity with respect to the establishment and operation of scheduled vessel common carrier service transporting freight between the Port of Long Beach and all points on Santa Catalina Island, and between any points on Santa Catalina Island.

On April 6, 2016, Curtin filed with the Commission an Application for Rehearing of Decision (the "Application"), pursuant to Rule 16.1 of the Commission's Rules of Practice and Procedure (the "Rules"). AFS filed their response in opposition to Curtin's Application on April 20, 2016 and the Commission has not yet ruled on the Application or scheduled oral argument on the Application. The Rules provide no time limit or deadline by which the CPUC must rule on an application for rehearing of one of their prior decisions. The Rules merely provide for the filing of an application for rehearing by a party and other parties may oppose. Further, the Commission may decide whether to allow oral argument. The Rules don't set forth any timeline for setting the argument or making the decision, with or without the oral argument.

At its Regular Meeting on April 5, 2016 (the day before AFS filed its Application), the City Council voted to authorize the City Attorney to write a letter to the California Attorney General requesting direction on what the City must do to provide for multiple freight carriers servicing the City at the Pebbly Beach Road location. A copy of the letter to the Attorney General is attached. Currently, while three freight carriers have CPUC Certificates to deliver freight service to the City, only one has access to the Santa Catalina Island Company's Pebbly Beach landing and warehouse site as of April 1.

As the Council is aware, access to the Pebbly Beach site is over State Lands, but the current lease between the Island Company and State Lands Commission does not require that access be provided to all freight carriers.

Regarding the City's request for guidance, the Attorney General's Office has indicated that they will not act on the City's request until the pending matters before the CPUC are finally resolved. Given AFS's outstanding Application for rehearing, the matter has not been finally resolved. Further, given the lack of definitive deadlines in the Rules, it is possible that it might not be resolved for many months.

Accordingly, Councilmember Sampson has placed this item on the agenda to obtain approval from the City Council for the City Attorney to write to the Commission requesting expedited treatment of the pending application for a rehearing so that, if necessary, the Attorney General may proceed with its processing of the City's request for guidance on the question of access, and so that the on-going questions of access may be finally concluded, giving the public and the City answers regarding the status of the request for multiple freight lines.

**FISCAL IMPACTS:**

The cost of preparing the letter.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:**

No letter would be sent and the City and the parties to the CPUC proceeding continue to wait for the Commission's decision on the application for rehearing.

**FOLLOW UP ACTION:**

Draft and send the letter if directed.

**ADVERTISING, NOTICE AND PUBLIC CONTACT:**

Notice pursuant to the Brown Act.

**ATTACHMENTS:**

Letter dated April 12, 2016 to Attorney General Kamala Harris.



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Indian Wells  
(760) 568-2611  
Irvine  
(949) 253-2600  
Ontario  
(909) 989-8584  
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(951) 686-1450

300 South Grand Avenue, 25th Floor, Los Angeles, CA 90071  
Phone: (213) 617-8100 | Fax: (213) 617-7480 | www.bbklaw.com

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San Diego  
(619) 525-1300  
Walnut Creek  
(925) 977-3300  
Washington, DC  
(202) 785-0600

Scott H. Campbell  
(213) 617-7489  
scott.campbell@bbklaw.com  
File No. 65059.00000

April 12, 2016

**BY CERTIFIED MAIL,  
RETURN RECEIPT REQUESTED**

Kamala Harris  
Attorney General of the State of California  
Attorney General's Office  
California Department of Justice  
Attn: Public Inquiry Unit  
P.O. Box 944255  
Sacramento, CA 94244-2550

Re: Freight Service for the City of Avalon

Dear Ms. Harris:

Our office serves as the City Attorney for the City of Avalon. The City is seeking specific direction from you on what actions the City can take to ensure that multiple freight line carriers can deliver freight services to residents of the City. The California Public Utilities Commission ("CPUC") has recently concluded a lengthy process whereby three freight lines have been authorized to deliver freight to City residents. A copy of the CPUC order is attached.

Currently, there is only one area in the City that freight lines can land to deliver freight. The freight landing area is adjacent to a warehouse that is owned by the Santa Catalina Island Company ("SCICo") who has a new lease with only one freight company. SCICo has not agreed to allow the other two freight companies access to their property so that they can unload and pick up freight, even though those freight lines have CPUC approval for freight services.

The State Law Commission, which has a lease with SCICo for land over which freight lines travel, has refused to mandate that SCICo allow the two other freight lines access to its property. A copy of the State Land action regarding SCICo's lease is attached.

The City and its citizens would like to have as much competition as possible. If SCICo is only allowing one company access to its property, such competition will not occur.

As such, the City is seeking specific direction from you concerning what actions it can take to ensure that all CPUC approved freight companies can service City residents, assuming that the only access point for freight lines is at the property location owned by SCICo.



**BEST BEST & KRIEGER LLP**  
ATTORNEYS AT LAW

Kamala Harris  
Attorney General's Office  
California Department of Justice  
April 12, 2016  
Page 2

If you have any questions or need more information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott H. Campbell', written over a horizontal line.

Scott H. Campbell  
of BEST BEST & KRIEGER LLP

SHC:emg

cc: Avalon City Council

Enclosures