SPECIAL JOINT CITY COUNCIL / PLANNING COMMISSION MEETING
TUESDAY, SEPTEMBER 16, 2014- 3:00-5:00 P.M

REGULAR CITY OF AVALON CITY COUNCIL MEETING
WILL FOLLOW AT 6:00 P.M.
AND WILL ALSO INCLUDE A MEETING OF THE
CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE
AVALON COMMUNITY IMPROVEMENT AGENCY
CITY COUNCIL CHAMBERS
410 AVALON CANYON ROAD, AVALON
AGENDA

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.

PRIOR TO THE REGULAR CITY COUNCIL MEETING THERE WILL BE A SPECIAL JOINT MEETING OF THE CITY COUNCIL AND PLANNING COMMISSION FROM 3:00-5:00 P.M. IN THE CITY COUNCIL CHAMBERS.

SPECIAL JOINT CITY COUNCIL / PLANNING COMMISSION MEETING AGENDA – 3:00 P.M.

CALL TO ORDER / ROLL CALL

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

1. Study Session on Conditional Use Permits for Transient Rentals.

Adjournment of Special Joint City Council and Planning Commission Meeting.

REGULAR MEETING AGENDA STARTING AT 6:00 P.M.

CALL TO ORDER / PLEDGE OF ALLEGIANCE / INVOCATION

ROLL CALL

ANNOUNCEMENTS / WRITTEN COMMUNICATIONS

PRESENTATION - None

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 August 19, 2014 City Council meeting.

2. Expenditures Submitted for Approval
   - Warrants in the amount of $147,159.47
   - Warrants in the amount of $7,197.50

   Recommended Action
   Approve total expenditure amount of $154,356.97.

3. Expenditures Submitted for Approval
   - Warrants in the amount of $432,675.70
   - Two Electric Fund Transfer in the amount of $117,764.91
   - Payroll in the amount of $194,966.43

   Recommended Action
   Approve total expenditure amount of $745,407.04.

4. Expenditures Submitted for Approval
   - Warrants in the amount of $39,608.61

   Recommended Action
   Approve total expenditure amount of $39,608.61.

5. Expenditures Submitted for Approval
   - Warrants in the amount of $475,395.80
   - Two Electric Fund Transfer in the amount of $119,442.18
   - Payroll in the amount of $201,969.27

   Recommended Action
   Approve total expenditure amount of $796,807.25.

GENERAL BUSINESS

6. Request for Letter of Support from Avalon Freight Services, LLC
In January, Avalon Freight Services, LLC was selected as the successful candidate for the contract to provide freight service between the mainland and the island. Avalon Freight Services is required to apply with the California Public Utilities Commission for an operating permit and as part of that process the City has been asked to submit a letter of support on their behalf.
Recommended Action
Review and consider request for letter of support from Avalon Freight services, LLC in their California Public Utilities Commission (CPUC) operating permit application.

7. Consideration of an Ordinance Amending Avalon Municipal Code Sections 1-8.01 thru 1-8.07 Regarding Reasonable Accommodations
The Fair Housing Act, as amended in 1988, and the Americans with Disabilities Act requires that cities provide reasonable accommodation to rules, policies, practices, services, and procedures where such accommodation may be necessary to afford individuals with disabilities equal housing opportunities.
Recommended Action
Introduce and waive all readings of an ordinance amending Avalon Municipal Code Sections 1-8.01 thru 1-8.07 regarding Reasonable Accommodations.

8. Classification & Compensation Study-Professional Services Agreement
The City's most recent classification and compensation study was completed in 2006 with earlier studies occurring in 1994 and 1989. Per the City's personnel rules and regulations, the City shall complete a comprehensive review of the classification plan and pay structure every five years.
Recommended Action
Authorize the City Manager to execute the professional services agreement with Koff & Associates to conduct the citywide classification and compensation study for an amount not to exceed $53,544.

9. State of Emergency Proclamation
On September 2, 2014 the City of Avalon City Council held a Special City Council Meeting and passed a Resolution proclaiming a Local State of Emergency due to damages from Hurricane Marie. Staff will discuss the general next steps, as well as the impacts of different actions, including when to terminate the Local State of Emergency.
Recommended Action
Discuss the status of the State of Emergency Proclamation and the required follow up actions.

******The next two items in General Business and Closed Session are the "City of Avalon acting as the Successor Agency to the Avalon Community Improvement Agency"**

10. Draft Recognized Obligation Payment Schedule (ROPS 14-15B) for January through June 2015
Health and Safety Code ("HSC") Section 34177 requires the Successor Agency to prepare and submit a Recognized Obligation Payment Schedule ("ROPS"), prior to each six-month fiscal period, to the Oversight Board, County Auditor-Controller, State Controller's Office, and State Department of Finance for review and approval. For the ROPS period of January 1, 2015 to June 30, 2015 (ROPS 14-15B), the statute requires that an Oversight Board-approved ROPS be submitted to the State by no later than October 3, 2014.
Recommended Action
That the City Council acting as Successor Agency adopt "A Resolution of the City of Avalon as Successor Agency to the Avalon Community Improvement Agency Approving a Draft Recognized Obligation Payment Schedule and Draft Successor Agency Administrative Budget for the Six-Month Fiscal Period Beginning July 1, 2014 and Ending December 31, 2014."

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Paragraph (1) of Subdivison (d) of Section 54956.9
Long Beach Unified School District v. City of Avalon, et al. LASC Case No. 137598

CITY MANAGER REPORT

CITY ATTORNEY REPORT

COUNCILMEMBER REPORTS

MAYOR REPORT

ADJOURN

NOTICE OF POSTING

I, Denise Radde, declare that the City Council Agenda for September 16, 2014 was posted on Wednesday, September 10, 2014, on the City's website www.cityofavalon.com, and at City Hall, 410 Avalon Canyon Road. Copies of agendas and staff reports are available at City Hall.

Denise A. Radde, City Clerk / Chief Administrative Officer

CITY OF AVALON CITY COUNCIL

MEETING DATE: September 16, 2014 **AGENDA ITEM:** 1

ORIGINATING DEP: City Clerk **CITY MANAGER:**

PREPARED BY: Denise Radde, City Clerk

SUBJECT: City Council Actions

RECOMMENDED ACTION(S): Approve City Council Actions from the regular City Council meeting on August 19, 2014.

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

FISCAL IMPACTS: N/A

GOAL ALIGNMENT: To be determined.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION: N/A

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

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

ATTACHMENTS: City Council Actions

CITY OF AVALON CITY COUNCIL

MEETING DATE: September 16, 2014

AGENDA ITEM: 2

ORIGINATING DEP: Finance

CITY MANAGER: BH

PREPARED BY: Chris Woidzik, Interim CFO

SUBJECT: Warrant List

RECOMMENDED ACTION(S): Approve the warrants in the amount of $147,159.47 and $7,197.50 for a total expenditure of $154,356.97.

REPORT SUMMARY: Attached you will find the warrant list for all general warrants issued for the dates indicated drawn on U.S. Bank. The warrant list represents check number #18753 - 18779 in the amount of $147,159.47 and check number #18914 in the amount of $7,197.50.

GOAL ALIGNMENT: Ongoing meeting of City obligations.

