

Baru Sanchez, Mayor
Christian Hernandez, Vice Mayor
Chris Garcia, Council Member
Jack Guerrero, Council Member
Cristian Markovich, Council Member



CLARA STREET PARK
TURNER HALL
4835 Clara Street
Cudahy, CA 90201
Phone: (323) 773-5143
Fax: (323) 771-2072

SPECIAL MEETING AGENDA

A SPECIAL JOINT MEETING
OF THE CUDAHY CITY COUNCIL AND PLANNING COMMISSION
Monday, August 29, 2016 – 6:30 P.M.

Written materials distributed to the City Council within 24 hours of the City Council meeting shall be available for public inspection in the City Clerk's Office at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201.

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at (323) 773-5143 at least 72 hours in advance of the meeting.

Rules of Decorum

*"Members of the Public are advised that all **PAGERS, CELLULAR TELEPHONES** and any **OTHER COMMUNICATION DEVICES** are to be **turned off** upon entering the City Council Chambers." If you need to have a discussion with someone in the audience, kindly step out into the lobby.*

Under the Government Code, the City Council may regulate disruptive behavior that impedes the City Council Meeting.

Disruptive conduct may include, but is not limited to:

- Screaming or yelling during another audience member's public comments period; and
- Profane language directed at individuals in the meeting room; and
- Throwing objects at other individuals in the meeting room; and
- Physical or verbal altercations with other individuals in the meeting room; and
- Going beyond the allotted two-minute public comment period granted.

When a person's or group's conduct disrupts the meeting, the Mayor or presiding officer will request that the person or group stop the disruptive behavior, and WARN the person or group that they will be asked to leave the meeting room if the behavior continues.

If the person or group refuses to stop the disruptive behavior, the Mayor or presiding officer may order the person or group to leave the meeting room, and may request that those persons be escorted from the meeting room.

It should also be noted that any person who WILLFULLY disturbs or breaks up the City Council meeting may be arrested for a misdemeanor offense. (*Penal Code § 403.*)

1. CALL TO ORDER

2. ROLL CALL

Council Member Guerrero
Council Member Garcia
Council Member Markovich
Vice Mayor Hernandez
Mayor Sanchez

Commissioner Corvera-Hernandez
Commissioner de Santiago
Commissioner Mendoza
Vice Chairperson Alcantar
Chairman Fuentes

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS

(Mayor: Each member of the public may submit one comment card if he or she wishes to address the City Council and Planning Commission concerning items listed on the agenda only. Only speakers that submit a comment card within the first 20 minutes of the meeting will be permitted to speak for two (2) minutes.)

5. CONSENT CALENDAR (FOR CITY COUNCIL CONSIDERATION ONLY)

(Items under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council / Agency Member so requests, in which event the item will be removed from the Consent Calendar and considered separately.)

- A. Consideration and Approval of Second Amendment to Temporarily Extend City Manager's Employment Agreement Pending Final Formulation and Approval of the Terms and Conditions of a Longer Term Extension Document *(page 5)*

Presented by City Attorney

Recommendation: It is recommended that the City Council approve the attached Second Amendment to the City Manager's Employment Agreement with the City. The attached Second Amendment does not alter the existing compensation and benefit terms of the City Manager's existing employment agreement. Instead, it simply extends the underlying

employment agreement on a month-to-month basis for a maximum of three (3) months while the City Council fine tunes and finalized the terms of a final, long-term extension of the City Manager's underlying employment agreement for subsequent consideration. The Second Amendment also provides that the City Council may terminate the City Manager's employment on thirty (30) days' notice for convenience during such month-to-month extension period.

6. BUSINESS SESSION

A. City of Cudahy's General Plan Update Presentation and Study Session

Team members representing both City Staff and MIG (General Plan consultants) will provide an overview describing the General Plan, its process, and some of the findings to date:

(page 29)

- Agenda Overview;
- Amended Conceptual Land Use Plan and Character;
- Amended Conceptual Circulation Plan; and
- Next Steps.

7. ADJOURNMENT

I Richard Iglesias, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at Cudahy City Hall, Bedwell Hall, Clara Park, Lugo Park, and the City's Website not less than 24 hours prior to the meeting. A copy of said Agenda is on file in the City Clerk's Office.

Dated this 26th day of August 2016


Richard Iglesias
Deputy City Clerk

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Item Number 5A

STAFF REPORT

Date: August 29, 2016
To: Honorable Mayor / Chair and City Council / Agency Members
From: Richard Padilla, Assistant City Attorney
Subject: **Approval of Second Amendment to Extend Existing City Manager Employment Agreement on an Interim Basis Pending Approval of a Separate Long-Term Extension Instrument at a Future City Council Meeting**

RECOMMENDATION

It is recommended that the City Council approve the attached Second Amendment instrument to the City Manager's existing Agreement so that the existing agreement does not expire pending approval of a separate long-term extension instrument at a future City Council meeting.

BACKGROUND

1. On August 5, 2014, the City Council approved a two year employment contract with Jose Pulido to serve as City Manager (hereinafter, the "Master Agreement"). The Master Agreement had a two year term commencing from August 10, 2014.
2. On December 14, 2015, the City Council created an Ad Hoc Committee composed of Mayor Sanchez and Vice Mayor Hernandez, which was tasked with formulating and recommending proposed amendments to the City Manager's existing contract, including an amendment to extend the term of the City Manager's contract which was set to expire on its own terms on August 10, 2016.
3. In Open Session at its Regular Meeting of August 8, 2016, the City Council approved a First Amendment instrument to the Master Agreement which merely extended the term of the Master Agreement to September 7, 2016 so that the City Council could refine and finalize the terms of a longer term extension instrument.

ANALYSIS

Since the approval of the First Amendment, it has been determined that the City Council requires additional time to finalize and fine tune the terms of a long-term extension instrument which would also include adjustments to the City Manager's rate of compensation and other amendments impacting the City Manager's work schedule.

The City Council also wishes to approve the City's fiscal year budget before entering into a long-term contractual commitment.

The attached Second Amendment Instrument merely extends the City Manager's existing employment agreement on a month-to-month basis for a maximum of three months (i.e. September 8, 2016 through December 8, 2016) so that the City Council has sufficient time to approve the fiscal year budget and finalize and fine tune the terms of a long-term extension instrument.

Over the past few months, the Council Ad Hoc Committee, in consultation with the City Attorney's Office, formulated a set of proposed amendments which address the following areas: (a) the number of years by which the City Manager's contract should be extended; (b) the amount of annual base compensation the City Manager should receive; and (c) the City Manager's work schedule. The Ad Hoc Committee's recommendations were shared with the City Council in Closed Session during the July 25, 2016 meeting.

