

**AVALON CITY COUNCIL MEETING  
TUESDAY, JULY 21, 2015 – 6:00 P.M.  
CITY HALL COUNCIL CHAMBERS  
410 AVALON CANYON ROAD, AVALON  
A G E N D A**

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

**CALL TO ORDER / ROLL CALL**

**PLEDGE OF ALLEGIANCE / INVOCATION**

**ANNOUNCEMENTS / WRITTEN COMMUNICATIONS**

**PRESENTATION - None**

**CITY MANAGER REPORT / CITY ATTORNEY REPORT**

**COUNCILMEMBER REPORTS / MAYOR REPORT**

**ORAL COMMUNICATION**

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

**CONSENT CALENDAR**

1. Actions

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

Recommended Action

Approve actions from the June 16, 2015 and July 7, 2015 City Council meetings and the June 29, 2015 and July 10, 2015 Special City Council meetings.

2. Expenditures Submitted for Approval

- Warrants in the amount of \$2,069,695.98
- An Electric Fund Transfer in the amount of \$168,961.64
- Three Payrolls in the amount of \$707,604.88

Recommended Action

Approve total expenditure amount of \$2,946,262.50.

**CITY COUNCIL AGENDA**  
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3. Adopt Ordinance adding Chapter 6 of Title 8 to the City's Municipal Code to Create an Expedited Permitting Process for Small Residential Rooftop Solar Systems  
This ordinance was introduced and all further readings waived at the July 7, 2015 City Council meeting. Assembly Bill (AB) 2188 (Chapter 521, Statutes 2014), which amends the California Solar Rights Act, requires that, on or before September 30, 2015, every city must adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.  
Recommended Action  
Adopt ordinance adding Chapter 6 to Title 8 to the Municipal Code to create an expedited permitting process for small residential rooftop solar systems; and find that the action does not constitute a project subject to the provisions of the California Environmental Quality Act (CEQA).
  
4. Adopt Ordinance Amending Avalon Municipal Code Regarding Excavation Permits  
This ordinance was introduced and all further readings waived at the July 7, 2015 City Council meeting. The Avalon Municipal Code (AMC) currently requires a permit before any person may excavate the surface of any public street, alley, sidewalk, or other public place in the City. Staff has reviewed the existing AMC provisions to determine whether the code is consistent with the current circumstances and reflects the current best practices.  
Recommended Action  
Adopt ordinance of the City of Avalon amending Chapter 2 of Title 7 of the Avalon Municipal Code regarding excavation permits.
  
5. Continuance of Interim Chief Financial Officer Agreement  
The City's agreement with Mr. Woidzik ended on June 30, 2015. Mr. Woidzik will be needed to continue to provide oversight for the Finance Department during the month of July, as well as be present the first week of August when the new Finance Director starts. Unused hours remaining after the transition period may be requested by the City on an as needed basis.  
Recommended Action  
Authorize the City Manager to extend the agreement with Mr. Chris Woidzik for a not to exceed amount of \$55,000, thereby allowing him to continue serving in the temporary capacity as the City's Interim Chief Financial Officer, as well as to provide additional accounting services as requested.
  
6. Continuance of Planning Consultant Agreement  
Recommended Action  
Authorize the City Manager to enter into and extend two separate agreements with Mr. Steve Flint; the first agreement for a not to exceed amount of \$5,000 for temporary supervision of day to day activities of the Planning Department and the second agreement for a not to exceed amount of \$25,000 for ongoing planning consultant services with tasks including serving as the project manager for the Avalon Local Coastal Plan (LCP) update.

**CITY COUNCIL AGENDA**  
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7. Stormwater Permit Year 2 Compliance Consultant Contract - MS4 Permit  
The City of Avalon has been designated as permittee under the Small Municipal Separate Storm Sewer System (MS4) Permit. As part of compliance under Year 2 the City is responsible for completion of many requirements. Meeting the requirements and development of the associated procedures and programs requires expertise in stormwater management.  
Recommended Action  
Execute a contract with Olaunu for a not to exceed amount of \$70,000 to assist the City of Avalon with compliance with the Year 2 requirements of the Small Municipal Separate Storm Sewer System (MS4) Permit.
  
8. Revised Trust Agreement for Pebbly Beach Landfill  
The City is responsible for demonstrating that it can meet all anticipated closure and post-closure costs. To ensure that these costs can be met, the City has established a trust as approved by the California Department of Resources Recycling and Recovery. CalRecycle is in the process of reviewing the permits and approvals for the Landfill. As part of this process, CalRecycle required the City to obtain an updated estimate of closure and post-closure costs for the Landfill.  
Recommended Action  
Authorize the City Manager to execute the revised Trust Agreement for the Pebbly Beach Landfill.
  
9. Voting Delegate and Alternates for the League of California Cities Annual Conference  
The Annual League of California Cities Conference is September 30-October 2, 2015 and in order for the City to vote on resolutions at the Business Meeting, the City Council has to appoint a delegate and an alternate(s).  
Recommended Action
  - A. Appoint Mayor Pro Tem Oley Olsen as the voting delegate and Mayor Anni Marshall and Councilmember Cinde Cassidy as the alternate voting delegates
  - B. Adopt resolution designating a voting delegate and alternates for the Annual League of California Cities Conference.
  
10. Drug Free Workplace Act & Department of Transportation Drug and Alcohol Testing Policy  
In order to promote public safety and a drug-free workplace, the U.S. Department of Transportation's Federal Motor Carrier Safety Administration requires that employers have a drug and alcohol testing program for employees working in safety-sensitive positions that operate vessels, drive, or are available to operate vessels or drive, or provide support for commercial motor vehicles for business purposes.  
Recommended Action  
Approve Policy P-1, Drug Free Workplace Act & Department of Transportation Drug and Alcohol Testing Policy.

**GENERAL BUSINESS**

11. Award the Contract for a Master Development Plan –Recycled Water

The City of Avalon sought proposals from qualified engineering firms with experience and expertise in preparing a Recycled Water Sub-Plan as part of a Master Development Plan for potable water, wastewater, seawater, electricity, and municipal solid waste. The purpose of the Master Development Plan was to help the City realize its Avalon Vision 2020 goals of adequate, properly functioning utility infrastructure and as energy self-sufficient as technology allows.

Recommended Action

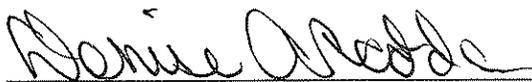
Authorize the City Manager to enter into an Agreement with the lowest responsible bidder, Michael Baker International, for the project described as "Data for Master Development Plan and Recycled Water Sub-plan".

**CLOSED SESSION**

1. PUBLIC EMPLOYMENT  
Title: Personnel Investigators
  
2. CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representative: Scott Campbell, City Attorney  
Unrepresented employee: Personnel investigators
  
3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager

**NOTICE OF POSTING**

I, Denise Radde, declare that the City Council Agenda July 21, 2015 was posted on Friday, July 17, 2015, on the City's website [www.cityofavalon.com](http://www.cityofavalon.com), and at City Hall, 410 Avalon Canyon Road. Copies of agendas and staff reports are available at City Hall and on the City website.



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Denise A. Radde, City Clerk / Chief Administrative Officer

CITY OF AVALON CITY COUNCIL

**MEETING DATE:** July 21, 2015

**AGENDA ITEM:** 1

**ORIGINATING DEP:** City Clerk

**CITY MANAGER:** BH

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

**SUBJECT:** City Council Actions

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**RECOMMENDED ACTION(S):** Approve City Council Actions from the regular City Council meetings on June 16, 2015 and July 7, 2015 and the Special City Council meeting on June 29, 2015 and July 10, 2015.

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

**FISCAL IMPACTS:** N/A

**GOAL ALIGNMENT:** To be determined.

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

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

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

**ATTACHMENTS:**

City Council Actions will be provided under separate cover.

CITY OF AVALON CITY COUNCIL

MEETING DATE: July 21, 2015

AGENDA ITEM: 2

ORIGINATING DEP: Finance

CITY MANAGER: BA

PREPARED BY: Chris Woidzik, Interim CFO

SUBJECT: Warrants

**RECOMMENDED ACTION(S):** Approve the warrants in the amount of \$2,069,695.98, EFTS in the amount of \$168,961.64 and three payrolls in the amount of \$707,604.88, for a total expenditure of \$2,946,262.50.

**REPORT SUMMARY:**

June 12, 2015 – Payroll - \$205,148.52
June 18, 2015 – US Bank Warrants #20512-20524 - \$75,368.48
June 19, 2015 – US Bank Warrants #20525-20590 - \$831,841.47
June 19, 2015 – EFT State Board of Equalization - \$8,060.00
June 23, 2015 – EFT CalPers Retirement - \$46,869.43
June 26, 2015 – Payroll - \$245,386.43
June 30, 2015 – US Bank Warrants #20591-20646 - \$463,872.91
June 30, 2015 – EFT American Express - \$18,066.99
July 1, 2015 – US Bank Warrants #20647-20659 - \$695,416.32
July 2, 2015 – EFT CalPers Retirement - \$46,638.82
July 7, 2015 – US Bank Warrants #20660-20663 - \$3,196.80
July 10, 2015 – Payroll - \$257,069.93
July 10, 2015 – EFT CalPers Retirement - \$49,326.40

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

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

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

**FOLLOW UP ACTION:** N/A

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

**ATTACHMENTS:** Audit Certificate and Warrant List

RECORD OF PAYMENTS MADE DATES BELOW FOR COUNCIL MEETING OF JULY 21, 2015

MONTH OF JUNE & JULY 2015

US BANK WARRANTS #20512-20524	\$	75,368.48	6/18/2015
US BANK WARRANTS #20525-20590	\$	831,841.47	6/19/2015
US BANK WARRANTS #20591-20646	\$	463,872.91	6/30/2015
US BANK WARRANTS #20647-20659	\$	695,416.32	7/1/2015
US BANK WARRANTS #20660-20663	\$	3,196.80	7/7/2015
PAYROLL	\$	205,148.52	6/12/2015
PAYROLL	\$	245,386.43	6/26/2015
PAYROLL		257,069.93	7/10/2015
EFT - STATE BOARD OF EQUALIZATION	\$	8,060.00	6/19/2015
EFT - CALPERS RETIREMENT	\$	46,869.43	6/23/2015
EFT - AMERICAN EXPRESS	\$	18,066.99	6/30/2015
EFT - CALPERS RETIREMENT	\$	46,638.82	7/2/2015
EFT - CALPERS RETIREMENT	\$	49,326.40	7/10/2015

\$ 2,946,262.50

TOTAL DISBURSEMENTS

**\$ 2,946,262.50**

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 21ST DAY OF JULY 2015

APPROVED AND AUDITED  
THIS 21ST DAY OF JULY 2015

AUDIT COMMITTEE - RICHARD HERNANDEZ

INTERIM CFO - CHRIS WOJDIK

AUDIT COMMITTEE - CINDE CASSIDY

AVALON CITY COUNCIL  
MEETING OF JULY 21, 2015

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
20660	07/07/15	1,042.85	ZEST CATERING	USC BAND LUNCH
20661	07/07/15	1,235.65	SANTA CATALINA ISL. RESORT SVCS	PROPANE - JMF
20662	07/07/15	788.40	THE LOBSTER TRAP	USC BAND DINNER
20663	07/07/15	129.90	AFLAC	EMPLOYEE POLICY PYMT