FISCAL IMPACTS: There are sufficient funds available, and the expenditures have been approved in the adopted fiscal year 2013-2014 budget.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION: N/A

FOLLOW UP ACTION: N/A

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

ATTACHMENTS: Audit Certificate and Warrant List

RECORD OF CHECKS DRAWN ON AUGUST 15 & AUGUST 18 FOR CM OF SEPTEMBER 16, 2014

MONTH OF AUGUST

US BANK WARRANT # 18753-18779	$147,159.47	8/15/2014
US BANK WARRANT # 18914	$7,197.50	8/18/2014

$154,356.97

TOTAL DISBURSEMENTS **$154,356.97**

CERTIFICATE

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

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

EXECUTED THIS 16TH DAY OF SEPTEMBER 2014

APPROVED AND AUDITED
THIS 16TH DAY OF SEPTEMBER 2014

AUDIT COMMITTEE - RICHARD HERNANDEZ

AUDIT COMMITTEE - CINDE CASSIDY

INTERIM CFO - CHRIS WOIDZIK

WARRANT LIST

AVALON CITY COUNCIL
MEETING OF SEPTEMBER 16, 2014

CHECK NUMBER		AMOUNT	PAYEE	DESCRIPTION
18838	08/15/14	178.24	AT & T	COMMUNICATIONS - FIRE
18839	08/15/14	1,421.22	AVALON MOORING & DIVING	SERVICE - JUNE 2014
18840	08/15/14	6.62	CARMENITA TRUCK CENTER	SUPPLIES - GARAGE
18841	08/15/14	2,957.00	EAGLE ELECTRIC	SERVICE - ADMIN
18842	08/15/14	353.60	H.S. SEAFOOD, INC	SUPPLIES - FUEL DOCK
18843	08/15/14	16.00	ISLAND EXPRESS	FREIGHT - GARAGE
18844	08/15/14	100.00	JUDICIAL DATA SYSTEMS	PARKING CITATIONS - JUNE 14
18845	08/15/14	24.08	MED-TECH RESOURCE, INC.	SUPPLIES - FIRE
18846	08/15/14	5,250.08	MINUTO, PHILIP	SERVICE - GRAND PRIX
18847	08/15/14	690.00	MR. NING'S	SENIOR MEALS - JUNE 2014
18848	08/15/14	132.42	NAPA AUTO PARTS	SUPPLIES - GARAGE
18849	08/15/14	500.00	RBF CONSULTING	SERVICE - JUNE 2014
18850	08/15/14	734.72	REGIONAL GOVERNMENT SVCS	SERVICE - PLANNING
18851	08/15/14	14,286.25	ROSENOW SPEVACEK GROUP	CONTRACT SVCS - SA
18852	08/15/14	2,030.00	SIRIA'S CLEANING SERVICE	APR-JUNE 14 JMF/TREMONT HALL
18914	08/18/14	7,197.50	ROSENOW SPEVACEK GROUP	CONTRACT SVCS - HOUSING AU
		$154,356.97		

CITY OF AVALON CITY COUNCIL

MEETING DATE: September 16, 2014

AGENDA ITEM: 3

ORIGINATING DEP: Finance

CITY MANAGER: BH

PREPARED BY: Chris Woidzik, Interim CFO

SUBJECT: Warrants

RECOMMENDED ACTION(S): Approve the warrants in the amount of $432,675.70, two electronic fund transfers in the amount of $117,764.91 and payroll in the amount of $194,966.43 for a total expenditure of $745,407.04.

REPORT SUMMARY: Attached you will find the warrant list for all general warrants issued for the dates indicated drawn on U.S. Bank. The warrant list represents check number #18853-18913 in the amount of $432,675.70, an EFT to CalPERS Retirement for the dates 7/9-7/22/2014 in the amount of $48,237.86, an EFT to CalPERS Medical for the month of August in the amount of $69,527.05 and payroll dated August 8, 2014 in the amount of $194,966.43.

GOAL ALIGNMENT: Ongoing meeting of City obligations.

FISCAL IMPACTS: There are sufficient funds available, and the expenditures are included in the preliminary 2014-2015 budget which will be adopted in the near future.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION: N/A

FOLLOW UP ACTION: N/A

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

ATTACHMENTS: Audit Certificate and Warrant List

RECORD OF CHECKS DRAWN ON AUGUST 15 FOR COUNCIL MEETING OF SEPTEMBER 16, 2014

MONTH OF AUGUST

PAYROLL	$194,966.43	8/8/2014
EFT - CALPERS HEALTH	$69,527.05	8/11/2014
US BANK WARRANT #18853 - 18913	$432,675.70	8/15/2014
EFT - CALPERS RETIREMENT	$48,237.86	8/19/2014

$745,407.04

TOTAL DISBURSEMENTS **$745,407.04**

CERTIFICATE

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

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

EXECUTED THIS 16TH DAY OF SEPTEMBER 2014

APPROVED AND AUDITED
THIS 16TH DAY OF SEPTEMBER 2014

AUDIT COMMITTEE - RICHARD HERNANDEZ

AUDIT COMMITTEE - CINDE CASSIDY

INTERIM CFO - CHRIS WOIDZIK

WARRANT LIST

AVALON CITY COUNCIL
MEETING 0F SEPTEMBER 16, 2014

CHECK NUMBER		AMOUNT	PAYEE	DESCRIPTION
18853	08/15/14	60.20	AIR SOURCE INDUSTRIES	SUPPLIES - FIRE
18854	08/15/14	266.80	AMERIFLEX	FSA ADMIN FEES - AUG 2014
18855	08/15/14	876.00	ANTONIO'S	SENIOR MEALS - JULY 2014
18856	08/15/14	223.84	AT & T MOBILITY	COMMUNICATIONS - HARBOR
18857	08/15/14	3,734.89	AT & T	COMMUNICATIONS - ALL DEPTS
18858	08/15/14	55.59	AT & T	COMMUNICATIONS - FIRE
18859	08/15/14	397.68	AT & T LONG DISTANCE	LONG DISTANCE - ALL DEPTS
18860	08/15/14	34.00	AVALON BAY NEWS	RENEWAL FEE - ADMIN
18861	08/15/14	119,292.19	AVALON ENVIRONMENTAL	CONTRACT SVCS - JULY 2014
18862	08/15/14	64,181.50	AVALON FUEL FACILITIES	RESALE FUEL - FUEL DOCK
18862	08/15/14	6,743.45	AVALON FUEL FACILITIES	FUEL - ALL DEPTS
18863	08/15/14	10,273.18	AVALON MOORING & DIVING	STORM DAMAGE - HBR/FUEL DK
18864	08/15/14	5,166.00	BEYOND SOFTWARE SOLUTIONS	CONTRACT SVCS - ADMIN
18865	08/15/14	2,127.61	CHET'S HARDWARE	SUPPLIES - ALL DEPTS
18866	08/15/14	7,706.82	CATALINA BEVERAGE	SUPPLIES - ALL DEPTS
18867	08/15/14	27.36	CATALINA DISCOUNT & VARIETY	SUPPLIES - HARBOR
18868	08/15/14	1,646.88	CATALINA BROADBAND SOLUTIONS	IT SERVICES - AUG 2014
18869	08/15/14	547.43	CATALINA FREIGHT LINE	FREIGHT - ALL DEPTS
18870	08/15/14	149.50	CATALINA ISLAND PLUMBING	SERVICE - MOLE RESTROOMS
18871	08/15/14	208.00	CATALINA PEST CONTROL	SERVICE - HARBOR
18872	08/15/14	650.00	CATALINA STEAM CLEANING	CONTRACT SVCS - HARBOR
18873	08/15/14	3,240.00	CONTSTRUCTORS PLUS	CONTRACT SVCS - ADMIN
18874	08/15/14	6,660.00	CONSTRUCTORS PLUS	CONTRACT SVCS - ADMIN
18875	08/15/14	42.00	DEWEY PEST CONTROL	SERVICE - HARBOR
18876	08/15/14	3,500.00	DIGITAL MAP PRODUCTS	SOFTWARE RENWAL FEE - PL
18877	08/15/14	41,034.74	EDISON	UTILITIES - ALL DEPTS
18878	08/15/14	83,168.42	ENVIRON STRATEGY CONSULTANTS	CONTRACT SVCS - JULY 14
18878	08/15/14	3,060.00	ENVIRON STRATEGY CONSULTANTS	BILLABLE OT - JULY 14
18879	08/15/14	14,014.62	ESGIL CORPORATION	PLAN CK SERVICES - PLANNING
18880	08/15/14	-	VOID - PRINTER ERROR	VOID - PRINTER ERROR
18881	08/15/14	245.71	GLB ENTERPRISES	SUPPLIES - GARAGE
18882	08/15/14	1,948.00	GRAINGER	SUPPLIES - GARAGE/HBR
18883	08/15/14	625.00	HAMILTON, KATHERINE	CONTRACT SVCS - JULY 14
18884	08/15/14	63.00	HARVEY, BEN	REIMB O/P COSTS
18885	08/15/14	2,620.60	HELVETIC CONSULTING	CONTRACT SVCS - PLANNING
18886	08/15/14	2,302.95	INDUSTRIAL METAL SUPPLY CO	SUPPLIES - HARBOR
18887	08/15/14	159.49	KME FIRE APPARATUS	SUPPLIES - FIRE
18888	08/15/14	699.59	HERNANDEZ, JEFFREY	REIMB O/P COSTS
18889	08/15/14	1,038.26	MCMASTER-CARR	SUPPLIES - HARBOR/GARAGE
18890	08/15/14	1,623.44	MED-TECH RESOURCE	SUPPLIES - FIRE
18891	08/15/14	2,575.76	NAPA AUTO PARTS	SUPPLIES - GARAGE
18892	08/15/14	824.72	OUTDRIVE EXCHANGE	SUPPLIES - GARAGE
18893	08/15/14	71.66	PITNEY BOWES	SUPPLIES - POSTAGE MACHINE
18894	08/15/14	266.94	PORT SUPPLY	SUPPLIES - HARBOR
18895	08/15/14	1,650.00	POST, ROCKY	CONTRACT SVCS - ADMIN
18896	08/15/14	63.00	PRAXAIR	SUPPLIES - GARAGE

