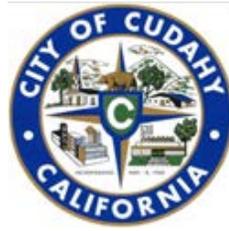


Baru Sanchez, Mayor
Christian Hernandez, Vice Mayor
Chris Garcia, Council Member
Jack Guerrero, Council Member
Cristian Markovich, Council Member



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

REMOTE TELECONFERENCE
LOCATION:

CLARA STREET PARK
Chamber of Commerce Room
4835 Clara Street
Cudahy, CA 90201

AGENDA

A REGULAR MEETING
OF THE CUDAHY CITY COUNCIL
and JOINT MEETING of the
CITY OF CUDAHY AS SUCCESSOR AGENCY and HOUSING SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Monday, October 24, 2016 – 6:30 P.M.

Written materials distributed to the City Council within 72 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 / Agency Member Guerrero
Council / Agency Member Garcia
Council / Agency Member Markovich
Vice Mayor / Vice Chair Hernandez
Mayor / Chair Sanchez

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

A. National Immigrants Day Proclamation

5. PUBLIC COMMENTS

(Each member of the public may submit one comment card if he or she wishes to address the City Council. Only speakers that submit a comment card within the first 20 minutes of the meeting will be permitted to speak for two (2) minutes concerning items under the City Council's jurisdiction, including items on the agenda and closed session items.)

(Every person who, without authority of law, willfully disturbs or breaks up a City Council meeting is guilty of a misdemeanor. [See, Cal. Penal Code § 403.])

6. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS (Each Council Member is limited to three minutes.)

(This is the time for the City Council / Agency to comment on any topics related to "City Business," including announcements, reflections on city / regional events, response to public comments, suggested discussion topics for future council meetings, general concerns about particular city matters, questions to the staff, and directives to the staff (subject to approval / consent of the City Council majority members present, regarding staff directives). Each Council / Agency Member will be allowed to speak for a period not to exceed three (3) minutes. Notwithstanding the foregoing, the City Council Members shall not use this comment period for serial discussions or debate between members on City business matters not properly agendized. The City Attorney shall be responsible for regulating this aspect of the proceeding.)

7. CITY MANAGER REPORT (information only)

8. REPORTS REGARDING AD HOC, ADVISORY, STANDING, OR OTHER COMMITTEE MEETINGS

9. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

(Consideration to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council / Agency to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.)
(COUNCIL / AGENCY)

Recommendation: Approve the Waiver of Full Reading of Resolutions and Ordinances.

10. CONSENT CALENDAR

(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. Second Reading and Adoption of a Proposed Ordinance Amending Title 9 ("Public Peace, Morals and Welfare"), Chapter 9.12 ("Graffiti Prevention and Abatement") of the Cudahy Municipal Code by Specifically Amending Sections 9.12.020 ("Definitions"), 9.12.030 ("Nuisance Declared"), 9.12.040 ("Graffiti Prohibitions"), and 9.12.070 ("Standards For Graffiti Removal"); Deleting Sections 9.12.080 ("Graffiti Removal") And 9.12.140 ("Administrative Fines"), and Adding New Sections 9.12.080 ("Graffiti Removal") and 9.12.140 ("Administrative Fines") (page 9)

Presented by Community Development Manager

Recommendation: The City Council is requested to waive the reading in full and hold a second reading of the attached proposed ordinance amending the City's regulations pertaining to the maintenance and abatement of graffiti as set forth in Chapter 9.12 of the Cudahy Municipal Code.

- B. Second Reading and Adoption of a Proposed Ordinance Adding Chapter 1.40 ("Administrative Fines and Citations") To Title 1 ("General Provisions") of the Cudahy Municipal Code (CMC), and Approval of a Proposed Resolution Adopting the Fine Schedule for Violations of the CMC (page 25)

Presented by Community Development Manager

Recommendation: The City Council is requested to:

1. Waive the reading in full and approve the proposed ordinance amending Title 1 ("General Provisions") of the Cudahy Municipal

Code (CMC) by adding Chapter 1.40 (“Administrative Fines and Citations”) authorizing the imposition of administrative fines for violations of the Cudahy Municipal Code; and

2. Approve the proposed resolution establishing fines for violations of the Cudahy Municipal Code.

- C. Approval of a Second Amendment to the Professional Services Agreement (PSA) with FUEL Creative Group *(page 51)*

Presented by City Manager

Recommendation: The City Council is requested to approve a Second Amendment to the Professional Services Agreement (PSA) with FUEL Creative Group for the City’s quarterly magazine design services in the amount of \$40,000, with a total not to exceed amount of \$96,224, expiring June 30, 2017 with an additional one year option (i.e., July 1, 2017 through June 30, 2018). The additional one year extension would require an amendment to the Master Agreement to appropriate funds.

- D. Approval of a First Amendment to the Professional Services Agreement (PSA) with Wendy Chung for Creative Design Services *(page 79)*

Presented by City Manager

Recommendation: The City Council is requested to approve a First Amendment to the Professional Services Agreement (PSA) for writing, editing, creative design services, civic engagement strategy and policy, and program coordination and management services (see attached scope of work) to extend term of Master Agreement from March 14, 2017 through June 30, 2017 and appropriate an additional \$25,000, with an additional one year option (i.e., July 1, 2017 through June 30, 2018) at a not to exceed a total of \$75,000. The additional one year extension would require an amendment to the Master Agreement to appropriate funds.

11. PUBLIC HEARING – NONE

12. BUSINESS SESSION

- A. Discussion and Overview Regarding Assembly Bill 2 (Community Revitalization Authority) and Assembly Bill 2492 (Community Revitalization) and Their Effects on Economic Development in the City of Cudahy

Presented by the Office of the City Attorney

Recommendation: The City Council is requested to:

1. Receive the presentation from staff; and
2. Pose follow-up questions to staff.

B. Presentation and Request for City Council Direction Regarding Personal Marijuana Cultivation Provisions Proposed in California Proposition 64 (Adult Use of Marijuana Act)

Presented by the Office of the City Attorney

Recommendation: The City Council is requested to:

1. Receive the presentation from staff;
2. Pose follow-up questions to staff; and
3. Provide direction to staff, if any, regarding prospective personal marijuana cultivation bans and/or regulations.

C. A Adoption of Resolution Approving Fiscal Year (FY) 2016-17 City of Cudahy Budget and Adoption of Resolution Amending the General Fund Reserve Policy (*page 101*)

Presented by Finance Director

Recommendation: The City Council is requested to:

1. Adopt a proposed resolution approving the Fiscal Year (FY) 2016-17 City of Cudahy Budget (City Budget), commencing July 1, 2016 and ending June 30, 2017;
2. Adopt a proposed resolution amending the General Fund Reserve Policy to reduce the minimum General Fund Reserve level from \$2,000,000 to \$900,000; and
3. Discuss and provide direction to staff regarding potential revenue-generating ballot measures for the upcoming March 7, 2017 municipal election.

OR

4. Adopt a proposed resolution for Continuing Appropriations for Fiscal Year (FY) 2015-16 pending adoption of the FY 2016-17 City

Budget that permits spending on projects that have been approved by the City Council that were not originally budgeted in the FY 2015-16 City Budget.

13. COUNCIL DISCUSSION

A. Mayor Sanchez

- i. Maintenance on Parks

B. Council Member Garcia

- i. Revocation of Attorney Client Privilege regarding Council Member Guerrero's Code of Conduct Investigation Report (Video Presentation with Excerpts from Previous City Council Meetings)

C. Council Member Guerrero

- i. Revocation of Attorney Client Privilege regarding Council Member Garcia's Code of Conduct Investigation Report.

RECESS TO CLOSED SESSION

This is the time at which the City Council will meet in closed session to go over items of business on the closed session agenda. It should be noted that Councilman Guerrero will be participating from the Chamber of Commerce Room at Turner Hall via teleconference.