**\$ 3,196.80**

AVALON CITY COUNCIL  
MEETING OF JULY 21, 2015

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
20647	07/01/15	1,950.62	LICARI, TONY	CONTRACT SVCS - JULY 2015
20648	07/01/15	78,925.00	CHAMBER OF COMMERCE	TOT - JULY 2015
20649	07/01/15	9,520.00	VEGA, EDMUNDO	CONTRACT SVCS - JULY 2015
20650	07/01/15	1,896.83	CATALINA BROADBAND SOLUTIC	SERVICE - ALL DEPTS
20651	07/01/15	596.88	ANTHEM BLUE CROSS	COBRA PAYMENT - JULY 15
20652	07/01/15	26,432.00	ALLIANT INSURANCE SERVICES	ANNL POLICY RENEWAL FY16
20653	07/01/15	65,461.26	COMMUNITY FIRST NATIONAL BA	VACTOR TRUCK LEASE PYMT
20654	07/01/15	761.25	LEAGUE OF CALIF. CITIES	ANNL DUES - FY 16
20655	07/01/15	424,385.00	PARSAC	ANNL POLICY RENEWAL FY16
20656	07/01/15	4,300.00	HERNANDEZ, SALVADOR	YELLOW JACKET CONTROL
20657	07/01/15	4,300.00	BROWN, MARSHALL	YELLOW JACKET CONTROL
20658	07/01/15	6,714.79	DELTA DENTAL	DENTAL - JULY 2015
20659	07/01/15	70,172.69	CALPERS	EDICAL - JULY 2015

**\$ 695,416.32**

AVALON CITY COUNCIL  
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CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
20591	06/30/15	4,931.61	AT & T	COMMUNICATIONS - ALL DEPTS
20592	06/30/15	251.28	AT & T LONG DISTANCE	LONG DISTANCE - ALL DEPTS
20593	06/30/15	249.00	AT & T MOBILITY	COMMUNICATIONS - HARBOR
20594	06/30/15	213.05	AVALON BOAT STAND	SUPPLIES - HARBOR
20595	06/30/15	5,862.05	BALBOA BOATYARD	SERVICE - HARBOR
20596	06/30/15	7,860.00	BIGGE CRANE & RIGGING	SERVICE - FD/HARBOR
20597	06/30/15	8,455.55	BLUE WATER DESIGN GRP	CONTRACT SVC - FD
20598	06/30/15	10,015.00	C.H.O.I.C.E.S.	WRISTBAND SALES DONATION
20599	06/30/15	41.34	CANDOCK	SUPPLIES - HARBOR
20600	06/30/15	154.27	CARUSO FORD	SUPPLIES - GARAGE
20601	06/30/15	2,181.30	CATALINA BEVERAGE	SUPPLIES - ALL DEPTS
20602	06/30/15	30,130.80	CATALINA EXPRESS	1ST HLF JUNE 2015 - SUBSIDY
20602	06/30/15	74.50	CATALINA EXPRESS	TRAVEL - ADMIN
20603	06/30/15	494.02	CATALINA FREIGHT LINE	FREIGHT - ALL DEPTS
20604	06/30/15	207.00	CIMC	PREEMPLOYMENT PHYSICAL
20605	06/30/15	40,480.87	CIMC	SALES TAX PASS THRU PYMT
20606	06/30/15	420.22	CATALINA ISLAND PLUMBING	SERVICE - PIER RESTROOMS
20607	06/30/15	19.00	CATALINA LAUNDRY	SERVICE - GARAGE
20608	06/30/15	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
20609	06/30/15	2,283.14	CHET'S HARDWARE	SUPPLIES - ALL DEPTS
20610	06/30/15	30,246.83	CO. OF LA SHERIFF'S DEPTS	AB EVENT - LASD
20610	06/30/15	17,964.89	CO. OF LA SHERIFF'S DEPTS	WATERFRONT PT - MAY 15
20611	06/30/15	104.37	CROMER, ALLEN	LASD SUBSISTENCE
20612	06/30/15	612.37	DAHL, TOM	LASD SUBSISTENCE
20613	06/30/15	2,953.50	DAWES, BRIAN	MEDICAL REIMB JAN-JUN 15
20614	06/30/15	3,060.00	CONSTRUCTORS PLUS	CONTRACT SVCS - ADMIN
20615	06/30/15	6,210.00	CONSTRUCTORS PLUS	CONTRACT SVCS - ADMIN
20616	06/30/15	6,626.33	EDISON	UTILITIES - ALL DEPTS
20617	06/30/15	83,168.42	ENVIRON STRATEGY CONSULTANTS	CONTRACT SVCS - JUNE 2015
20617	06/30/15	7,819.48	ENVIRON STRATEGY CONSULTANTS	EMER. REPAIR WK ORDERS
20618	06/30/15	1,142.55	FIRE ACE, INC	SERVICE - FIRE
20619	06/30/15	465.65	GALLIVER, JIM	LASD SUBSISTENCE
20620	06/30/15	931.23	GRAINGER	SUPPLIES - FIRE/GARAGE
20621	06/30/15	3,012.50	HELVETIC CONSULTING	CONTRACT SVCS - PLANNING
20622	06/30/15	1,139.04	HERNANDEZ, OLGA	REIMB MEDICAL JAN-JUN 15
20623	06/30/15	504.14	JANET SEEBERT	REIMB O/P COSTS - LASD
20624	06/30/15	649.80	JUDICIAL DATA SYSTEMS	PARKING ACT. - 5/15
20625	06/30/15	273.00	KIMBLE, WILLIAM	LASD SUBSISTENCE
20626	06/30/15	540.00	KOFF & ASSOCIATES	CONTRACT SVCS - ADMIN
20627	06/30/15	3,000.00	L.G. EVERIST	FLOAT STORAGE - FD/HBR
20628	06/30/15	107.99	MCMASTER-CARR	SUPPLIES - GARAGE
20629	06/30/15	120,000.00	MTA	PAYMENT PER AGREEMENT
20630	06/30/15	156.39	NAPA AUTO SUPPLY	SUPPLIES - GARAGE
20631	06/30/15	-	VOID - MULTI STUB CHECK	VOID - MULTI STUB CHECK
20632	06/30/15	3,001.81	PEBBLY BEACH BUILDING SUPPLY	SUPPLIES - ALL DEPTS
20633	06/30/15	325.81	PRAXAIR	SUPPLIES - GARAGE
20634	06/30/15	498.16	QUILL CORP	SUPPLIES - ALL DEPTS
20635	06/30/15	201.77	QUINN COMPANY	SUPPLIES - GARAGE
20636	06/30/15	652.73	RICOH USA, INC	COPIER LEASE - PLANNING
20637	06/30/15	8,342.00	SIRIA'S CLEANING SERVICE	CONTRACT SVCS - JUNE 2015

20638	06/30/15	1,300.96	SOUTHERN COUNTIES LUBRICANTS	RESALE OIL - FD
20639	06/30/15	842.90	STRAIGHT UP BUILDERS	REFUND - BUILDING PERMIT
20640	06/30/15	662.50	SUPERIOR COURT OF LA	PARKING CITATIONS - 5/15
20641	06/30/15	5,000.00	TERRA COSTA	CONTRACT SVCS - PEBBLY BCH
20642	06/30/15	36,000.00	CITY OF AVALON, NORTHERN TRUST	CLOSURE FEE - FY 15
20643	06/30/15	785.23	VERIZON WIRELESS	COMMUNICATIONS - ALL DEPTS
20644	06/30/15	650.00	WAHL, MARJORIE	SUPPLIES - RECREATION
20645	06/30/15	380.74	WITMER PUBLIC SAFETY	SUPPLIES - FIRE
20646	06/30/15	215.82	WURZ, THOMAS	LASD SUBSISTENCE

**\$463,872.91**

AVALON CITY COUNCIL  
MEETING OF JULY 21 2015

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
20525	06/19/15	11,424.68	ADVANCED WIRING, LLC	SERVICE - COUNCIL CHAMB.
20526	06/19/15	62.70	AIR SOURCE INDUSTRIES	SUPPLIES - FIRE
20527	06/19/15	449.07	ALEGRIA, VALENTE	MEDICAL REIMB APR - JUNE 15
20528	06/19/15	203.00	AMERIFLEX	FSA ADMIN FEES - ADMIN
20529	06/19/15	786.00	ANTONIO'S	SENIOR MEALS - MAY 15
20530	06/19/15	588.21	ART, CAPS N' DESIGN	SUPPLIES - HARBOR
20531	06/19/15	246.51	AT & T	COMMUNICATIONS - FIRE
20532	06/19/15	146,256.19	AVALON ENVIRONMENTAL	CONTRACT SVCS - MAY 2015
20533	06/19/15	36,148.79	AVALON FUEL FACILITIES	RESALE FUEL - FD
20533	06/19/15	2,772.33	AVALON FUEL FACILITIES	FUEL - ALL DEPTS
20534	06/19/15	48,192.64	BEST, BEST & KRIEGER	CONTRACT SVCS - APR 2015
20535	06/19/15	10,410.02	BEYOND SOFTWARE SOLUTIONS	CONTRACT SVCS - ADMIN
20536	06/19/15	938.97	BLUE TARP FINANCIAL	SUPPLIES - HARBOR
20537	06/19/15	185.00	BORDIN MARTORELL, LLP	LITIGATION COSTS - ADMIN
20538	06/19/15	772.42	BOUND TREE MEDICAL	SUPPLIES - FIRE
20539	06/19/15	114.98	CANBY, CLAUDIA	SUPPLIES - HARBOR
20540	06/19/15	540.00	CATALINA COOKIE COMPANY	USC BAND BREAKFAST
20541	06/19/15	56,620.20	CATALINA EXPRESS	SUBSIDY - MAY 2015
20541	06/19/15	540.25	CATALINA EXPRESS	TRAVEL - COUNCIL/REC/HBR
20542	06/19/15	456.97	CATALINA FREIGHT LINE	FREIGHT - ALL DEPTS
20543	06/19/15	25.00	CATALINA ISLAND MUSEUM	SUPPLIES - ADMIN
20544	06/19/15	640.18	CATALINA ISLAND PLUMBING	SERVICE - MOLE RESTROOMS
20545	06/19/15	38.00	CATALINA LAUNDRY	SERVICE - GARAGE
20546	06/19/15	400.00	CATALINA STEAM CLEANING	CONTRACT SVCS - HARBOR
20547	06/19/15	40.35	CHET'S HARDWARE	SUPPLIES - ALL DEPTS
20548	06/19/15	2,653.14	CLINE, KEN	REIMB MEDICAL JAN-JUN15
20549	06/19/15	99,954.38	CO. OF LA SHERIFF'S DEPT	RESIDENT DEPUTY - MAY 15
20550	06/19/15	3,856.22	COLLINS COLLINS MUIR & STEWARD	LITIGATION COSTS - ADMIN
20551	06/19/15	940.67	COORDINATED WIRE ROPE	SUPPLIES - HARBOR
20552	06/19/15	177,114.75	COUNTY OF LA FIRE DEPARTMENT	4TH QTR PARAMEDIC PYMT
20553	06/19/15	264.00	DEWEY PEST CONTROL	SERVICE - ADMIN/HARBOR
20554	06/19/15	23,251.79	EDISON	UTILITIES - ALL DEPTS
20555	06/19/15	55.85	EDISON	PROPANE - PUBLIC WKS
20556	06/19/15	83,168.42	ENVIRON STRATEGY CONSULTANTS	CONTRACT SVCS - MAY 2015
20557	06/19/15	258.00	ESGIL CORPORATION	SERVICE - PLANNING
20558	06/19/15	1,558.67	GRAINGER	SUPPLIES - HARBOR/FIRE
20559	06/19/15	767.97	HAMILTON, KATHERINE	CONTRACT SVCS - MAY 2015
20560	06/19/15	1,004.00	HOEFS, STEVEN	REIMB MEDICAL MAY & JUNE 15
20561	06/19/15	1,350.80	IDEXX DISTRIBUTION	SUPPLIES - CDO
20562	06/19/15	799.24	INDUSTRIAL METAL SUPPLY	SUPPLIES - HARBOR
20563	06/19/15	15.00	ISLAND EXPRESS	FREIGHT - GARAGE
20564	06/19/15	35,951.00	JORDAHL CONSTRUCTION	BEACH SAND/EMER RPR WK
20565	06/19/15	849.70	MATTHEWS	SUPPLIES - CEMETERY
20566	06/19/15	20,986.00	MAYER HOFFMAN MCCANN	CONTRACT SVCS - FINANCE
20567	06/19/15	1,177.04	MCMaster-CARR	SUPPLIES - HARBOR/GARAGE
20568	06/19/15	834.00	MR. NING'S	SENIOR MEALS - MAY 15
20569	06/19/15	35.99	NAPA AUTO PARTS	SUPPLIES - GARAGE
20570	06/19/15	14,122.37	NIELSEN BEAUMONT MARINE	FLOAT STORAGE - HARBOR
20571	06/19/15	2,242.53	OUTDRIVE EXCHANGE	SUPPLIES - GARAGE
20572	06/19/15	857.66	PORT SUPPLY	SUPPLIES - HARBOR
20573	06/19/15	1,107.75	PRAXAIR	SUPPLIES - PW

