

**AVALON CITY COUNCIL MEETING WILL ALSO INCLUDE A MEETING OF THE
AVALON HOUSING AUTHORITY
TUESDAY, JULY 5, 2016 – 6:00 P.M.
CITY COUNCIL CHAMBERS
410 AVALON CANYON ROAD, AVALON
A G E N D A**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE / INVOCATION / ROLL CALL

ANNOUNCEMENTS / WRITTEN COMMUNICATIONS

CITY MANAGER REPORT / CITY ATTORNEY REPORT

COUNCILMEMBER REPORTS / MAYOR REPORT

PRESENTATION - None

ORAL COMMUNICATION

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

CONSENT CALENDAR

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

1. Actions

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

Recommended Action

Approve actions from the June 7, 2016, and June 21, 2016 regular City Council meetings and the June 7, 2016 and June 28, 2016 Special City Council meetings.

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2. City Manager Employment Agreement with David M. Jinkens
The City Council is charged with hiring a City Manager and setting his compensation and expense allowances. In January, 2016 the Council had engaged the services of a professional recruitment firm, reviewed applicants and interviewed candidates. They selected Mr. Jinkens and directed the City Attorney to prepare an employment agreement.
Recommended Action
Approve and authorize execution of the employment agreement for City Manager services with David M. Jinkens.

3. Adopt Resolutions of the Annual Grease Collection Service Fees, Trash Collection Service Fees, Saltwater Standby Charges, and Sewer User Fees
Adopt resolutions adopting the reports for the annual Trash Collection Service Fees, Grease Collection Service Fees, Sewer User Fees and Saltwater Standby Charges, and directing the City Clerk to file said reports with the Los Angeles County Auditor and request the Auditor place the Fiscal Year 2015/2016 fees on the Tax Roll.

4. Law Enforcement Services Agreement with Los Angeles County
This agreement establishes the annual fee for Los Angeles County to provide law enforcement services to the City for FY 2016/2017.
Recommended Action
Adopt resolution notifying the Los Angeles County Board of Supervisors of the City's desire to receive specified law enforcement services from the Los Angeles County Sheriff's office, authorizing the expenditure of COPS Grant Funds and authorize the City Manager to execute the City County Municipal Law Enforcement Services Agreement for Fiscal Year 2016/2017.

GENERAL BUSINESS - Public Hearing on Item 1

1. Adoption of Proposed FY 16/17 Miscellaneous Fee Schedule
The City's Miscellaneous Fee Schedule includes the fees the City can charge for providing certain services to the community. These fees are associated with all City related services or programs, such as those provided by recreation, planning and building, administration, law enforcement, harbor, cemetery, finance, public works and the fire department that confer a benefit, grant a privilege, perform regulatory duties, enforce laws or are a condition of development. A Public Hearing is required by the City's Municipal Code. These fees will be effective on July 6, 2016.
Recommended Action
Open Public Hearing to receive public comment, and then close Public Hearing. Adopt resolution setting fees for services, facilities and activities of the City of Avalon for Fiscal Year 2016/2017.

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2. Letter to the California Public Utilities Commission (CPUC) Requesting Expedited Decision on Request for Rehearing
Councilmember Sampson has placed this item on the agenda to obtain approval from the City Council for the City Attorney to write to the CPUC requesting expedited treatment of the pending application for a rehearing. After the hearing determination the Attorney General's office may proceed with its processing of the City's request for guidance on the question of access, and the on-going questions of access may be finally concluded, giving the public and the City answers regarding the status of the request for multiple freight lines.
Recommended Action
Consider Councilmember Sampson's Request to Authorize the City Attorney to write and transmit a letter to the California Public Utilities Commission ("CPUC" or the "Commission") requesting an expedited hearing and/or ruling on the pending application for rehearing of the Commission's decision in consolidated proceedings A.14-10-015 and A.15-01-005.

2. Consideration of Support for Virtual Reality Event in the City of Avalon at Descanso Beach
Hear presentation, discuss, and provide direction to Staff.

CLOSED SESSION

******The fourth item in Closed Session is the "City of Avalon acting for itself and the Avalon Housing Authority".**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: One City leased property – Casino Dock Cafe
Negotiating Parties: Russ and Jenny Armstrong
Agency Negotiators: City Council, Interim City Manager Denise Radde and City Attorney Scott Campbell
Under Negotiation: Price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Two Cases

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: One City leased property – The Catalina Island Yacht Club
Negotiating Parties: Randy Barb, Chairman
Agency Negotiators: City Council, Interim City Manager Denise Radde and City Attorney Scott Campbell
Under Negotiation: Price and terms of payment

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4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 206 East Whittley
Agency Negotiators: City Council, Interim City Manager Denise Radde and City Attorney Scott Campbell
Negotiating Parties: Unknown
Under Negotiation: Price and terms of payment

ADJOURN

NOTICE OF POSTING

I, Denise Radde, declare that the City Council Agenda for July 5, 2016 was posted Friday, July 1, 2016, on the City's website www.cityofavalon.com, and at City Hall, 410 Avalon Canyon Road. Copies of agendas and staff reports are available at City Hall.



Denise A. Radde, City Clerk / Interim City Manager

CITY OF AVALON CITY COUNCIL

MEETING DATE: July 5, 2016
ORIGINATING DEP: City Clerk
PREPARED BY: Denise Radde, City Clerk
SUBJECT: City Council Actions

AGENDA ITEM: 1

CITY MANAGER: DR

RECOMMENDED ACTION(S): Approve actions from the June 7, 2016 and June 21, 2016 regular City Council meetings and the June 7, 2016 and June 28, 2016 Special City Council meetings..

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

FISCAL IMPACTS: N/A

GOAL ALIGNMENT: Not aligned,

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION: N/A

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

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

ATTACHMENTS:

- Actions for the June 7, 2016 regular City Council meeting and the Special City Council meeting on June 7, 2016 and June 28, 2016.
- June 21, 2016 will be provided under separate cover.

**SPECIAL MEETING OF THE
CITY OF AVALON CITY COUNCIL
TUESDAY, JUNE 7, 2016
ACTIONS**

CITY COUNCIL CALL TO ORDER 12:12 p.m.

ROLL CALL – Mayor Anni Marshall, Mayor Pro Tem Oley Olsen, Councilmembers Cinde Cassidy, Richard Hernandez, and Joe Sampson. Also present Interim City Manager/City Clerk Denise Radde.

CLOSED SESSION 12:12-5:10 p.m.

Following the appropriate announcement of the Closed Session items the City Council went into Closed Session to discuss the following:

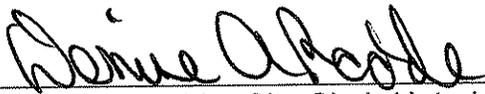
1. PUBLIC EMPLOYMENT APPOINTMENT
Title: City Manager

Following Closed Session Mayor Marshall announced there was no reportable actions.

ADJOURN

Mayor Marshall adjourned the Special City Council meeting at 5:10 p.m.

I, Denise Radde, City Clerk of the City of Avalon, do hereby certify that the DVD videotape of the Special City Council Meeting on June 7, 2016, is the official record of that Council Meeting and is on file and maintained in City Hall.



Denise A. Radde, City Clerk / Interim City Manager

**CITY OF AVALON CITY COUNCIL
TUESDAY, JUNE 7, 2016
ACTIONS**

CITY COUNCIL CALL TO ORDER 6:05 p.m.

ROLL CALL - Mayor Anni Marshall, Mayor Pro Tem Oley Olsen, Councilmembers Cinde Cassidy, Richard Hernandez, and Joe Sampson. Also present Interim City Manager/City Clerk Denise Radde and City Attorney Scott Campbell.

WRITTEN COMMUNICATION The City Clerk noted that written communication was received for Items 4, 5 and 7 on the agenda.

CONSENT CALENDAR

There were four items on the Consent Calendar. Cinde Cassidy pulled Items 3 and 4 for discussion. Motion to approve Consent Calendar items 1 and 2 by Cinde Cassidy, seconded by Anni Marshall. (All Ayes)

1. Actions
Approved actions from the April 19, 2016, May 3, 2016 and May 17, 2016 regular City Council meetings.

2. Purchase of an Electrical Panel from Walters Wholesale Electric
Authorized the Interim City Manager to purchase the required commercial pedestal housing service meter for the EBus Charging Station from Walters Wholesale Electric, at a cost of \$12,148.48 plus barge freight charges and determined that the purchase can be done more economically and efficiently without strictly following the bidding procedures.

Pulled Items:

3. Purchase of a Heavy-duty Mobile Column Lift
Motion to authorize the purchase of a CLHM-185 Mobile Column Lift in the amount of \$46,275, plus tax, from NAPA Tools and Equipment by Cinde Cassidy, seconded by Oley Olsen. (All Ayes)

4. Encroachment Permit for Construction of Off Street Parking at 340 Wrigley Terrace Road
Councilmember Cassidy abstained from this item due to a potential conflict of interest, living within 500 feet of the applicant. After a short discussion it was pulled from the agenda and held over until the June 21, 2016 when the applicant and staff could be present to answer some questions.

GENERAL BUSINESS - Public Hearing

5. Saltwater and Sewer Fees for FY 2016/2017
Opened the public hearing and heard public comments. Motion to introduce the ordinance establishing rates for saltwater service fees and sewer service fees by Oley Olsen, seconded by Cinde Cassidy. (All Ayes)

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GENERAL BUSINESS

6. Expulsion Appeal – Vessel Pandemonium
Heard an expulsion appeal for the vessel Pandemonium, citation issued April 13, 2016. Motion to deny the appeal of the one-year expulsion from Avalon Harbor by Cinde Cassidy, seconded by Oley Olsen. (All Ayes)

7. Verification of Sufficiency of Signatures for Petition Entitled “Initiative Measure Regarding the Avalon Medical Marijuana Use Act of 2016”
 1. Motion to receive, file and accept Certificate of Sufficiency of Initiative Petition by Oley Olsen, seconded by Joe Sampson. (all Ayes)

 2. Comments were received from the audience. After discussion Cinde Cassidy made a motion to adopt a resolution slating the initiative be on the next General Election in April 10, 2018, no second was given, so the motion died.

Directed Staff to prepare a report analyzing the impact of the proposed initiative measure and adopted Resolution 16-17 authorizing the submittal to qualified voters of the City of Avalon an initiative measure permitting medical marijuana dispensaries and similar facilities with the City, subject to annual license taxes and individual transaction fees, at a Special Municipal Statewide General Election to be held November 8, 2016 and setting rules for arguments for and against said measure. Motion by Oley Olsen, seconded by Anni Marshall. (4 Ayes- Oley, Marshall, Hernandez and Sampson, 1 No- Cassidy)

ADJOURN

Mayor Marshall adjourned the City Council meeting at 8:18 p.m.

I, Denise Radde, City Clerk of the City of Avalon, do hereby certify that the DVD videotape of the City Council Meeting on June 7, 2016, is the official record of that Council Meeting and is on file and maintained in City Hall.



Denise A. Radde, City Clerk / Interim City Manager

**SPECIAL MEETING OF THE
CITY OF AVALON CITY COUNCIL
TUESDAY, JUNE 28, 2016
ACTIONS**

CITY COUNCIL CALL TO ORDER 8:34 a.m.

ROLL CALL – Mayor Pro Tem Oley Olsen, Councilmembers Cinde Cassidy, Richard Hernandez, and Joe Sampson. Also present Interim City Manager/City Clerk Denise Radde. Absent: Mayor Anni Marshall.