18897	08/15/14	751.06	QUILL CORP.	SUPPLIES - ALL DEPTS
18898	08/15/14	931.55	RICOH USA, INC.	COPIER LEASE - PLANNING/REC
18899	08/15/14	642.74	RICOH USA, INC.	COPIER LEASE - PLANNING
18900	08/15/14	630.00	SANTA CATALINA RESORT SVCS	HARBOR PARKING RENT
18901	08/15/14	888.46	SHERWINN WILLIAMS	SUPPLIES - HARBOR
18902	08/15/14	13.50	UNDERGROUND SERVICE ALERT	SERVICE - PLANNING
18903	08/15/14	404.00	WILMINGTON PROPELLER SERVICE	SUPPLIES - HARBOR
18904	08/15/14	1,675.00	WITTMAN ENTERPRISES	SERVICE - JULY 2014
18905	08/15/14	291.79	OLSEN, W.F	REIMB O/P COSTS
18906	08/15/14	420.86	SAFEWAY	SUPPLIES - ALL DEPTS
18907	08/15/14	624.00	MR. NINGS	SENIOR MEALS - JULY 2014
18908	08/15/14	700.00	SIRIA'S CLEANING SERVICE	SERVICE - JMF/TREMONT HALL
18909	08/15/14	113.00	SAMPSON, JOSEPH	REIMB O/P COSTS
18910	08/15/14	2,400.00	SMITH-EMERY LABORATORIES	FLAG POLE INSPECTION SVCS
18911	08/15/14	25,340.73	AMERICAN EXPRESS	CREDIT CARDS CHGS - ALL DEPT
18912	08/15/14	779.19	PEBBLY BEACH BUILDING SUPPLY	SUPPLIES - ALL DEPTS
18913	08/15/14	203.00	DEPINTO, JOEY	REFUND - PLANNING FEES

$432,675.70

CITY OF AVALON CITY COUNCIL

MEETING DATE: September 16, 2014 **AGENDA ITEM:** 4

ORIGINATING DEP: Finance **CITY MANAGER:** BA

PREPARED BY: Chris Woidzik, Interim CFO

SUBJECT: Warrant List

RECOMMENDED ACTION(S): Approve the warrants in the amount of $39,608.61 for a total expenditure of $39,608.61.

REPORT SUMMARY: Attached you will find the warrant list for all general warrants issued for the dates indicated drawn on U.S. Bank. The warrant list represents check number #18989 - 19000 in the amount of $39,608.61.

GOAL ALIGNMENT: Ongoing meeting of City obligations.

FISCAL IMPACTS: There are sufficient funds available, and the expenditures have been approved in the adopted fiscal year 2013-2014 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

WARRANT LIST

AVALON CITY COUNCIL
MEETING OF SEPTEMBER 16, 2014

CHECK NUMBER		AMOUNT	PAYEE	DESCRIPTION
18989	08/29/14	714.00	ANTONIO'S	SENIOR MEALS - JUNE 2014
18990	08/29/14	1,320.00	BEYOND SOFTWARE SOLUTIONS	SOFTWARE UPGRADE - SUBSIDY
18991	08/29/14	1,674.00	BROWNELL & DUFFEY	CONTRACT SVCS - JUNE 2014
18992	08/29/14	989.79	COMPRESSED AIR SPECIALTIES, INC	SUPPLIES - FIRE
18993	08/29/14	102.00	DEPARTMENT OF JUSTICE	SERVICE - HARBOR
18994	08/29/14	589.14	HARBOR FREIGHT TOOLS	SUPPLIES - HARBOR
18995	08/29/14	25.00	HINIKER, TARA	REFUND - RECREATION
18996	08/29/14	925.00	IAG, LTD	SERVICE - BB& K
18997	08/29/14	20,193.00	MAYER HOFFMAN MCCANN P.C.	AUDIT SVCS - FY 14
18998	08/29/14	7,714.02	MEYERS FOZI, LLP	SERVICE - BB& K
18999	08/29/14	4,900.00	OPENGOV, INC.	SOFTWARE PURCHASE - ADMIN
19000	08/29/14	462.66	PORT SUPPLY	SUPPLIES - HARBOR
		$ 39,608.61		

RECORD OF CHECKS DRAWN ON AUGUST 29 FOR CM OF SEPTEMBER 16, 2014

MONTH OF AUGUST

US BANK WARRANT # 18989-19000	$40,108.61	8/29/2014

$40,108.61

TOTAL DISBURSEMENTS **$40,108.61**

CERTIFICATE

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

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

EXECUTED THIS 16TH DAY OF SEPTEMBER 2014

APPROVED AND AUDITED
THIS 16TH DAY OF SEPTEMBER 2014

AUDIT COMMITTEE - RICHARD HERNANDEZ

AUDIT COMMITTEE - CINDE CASSIDY

INTERIM CFO - CHRIS WOIDZIK

CITY OF AVALON CITY COUNCIL

MEETING DATE: September 16, 2014 **AGENDA ITEM:** 5

ORIGINATING DEP: Finance **CITY MANAGER:**

PREPARED BY: Chris Woidzik, Interim CFO

SUBJECT: Warrants

RECOMMENDED ACTION(S): Approve the warrants in the amount of $475,395.80, two electronic fund transfers in the amount of $119,442.18 and payroll in the amount of $201,969.27 for a total expenditure of $796,807.25.

REPORT SUMMARY: Attached you will find the warrant list for all general warrants issued for the dates indicated drawn on U.S. Bank. The warrant list represents check number #18915-18988 in the amount of $475,395.80, an EFT to CalPERS Retirement for the dates 7/23-8/5/2014 in the amount of $47,266.84, an EFT to CalPERS Medical for the month of September in the amount of $72,175.34 and payroll dated September 5, 2014 in the amount of $201,969.27.

GOAL ALIGNMENT: Ongoing meeting of City obligations.