20574	06/19/15	610.71	QUILL CORP.	SUPPLIES - ALL DEPTS
20575	06/19/15	3,750.00	RBF CONSULTING	CONTRACT SVCS - ADMIN
20576	06/19/15	25,213.14	REGIONAL GOVERNMENT SVCS	CONTRACT SVCS - ADMIN
20577	06/19/15	1,083.00	RICHARD MAINTENANCE	SERVICE - FUEL DOCK
20578	06/19/15	904.75	RICOH AMERICAS	COPIER LEASE - PLANNING
20579	06/19/15	354.14	SAFEWAY	SUPPLIES - ALL DEPTS
20580	06/19/15	1,410.00	SANDTRAP	SENIOR MEALS APR/MAY 15
20581	06/19/15	99.68	SEAPORT VILLAGE	LODGING - HARBOR
20582	06/19/15	597.21	SHERWIN-WILLIAMS	SUPPLIES - HARBOR
20583	06/19/15	1,122.50	SIRIA'S CLEANING SERVICE	SERVICE - JMF/TREMONT
20584	06/19/15	1,126.15	SOUTHERN COUNTIES LUBRICANT	SUPPLIES - GARAGE
20585	06/19/15	665.61	STOTZ EQUIPMENT	SUPPLIES - RECREATION
20586	06/19/15	176.60	TELL STEEL	SUPPLIES - HARBOR
20587	06/19/15	39.30	UNITED PARCEL SERVICE	FREIGHT - HARBOR
20588	06/19/15	134.08	VWR	SUPPLIES - CDO
20589	06/19/15	472.22	WESTERN METER EXCHANGE	SUPPLIES - FD
20590	06/19/15	52.98	WITMER PUBLIC SAFETY GRP	SUPPLIES - FIRE

**\$ 831,841.47**

WARRANT LIST

AVALON CITY COUNCIL  
MEETING OF JULY 21,2015

CHECK NUMBER	DATE ISSUED	AMOUNT	PAYEE	DESCRIPTION
20512	06/11/15	40,400.00	CIMC	SALES TAX PASS THRU PYMT
20513	06/15/15	6,000.00	CHAVOLLA,MIGUEL	SETTLEMENT AGREEMENT
20514	06/18/15	6,497.16	AVALON MOORING & DIVING	SERVICE - HARBOR
20515	06/18/15	3,257.04	CATALINA BEVERAGE	SUPPLIES - ALL DEPTS
20516	06/18/15	2,700.00	CONSTRUCTORS PLUS	CONTRACT SVCS - ADMIN
20517	06/18/15	5,850.00	CONSTRUCTORS PLUS	CONTRACT SVCS - ADMIN
20518	06/18/15	144.98	FLOTREE,JEFF	REIMB O/P COSTS - REC
20519	06/18/15	3,012.50	HELVETIC CONSULTING	CONTRACT SVCS - PLANNING
20520	06/18/15	1,787.00	KICK IT UP KIDZ, LLC	SERVICE - RECREATION
20521	06/18/15	43.00	MELLO,OLIVIA	OVERPYMT - CITATION
20522	06/18/15	4,025.00	POST, ROCKY	CONTRACT SVCS - ADMIN
20523	06/18/15	155.04	ROBERT HERNANDEZ	SERVICE - FIRE
20524	06/18/15	1,496.76	ROMO, JOHN	REIMB MEDICAL - JAN-JUNE 15

**\$ 75,368.48**

CITY OF AVALON CITY COUNCIL

MEETING DATE: July 21, 2015

AGENDA ITEM: 3

ORIGINATING DEP: Legal

CITY MANAGER: BH

PREPARED BY: Scott Campbell, City Attorney

SUBJECT: Ordinance of the City of Avalon adding Chapter 6 of Title 8 to the City's Municipal Code to Create an Expedited Permitting Process for Small Residential Rooftop Solar Systems

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**RECOMMENDED ACTION(S):**

Adopt ordinance adding Chapter 6 to Title 8 to the Municipal Code to create an Expedited Permitting Process for Small Residential Rooftop Solar Systems; and find that the action does not constitute a project subject to the provisions of the California Environmental Quality Act (CEQA).

**REPORT SUMMARY:**

This ordinance was introduced and all other readings waived at the last City Council meeting on July 7, 2015. Assembly Bill (AB) 2188 (Chapter 521, Statutes 2014), which amends the California Solar Rights Act, requires that, on or before September 30, 2015, every city must adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems. The purpose of the law is to further the State policy of promoting and encouraging the installation and use of solar energy systems by limiting obstacles to their use, and by minimizing the permitting costs of such systems. The ordinance must require that the City adopt a checklist of all requirements with which small residential rooftop solar energy systems must comply to be eligible for expedited review. Pursuant to AB 2188, the City must substantially conform its permitting process, including the checklist(s) and standard plans, with the most current version of the California Solar Permitting Guidebook. AB 2188 also requires that the City make the expedited permitting application available on the City's website. Applications that meet all of the checklist requirements must be approved administratively, pursuant to a nondiscretionary permit, by City staff. A use permit, subject to conditions of approval, may only be required in limited circumstances where the application could have a specific adverse impact on public health or safety.

AB 2188 further requires that the City accept electronic submission of the permit documents, and the use of electronic signatures on such documents, in lieu of wet signatures, unless the City makes findings in the ordinance that the City is unable to process electronic signatures. The City has not made such findings, and will accept electronic signatures.

Finally, AB 2188 restricts the number of City inspections for small residential rooftop solar systems to one inspection, unless the system fails the inspection.

**GOAL ALIGNMENT:** Update the Municipal Code.

**FISCAL IMPACTS:** There is no anticipated fiscal impact as the costs to implement the expedited permitting process will be recovered through existing building permit fees.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** City will be out of compliance with State law if the Ordinance is not adopted by September 30, 2015.

**FOLLOW UP ACTION:** Adoption of the ordinance and publish in paper.

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

**ATTACHMENTS:** Proposed ordinance.

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

**AN ORDINANCE OF THE CITY OF AVALON, STATE OF CALIFORNIA, ADDING CHAPTER 6 OF TITLE 8 TO THE MUNICIPAL CODE, TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS**

**WHEREAS**, the City Council of the City of Avalon seeks to implement AB 2188 (Chapter 521, Statutes 2014) through the creation of an expedited, streamlined permitting process for small residential rooftop solar energy systems; and

**WHEREAS**, the City Council wishes to advance the use of solar energy by all of its residents; and

**WHEREAS**, it is in the interest of the health, safety and welfare of the residents of the City to provide an expedited permitting process for small residential rooftop solar systems to assure the effective deployment of solar technology, in accordance with the requirements of AB 2188.

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

**Section 1. OPERATIVE PROVISIONS.** Chapter 6 of Title 8 of the City of Avalon Municipal Code, is added to read:

**CHAPTER 6: SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS**

**Section 8-6.01 Applicability and Purpose.**

This Section applies to the permitting of all small residential rooftop solar energy systems in the City. The purpose of this Section is to create an expedited, streamlined solar permitting process that complies with the Solar Rights Act, as amended by AB 2188 (Chapter 521, Statutes 2014), to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This Section encourages the use of small residential rooftop solar energy systems by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding the ability of property owners to install small residential rooftop solar energy systems. This Section allows the City to achieve these goals while protecting the public health and safety.

**Section 8-6.02 Definitions.**

The definitions set forth below shall be applicable to the provisions in this Section.

**“Electronic submittal”** means the utilization of one or more of the following:

- i. Email;
- ii. The Internet;

iii. Facsimile.

**“Official”** means the Building Official of the City.

**“Small residential rooftop solar energy system”** means a solar energy system which meets all of the following:

- i. Is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal;
- ii. Conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City, and all state and City health and safety standards;
- iii. Conforms to all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability;
- iv. Is installed on a single or duplex family dwelling;
- v. The panel or module array does not exceed the maximum legal building height as defined by the City.

**“Solar energy system”** has the meaning set forth in paragraph (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

**“Specific, adverse impact”** means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

### **Section 8-6.03 Small Residential Rooftop Solar System Requirements.**

- a. A solar energy system that qualifies as a small residential rooftop solar energy system, as defined in this Section, shall be processed in accordance with the terms of this Section.
- b. A small residential rooftop solar energy system shall meet applicable health and safety standards and requirements imposed by the state and the City, local fire department or district.
- c. The Official shall, prior to September 30, 2015, adopt an administrative, nondiscretionary expedited review process for small residential rooftop solar energy systems, which shall include standard plan(s) and checklist(s). The checklist(s) shall set forth all requirements with which small residential rooftop solar energy systems must comply with to be eligible for expedited review.
- d. The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor’s Office of Planning and Research.

#### **Section 8-6.04 Applicant Obligations.**

- a. Prior to submitting an application, the applicant shall be responsible to:
  - i. Verify, to the applicant's reasonable satisfaction, through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and
  - ii. At the applicant's cost, verify to the applicant's reasonable satisfaction, using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

#### **Section 8-6.05 Electronic Processing.**

- a. All documents required for the submission of an expedited small residential rooftop solar energy system application shall be made available on a publicly accessible City website.
- b. Electronic submittal of the required permit application and documents by electronic means shall be made available to all small residential rooftop solar energy system permit applicants. The City's website shall specify the permitted method of electronic document submission.
- c. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

#### **Section 8.6.06 Application Review.**

- a. An application that City staff determines satisfies the information requirements contained in the City's checklist(s) for expedited small residential rooftop solar system processing, including complete supporting documents, shall be deemed complete.
- b. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.
- c. After City staff deems an application complete, City staff shall review the application to determine whether the application meets local, state, and federal health and safety requirements.
- d. Unless the Official determines a use permit is warranted, City staff shall issue a building permit or other nondiscretionary permit within a reasonable period of time after receipt of a complete application that meets the requirements of the approved checklist, standard plan and this Section.
- e. The Official may require an applicant to apply for a use permit if the Official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decision may be appealed to the Planning Commission.