14. CLOSED SESSION

- A. Closed Session Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel to Discuss Existing Litigation Matter – City of Gardena v. Regional Water Quality Control Board, et al., - Orange County Superior Court Case No. 30-2016-00833722 CU-VM-CJC.

RECONVENE TO OPEN SESSION

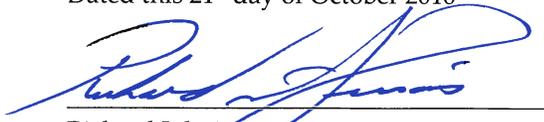
15. CLOSED SESSION ANNOUNCEMENT

16. ADJOURNMENT

Cudahy City Council / Agency will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Monday, November 14, 2016 at 6:30 p.m.

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 72 hours prior to the meeting. A copy of said Agenda is on file in the City Clerk's Office.

Dated this 21st day of October 2016



Richard Iglesias
Deputy City Clerk

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Item Number 10A

STAFF REPORT

Date: October 24, 2016

To: Honorable Mayor/Chair and City Council/Agency Members

From: Jose E. Pulido, City Manager/Executive Director
By: Michael Allen, Community Development Manager
James Eckart, City Prosecutor

Subject: **Second Reading and Adoption of a Proposed Ordinance Amending Title 9 ("Public Peace, Morals and Welfare"), Chapter 9.12 ("Graffiti Prevention and Abatement") of the Cudahy Municipal Code by Specifically Amending Sections 9.12.020 ("Definitions"), 9.12.030 ("Nuisance Declared"), 9.12.040 ("Graffiti Prohibitions"), and 9.12.070 ("Standards For Graffiti Removal"); Deleting Sections 9.12.080 ("Graffiti Removal") And 9.12.140 ("Administrative Fines"), and Adding New Sections 9.12.080 ("Graffiti Removal") and 9.12.140 ("Administrative Fines")**

RECOMMENDATION

The City Council is requested to waive the reading in full and hold a second reading of the attached proposed ordinance amending the City's regulations pertaining to the maintenance and abatement of graffiti as set forth in Chapter 9.12 of the Cudahy Municipal Code.

BACKGROUND

1. On November 19, 2013, the Cudahy City Council adopted and enacted a comprehensive anti-graffiti scheme pursuant to Ordinance No. 632, which, in part, declared the application and maintenance of graffiti to be a public nuisance and further set forth procedures for the abatement thereof.
2. On June 13, 2016, the City Council conducted a discussion regarding the City's graffiti prevention and abatement regulations, as well as methods of improving the current regulations.

3. On July 6, 2016, the City Prosecutor's Office met with the City Manager, Community Development Manager, and representatives of the Los Angeles County Sheriff's Department to discuss improvements to the existing Cudahy Municipal Code Section relating to graffiti abatement.
4. On August 22, 2016, City Council introduced and held a first reading of the proposed ordinance amending Title 9, Chapter 9.12 of the Cudahy Municipal Code.

ANALYSIS

In adopting Ordinance No. 632, the City Council sought to have quick and effective removal of graffiti so that it lead to a reduction in criminal activity while deterring future vandalism/graffiti. Current provisions regulating the administrative abatement of graffiti on private property has been cumbersome and lengthy. Under the current regulations, the City would not be able to abate graffiti until after the issuance of at least two separate written notices and the passage of 11 days (if a responsible party elects not to appeal the City's notices) or potentially 30 days, if appeals are taken to the City Manager, Planning Commission, and the City Council as is allowed under the current regulations. Furthermore, the current regulations require that the City may remove or paint over graffiti at no cost to the property owner if the City receives consent from the property owner to do so, creating a significant potential cost to City for the abatement on private property.

The proposed ordinance seeks to amend provisions of Chapter 9.12 ("Graffiti Prevention and Abatement") by (i) refining the definitions of applicable terminology; (ii) prohibiting the maintenance of "graffiti attracting surfaces" (surfaces that have been defaced with graffiti more than three times within a 12-month period); (iii) refining the procedures for the abatement of graffiti – including reducing the time in which graffiti can be removed by City efforts, while still providing property owners with due process of law; and (iv) providing for the recovery of costs expended by the City in abating graffiti from private property.

In order to maximize the City's efforts, and to remove the incentive for people to place graffiti on structures in the City, it is imperative that graffiti be removed as quickly as possible – even in instances where a property owner is unable or unwilling to do so voluntarily. It is crucial for the City to not only protect the rights of property owners whose property has been vandalized with graffiti, but also to protect everyone else's right to be free from public nuisance conditions which can lead to increased crime and blight. This requires that the City continue to provide due process of law to property owners (i.e., the issuance of notice and an opportunity to appeal the notice), but also that the City be able to cause the removal of

graffiti in a more time-efficient manner – and that the City be able to recover its costs of abating graffiti.

CONCLUSION

Consistent with the City Council and community's desire to increase the effectiveness of the City's graffiti removal efforts, staff recommends adoption of the new proposed ordinance in order to remove graffiti in a more time-efficient and cost effective manner.

FINANCIAL IMPACT

There is no immediate financial impact to the implementation of the proposed ordinance.

ATTACHMENTS

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING TITLE 9 (“PUBLIC PEACE, MORALS AND WELFARE”), CHAPTER 9.12 (“GRAFFITI PREVENTION AND ABATEMENT”) OF THE CUDAHY MUNICIPAL CODE BY SPECIFICALLY AMENDING SECTIONS 9.12.020 (“DEFINITIONS”), 9.12.030 (“NUISANCE DECLARED”), 9.12.040 (“GRAFFITI PROHIBITIONS”), AND 9.12.070 (“STANDARDS FOR GRAFFITI REMOVAL”); DELETING SECTIONS 9.12.080 (“GRAFFITI REMOVAL”) AND 9.12.140 (“ADMINISTRATIVE FINES”), AND ADDING NEW SECTIONS 9.12.080 (“GRAFFITI REMOVAL”) AND 9.12.140 (“ADMINISTRATIVE FINES”)

WHEREAS, Section VII of Article XI of the California Constitution provides that a City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws;

WHEREAS, California Government Code Section 38771 provides that legislative bodies of Cities may declare what constitutes a nuisance;

WHEREAS, California Government Code Section 38772 et seq. further provides that legislative bodies of cities may also provide for the summary abatement of any nuisance at the expense of the persons creating, causing, committing, or maintaining the nuisance, and by ordinance may make the expense of abatement of nuisances a lien against the property on which the nuisance is maintained and a personal obligation against the property owner;

WHEREAS, California Government Code Section 53069.3 authorizes the City, under certain circumstances, to provide for the removal of graffiti and other inscribed materials from private and public property;

WHEREAS, on November 19, 2013, the Cudahy City Council adopted and enacted Ordinance No. 632 declaring the application and maintenance of graffiti to be a public nuisance and proscribing the abatement thereof; and,

WHEREAS, the City Council desires to refine the administrative procedures for the City’s use, upon its election, to cause the abatement of unlawful graffiti from public and private property with City forces (or agents thereof).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Title 9 (“Public Peace, Morals and Welfare”), Chapter 9.12 (“Graffiti Prevention and Abatement”), Section 9.12.020 (“Definitions”) of the Cudahy Municipal Code is hereby amended to include the following:

9.12.020 Definitions.

For the purpose of this Chapter, the following words shall have the meanings respectively ascribed to them in this section:

“*Costs*” means and includes, but is not limited to, court costs, attorneys’ fees, costs of removal of the graffiti or other inscribed material, costs of repair and replacement of defaced property, and the law enforcement costs incurred by the City in identifying and apprehending the person who created, caused, or committed the graffiti or other inscribed material.