FISCAL IMPACTS: There are sufficient funds available, and the expenditures are included in the preliminary 2014-2015 budget which will be adopted in the near future.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION: N/A

FOLLOW UP ACTION: N/A

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

ATTACHMENTS: Audit Certificate and Warrant List

RECORD OF CHECKS DRAWN ON AUGUST 29 FOR COUNCIL MEETING OF SEPTEMBER 16, 2014

MONTH OF AUGUST & SEPTEMBER

US BANK WARRANTS #18915-18988	$475,395.80	8/29/2014
EFT - CALPERS HEALTH	$72,175.34	9/3/2014
EFT - CALPERS RETIREMENT	$47,266.84	9/3/2014
PAYROLL	$201,969.27	9/5/2014

$796,807.25

TOTAL DISBURSEMENTS **$796,807.25**

CERTIFICATE

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

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

EXECUTED THIS 16TH DAY OF SEPTEMBER 2014

APPROVED AND AUDITED
THIS 16TH DAY OF SEPTEMBER 2014

AUDIT COMMITTEE - RICHARD HERNANDEZ

AUDIT COMMITTEE - CINDE CASSIDY

INTERIM CFO - CHRIS WOIDZIK

WARRANT LIST

AVALON CITY COUNCIL
MEETING 0F SEPTEMBER 16, 2014

CHECK NUMBER		AMOUNT	PAYEE	DESCRIPTION
18915	08/29/14	50.00	ALVAREZ, CATALINA	REFUND - RECREATION
18916	08/29/14	241.83	AT & T	COMMUNICATIONS - ALL DEPTS
18917	08/29/14	1,110.33	AVALON BOAT STAND	SUPPLIES - HARBOR
18918	08/29/14	76,263.52	AVALON FUEL FACILITIES	RESALE FUEL - FUEL DOCK
18919	08/29/14	316.55	AVALON MOORING & DIVING	SERVICE - HARBOR
18920	08/29/14	181.66	BOUND TREE MEDICAL	SUPPLIES - FIRE
18921	08/29/14	686.57	CANBY, CHARLIE	SUPPLIES - RECREATION
18922	08/29/14	774.45	CATALINA BEVERAGE	SUPPLIES - ALL DEPTS
18923	08/29/14	6,285.00	CATALINA BOATYARD, INC	STORAGE FEE/HAUL OUT - HBR
18924	08/29/14	75,166.67	CHAMBER OF COMMERCE	TOT - SEPTEMBER 2014
18925	08/29/14	186.25	CATALINA EXPRESS	TRAVEL - RECREATON
18925	08/29/14	30,202.20	CATALINA EXPRESS	2ND HLF JULY 2014 - SUBSIDY
18926	08/29/14	5,594.53	CATALINA FREIGHT LINE	FREIGHT - ALL DEPTS
18927	08/29/14	37,500.00	CIMC	SUBSIDY - SEPTEMBER 2014
18928	08/29/14	239.50	CATALINA ISLAND PLUMBING	SERVICE - PUBLIC WKS
18929	08/29/14	19.00	CATALINA LAUNDRY	SUPPLIES - GARAGE
18930	08/29/14	36,844.25	CATALINA TRANSPORTATION	ART/DAR/ACT - SEPTEMBER 2014
18931	08/29/14	384.48	CHEF'S TOYS	SUPPLIES - RECREATION
18932	08/29/14	281.80	COMMUNICATIONS USA	SUPPLIES - FIRE
18933	08/29/14	6,660.00	CONSTRUCTORS PLUS	CONTRACT SVCS - ADMIN
18934	08/29/14	3,792.50	CONSTRUCTORS PLUS	CONTRACT SVCS - ADMIN
18935	08/29/14	98,991.00	CO OF LA SHERIFF'S DEPT	RESIDENT DEPUTY - JULY 14
18936	08/29/14	9,409.00	CO OF LA SHERIFF'S DEPT	WATERFRONT PT - JULY 14
18937	08/29/14	261.05	DAHL, TOM	LASD SUBSISTENCE
18938	08/29/14	214.00	DEWEY PEST CONTROL	SERVICE - ADMIN
18939	08/29/14	10,284.97	EDISON	UTILITIES - ALL DEPTS
18940	08/29/14	30.39	EDISON	PROPANE - PUBLIC WKS
18941	08/29/14	5,000.00	EMERGENCY COMMUNICATIONS	RENEWAL REVERSE 911 SYS.
18942	08/29/14	9,732.71	EVOQUA	BIOXIDE - WWTP
18943	08/29/14	268.18	GALLIVER, JIM	LASD SUBSISTENCE
18944	08/29/14	17.42	GALLS	UNIFORMS - HARBOR
18945	08/29/14	232.38	GLB ENTERPRISES	SUPPLIES - GARAGE
18946	08/29/14	288.26	GRAINGER	SUPPLIES - HARBOR
18947	08/29/14	125.90	HD SUPPLY FACILITIES MAINT.	SUPPLIES - HARBOR
18948	08/29/14	237.60	H.S. SEAFOOD, INC	SUPPLIES - FUEL DOCK
18949	08/29/14	1,833.99	HAAKER	SUPPLIES - GARAGE
18950	08/29/14	1,835.00	HELVETIC CONSULTING	CONTRACT SVCS - PLANNING
18951	08/29/14	570.76	IDEXX	SUPPLIES - CDO
18952	08/29/14	1,449.18	IMPERIAL SUPPLIES	SUPPLIES - GARAGE
18953	08/29/14	716.35	INDUSTRIAL METAL SUPPLY CO	SUPPLIES - GARAGE
18954	08/29/14	163.14	JOHNSON LIFT/HYSTER	SUPPLIES - GARAGE
18955	08/29/14	87.75	JORDAHL CONSTRUCTION	HHW DISPOSAL - GARAGE
18956	08/29/14	846.00	KATIE'S KITCHEN	SENIOR MEALS - JULY 2014
18957	08/29/14	640.48	KME FIRE APPARATUS	SUPPLIES - FIRE
18958	08/29/14	1,250.00	LAAFCA	YRLY DUES - FIRE
18959	08/29/14	1,950.62	LICARI, TONY	CONTRACT SVCS - SEPT 2014

18960	08/29/14	1,270.92	MATTHEWS	SUPPLIES - CEMETERY
18961	08/29/14	126.66	MCM ELECTRONICS, INC	SUPPLIES - HARBOR
18962	08/29/14	518.48	MCMASTER-CARR	SUPPLIES - HARBOR
18963	08/29/14	6,699.51	MEYERS FOZI, LLP	SERVICE - BB&K
18964	08/29/14	154.31	NAPA AUTO PARTS	SUPPLIES - GARAGE
18965	08/29/14	450.06	PEBBLY BEACH BUILDING SUPPLY	SUPPLIES - ALL DEPTS
18966	08/29/14	219.27	PK SAFETY SUPPLIES	SUPPLIES - GARAGE
18967	08/29/14	350.05	PTM DOCUMENTS SYSTEMS	OFFICE SUPPLIES - FINANCE
18968	08/29/14	1,067.14	PURCHASE POWER	LINE OF CREDIT - POSTAGE
18969	08/29/14	832.52	QUILL CORP.	SUPPLIES - ALL DEPTS
18970	08/29/14	200.00	RBF	CONTRACT SVCS - CDO
18971	08/29/14	6,125.00	ROSENOW SPEVACEK GROUPT	SERVICE - SA/HOUSING AUTH.
18972	08/29/14	696.00	THE SANDTRAP	SENIOR MEALS JULY 2014
18973	08/29/14	3,017.77	SANI-TEC USA	CITY RESTROOM SUPPLIES
18974	08/29/14	1,051.32	SC SUPPLY COMPANY, LLC	CREDIT CARDS CHGS - ALL DEPT
18975	08/29/14	8,342.00	SIRIA'S CLEANING SERVICE	CONTRACT SVCS - AUG 2014
18976	08/29/14	1,198.86	SOUTH COAST AQMD	PERMIT FEES - FUEL DOCK
18977	08/29/14	13.28	SPRING	LONG DISTANCE - ADMIN
18978	08/29/14	90.20	STATE BOARD OF EQUALIZATION	SALES TAX - FUEL DOCK
18979	08/29/14	32.00	DEPARTMENT OF JUSTICE	SERVICE - HARBOR
18980	08/29/14	1,024.50	STEUTER ELECTRIC	SERVICE - JMF
18981	08/29/14	469.20	SUN LIFE FINANCIAL	LIFE INSURANCE - JULY 2014
18982	08/29/14	461.20	SUN LIFE FINANCIAL	LIFE INSURANCE - AUG 2014
18983	08/29/14	41.10	UNITED PARCEL SERVICE	FREIGHT - ALL DEPTS
18984	08/29/14	220.00	POSTMASTER	POSTAGE PERMIT RENEWAL
18985	08/29/14	9,520.00	VEGA, EDMUNDO	CONTRACT SVCS - SEPT 2014
18986	08/29/14	1,426.62	VERIZON WIRELESS	COMMUNICATIONS - ALL DEPTS
18987	08/29/14	130.23	VWR	SUPPLIES - CDO
18988	08/29/14	430.38	WALTERS WHOLESALE ELECTRIC	SUPPLIES - HARBOR