- f. The City shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.

#### **Section 8-6.07 Use Permit.**

- a. If a use permit is required, the Official may deny an application for the use permit if the Official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decision may be appealed to the Planning Commission.
- b. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.
- c. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the City on another similarly situated application in a prior successful application for a permit. The City shall use its best efforts to ensure that the selected method, condition, or mitigation does not significantly increase the cost of the system or decrease its efficiency or specified performance in excess of the following:
  - i. For Water Heater Systems or Solar Swimming Pool Heating Systems: an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars (\$1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.
  - ii. For Photovoltaic Systems: an amount not to exceed one thousand dollars (\$1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

#### **Section 8-6.08 Inspections.**

- a. Only one inspection shall be required and performed by the Building Department for small residential rooftop solar energy systems eligible for expedited review.
- b. The inspection shall be done in a timely manner.
- c. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this Section.

**Section 2. CEQA.** This Ordinance does not commit the City to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

**Section 3. SEVERABILITY.** If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance, which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable. This Ordinance amends, adds to and deletes (as applicable) sections of the Avalon Municipal Code.

**Section 4. EFFECTIVE DATE.** This Ordinance shall take effect and be in force 30 days after passage.

**Section 5. PUBLICATION.** The City Clerk is directed to publish this Ordinance within the manner and in the time prescribed by law.

**INTRODUCED** at a regular meeting of the City Council of the City of Avalon on the 7<sup>th</sup> day of July, 2015, by the following vote:

Ayes: Mayor Marshall, Councilmembers Olsen, Cassidy, Hernandez and Sampson  
Noes: None  
Absent: None  
Abstain: None

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Avalon on this 21<sup>st</sup> day of July, 2015, by the following vote:

Ayes:  
Noes:  
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

**CITY OF AVALON CITY COUNCIL**

**MEETING DATE:** July 21, 2015

**AGENDA ITEM:** 4

**ORIGINATING DEP:** Public Works

**CITY MANAGER:** BA

**PREPARED BY:** Dennis Jaich, Interim Director of Public Works

**SUBJECT:** Consider Ordinance Amending Avalon Municipal Code Regarding Excavation Permits

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**RECOMMENDED ACTION(S):**

Adopt ordinance of the City of Avalon amending Chapter 2 of Title 7 of the Avalon Municipal Code regarding excavation permits.

**REPORT SUMMARY:**

This ordinance was introduced and all other readings waived at the last City Council meeting on July 7, 2015. The Avalon Municipal Code currently requires a permit before any person may excavate the surface of any public street, alley, sidewalk, or other public place in the City. A permit is also required to erect telephone, electric, light or other poles in the public right-of-way. The AMC contains standards and conditions for obtaining and performing work under such permits, including the condition to deposit funds with the City to guarantee restoration of the public improvements. Staff has reviewed the existing AMC provisions to determine whether the AMC is consistent with the current circumstances and reflects the current best practices. As a result of this review, staff is recommending the minor changes contained in the attached Ordinance. The modifications will better protect the City from bearing the costs of repairs to the City's right-of-way. In particular, the Ordinance would allow public utilities to submit a fee to the City so that the City may perform restoration work itself, applying the fee to the cost of the work. Under the current provisions of the AMC, public utilities do not have to make a deposit or pay the City a fee prior to excavating. Rather, the City bills the utility after the repair work is done for any work a public utility does not properly perform. The Ordinance also enables the Council to establish a standard deposit amount by resolution.

**GOAL ALIGNMENT:** Update the Avalon Municipal Code.

**FISCAL IMPACTS:**

There is no immediate impact to the general fund. The Ordinance may result in cost savings by better protecting the City from having to bear the costs of repairs resulting from work performed in the public right-of-way.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:**

The AMC will remain the same. A deposit will still be required prior to performing excavation work, but the City will not have the option of charging an advance fee to public utilities to perform restoration work on their behalf or require such utilities to deposit the estimated cost of repairs prior to the work being commenced.

**FOLLOW UP ACTION:**

Publish ordinance in paper.

**ATTACHMENTS:**

Ordinance

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF AVALON,  
CALIFORNIA AMENDING CHAPTER 2 OF TITLE 7 OF  
THE AVALON MUNICIPAL CODE REGARDING  
EXCAVATION PERMITS**

**WHEREAS**, the City of Avalon (“Avalon”) has regulations for the excavation of any public street, alley, sidewalk, or other public place within the City, located at Title 7, Chapter 2 (Excavations) of the Avalon Municipal Code (“AMC”); and

**WHEREAS**, the circumstances surrounding excavations and best practices for the excavation, inspection and restoration of public streets, alleys, sidewalks or other public places, have changed considerably since the City’s excavations ordinance, generally codified in Chapter 2 of Title 7 of the Avalon Municipal Code, was last significantly amended; and

**WHEREAS**, the City has undertaken a review of the existing excavations ordinance to ensure that the ordinance is consistent with current circumstances and reflects current best practices regarding the excavation, inspection and restoration of public streets, alleys, sidewalks, or other public places; and

**WHEREAS**, the review of the City’s ordinance revealed that certain updates and amendments are necessary to reflect current best practices regarding excavations and to better protect the City from bearing the cost of street repairs.

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

**Section 1.** The recitals set forth above are incorporated herein.

**Section 2.** **Section 7-2.01 is hereby amended to read as follows:**

It shall be unlawful for any person to make, or cause or permit to be made, any excavation in or under the surface of any public street, alley, sidewalk, or other public place within the City, or to erect any telegraph, telephone, electric light, or other pole in any such public street or public place within the City, without first obtaining a permit in writing from the Director of Public Works and paying a fee or making a deposit as governed by Section 7-2.03 to cover the costs of inspections and restoring such public street, alley, sidewalk, or other public place to its original condition. Such fee or deposit shall also cover any estimated City administrative costs and expenses in connection therewith.

**Section 3.** **Section 7-2.03 is hereby retitled “Fee or Deposit Required” and amended to read as follows:**

Each applicant shall be required to pay to the Director of Public Works a deposit to guarantee restoration of the street, alley, right-of-way or public place to be excavated to as good or better a condition as it was in prior to the excavation. Such sum shall be set by the Director of Public Works based upon the reasonable estimate of such restoration costs or as determined

annually by City Council resolution. The Director of Public Works may permit a general deposit to be paid by any person intending to make a series of excavations in any public street, alley, right-of-way or other public place in an amount sufficient to guarantee the restoration thereof.

In the event that the excavation is performed by a public utility, the applicant may pay a fee to allow the City to complete the restoration process. The fee will be based upon the actual cost of restoration. In the alternative, the public utility applicant may deposit with the Director of Public Works an amount to cover the costs of restoration of the street, alley, right of way, or public place to be excavated to as good and perfect a condition as prior to the excavation should the public utility elect to undertake the restoration instead of allowing the City to complete restoration. The retention and return of such deposit shall be governed by the terms of Section 7-2.07.

**Section 4. Section 7-2.04 is hereby amended to read as follows:**

The permit shall specify the name of the person to whom the permit is issued, the street, alley, or other public place and the particular part thereof to be excavated, the extent of such excavation, and the time within which the excavation shall be made and the street restored to its former condition.

The permit shall also contain a plan drawn on a scale of no less than one (1") inch equal to ten (10') feet showing the location of the excavation, dimensions of the trench to be dug and all public improvements within the vicinity of the trench. The permit shall also contain the proposed starting and end dates of the excavation work.

No such permit shall be transferable.

**Section 5. Section 7-2.06 is hereby amended to read as follows:**

The work for which such excavation is made shall be prosecuted with due diligence and so as not to obstruct the street and travel thereon more than is actually required to perform the work. In the event the work is not completed within the time specified in the permit, or within the time to which the permit may be extended by the City Manager, or is prosecuted so as to obstruct the street or travel thereon unnecessarily, or in the event such street, alley, or public place is not restored to its former condition within the time fixed in the permit, the Director of Public Works shall notify the person to whom the permit was issued that the terms of such permit have not been complied with and demand compliance with such terms within five (5) days after the service of such notice. If the work is not completed to the satisfaction of the Director of Public Works, the Director of Public Works may do such work as may be necessary to repair such excavation and restore the street or other public place or part thereof excavated to as good condition as the same was in before such excavation was made. The City shall deduct the cost of repairs from the deposit or require the applicant to pay any additional fees to cover the repairs.

**Section 6. Section 7-2.07 is hereby amended to read as follows:**

The person by whom any excavation shall be made in any public street, alley, or other public place shall guarantee the work of refilling and the restoration for a period of one (1) year after completion of such excavation against all defects in workmanship or materials. In the event that the excavation is undertaken by a public utility who elects to make a deposit under Section 7-2.03, the deposit shall be retained for the longer of: (i) one (1) year after such excavation is complete, or (ii) if repairs are necessary and performed, six (6) months after the repairs are completed.

Whenever within such one (1) year warranty period any part of the work or place needs repairs, the Director of Public Works shall serve on the person by whom the excavation was made a written notice stating the repairs necessary and requiring such repairs to be made within five (5) days after the service of such notice.

The City may proceed to do such work after five (5) days' notice in the event the repairs are not done to the satisfaction of the Director of Public Works. The Director of Public Works shall deduct the cost of any work done or repairs made by the City from any and all deposits then on hand. The balance of any deposit shall be returned to the depositor after the expiration of the aforementioned six (6) months from the completion of the repairs of all excavation by such depositor or after the completion of the same by the Director of Public Works assuming no further repairs are needed, whichever is longer.

**Section 7. Section 7-2.13 is hereby amended to read as follows:**

The work shall be performed in compliance with the City's Standard Details for Backfill and AC Replacement for Utility Installations.

It shall be the responsibility of the permittee to perform all excavation and backfill work at their sole expense.

**Section 8.** All other paragraphs of Chapter 2 of Title 7 remain unchanged.

**Section 9. Severability.**

If any section, subsection, subdivision, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decisions shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

**Section 10. CEQA Exemption.**

The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA

Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, the City Council finds that this ordinance is exempt under CEQA pursuant to Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment) of the CEQA Guidelines because this Ordinance will not cause a change in any of the physical conditions within the area affected by the Ordinance.

**Section 11. Certification and Effective Date.**

The City Clerk of the City of Avalon shall certify the passage and adoption of this Ordinance and shall cause the same, or a summary thereof, to be published and/or posted in the manner required by law. This Ordinance shall take effect thirty (30) days after its adoption.

**INTRODUCED** at a regular meeting of the City Council of the City of Avalon on the 7<sup>th</sup> day of July, 2015, by the following vote:

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

Noes: None

Absent: None

Abstain: None

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Avalon on this 21<sup>st</sup> day of July, 2015, by the following vote:

Ayes:

Noes:

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, City Attorney  
Best Best & Krieger, LLP

CITY OF AVALON CITY COUNCIL

MEETING DATE: July 21, 2015

AGENDA ITEM: 5

ORIGINATING DEP: Finance Department

CITY MANAGER: BA

PREPARED BY: Ben Harvey, City Manager

SUBJECT: Continuance of Interim Chief Financial Officer Agreement

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**RECOMMENDED ACTION(S):** Authorize the City Manager to extend the agreement with Mr. Chris Woidzik for a not to exceed amount of \$55,000, thereby allowing him to continue serving in the temporary capacity as the City's Interim Chief Financial Officer, as well as to provide additional accounting services as requested.