CONSENT - None

GENERAL BUSINESS

1. Joe Machado Field Artificial Turf Project
After discussion and comments from the audience a motion was made by Cinde Cassidy to award the contract in the amount of \$1,275,000 to Hellas for the design and construction of an artificial turf surface at Joe Machado Field, authorizing contingency funds in the amount of 15% of the contract award, and to appropriate funds from the general fund to be utilized, with the addition of the request for Staff to look into financing option and second the request of Staff to aggressively work with Long Beach Unified School District in funding to help offset this cost. Seconded by Oley Olsen. (4 Ayes- Olsen, Cassidy, Hernandez and Sampson, 1 Absent- Marshall)

ADJOURN

Mayor Pro Tem Olsen adjourned the Special City Council meeting at 9:46 a.m.

I, Denise Radde, City Clerk of the City of Avalon, do hereby certify that the DVD videotape of the Special City Council Meeting on June 28, 2016, is the official record of that Council Meeting and is on file and maintained in City Hall.



Denise A. Radde, City Clerk / Interim City Manager

CITY OF AVALON CITY COUNCIL

MEETING DATE: July 5, 2016 AGENDA ITEM: 2
ORIGINATING DEP: City Attorney CITY MANAGER: BR
PREPARED BY: City Attorney Scott Campbell
SUBJECT: Consideration of City Manager Employment Agreement with David M. Jinkens

RECOMMENDED ACTION(S):

That the City Council approve and authorize execution of the attached Employment Agreement for City Manager services with David M. Jinkens.

REPORT SUMMARY:

After a thorough recruitment process and consideration of numerous candidates for the position of City Manager, the City Council selected Mr. David M. Jinkens as the City Council's preferred candidate. The proposed action formalizes the City Council's decision and memorializes the employment relationship between the City and Mr. Jinkens.

GOAL ALIGNMENT:

The City Council is charged with hiring a City Manager and setting his/her compensation and expense allowances. In order to find the most qualified candidate for the City Manager position, the Council engaged the services of a professional recruitment firm, reviewed a number of applicants and interviewed those that the City Council ranked highest. As a result thereof, the City Council selected Mr. Jinkens to serve as City Manager and directed the City Attorney to prepare an employment contract. The proposed Employment Agreement between the City and Mr. Jinkens addresses and satisfies the directives provided by the City Council.

FISCAL IMPACTS:

Because the financial arrangements are similar to those of the City's prior City Manager, which were already included in the budget, execution of the Employment Agreement is not expected to result in any financial impact to the City.

The proposed Employment Agreement with Mr. Jinkens is attached. The general deal points are as follows:

- Term of 4 years, with annual evaluation
- Annual salary of \$170,000 per year, subject to cost of living increases afforded to all City employees and potential for merit increases at the discretion of the City Council
- Insurance, retirement, sick, vacation and other benefits will be the same as provided to management employees
- Administrative leave of 80 hours per year

- Moving and relocation allowance in an amount up to \$3000
- City provided housing and expenses associated therewith for 1 year
- Use of existing City owned vehicle or golf cart for City business
- Six months' severance if termination is not for cause

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:

The City Council would need to re-engage the recruitment process for the City Manager position.

FOLLOW UP ACTION: Execute the agreement.

ADVERTISING, NOTICE AND PUBLIC CONTACT:

Pursuant to the Brown Act, the agenda for this public meeting was appropriately posted.

ATTACHMENTS:

Attachment 1 – Employment Agreement between The City of Avalon and David M. Jinkens

EMPLOYMENT AGREEMENT

This Agreement, dated as of July __, 2016, is between The City of Avalon (“Employer” or “City”) a municipal entity of the State of California Government Code, and David M. Jinkens (“Employee”) an individual. Employer and Employee agree to the following terms and conditions of employment.

1. Term of Employment. Employer shall employ Employee from the Effective Date of this Agreement for a term of four (4) years. The Effective Date of this Agreement shall be July __, 2016. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City of terminate the service of Employee at any time, subject only to the provisions set forth in Section 5 below.

2. Position and Responsibilities.

(a) Position. Employee accepts employment with Employer as City Manager and shall perform all services appropriate to that position, as well as such other services consistent with the City Manager position as may be assigned by Employer. These duties include, but are not limited to, those set forth in the City Council Municipal Code, the relevant portions of which are attached as Exhibit “A” to this Agreement. Employee agrees that he will be a full-time resident of City for the term of this Agreement. Employee shall (1) have full authority over all City departments, and (2) shall have the authority to propose organizational changes to the City Council, except as otherwise provided by State law or the City Municipal Code, and shall devote his best efforts and full-time attention to the performance of his duties.

(b) Other Activity. Employee (during his employment with Employer) shall not engage, directly or indirectly, in any other business, commercial, or professional activity (whether or not pursued for pecuniary advantage) that is or may generate financial or other conflict of interest with his position as City Manager or the appearance thereof. If Employee is not certain whether or not a particular proposed outside activity is permitted under this Agreement, he shall ask the City Council in writing for a determination thereon before engaging in the activity, and the City Council shall within thirty (30) days make a determination thereon. Failure to act on the part of the City Council within said thirty (30) day period shall be deemed approval.

3. Compensation and Benefits.

(a) Compensation. Employer shall pay Employee a salary of One Hundred and Seventy Thousand Dollars (\$170,000) per year, in accordance with Employer’s regularly established policies for payroll distribution. Employee will receive cost of living increases as may be provided to other City employees during the term of the Agreement. Employee is also eligible for merit increases during the term of this Agreement at the discretion of and as may be negotiated by the City Council. In no event

shall Employee's salary decrease during the terms of the Agreement unless specifically agreed to by Employee and the City.

(b) Benefits. Except as specifically set forth in this Agreement, Employee shall be entitled to receive benefits as provided to other management employees of the City as permitted by California law.

(i) Expenses. Employer shall reimburse Employee for reasonable travel and other business expenses incurred by Employee in the performance of his duties, in accordance with Employer's policies, as they may be amended in Employer's sole discretion. Commuting expenses to and from Avalon not directly related to City travel and meetings and not covered by the Employee's policies, shall be borne solely by Employee.

(ii) Administrative Leave. Employee shall be entitled to take up to eighty (80) administrative leave hours each year. Employee shall be provided with the eighty (80) administrative leave hours on his first day of employment, and will be awarded another eighty (80) administrative leave hours on his anniversary date. There is no cap on the number of hours of administrative leave that Employee may accrue during the term of the Agreement. Any accrued administrative leave not taken by Employee will be paid out upon separation consistent with any limitations set forth by State law and the City's policies.

(iii) Moving Allowance. Employer will reimburse Employee a maximum of three thousand dollars (\$3,000) for moving and relocation expenses, including travel expenses relating to moving, within 12 months of the Effective Date of this Agreement upon proof of such expenses.

(iv) Housing. Employer will provide Employee with use of a City owned one-bedroom or two-bedroom house for a period of one (1) year after the Effective Date of this Agreement. Employer shall pay all costs associated with the housing.

(v) Vehicle. Employer will provide Employee with use of an existing City owned vehicle, which may be a golf cart, during the term of this Agreement for use on City business in his capacity as City Manager. At the discretion of the City Council, Employer may provide Employee with a reasonable vehicle allowance, to be determined by the City Council, in lieu of a vehicle.

(vi) Professional Development. Employer agrees to budget and to pay Employee's travel subsistence expenses, subject to policies and procedures of Employer, for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the LOCC Annual Conference and such other national, regional, state and local government groups and committees thereof which Employee serves as a member.

(vii) Professional Membership. Employer agrees to budget and to pay for the professional dues and subscriptions necessary for Employee's continued and full participation in national, state, regional and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer, including but not limited to membership in ICMA and California Association for Local Economic Development.

(viii) Electronic Equipment. Employer will purchase and provide Employee a cell phone and laptop computer sufficient to allow Employee to perform his functions and conduct City business, and will pay all costs associated with service for and reasonable maintenance of the cell phone and laptop computer. Employer specifically allows Employee to make reasonable personal use thereof. However, given that the cell phone and laptop are property of the Employer, Employee has no reasonable expectation of privacy in the contents thereof.

4. Reinstatement and Retirement Benefits.

(a) Reinstatement. Employee acknowledges that his employment with the City as City Manager is subject to reinstatement from retired status into active employment. As a result, Employee understands that he will stop receiving a retirement benefit allowance from CalPERS until a subsequent retirement but will earn additional service credit towards such subsequent retirement.

In order to process the reinstatement, Employee/Employer will need to submit the "Reinstatement From Service Retirement Application" to CalPERS at the earliest opportunity in order to minimize any overlap between employment and continued receipt of the retirement benefit allowance. Employee understands that any retirement benefit allowance received after his employment with the Employer has commenced will need to be returned to CalPERS.

(b) CalPERS. The Employer contracts with CalPERS for retirement benefits. Employee will be entitled to those benefits under the terms of the contract between the Employer and CalPERS. The applicable retirement formula will be determined by CalPERS after the Employer has enrolled Employee into CalPERS. Employer will take all appropriate action to support Employee request for determination that he is a classic member and endeavor to treat him as same in terms of benefits provided in whatever way is legally possible. Employee shall complete the "Member Reciprocal Self-Certification Form" and submit the form to the Employer within 10 business days after employment has commenced.

5. At-Will Employment.

(a) At-Will. Employer and Employee expressly agree that the employment relationship created by this Agreement is "at-will" and that Employee serves at the will and pleasure of the City Council. Nothing in this Agreement or any statute, ordinance, or rule shall prevent, limit or otherwise interfere with the right of the City to terminate, without cause or right of appeal or grievance, the services of the Employee at

any time except Employee shall not be terminated without cause within a period of 120 days after or ninety (90) days before a regular election in which a City Council is seated.

(b) By Employer Not for Cause. Employer may terminate Employee for any reason, without cause, by providing Employee written notice and six (6) months' salary and health benefits. Salary shall be paid in regular pay increments. Notwithstanding the prior sentence, salary and health benefits shall cease immediately upon Employee commencing new employment, which Employee will diligently seek. Employee is obligated to immediately notify the Mayor in writing upon finding new employment. Employer may discipline, demote, or dismiss Employee as provided in this Section 5 notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of Employer relating to the employment, discipline, or termination of its employees.

(c) By Employee Not for Cause. At any time, Employee may terminate his employment with Employer for any reason by providing Employer six (6) months' advance written notice. Employer shall have the option, in its complete discretion, to make Employee's termination effective at any time prior to the end of such notice period, provided Employer pays Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Employee would have earned through the balance of the above notice period, not to exceed six (6) months'; thereafter, all of Employer's obligations under this Agreement shall cease.

Notwithstanding any other provision herein, in accordance with Government Code Section 53260, the cash payment that Employee may receive in the event of the termination of this Agreement as set forth in shall not exceed an amount equal to the monthly base salary of Employee multiplied by the number of months left on the unexpired term of this Agreement, up to a maximum of 18 months.

(d) By Employer for Cause. Employer may immediately terminate this Agreement by providing Employee written notice of the cause for termination. Employee shall be entitled to a post-termination appeal before the City Council, or its designee, by delivering a request for appeal to the Mayor within ten (10) days of the date of the notice of termination. The sole purpose of the appeal hearing will be to determine whether there was cause for termination. All compensation and benefits shall immediately terminate upon the effective date of any for cause of termination.

For the purposes of this Agreement, termination shall be "for cause" if Employee: (i) refuses or fails to act in accordance with any specific, lawful, significant direction or order from the City Council; (ii) is convicted of a felony; (iii) willfully fails to perform the duties set forth herein; or (iv) is convicted of any criminal act involving fraud, malfeasance, or an act of misfeasance.