The attached Second Amendment does not adjust the City Manager's rate of compensation or the type of non-monetary benefits the City Manager receives. It merely prevents the agreement from expiring before the City Council has time to approve a long-term extension instrument. All other provisions of the Master Agreement, however, remain the same, including provisions requiring that the City Manager submit to an annual performance review. It should also be noted that the Second Amendment instrument does not implement any sort of automatic COLA adjustments to the City Manager's base salary and any proposed future increase in salary would remain subject to the City Council's review and approval at a Regular Meeting of the City Council.

RECOMMENDATION

It is recommended that the City Council approve the attached Second Amendment instrument to the Master Agreement and authorize the Mayor to execute the same on behalf of the City.

ATTACHMENTS

- A. City Manager's Master Employment Agreement as Previously Amended
- B. Second Amendment to Master Employment Agreement.

2016
FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT
(Employee: Jose Pulido)

THIS FIRST AMENDMENT (“Amendment”) to that certain agreement entitled “Employment Agreement for the Position of City Manager” originally executed on August 6, 2014 by and between the CITY OF CUDAHY (“City”) and JOSE PULIDO, an individual (“Employee”) is made and entered into this 8th day of August 2016 (“Effective Date”). For purposes of this Amendment, the capitalized term “Parties” shall be a collective reference to both City and Employee. The capitalized term “Party” may refer to either City or Employee as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an agreement dated August 6, 2014 and entitled “Employment Agreement for the Position of City Manager” (hereinafter, the “Master Agreement”) (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit “A”); and

WHEREAS, Section 9.4 (Amendments) of the Master Agreement allows the Parties to amend the Master Agreement provided such amendments are memorialized in the form of a written amendment approved by the Parties; and

WHEREAS, the Parties desire to extend the term of the Master Agreement subject to its same terms and conditions on a temporary basis while a longer term extension instrument is formulated; and

WHEREAS, the City Council believes that a finalized extension instrument will likely be ready for approval by the first regular meeting of the City Council on September 6, 2016.

NOW, THEREFORE, the Parties agree as follows:

1. The forgoing recitals are true and correct.
2. The Master Agreement is hereby extended subject to its same terms and conditions for a period commencing on August 11, 2016 and ending September 7, 2016 to allow the Parties time to finalize and approve the terms of a longer term extension instrument.
3. This Amendment will cease to remain in effect upon the earlier of the following: (i) September 7, 2016; or (ii) the approval and execution of a Second Amendment to the Master Agreement which sets forth the terms and conditions of a longer term extension of the Master Agreement.

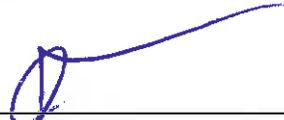
4. The Parties agree that other than this Amendment, the Master Agreement is not otherwise Amended and shall remain the operative, final, and integrated employment agreement between City and Employee.

IN WITNESS WHEREOF, City has caused this Amendment to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk and Employee has signed and executed this Amendment, as of the date first executed by the Parties below.

By: 

Baru Sanchez
Mayor

Date: _____

By: 

Jose Pulido
Employee/ City Manager

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Rick Olivarez, City Attorney

By: _____
City Clerk



**EMPLOYMENT AGREEMENT
For the Position of
CITY MANAGER**

This Employment Agreement (“Agreement”) is made and entered into this 6th day of August, 2014, by and between the CITY OF CUDAHY (“CITY”), a California municipal corporation, and JOSE E. PULIDO (“PULIDO”), an individual, on the following terms and conditions:

RECITALS

A. CITY desires to employ the services of PULIDO as Manager of CITY (“City Manager”) as that position is generally described under Chapter 2.12 (City Manager) of the Cudahy Municipal Code; and

B. The City Council finds that PULIDO possesses the education, training, experience and expertise necessary to perform the duties of City Manager; and

C. PULIDO desires to accept employment as City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement; and

D. The City Council approved this Agreement and the execution of same in open session at its meeting of August 6, 2014 as required under Government Code section 53262.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, CITY and PULIDO agree as follows:

SECTION 1. Position, Duties and Term.

1.1 **Position.** PULIDO accepts employment with CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement.

1.2 **Commencement Date/Conditions of Employment.**

1.2.1 PULIDO shall commence the performance of his duties as the City Manager on August 11, 2014 (“Commencement Date”), subject to subsection 1.2.2 below.

1.2.2 PULIDO’s employment with the CITY is contingent upon PULIDO’s submitting to a general medical exam by a qualified physician selected by CITY prior to the Commencement Date. CITY and PULIDO shall receive a copy of all medical reports related to the examination.

1.3 Term; At-will.

- 1.3.1 The term of this Agreement (“Term”) shall commence upon the Commencement Date and shall expire on August 10, 2016. The foregoing notwithstanding, nothing in this Section shall operate to prohibit, modify or otherwise restrict the City Council’s ability to terminate PULIDO’s employment at any time for cause or for convenience without cause at any time prior to the expiration of the Term.
- 1.3.2 PULIDO’s employment with CITY shall be “at-will” pursuant to the provisions of *Government Code* § 36506. PULIDO’s employment shall be subject to the provisions of this Agreement and provisions applicable to the office of the City Manager contained in the City’s Municipal Code, as it may be amended from time to time. PULIDO acknowledges that he is an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. To the extent they conflict with his at-will status, the terms of the CITY’s personnel rules, policies, regulations, procedures, ordinances, and resolutions including, without limitation, CITY Personnel Policies, as they may be amended or supplemented from time to time, shall not apply to PULIDO, and nothing in this Agreement is intended to, or does, confer upon PULIDO any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 5 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of PULIDO as provided in Section 5 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of PULIDO to resign at any time from this position with CITY, subject only to the provisions set forth in Section 5 [Termination] of this Agreement.

1.4 Duties. PULIDO shall serve as the City Manager and shall be vested with the powers, duties and responsibilities set forth in Section 2.12.030 of the Cudahy Municipal Code, the terms of which are incorporated herein by reference, as may be amended from time to time. PULIDO shall provide service at the direction and under supervision of the City Council. It is the intent of the parties that the City Manager shall keep the City Council fully apprised of all significant ongoing operations of CITY. To that end, PULIDO shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide oral or written status reports to the City Council on his activities and those of CITY.

PULIDO’s duties as City Manager shall include, but are not limited to:

- a. Attending all meetings of the City Council, unless excused by the Mayor (or presiding officer if the Mayor is unavailable), and taking part in the

discussion of all matters before the City Council. The City Manager shall receive notice of all regular and special meetings of the City Council;

- b. Reviewing all agenda documents before preparing the agenda for any regular or special meetings of the City Council;
- c. Directing the work of all elective and appointive CITY officers, department directors, division managers and all CITY employees, except those that are directly appointed by or report directly to the City Council. The City Manager shall endeavor to implement changes that the City Manager believes will result in greater efficiency, economy, or improved public service in the administration of CITY affairs;
- d. Recommending to the City Council from time to time of the adoption of such measures as the City Manager may deem necessary or expedient for the health, safety, or welfare of the community or the improvement of administrative services;
- e. Conducting research in administrative practices in order to bring about greater efficiency and economy in CITY government and develop and recommend to the City Council long range plans to improve CITY operations and prepare for future CITY growth and development;
- f. Providing management training and developing leadership qualities among department heads and staff as necessary to build a CITY management team that can plan for and meet future changes; and
- g. Exercising control of CITY government in emergencies as authorized by the City's Municipal Code and California law.
- h. Duties as prescribed under Chapter 2.12 of the Cudahy Municipal Code, incorporated herein by reference, as it may be amended from time to time.