**REPORT SUMMARY:** During the past fourteen months, Mr. Woidzik has been ensuring that the Finance Department has been meeting its daily operating responsibilities, continuing efforts to reduce the use of external consultants, and implementing changes to make the operations of the Department and City more efficient and cost effective.

The City's extension agreement with Mr. Woidzik ended on June 30, 2015, and it is therefore appropriate at this time to renew the covenants. Mr. Woidzik will continue to provide oversight for the Finance Department during the month of July, as well as be present the first week that the new Finance Director starts. Unused hours remaining after the transition period may be requested by the City on an as needed basis.

The following requirements for the previous contract extension in March have all been satisfied as follows:

- Completion of the City's FY 2013-14 Audit and Financial Statement issuance
- Completion of the MTA's FY 2013-14 Audit and Financial Statement issuance
- Completion of the Refinancing of the two Tax Allocation Bond Issues
- Completion and adoption of the FY 2015-16 Budget
- Maintaining current accounting for the Successor Agency and Housing Authority and being available for ongoing communications with the Department of Finance
- Participating in the recruitment efforts for the new Finance Director

New requests of Mr. Woidzik as part of this extension agreement include the following:

- Continue to provide oversight of the Finance Department for the month of July until the newly hired Finance Director starts
- Working with the new Finance Director to ensure proper transition of knowledge
- Creating the General Ledger for FY 2015-16, including uploading the newly adopted Budget
- Continuing the work with the Department of Finance towards final resolution of the Successor Agency and Housing Authority accounting

- Completing yearend reconciliations of FY 2014-15 information and providing assistance with the upcoming audit

**GOAL ALIGNMENT:**

Achieve a Balanced City Budget

- 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
  - Providing ongoing staff development

**FISCAL IMPACTS:** This extension of services for Mr. Woidzik is included in the adopted FY 2015-16 City Budget. The expenses are shared between the City (60%) and Successor Agency (40%), although actual hours will be tracked and expensed accordingly.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The City will not be able to properly service the community and other departments without the direct oversight provided by a day-to-day manager in this position.

**FOLLOW UP ACTION:** Direct the City Manager to extend the temporary employment agreement on behalf of the City with Chris Woidzik allowing him to continue serving as the Interim Chief Financial Officer and to provide additional accounting services on an as needed basis through the contract amount.

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

**ATTACHMENTS:** None.

CITY OF AVALON CITY COUNCIL

MEETING DATE: July 21, 2015

AGENDA ITEM: 6

ORIGINATING DEP: Administration

CITY MANAGER: BA

PREPARED BY: Ben Harvey, City Manager

SUBJECT: Continuance of Planning Consultant Agreement

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**RECOMMENDED ACTION(S):** Authorize the City Manager to enter into and extend two separate agreements with Mr. Steve Flint; the first agreement for a not to exceed amount of \$5,000 for temporary supervision of day to day activities of the Planning Department and the second agreement for a not to exceed amount of \$25,000 for ongoing planning consultant services with tasks including serving as the project manager for the Avalon Local Coastal Plan (LCP) update.

**REPORT SUMMARY:** During the past year, Mr. Steve Flint has been providing assistance and expertise to the City of Avalon as a Planning Consultant. Mr. Flint has been involved with some of the larger proposed projects submitted to the City of Avalon Planning Department, including the Conservancy Trailhead project, the proposed new Vons project, and others. He has also served as the project manager for the Avalon Local Coastal Plan update.

Mr. Flint's initial contract was for a not to exceed amount of \$5,000.00, which has now been exceeded. In order for Mr. Flint to continue to be available to serve as a planning consultant for the City of Avalon, it is appropriate to enter into a new agreement. The attached agreement for planning consultation services contains a not to exceed amount of \$25,000.00, which was included within the City's adopted Fiscal Year 15-16 budget.

Further, due to a leave within the Planning Department, Mr. Flint has been asked to provide temporary supervision of day to day activities of the Planning Department. This is proposed to be an extremely limited duration assignment to ensure that oversight will be available during the next Planning Commission and City Council meetings (this assignment is proposed for completion August 14, 2015). For this separate assignment, a second agreement has been proposed for approval with a not to exceed amount of \$5,000.00.

**GOAL ALIGNMENT:** Update the Avalon Municipal Code / Focus: Planning Ordinances – utilize LCP review.

**FISCAL IMPACTS:** This extension of services for Mr. Flint for planning consultant services is included in the adopted FY2015-16 City Budget. The agreement for temporary supervision of day to day activities of the Planning Department with a not to exceed amount of \$5,000.00 is not budgeted.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The City will not be able to complete important Planning Department projects including the Local Coastal Plan update and have available day to day supervision of the Planning Department for a temporary duration.

**FOLLOW UP ACTION:** Direct the City Manager to enter into agreements with Steve Flint for planning consultant services and temporary day to day supervision of the Planning Department.

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

**ATTACHMENTS:** Agreements for Planning Consultant services and Temporary Day to Day Supervision of the Planning Department.

CITY OF AVALON CITY COUNCIL

MEETING DATE: July 21, 2015

AGENDA ITEM: 7

ORIGINATING DEP: Administration

CITY MANAGER: BA

PREPARED BY: Denise Radde, CAO and Dennis Jaich, Interim Public Works Director

SUBJECT: City of Avalon Stormwater Permit Year 2 Compliance Consultant Contract

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**RECOMMENDED ACTION(S):** Execute a contract with Olaunu for a not to exceed amount of \$70,320.00 to assist the City of Avalon with compliance with the Year 2 requirements of the Small Municipal Separate Storm Sewer System (MS4) Permit.

**REPORT SUMMARY:** The City of Avalon has been designated as permittee under the Small Municipal Separate Storm Sewer System (MS4) Permit, also known as the Phase II Permit, adopted by the State Water Resources Control Board (State Board) on February 5, 2012. The City is listed as a new permittee in Attachment A – Traditional Small MS4 Designation and Monitoring Matrix of this permit. In this attachment the area of permit coverage for the City is identified as “Avalon Urban Cluster”. As part of compliance under Year 2 of the Small MS4 Permit the City is responsible for completion of several of the requirements including development of the following:

- Total Maximum Daily Load (TMDL) Implementation Report for the Avalon Bay Fecal Indicator Bacteria TMDL
- Public Education Outreach Program
- Construction Training Program
- Pollution Prevention & Good Housekeeping Training Program
- Public Involvement & Participation Program
- Outfall Map
- Inventory of Industrial & Commercial Facilities
- Illicit Discharge Identification Procedures
- Non-stormwater Investigation Procedures
- Inventory & Map of Permittee Facilities
- Storm Drain System Assessment Procedures
- Landscape Design and Maintenance Program
- Post Construction Stormwater Management Program

- Program Effectiveness Assessment and Improvement Plan
- Annual Report

Meeting the above requirements and development of the associated procedures and programs requires expertise in stormwater management. Olaunu has more than 20 years of experience in stormwater management including experience in assisting the City of Avalon. This action is for contracting with Olaunu to develop the above listed items for the City of Avalon to be in compliance with the Year 2 requirements of the Small MS4 Permit.

**GOAL ALIGNMENT:** City Infrastructure.

**FISCAL IMPACTS:** Budgeted in FY 2015/16 Storm Drain Fund 124-25-5105.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** If the City of Avalon does not complete the Year 2 requirements of the Small MS4 Permit, the City will be issued a Notice of Violation (NOV) from the State Board and if not complied with the City will likely be issued monetary fines, which may include civil and administrative penalties.

**FOLLOW UP ACTION:** Execute a contract with Olaunu.

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

**ATTACHMENTS:** Scope of work



## CITY OF AVALON – SMALL MS4 PERMIT YEAR 2 TASKS SCOPE OF WORK

The City of Avalon has been designated as permittee under the Small MS4 Permit, also known as the Phase II Permit, adopted by the State Water Resources Control Board (State Board) on February 5, 2012. The City is listed as a new permittee in Attachment A – Traditional Small MS4 Designation and Monitoring Matrix of this permit. In this attachment the area of permit coverage for the City is identified as “Avalon Urban Cluster”. As part of compliance under Year 2 of the Small MS4 Permit the City is responsible for completion of several of the requirements. This scope of work is to assist the City with the Year 2 Tasks under the Small MS4 Permit. The scope has been developed in consideration of compliance dates identified and the Small MS4 Permit.

### Task 1: Project Management and Coordination

The task covers project management and coordination with City staff regarding all aspects of the project. Project management includes ensuring quality project performance that includes coordination with City staff to ensure that the goals, objectives and scope for each task are clearly understood. Project management includes tracking schedule and budget to ensure tasks are proceeding within budget and on schedule. Effective coordination is essential to successfully completing the scope of work. This task includes regular conference calls with City staff to provide updates on project status and conference call notes, as needed in person coordination meetings with City Staff to gather information from the City and as needed based on completion of tasks including meeting notes.

#### *Deliverables:*

- a) Project Status Conference Calls and associated notes
- b) In-person Meetings and associated notes

### Task 2: TMDL Implementation Report

The intent of this task is to develop a report to update the Los Angeles Regional Board with a status of the City’s implementation of the Fecal Indicator Bacteria TMDL. The report will detail the progress with each of the BMPs identified in the TMDL Compliance Plan including the following BMPs: POTW, Collection System, MS4, Non-Point Source, and groundwater. The Year 1 report will be used as the starting point for the Year2 report. The following are the specific requirements identified in the Small MS4 Permit that will be included in the report:

- (i) A description of BMPs implemented, including types, number, and locations
- (ii) An assessment of the effectiveness of implemented BMPs in progressing towards attainment of wasteload allocations within the TMDLs’ specified timeframes
- (iii) All monitoring data, including a statistical analysis of the data to assess progress towards attainment of wasteload allocations within the TMDLs’ specified timeframes
- (iv) Based on results of the effectiveness assessment and monitoring, a description of the additional BMPs that will be implemented to attain wasteload allocations within the TMDLs specified timeframes

A draft TMDL Implementation Report consistent with the above requirements will be developed and provided to the City for review and comment. Information for inclusion in the report will be provided by the City. Upon comments received from the City a final report will be provided.

#### *Deliverables:*

- a) Draft Year 2 TMDL Implementation Report
- b) Final Year 2 TMDL Implementation Report



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### Task 3: Development of a Public Education Outreach Program

Under the Small MS4 Permit Section E.7.a.(i) the Public Education requirements identify that the permittee in the second year is required to develop and implement a public education and outreach program. A comprehensive storm water public education and outreach program will be developed for the City. An outline of the plan will be developed including identification of the key messages across all of the program areas and coordinate with the city to focus the messages. A draft Stormwater Public Education & Outreach Plan will be developed and submitted to the City for review and comment and a meeting will take place with the City to review. Based on verbal and written comments the plan will be finalized.

#### *Deliverables:*

- a) Draft Stormwater Public Education & Outreach Plan
- b) Final Stormwater Public Education & Outreach Plan

### Task 4: Construction Training Program

Under the Small MS4 Permit, Section E.7.b.2(a) requires the City to ensure that staff implementing the construction site storm water runoff control program are adequately trained. A construction training program module will be developed and presented to City staff at a date to be determined by the City.

#### *Deliverables:*

- a) Development of Construction Training Module
- b) Provide Construction Training Module to City Staff

### Task 5: Pollution Prevention & Good Housekeeping Training Program

Under the Small MS4 Permit Section E7.b.3 the City is required to develop a pollution prevention and good housekeeping training program. A pollution prevention and good housekeeping training program module will be developed and presented to City staff. This task will be coordinated with Task 11 for development of an inventory of City owned and operated facilities.