(e) Termination Obligations. Employee agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to Employer and shall be

returned promptly to Employer upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement. As required by Government Code Section 53243.2, any cash settlement related to the termination of Employee shall be fully reimbursed to Employer if the Employee is convicted of a crime involving an abuse of his office or position.

6. Evaluation. Employee will be evaluated on at least an annual basis by the City Council. Failure of the City Council to provide such evaluation shall not in any way limit the City Council's ability to terminate this Agreement pursuant to Section 5. At the annual evaluation, the City Council may consider adjustments to Employee's compensation.

7. Indemnification. City shall to the fullest extent permitted by law indemnify and hold harmless Employee from and against any and all claims, actions, or causes of action of any kind for which Employee may be held liable and which arise out of or relate to Employee's performance of his job duties at City provided (1) Employee acted in good faith at all times and (2) Employee's actions, or failures to act, giving rise to the liability occurred within the course and scope of his employment at City.

In addition City shall defend at City expense and with counsel of City's choosing any action, claim, or proceeding in which Employee is named and which alleges action on the part of Employee, or failures to act, within the scope of the above-referenced indemnity obligations even if such action, claim, or proceeding is ultimately proved groundless.

8. Proprietary Information. "Proprietary Information" is all information and any idea pertaining in any manner to the business of Employer (or any Employer affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of Employer in the course of his or her employment or otherwise produced or acquired by or on behalf of Employer. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulas, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of Employer's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by Employer, Employee shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of Employer and as is necessary to perform his job responsibilities under this Agreement. Following termination, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of Employer. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

9. Notices. Any notice or other communication under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed

to Employer at the address below, or to Employee at the last known address maintained in Employee's personnel file. Employee shall be obligated to notify Employer in writing of any change in his address. Notice of change of address shall be effective only when done in accordance with this Section.

Employer's Notice Address:

Mayor, City of Avalon
P. O. Box 707
Avalon, CA 90704

Employee's Notice Address:

David M. Jinkens

10. Action by Employer. All actions required or permitted to be taken under this Agreement by Employer, including, without limitation, exercise of discretion, consents, waivers and amendments to this Agreement, shall be made and authorized only by the City Council or by its representative specifically authorized in writing to fulfill these obligations under this Agreement.

11. Direction from City Council. Employee shall take direction as to matters of City business only from the City Council as a whole or from a duly authorized City Council member who has been granted the power by the City Council at a duly noticed and publicly held meeting to give direction to Employee.

12. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

13. Employee Acknowledgment. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

14. General Provisions.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement may be amended in writing and signed by both Parties.

(b) Severability. If any provision, or any portion thereof, contained in

this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(c) Bonding. If applicable, the City shall bear the full cost of any fidelity or other bonds required of Employee in the performance of his duties as City Manager.

(d) Modification. Any modification to this Agreement will be effective only if it is in writing and signed by both Parties.

(e) Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

(f) Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him without the prior written consent of the City Council. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Council, be null and void and may be considered a material breach of this Agreement.

(g) No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

(h) Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of California.

(j) Venue. The venue for any litigation to interpret or enforce this Agreement shall be in the Los Angeles Superior Court. The parties have duly executed this Agreement as of the date first written above.

DAVID M. JINKENS

THE CITY OF AVALON

By: _____
Ann Marshall, Mayor
City of Avalon

APPROVED AS TO CONTENT AND FORM

By: _____
Scott Campbell
Avalon City Attorney

CITY OF AVALON CITY COUNCIL

MEETING DATE: July 5, 2016

AGENDA ITEM: 3

ORIGINATING DEP: Administration

CITY MANAGER: RR

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

SUBJECT: Adopt Resolutions for the Annual Trash Collection Services Fees, Grease Collection Service Fees, Sewer User Fees, and Saltwater Standby Charges

RECOMMENDED ACTION(S): Adopt four resolutions adopting the reports for the Annual Trash Collection Service Fees, Grease Collection Service Fees, Sewer User Fees and Saltwater Standby Charges, and directing the City Clerk to file said reports with the Los Angeles County Auditor and request the Auditor place the Fiscal Year 2015/2016 fees on the Tax Roll.

REPORT SUMMARY: At the June 21, 2016 City Council meeting, City Council by a 4/0 vote adopted Ordinance 1149-16 establishing new rates for saltwater service fees and sewer user fees. Additionally, Council adopted the written reports of the annual City of Avalon property related fees, directed the City Clerk to file the reports with the Los Angeles County Auditor and request the Auditor place the Fiscal Year 2016/2017 property related fees on the Tax Roll.

Adopting these resolutions will simply close the loop on this process before sending reports to the Los Angeles County Auditor. Collecting the fees on the Tax Rolls saves the City the costs of billing the fees itself.

FISCAL IMPACTS: The cost of collecting the fees is lower through the County, versus the City collecting the fees.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION: The Los Angeles County Auditor will be unable to place the property related service fees on the Tax Rolls and the City would have to bill for these fees.

GOAL ALIGNMENT: City Infrastructure.

FOLLOW UP ACTION: City Clerk will file report with the Los Angeles County Auditor, and request the Auditor place the Fiscal Year 2016-2017 property related fees on the Tax Roll.

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

ATTACHMENTS: Four resolutions.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AVALON ADOPTING THE REPORT OF
THE ANNUAL GREASE COLLECTION SERVICE
FEES AND DIRECTING THE CITY CLERK OF THE
CITY TO FILE SAID REPORT WITH THE LOS
ANGELES COUNTY AUDITOR AND
REQUEST THE AUDITOR PLACE THE
FISCAL YEAR 2016-2017 GREASE COLLECTION
SERVICE FEES ON THE TAX ROLL**

WHEREAS, the City's grease collection service fees (the "Collection Fees") were previously adopted by the City Council; and

WHEREAS, a written report (the "Report"), a copy of which is attached hereto and by this reference incorporated herein, has been filed with the City Clerk describing each parcel of real property subject to the Collection Fees and amount of the Collection Fees to be imposed thereon for Fiscal Year 2016-2017; and

WHEREAS, the City Clerk has caused notice of the filing of the Report proposing to have such charges for the forthcoming fiscal year collected on the tax roll and of the time and the date of hearing to consider such Report to be published in the newspaper, all in accordance with California Health and Safety Code section 5473.1; and

WHEREAS, the City Council has heard and considered all objections and protests to the Report and has determined and hereby finds that protests have not been made by the owners of a majority of the separate parcels or property described in the Report; and

WHEREAS, the City Council has determined to adopt the Report and collect the Collection Fees, any delinquent Collection Fees, and any penalties on the tax roll, which Collection Fees shall constitute a lien against the parcel or parcels of land described in the Report in accordance with California Health and Safety Code sections 5473 *et seq.*; and

WHEREAS, the County of Los Angeles is willing to place as direct assessments on property tax bills which the County collects on the City's behalf under the General Services Agreement between the City and the County pursuant to California Government Code §§51800 and 29304; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AVALON AS FOLLOWS:

Section 1. The City Council hereby finds and determines that the Recitals are true and correct and are incorporated herein.

Section 2. The City Council of the City hereby adopts the Report. On or before the 10th day of August, 2016, the City Clerk is hereby directed to file a copy of the Report

with the Los Angeles County Auditor, together with a statement endorsed thereon over her signature that the Report has been adopted by the City Council and shall request that the Collection Fees be collected on the tax bills for the taxable parcels in the City identified in the Report and such Collection Fees shall be collected at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes for the City, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties to be levied on and collected from the owners of said parcels.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED BY the City Council of the City of Avalon, Avalon, California, held on the 5th day of July, 2016, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Ann H. Marshall, Mayor

ATTEST:

Denise A. Radde, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AVALON ADOPTING THE REPORT OF
THE ANNUAL TRASH COLLECTION SERVICE
FEES AND DIRECTING THE CITY CLERK OF THE
CITY TO FILE SAID REPORT WITH THE LOS
ANGELES COUNTY AUDITOR AND
REQUEST THE AUDITOR PLACE THE
FISCAL YEAR 2016-2017 TRASH COLLECTION
SERVICE FEES ON THE TAX ROLL**

WHEREAS, the City's trash collection service fees (the "Collection Fees") were previously adopted by the City Council; and

WHEREAS, a written report (the "Report"), a copy of which is attached hereto and by this reference incorporated herein, has been filed with the City Clerk describing each parcel of real property subject to the Collection Fees and amount of the Collection Fees to be imposed thereon for Fiscal Year 2016-2017; and

WHEREAS, the City Clerk has caused notice of the filing of the Report proposing to have such charges for the forthcoming fiscal year collected on the tax roll and of the time and the date of hearing to consider such Report to be published in the newspaper, all in accordance with California Health and Safety Code section 5473.1; and

WHEREAS, the City Council has heard and considered all objections and protests to the Report and has determined and hereby finds that protests have not been made by the owners of a majority of the separate parcels or property described in the Report; and

WHEREAS, the City Council has determined to adopt the Report and collect the Collection Fees, any delinquent Collection Fees, and any penalties on the tax roll, which Collection Fees shall constitute a lien against the parcel or parcels of land described in the Report in accordance with California Health and Safety Code sections 5473 *et seq.*; and

WHEREAS, the County of Los Angeles is willing to place as direct assessments on property tax bills which the County collects on the City's behalf under the General Services Agreement between the City and the County pursuant to California Government Code §§51800 and 29304; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AVALON AS FOLLOWS:

Section 1. The City Council hereby finds and determines that the Recitals are true and correct and are incorporated herein.

Section 2. The City Council of the City hereby adopts the Report. On or before the 10th day of August, 2016, the City Clerk is hereby directed to file a copy of the Report

with the Los Angeles County Auditor, together with a statement endorsed thereon over her signature that the Report has been adopted by the City Council and shall request that the Collection Fees be collected on the tax bills for the taxable parcels in the City identified in the Report and such Collection Fees shall be collected at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes for the City, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties to be levied on and collected from the owners of said parcels.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED BY the City Council of the City of Avalon, Avalon, California, held on the 5th day of July, 2016, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Ann H. Marshall, Mayor

ATTEST:

Denise A. Radde, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AVALON ADOPTING THE REPORT OF
THE ANNUAL SALTWATER STANDBY CHARGES
AND DIRECTING THE CITY CLERK OF THE CITY
TO FILE SAID REPORT WITH THE LOS
ANEGELES COUNTY AUDITOR AND
REQUEST THE AUDITOR PLACE
THE FISCAL YEAR 2016-2017 SALTWATER
STANDBY CHARGES ON THE TAX ROLL**

WHEREAS, the City's saltwater standby charges (the "Standby Charges") were previously adopted by the City Council; and

WHEREAS, a written report (the "Report"), a copy of which is attached hereto and by this reference incorporated herein, has been filed with the City Clerk describing each parcel of real property subject to the Standby Charges and amount of the Standby Charges to be imposed thereon for Fiscal Year 2016-2017; and

WHEREAS, the City Clerk has caused notice of the filing of the Report proposing to have such charges for the forthcoming fiscal year collected on the tax roll and of the time and the date of hearing to consider such Report to be published in the newspaper, all in accordance with California Health and Safety Code section 5473.1; and

WHEREAS, the City Council has heard and considered all objections and protests to the Report and has determined and hereby finds that protests have not been made by the owners of a majority of the separate parcels or property described in the Report; and

WHEREAS, the City Council has determined to adopt the Report and collect the Standby Charges, any delinquent Standby Charges, and any penalties on the tax roll, which Standby Charges shall constitute a lien against the parcel or parcels of land described in the Report in accordance with California Health and Safety Code sections 5473 *et seq.*; and

WHEREAS, the County of Los Angeles is willing to place as direct assessments on property tax bills which the County collects on the City's behalf under the General Services Agreement between the City and the County pursuant to California Government Code §§51800 and 29304; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AVALON AS FOLLOWS:

Section 1. The City Council hereby finds and determines that the Recitals are true and correct and are incorporated herein.