$475,395.80

CITY OF AVALON CITY COUNCIL

MEETING DATE: September 16, 2014 **AGENDA ITEM:** 6

ORIGINATING DEPT: Administration **CITY MANAGER:**

PREPARED BY: Ben Harvey, City Manager

SUBJECT: Request for Letter of Support from Avalon Freight Services, LLC

RECOMMENDED ACTION(S): Review and consider request for letter of support from Avalon Freight Services, LLC in their California Public Utilities Commission (CPUC) operating permit application.

REPORT SUMMARY AND BACKGROUND: In January of this year, the Santa Catalina Island Company (SCICo) announced its selection of Avalon Freight Services, LLC (a joint venture between Catalina Express and Harley Marine Services then referred to as "Catalina Tug & Barge Services") as the successful candidate for the contract to provide freight service between Pebbly Beach in Avalon and the Port of Los Angeles. New freight service is scheduled to begin in April of 2016 (SCICo information release attached to this staff report). With their selection, Avalon Freight Services, LLC is required to apply to the CPUC to obtain an operating permit. Avalon Freight Services, LLC has indicated via a letter to the City of Avalon (attached to this staff report) that support from the City of Avalon would assist and potentially speed up the CPUC application process.

At the July 15, 2014 City Council meeting this item came before Council and consensus at that time was to not authorize Staff to author a letter of support for the Avalon Freight Lines to the CPUC. Council requested more information before approving their support. Since then several of the Councilmembers have attended a meeting on the mainland regarding this new business.

FISCAL IMPACTS: None.

GOAL ALIGNMENT: To be determined.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION(S): None.

ALTERNATIVE ACTION(S): N/A

FOLLOW UP ACTION(S): Should the City Council wish to support Avalon Freight Services, LLC in their CPUC operating permit application, direct the City Manager to author a letter of support on behalf of the City of Avalon.

ADVERTISING, NOTICING AND PUBLIC CONTACT: The agenda for this meeting was properly posted.

ATTACHMENTS:

1. SCICo information release "New Freight Service for 2016" dated January 15, 2014.
2. Letter from Avalon Freight Services, LLC dated July 8, 2014.

CITY COUNCIL

MEETING DATE: September 16, 2014 **AGENDA ITEM:** 7

ORGINATING DEPT: Planning Department **CITY MANAGER:**

PREPARED BY: Amanda Cook, Planning Director

SUBJECT: Consideration of an Ordinance of the City Council of the City of Avalon Amending Avalon Municipal Code Sections 1-8.01 thru 1-8.07 Regarding Reasonable Accommodations.

RECOMMENDED ACTION(S): That the City Council introduce and waive all readings of an ordinance of the City Council of the City of Avalon amending Avalon Municipal Code Sections 1-8.01 thru 1-8.07 regarding Reasonable Accommodations.

BACKGROUND: The Fair Housing Act, as amended in 1988, and the Americans with Disabilities Act requires that cities provide reasonable accommodation to rules, policies, practices, services, and procedures where such accommodation may be necessary to afford individuals with disabilities equal housing opportunities. While fair housing laws intend that all people have equal access to housing, the law also recognizes that people with disabilities may need extra tools to achieve equality. Reasonable accommodation is one of the tools intended to further housing opportunities for people with disabilities. Reasonable accommodation provides a means of requesting from the local government flexibility in the application of land use and zoning regulations or, in some instances, even a waiver of certain restrictions or requirements because it is necessary to achieve equal access to housing. Cities and counties are required to consider requests for accommodations related to housing for people with disabilities and provide the accommodation when it is determined to be "reasonable" based on fair housing laws and the case law interpreting the statutes. The City is densely built out and because of its topography, extensive accessibility improvements to existing individual homes are difficult to accomplish, if not impossible. Such requests are rare and are typically handled on a case-by-case basis.

The City adopted a Reasonable Accommodation Policy in 2011. The proposed amendments will further refine the policy to implement the changes referenced in the implementation policy of the General Plan and adopted Housing Element.

FISCAL IMPACTS: There is no fiscal impact from the adoption of the Ordinance.

GOAL ALIGNMENT: To be determined.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION: The City will not have implemented the changes included in the adopted General Plan and Housing Element.

FOLLOW UP ACTION: Adopt the Ordinance

ADVERTISING, NOTICE AND PUBLIC CONTACT: Brown Act. The ordinance will be published as required by law.

ATTACHMENTS: Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF TH CITY COUNCIL OF THE CITY OF AVALON AMENDING AVALONG MUNICIPAL CODE SECTION 1-8.01 THRU 1-8.07 REGARDING REASONABLE ACCOMODATIONS

The City Council of the City of Avalon does hereby ordain as follows:

SECTION 1 PURPOSE

The purpose of this ordinance is to amend and update the City's Reasonable Accommodation Policy, codified in Sections 1-8.01 thru 1-8.07 of the Avalon Municipal Code (the "Code").

SECTION 2 FINDINGS

The City Council hereby finds and determines as follows:

A. The Fair Housing Act and the Americans with Disabilities Act of 1990 requires that cities provide reasonable accommodation to rules, policies, practices, services, and procedures where such accommodation may be necessary to afford equal housing opportunities to individuals with disabilities.

B. The Avalon Housing Element identified this as an Implementation Policy.

C. The proposed amendments to Sections 1-8.01 thru 1-8.07 of the Code will complete implementation of the Housing Element Program regarding reasonable accommodation.

D. The proposed amendments to Sections 1-8.01 thru 1-8.07 of the Code are consistent with the goals and policies in the General Plan in that the amendments will further bring the Code into compliance with the Fair Housing Act and the Americans with Disabilities Act.

E. This change was included in the Environmental Impact Report ("EIR") prepared for the adopted General Plan and thus is exempt from further California Environmental Quality Act ("CEQA") review pursuant to State CEQA Guidelines Section 15061(b)(3) because this change to the Code is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Los Angeles in accordance with CEQA Guidelines.

SECTION 3 AMENDMENT TO CODE

Sections 108.01 thru 108.07 are hereby amended to read as shown in Exhibit A attached hereto and incorporated herein by this reference.

SECTION 4 SCOPE

Except as set forth in this ordinance, all other provisions of the Code shall remain full force and effect.

SECTION 5 SEVERABILITY

If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 6 EFFECTIVE DATE

This ordinance will become effective thirty (30) days from and after its passage and adoption.

The foregoing ordinance was passed and adopted by the City Council of the City of Avalon this day of ,2014, by the following vote to wit:

Ayes:
Noes:
Abstain:
Absent:

_____
Ann H. Marshall, Mayor

ATTEST:

_____
Denise A. Radde, City Clerk

CITY OF AVALON CITY COUNCIL

MEETING DATE: September 16, 2014 **AGENDA ITEM:** 8

ORIGINATING DEP: City Manager's Office **CITY MANAGER:**

PREPARED BY: Gina Schuchard, Project Manager

SUBJECT: Classification & Compensation Study- Professional Services Agreement

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RECOMMENDED ACTION(S): Authorize the City Manager to execute the professional services agreement with Koff & Associates to conduct the citywide classification and compensation study for an amount not to exceed $53,544.