#### *Deliverables:*

- a) Development of Pollution Prevention Training Module
- b) Provide Pollution Prevention Training Module to City Staff

### Task 6: Public Involvement & Participation Program

Under the Small MS4 Permit Section E.8., the City is required to develop and implement a public involvement and participation in stormwater program. A public involvement and participation strategy specific to the City of Avalon that will provide the public an opportunity to participate in the City of Avalon Stormwater Program will be developed. An initial meeting with the City will take place to identify potential ideas for public participation and based on input provided by the City a Draft Public Involvement & Participation Strategy will be developed and based on any comments from the City the Public Involvement & Participation Strategy will be finalized.

#### *Deliverables:*

- a) Draft Public Involvement & Participation Strategy
- b) Final Public Involvement & Participation Strategy

### Task 7: Outfall Map

Under the Small MS4 Permit Section E.9.a, the City is required to create and maintain an up-to-date and accurate outfall map for the City storm drain outfalls. Existing information will be used to develop an outfall map for the City.



Deliverables:

- a) Outfall Map

**Task 8: Inventory of Industrial & Commercial Facilities**

Under the Small MS4 Permit Section E.9.b, the City is required to develop and maintain an inventory of all industrial/commercial facilities/sources within the Permittee's jurisdiction. Existing information will be used to develop an inventory for the city of all industrial/commercial facilities in the city.

Deliverables:

- a) Industrial & Commercial Facilities Inventory

**Task 9: Illicit Discharge Identification Procedures**

Under the Small MS4 Permit Section E.9.b.(ii)(e), the City is required to develop and implement procedures to proactively identify illicit discharges originating from priority areas. Procedures to identify illicit discharges originating from priority areas in the city will be developed. A draft of the illicit discharge identification procedures will be provided to the City and based on any comments provided by the City the illicit discharge identification procedures will be finalized.

Deliverables:

- a) Draft Illicit Discharge Identification Procedures
- b) Final Illicit Discharge Identification Procedures

**Task 10: Non-stormwater Investigation Procedures**

Under the Small MS4 Permit Section E.9.d., the City is required to develop written procedures for conducting investigations into the source of all non-storm water discharges suspected to be illicit discharges. Written procedures for conducting investigations into the source of all non-storm water discharges suspected to be illicit discharges in the city will be developed. A draft of the Non-stormwater Investigation Procedures will be provided to the City and based on any comments from the City the Non-stormwater Investigation Procedures will be finalized.

Deliverables:

- a) Draft Non-stormwater Investigation Procedures
- b) Final Non-stormwater Investigation Procedures

**Task 11: Inventory & Map of Permittee Facilities**

Under the Small MS4 Permit Section E11.a., the City is required to develop and maintain an inventory of Permittee-owned or operated facilities within their jurisdiction that are a threat to water quality and develop a map of the facilities. An inventory of Permittee-owned or operated facilities within the City that are a threat to water quality and a map of the facilities will be developed.

Deliverables:

- a) Inventory of Permittee Facilities
- b) Map of Permittee Facilities



## Task 12: Storm Drain System Assessment Procedures

Under the Small MS4 Permit Section E.11.f., the City is required to develop and implement procedures to assess and prioritize MS4 storm drain system maintenance. Procedures to assess and prioritize MS4 storm drain system maintenance in the city will be developed. A draft of the storm drain system assessment procedures will be provided to the City and based on any comments provided by the City the storm drain system assessment procedures will be finalized.

### Deliverables:

- a) Draft Storm Drain System Assessment Procedures
- b) Final Draft Storm Drain System Assessment Procedures

## Task 13: Landscape Design and Maintenance

Under the Small MS4 Permit Section E.11.j., the City is required to implement a landscape design and maintenance program to reduce the amount of water, pesticides, herbicides and fertilizers used during Permittee operations and activities. A landscape design and maintenance program to reduce the amount of water, pesticides, herbicides and fertilizers used during the City's operations and activities will be developed. A draft of the landscape design & maintenance program will be provide to the City and based on any comments provided by the City the landscape design & maintenance program will be finalized.

### Deliverables:

- a) Draft Landscape Design & Maintenance Program
- b) Final Landscape Design & Maintenance Program

## Task 14: Post Construction Stormwater Management Program

Under the Small MS4 Permit Section E.12., the City is required to implement a post construction stormwater management program. The requirements for the second year of implementation include the following:

- Section E.12.a. Post-Construction Measures – The City shall regulate development to comply with the following Sections (E.12.b. - E.12.b.l.)
- Section E.12.b. Site Design Measures – The City must require implementation of site design measures for all projects that create and/or replace (including projects with no net increase in impervious footprint) between 2,500 square feet and 5,000 square feet of impervious surface, including detached single family homes that create and/or replace 2,500 square feet or more of impervious surface and are not part of a larger plan of development.
- Section E.12.c. Regulated Projects – The City must require implementation of standards to effectively reduce runoff and pollutants associated with runoff from Regulated Projects as defined as projects that create and/or replace 5,000 square feet or more of impervious surface.
- Section E.12.c.(ii)(c) Road and Utility Projects - Road and utility projects that create 5,000 square feet or more of newly constructed contiguous impervious surface and that are public road projects and/or fall under the building and planning authority of a Permittee shall comply with Section E.12.e. Low Impact Development Standards except that treatment of runoff of the 85th percentile that cannot be infiltrated onsite shall follow U.S. EPA guidance regarding green infrastructure to the extent feasible.
- Section E.12.d. Source Control Measures - The City must require Regulated Projects with pollutant-generating activities and sources shall be required to implement standard permanent and/or operation source control measures as applicable.
- Section E.12.e. Low Impact Development (LID) Design Standards - The City must require all Regulated Projects to implement low impact development (LID) standards designed to reduce runoff, treat storm



## Olaunu

water, and provide baseline hydromodification management to the extent feasible, to meet the Numeric Sizing Criteria for Storm Water Retention and Treatment under Section E.12.e(ii)(c).

- Section E.12.h. Operation and Maintenance of Post-Construction Storm Water Management Measures – The City must develop and implement an O&M Verification Program for storm water treatment and baseline hydromodification management structural control measures defined in Section E.12.e(ii)(f). Storm Water Treatment Measures and Baseline Hydromodification Management Measures on all Regulated Projects.
- Section E.12.j.(ii)(b) – Landscape Code Update - The City shall complete and implement any changes to the landscape code to effectively administer post-construction requirements.

A comprehensive post construction stormwater management program for the City will be developed. The program will include the development of a Post Construction Stormwater Guidance Document that will meet all of the requirements identified above and include the following:

- Overview and background of post construction stormwater controls
- Definition of Regulated projects as identified in Section E.12.c of the Permit and reference to the updated Avalon Stormwater Ordinance
- Post Construction stormwater requirements for the Regulated Projects
- Step by step guidance for regulated projects on how to meet the post construction requirements including guidance on site designs per Section E.12.b., source controls per Section E.12.d , and LID design standards per Section E.12.e.
- Standard Post Construction Stormwater Plan (PCSP) template for use by developers to meet the Post Construction stormwater requirements
- LID BMP standard designs and specifications (as provided by the LID Code Update Grant)
- Review and approval procedures for developer submitted Post Construction Stormwater Plans (PCSP)
- And operations and maintenance verification program

A draft Post Construction Stormwater Guidance Document will be provided and a detailed walk through of the document will be performed with City staff. Any verbal or written comments provided by the City will be addressed and a final Post Construction Stormwater Guidance Document. Once the Post Construction Stormwater Guidance Document is finalized and due to the complexity of this program a training module for the Post Construction Stormwater Guidance Document and the Post-Construction Stormwater Plan template will be developed to train municipal staff and developers on how to use the document and fill out the template. A separate module will be developed to train municipal staff on how to review the submitted PCSPs. Recommended updates to the Avalon Stormwater Ordinance to define Regulated Projects Section E.12.c of the Permit and require Regulated Projects to implement the requirements in section E.12 of the Permit will also be provided. It should be noted that the landscape code update is being covered by the LID Code Update Grant.

#### Deliverables:

- a) Draft Post Construction Stormwater Guidance Document
- b) Final Post Construction Stormwater Guidance Document
- c) Post Construction Stormwater Guidance Document Training Module
- d) Review of Post Construction Stormwater Plans (PCSP) Training Module
- e) Recommended updates to the Avalon Stormwater Ordinance related to Section E.12.c of the Permit

#### Task 15: Program Effectiveness Assessment and Improvement Plan



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Under the Small MS4 Permit Section E.14.a., the City is required to complete and submit the Program Effectiveness Assessment and Improvement Plan. A Program Effectiveness Assessment and Improvement Plan that meets the requirements of Section E.14a will be developed for the City. A draft Program Effectiveness Assessment and Improvement Plan will be developed and based on any comments provided by the City the Program Effectiveness Assessment and Improvement Plan will be finalized.

**Deliverables:**

- a) Draft Program Effectiveness Assessment and Improvement Plan
- b) Final Program Effectiveness Assessment and Improvement Plan

**Task 16: Annual Report**

The Small MS4 Permit requires that City develop and submit an annual report for each year of the permit. The annual report template for the City of Avalon 2014-2015 Annual Report on the SMARTS program will be filled out and provided to the City for review and assistance will be provided to the City in submitting the annual report online using the State Board SMARTS webpage.

**Deliverables:**

- a) City of Avalon 2014-2015 Annual Report & Assistance in submittal of the Annual report via SMARTS

## SCHEDULE/COST

Deliverable		Completion Date	Cost
<i>Task 1: Project Management and Coordination</i>			\$1,440
1a	Project Status Conference Calls and associated notes	Ongoing	
1b	In-person Meetings and associated notes	Ongoing	
<i>Task 2: TMDL Implementation Report</i>			\$1,800
2a	Draft TMDL Implementation Report	July 30, 2015	
2b	Final TMDL Implementation Report	August 30, 2015	
<i>Task 3: Public Education &amp; Outreach Plan</i>			\$16,200
3a	Draft Stormwater Public Education & Outreach Plan	September 15, 2015	
3b	Final Stormwater Public Education & Outreach Plan	October 15, 2015	
<i>Task 4: Construction Training Program</i>			\$2,700
4a	Development of Construction Training Module	June 30, 2015	
4b	Provide Construction Training Module to City Staff	July 2015	
<i>Task 5: Pollution Prevention &amp; Good Housekeeping Training Program</i>			\$4,500
5a	Development of Pollution Prevention Training Module	July 30, 2015	
5b	Provide Pollution Prevention Training Module to City Staff	August 2015	
<i>Task 6: Public Involvement &amp; Participation Program</i>			\$2,700
6a	Draft Public Involvement & Participation Strategy	July 30, 2015	
6b	Final Public Involvement & Participation Strategy	August 30, 2015	
<i>Task 7: Outfall Map</i>			\$450
7a	Outfall Map	June 15, 2015	
<i>Task 8: Inventory of Industrial &amp; Commercial Facilities</i>			\$1,800
8a	Industrial & Commercial Facilities Inventory	July 15, 2015	
<i>Task 9: Illicit Discharge Identification Procedures</i>			\$2,880