“*Enforcement Officer*” means any City official authorized to enforce the provisions of this Chapter, including, but not limited to, the Los Angeles County Sheriff’s Department, Cudahy Departments of Public Works and Community Development, or designees thereof, and , as well as any contract agent authorized by the City to abate graffiti nuisances described in this Chapter.

“*Graffiti*” means any unauthorized inscription, word, figure, painting, mark, ~~or~~ design, or other defacement that is written, marked, etched, scratched, sprayed, drawn, ~~or~~ painted or engraved on or otherwise glued, posted, or affixed to or on any surface of ~~on~~ any real or personal property by or with, but not limited to, any of the following: felt-tip marker, paint stick or graffiti stick or graffiti implement, to the extent that the same was not authorized in advance by the owner or occupant thereof.

“*Graffiti attracting surface*” means any surface of a building, structure, tree, shrub, curb, or vehicle in the City which has been defaced with graffiti or other inscribed material after removal more than three (3) times in any twelve (12) month period.

“*Graffiti implement*” means an aerosol paint container, a felt-tip marker or marking pen, gum label, paint stick or paint pent, glass etching tool, glass cutters, etching tools, or other similar devices that are commonly used or are likely to be used to scar or to leave a visible mark on glass, metal, concrete or wood or any other surface, etching cream or other such solvent, adhesive label, or any

other device capable of being used to leave a visible mark at least one-eighth (1/8th) of an inch in width upon any surface of any material.

“Property Owner” means any person who owns, possesses, occupies, or otherwise has responsibility for the repair or maintenance of real property.

“Responsible person” means: (1) any person, including a minor who has been determined to have placed graffiti on real or personal property of another person in the City; (2) a minor or other person who has confessed to, or admitted to, or pled guilty or no contest to a violation in the City of section 594, 594.3, 640.5, 640.6, or 640.7 of the Penal Code, or a minor convicted by final judgment of a violation in the City of section 594, 594.3, 640.5, 640.6, or 640.7 of the Penal Code, or a minor declared a ward of the Juvenile Court pursuant to section 602 of the Welfare and Institutions Code by reason of the commission of an act prohibited in the City by section 594, 594.3, 640.5, 640.6, or 640.7 of the Penal Code; and/or (3) the parents or guardians having custody and control of a minor who is responsible. *“Responsible person”* shall also include any owner of real property at which there exists graffiti.

“Retrofitting” shall mean and include, without limitation, the restoration, modification or alteration of a building or structure to remove graffiti, to prevent or inhibit the recurrence of graffiti, or to return the building or structure to an acceptable, usable, unblemished, unblighted, or original state or condition.

“Structures” shall mean any structure as defined in the City’s Building Code, and shall also include, but not be limited to, buildings, walls, fences, poles, signs, posts, railings, benches, tables, waste containers, sidewalks, streets, cargo/shipping containers.

“Vehicle” shall mean a device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails. A vehicle shall include, but not be limited to, a trailer.

SECTION 2. Title 9 (“Public Peace, Morals and Welfare”), Chapter 9.12 (“Graffiti Prevention and Abatement”), Section 9.12.030 (“Nuisance Declared”) is hereby amended to read as follows:

9.12.030 Nuisances declared.

The city council declares that graffiti is each of the following constitutes a public nuisance and may be abated pursuant to this Chapter, Chapter 15.20, or as otherwise provided by law:

1. Graffiti or other inscribed material which is visible from any real property (whether privately or publicly owned), public street, sidewalk, alley, or other public right-of-way, or other area open to the public, or from any common area of any multi-tenant real property (whether residential or commercial) on any building, structure, tree, shrub, sidewalk, curb, vehicle, or personal or real property; and/or,
2. Graffiti attracting surface (as defined by section 9.12.020, above).

SECTION 3. Title 9 (“Public Peace, Morals and Welfare”), Chapter 9.12 (“Graffiti Prevention and Abatement”), Section 9.12.040 (“Graffiti Prohibitions”) is hereby amended to add a subsection (3) to read as follows:

- (3) It is unlawful for any person to cause, permit, aid, abet, maintain or suffer any graffiti or other inscribed material which is visible from any real property (whether privately or publicly owned), public street, sidewalk, alley, or other public right-of-way, or other area open to the public, or from any common area of any multi-tenant real property (whether residential or commercial) on any building, structure, tree, shrub, sidewalk, curb, vehicle, or personal or real property owned, possessed, or within the custody or control of such person.

SECTION 4. Title 9 (“Public Peace, Morals and Welfare”), Chapter 9.12 (“Graffiti Prevention and Abatement”), Section 9.12.070 (“Standards for Graffiti Removal”) is hereby amended to read as follows:

9.12.070 Standards for Graffiti ~~Removal~~ Abatement by Owner.

- (1) **Graffiti.** Graffiti shall be completely removed or completely covered in a manner that renders it inconspicuous. When graffiti is painted out, the color used to paint it out shall match the original color of the surface, or the surface shall be completely repainted with a new color that is aesthetically compatible with existing colors and architecture. The removal shall not leave shadows and shall not follow the pattern of the graffiti such that the letters or similar shapes remain apparent on the surface after graffiti markings have been removed. If the area is heavily covered with graffiti, the entire surface shall be repainted.

(2) **Graffiti Attracting Surface.** In addition to the removal of any graffiti (as set forth in subsection 1, above), responsible persons shall abate graffiti attracting surfaces (as defined in Section 9.12.020) by causing any of the following modifications (or combinations thereof) to be made to the surface:

(a). Retrofitting of said surface or structure (with all requisite City approvals, permits, and inspections);

(b). Application and/or use of anti-graffiti materials (as approved by the Director of Community Development or his/her designee) to the surface or structure such as anti-etching films or anti-graffiti paints;

(c). Installation of landscaping (as approved by the Director of Community Development) so as to screen or to provide a barrier to the surface or structure; and,

(d). Installation of additional lighting (as approved by the Director of Community Development).

SECTION 5. Title 9 (“Public Peace, Morals and Welfare”), Chapter 9.12 (“Graffiti Prevention and Abatement”), Section 9.12.080 (“Graffiti Removal”) is hereby deleted in its entirety.

SECTION 6. Title 9 (“Public Peace, Morals and Welfare”), Chapter 9.12 (“Graffiti Prevention and Abatement”), Section 9.12.080 (“Graffiti Removal”) is hereby added to read as follows:

9.12.080 Graffiti Removal.

(1) Abatement of Nuisance. The City Council hereby declares that the maintenance of the graffiti and/or a graffiti attracting surface is subject to abatement pursuant to the provisions of this Chapter. Furthermore, the City Council authorizes the appropriation and use of public funds to remove graffiti or other inscribed material from publicly or privately owned real or personal property located within the City and to repair, restore, replace, or retrofit publicly or privately owned property within the City that has been defaced with graffiti or other inscribed material that cannot be removed cost effectively, or to otherwise abate graffiti attracting surfaces as defined hereinabove.

(a) In instances where a responsible person consents to the abatement of graffiti or graffiti attracting surfaces by City forces, the

Director of Public Works, or his designee, is authorized to immediately abate the nuisance.

(2) Notice to Abate. In lieu of the procedures outlined in Chapter 15.20 (“Property Maintenance – Abatement of Nuisances”), whenever any Enforcement Officer determines the existence of a nuisance involving graffiti or a graffiti attracting surface as defined by and declared in section 9.12.030 of this Chapter and determines that City employees, representatives, or contact agents may need to abate said nuisance, the Enforcement Officer shall issue a “Notice to Abate Graffiti Nuisance” (hereinafter, “Notice to Abate Graffiti”) to the owner and the entity in possession of or in control of the property on which the nuisance exists, or to any other responsible person, requiring the abatement of the nuisance within forty-eight (48) hours of the date of service of the Notice to Abate Graffiti, or within some other reasonable time in connection with a “graffiti attracting surface”.