It is the intent of the City Council for the City Manager to function as the chief executive officer of the CITY's organization. Without additional compensation, PULIDO shall provide such other services as are customary and appropriate to the position of City Manager, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the CITY's Municipal Code and policies. PULIDO shall devote his best efforts and full-time attention to the performance of these duties. Notwithstanding PULIDO's duties as City Manager, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of the CITY in a manner consistent with the CITY's personnel rules, administrative policies and City Council policies.

1.5 Hours of Work. PULIDO shall devote the time necessary to adequately perform his duties as City Manager during the term of employment commencing August 11, 2014. At a minimum, PULIDO shall work eight (8) hours per day, five (5) days per week. PULIDO shall, to the extent reasonably practicable and excluding those days when PULIDO is taking vacation, sick or management leave, maintain an onsite presence at City Hall during each day City Hall is

open for regular business and shall make himself available to the City Council, CITY staff and members of the community during normal business hours for City Hall and for the performance of his duties and of CITY business. The position of City Manager shall be deemed an exempt position under state and federal wage and hour laws. PULIDO's compensation (whether salary or benefits or other allowances) is not based on hours worked and PULIDO shall not be entitled to any compensation for overtime.

1.6 Other Activity. In accordance with *Government Code* § 1126, during the period of his employment, PULIDO shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of PULIDO's duties as City Manager.

1.7 Residence. PULIDO shall not be required to reside within the territorial boundaries of the CITY. The foregoing notwithstanding, PULIDO shall maintain a permanent residence within a reasonable distance to the CITY so as to permit PULIDO travel to the CITY within one hundred twenty (120) minutes in the event of CITY emergencies.

1.8 Conflicts of Interest. PULIDO shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. PULIDO shall further refrain from developing a financial stake in any commercial venture or partnership with any entity doing business with the CITY where such financial stake would create a violation of *Government Code* section 1090. For and during the term of this Agreement and any extension term, PULIDO further agrees that except for a personal residence or residential property acquired or held for future use as his personal residence, PULIDO will not invest in any other real estate or property improvements within the corporate limits of the CITY without the prior consent of the City Council and subject to the restrictions of all applicable financial conflict of interest laws.

SECTION 2. Compensation. For the services to be provided pursuant to this Agreement, PULIDO shall receive the following compensation, subject to appropriate tax and governmental deductions:

2.1 Base Salary. PULIDO shall receive an annual salary of **One Hundred Eighty Thousand Dollars (\$180,000.00)** paid according to the payroll schedule in place for CITY employees paid bi-weekly.

2.2 Evaluation. At a time agreed upon by the City Council and PULIDO on or before August 11th each year, the City Council will review and evaluate the performance of PULIDO as City Manager and may use an experienced professional outside facilitator mutually agreed upon by the City Council and PULIDO to do so. No later than thirty (30) calendar days prior to August 11th, CITY shall send a Notice of Upcoming Evaluation to PULIDO so that

CITY and PULIDO may begin discussions regarding the date and contents of the upcoming evaluation review. The purpose of the review shall be to provide PULIDO with feedback on his performance, including the performance of the duties set forth in Section 1.4 above, progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs, and to identify areas requiring improvement and how such improvement may be accomplished. In conducting the performance evaluation and considering adjustments to PULIDO's compensation, the City Council may consider, among other things, PULIDO's:

- a. overall performance as City Manager, including leadership and management skills;
- b. professional ethics;
- c. progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs;
- d. involvement in local, regional, and statewide organizations beneficial to the CITY;
- e. the financial feasibility or desirability of authorizing any proposed adjustment to compensation in light of current and/or projected economic conditions, including whether the CITY is operating with a balanced budget;
- f. prevailing job market conditions and compensation trends; and
- g. such other factors as the City Council may find relevant.

The City Council shall at all times retain discretion to agree to or deny any proposed adjustment to PULIDO's compensation terms, notwithstanding the findings or determinations of any performance review. Failure of CITY to provide a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 5 [Termination].

2.3 Mutual Commitments.

2.3.1 Strategic Workshops

- a. The City Council and the City Manager will meet annually to review the CITY's existing Strategic Plan and/or set out goals and priorities for the City Manager to implement. This annual meeting shall occur between January 1st and February 28th of each year. For purposes of clarity, the City Council and the City Manager shall further establish a relative priority among those goals and objectives within the Strategic Plan.

2.4 **Benefits.**

2.4.1 Health Insurance.

Health Insurance: PULIDO shall receive health insurance benefits equivalent to all other non-represented CITY management employees, as those benefits may change from time to time. CITY shall pay one hundred percent (100%) of premiums for PULIDO and his family members.

Dental Insurance: PULIDO shall receive dental insurance benefits equivalent to all other non-represented CITY management employees as those benefits may change from time to time. CITY shall pay one hundred percent (100%) of premiums for PULIDO and his family members.

Vision Care: PULIDO shall receive vision benefits equivalent to all other non-represented CITY management employees as those benefits may change from time to time. CITY shall pay one hundred percent (100%) of premiums for PULIDO and his family members.

2.4.2 Long Term Disability.

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, PULIDO shall receive any and all employee long term disability program benefits otherwise accorded CITY's executive management employees, as prescribed as of the Effective Date of this Agreement and as those benefits may be changed from time to time.

2.4.3 Term Life Insurance.

CITY shall select and provide PULIDO with a policy of term life insurance and shall pay the entire cost of the life insurance premium during the Term of this Agreement or any extension term. During the Term of this Agreement, the death benefit payable on the life insurance policy shall be capped at the maximum sum of One Million Dollars (\$1,000,000.00). In the event of PULIDO's death during the Term of this Agreement, PULIDO's designated beneficiary shall receive one hundred percent (100%) of the death benefit payment.

2.4.4 Accidental Death & Dismemberment.

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, PULIDO shall receive any and all employee accidental death and dismemberment program benefits

otherwise accorded CITY's executive management employees, as prescribed as of the Effective Date of this Agreement and as those benefits may be changed from time to time.