# Olaunu

Deliverable		Completion Date	Cost
9a	Draft Illicit Discharge Identification Procedures	August 15, 2015	
9b	Final Illicit Discharge Identification Procedures	September 15, 2015	
Task 10: Non-stormwater Investigation Procedures			\$2,700
10a	Draft Non-stormwater Investigation Procedures	August 15, 2015	
10b	Final Non-stormwater Investigation Procedures	September 15, 2015	
Task 11: Inventory & Map of Permittee Facilities			\$1,470
11a	Inventory of Permittee Facilities	July 30, 2015	
11b	Map of Permittee Facilities	August 30, 2015	
Task 12: Storm Drain System Assessment Procedures			\$2,880
12a	Draft Storm Drain System Assessment Procedures	September 15, 2015	
12b	Final Draft Storm Drain System Assessment Procedures	August 15, 2015	
Task 13: Landscape Design and Maintenance			\$3,600
13a	Draft Landscape Design & Maintenance Program	July 30, 2015	
13b	Final Landscape Design & Maintenance Program	August 30, 2015	
Task 14: Post Construction Stormwater Management Program			\$20,160
14a	Draft Post Construction Stormwater Guidance Document	August 30, 2015	
14b	Final Post Construction Stormwater Guidance Document	September 30, 2015	
14c	Post Construction Stormwater Guidance Document Training Module	October 2015	
14d	Review of Post Construction Stormwater Plans (PCSP) Training Module	October 2015	
14e	Recommended updates to the Avalon Stormwater Ordinance related to Section E.12.c of the Permit	June 15, 2015	
Task 15: Program Effectiveness Assessment and Improvement Plan			\$3,600
15a	Draft Program Effectiveness Assessment and Improvement Plan	September 15, 2015	
15b	Final Program Effectiveness Assessment and Improvement Plan	October 10, 2015	
Task 16: Annual Report			\$1,440
16a	City of Avalon 2014-2015 Annual Report & Assistance in submittal of the Annual report via SMARTS	October 10, 2015	
<b>Total</b>			<b>\$70,320</b>

CITY OF AVALON CITY COUNCIL

**MEETING DATE:** July 21, 2015  
**ORIGINATING DEP:** City Attorney and Administration  
**PREPARED BY:** City Attorney  
**SUBJECT:** Revised Trust Agreement for Pebbly Beach Landfill

**AGENDA ITEM:** 8  
**CITY MANAGER:** BH

**RECOMMENDED ACTION:**

That the City Council authorize the City Manager to execute the revised Trust Agreement for the Pebbly Beach Landfill.

**REPORT SUMMARY:**

The City of Avalon operates the Pebbly Beach Landfill through a Franchise and Lease Agreement with CR&R, Inc. Under the Agreement, CR&R is generally required to obtain and maintain all permits required for the Landfill with one applicable exception. The City is responsible for demonstrating that it can meet all anticipated closure and post-closure costs. To ensure that these costs can be met, the City has established a trust as approved by the California Department of Resources Recycling and Recovery.

CalRecycle is in the process of reviewing the permits and approvals for the Landfill. As part of this process, CalRecycle required the City to obtain an updated estimate of closure and post-closure costs for the Landfill. The City engaged a consultant to assist with this review, and the consultant has estimated the new closure and post-closure costs for the Landfill at \$1,506,199 for closure and \$2,015,700 for post-closure. The previous amounts were \$1,325,685.07 for closure and \$992,547.09 for post-closure.

As part of its review, CalRecycle is also requiring the City to add "corrective action" cost estimates to the trust agreement. This ensures that the City has sufficient funds for the greater of the estimated water release or non-water release corrective action estimates. The consultant also calculated this amount and determined that the required cost estimate is \$1,042,345. For illustration, these costs largely represent costs for drilling monitoring wells and conducting water quality monitoring for thirty years after Landfill closure. The obligation to fund these cost estimates was established by CalRecycle in 2011 and predates the Agreement.

It is important to note that adding the corrective action cost estimate to the trust agreement as required by CalRecycle does not limit CR&R's obligations under the Agreement. CR&R remains responsible for the cost of new improvements and any future permit requirements. In addition, CR&R is required to maintain pollution liability insurance covering its operations at the Landfill. However, as the corrective action cost estimate generally relates to closure and post-closure cost responsibilities and this requirement predates the Agreement, staff believes that this is the City's responsibility and should be added to the trust agreement.

The enclosed updated trust agreement includes the new and revised cost estimates outlined above. If approved by the Council, Staff will work with CalRecycle and the trust company to obtain final approval and implement the new trust amounts

**FISCAL IMPACTS:** Adjustments have been made in the Fiscal Year 2015/16 Budget to cover the increase cost of Closure/Post Closure and Corrective Action Cost.

**GOAL ALIGNMENT:** Not aligned.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The City will not be in compliance with CalRecycle requirements for the Landfill.

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

**ATTACHMENTS:** (1) Trust Agreement, (2) Consultant's Report

**TRUST AGREEMENT**

Trust Account Number: **02-95004**  
 This Trust Agreement (Agreement) is entered into as of \_\_\_\_\_  
 by and between: \_\_\_\_\_

(Date)

GRANTOR	TRUSTEE
Grantor Name: City of Avalon, California	The Northern Trust Company
Address: 410 Avalon Canyon Road, Avalon, California 90704	Address: 355 S. Grand Avenue, Suite 2600, Los Angeles, California 90071
<input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Public Entity In the State of California	XX Incorporated in the State of: Illinois

**TERMS OF AGREEMENT**

WHEREAS, the Department of Resources Recycling and Recovery (CalRecycle) has established regulations applicable to the Grantor in Title 27, California Code of Regulations, Division 2, Subdivision 1, Chapter 6, requiring that an operator of a solid waste disposal facility shall provide assurance that funds will be available when needed for closure and/or postclosure maintenance and/or corrective action and/or third party operating liability claims of the facility, and

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein, and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

NOW THEREFORE, the Grantor and Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.
- (c) The term "CalRecycle" means State of California, Department of Resources Recycling and Recovery or its designee.
- (d) The term "Beneficiary" means (1) CalRecycle when this Agreement is used for closure, postclosure maintenance, and/or corrective action and (2) a third party claimant injured or damaged by accidental occurrences arising from the operation of the covered facility when this Agreement is used for operating liability.

Section 2. Identification of Facilities Cost Estimates and Coverage Amounts. This Agreement pertains to the facilities, cost estimates, and determination of primary or excess coverage identified on attached Schedule A (for each facility identified in Schedule A, list the solid waste information system number, name, address, the current closure and/or postclosure cost estimates and/or corrective action cost estimates and/or operating liability coverage (indicate the closure and postclosure amounts and corrective action and operating liability coverage amounts separately), or portions thereof for which financial assurance is demonstrated by this Agreement).

Section 3. Establishment of Fund for Closure and/or Postclosure and/or Corrective Action and/or operating liability. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the Beneficiary. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Beneficiary.

Section 3a. Establishment of Fund for Operating Liability. The Grantor and the Trustee hereby establish a trust fund, hereinafter the Fund for the benefit of any and all third parties injured or damaged by accidental occurrences arising from operation of the facility(ies) covered by this trust agreement, in the amounts of \_\_\_\_\_ per occurrence and \_\_\_\_\_ annual aggregate for accidental occurrences, except that the Fund is not established for the benefit of third parties for the following:

(a) "Bodily injury" or "property damage" expected or intended from the standpoint of the Grantor. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

(b) "Bodily injury" or "property damage" for which the Grantor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the Grantor would be obligated to pay in the absence of the contract or agreement.

(c) Any obligation of the Grantor under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

(d) "Bodily injury" to:

- (1) An employee of the Grantor arising from, and in the course of, employment by the Grantor; or
- (2) The spouse, child, parent, brother, or sister of an employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the Grantor may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay another person who must pay damages because of the injury.

(e) "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto", or watercraft owned or operated by or rented or loaned to the Grantor. Use includes operation and loading and unloading. This exclusion does not apply to:

(1) Parking an "auto" on, or on the ways next to, premises the Grantor owns or rents, provided the "auto" is not owned by or rented or loaned to the Grantor.

(2) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph (F)2. or (F)3. of the definition of "mobile equipment" (27 CCR, Division 2, Subdivision 1, Chapter 6).

(f) "Property damage" to:

- (1) Any property owned, rented, or occupied by the Grantor;
- (2) Premises that are sold, given away, or abandoned by the Grantor if the "property damage" arises out of any part of those premises;
- (3) Property loaned to the Grantor;
- (4) Personal property in the care, custody, or control of the Grantor;
- (5) That particular part of real property on which the Grantor or any contractors or subcontractors working directly or indirectly on behalf of the Grantor are performing operations, if the "property damage" arises out of these operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because the Grantor's work was incorrectly performed on it.

Section 4. Payment for Closure and/or Postclosure Maintenance and/or Corrective Action. The Trustee shall make payments from the Fund as CalRecycle shall direct, in writing, to provide for the payment of the costs of closure and/or postclosure maintenance and/or corrective action of the facilities covered by this Agreement. The Trustee shall make disbursements to the Grantor or other persons as specified by CalRecycle from the Fund for closure and/or postclosure and/or corrective action expenditures in such amounts as CalRecycle shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as CalRecycle specifies in writing. Upon refund, such funds shall not constitute part of the Fund as defined herein.

Section 4a. Payment for Bodily Injury or Property Damage. The Trustee shall satisfy a third party liability claim by making payments from the Fund only on receipt of one of the following documents:

(a) Certification from the Grantor and the third party claimant that the liability claim should be paid. The certification must be worded as follows:

## CERTIFICATION OF VALID CLAIM

The undersigned, as parties [Grantor] and [Name and Address of third party claimant(s)], hereby certify that the claim of bodily injury and/or property damage caused by an accidental occurrence arising from the operation of [Grantor's] solid waste facility should be paid in the amount of \$ \_\_\_\_\_

(b) A valid final court order establishing a judgment against the grantor for bodily injury or property damage caused by accidental occurrences arising from the operation of the Grantor's facility or group of facilities.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines that the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his or her duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence and diligence under the circumstances then prevailing that persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other operator or owner of the landfills, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State Government.

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State Government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one that may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State Government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and CalRecycle a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and to CalRecycle shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting on the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, CalRecycle, and the present Trustee by certified mail ten days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by CalRecycle to the Trustee shall be in writing, signed by CalRecycle designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or CalRecycle hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or CalRecycle, except as provided for herein.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor, and CalRecycle, by either registered or certified mail, within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 15a. Notice of Nonpayment. If a payment for bodily injury or property damage is made under Section 4a of this trust, the Trustee shall notify the Grantor of such payment and the amount(s) thereof within five (5) working days. The Grantor shall, within one year of such payment, either make payments to the trustee in amounts sufficient to cause the trust to return to its value immediately prior to the payment of claims under Section 4a, or shall provide written proof to the Trustee that other financial assurance for operating liability coverage has been obtained equaling the amount necessary to return the trust to its value prior to the payment of claims. If the Grantor does not either make payments to the Trustee or provide the Trustee with such proof, the Trustee shall, within 10 working days after the anniversary date of the payment, provide a written notice of nonpayment to CalRecycle.

Section 16. Amendment of Agreement. This agreement may be amended by an instrument in writing executed by the Grantor, Trustee, and CalRecycle, or by the Trustee and CalRecycle if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and CalRecycle, or by the Trustee and CalRecycle, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor. CalRecycle will agree to termination of the trust when the operator substitutes alternate financial assurance or is released as specified in 27 CCR, Division 2, Subdivision 1, Chapter 6.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or CalRecycle issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act in conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of California.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify and sign under the laws of the State of California that the information in this document is true and correct to the best of his or her knowledge, and is being executed in accordance with the requirements of 27 CCR, Division 2, Subdivision 1, Chapter 6.