(a) Contents of Notice to Abate Graffiti. A Notice to Abate Graffiti issued pursuant to this Chapter shall contain the following provisions:

1. The address of the real property on which the nuisance condition exists;
2. A brief description of the nuisance condition(s);
3. A reference to the law prohibiting or pertaining to the nuisance condition;
4. A brief description of the required corrective actions;
5. A time period and/or schedule in which to complete the nuisance abatement actions (with all required City approvals, permits, and inspections, when applicable) [hereinafter, “compliance period”];
6. The period and manner in which a responsible person may contest the Notice to Abate Graffiti pursuant to this Chapter;
7. A statement that if the violations are not abated within the time specified or a timely appeal is not made, such nuisance may be abated by City Agents, in the manner provided in the Notice. On such occasions, all costs of the abatement shall be assessed

against the responsible person(s) and/or the subject property, as a lien or as a special assessment or in any other manner provided by law.

(b) Service of Notice to Abate Graffiti.

1. Notice to Abate Graffiti shall be served upon the responsible persons by either personal delivery or by certified first class mail. The time and date on which a Notice to Abate Graffiti is personally served or is placed in a U.S. Postal Service mail receptacle shall constitute the date of service. Failure of any responsible person to receive a Notice to Abate Graffiti shall not invalidate any action or proceeding pursuant to this Chapter.

2. The Enforcement Officer issuing the Notice to Abate Graffiti to an owner of real property may rely on the owner's mailing address according to the last equalized assessment roll of the Los Angeles County Recorder's Office and/or as listed on any application for a City business license, permit, or other entitlement in determining a service address for the Notice to Abate Graffiti.

(3) Method of Abatement. Where graffiti is being abated by the repainting of the surface on which the graffiti exists, the responsible person shall adhere to the requirements of 9.12.070. As it relates to a graffiti attracting surface, a Notice to Abate Graffiti may require, but shall not be limited to, any of the following modifications (or combinations thereof) to said building, structure, tree, shrub, sidewalk, curb, or vehicle (or the property on which said building, structure, tree, shrub, sidewalk, curb, or vehicle exists) as methods of abatement (the costs of which are to be borne by the responsible person):

(a) Retrofitting of said surface or structure (at a cost not to exceed 10% of the assessed value of the property on which the nuisance exists, as indicated on the last equalized assessment roll of the Los Angeles County Recorder's Office);

(b) Application and/or use of anti-graffiti materials (as approved by the Director of Community Development or his/her designee) to the surface or structure such as anti-etching films or anti-graffiti paints;

(c) Installation of landscaping (as approved by the Director of Community Development) so as to screen or to provide a barrier to the surface or structure; and,

(d) Installation of additional lighting (as approved by the Director of Community Development).

(4) Appeal of Notice to Abate Graffiti.

(a) Right of Appeal From a Notice to Abate Graffiti.

1. Notwithstanding the provisions of Chapter 9.48 of this Title, a responsible person receiving a Notice to Abate Graffiti pursuant to the provisions of this Chapter, may contest the Notice by filing a written request for an appeal and paying any applicable fees (as established by Council resolution), with the City Clerk within two (2) business days of the date of service of the Notice to Abate Graffiti. A written request for an appeal shall contain the following information:

a) Name, address, and telephone number of each responsible person who is appealing the Notice to Abate Graffiti (hereinafter, "appellant"), as well as a description of each appellant's relationship/interest in the real property upon which the City intends to enter and abate a graffiti nuisance;

b) Address and description of real property upon which the City intends to enter and abate a graffiti nuisance;

c) Date of Notice to Abate Graffiti being appealed;

d) Specific action being appealed;

e) Grounds for appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy; and,

f) The signature of at least one appellant.

2. Failure of the City Clerk to receive a timely request for an appeal (including payment of applicable fees) constitutes a waiver of the right to contest a Notice to Abate Graffiti. In this event, the Notice to Abate Graffiti is final and binding.

3. The provisions of this section only apply to instances where the City has elected to establish the right, but not the obligation, to abate graffiti with City agents. In no event does this Chapter limit the right of City officials to issue alternative written or oral notices of code violations to responsible persons, or to cause the

abatement of graffiti nuisances in a different manner, including, without limitation, by court orders arising from the City's exercise of its criminal or civil remedies.

(b) Appeal Hearing Before City Manager (or Designee).

1. As soon as practicable after receiving the request for an appeal (and in no event more than 30 days from the filing date of the request), the City Manager or designee shall schedule and conduct the appeal hearing. The City Manager or designee shall provide each appellant with notice of the date, time, and location of the appeal hearing at least three (3) calendar days prior to its occurrence. Service of the notice of hearing shall be made by first class mail, postage prepaid, to each appellant at the address(es) provided on the request for an appeal. The failure of any appellant to receive a properly addressed notice of hearing shall not invalidate any action or proceeding by the City pursuant to this Chapter.

2. Appeal hearings are informal, and formal rules of evidence and discovery do not apply. The City bears the burden of proof to establish a graffiti nuisance by a preponderance of the evidence. The Notice to Abate Graffiti and any additional reports/photographs submitted by the Enforcement Officer shall constitute prima facie evidence of the facts contained in those documents and such Enforcement Officer is not required to participate in the appeal hearing. The appellant and City officials, as well as any other responsible person, shall have the right to present testimony, witnesses, and evidence at the hearing pertaining to the alleged nuisance or other ground of appeal, as well as to cross-examine any witnesses testifying at the hearing. The appellant and the Enforcement Officer may represent himself/herself/themselves or be represented by anyone of his/her/their choice. The appellant, or other interested persons, may bring an interpreter to the hearing at his/her/their sole expense. The City may, at its discretion, record the hearing by stenographer or court reporter, audio recording, or video recording.

3. The failure of any appellant to appear at the hearing shall constitute a rescission of the request for an appeal hearing, and the appellant will be deemed to have waived his rights to a hearing. In this event, the Notice to Abate Graffiti shall be deemed final and binding.

4. The City Manager or designee may continue the hearing on his/her own motion.

(c) Notice of Decision; Order to Abate

1. Within a reasonable time, not to exceed ten (10) calendar days following the conclusion of the appeal hearing, the City Manager or designee shall make any one or more of the following determinations in a written decision (hereinafter, "Order to Abate"):

a) A finding and description of each graffiti nuisance at the subject property, or the non-existence thereof. In the event of a finding of non-existence of all nuisance conditions contained in the Notice to Abate Graffiti, the City Manager or designee shall cancel the Notice to Abate Graffiti.

b) The name of each person responsible for a graffiti nuisance at the subject property, as well as the name of any appellant who lacks responsibility therefor;

c) The required corrective action and completion date for each unabated graffiti nuisance;

d) Any other finding, determination, or requirement that is relevant or related to the subject matter on appeal.

2. The decision of the City Manager or designee is final and binding. The Order to Abate shall also contain the following statement: "This Order to Abate is a final administrative decision of the City, and judicial review of this decision is subject to the time limits set forth in California Code of Civil Procedure sections 1094.6 et seq."

3. A copy of the Order to Abate shall be served on all appellants by first class mail to the address(es) stated on the request for appeal form. In the event that a responsible person was originally served with a Notice to Abate Graffiti but was not an appellant, such responsible person shall also be served a copy of the Order to Abate by first class mail to the address(es) at which the Notice to Abate Graffiti was served. Failure of an appellant or other responsible person to receive a properly addressed and mailed Order to Abate shall not invalidate any action or proceeding pursuant to this Chapter.

(5) Scope of Abatement. Whenever the City authorizes the use of public funds for the removal of graffiti, the painting or repairing of surfaces containing graffiti, or for the abatement of graffiti attracting surfaces, the City shall not authorize or undertake to provide for the painting or repairing of any more extensive area than that where the graffiti or graffiti attracting surface is located, unless the City Manager, or his designee, determines in writing that a more extensive area is required to be repainted or repaired in order to avoid aesthetic disfigurement to the

neighborhood or community, or unless a responsible person agrees in writing to pay for the costs of repainting or repairing the more extensive area.