Section 2. The City Council of the City hereby adopts the Report. On or before the 10th day of August, 2016, the City Clerk is hereby directed to file a copy of the Report

with the Los Angeles County Auditor, together with a statement endorsed thereon over her signature that the Report has been adopted by the City Council and shall request that the Standby Charges be collected on the tax bills for the taxable parcels in the City identified in the Report and such Standby Charges shall be collected at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes for the City, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties to be levied on and collected from the owners of said parcels.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED BY the City Council of the City of Avalon, Avalon, California, held on the 5th day of July, 2016, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Ann H. Marshall, Mayor

ATTEST:

Denise A. Radde, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF AVALON ADOPTING THE REPORT OF
THE ANNUAL SEWER USER FEES AND
DIRECTING THE CITY CLERK OF THE CITY TO
FILE SAID REPORT WITH THE LOS ANGELES
COUNTY AUDITOR AND REQUEST THE
AUDITOR PLACE THE FISCAL YEAR 2016-2017
SEWER USER FEES ON THE TAX ROLL**

WHEREAS, the City's sewer user fees (the "User Fees") were previously adopted by the City Council; and

WHEREAS, a written report (the "Report"), a copy of which is attached hereto and by this reference incorporated herein, has been filed with the City Clerk describing each parcel of real property subject to the User Fees and amount of the User Fees to be imposed thereon for Fiscal Year 2016-2017; and

WHEREAS, the City Clerk has caused notice of the filing of the Report proposing to have such charges for the forthcoming fiscal year collected on the tax roll and of the time and the date of hearing to consider such Report to be published in the newspaper, all in accordance with California Health and Safety Code section 5473.1; and

WHEREAS, the City Council has heard and considered all objections and protests to the Report and has determined and hereby finds that protests have not been made by the owners of a majority of the separate parcels or property described in the Report; and

WHEREAS, the City Council has determined to adopt the Report and collect the User Fees, any delinquent User Fees, and any penalties on the tax roll, which User Fees shall constitute a lien against the parcel or parcels of land described in the Report in accordance with California Health and Safety Code sections 5473 *et seq.*; and

WHEREAS, the County of Los Angeles is willing to place as direct assessments on property tax bills which the County collects on the City's behalf under the General Services Agreement between the City and the County pursuant to California Government Code §§51800 and 29304; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AVALON AS FOLLOWS:

Section 1. The City Council hereby finds and determines that the Recitals are true and correct and are incorporated herein.

Section 2. The City Council of the City hereby adopts the Report. On or before the 10th day of August, 2016, the City Clerk is hereby directed to file a copy of the Report with the Los Angeles County Auditor, together with a statement endorsed thereon over her signature that the Report has been adopted by the City Council and shall request that

the User Fees be collected on the tax bills for the taxable parcels in the City identified in the Report and such User Fees shall be collected at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes for the City, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties to be levied on and collected from the owners of said parcels.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED BY the City Council of the City of Avalon, Avalon, California, held on the 5th day of July, 2016, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ann H. Marshall, Mayor

ATTEST:

Denise A. Radde, City Clerk

CITY OF AVALON CITY COUNCIL

MEETING DATE: July 5, 2016 AGENDA ITEM: 4
ORIGINATING DEP: Administration CITY MANAGER: DR
PREPARED BY: Denise Radde, Interim City Manager/City Clerk
SUBJECT: Law Enforcement Services Agreement with Los Angeles County

RECOMMENDED ACTION(S):

Adopt resolution notifying the Los Angeles County Board of Supervisors of the City's desire to receive specified law enforcement services from the Los Angeles County Sheriff's office, authorizing the expenditure of COPS Grant Funds and authorize the City Manager to execute the City County Municipal Law Enforcement Services Agreement for Fiscal Year 2016-2017.

REPORT SUMMARY:

The attached agreement establishes the annual fee for Los Angeles County to provide law enforcement services to the City for FY 2016/2017. The estimated cost for services in Fiscal Year 16/17 is a total cost of \$1,336,376.33. This is an increase of \$66,559.33 from the last fiscal year.

FISCAL IMPACTS:

Contract amount is provided for in the budget, Fund 102-40-5110.

GOAL ALIGNMENT- Not aligned.

FOLLOW UP ACTION:

Execute agreement and send to Contract City Law Enforcement Services.

ADVERTISING, NOTICE AND PUBLIC CONTACT:

This item was properly listed on the posted agenda.

ATTACHMENTS:

Resolution, Contract City Law Enforcement Services, Hours of Services & Estimates Charges, Deployment Survey, and Contract City Public Safety Equipment Use Rates.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF AVALON NOTIFYING THE
LOS ANGELES COUNTY BOARD OF SUPERVISORS OF ITS
DESIRE TO RECEIVE SPECIFIED LAW ENFORCEMENT
SERVICES FROM THE LOS ANGELES COUNTY SHERIFF'S
OFFICE, AUTHORIZING THE EXPENDITURE OF COPS
GRANT FUNDS AND AUTHORIZING THE CITY MANAGER
TO EXECUTE THE CITY-COUNTY MUNICIPAL LAW
ENFORCEMENT SERVICES AGREEMENT FOR FY 2016-2017**

The City Council of the City of Avalon does determine, find, resolves as follows:

Section 1. The City of Avalon hereby declares its desire to obtain certain law enforcement services, as specified in Section 2, below, for Fiscal Year 2016-2017 from the Los Angeles County Sheriff's Office and has confirmed that the Los Angeles County Sheriff's Office is willing to provide such services. The City Council hereby authorizes the Mayor of the City of Avalon to execute, on behalf of the City of Avalon, the City-County Municipal Law Enforcement Services Agreement. (Attachment A) The City Manager is directed to forward a certified copy of this Resolution to the Los Angeles County Board of Supervisors.

Section 2. The service units which the City of Avalon wishes to obtain through the City-County Municipal Law Enforcement Services Agreement are as follows:

Catalina Resident Deputies	5.000
----------------------------	-------

Section 3. In addition to the services listed above, the City Council wishes to obtain two deputies for waterfront patrol, whose services will be provided during the period between Memorial Day and Labor Day. The exact work schedule shall be as determined by and at the discretion of the City Manager and the Avalon Station Commander. The City Council hereby authorizes use of COPS grant funds to pay the County of Los Angeles for such services.

PASSED, APPROVED AND ADOPTED this 5th day of July, 2016.

Ayes:
Noes:
Absent:
Abstain:

Ann H. Marshall, Mayor

ATTEST:

Denise A. Radde, City Clerk



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES Service Level Authorization

CITY: Avalon

FISCAL YEAR: 2016 - 2017

EFFECTIVE DATE: 7/1/2016

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	DEPUTY SHERIFF SERVICE UNIT				
306	40 Hour	0.0000	0.0000	0.0000	
307	56 Hour	0.0000	0.0000	0.0000	
308	70 Hour	0.0000	0.0000	0.0000	
310	Catalina Deputy	5.0000	5.0000	0.0000	
	DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)				
301	40 Hour	0.0000	0.0000	0.0000	
302	56 Hour	0.0000	0.0000	0.0000	
303	70 Hour	0.0000	0.0000	0.0000	
305	Non-Relief	0.0000	0.0000	0.0000	
	GROWTH DEPUTY, UNITS (Non-Relief Only)				
335	Deputy	0.0000	0.0000	0.0000	
336	Deputy, B-1	0.0000	0.0000	0.0000	
	GRANT UNITS (Non-Relief Only)				
386	Deputy	0.0000	0.0000	0.0000	
385	Deputy B-1	0.0000	0.0000	0.0000	
	SUPPLEMENTAL POSITIONS (Non-Relief Only)				
342	Lieutenant	0.0000	0.0000	0.0000	
353	Sergeant	0.0000	0.0000	0.0000	
348	Sergeant (Motor)	0.0000	0.0000	0.0000	
305A	Motor Deputy	0.0000	0.0000	0.0000	
354	Watch Deputy	0.0000	0.0000	0.0000	
345	Operations Assistant III	0.0000	0.0000	0.0000	
344	Operations Assistant II	0.0000	0.0000	0.0000	
343	Operations Assistant I	0.0000	0.0000	0.0000	
329	Crime Analyst	0.0000	0.0000	0.0000	
347	Security Officer	0.0000	0.0000	0.0000	
331	Custody Assistant	0.0000	0.0000	0.0000	
340	Law Enforcement Technician w/o Vehicle	0.0000	0.0000	0.0000	
351	Station Clerk II	0.0000	0.0000	0.0000	
325	Community Service Assistant w/Vehicle	0.0000	0.0000	0.0000	
	Other (Need to insert cost on Pg 2)	0.0000	0.0000	0.0000	

HOURS OF SERVICE & ESTIMATED CHARGES

CITY: Avalon 7/1/2016

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL ESTIMATED UNIT COST	LIABILITY @ 9.5%	TOTAL COST WITH LIABILITY	YEARLY HOURS PER SERVICE UNIT	ANNUAL GOAL (HOURS)	ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED
DEPUTY SHERIFF SERVICE UNIT									
40 Hour	\$273,175	0	0.00	0.00	0.00	2086	0	0	0.0000
56 Hour	\$382,446	0	0.00	0.00	0.00	2920	0	0	0.0000
70 Hour	\$478,057	0	0.00	0.00	0.00	3650	0	0	0.0000
Catalina Deputy	\$244,087	5	1,220,435.00	115,941.33	1,336,376.33	1789	8,945	536,700	5.0000
DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)									
40 Hour	\$288,274	0	0.00	0.00	0.00	2086	0	0	0.0000
56 Hour	\$403,583	0	0.00	0.00	0.00	2920	0	0	0.0000
70 Hour	\$504,479	0	0.00	0.00	0.00	3650	0	0	0.0000
Non-Relief	\$262,067	0	0.00	0.00	0.00	1789	0	0	0.0000
GROWTH DEPUTY UNITS (Non-Relief Only)									
Deputy	\$163,226	0	0.00	0.00	0.00	1789	0	0	0.0000
Deputy B-1	\$177,846	0	0.00	0.00	0.00	1789	0	0	0.0000
GRANT UNITS (Non-Relief Only)									
Deputy	\$163,226	0	0.00	0.00	0.00	1789	0	0	0.0000
Deputy B-1	\$177,846	0	0.00	0.00	0.00	1789	0	0	0.0000
SUPPLEMENTAL POSITIONS (Non-Relief Only)									
Lieutenant	\$258,740	0	0.00	N/A	0.00	1789	0	0	0.0000
Sergeant	\$215,599	0	0.00	N/A	0.00	1789	0	0	0.0000
Sergeant (Motor)	\$227,457	0	0.00	0.00	0.00	1789	0	0	0.0000
Motor Deputy	\$262,067	0	0.00	0.00	0.00	1789	0	0	0.0000
Watch Deputy	\$175,346	0	0.00	0.00	0.00	1789	0	0	0.0000
Operations Assistant III	\$119,050	0	0.00	N/A	0.00	1789	0	0	0.0000
Operations Assistant II	\$103,960	0	0.00	N/A	0.00	1789	0	0	0.0000
Operations Assistant I	\$83,670	0	0.00	N/A	0.00	1789	0	0	0.0000
Crime Analyst	\$119,638	0	0.00	N/A	0.00	1789	0	0	0.0000
Security Officer	\$73,311	0	0.00	0.00	0.00	1789	0	0	0.0000
Custody Assistant	\$97,014	0	0.00	0.00	0.00	1789	0	0	0.0000
Law Enforcement Technician w/o Vehicle	\$87,900	0	0.00	0.00	0.00	1789	0	0	0.0000
Station Clerk II	\$77,353	0	0.00	N/A	0.00	1789	0	0	0.0000
Community Service Assistant w/Vehicle	\$59,762	0	0.00	0.00	0.00	1789	0	0	0.0000
Other (Need to insert cost in next column)		0	0.00	N/A	0.00	1789	0	0	0.0000
Public Safety Equipment (see Page 4)			0.00	N/A	0.00				
ESTIMATED COST FOR SERVICE UNITS			\$1,220,435.00						
				LIABILITY @ 9.5% = \$115,941.33					
					TOTAL ESTIMATED COST				
					\$1,336,376.33				
							HOURS	MINUTES	PERSONNEL
						LIEUTENANT	0	0	0.00
						SERGEANT	0	0	0.00
						BONUS DEPUTY	0	0	0.00
						MOTOR DEPUTY	0	0	0.00
						DEPUTY	8,945	536,700	5.00
						SECURITY OFFICER	0	0	0.00
						LET, CSA, CA, PCO	0	0	0.00
						CLERICAL	0	0	0.00
						TOTAL SWORN	8,945	536,700	5.00
						TOTAL CIVILIAN	0	0	0.00