REPORT SUMMARY: The City's most recent classification and compensation study was completed in 2006 with earlier studies occurring in 1994 and 1989. Per the City's personnel rules and regulations, the City shall complete a comprehensive review of the classification plan and pay structure every five years. The City's current classification system requires alignment and policy and procedure improvements.

At its meeting on April 1st , 2014, the City Council approved a Request for Proposals (RFP) process for a classification and compensation study for all full-time and part-time personnel excluding the CAO/Clerk of the Council and City Manager positions. The city actively solicited responses from ten vendors and received six responses.

ECI Ewing Consulting	$24,500
Condrey & Associates	$39,500
Koff & Associates	$53,544
CPS-HR	$55,350
Bryce Consulting	$59,700
Reward Strategy Group	$65,520

The vendors were then reviewed based on the following criteria and scope of services as set by the RFP:

Criteria:

- Relevant experience in similar-sized entities
- Qualifications and experience in organizational analysis and evaluation
- Understanding of city-related issues and employee relations
- Team compatibility, including the ability to work with city staff based on references and other supporting information
- Unique resources the firm may bring regarding innovative techniques
- The professional reputation of the firm

Criteria (cont'd)

- Time required to accomplish requested services
- Cost
- Insurance requirements set by PARSAC.

Scope of Services:

Classification Study Activities

- Initial Document Reviews and Meetings with Staff
- Orientation Meetings with Employees
- Distribution of Job Related Questionnaires
- Analysis and Data Review
- Employee/Supervisor/Management Interviews
- Informal Appeal Process
- Project Team Meetings

Classification Study Deliverables

- Classification Concept/Preliminary Allocation
- Draft Class Description
- Finalized Classification Plan
- Draft Interim Report
- Final Report

Compensation Study Activities

- Identify Comparable Agencies, Benchmark Classes, Benefits
- Compensation Data Collection
- Internal Relationship Analysis/Internal Alignment
- Analysis and Data Review
- Formal Appeal Process
- Project Team Meetings

Compensation Study Deliverables

- Draft Compensation Findings
- Salary Structure Recommendations
- Draft Final Report
- Final Report
- Presentation to City Council

In the final analysis, Koff & Associates had the necessary experience with similar sized coastal communities, excellent references that highlighted an understanding of city-related issues and employee relations, and a thorough and qualified cost proposal. City staff is requesting the approval of a professional services agreement with Koff & Associates for a Classification and Compensation Study.

At the completion of this study, the City will have an updated comprehensive classification plan with a recommended total compensation structure (salaries and benefits). The classification plan will include recommended class descriptions and position allocations, that recognizes the scope and level of the various classes and positions, allows for organizational change to increase customer service levels and cost effectiveness, and is perceived equitable by management and employees. The class descriptions and other documentation will include information required for compliance with the American Disabilities Act (ADA) and meet other legal guidelines. The classification and compensation plan will provide sufficient documentation to allow the city to maintain the systems on a regular basis.

GOAL ALIGNMENT: Organizational and Staff Development

FISCAL IMPACTS: The Classification and Compensation Study will be available in the FY14-15 budget in account 101-30/35-5005.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION: The city will continue to have outdated classification structures, policies and procedures.

FOLLOW UP ACTION: Present a qualified Classification and Compensation Plan.

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

ATTACHMENTS:

1) Human Resources Management Consulting Agreement with Koff & Associates
2) Classification and Compensation Proposal –Koff & Associates
3) Classification & Compensation Study: Updated Timeline – Koff & Associates

HUMAN RESOURCES MANAGEMENT CONSULTING AGREEMENT

THIS HUMAN RESOURCES MANAGEMENT CONSULTING AGREEMENT (this "Agreement") is made and entered into as of the 16th day of September, 2014, by and between KOFF & ASSOCIATES, INC. ("K&A"), a California corporation located at 6400 Hollis Street, Suite 5, Emeryville, CA 94608 ("K&A"), and the City of Avalon, located at 410 Avalon Canyon Road, Avalon, CA 90704 ("Client").

RECITAL

Client desires to retain K&A as an independent contractor to perform human resource management consulting services for Client, and K&A is willing to perform such services, on the terms set forth below.

Scope of Work

The scope of work includes a classification and compensation study. A more detailed scope of work is contained in Exhibit A, which is incorporated into this agreement by this reference.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **Services.** K&A agrees to perform the work project that is identified above to Client and other such services as may be requested by Client from time to time and that are within the competence and consistent with the expertise of K&A (collectively, the "Services"). The parties may delete, add or substitute Services, extend the term of this Agreement or alter the terms of compensation by executing one or more amendments or addenda, provided that each such amendment or addendum shall be signed by authorized representatives of both parties.

2. **Compensation.** Client agrees to pay K&A compensation as follows:

   2.1 **Project Fee.** On a project fee basis. The Project Fee for Services for the specified work project shall not exceed fifty three thousand five hundred forty-four dollars ($53,544.00). Expenses are inclusive in the Cost. Project fees shall be billed upon monthly progress task completion. Should Client desire additional levels of effort that are directly related to the identified scope of work indicated above, K&A will honor our composite rate of $108/hour.

2.2 **Time Expended.** On a time expended basis. Should Client desire K&A to perform other human resources work unrelated to the above identified project, time shall be billed by K&A for each of its staff at the rates of $150 per hour for Chief Executive Officer and President, $125 per hour for Senior Project Manager and Project Manager, $108 per hour for Senior Associate and Associate, and $60 per hour for Technical Assistant.

Time is accounted for and billed on a quarter of an hour (.25) basis. Travel time in connection with Services is billed for each staff member at one half the normal hourly billing rate, and no more than four hours of travel time is billed per day within California.

Reimbursable expenses are billed on a pass-through basis, without mark-ups; these include photocopying, binding, and other similar document production charges, long distance telephone and facsimile, mileage at the then current IRS rate, hotel, per diem, airfare, postage and courier, and other similar charges.

Billable time and reimbursable expenses shall be billed monthly, in arrears.

3. **Payment.** Client shall pay K&A for its fees and reimbursable expenses within thirty (30) days following the date of each applicable invoice. If Client contests or questions any invoice, it shall raise any questions with management of K&A within such 30-day period.

4. **Confidentiality.**

4.1 **Definition.** "Confidential Information" means any Client software source code; proprietary information; employment records; financial, tax, business and/or product records; and marketing, financial statements or records or other business information disclosed by Client either directly or indirectly, in writing, orally or by drawings or inspection of parts or equipment. "Confidential Information" shall not be deemed to include information which (a) is known to K&A at the time of disclosure to K&A by Client, as evidenced by written records of K&A; (b) has become publicly known and made generally available through no wrongful act of K&A; or (c) has been rightfully received by K&A from a third party who is authorized to make such disclosure.

4.2 **Covenant Not to Use or Disclose.** K&A shall not, during or subsequent to the term of this Agreement, use any of the Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Client, nor disclose any Confidential Information to any third party. It is understood that all Confidential Information shall remain the sole property of Client. K&A further agrees to take all reasonable precautions to prevent any unauthorized disclosure of the Confidential Information by its employees or agents.

4.3 **Return of Materials.** Upon the termination of this Agreement or upon Client's earlier request, K&A will deliver to Client all of Client's Confidential Information in tangible form that K&A may have in K&A's possession or control, except that K&A may retain one copy of all such materials solely for archival purposes.

5. **Ownership of Work Product.** K&A agrees that all of its customized reports, recommendations, plans, handbooks, copyrightable material and other work product created or assembled by it in the course of performing its Services hereunder are works for hire for the benefit of Client and as such are the sole property of Client. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of Client as set forth or called for herein, K&A hereby sells, transfers, conveys and assigns any and all of its rights therein to Client.