2.5 Automobile Allowance. CITY recognizes that PULIDO's duties as City Manager may require extensive use of an automobile in the ordinary course of performing his duties as City Manager. Accordingly, CITY, as added compensation, shall provide PULIDO with an automobile allowance in the amount of Four Hundred Dollars (\$400.00) per month to assist PULIDO with the cost of using and operating his own private vehicle and to offset expenses such as gasoline, auto insurance, maintenance, repair and other automobile related costs and expenses. PULIDO shall be responsible for maintaining and paying for liability insurance as required by State law and for all operating, maintenance and repair costs of PULIDO's automobile and for any other automobile-related expenses in excess of the allowance set forth herein.

2.6 Business Related Equipment. CITY shall provide a cell phone and cover service costs and other personal data devices (e.g., iPad, computer, etc.) in so far as such items are necessary for the performance of CITY-related business and are in fact used for CITY business.

2.7 Business Expenses. Excluding those expenses already covered by the supplemental compensation allowances set forth under Sections 2.5 and 2.6 above, CITY shall reimburse PULIDO for reasonable and necessary travel, subsistence and other business expenses incurred by PULIDO in the performance of his duties or in connection with PULIDO's participation in those authorized activities referenced under Section 1 above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California and any CITY-adopted reimbursement policies as either may be adopted, updated or otherwise amended from time to time.

SECTION 3. Vacation and Other Leave.

3.1 Vacation Leave. PULIDO shall be eligible to accrue six and two-thirds (6 2/3) hours of vacation leave each month, for a maximum of eighty (80) hours of vacation leave per year during the Term of this Agreement. Vacation leave may be carried over from year to year. Notwithstanding the foregoing, at no time shall PULIDO accrue more than three hundred twenty (320) hours or forty (40) business days of total vacation leave. In recognition of this limit, PULIDO shall cease to accrue any additional vacation leave time so long as his total accrued but unused vacation leave remains at 320 hours or 40 business days total. On December 31st of each year, PULIDO may sell back accumulated but unused vacation leave time at his applicable base salary hourly rate, provided that fifty (50) hours of accrued vacation time remains on the books.

Section 5.5 below notwithstanding, upon separation of employment for any reason, CITY shall buy back PULIDO's accrued and unused vacation leave time at applicable base salary hourly rate, in addition to the payment contemplated under Section 5.1, below.

3.2 Holidays. Paid holidays shall be in accordance with CITY's current practices and are subject to change. Paid holidays will be those deemed authorized by CITY.

3.3 Sick Leave. PULIDO shall be eligible to accrue eight (8) hours of sick leave each month, for a maximum of ninety six (96) hours of sick leave per year during the Term of this Agreement. Sick leave shall be used by PULIDO only in cases of actual sickness of PULIDO or a member of PULIDO's immediate family, including PULIDO's dependents. Sick leave may be carried over from year to year. Notwithstanding the foregoing, at no time shall PULIDO accrue more than four hundred eighty (480) hours or sixty (60) business days of total sick leave time. In recognition of this limit, PULIDO shall cease to accrue any additional sick leave time so long as his total accrued but unused sick leave remains at 480 hours or 60 business days total. On July 1st of each year, PULIDO may sell back at full rate of pay (applicable base salary hourly rate) a maximum of ninety-six (96) hours of accrued but unused sick time, provided however that at least fifty-eight (58) hours remain on the books prior to PULIDO being eligible for any sick leave buy-back.

Section 5.5 below notwithstanding, in the event CITY terminates PULIDO for convenience, PULIDO may sell back up to one hundred ninety-two (192) hours of accrued but unused sick leave to CITY at applicable base salary hourly rate, in addition to the payment contemplated under Section 5.1, below.

3.4 Management Leave. CITY recognizes that while PULIDO is an exempt employee and not entitled to overtime pay, PULIDO's duties will likely require him to be available more than forty (40) hours per week. Accordingly, PULIDO shall be eligible to accrue two and one-fourth (2 ¼) hours of management leave each month, for a maximum of twenty-seven (27) hours of management leave per year during the Term of this Agreement. Accrued but unused management leave time may be carried over from year to year. On July 1st of each year, PULIDO may sell back at full rate of pay (applicable base salary hourly rate) accrued but unused management leave time, provided however that at least twenty-seven (27) hours remain on the books. Upon separation from employment with CITY, PULIDO shall not be entitled to compensation for, and CITY shall not buy back, any accrued but unused management leave time.

SECTION 4. Retirement.

The CITY is a member of the Public Employees Retirement System (PERS) for the purpose of employee retirement benefits. PULIDO shall be eligible for coverage under PERS as provided under paragraph 7 of the contract between PERS and the CITY, as amended on October 16, 2011. CITY shall provide PULIDO membership in PERS using the Two Percent (2%) at age 60 formula; CITY shall contribute CITY's Employer Share of the cost of membership in PERS during the Term of this Agreement and PULIDO shall contribute the cost of the Employee Share.

SECTION 5. Termination.

5.1 By CITY Not for Cause/For Convenience. CITY may terminate PULIDO for any reason, and at any time, with or without cause, by providing PULIDO thirty (30) days prior written notice thereof. In lieu of providing thirty (30) days prior written notice of termination,

CITY may place PULIDO on paid leave status during the thirty (30) day notice period or any portion thereof. This Agreement and its provisions govern the procedures for termination of PULIDO; any practice or procedure contained in or arising from any personnel policies or past CITY practices relating to the employment, discipline, or termination of its employees shall not apply to the procedures utilized by CITY for termination of PULIDO.

5.1.1 If PULIDO is terminated without cause, or he separates from CITY employment by mutual agreement between the CITY and PULIDO, at any time prior to February 11, 2015, he shall not be entitled to severance pay.

5.1.2 If PULIDO is terminated without cause, or upon his separation by mutual agreement between the CITY and PULIDO, at any time on or after February 11, 2015 but prior to August 11, 2015, he shall be entitled to severance pay of twelve (12) months' base salary, less any and all applicable or legally required deductions.

5.1.3 If PULIDO is terminated without cause, or upon his separation by mutual agreement between the CITY and PULIDO, at any time on or after August 11, 2015, he shall be entitled to severance pay of six (6) months' base salary, less any and all applicable or legally required deductions and subject to the limitations of Government Code section 53260.

5.1.4 Severance pay shall be paid by the CITY within thirty (30) days of termination. PULIDO shall receive any and all compensation for accrued but unused vacation and sick leave time for which he is eligible under Section 3 in addition to any severance payment provided under section 5.1.

5.1.5 The foregoing notwithstanding, CITY shall not exercise its right to terminate PULIDO for convenience and without cause during the 30-day period immediately following any General Municipal Election of the CITY in which one or more City Council seats are subject to an election contest or during the 30-day period immediately following any Special Municipal Election of the CITY in which one or more City Council seats are subject to an election contest.

5.2 **By Employee.** PULIDO may terminate his employment for any reason, and at any time, with or without cause, by providing CITY with thirty (30) days advance written notice. Notwithstanding Section 5.1, above, in the event that PULIDO terminates his employment, CITY shall have the option, in its complete discretion, to make PULIDO's termination effective at any time prior to the end of such 30-day period, provided CITY pays PULIDO all compensation due and owing him through the last day actually worked. In the event PULIDO resigns, he will not be entitled to severance pay.