SH-AD 575 (REV. 04/16)

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

DEPLOYMENT SURVEY

EFFECTIVE DATE: 7/1/2016

City: Avalon

SERVICE UNIT	TOTAL UNITS PURCHASED	DEPLOYMENT										TOTAL UNITS ASSIGNED
		GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SPECIAL ASSIGN	D.B.	TEAM LEADER	
		EM	DAY	PM	EM	DAY	PM					
DEPUTY, GENERALIST												
40 Hour	0											0
56 Hour	0											0
70 Hour	0											0
Non-Relief	5	1.5	1.5	2								5
Motor	0											0
DEPUTY, BONUS I												
40 Hour	0											0
56 Hour	0											0
70 Hour	0											0
Non-Relief	0											0
GROWTH DEPUTY												
Deputy	0											0
B-1	0											0
GRANT DEPUTY												
Deputy	0											0
B-1	0											0

Routine City Helicopter Billing Agreement (Indicate preference with an "X") YES _____ NO X

License Detail - Business License & Renewal Applications (Indicate preference with an "X") YES _____ NO X

License Detail - Acts on Violations Observed within the City (Indicate preference with an "X") YES _____ NO X

NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.

REPORT PREPARED BY: _____

DATE: _____

APPROVED BY: _____
UNIT COMMANDER

DATE: _____

CITY APPROVAL BY: _____
CITY OFFICIAL "I certify that I am authorized to make this commitment on behalf of the City"

DATE: _____

PROCESSED AT CLEB BY: _____

DATE: _____

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY

	YES	NO	N/A
BILLING MEMO REQUIRED AND SUBMITTED:			
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:			
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:			
DUTY STATEMENT REQUIRED AND SUBMITTED:			
SMS DEPLOYMENT CONTRACT UPDATED:			
MINUTE PROGRAM IN RAPS UPDATED:			

SH-AD 575 (REV. 04/16)

**FY 2016 - 2017
CONTRACT CITY
PUBLIC SAFETY EQUIPMENT USE RATES**

ANNUAL COSTS WITH MAINTENANCE & FUEL							
Ford Taurus with MDC				Ford Explorer with MDC			
Billing Code	# of	Initiated Fiscal Year	Rate	Billing Code	# of	Initiated Fiscal Year	Rate
364		FY 14/15	\$9,145	365		FY 14/15	\$17,443
364A		FY 15/16	\$13,429	365A		FY 15/16	\$22,378
364B		FY 16/17	\$13,976	365B		FY 16/17	\$22,945
364C		N/A	\$0	365C		N/A	\$0
364D		N/A	\$0	365D		N/A	\$0

ANNUAL COSTS WITH MAINTENANCE ONLY (NO FUEL)							
Ford Taurus with MDC				Ford Explorer with MDC			
Billing Code	# of	Initiated Fiscal Year	Rate	Billing Code	# of	Initiated Fiscal Year	Rate
366		FY 14/15	\$6,880	367		FY 14/15	\$11,053
366A		FY 15/16	\$11,164	367A		FY 15/16	\$15,988
366B		FY 16/17	\$11,711	367B		FY 16/17	\$16,555
366C		N/A	\$0	367C		N/A	\$0
366D		N/A	\$0	367D		N/A	\$0

ANNUAL COSTS WITH AIR TIME & SOFTWARE MAINTENANCE							
MDC (CF-31) Only for City Install³				MDC (CF-31/19) Only³			
Billing Code	# of	Initiated Fiscal Year	Rate	Billing Code	# of	Initiated Fiscal Year	Rate
375		FY 14/15	\$1,265	376		FY 14/15	\$1,265
375A		FY 15/16	\$5,606	376A		FY 15/16	\$5,606
375B		FY 16/17	\$5,606	376B		FY 16/17	\$5,606
375C		N/A	\$0	376C		N/A	\$0
375D		N/A	\$0	376D		N/A	\$0

ALPR with Install on LASD Vehicle			
Billing Code	# of	Initiated Fiscal Year	Rate
377		FY 14/15	\$4,650
377A		FY 15/16	\$4,650
377B		FY 16/17	\$4,650
377C		N/A	\$0
377D		N/A	\$0

Vehicle Purchases for Contract Additions			
Billing Code	# of	Vehicle Type	Rate
378		B/W Patrol Vehicle	\$81,259
379		Solid Sedan (Charger)	\$41,576

Cost of all Equipment Purchased:	\$0
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Notes:

1. MDC & ALPR Costs for maintenance and upgrades after year 5 will be adjusted.
2. After Year 5 vehicles will be returned to LASD for reuse unless City exercises option to keep current vehicle.
3. MDC Equipment Costs Paid in Years 1 & 2.

CITY OF AVALON CITY COUNCIL

MEETING DATE: July 5, 2016
ORIGINATING DEP: Finance Department
PREPARED BY: Robert Mescher, Finance Director
SUBJECT: Public Hearing and
Consider Adoption of FY16-17 Miscellaneous Fee Schedule

AGENDA ITEM: 5
CITY MANAGER: RR

RECOMMENDED ACTION(S): Hold a hearing to receive public comment and adopt the resolution setting fees for services, facilities and activities for Fiscal Year 2016-2017

REPORT SUMMARY:

The City charges fees for miscellaneous services, facilities and activities. These fees are associated with all City services and programs such as those provided by recreation, planning and building, administration, law enforcement, harbor, cemetery, finance, public works and the fire department that confer a benefit, grant a privilege, perform regulatory duties, enforce laws or are a condition of development. Each year the Miscellaneous Fee Schedule is reviewed to recover related costs, establish new fees, modify current fees and eliminate unnecessary fees. Annually, personnel and overhead related costs, such as retirement, health care, Workers' Compensation, as well as the Consumer Price Index (CPI) are reviewed and a composite rate is determined to recover the cost of providing service. The annual CPI index increased by less than 2% and therefore the miscellaneous fees were not adjusted for CPI to save the administrative costs of modifying fees.

Most of the proposed fees are unchanged from the current fees. However, staff proposes the following changes as highlighted in the attached Miscellaneous Fee Schedule (Exhibit A):

- Increase Harbor Mooring Rates for daily use by 18% to fund higher operating and maintenance costs (page 6);
- Increase Harbor Mooring Annual Lease Fees by 5% to fund higher operating and maintenance costs (page 7);
- Require a \$1,500 deposit for Grading Plan Check (page 13);
- Replace the cubic-yard Grading Plan Check Fees with the actual cost for third-party plan checking, plus 20% (page 14);
- Require a \$1,000 deposit for Landscaping Plan Check (page 14);
- Replace the square-foot Landscape Plan Check Fees with the actual cost for third-party plan checking, plus 20% (page 14);
- Specify that Archeological Monitoring Processing Fees coordinated by staff will be the actual cost for third-party monitoring, plus 20% (page 20);

- Add Waste Water Treatment Facility Dump Fee of \$0.50 per gallon with a minimum fee of \$300 (page 20);
- Add Public Works positions for Lead Worker and Maintenance Worker III (page 24);
- Add Public Works overtime and call out fees for after hours and emergency labor (page 24);
- Adjusted Public Works labor rates to reflect average labor costs including an additional 50% for payroll related expenses (page 24); and
- Added the new fees for Avalon Transit's fixed route, access, and dial-a-ride (page 25).

If adopted, the Miscellaneous Fees would become effective July 6, 2016.

GOAL ALIGNMENT: Adjust fees to cover costs to achieve a balanced budget.

FISCAL IMPACTS: The proposed increases in the Harbor Mooring fees will increase Harbor revenue by approximately \$245,000 to fund higher operating and maintenance costs. The annual Avalon Transit fares are estimated to be \$115,000, but will be reviewed by staff throughout the year. The changes and additions to the other miscellaneous fees will not have a material fiscal impact.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION: Increasing costs for city services associated with the fees would not be recovered.

FOLLOW UP ACTION: Staff will modify all documents to conform to the adopted fees.

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

ATTACHMENTS: Exhibit A – Miscellaneous Fee Schedule FY 2016-17
FY15-16 Miscellaneous Fee Schedule and Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF AVALON SETTING FEES FOR SERVICES,
FACILITIES AND ACTIVITIES OF THE CITY OF
AVALON FOR FISCAL YEAR 2016-2017**

Whereas, pursuant to public hearing held on July 5, 2016, the City Council considered the recommendations of staff regarding the appropriate fees for permits, approvals, services, leases, and activities; and

Whereas, the recommended fees are based upon a reasonable estimate of the cost of providing the services, activities and/or facilities; and

Whereas, the Avalon Municipal Code provides that all of the fees, charges and costs listed in Exhibit "A" attached hereto and incorporated by this reference shall be set by resolution of the City Council;

Whereas, the fees, charges and costs listed in Exhibit "A" have been available for public inspection for at least ten days.

NOW, THEREFORE, the City Council of the City of Avalon does determine, find and resolve as follows:

Section 1. The City Council hereby finds that the fees set forth in Exhibit "A" Miscellaneous Fee Schedule FY 2016-17 represents a reasonable estimate of the cost of providing the services, activities and/or facilities for which the fees are charged.

Section 2. The City Council hereby adopts the fees for City services, facilities and activities as set forth in Exhibit "A" attached hereto and made a part hereof, which fees shall be effective July 6, 2016.

PASSED, APPROVED AND ADOPTED this 5th day of July, 2016.