6. **Reports.** K&A shall regularly confer with and report to Client as to K&A's progress in performing the Services hereunder and that K&A will, as requested by Client, prepare written reports with respect thereto.

7. **Insurance.** K&A agrees to obtain and maintain adequate workers' compensation, comprehensive general and vehicular insurance for claims for damages because of bodily injury (including death) and property damage caused by or arising out of acts or omissions of such employees. The minimum limits of such insurance (apart from workers' compensation) shall be $1,000,000 for each person, $1,000,000 for each accident involving bodily injury and $300,000 involving property damage for each accident. K&A shall, upon request, provide evidence of such insurance to Client and also notify Client at least 30 days in advance if K&A desires to modify or cancel such insurance.

8. **Limits on K&A's Responsibility; Indemnification.**

8.1 **Limitations on K&A's Responsibility.** Client acknowledges that in the absence of an express written undertaking by it to the contrary, K&A, in agreeing to perform and in performing the Services hereunder, does not in any manner guarantee the outcome, recommendation of any undertaking or activity that constitutes any portion of the Services. K&A's warrants in this respect is that its Services will be performed in a professional and business like manner, in accordance with human resources best practices and in accordance with the description of Services provided by it in its proposal or in one or more other signed written documents.

8.2 **Client Indemnification.** K&A agrees to indemnify, hold harmless and defend Client, its officers, equity owners, directors, partners, managers, agents and employees from and against all liabilities, losses, costs, damages and/or other expenses (including reasonable attorneys' and experts' fees and expenses and

court costs) arising in connection with or related to claims, actions or proceedings raised or brought by any third parties on account of or occurring in connection with K&A's performance of the Services hereunder, except to the extent caused by the gross negligence or willful misconduct of Client or its agents or employees.

At the same time, Client agrees to indemnify, hold harmless and defend K&A, its officers, equity owners, directors, partners, managers, agents and employees from and against all liabilities, losses, costs, damages and/or other expenses (including reasonable attorneys' and experts' fees and expenses and court costs) arising in connection with or related to claims, actions or proceedings raised or brought by any third parties on account of or occurring in connection with K&A's performance of the Services hereunder, except to the extent caused by the gross negligence or willful misconduct of K&A or its agents or employees.

9. **Term and Termination.**

9.1 **Termination.** Either party may terminate this Agreement by giving written notice to the other party. Termination for cause is effective immediately, or as otherwise stated, upon receipt of written notice. Termination without cause is effective no less than fourteen (14) days following receipt of written notice.

9.2 **Actions upon Termination.** Upon termination as provided above, all rights and duties of the parties toward each other shall cease except (a) if terminated by Client, K&A shall immediately cease all Services; and (b) if terminated by K&A for any reason other than a breach hereunder by Client, and if desired by Client, K&A agrees to complete any assignment, on the same terms and conditions, including compensation, as otherwise applicable.

9.3 **Survival.** The following sections shall survive termination of this Agreement: **Section 3**, **Section 4**, **Section 5**, **Section 8**, **Section 9.2**, this **Section 9.3** and **Section 10**.

10. **General.**

10.1 **Assignment.** Neither party shall assign any rights or delegate any duties without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer without the other party's consent shall be void and of no effect.

10.2 **Independent Contractor.** Nothing in this Agreement shall in any way be construed to constitute K&A as an agent, employee or representative of Client, but K&A shall perform the Services hereunder as an independent contractor. Since K&A is not an employee of Client, it is understood that K&A is not entitled to any employee benefits during the term of this Agreement. K&A agrees to furnish any and all materials necessary for it to perform the Services.

10.3 **Arbitration.** Client and K&A agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement shall be settled by binding arbitration to be held in client location or Alameda County, California, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The prevailing party in such arbitration shall be entitled to reimbursement by the other party of its costs and expenses of arbitration and the costs of enforcing any arbitration award, including its attorneys' and experts' fees and expenses.

10.4 **Governing Law.** This Agreement shall be governed by the laws of the State of California, without reference to conflict of law principles.

10.5 **Entire Agreement.** This Agreement, together with the description of the project and any and all amendments and addenda, as applicable, is the entire agreement of the parties and supersedes any prior agreements between them with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by both parties.

10.6 **Notices.** Any notices required or permitted by this Agreement shall be in writing and shall be addressed to the other party at the address shown at the beginning of this Agreement or such other address of which such party may notify the other and shall be deemed given upon delivery if delivered personally, one (1) business day following delivery by facsimile with machine confirmation of transmission, or three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

10.7 **Waiver.** The failure of either party to assert any claim or right against the other party regarding its obligations under this Agreement and/or any amendments or addenda hereto, in any one or more instance, shall not constitute a waiver of such claim or right of any obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

KOFF & ASSOCIATES, INC.

By_____ By_____

Title_____ Title_____

CITY OF AVALON CITY COUNCIL

MEETING DATE: September 16, 2014 **AGENDA ITEM:** 9

ORIGINATING DEP: Administration **CITY MANAGER:** [illegible]

PREPARED BY: Jordan Monroe, Management Aide

SUBJECT: State of Emergency Proclamation

RECOMMENDED ACTION(S):
Discuss the status of the State of Emergency Proclamation and the required follow up steps and take the appropriate action.

REPORT SUMMARY:
On September 2, 2014 the City of Avalon City Council held a Special City Council Meeting and passed a Resolution proclaiming a Local State of Emergency due to damages from Hurricane Marie.

This action started the process with the Los Angeles County Office of Emergency Management (OEM) to assess the extent of damage affecting our community. The County OEM works with the State of California Office of Emergency Services (OES) passing on our assessment to determine if and what funding assistance is available to the different stakeholders in the Catalina community.

There are specific procedures and guidelines associated with emergency proclamations and there are certain time lines required to meet county and state agency assistance deadlines. Staff will discuss the general next steps, as well as the impacts of different actions, including when to terminate the Local State of Emergency.

While the major impacts occurred August 26 and 27, 2014 there have been subsequent ocean surges associated with Hurricane Marie and the extent of damages to City property, private property and local business is still being assessed, but current estimates put the potential total over $15,000,000.00.

GOAL ALIGNMENT:
To be determined.

FISCAL IMPACTS:
Staff and BB&K time.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:
The City of Avalon and Catalina community members negatively affected by Hurricane Marie may not have the opportunity to pursue county and state agency relief funding.

FOLLOW UP ACTION:
City staff will work with county and state agencies following the prescribed steps required to continue to pursue relief funding.

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

ATTACHMENTS:
Resolution No. 14-25

RESOLUTION NO. ___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVALON PROCLAIMING THE TERMINATION OF LOCAL EMERGENCY

WHEREAS, a local emergency existed in the City of Avalon in accordance with the resolution thereof by the City Council on the 2nd day of September, 2014, as a result of conditions of extreme peril to the safety of persons and property caused by the ocean surge and high tides caused by Hurricane Marie commencing on or about 10:00 p.m. on the 26th day of August, 2014; and

WHEREAS, the situation resulting from said conditions of extreme peril is now deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within said City of Avalon;

NOW, THEREFORE, the City Council of the City of Avalon, State of California, does hereby proclaim the termination of said local emergency.

IT IS FURTHER ORDERED that the Director of Emergency Services is directed to pursue all available funding and assistance for repairs, emergency services, clean-up and other necessary steps to respond to the local emergency as well as coordinate with local, State and Federal authorities to assess the next steps available to take action to protect and preserve the public safety, health and welfare,

IT IS FURTHER ORDERED that the Director of Emergency Services is directed to take all appropriate actions to undertake and address the repairs and conditions noted in the attached **Exhibit A** as well as other conditions that may exist that are currently unknown but which were caused by the ocean surge and high tides,

IT IS FURTHER ORDERED that a copy of this proclamation be forwarded to the Director of California's Governor's Office of Emergency Services and all other appropriate state and federal entities.