(6) Costs of Abatement. The costs of abatement performed by City forces, or agents thereof, shall constitute a personal obligation against the responsible persons (as defined in this Chapter) and may be assessed in any, or all, of the following manners:

(a) Special assessment or nuisance abatement lien in accordance with the provisions of Chapter 9.48 of this Title;

(b) Graffiti abatement lien against any property owned by a minor or other person (or the parent or guardian of any minor) creating, causing, or committing a graffiti nuisance, as authorized by section 38773.2 of the California Government Code (or any successor statute thereto);

(c) Special assessment against any property owned by a minor or other person (or the parent or guardian of any minor) creating, causing, or committing a graffiti nuisance, as authorized by section 38773.6 of the California Government Code (or any successor statute thereto);

(d) Any other manner provided in the City's Graffiti Abatement Protocols/Policy (in instances where a responsible person consents to the removal of the nuisance by City forces);

(e) Pursuant to an order of restitution by a court of competent jurisdiction in accordance with California Penal Code section 1202.4, California Government Code section 38772, or any other applicable State or Federal law; and,

(f) Any other manner provided or authorized by law.

SECTION 7. Title 9 ("Public Peace, Morals and Welfare"), Chapter 9.12 ("Graffiti Prevention and Abatement"), Section 9.12.140 ("Administrative Fines") is hereby deleted in its entirety.

SECTION 8. Title 9 ("Public Peace, Morals and Welfare"), Chapter 9.12 ("Graffiti Prevention and Abatement"), Section 9.12.140 ("Administrative Fines") is hereby added to read as follows:

9.12.140 Administrative Fine

In addition to any other penalty provided under this Code and/or other applicable law, any violation of this Chapter shall be subject to an administrative fine imposed in accordance with the provisions of Chapter 1.40 of this Code.

SECTION 9. It is the City Council's desire and intent that this ordinance shall not affect or excuse any violation of Chapter 9.12 of the Cudahy Municipal Code that occurred prior to the effective date of this ordinance; nor shall this ordinance impede, impact, or negate any administrative, civil, or criminal enforcement of said chapter that commenced prior to the enforcement date of this ordinance.

SECTION 10. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 11. This Ordinance shall take effect and be in force on the thirty-first (31st) day after its adoption.

SECTION 12: The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 24th day of October, 2016.

Baru Sanchez
Mayor

ATTEST:

Richard Iglesias
Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF CUDAHY) SS:

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance No. ____ was introduced for a first reading on the 22nd day of August, 2016 and approved for a second reading and adopted by said Council at its regular meeting held on the 24th day of October, 2016 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Richard Iglesias
Deputy City Clerk



Item Number 10B

STAFF REPORT

Date: October 24, 2016
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Michael Allen, Community Development Director
Subject: **Second Reading and Adoption of a Proposed Ordinance Adding Chapter 1.40 ("Administrative Fines and Citations") To Title 1 ("General Provisions") of the Cudahy Municipal Code (CMC), and Approval of a Proposed Resolution Adopting the Fine Schedule for Violations of the CMC**

RECOMMENDATION

The City Council is requested to:

1. Waive the reading in full and approve the proposed ordinance amending Title 1 ("General Provisions") of the Cudahy Municipal Code (CMC) by adding Chapter 1.40 ("Administrative Fines and Citations") authorizing the imposition of administrative fines for violations of the Cudahy Municipal Code; and
2. Approve the proposed resolution establishing fines for violations of the Cudahy Municipal Code.

BACKGROUND

1. On November 25, 2014, the City Council adopted Ordinance 641 (enacted as Chapter 8.52 of the CMC) that, amongst other regulations, established a process for imposing administrative fines for violations of the Cudahy Municipal Code related to the unlawful possession, use, storage, sale, and/or display of fireworks within the City.
2. On July 6, 2016, the City Prosecutor's Office met with the City Manager, Community Development Manager, and representatives of the Los Angeles County Sheriff's

Department to discuss improvements to the existing CMC Section relating to administrative fines and Ordinance 641.

3. On August 22, 2016, City Council introduced and held a first reading of the proposed ordinance adding Chapter 1.40 to Title 1 of the Cudahy Municipal Code.

ANALYSIS

Currently, when a violation of a City's municipal code occurs, the City typically tries to seek voluntary compliance from the public with applicable laws before resorting to other enforcement remedies in an effort to seek compliance. When voluntary efforts fail, the City may resort to administrative and/or civil enforcement remedies – as appropriate for the specific violation that is occurring. Administrative remedies may include the modification, suspension, and/or revocation of City-issued approvals and permits (e.g., revocation of a conditional use permit), while civil remedies include, but are not limited to, injunctive actions seeking court orders for the termination of unlawful activities and/or conditions.

Another option is the use of criminal remedies. Pursuant to the CMC (and corresponding State law authorization), a violation of any provision of the City's municipal code constitutes either an infraction or a misdemeanor. Individuals charged with either an infraction or a misdemeanor offense are required to appear in court – typically before a judge or commissioner in order to either contest the violation or to otherwise plead guilty/no contest and receive the corresponding sanction. While infractions are punishable only by a fine (ranging between \$100-\$500 plus applicable State-mandated penalty assessments), misdemeanor offenses are punishable by fines up to \$1,000 (plus applicable penalty assessments) and/or up to six months in jail.

The proposed ordinance seeks to provide the City with another remedy for violations of the Cudahy Municipal Code (and other Codes adopted therein) – one designed to obtain compliance through administrative means without the need to expend additional City resources seeking the assistance of the Los Angeles Superior Court. Specifically, pursuant to the California Government Code, the proposed ordinance would grant the City the authority to impose an *administrative fine* for violations of the City's municipal code. The imposition of such fines would serve as punishment for the violation, incentive to correct the violation, and a deterrent against future violations.

The proposed ordinance provides procedures for the imposition of administrative fines through the use of administrative citations. In accordance with State law, the proposed ordinance requires the issuance of a warning and an opportunity to abate any violation

pertaining to building, plumbing, electrical, or other similar structural or zoning issues that **do not** create an immediate danger prior to the issuance of an administrative citation. Violations of all other provisions of the Code, as well those pertaining to building and structural violations that create an immediate danger **do not** require the issuance of a warning before the issuance of an administrative citation - however, a Departmental policy would likely be established to provide at least one warning/notice of violation prior to the issuance of an administrative citation in all cases where there is no immediate danger.

In order to protect the due process rights of the citation recipient, the proposed ordinance sets forth the procedures for appealing the administrative fine/citation – as well as the procedures for conducting the appeal hearings. The procedures outlined in the ordinance provide that a person seeking to appeal the fine/citation must file a written request with the City Clerk and must tender an advance deposit of the administrative fine. The ordinance also provides a procedure for persons who are financially unable to tender the advance deposit of the fine to seek a waiver of the advance deposit.

In an effort to ensure the use of a uniform procedure for the imposition and appealing of administrative fines issued for any violation of the CMC, this ordinance also deletes provisions of Chapter 8.52 ("Fireworks") related to administrative citations/fines applicable solely to fireworks violations.

The use of administrative citations/fines is a growing trend throughout the State by municipalities (and, in some instances, by State and County agencies) in their efforts to successfully cause the cessation of hazardous, substandard, and unpermitted activities and conditions. In instances where City officials are unable to obtain voluntary compliance from a responsible party, the imposition of a fine (without the other consequences of a criminal conviction) may prove sufficient incentive to cause the abatement of existing violations. Furthermore, the use of administrative citations/fines (rather than pursuing criminal prosecution) will preserve the City's resources while still serving as an incentive for responsible persons to abate violations and to deter future violations.