Ayes:
Noes:
Absent:
Abstain:

Ann H. Marshall, Mayor

ATTEST:

Denise A. Radde, City Clerk

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

FY15-16
**CURRENT
 RATE**

FY16-17
**PROPOSED
 RATE**

RESOLUTION #
MISCELLANEOUS FEE OR SERVICE

UNIT

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION X- RECREATION (Continued)			
Private Groups			
Firefighter/Engineer		120	120
Harbor Patrol Officer		120	120
Sheriff Deputy		cost+20%	cost+20%
Maintenance Worker II		73	73
Maintenance Worker I		61	61
Street Sweeper		73	73
Waste Water Contracted Worker		cost+20%	cost+20%
Other Personnel		2.5 x hourly rate	2.5 x hourly rate
Ambulance		47	47
Dump Truck		47	47
Fire Engine		64	64
Harbor Patrol Boat		47	47
Pick-Up Truck		22	22
Rescue Boat		64	64
Street Sweeper		47	47
Trash Truck		47	47
Other Equipment		2.5 x hourly rate	2.5 x hourly rate
SECTION XI - AVALON TRANSIT			
FIXED ROUTE TRANSIT			
General Public Per Ride		1	1
Children Under 6 with Paying Passenger		FREE	FREE
Children Under 6 with Paying Passenger	Limited to a maximum of 2 children per paying passenger		
ACCESS			
ADA Eligible Individual Per Ride			2
ADA Eligible Individual's Personal Care Attendant			FREE
ADA Eligible Individual's Companion(s)			2
Children under 6 years with an ADA Eligible Individual	(Limited to a maximum of 2 children per paying passenger)		FREE
DIAL-A-RIDE			
Eligible Senior or Disabled Individual Per Ride			2
Eligible Individual Ride to Hamilton Cove			4
Children under 6 years with an Eligible Individual			FREE
Children under 6 years with an Eligible Individual	Limited to a maximum of 2 children per paying passenger		FREE

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION #	FY15-16	FY16-17
MISCELLANEOUS FEE OR SERVICE	CURRENT	PROPOSED
UNIT	RATE	RATE

RESOLUTION #	FY15-16	FY16-17
MISCELLANEOUS FEE OR SERVICE	CURRENT	PROPOSED
UNIT	RATE	RATE
SECTION I - ADMINISTRATION		
Rental of City Hall		
City Council Chambers/Conference Room	154	154
Cleaning & Key Deposit	205	205
Government and Civic Groups	Free with Approval	Free with Approval
Bicycle License/Replacement	13	13
Transportation Permit	217	217
Encroachment Permit	217	217
Newspaper Rack Permit	217	217
Appeal to Hearing Officer	217	217
Appeal to City Council	364	364
Vehicle and Boat Rental	217	217
Vehicle Permits		
Residential Autoette	30	30
Residential Vehicle	30	30
Residential Permit Late Fee	25	25
Commercial Autoette App. (Hearing)		
App. Hearing	51	51
Autoette Renewal	30	30
Commercial Vehicle App.(Hearing)		
App. Hearing	51	51
Vehicle Renewal	30	30
Non Emergent Public Service Permit		
Oversized Autoette App.(Hearing)		
App. Hearing	51	51
Autoette Renewal	30	30
Oversized Vehicle App.(Hearing)		
App. Hearing	51	51
Vehicle Renewal	30	30
On Service Call Placard (Annual Permit)	18	18
Interior Vehicle	30	30
Duplicate Hearing Notice	70	70
Hearing Officer Appeal	218	218
City Council Appeal	365	365
Daily Temporary Permit	28	28
Monthly Temporary Permit	291	291

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
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RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION II - CEMETERY			
Single Ground Burial:			
Plot	each	1,012	1,012
Maintenance	each	184	184
Open/Close Grave	each	737	737
Vault	each	812	812
Ground Memorial	each	Cost	Cost
Ground Memorial Processing Fee	each	10% of Cost	10% of Cost
Marker Placement	each	168	168
Ground Vase	each	15	15
	Prelim. Total	2,913	2,913
Double Ground Burial:			
Plot-Double Deep	each	1,469	1,469
Maintenance	each	371	371
Open/Close Grave	each	737	737
Vault	each	812	812
Ground Memorial	each	Cost	Cost
Ground Memorial Processing Fee	each	10% of Cost	10% of Cost
Name Scrolls for Ground Memorial	each	Cost	Cost
Name Scrolls for Ground Memorial Processing Fee	each	10% of Cost	10% of Cost
Date Scroll for Ground Memorial	each	Cost	Cost
Date Scroll for Ground Memorial Processing Fee	each	10% of Cost	10% of Cost
Marker Placement	each	168	168
	Prelim. Total	3,556	3,556
Burial of Cremated Remains:			
1/2 Plot	each	506	506
Maintenance-LIFETIME	each	96	96
Open/Close Grave	each	227	227
Ground Memorial	each	Cost	Cost
Ground Memorial Processing Fee	each	10% of Cost	10% of Cost
Marker Placement	each	168	168
	Prelim. Total	998	998

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION II - CEMETERY (Continued)			
Cremated Remains in Niche Wall:			
Niche		553	553
Placement of Remains in Niche		70	70
Small Niche Vase		150	150
Single Niche Plaque		Cost	Cost
Single Niche Plaque Processing Fee		10% of Cost	10% of Cost
Double Niche Plaque		Cost	Cost
Double Niche Plaque Processing Fee		10% of Cost	10% of Cost
Installation of Plaque		66	66
Scroll for companion plaque		Cost	Cost
Scroll for Companion Plaque Processing Fee		10% of Cost	10% of Cost
Memorial for Cremated (Scattered) Remains			
Memorial Wall Reservation		182	182
Memorial Wall Plaque		Cost	Cost
Memorial Wall Plaque Processing Fee		10% of Cost	10% of Cost
Installation of Plaque		66	66
Small Burial Vault		156	156

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION III- CITY CLERK			
Film Location Permit		34	34
Ten or fewer employees		217	217
More than ten employees		290	290
Passports*		25	25
*rate set by Federal government			
SECTION IV- FINANCE			
Business License Program Collection Fee			
TOTAL Business License Collection Fee		38	38
<small>(Bus. License. Collection Fee is set by resolution. Sec. 3-1.112 of the Municipal Code and is the fee for processing the Business License Tax)</small>			
Business License Collection Fee		37	37
Per SB1186 \$1 for Division of State Architect (DSA) for Certified Access Specialist Effective January 1, 2013		1	1
<small>(Business License Tax is on pg 3.109 Sec. 3-1.202 of the Municipal Code and can only be changed by an ordinance)</small>			
Fats, Oils and Grease Permit Fee		323	323
Inspection Fee		94	94
Re-Inspection Fee		142	142
Replacement FOG Binder		50	50
Replacement Best Management Practice Poster		15	15
Returned Check			
Returned Check		25	25
Each Returned Check after first offense		35	35
Commuter Card Replacement			
Dog License:			
Neutered		11	11
Unneutered		28	28
Duplicate Tag		56	56
Late Fee		1	1
		28	28

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
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RESOLUTION #
MISCELLANEOUS FEE OR SERVICE

UNIT

	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION VI- HARBOR		
Hoist	22	22
Harbor Spills	Cost	Cost
Harbor Spills Processing Fee	20% of Cost	20% of Cost
Harbor Discharge Appeal	364	364
Waterside Application Fee	217	217
Waterside Application Fee DEPOSIT		
1ST PAYMENT DUE 4/1 IS \$500		
2ND PAYMENT DUE 8/1 IS \$500		
Haul Out Fee	59	59
Storage Fee - Per Week	25	25
HARBOR-MOORING RATES		
Mooring Service Charge-Daily Use		
Dinghy Dock	no fee	no fee
30' and under	31	37
31' to 39'	35	41
40' to 49'	42	50
50' to 59'	52	61
60' to 69'	68	80
70' to 79'	83	98
80' to 89'	94	111
90' to 99'	112	132
100' or more	126	149

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION VI- HARBOR (Continued)			
HARBOR-MOORING RATES (Continued)			
Special winter rates		Pay 2 get 5 free	Pay 2 get 5 free
Special spring/fall rates		Pay any 4 Consecutive Get 3 Consecutive Free	Pay any 4 Consecutive Get 3 Consecutive Free
Two Hour Rate		18	18
Towing Fee		71	71
Annual Lease Fees			
30'		1,247	1,309
40' & 45'		1,667	1,750
50'		2,499	2,624
60' and above		2,999	3,149
Annual Mooring Permit (cost/ft/month) Plus maintenance, chain and taxes		0.84	0.88
Water Dock Coin Operation for Fresh Water		Cost	Cost
HARBOR USE FEES- WHARFAGE			
Harbor Businesses		7% gross receipts	7% gross receipts
Fishing Tournament, Per Boat (Charitable Exemption)		4% gross receipts	4% gross receipts
Cross Channel Carriers	Per Passenger	2.50	2.50
Cruise Ships (80% of manifest passengers)	Per Passenger	2.50	2.50

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION #	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION VII- LAW ENFORCEMENT			
Animal Control		22	22
Animal Round Up		36	36
Animal Boarding		36	36
Vehicle Impound		153	153
Outdoor Restaurant Review		217	217
Bicycles-Daily Storage		2	2
Fines:			
Fix It Ticket		22	22
Obedience to Traffic Device		43	43
Parking on Private Property		43	43
Curb Marking		43	43
Loading Zone		43	43
Commercial Overnight Parking		73	73
Fire Lane		73	73
Fire Hydrant		73	73
18" from Curb		43	43
Disabled Parking		371	371

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION VIII- PLANNING			
Public Noticing		217	217
Tentative Parcel Map		1,456	1,456
Tentative Tract Map		1,456	1,456
Final Tract Map			
Final Tract Map Deposit		3,645	3,645
Final Tract Map Processing Fee (Staff Coordination)		20% OF ALL COSTS BELOW	20% OF ALL COSTS BELOW
Engineer Review		COST	COST
Final Parcel Map		COST	COST
Final Parcel Map Deposit		3,645	3,645
Final Parcel Map Processing Fee (Staff Coordination)		20% OF ALL COSTS BELOW	20% OF ALL COSTS BELOW
Engineer Review		COST	COST
Lot Line Adjustment		633	633
Conditional Use Permit (CUP)			
Condo Conversion		2,183	2,183
Bonus Density		2,183	2,183
All Others		1,456	1,456
Home Occupancy Review		147	147
Variance			
Less than 25%		482	482
Greater than 25%		965	965
Local Coastal Permit (LCP)		922	922
Zone			
Zone Change		3,638	3,638
Zone Change+ Local Coastal Permit (LCP)		7,277	7,277
Zoning Confirmation letter		228	228
Sign			
Sign Permit		228	228
Sign Variance		364	364
General Plan Amendment		1,820	1,820
Fees for Additional Processing Needed:			
General Plan Deposit		10,413	10,413
General Plan Processing Fee (Staff Coordination)		20% OF ALL COSTS BELOW	20% OF ALL COSTS BELOW
Consultant Preparation		COST	COST
City Attorney Review		COST	COST

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION VIII- PLANNING (Continued)			
Appeal to Planning Commission			
Appeal to Planning Commission Fee		728	728
Development Agreement			
Development Agreement Deposit		10,413	10,413
Development Agreement Processing Fee (Staff Coordination)		20% OF ALL COSTS BELOW	20% OF ALL COSTS BELOW
Attorney Review		COST	COST
CEQA			
Categorical Exemption		407	407
Mitigation Negative Declaration		727	727
Mitigation Negative Declaration. Deposit		2,603	2,603
Mitigation Negative Declaration Processing Fee (Staff Coordination)		20% OF ALL COSTS BELOW	20% OF ALL COSTS BELOW
Consultant Preparation		COST	COST
Attorney Review		COST	COST
Attorney Preparing/Filing		COST	COST
Mitigation Monitoring		HOURLY COST	HOURLY COST
EIR			
EIR Deposit		10,413	10,413
EIR Processing Fee (Staff Coordination)		20% OF ALL COSTS BELOW	20% OF ALL COSTS BELOW
Consultant		COST	COST
Attorney Review		COST	COST
Attorney Preparing/Filing		COST	COST
Extension-6 Month		147	147
Compliance Certificate		335	335
Administrative Permit			
Administrative Permit		359	359
Preliminary Review Fee		237	237
Site Plan <25% of building		965	965
Site Plan > 25%		1,929	1,929