PASSED, APPROVED AND ADOPTED at a special meeting of the City Council of the City of Avalon on this 16th day of September, 2014, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

_____
Ann H. Marshall, Mayor

ATTEST:

_____
Denise A. Radde, City Clerk

CITY OF AVALON AS SUCCESSOR AGENCY TO THE AVALON COMMUNITY IMPROVEMENT AGENCY

MEETING DATE: September 16, 2014 **AGENDA ITEM**: 10

ORIGINATING DEPARTMENT: Successor Agency **CITY MANAGER**: SH

PREPARED BY: Tara Matthews, Consultant, RSG Inc.

SUBJECT: Draft Recognized Obligation Payment Schedule for January through June 2015

RECOMMENDED ACTION: That the City Council as Successor Agency adopt the resolution approving a draft Recognized Obligation Payment Schedule for the six-month fiscal period beginning January 1, 2015 and ending June 30, 2015.

BACKGROUND AND ANALYSIS

ROPS 14-15B

Health and Safety Code ("HSC") Section 34177 requires the Successor Agency to prepare and submit a Recognized Obligation Payment Schedule ("ROPS"), prior to each six-month fiscal period, to the Oversight Board, County Auditor-Controller, State Controller's Office ("SCO"), and State Department of Finance ("DOF") for review and approval. For the ROPS period of January 1, 2015 to June 30, 2015 ("ROPS 14-15B"), the statute requires that an Oversight Board-approved ROPS be submitted to the State by no later than October 3, 2014. If the ROPS is not submitted by that deadline, the City of Avalon (as the City and not as the Successor Agency) will be subject to a civil penalty of $10,000 per day for each day it is late. These requirements for the ROPS took effect in 2012 as a result of AB 1484 (Chapter 26, Statutes of 2012).

Obligations in the Current Period

For the 14-15B period, the Successor Agency's recognized obligations to be funded from the Redevelopment Property Tax Trust Fund ("RPTTF") consist of the following:

- Bond payments,
- Payment for legal services,
- Payment for bond disclosure and bond arbitrage, and
- Administrative expenses.

The total amount of these obligations equals $889,110 for the 14-15B period.

In addition, development and capital improvement projects will be funded from bond proceeds, including the following:

- Sewer repairs,
- Wastewater treatment plant repairs,
- Pebbly Beach Road construction,

- A low and moderate income housing project, and
- Capital improvements related to the housing project.

The total of these obligations equals $4,156,983. The total of all obligations in this period equals $5,046,093.

Prior Period Adjustments

The Successor Agency is required to itemize all prior period ROPS payments for enforceable obligations and administrative costs. The prior period included in ROPS 14-15B is the period from January through June 2014 ("13-14B"). The prior period payment "true-up" process compares estimated ROPS payments versus actual payments from January through June 2014. If the Successor Agency spent less than it estimated, fund balances should be used to pay for ROPS 14-15B obligations and, under AB 1484, the County Auditor-Controller will adjust down the distribution of RPTTF to the Successor Agency for this next ROPS period by the surplus amount. The surplus amount for 13-14B expenditures equals $88,571. Therefore, the Successor Agency will receive $800,539 to fund its 14-15B RPTTF obligations.

ROPS Technical Adjustments/Revisions

The ROPS 14-15B provides estimated expenditures for enforceable obligations for the January through June 2015 period. However, as staff refines the projected expenditures, it anticipates that adjustments to the draft ROPS 14-15B may need to be made prior to submittal to the Oversight Board for approval. Staff is recommending that the Successor Agency authorize staff to make any such necessary adjustments, as appropriate, prior to submittal to the Oversight Board.

DOF Review

Upon submittal of an Oversight Board-approved ROPS, DOF has 45 days to make its determination of the enforceable obligations, including amounts and funding sources. Within five business days of DOF's determination, the Successor Agency may request additional review and an opportunity to meet and confer on disputed items. DOF has until 15 days prior to the date for property tax distribution to make its final decision. The RPTTF distribution date for ROPS 14-15B is January 2, 2015.

ENVIRONMENTAL REVIEW

The action taken by the Successor Agency to approve ROPS 14-15B does not commit the Successor Agency to any actions that may have a significant effect on the environment. As a result, such actions do not constitute projects subject to the requirements of the California Environmental Quality Act.

FISCAL IMPACT

Approval of the draft ROPS 14-15B is necessary for the Successor Agency to continue administrative operations and make payments for debt service, contracts, and other enforceable obligations. By not adopting the ROPS 14-15B, the Successor Agency

would risk defaulting on loans and other debt agreements, and not being able to fund certain expenses and operations, which would also impact the City's General Fund. Failure to submit an Oversight Board-approved ROPS to DOF October 3, 2014 will also result in a $10,000 per day penalty assessed against the City for each day the ROPS is late.

Attachment: Successor Agency Resolution Approving the Draft ROPS 14-15B

SUCCESSOR AGENCY RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF AVALON AS SUCCESSOR AGENCY TO THE AVALON COMMUNITY IMPROVEMENT AGENCY APPROVING A DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE SIX-MONTH FISCAL PERIOD BEGINNING JANUARY 1, 2015 AND ENDING JUNE 30, 2015

WHEREAS, the City of Avalon ("City") has elected to serve as the Successor Agency to the Avalon Community Improvement Agency ("Successor Agency") pursuant to Assembly Bill x1 26 ("AB x1 26" or the "Dissolution Act") as codified in the California Health & Safety Code ("HSC"); and

WHEREAS, pursuant to HSC Section 34177, the Successor Agency is required to prepare a Recognized Obligation Payment Schedule ("ROPS") prior to each six-month fiscal period, in a manner prescribed by the California Department of Finance ("DOF"), and submit the ROPS to an oversight board, the Los Angeles County Auditor-Controller, the State Controller's Office, and DOF for review and approval; and

WHEREAS, Exhibit "A" to this resolution establishes a ROPS for the six-month fiscal period beginning January 1, 2015 and ending June 30, 2015 ("14-15B"), in a manner consistent with that prescribed by DOF; and

WHEREAS, pursuant to Amendment No. 1 to the Agreement for Reimbursement of Tax Increment Funds entered into by and between the County of Los Angeles, the City, and the Avalon Community Improvement Agency on June 17, 2003, the City and Successor Agency are to be provided a "Permitted Administrative Expense" to fund administrative and operational costs related to the Successor Agency, the estimate of which for fiscal year 2014-15 is $499,332; and

WHEREAS, the Oversight Board will review the ROPS 14-15B on September 23rd, 2014; and

WHEREAS, the Successor Agency desires to approve the ROPS 14-15B and transmit it to the appropriate parties as required by the Dissolution Act and AB 1484; and

WHEREAS, the ROPS 14-15B may require technical revisions within a short timeframe because of the submittal due date and the high monetary penalty for a late submittal.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE AVALON COMMUNITY IMPROVEMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. **Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. **Approval of ROPS 14-15B.** The City of Avalon as Successor Agency hereby approves the Recognized Obligation Payment Schedule ("ROPS") for the six-month fiscal period beginning January 1, 2015 and ending June 30, 2015 ("14-15B"), in substantially the form attached hereto as Exhibit "A," as required by ABX1 26, enacted during the 2011 legislative year, and AB 1484, enacted during the 2012 legislative year.

Section 3. **Transmittal to Appropriate Agencies.** The City Manager is hereby authorized and directed to transmit, by mail or electronic means, a copy of the ROPS 14-15B to the Oversight Board of the Successor Agency to the Avalon Community Improvement Agency, Los Angeles County Auditor-Controller, State Department of Finance, and the State Controller's Office, as prescribed by statute.

Section 4. **Technical Revisions.** The City Manager is hereby authorized and directed to use his discretion to make any necessary technical revisions to the ROPS 14-15B prior to submittal to the appropriate reviewing bodies.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Successor Agency to the Avalon Community Improvement Agency, on the 16th day of September, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Ann Marshall, Chair

ATTEST:

_____
Denise Radde, Agency Secretary