5.3 **By CITY for Cause.** CITY may terminate this Agreement at any time by providing PULIDO written notice of his termination for cause. No severance payment shall be paid in the event CITY terminates this Agreement for cause, except that CITY shall pay PULIDO his accumulated and unused vacation leave as provided for in this Agreement. For

purposes of this Agreement, cause for termination shall include, but not be limited to, the following:

- a. Commitment of any illegal or unethical act involving personal gain to PULIDO;
- b. Willful or intentional failure or refusal to perform his duties and responsibilities consistent with his obligations under this Agreement, or to comply with lawful directives issued by the City Council pertaining to performance of his job duties and responsibilities;
- c. Engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or time;
- d. Material breach of the terms and conditions of this Agreement;
- e. Any intentional or grossly negligent act or omission that materially and substantially:
 - i. impedes or disrupts the operations of CITY or its organizational units;
 - ii. is detrimental to PULIDO's safety, the safety of any other CITY official, agent, or employee, or public safety; or
 - iii. violates properly established CITY rules or procedures as established by collective action of the City Council, including but not limited to the adoption of ordinances and resolutions;
- f. Commission of an act of moral turpitude. Under California law, acts of moral turpitude are acts including, but not limited to dishonesty, fraud, and theft, violence or the threat of violence, driving under the influence, possession of controlled substances for sale, vandalism, abuse, lewd acts, and securities violations. The City Council will not make a finding or determination about whether PULIDO has engaged in such conduct without first providing PULIDO a full, fair opportunity to rebut, defend, and justify any such alleged act involving moral turpitude in an open or closed session, at PULIDO's sole choice, provided that PULIDO may be placed on administrative leave without pay pending the outcome of any CITY investigation of such acts;
- g. Conviction of a felony, or plea of, guilty or nolo contendere or conviction of a misdemeanor involving moral turpitude, provided that PULIDO may be placed on administrative leave without pay should he be charged with any such crime;
- h. Willful or negligent destruction, misappropriation, or misuse of public property, waste of public supplies, or use of public property or supplies for other than a public purpose;

- i. Willful political activity involving the support of (or opposition to) candidates for City Council;
- j. Willful and unlawful retaliation against any other CITY officer or employee or member of the general public who in good faith discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of law occurring on the job or directly related thereto;
- k. Violation of any conflict of interest or incompatibility of office laws including, but not limited to the Political Reform Act and *Government Code* § 1090;
- l. Willful violation of any laws involving an abuse of office or position, as defined in *Government Code* § 53243.4;
- m. Performance of material outside business interests;
- n. Abuse of any prescription or non-prescription drugs, alcohol, or controlled substances that affect the performance of the City Manager's duties;
- o. Engaging in conduct tending to bring embarrassment or disrepute to CITY; and/or
- p. Unexcused absences from work for three (3) consecutive days without notice, except in case of emergency.

PULIDO expressly waives any rights provided for Administrative Personnel under CITY's Personnel Policies, any rights provided for the City Manager or Administrative Personnel under the Cudahy Municipal Code, or under state or federal law to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination.

5.4 Termination Obligation. PULIDO agrees that all property, including without limitation, all equipment, tangible Proprietary Information (as defined in Section 6, below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of PULIDO's employment. PULIDO's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5.5 Benefits Upon Termination. All benefits to which PULIDO is entitled under this Agreement shall cease upon PULIDO's termination in accordance with this Section 5, unless expressly continued either under this Agreement, under any specific written policy or benefit plan applicable to PULIDO, or unless otherwise required by law.

5.6 Cessation of Work Due to Non-Permanent Illness or Injury. In addition to any right of termination set forth under Sections 5.1 and 5.3, above, CITY reserves the right to terminate PULIDO's employment along with this Agreement if PULIDO ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment and

Housing Act; and (iii) where the cessation of work continues beyond the longer of the following: a period of four successive weeks beyond PULIDO's accrued sick leave; or a period of twenty consecutive days beyond a period of thirty consecutive days of incapacity due to the illness or injury.

5.7 Disability. In addition to any right of termination set forth under Sections 5.1 and 5.3, above, CITY reserves the right to terminate PULIDO's employment along with this Agreement after PULIDO suffers any physical or mental disability that does not arise out of the course of employment and that prevents the performance of PULIDO's essential job duties, unless reasonable accommodation can be made to allow PULIDO to continue working. The foregoing notwithstanding, CITY may terminate PULIDO if the disability poses a direct threat to CITY, PULIDO or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. The CITY will not provide a severance payment if PULIDO is terminated under this Section of this Agreement.

5.8 Illness, Injury or Disability Arising Out of the Course of Employment. In the event PULIDO suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate PULIDO solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers' compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. §§ 12101 et. seq.) and the California Fair Employment and Housing Act. Further, PULIDO's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

5.9 Medical Examination. PULIDO agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by the CITY, in the event a decision must be made under Sections 5.6 through 5.8. CITY and PULIDO shall receive a copy of all medical reports related to the examination.

5.10 Death of Employee. This Agreement along with PULIDO's employment shall terminate automatically upon PULIDO's death.

SECTION 6. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its elected and appointed officials, officers, employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, 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 CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, PULIDO shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination,

PULIDO shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. PULIDO's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

SECTION 7. Conflict of Interest. PULIDO represents and warrants to CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

SECTION 8. Professional Development. The CITY acknowledges its interest in PULIDO's continuing professional development and agrees to allow and pay all expenses associated with his attendance at annual conferences of the International City Management Association, League of California Cities, and California City Managers Association. Further, the CITY agrees to pay the membership dues for PULIDO in the International City Management Association and City Manager's Department of the League of California Cities. With the prior consent of the Council, the CITY agrees to allow PULIDO to attend and participate in such other professional associations and conferences as may be mutually agreeable to both parties. The CITY acknowledges the right of PULIDO to engage in other professional activities as long as they do not interfere or conflict with PULIDO's duties as City Manager. Such professional activities may include teaching, writing, consulting and others.

SECTION 9. General Provisions.

9.1 **Notices.** All notices, requests, demands and other communications under this Agreement shall 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 CITY at the address below, or at the last known address maintained in PULIDO's personnel file. PULIDO agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:

City of Cudahy
5220 Santa Ana Street
Cudahy, California 90201
Attn: Mayor and City Council

Pulido's Notice Address: [Deliver to last updated address in personnel file]

9.2 **Indemnification.** Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [*Government Code* §§ 810 et seq.], CITY will indemnify, defend, and hold PULIDO harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring within the course and scope of PULIDO's duties as City Manager during PULIDO's tenure as City Manager. The CITY shall pay the amount of any

settlement or judgment thereon; provided that PULIDO cooperates in the defense of the claim, demand, or action. In this regard, the CITY shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement rendered thereon. Notwithstanding the foregoing, the CITY shall have no duty to indemnify, defend or hold PULIDO harmless from any criminal proceeding or with regard to any civil, criminal or administrative proceeding initiated by him.