The adoption of this proposed ordinance would not prohibit City Officials from proceeding with criminal prosecution where the use of administrative citations/fines are unsuccessful or where criminal prosecution in lieu of the administrative fines is otherwise appropriate.

Staff will also be presenting to the City Council a proposed Resolution setting the administrative fines (along with applicable late charge and interest rate) at a future City Council meeting. The Resolution would propose to set the default fine for misdemeanor violations at \$100, \$200, and \$500 (for 1st, 2nd, and 3rd or greater offenses in a 12 month

period), but will also include a matrix for violations for which the City would like to deviate (by either increasing or decreasing) from the default fine schedule. A copy of the proposed Resolution is included in Attachment B – however, this is not set for formal consideration by the Council at this meeting.

CONCLUSION

In its efforts to seek compliance with applicable laws, it is imperative to provide the City's enforcement officers with sufficient tools to be able to handle any situation. Under the current scheme, if compliance is not achieved through the issuance of notices or other voluntary efforts, enforcement officers are often left with either continuing unsuccessful efforts or seeking the filing of criminal charges against responsible parties by the City Prosecutor. Staff recommends the adoption of the proposed ordinance, authorizing the issuance of administrative citation (and the imposition of administrative fines) not only provides an additional enforcement remedy to the City, but it is a remedy that seeks to preserve City resources by utilizing a "less severe" enforcement tool than criminal prosecution.

FINANCIAL IMPACT

The primary impact will be a cost savings because cases previously referred to the City Prosecutor will now be handled by staff, and fines that would have previously been paid to the Superior Court (with a small percentage being paid to the City) will now be completely paid to the City. There will be an initial cost for the printing of citation books, as well as for the set-up for the collection of fines either in-house or through an independent company (the same or similar to that which collects parking fines).

ATTACHMENTS

- A. Proposed Ordinance
- B. Proposed Fine Resolution

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADDING CHAPTER 1.40 (“ADMINISTRATIVE FINES AND CITATIONS”) TO TITLE 1 (“GENERAL PROVISIONS”) OF THE CUDAHY MUNICIPAL CODE AND DELETING PROVISIONS OF CHAPTER 8.52 (“FIREWORKS”) RELATING TO THE IMPOSITION OF ADMINISTRATIVE FINES FOR VIOLATIONS OF THE CUDAHY MUNICIPAL CODE

WHEREAS, violations of the Cudahy Municipal Code currently constitute misdemeanor offenses, infraction offenses, and/or public nuisances;

WHEREAS, California Government Code Section 53069.4 authorizes local jurisdictions to enact legislation making violations of the City’s laws subject to an administrative fine or penalty; and,

WHEREAS, on November 25, 2014, the City Council of the City of Cudahy adopted Ordinance 641 (enacted as Chapter 8.52 of the Cudahy Municipal Code) that, amongst other regulations, establishes a process for imposing administrative fines for violations of certain provisions of the Cudahy Municipal Code relating solely to the unlawful possession, use, storage, sale, and/or display of fireworks within the City;

WHEREAS, the City Council finds that there is a need to expand the use of administrative fines to other violations of the Cudahy Municipal Code in order to strengthen its ability to seek the abatement of violations and to deter future violations – as well as to preserve the resources of the City and the Court;

WHEREAS, the State legislature has enacted other statutes (e.g., Civil Code Section 2929.3) that authorize municipalities to enforce State laws through the imposition of an administrative or civil fine/penalty;

WHEREAS, the City Council desires to have one uniform procedure for the imposition, payment, and collection of administrative fines, as well as for the issuance and appealing of administrative citations, in connection with all violations of the municipal code.

THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: A new Chapter 1.40 (“Administrative Fines and Citations”) is hereby added to Title 1 (“General Provisions”) of the Cudahy Municipal Code to read as follows:

CHAPTER 1.40 ADMINISTRATIVE FINES AND CITATIONS

1.40.010 Findings and Purpose.

The City Council of the City of Cudahy finds and declares as follows:

A. Enforcement of the Cudahy Municipal Code and adopted ordinances throughout the City is an important public service in order to protect the health, safety, and welfare of the public. Although it is always the goal of the City to obtain voluntary compliance with its laws, the City Council recognizes that there will be instances where compliance must be compelled by administrative or judicial means when persons responsible for violations of the Code fail or refuse to voluntarily comply with applicable laws.

B. Government Code Section 53069.4 authorizes local jurisdictions to enact legislation making a violation of any local ordinance subject to an administrative fine or penalty. The State Legislature has also enacted other provisions of California law that allow local governments to impose administrative or civil fines/penalties for violations of specified provisions of State law. The City Council intends, pursuant to this statute, to establish an administrative citation program that:

1. Imposes a non-judicial administrative fine and/or penalty for offenses of the Cudahy Municipal Code (including, but not limited to, any other code adopted therein) and other State laws as authorized by State Statute;

2. Encourages prompt abatement or correction of prohibited conditions, uses or activities in the City; and,

3. Creates deterrence against future violations of the City's laws.

C. The administrative citation remedy is not intended to replace any other remedy allowed by the Cudahy Municipal Code or State law. It is intended to provide an alternative and/or additional means by which the City's laws may be enforced.

1.40.020 Applicability and Scope

A. Use of this Chapter shall be at the sole discretion of the City and is one remedy that the City has to address violations of the Cudahy Municipal Code or other applicable provisions of State law. By adopting this Chapter, the City does not intend to limit its discretion or ability to utilize any administrative, civil, criminal, or other remedy available at law or equity, or any combination thereof, to address violations of the City's laws.

B. This Chapter makes a violation of any provision, restriction, or requirement of this Code or any Code adopted by reference herein, any ordinance of the City, any rule or regulation promulgated pursuant thereto, or any condition of any permit, license, or other entitlement issued pursuant to this Code subject to an administrative fine.

C. This Chapter establishes the administrative procedures for the imposition, enforcement, collection, and administrative review of administrative fines and/or penalties pursuant to Government Code Section 53069.4.

D. An administrative fine in an amount adopted by resolution of the City Council shall be imposed by means of an administrative citation issued by an Enforcement Officer, and shall be paid directly to the City of Cudahy (or agent thereof). Payment of a fine shall not excuse a failure to correct a violation, nor shall it bar concurrent or further enforcement actions by the City.

E. The City Manager, or a designee thereof, may dismiss a citation at any time if a determination is made that it was issued in error, in which event any deposit of a fine shall be refunded. Notice of such action shall be given to the Citee in writing.

F. The City Manager, or a designee thereof, is authorized to promulgate procedural rules and regulations governing the provisions in this Chapter.

1.40.030 Definitions

As used in this Chapter, the following words are defined as follows:

A. "Administrative fine" and/or "administrative penalty" shall mean the monetary sanction established by resolution of the City Council that is imposed upon a Responsible Person by means of a Citation.

B. "Citation" shall mean an administrative citation that is issued to a Responsible Person pursuant to this Chapter.

C. "Citee" shall mean a Responsible Person to whom a citation is issued.

D. "City" shall mean the City of Cudahy, California.

E. "City Manager" shall mean the chief administrative official of the City as appointed by the City Council.

F. "Code" shall include: (i) the entire Cudahy Municipal Code and any other Code, rule, or regulation incorporated therein by adoption or reference, (ii) any uncodified ordinance adopted by the City Council of Cudahy, (iii) any rule or regulation promulgated pursuant to the provisions of the Cudahy Municipal Code, (iv) any condition of any permit, license, or other entitlement issued pursuant to this Code, and (v) other State laws as authorized by State statute.

G. "Enforcement officer" and "Officer" shall mean any City employee, peace officer, or other law enforcement official with obligations to enforce the Cudahy Municipal Code.