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION #
MISCELLANEOUS FEE OR SERVICE

FY15-16
CURRENT
RATE

FY16-17
PROPOSED
RATE

UNIT

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION VIII- PLANNING (Continued)			
Building Permits			
Issuance Fee		30	30
Valuation \$0 to \$700		47	47
Valuation \$700 to \$25,000		71	71
for each additional \$1,000 or fraction above \$1,000		18	18
Valuation \$25,001 to \$50,000		512	512
for each additional \$1,000 or fraction above \$25,000		14	14
Valuation \$50,001 to \$100,000		870	870
for each additional \$1,000 or fraction above \$50,000		11	11
Valuation \$100,001 to \$250,000		1,400	1,400
for each additional \$1,000 or fraction above \$100,000		7	7
Valuation \$250,001 to \$500,000		2,148	2,148
for each additional \$1,000 or fraction above \$250,000		7	7
Valuation \$500,001 and over		3,265	3,265
for each additional \$1,000 or fraction above \$500,000		6	6
Work within Archeological Sensitive Areas (ASA) see Archeological Monitoring Fees			
Strong Motion Instrumentation & Seismic Mapping (SMIP) Fee		Based on construction valuation	Based on construction valuation
* Collected on behalf of the Dept. of Conservation. City keeps 5% for administrative costs			
California Building Standards & Commission (CBSC) Fee		Based on construction valuation	Based on construction valuation
* Collected on behalf of the Calif. Building Standards Commission. City keeps 10% for administrative costs			

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION #		FY15-16	FY16-17
MISCELLANEOUS FEE OR SERVICE		CURRENT	PROPOSED
		RATE	RATE
	UNIT		

		FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION VIII- PLANNING (Continued)			
Green Building Code/Plan Check Fees			
New Residential		103	103
Remodel/Residential		51	51
New/Remodel Commercial less than 10,000 sq. ft.		103	103
New/Remodel Commercial more than 10,000 sq. ft.		206	206
<i>*Requires Commissioning Report</i>			
Instrumentation Program Surcharge			
Residential		10%	10%
Other		20%	20%
Minimum		5%	5%
Energy Conservation Surcharge		10%	10%
Disabled Access Surcharge		5%	5%
Combined Bldg/Plumbing/Electrical/Mechanical (incl. Pools)		1.5 X Building Permit Fee	1.5 X Building Permit Fee
Plan Check			
Plan Check		1.5 X Building Permit Fee	1.5 X Building Permit Fee
Minimum		89	89
Standard Plans		164	164
Duplicate plan (percentage of plan check fee)		70%	70%
Extension Fee (percentage of plan check fee)		25%	25%

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION VIII- PLANNING (Continued)			
Grading Permit Fees			
Issuance Fee		37	37
1--50 cubic yards		176	176
51--1,000 cubic yards		262	262
for each additional 100 cu.yds. or fraction above 100		34	34
1,001--10,000 cubic yards		1,044	1,044
for each additional 100 cu.yds. or fraction above 1,000		74	74
10,001--100,000 cubic yards		172	172
for each additional 100 cu.yds. or fraction above 10,000		47	47
101,000 or more		5,984	5,984
for each additional 100 cu.yds. or fraction above 100,000		118	118
Work within Archeological Sensitive Areas (ASA)			
see Archeological Monitoring Fees			
Grading Plan Check Fees			
Grading Plan Check Processing Fee (Staff Coordination)		n/a	20% OF ALL COSTS BELOW
Grading Plan Check		n/a	COST
Deposit			1,500
1--1,000 cubic yards		311	n/a
for each additional 100 cu.yds. or fraction above 100		106	n/a
1,001--10,000 cubic yards		1,354	n/a
for each additional 100 cu.yds. or fraction above 1,000		88	n/a
10,001--100,000 cubic yards		2,057	n/a
for each additional 100 cu.yds. or fraction above 10,000		52	n/a
101,000--500,000		6,737	n/a
for each additional 100 cu.yds. or fraction above 100,000		143	n/a
501,000 or more		12,469	n/a
for each additional 100 cu.yds. or fraction above 500,000		130	n/a
Landscape Permit Fees			
2,500--7,500 square feet		206	206
7,501--15,000 square feet		309	309
15,000--30,000 square feet		618	618
30,001 square feet to 1 acre		755	755

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
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RESOLUTION #
MISCELLANEOUS FEE OR SERVICE

UNIT

SECTION VIII- PLANNING (Continued)		
Landscape Plan Check Fee		
Landscape Plan Check Processing Fee (Staff Coordination)	n/a	20% OF ALL COSTS BELOW
Landscape Plan Check		COST
Deposit		1,000
2,500--7,500 square feet	515	n/a
7,501--15,000 square feet	618	n/a
15,000--30,000 square feet	721	n/a
30,001 square feet to 1 acre	823	n/a
ADDITIONAL FEES		
Work Commencing before Permit Issuance		
Per CBC 109.4		3x Permit Fee
Minimum Fee for violation	Min. \$100	Min. \$100
Issuance for items below	37	37
Miscellaneous site inspection	458	458
Occupancy Inspection (Change of Use)		
Residential	238	238
Other		
less than 5,000 square feet	586	586
5,001--10,000 square feet	705	705
10,001--100,000 square feet	1,172	1,172
above 100,001 square feet	1,776	1,776
Substandard Notice Correction Inspection	414	414
Demolition Inspection	178	178
Demolition Inspection-Asbestos/Lead	266	266
Group A, Division 4 Structures	238	238
Amusement Park inspections		
First structure	178	178
Each additional structure	29	29
Building relocation		
up to 2,500 square feet	473	473
2,501 square feet and above	947	947
Trailer Coach Inspections	176	176

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION VIII- PLANNING (Continued)			
Inspection Outside Business Hours, per hour		107	107
Other inspection, per hour		107	107
Barriers for Pools		100	100
Permit Copy		3	3
Public Record Research (per hour)		33	33
Concept Review Approval		141	141
Geotechnical Site Review			
Engineering geology report		458	458
Geotechnical engineering report		458	458
Combination Report		641	641
Review to determine need for report		458	458
Coastal engineering reports		421	421
Parking occupant load calculation		119	119
Reproduction of microfilmed plans		37	37
Assignment of house numbers		58	58
Hourly Rate to review changes		119	119
Hourly Rate to review additional changes		119	119
Certificate of Occupancy			
Certificate of Occupancy Issuance		110	110
Temporary Certificate of Occupancy (TCO) (90 Days)		165	165
Temporary Certificate of Occupancy Extension (30 days)		110	110
Processing 45-day notice		480	480
Processing Notice of Violation		794	794
Notice of Compliance (aka Rescission of Notice of Violation)		328	328
Noncompliance Fee		220	220

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION VIII- PLANNING (Continued)			
Plumbing Permit			
For Issuing Each Permit		37	37
In Addition			
For each fixtures on one trap		18	18
For each dishwasher		18	18
For each drainage or sewer backwater valve		52	52
For each swimming pool drainage trap and receptor		18	18
For each gas piping system			
Low pressure system			
5 outlets or less		18	18
each outlet over 5		5	5
Medium or high pressure system			
each system		66	66
each additional outlet		75	75
each additional outlet		5	5
For each private gas meter		18	18
For each private gas pressure regulator		18	18
For each water heater and vent		18	18
For alteration of drainage/vent piping, each fixture		18	18
For each water pressure regulator		18	18
For other potable water			
1- 1/2 inch and smaller		18	18
2 inches to 3 inches		56	56
over 3 inches		121	121
For replacing water piping, each fixture/device		8	8
For sprinkling system, each backflow preventer		18	18
For each backflow preventer (unprotected water supplies)		18	18
For each trap primer		18	18
For each solar heating system		60	60
Investigation fee for work without permit		-	-
R-3 occupancies		187	187
All other occupancies		374	374
Noncompliance Fee			
R-3 occupancies		112	112
All other occupancies		225	225

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION VIII- PLANNING (Continued)			
Investigation Fee, work without a permit			
Minimum fee		374	374
Minimum fee, one and two family, owner-builder		187	187
Noncompliance Fee			
One and two unit buildings		112	112
For other occupancies		225	225
Mechanical Permit			
Permit Issuance		31	31
Compressor/Absorption Unit/Furnace, each			
Up to 100,000 BTU		30	30
100,000 BTU to 500,000 BTU		58	58
More than 500,000 BTU		145	145
For each air inlet air outlet (air conditioning) or, for each 1,000 square ft.		5	5
		41	41
Air Conditioning Units			
Up to 2,000 CFM			
each unit up to 10		14	14
each unit over 10		4	4
2,000 to 10,000 CFM, each		42	42
More than 10,000 CFM, each		71	71
Evaporative Cooler, each		24	24
Commercial kitchen hood, spray booth or duct system, each		72	72
Fire damper, each		12	12

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION VIII- PLANNING (Continued)			
Saltwater Connection/Disconnection Fees			
Connection		112	112
Disconnection		37	37
Sewer Connection Fees			
Residential	Per dwelling unit	872	872
Public Shower	Per shower	292	292
Hotels	Per room	436	436
Take-Out Restaurant		1,309	1,309
Churches		1,746	1,746
Bar/Restaurant (less than 100 seats)		2,617	2,617
Bar/Restaurant (more than 100 seats)		3,926	3,926
Public Works Permits Issued by Planning			
Issuance Fee		37	37
Excavation Permit		218	218
Excavation Penalty Processing (Staff Coordination)		20% OF ALL COSTS	20% OF ALL COSTS
Excavation Penalty		COST	COST
Encroachment Permit Application		218	218
Obstruction Permit (Daily)		71	71
Obstruction Permit (Monthly)		218	218
Curb Cut Application		218	218

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION VIII- PLANNING (Continued)			
Archeological Monitoring Fees-Work within Archeological Sensitive Areas (ASA)			
Issuance Fee		37	37
Excavation Permit:			
Deposit	Deposit	218	218
Archeological Monitoring Processing Fee (Staff Coordination)		3,500	3,500
Monitoring Services		n/a	20% OF ALL COSTS BELOW
Deposit for 10 or more Anticipated Excavations a Year	Deposit	n/a	COST
(May or may not be in an ASA)		7,000	7,000
FIRE PERMITS ISSUED BY PLANNING			
Plan Check			
Hoods		495	495
Sprinkler		495	495
Alarm		495	495
Fire		246	246
SECTION IX- PUBLIC WORKS			
Processing Fee(Staff Coordination)		20%	20%
Spilled Load		COST	COST
Nuisance Abatement		COST	COST
Street Sweeping		COST	COST
Landslide Clean-up		COST	COST
Pot Hole Repair		COST	COST
Waste Water Treatment Facility Dump Fee			
Per Gallon (after 600-gallon minimum fee)	Minimum Gallon		300
See Planning Fees for Excavation and Archeological Monitoring Fees			0.50