Without limiting the application of this Section 9.2, nothing in this Agreement shall expand the CITY'S defense and indemnification obligations beyond those provided in the Tort Claims Act and *Government Code* §§ 995-996.6. Further, in the event CITY provides funds for legal criminal defense pursuant to this sub-section and the terms of the *Government Code*, PULIDO shall reimburse the CITY for such legal criminal defense funds, and for any paid leave provided pursuant to Section 5.3 above, if PULIDO is convicted of a crime involving an abuse of office of position as provided by *Government Code* §§ 53243-53243.4.

9.3 Bonding. The CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any laws or ordinance.

9.4 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of PULIDO'S employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of PULIDO, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to PULIDO and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

9.5 Amendments. This Agreement may not be altered, amended or modified except in a written document signed by PULIDO, approved by the City Council and signed by CITY'S Mayor or designee.

9.6 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the party making the waiver.

9.7 Assignment. PULIDO shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to PULIDO, assign its rights and obligations hereunder.

9.8 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

9.9 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

9.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue properly only in Los Angeles County, State of California.

9.11 **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 or 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. Each party waives its future right to claim, contest, or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

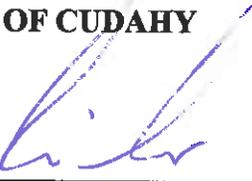
9.12 **Acknowledgment.** PULIDO acknowledges that he has had the opportunity to consult legal counsel with regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own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

9.13 **Miscellaneous.** The provisions of Chapter 2.12 of the Cudahy Municipal Code relating to the City Manager are incorporated into this Agreement by this reference, as amended from time to time.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its Interim City Clerk, and PULIDO has signed and executed this Agreement, as of the date first indicated above.

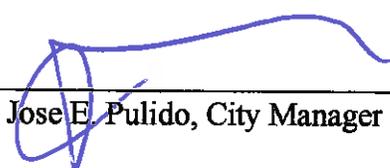
CITY OF CUDAHY

By: _____


Chris Garcia, Mayor

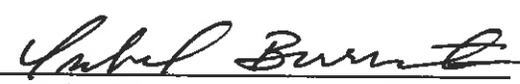
CITY MANAGER

By: _____


Jose E. Pulido, City Manager

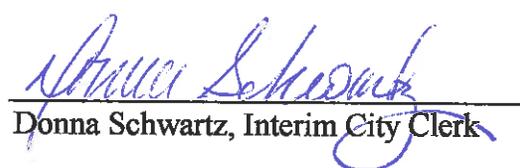
APPROVED AS TO FORM:

By: _____


Isabel Birrueta, Assistant City Attorney

ATTEST:

By: _____


Donna Schwartz, Interim City Clerk

2016
SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT
(Employee: Jose Pulido)

THIS SECOND AMENDMENT (“Second Amendment”) to that certain agreement entitled “Employment Agreement for the Position of City Manager” originally executed on August 6, 2014 by and between the CITY OF CUDAHY (“City”) and JOSE PULIDO, an individual (“Employee”) is made and entered into this _____ day of August 2016 (“Effective Date”). For purposes of this Second Amendment, the capitalized term “Parties” shall be a collective reference to both City and Employee. The capitalized term “Party” may refer to either City or Employee as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an agreement dated August 6, 2014 and entitled “Employment Agreement for the Position of City Manager” (hereinafter, the “Master Agreement”). (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit “A”); and

WHEREAS, Section 9.4 (Amendments) of the Master Agreement allows the Parties to amend the Master Agreement provided such amendments are memorialized in the form of a written amendment approved by the Parties; and

WHEREAS, the Cudahy City Council (“City Council”), in anticipation of the pending expiration of the Master Agreement on August 10, 2016, approved a First Amendment instrument to the Master Agreement (hereinafter, the “First Amendment”) which merely extended the term of the Master Agreement to September 7, 2016 to allow the City Council time to refine and finalize the terms of a longer term extension to the Master Agreement; and

WHEREAS, the First Amendment was approved at the City Council’s Regular meeting of August 8, 2016 in open session; and

WHEREAS, the City Council requires additional time before it can approve a long-term extension instrument which would, among other things, result an adjustment to the City Manager’s compensation and other contract terms; and

WHEREAS, the need for additional time is driven, in part, on the City Council’s need to finalize and approve the City’s fiscal year budget; and

WHEREAS, the approval of this Second Amendment instrument is only intended to prevent the underlying Master Agreement from expiring on its own terms before the terms of a long term extension can be finalized and approved; and

WHEREAS, this Second Amendment was approved by the City Council in open session at its meeting of August 29, 2016 under Joint Special Meeting Agenda Item No. _____.

NOW, THEREFORE, the Parties agree as follows:

1. The forgoing recitals are true and correct.
2. The Master Agreement is hereby extended on a month-to-month basis for a maximum of three (3) months commencing as of September 1, 2016. The foregoing notwithstanding and notwithstanding any other provisions of the Master Agreement to the contrary, City reserves the right to terminate the Master Agreement as amended by way of this Second Amendment and all prior amendments for convenience and without cause upon thirty (30) days prior written notice to Employee at any time during the interim 3-month, month-to-month extension period established under this Second Amendment. Nothing in this Second Amendment shall operate to adjust or otherwise amend, the rates of compensation Employee receives under the Master Agreement or any non-monetary benefits received by Employee.
3. This Second Amendment will cease to remain in effect upon the earlier of the following: (a) 11:59 pm on Wednesday, November 30, 2016; or (b) the approval and execution of a Third Amendment to the Master Agreement which sets forth the terms and conditions of a longer term extension of the Master Agreement, which long term extension shall be approved in compliance with Section 53262 of the Government Code.
4. The Parties agree the Master Agreement as amended by way of this Second Amendment and all prior amendments shall remain the operative, final, and integrated employment agreement between City and Employee.

[SIGNATURES ON NEXT PAGE]

AGENDA DRAFT

IN WITNESS WHEREOF, City has caused this Second Amendment to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk and Employee has signed and executed this Second Amendment, as of the date of the last Party to sign this Second Amendment, below.