H. "Hearing officer" shall include a private entity, organization, association or person, or a public official, or duly constituted reviewing authority or commission that the City Manager designates or appoints to consider all timely requests for an administrative hearing upon issuance of a citation.

I. "Owner" shall mean and include any person having legal title to, or who leases, rents, occupies or has charge, control or possession of, or responsibility for, any real property in the City, including all persons shown as owners on the last equalized assessment roll of the Los Angeles County Assessor's Office. Owners include persons with powers of attorney, executors of estates, trustees, or who are court-appointed administrators, conservators, guardians or receivers. An owner of personal property shall be any person who has legal title, charge, control, responsibility for, or possession of such personal property.

J. "Person" shall mean and includes any individual, partnership of any kind, a corporation of any kind, limited liability company, association, joint venture or other organization or entity, however formed, as well as fiduciaries, trustees, heirs, executors, administrators, or assigns, or any combination of such persons. "Person" also includes any public entity or agency that acts as an owner in the City.

K. "Property" or "Premises" shall mean any real property, or improvements thereon, or portions thereof, as the case may be. "Property" includes any parkway or unimproved public easement abutting such real property. "Property" shall also include all forms of personal property or animals, where applicable.

L. "Responsible Person" shall mean any person, whether as an owner or an agent, manager, or representative of an owner, or otherwise, that allows, causes, creates, maintains, suffers, or permits a violation of the Code to exist or continue, by any act or the omission of any act or duty.

M. "Violation" shall mean an act or omission of any act, or use or condition that constitutes an offense of the Code, as well as a breach or violation of any condition of a permit, approval, license, or other entitlement issued pursuant to the Code.

1.40.040 Issuance of Administrative Citation; Contents Thereof

A. Whenever an Officer determines that a violation of the Code has occurred, the Officer may issue a Citation on a City-approved form imposing an

administrative fine or fines to the Responsible Person(s) in accordance with the provisions of this Chapter.

B. When the violation pertains to building, plumbing, electrical or other similar structural or zoning issues that creates an immediate danger to health or safety, a citation may be issued forthwith. In the absence of an immediate danger, a citation for a violation pertaining to building, plumbing, electrical, or other similar structural or zoning issues shall not be issued pursuant to this Chapter unless the Responsible Person has first been provided with a reasonable period, as determined by the Officer, in which to complete the abatement or compliance actions.

C. An Officer may issue a Citation for a violation not committed in the Officer's presence if the Officer has determined, through investigation, that the Citee did commit, or is otherwise responsible for, the violation.

D. Each day, or any portion thereof, that a prohibited condition, use or activity under the Code is committed, continued or permitted, shall constitute a separate violation for which an administrative fine may be imposed. A single Citation may charge multiple violations of the Code, however, each violation is subject to a separate and distinct administrative fine.

E. Each Citation shall contain, at a minimum, the following information:

1. Name and mailing address of the Responsible Person.
2. The issuance date of the Citation.
3. The address or description of the location of the violation.
4. The date and approximate time of the commission of the violation(s), or detection thereof by an Officer.
5. The relevant provision(s) or section(s) of the Code alleged to have been violated;
6. A description of the violation(s);
7. Amount of the fine for each violation, the procedure and place to pay the fine(s) and/or re-inspection fees, and any late payment charge and/or interest charge(s), if not timely paid;
8. When appropriate, the action(s) required to correct the violation(s), and, if applicable, any deadlines or time limitations for commencing and completing such action(s);
9. A description of the administrative citation review process and the manner by which a hearing on a Citation may be obtained (including the

form to be used, where it may be procured from, and the period in which a request must be made in order to be timely);

10. The name and signature of the Officer, and the signature of the Citee, if he or she is physically present and willing to sign the Citation at the time of its issuance. The refusal of a Citee to sign a citation shall not affect its validity or any related subsequent proceeding, nor shall signing a Citation constitute an admission that a person has committed a violation of the Code;

11. A statement that the failure to timely tender the fine(s) and other fees, costs, and/or charges imposed pursuant to this Chapter may result in the recordation of a lien and/or the delay in issuance or renewal of any City license and/or permit;

12. A statement that the failure to correct any violation as referenced in the Citation could result in the recordation of a Declaration of Substandard Property with the Los Angeles County Recorder's Office; and,

13. Any other information deemed necessary by the City Manager.

1.40.050 Service of Administrative Citation and Notices

A. A Citation may be served either by personal delivery to the Citee or by first class mail through the United States Postal Service.

B. If served by personal delivery, the date of personal delivery of the Citation to the Citee shall constitute its issuance date and the date that service shall be deemed complete.

B. If served by first class mail, the Citation shall be sealed in an envelope with postage prepaid and addressed to the Citee at his or her last-known business, residence, or mailing address as same appears in public records of the City, the Los Angeles County Tax Assessor's Office, the Los Angeles County Recorder's Office, the California Department of Motor Vehicles, and/or the Secretary of State. In such instances, the date a Citation is deposited with the United States Postal Service shall constitute its issuance date, and the date that service shall be deemed complete.

C. If a Citation is personally sub-served upon an authorized agent, manager or representative of the Citee, a copy thereof shall also be served upon the Citee by first class mail at his or her last-known business, residence, or mailing address as same appears in public records of the City, the Los Angeles County Tax Assessor's Office, the Los Angeles County Recorder's Office, the California Department of Motor Vehicles, and/or the Secretary of State. In such instances, the date a copy of the Citation is deposited with the United States Postal Service shall constitute its issuance date, and the date that service shall

be deemed complete

D. If service cannot be accomplished personally or by mail for Citations involving a real property-related violation of the Code, the officer shall post the Citation at a prominent location on the real property where the violation is alleged to have occurred. In such instances, the date of posting shall constitute the issuance date of the Citation, and the date that service shall be deemed complete.

E. Any notice or order given pursuant to any provision of this Chapter shall be served in the manner provided for in this section, unless otherwise stated.

F. Failure of a Citee to receive a Citation or notice given in the manner stated in this Section shall not invalidate any fine, late charge, action or proceeding that is imposed or brought pursuant to this Chapter.

1.40.060 Imposition of Administrative Fines, Late Charge, Interest Charges, and Re-Inspection Fees

A. **Fine.** The amounts of the fines imposed pursuant to this Chapter shall be set forth in a schedule of fines established by resolution of the City Council. The City Council may, by resolution, also impose escalating fines in amounts it deems appropriate for repeat offenses of the same ordinance. The amounts of fines may be modified from time to time by a resolution of the City Council.

1. If a violation is otherwise classified as an infraction under the Code, the administrative fine shall not exceed \$100.00 for a first offense, \$200.00 for a second offense of the same ordinance within a twelve month period of time, and \$500.00 for a third or greater offense of the same ordinance within a twelve month period of time, as set forth in subdivision (b) of Section 25132 and subdivision (b) of Section 36900 of the California Government Code. The amounts of such fines may be modified from time to time by a resolution of the City Council provided they do not exceed the limits allowed by State law.

B. **Re-Inspection Fee.** In addition to any fine imposed pursuant to this Chapter, a re-inspection fee shall be assessed against any Responsible Person in an amount established by resolution of the City Council if the Responsible Person does not timely and completely correct or abate a violation (with all requisite approvals, permits, licenses, and/or inspections) after having received notification from the City to correct or abate same.

C. **Late Payment Charge.** Failure to pay an administrative fine within the period specified on the citation shall result in the assessment of a late

charge. The late charge shall be equal to one hundred percent (100%) of the total fine owed (excluding any re-inspection fee).

D. **Interest.** Failure to pay an administrative fine within sixty (60) days of the issuance of a Citation or, if contested, within sixty (60) days of an order to pay pursuant to a decision by a hearing officer or judicial officer confirming the fine, shall result in the imposition of an interest charge at a rate established by resolution of the City Council. Interest shall not accrue on a late charge or re-inspection fee. The rate of interest may be modified from time to time by resolution of the City Council.