Signature of Grantor:	Title:
Typed or Printed Name of Person Signing:	Seal:
Attest: Title	
Signature of Trustee:	Title:
Typed or Printed Name of Person Signing:	Seal:
Attest: Title	

**PRIVACY STATEMENT**

*The Information Practices Act (California Civil Code Section 1798.17) and the Federal Privacy Act (5 U.S.C. 552a(e)(3)) require that this notice be provided when collecting personal information from individuals.*

**AGENCY REQUESTING INFORMATION:** California Department of Resources Recycling and Recovery (CalRecycle).

**UNIT RESPONSIBLE FOR MAINTENANCE OF FORM:** Financial Assurances Section, California Department of Resources Recycling and Recovery (CalRecycle), 801 "K" Street, P.O. Box 4025, Sacramento, California 95812-4025. Contact the Manager, Financial Assurances Section, at (916) 341-6000.

**AUTHORITY:** Public Resources Code section 43600 et seq.

**PURPOSE:** The information provided will be used to verify adequate financial assurance of solid waste disposal facilities listed.

**REQUIREMENT:** Completion of this form is mandatory. The consequence of not completing this form is denial or revocation of a permit to operate a solid waste disposal facility.

**OTHER INFORMATION:** After review of this document, you may be requested to provide additional information regarding the acceptability of this mechanism.

**ACCESS:** Information provided in this form may be provided to the U.S. Environmental Protection Agency, State Attorney General, Air Resources Board, California Department of Toxic Substances Control, Energy Resources Conservation and Development Commission, Water Resources Control Board, and California Regional Water Quality Control Boards. For more information or access to your records, contact the California Department of Resources Recycling and Recovery (CalRecycle), 801 "K" Street, P.O. Box 4025, Sacramento, California 95812-4025, (916) 341-6000.

## EXHIBIT A

TRUST AGREEMENT BY AND BETWEEN The City of Avalon, California  
AND The Northern Trust Company

As provided for in Section 14 of the Trust Agreement, the persons, other than the officials of CalRecycle identified in Section 14 of the Trust Agreement, who, until this Exhibit A is amended, shall have the authority to make orders, requests, and instructions to the Trustee are the persons list in the letter from JoAnne Byrne dated April 24, 2012 attached hereto as Exhibit A-1.

Officials of the Grantor who have authority to give instructions are:

Title: City Manager  
Title: Chief Administrative Officer

Any orders, requests or instructions by the Grantor to the Trustee, pursuant to the foregoing Agreement, may be signed by any one or more of the following persons:

Title: City Manager  
Title: Chief Administrative Officer

TRUST AGREEMENT/DEPOSITORY TRUST

SCHEDULE A

This Agreement demonstrates financial assurance for the following cost estimate(s) and/or operating liability for the following facility(ies):

Solid Waste Information System Number	Name of Facility(ies)	Address of Facility(ies)	Cost Estimates and or operating liability coverage For Which Financial Assurance is Being Demonstrated by This Agreement
19-A-A-0061	Pebble Beach Landfill	1 Dump Road, Avalon, CA 90704	Closure: \$1,506,199 Postclosure: \$2,015,700 Corrective Action: \$1,042,345

The cost estimates listed here were last adjusted on May 1, 2015 for Closure and Post-Closure and on for Corrective Action on June 17, 2015.

TRUST AGREEMENT (ONLY)

SCHEDULE B

The fund is established initially on \_\_\_\_\_, 2012 as consisting of the following:

\$ \_\_\_\_\_, \_\_\_\_\_  
(Spell out dollar amount)

as evidenced by see attached asset statement.

I hereby certify that funds have been received and deposited.

Authorized Signature:	Title:
Typed or Printed Name of Person Signing:	Address:
	Phone Number of Person Signing:

DEPOSITORY TRUST AGREEMENT (ONLY)

SCHEDULE B

List of Property Comprising Trust Fund

None at the time of trust establishment. Funding of this Depository Trust Agreement is contingent upon drafts against that primary,

\_\_\_\_\_ number \_\_\_\_\_ and issued by  
(Surety Bond or Letter of Credit)  
the \_\_\_\_\_ on \_\_\_\_\_  
(Issuing Institution) (Date)  
in accordance with the terms of that  
\_\_\_\_\_ (Surety Bond or Letter of Credit)

\_\_\_\_\_

## CITY COUNCIL

**MEETING DATE:** July 21, 2015

**AGENDA ITEM:** 9

**ORIGINATING DEPT:** Administration

**CITY MANAGER:** RH

**PREPARED BY:** Denise Radde- City Clerk/Chief Administrative Officer

**SUBJECT:** Voting Delegate and Alternate for the Annual League of California Cities Conference

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**RECOMMENDED ACTION(S):** 1) Appoint Oley Olsen as the voting delegate and Anni Marshall and Cinde Cassidy as the alternate delegates, and 2) Adopt resolution designating a voting delegate and alternate for the Annual League of California Cities Conference in September 2015.

**REPORT SUMMARY AND BACKGROUND:** The Annual League of California Cities Conference is being held in San Jose this year on September 30-October 2. An important part of the conference is the Annual Business Meeting, scheduled for 12:00 p.m., Friday, October 2, at the San Jose Convention Center. Here, the League membership considers and takes action on resolutions that establishes League policy. In order to vote at the Business Meeting, City Council must designate a voting delegate and up to two alternate delegates.

Mayor Pro Tem Oley Olsen, Mayor Marshall and Councilmembers Cassidy and Sampson have signed up for the conference.

**FISCAL IMPACTS:** Monies have been placed in the FY 2015/16 budget to attend conferences. (Account 101-10-5510)

**GOAL ALIGNMENT:** Professional development.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION(S):** The City of Avalon will not be able to vote on the Resolutions at the Annual League of California Cities Conference.

**ALTERNATIVE ACTION(S):**N/A

**FOLLOW UP ACTION(S):** If adopted, City Clerk will send certified resolution to the League of California Cities.

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

**ATTACHMENTS:**  
Resolution appointing voting delegates.

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVALON  
APPOINTING A VOTING DELEGATE TO THE 2015 ANNUAL LEAGUE OF  
CALIFORNIA CITIES CONFERENCE**

**WHEREAS**, the Annual League of California Cities Conference will be held in San Jose, Ca. on September 30<sup>th</sup> through October 2<sup>nd</sup>, 2015.

**WHEREAS**, the Annual Business Meeting of the League of California Cities will be held Friday, October 2, 2015 and

**WHEREAS**, traditionally, the Mayor and Mayor Pro Tem are appointed to be the City of Avalon's voting delegate and alternate, and

**WHEREAS**, the Mayor, Mayor Pro Tem and two Councilmembers will be attending the Annual League of California Cities Conference and available to vote at the Annual Business Meeting,

**NOW, THEREFORE**, the City Council of the City of Avalon hereby resolves as follows:

That Mayor Pro Tem Oley Olsen shall be the City of Avalon's Voting Delegate and Mayor Ann H. Marshall and Councilmember Cinde Cassidy shall be the Alternate Voting Delegates at the Annual League of California Cities Conference.

The above and foregoing resolution was passed and adopted at the Avalon City Council meeting held on the 21st of July, 2015 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

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Ann H. Marshall, Mayor

**ATTEST:**

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Denise A. Radde, City Clerk

CITY OF AVALON CITY COUNCIL

MEETING DATE: July 21, 2015

AGENDA ITEM: 10

ORIGINATING DEP: Administration

CITY MANAGER: BA

PREPARED BY: Tiffany Bose, Human Resources Advisor

SUBJECT: Drug Free Workplace Act & Department of Transportation Drug and Alcohol Testing Policy

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**RECOMMENDED ACTION(S):** That the City Council approve Policy P-1, Drug Free Workplace Act & Department of Transportation Drug and Alcohol Testing Policy.

**REPORT SUMMARY:** In order to promote public safety and a drug-free workplace, the U.S. Department of Transportation's (DOT) Federal Motor Carrier Safety Administration (FMCSA) requires that employers have a drug and alcohol testing program for employees working in safety-sensitive positions that operate vessels, drive, or are available to operate vessels or drive, or provide support for commercial motor vehicles for business purposes. Policy P-1 requires that employees be tested in a variety of circumstances as defined in policy for the presence of controlled substances and alcohol and restates the City's "zero-tolerance" policy of maintaining a drug and alcohol free workplace.

**GOAL ALIGNMENT:** Organizational and Staff Development PII.

**FISCAL IMPACTS:** The recently adopted fiscal year 2015/2016 budget already includes money set aside for drug testing under the recruitment and drug-free workplace categories.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:** The City will be out of compliance with the federal regulations.

**FOLLOW UP ACTION:** To be administered by the Human Resources Department and disseminated to all employees and added to the City's intranet website.

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

**ATTACHMENTS:** Drug Free Workplace Act & Department of Transportation Drug and Alcohol Testing Policy, Policy P-1.

CITY OF AVALON CITY COUNCIL

MEETING DATE: July 21, 2015

AGENDA ITEM: 11

ORIGINATING DEP: Public Works

CITY MANAGER: BA

PREPARED BY: Dennis Jaich – Interim Director of Public Works

SUBJECT: Award the Contract for a Master Development Plan –  
Recycled Water

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**RECOMMENDED ACTION(S):**

That the City Council formally authorize the City Manager to enter into an Agreement with the lowest responsible bidder, Michael Baker International, for the project described as “Data for Master Development Plan and Recycled Water Sub-plan”.

**REPORT SUMMARY:**

In May of this year, the Public Works/Capital Improvement Department developed a Request for Proposals (RFP), as a first step for the implementation of Recycled Water in this City and surrounding areas.

The City of Avalon sought proposals from qualified engineering firms with experience and expertise in preparing a Recycled Water Sub-Plan as part of a Master Development Plan for potable water, wastewater, seawater, electricity, and municipal solid waste. The purpose of the Master Development Plan was to help the city realize its Avalon Vision 2020 goals of adequate, properly functioning utility infrastructure and as energy self-sufficient as technology allows. This RFP was intended for a Recycled Water Sub-Plan, a feasibility study, and conceptual design of a recycled water system. The purpose of the recycled water system is to reduce the use and cost of potable water, reduce the operating and maintenance costs of the existing wastewater collection, treatment, and disposal system, and reduce the operating and maintenance costs of the sea water system.

The concept of this work is to provide the City with a long-term source of potable water at a fixed unit price. Complete re-use of potable water supplies, use of current desalination technology, and implementing renewable energy sources, will be considered for the objective of providing a sustainable future for the City of Avalon.

This work will include the study of some of these important tasks:

- Converting the salt water distribution system to recycled water.
- The use of “Disinfected Tertiary” high quality recycled water for non-irrigation access, and firefighting uses.
- Promoting energy efficiency by implementing solar, wind, and wave power.

- Augmenting groundwater supply through injection of advanced treated recycled water.
- Consideration of revisions to the existing desalination situations on the island.

Of the 5 engineering firms that were solicited for this RFP, the City received 2 responsive and responsible bids. One was from Michael Baker International, for a total cost of \$68, 823, and the other from HDR Engineering, Inc., with a total cost for services of \$98,800.00.

**GOAL ALIGNMENT:**

Natural Resources- Reclaimed Water

**FISCAL IMPACTS:**

City Infrastructure Fund 105-75-5005 up to \$70,000 for the work.

**CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:**

Any implementation of recycled water and/or alternate water sources, cannot take place without this important first step.

**FOLLOW UP ACTION**

Allow the City Manager to enter into a Professional Agreement with Michael Baker International for a NTE costs of \$70,000.00

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

**ATTACHMENTS:**

NA