By: _____
Baru Sanchez
Mayor

Date: _____

By: _____
Jose Pulido
Employee/ City Manager

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Rick Olivarez, City Attorney

By: _____
City Clerk

AGENDA DRAFT

**EXHIBIT "A"
MASTER AGREEMENT**

AGENDA DRAFT

CITY OF CUDAHY
**GENERAL PLAN UPDATE
JOINT PLANNING COMMISSION
AND CITY COUNCIL
WORKSHOP**

Turner Hall
4835 Clara Street
Monday, August 29, 2016
6:00PM - 8:00PM

AGENDA

- | | | |
|-------------|---|-------------------------------|
| I. | Agenda Overview | Michael Allen, City of Cudahy |
| II. | Amended Conceptual Land Use Plan and Character | Lisa Brownfield, MIG |
| III. | Amended Conceptual Circulation Plan | Lisa Brownfield |
| IV. | Next Steps | Lisa Brownfield |
| V. | Adjourn | |

CUDAHY 2040: GENERAL PLAN UPDATE

Land Use, Character, and Circulation

*Joint Planning Commission and City Council Workshop
August 29, 2016
6:00pm*



CUDAHY
OPEN MINDS, OPEN DOORS

AGENDA

- Agenda Overview
- Amended Conceptual Land Use Plan and Character
- Amended Conceptual Circulation Plan
- Next Steps
- Adjourn

GUIDING PRINCIPLES: RECAP

AMENDED GUIDING PRINCIPLES*

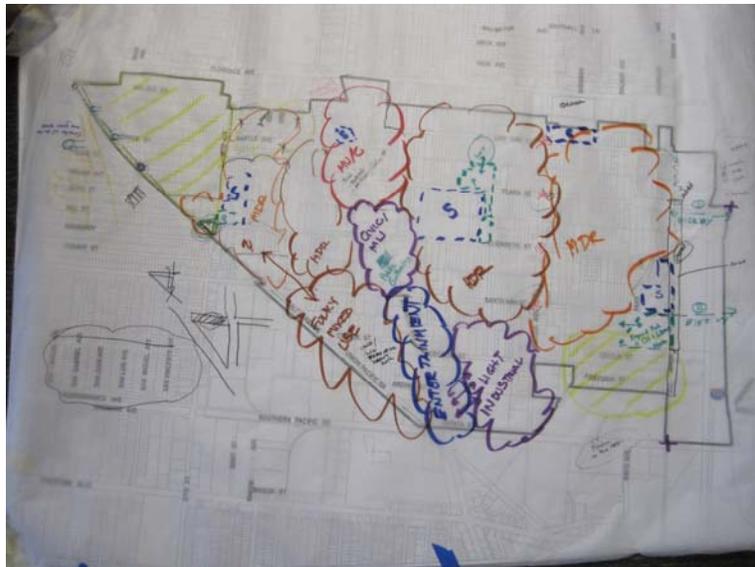
- Preserve Cudahy's **small town** feel
- Foster Cudahy's **family-oriented** values and lifecycle
- Strengthen community **collaboration**
- Recognize and celebrate Cudahy's rich **culture**
- Develop a distinctive **character** for Cudahy
- Spark and strengthen economic **prosperity**
- Improve multimodal **mobility** and safety
- Protect and enhance community **health** and the **environment**



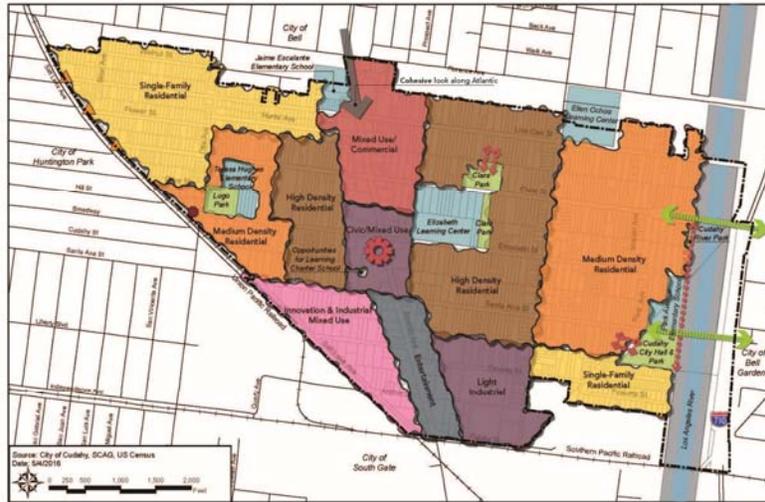
**full text provided in handout*

LAND USE

LAND USE CONCEPT MAP EVOLUTION

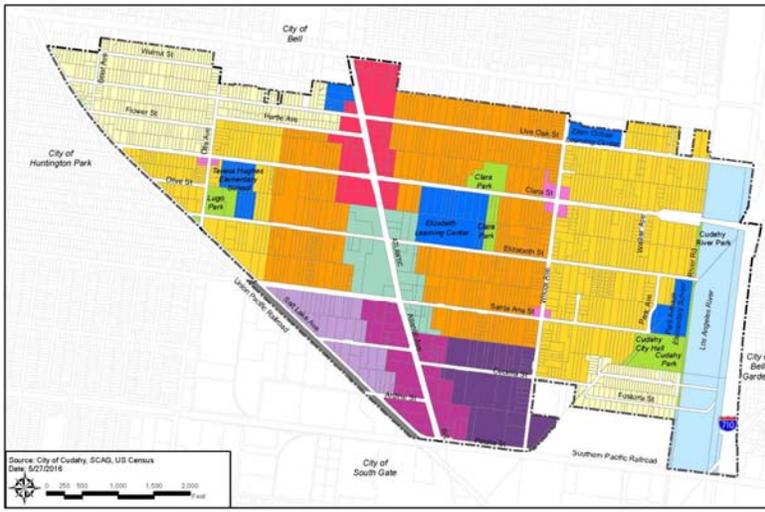


PRELIMINARY LAND USE CONCEPT



PROPOSED LAND USE CONCEPT MAP
CUDAHY GENERAL PLAN

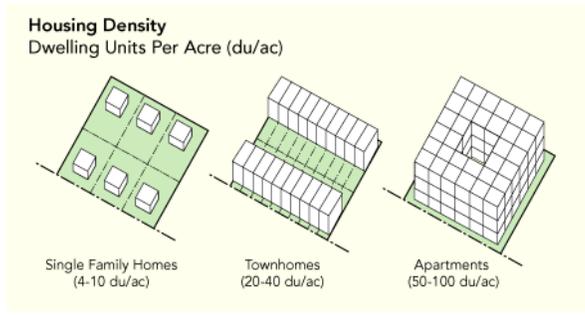
AMENDED LAND USE PLAN



GENERAL PLAN LAND USE MAP-REVISED
CUDAHY GENERAL PLAN

WHAT IS HOUSING DENSITY?

Measures the number of dwelling units a site can provide in a given area. Usually referred to by the number of dwelling units per acres, or du/ac.