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
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RESOLUTION # MISCELLANEOUS FEE OR SERVICE	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION X- RECREATION (See pgs 26-27 Recreation Detail Pages)		
Donation for Team Sports Scholarships (min)	1	1
T-Ball		
Basketball (youth)	25	25
Flag Football	30	30
Swimming Lessons	33	33
Day Camp (Weekly)	57	57
Day Camp (Daily)	91	91
Youth Soccer	21	21
Adult Soccer	35	35
Gymnastics Registration	22	22
Adult Flag Football	31	31
Adult Volleyball	42	42
Adult Basketball	15	15
Late Sports Registration	15	15
Festival Booth	Fee + \$20	Fee + \$20
Open Swim	Quote	Quote
Other Recreation Programs	2.00	2.00
Rates to be established and advertised by the Recreation Director through flyers and other media.	Per Rec. Director	Per Rec. Director
Leisure /Instructional Classes		
	30% Total Fees Collected from classes.	30% Total Fees Collected from classes.
Special Event Application		
Wrigley Stage	See page 19 and #6 for detail	See page 19 and #6 for detail
Street Banners:	See page 19 and #7 for detail	See page 19 and #7 for detail
Bingo Permit	See page 19 and #8 for detail	See page 19 and #8 for detail
	74	74
Use of Facilities		
Facility Deposit	See page 18 and #1 for detail	See page 18 and #1 for detail
Skate Park	See page 18 and #1 for detail	See page 18 and #1 for detail
Skate Park Facilities Deposit	See page 18 and #2 for detail	See page 18 and #2 for detail
Group Fees	See page 18 and #1 for detail	See page 18 and #1 for detail
	See page 18 and #2 for detail	See page 18 and #2 for detail

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION # MISCELLANEOUS FEE OR SERVICE	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
"Field of Dreams"		See page 18 and #3 for detail	See page 18 and #3 for detail
Field of Dreams Facilities Deposit		See page 18 and #1 for detail	See page 18 and #1 for detail
Group Fees		See page 18 and #3 for detail	See page 18 and #3 for detail
bleachers		73	73
field lining		QUOTE	QUOTE
Joe Machado Field			
Joe Machado Field Deposit		See page 18 and #4 for detail	See page 18 and #4 for detail
Group Fees		See page 18 and #1 for detail	See page 18 and #1 for detail
all day		See page 18 and #4 for detail	See page 18 and #4 for detail
half day		See page 18 and #4 for detail	See page 18 and #4 for detail
Field lighting (two hour minimum)	hour	57	57
Tremont Hall			
Tremont Hall Facilities Deposit		See page 19 and #5 for detail	See page 19 and #5 for detail
Group Fees		See page 18 and #1 for detail	See page 18 and #1 for detail
Reservation		See page 19 and #5 for detail	See page 19 and #5 for detail
Insurance		See page 19 and #5 for detail	See page 19 and #5 for detail
Other Parks			
Other Parks Facilities Deposit		See page 18 and #1 for detail	See page 18 and #1 for detail
City Park		47	47
Cabrillo Mole Park		47	47
People's Park		47	47
Buena Vista Park		47	47
Weddings			
Reservations		47	47

EXHIBIT "A"
CITY OF AVALON
MISCELLANEOUS FEE SCHEDULE FY 2016-17

RESOLUTION #	UNIT	FY15-16 CURRENT RATE	FY16-17 PROPOSED RATE
SECTION X- RECREATION (Continued)			
USE OF MANPOWER AND EQUIPMENT (HOURLY RATE)			
The Hourly & Equipment rates are used by staff to create a composite rate for a specific service such as sewer lateral repair.			
Note: Rates are estimates and may be updated due to purchase of new equipment or overhead adjustments.			
The City charges the same equipment rental rates that are specified in the California State Transportation Agency (Caltrans)			
Equipment Rental Rates April 1st, 2016-March 31, 2017 book for its equipment to Private Groups.			
These charges are modified for Community Groups and are shown below.			
In cases where a piece of equipment is not in the Caltrans book, the rate specified in the User Fee Schedule will be used.			
Equipment is not available for rent or personal use.			
Sewer Cleaning & Inspections			
Hourly Minimums required for work			
4Hr Min	Maintenance- Operator	73	73
4Hr Min	Maintenance -Video Tech	73	73
4Hr Min	Maintenance- Helper	61	61
4Hr Min	Vactor Truck	110	110
4Hr Min	Video Pipe Camera	29	29
4Hr Min	City Pick Up Truck	26.95	27
2Hr Min	Towable Pressure Washer; Jetter	25.75	26
1Hr Min	Administration Review	90	90

RECREATION DETAIL

Group designations for facility rentals:

- Group 1 City of Avalon sponsored or cosponsored event or program; agencies with a reciprocal facility use and fee schedule; and governmental agencies (serving City of Avalon residents) for business meetings and programs.
- Group 2 Resident leagues or leisure classes (reoccurring weekly rental 8+ occurrences), resident small not-for-profit organizations (those whose budget is less than one million dollars annually).
- Group 3 Resident private use, resident large not-for-profit organizations (those whose budget is more than one million dollars annually), Nonresident not-for-profit organizations.
- Group 4 Resident commercial, business, and for-profit organizations.
- Group 5 Nonresident commercial, business, and for-profit organizations.

Explanation: Allows fee modifications to provide discounted rates for resident and non-profit groups that conduct special events. Provides clear groups so special requests do not get sent to City Manager's desk.

1) Facilities Damage & Cleaning Deposit

Deposit: Quote
The appropriate deposit for each facility will be determined by the Recreation Department Director

Note: Amount of deposit for cleaning and damages varies based on facility and scope of event. Separate certificate of liability insurance is required naming the City of Avalon as additional insured.

The City requires all facility renters to obtain liability insurance naming the City of Avalon as additional insured as the property owner/lessor. The renter must obtain this on their own. The City of Avalon will assist in this process by providing a step-by-step guide on how to obtain the required insurance, which will include a list of affordable insurance agencies meeting our requirements. The renter no longer pays the fee to the City of Avalon as a pass through.

2) Skate Park Facility Rental Fee

	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>	<u>Group 5</u>
Fee:	No Charge	\$26	\$52	\$78	\$105

3) Field of Dreams Facility Rental Fee

	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>	<u>Group 5</u>
Fee:	No Charge	\$26	\$52	\$78	\$105

RECREATION DETAIL

4) Joe Machado Facility Rental Fee

Full Day Rental Fee:	<u>Group 1</u> No Charge	<u>Group 2</u> \$63	<u>Group 3</u> \$208	<u>Group 4</u> \$260	<u>Group 5</u> \$286
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Half Day Rental Fee:	<u>Group 1</u> No Charge	<u>Group 2</u> \$42	<u>Group 3</u> \$125	<u>Group 4</u> \$156	<u>Group 5</u> \$182
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5) Tremont Hall Facility Rental

Fee:	<u>Group 1</u> No Charge	<u>Group 2</u> \$37	<u>Group 3</u> \$105	<u>Group 4</u> \$208	<u>Group 5</u> \$260
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Note: The cleaning cost for the facility is currently \$35/visit.

6) Special Event Application

Fee:	<u>Group 1</u> No Charge	<u>Group 2</u> \$26	<u>Group 3</u> \$52	<u>Group 4</u> \$78	<u>Group 5</u> \$105
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7) Wrigley Stage

Fee:	<u>Group 1</u> No Charge	<u>Group 2</u> \$26	<u>Group 3</u> \$26	<u>Group 4</u> \$52	<u>Group 5</u> \$105
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8) Street Banners

Fee:	<u>Group 1</u> No Charge	<u>Group 2</u> \$52	<u>Group 3</u> \$82	<u>Group 4</u> \$208	<u>Group 5</u> \$208
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CITY OF AVALON CITY COUNCIL

MEETING DATE: July 5, 2016

AGENDA ITEM: 6

ORIGINATING DEP: City Attorney

CITY MANAGER: RR

PREPARED BY: City Attorney Scott Campbell

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

RECOMMENDED ACTION(S):

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

REPORT SUMMARY:

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

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

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

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

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

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

FISCAL IMPACTS:

The cost of preparing the letter.

CONSEQUENCES OF NOT FOLLOWING RECOMMENDED ACTION:

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

FOLLOW UP ACTION:

Draft and send the letter if directed.

ADVERTISING, NOTICE AND PUBLIC CONTACT:

Notice pursuant to the Brown Act.

ATTACHMENTS:

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



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Scott H. Campbell
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scott.campbell@bbklaw.com
File No. 65059.00000

April 12, 2016

**BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

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

Re: Freight Service for the City of Avalon

Dear Ms. Harris:

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

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

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

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

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

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BEST BEST & KRIEGER
ATTORNEYS AT LAW

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

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

Sincerely,

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

Scott H. Campbell
of BEST BEST & KRIEGER LLP

SHC:emg

cc: Avalon City Council

Enclosures

Item # 7

HPTV & Catalina Island

Dear Esteemed Council Members,

I am AJ Adams, the CEO of HPTV, which is a 24 hour a day Music Television Network that is showcasing it's brand New Virtual Reality Technology to the world. We are the only Company in the world to have this Technology and we are first to market. HPTV has formed a Strategic Marketing Alliance with Verizon (#21 MVB), Apple (#1 MVB) and AOL to release this technology.

HPTV has chosen Santa Catalina Island to host a celebrity and star studded red carpet event to release our product to the world and share the beauty of Santa Catalina Island at the same time. The event will have 150 VIP/Executives attending along with 1200-1500 hand picked participants to attend the event. The festivities begin on Friday Oct. 28th with a celebrity golf tourney followed by a red carpet with an elegant dinner. On Sat. Oct. 29th, 24 hour event starts. This will be hosted by the top DJ's in the world.

Since this is Halloween weekend, we will be incorporating that into our theme. Saturday Night in the Grand Casino Ballroom we will be holding a Great Gatsby 1920's style Halloween party. All of this event will be a 10-12 Live Television Production showcasing for the first time, Live 360 degree, 3D Virtual Reality streaming Television. This will be available to all 3+ Billion in the world who have celluar devices. Everyone in the world is invited to tune in and join the Virtual Reality Party from anywhere.

The Event will end on Sunday the 30th and all Guests will be checked out by Monday Oct. 31st.

My intentions for this event is to not only bring the world this new technology but also to help showcase the beautiful City of Avalon on in it's best light and entice the world to put Santa Catalina Island on their Vacation destinations. I also look forward to helping to increase the City's small business revenues by holding this event on the Island.

All of us at HPTV want nothing more than for Santa Catalina Island to excel with us and with your blessings we will respect the island and be sure to show the world Live how great your City really is.

Thank you for your time,

Sincerely,

AJ Adams/CEO HPTV
www.housepartytelevision
aj@housepartytelevision.com
213-985-5682

HPTV & Santa Catalina Island

Dear Esteemed Council Members,

HPTV would like to show our appreciation for allowing your beautiful island to play host to such a world wide ground breaking event for us. We are overwhelmingly ecstatic at having such a great environment to share this with.

In return as a token of our appreciation of letting HPTV and Associates hold an event on your island we would like to give the City of Avalon two special gifts.

The first gift is that we would like to set up on Wrigley Stage and give the City a free concert, all for their enjoyment. All are welcome to attend and we hope they will.

The second gift I would like to give to the island is a donation to help the complete the Joe Machado Turf Project. The size of the donation will be determined on the success of our event but we hope this donation will help the City achieve and get closer to the goal of having a state of the art field that the community will be able proud of.

All of us at HPTV would greatly appreciate the City of Avalon accepting these gifts as a sign of our true appreciation of the generosity that has been exuded to us from every single citizen we have encountered to date on Santa Catalina Island. I can assure you the pleasure is all mine.

Thank You,

AJ Adams/CEO HPTV
www.housepartytelevision.com
aj@housepartytelevision.com
213-985