LOW DENSITY RESIDENTIAL



Existing Average du/ac	Projected Max du/ac	Max Height (Stories)
9.5	15	2




6 du/ac



12 du/ac



10-12 du/ac

MEDIUM DENSITY RESIDENTIAL



Existing Average du/ac	Projected Max du/ac	Max Height (Stories)
21	25	3

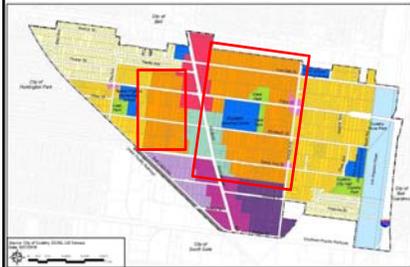


20 du/ac



25 du/ac

HIGH DENSITY RESIDENTIAL



Existing Average du/ac	Projected Max du/ac	Max Height (Stories)
21	40	4



30 du/ac



30 du/ac



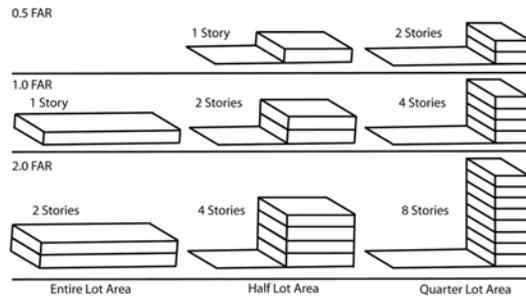
40 du/ac

WHAT IS FAR?

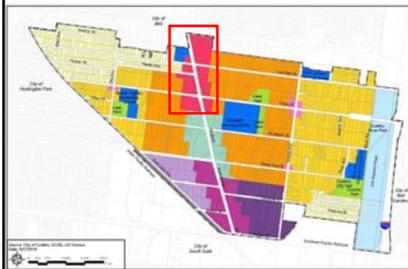
Floor Area Ratio (FAR): Floor area ÷ total area of the lot

- **Floor:** the total floor space of a proposed development (on all floors); and
- **Area:** the total area of the parcel the proposed developed is on.

Exhibit 23.84A.012 A
Floor Area Ratio



MIXED USE COMMERCIAL



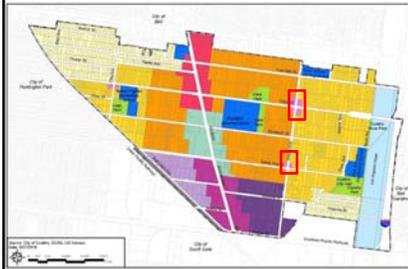
Commercial	Existing FAR	Max FAR	Max Height (Stories)
Res+Com	.17	1.0	4
Single Com	.17	.75	3

High Density Residential	Existing du/ac	Max du/ac	Max Height (Stories)
Res+Com	N/A	40	4
Single Res	N/A	30	3

Use Types

- Residential+Commercial
- Single Use Commercial
- Single Use Residential

NEIGHBORHOOD COMMERCIAL



Existing Average FAR	Max FAR	Max Height (Stories)
.27	0.50	2



- Use Types**
- Retail
 - Office
 - Other Commercial (No Auto Uses)

CIVIC MIXED USE



Civic	Existing Density	Max Density	Max Height (Stories)
Civ+Res	N/A	1.75 FAR 40 du/ac	4
Civ+Com	N/A	1.75 FAR	4
Single Civ	0.05 FAR	1.75 FAR	3
Commercial	Existing FAR	Max FAR	Max Height (Stories)
Single Com	.17	0.75	3
Residential	Existing du/ac	Max du/ac	Max Height (Stories)
Single Res	N/A	30	3



- Use Types**
- Civic+Residential
 - Civic+Commercial
 - Single Use Residential
 - Single Use Commercial
 - Single Use Civic

ENTERTAINMENT



Existing FAR	Max FAR	Max Height (Stories)
N/A	1.5	4

Use Types

- Retail Commercial
- Entertainment Venues (i.e. Casino, theaters, outdoor stages etc.)



INNOVATIVE/INDUSTRIAL



Industrial	Existing FAR	Max FAR	Max Height (Stories)
Live/Work	N/A	2.0	3
Light Ind.	0.25	1.25	3

Commercial	Existing FAR	Max FAR	Max Height (Stories)
Commercial	N/A	1.0	2



Use Types

- Office
- Light Industrial
- Live/Work
- Retail/ Commercial

INNOVATIVE/INDUSTRIAL



LIGHT INDUSTRIAL



Existing FAR	Max FAR	Max Height (Stories)
.25	1.25	3

Use Types

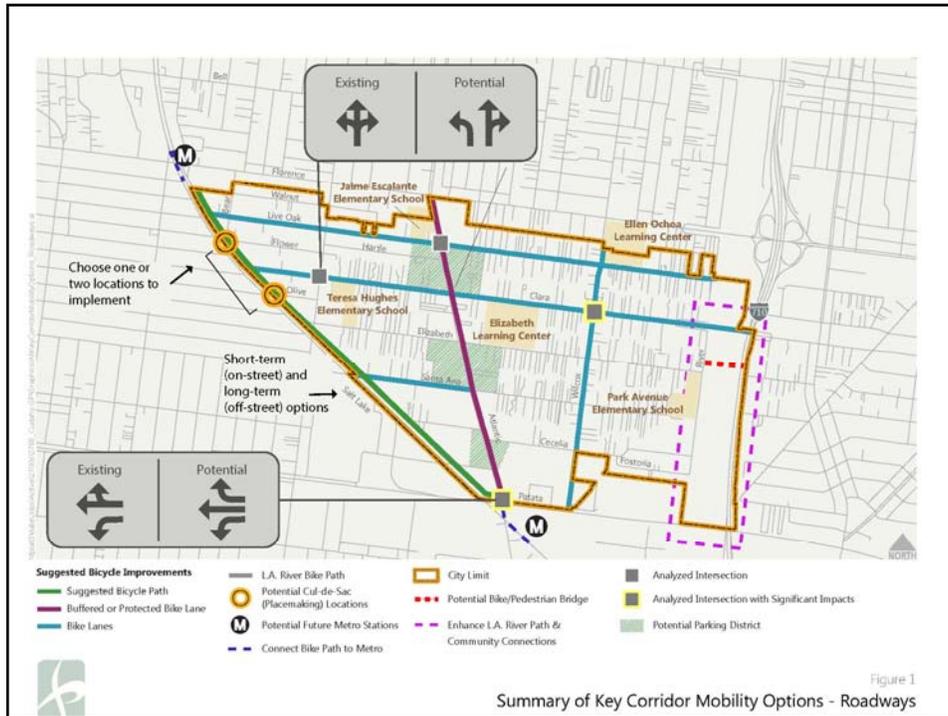
- Light Industrial
- Office
- Warehouse



CIRCULATION

MOBILITY MAP EVOLUTION





CUDAHY 2040: GENERAL PLAN UPDATE

Land Use, Character, and Circulation

*Joint Planning Commission and City Council Workshop
August 29, 2016
6:00pm*



CUDAHY
OPEN MINDS, OPEN DOORS