1.40.070 Payment and Collection of Fines, Fees and Other Charges

A. **Payment.** All administrative fines and re-inspection fees imposed by means of a Citation shall be due from the Citee and shall be received by the City (or agent thereof) within twenty (20) calendar days from the date the Citation was served. Thereafter, a late charge shall be due and owing, as well as interest, as imposed by this Chapter.

1. Administrative fines, re-inspection fees, late charges, and any interest due shall be paid to the City at such location or address as stated in the citation, or as may otherwise be designated by the City Manager.

2. Payment of an administrative fine shall not excuse or discharge a Citee from the duty to immediately abate a violation of the Code, nor from any other responsibility or legal consequences for a continuation or repeated occurrence(s) of a violation of the Code.

3. Abatement of a violation shall not excuse the obligation of a Citee to pay an administrative fine or any other charges, fees, or costs imposed as a result of the issuance of a Citation.

B. **Collection.** Unpaid administrative fines and other charges, fees, or costs imposed in accordance with this Chapter shall constitute a debt that may be collected in any manner allowed by law, including, but not limited to: (i) the filing of a civil action in the Los Angeles Superior Court; and/or, (ii) the recordation of a lien with the Los Angeles County Recorder's Office against Citee-owned property that was the subject of the Citation; and/or, (iii) by means of a special assessment against Citee-owned property that was the subject of the Citation; and/or, (iv) by means of collecting the debt using the California Franchise Tax Board "Inter-Agency Offset Program" (pursuant to Section 12419.10 of the California Government Code); and/or, (v) by denying the issuance or renewal of any City approval, license, permit, or other entitlement to

any Citee who has failed to tender all unpaid administrative fines, late payment charges, interest charges, or re-inspection fees. The City shall also be entitled to recover its attorneys' fees and costs arising from an action to collect an administrative fine and other charges, fees, or costs imposed in accordance with this Chapter, if it is the prevailing party and provided it made the election to seek attorney fees at the commencement of the action. A Citee shall be entitled to recover his or her attorney fees if the City made the election to seek attorney fees at the outset of the action and the Citee prevails thereon.

1. The City Manager, or a designee thereof, may promulgate policies and procedures for the City's election to use one or more of the foregoing collection remedies. Unless otherwise set forth in a policy promulgated by the City Manager, the recordation of a lien or special assessment for unpaid administrative fines, late charges, interest charges, or re-inspection fees shall substantially comply with the procedures set forth in Chapter 8.16 ("Abatement of Nuisances") and/or Chapter 15.20 ("Property Maintenance – Abatement of Nuisances") of this Code for the recordation of liens and special assessments for abatement costs.

1.40.080 Right to an Administrative Hearing; Waiver of Advance Deposit of Fine

A. **Appeal.** Any Citee may contest the violation(s), or that he or she is a Responsible Person, by filing a request for an administrative hearing in the manner set forth on the citation within ten (10) calendar days from the issuance date of the Citation. If the request for a hearing is not timely received in the manner set forth on the Citation, the Citee shall have waived the right to a hearing and the citation shall be deemed final.

1. A request for a hearing shall contain the following:
 - a. The citation number.
 - b. The name, address, telephone and any facsimile numbers or e-mail addresses of each person contesting the citation.
 - c. A statement of the reason(s) why a citation is being contested.
 - d. The date and signature of the Citee(s).
2. No filing fee shall be charged for the filing of a request for an administrative hearing.
3. A timely request for a hearing shall not excuse a Citee from the duty to immediately abate a violation of the Code, nor from any other

responsibility or legal consequences for a continuation or repeated occurrence(s) of a violation of the Code.

B. **Advanced Deposit of Fine.** Requests for a hearing shall be accompanied by an advance deposit of the entire amount of the fine (and any accompanying re-inspection fee) stated in the Citation. Failure to deposit a fine (and accompanying re-inspection fee) within the required period, or the tender of a non-negotiable check, shall render a request for an administrative hearing incomplete and untimely, in which case the Citee shall have waived the right to a hearing and the Citation shall be deemed final. Fines that are deposited with the City shall not accrue interest. Fines deposited shall be returned to the person tendering the fines in the event a Citation is overturned.

1. **Hardship Waiver of Advance Deposit of Fine.** A Citee who is financially unable to deposit the administrative fine with his or her request for a hearing may complete a City-approved application form for an advance deposit hardship waiver (hereinafter, "Hardship Waiver"). This form and all required accompanying records shall be tendered, along with a request for a hearing, to the Office of the City Clerk – Cudahy City Hall, 5220 Santa Ana Street, Cudahy, California 90201 - within twenty (20) calendar days from the issuance date of the Citation.

a. To be considered for a Hardship Waiver, the application form must be complete, signed, and must be accompanied by documents that enable the City to reasonably determine the Citee's present inability to deposit the fine. Documents suitable for consideration, may include, without limitation, accurate, complete and legible copies of state and federal income tax returns and all schedules for the preceding tax year; financial statements, loan applications, bank account records, income and expense records for twelve months preceding submittal of the waiver form, as well as other documentation demonstrating the Citee's financial hardship. The City may, at its sole discretion, request additional documents in order to determine a Citee's financial ability to tender an advance deposit of the fine. Failure to submit sufficient evidence of a Citee's financial inability to tender an advance deposit of the fine shall result in a denial of the Hardship Waiver. The City may, at a time chosen in its sole discretion and after a Citation is final or confirmed, destroy or discard the documents submitted by a Citee for a Hardship Waiver without prior notice to the Citee.

b. Failure to submit a completed, signed Hardship Waiver form, along with sufficient records that support a claim of financial hardship, shall render any request for an administrative hearing incomplete and untimely, unless an advanced deposit of the fine was timely tendered in accordance with Section 1.40.080.B of this Code. In this event, the Citee shall have waived the right to a hearing and the Citation shall be deemed final.

c. The City shall issue a written decision regarding the application for a Hardship Waiver. If the Hardship Waiver is denied, the written decision shall specify the reasons for not granting the Hardship Waiver. This decision is final and non-appealable. The decision shall be served upon the person requesting the Hardship Waiver by first class mail to the address listed on the Hardship Waiver application.

(1) Approval of a Hardship Waiver shall result in the City setting a hearing pursuant to Section 1.40.090 of this Chapter.

(2). If the City determines that the Citee is not entitled to a Hardship Waiver, the Citee shall tender the full amount of the administrative fine as set forth in the written decision on the Hardship Waiver within ten (10) calendar days of the date the decision is deposited with the U.S. Postal Service. In the event the City Clerk does not receive the full amount of the fine in the required period (i) the request for a hearing is rendered incomplete and untimely, (ii) the Citee shall have waived the right to a hearing and the Citation shall be deemed final, and (iii) a late charge shall be imposed upon the administrative fine.

1.40.090 Administrative Hearing – Procedures

A. An administrative appeal hearing shall be scheduled and conducted within sixty (60) calendar days of the date a timely and complete request is received by the City. A Citee who files a request for an administrative hearing to contest a citation (hereinafter, “appellant”) shall be notified in writing by first class mail of the date, time, and location of the hearing at least ten (10) calendar days prior to the date of the hearing. The failure of an appellant to receive a properly addressed notice shall not invalidate the Citation or any hearing or City action or proceeding conducted pursuant to this Chapter.

B. At the place and time set forth in the written notice of administrative hearing, the Hearing Officer shall hear and consider the testimony of the issuing officer, the appellant(s), and/or their witnesses, as well as any documentary evidence presented by these persons concerning the violation(s) alleged in the Citation.

C. Administrative hearings are informal, and formal rules of evidence and discovery do not apply. The City bears the burden of proof to establish a violation and responsibility therefore by a preponderance of evidence. The issuance of an administrative citation shall constitute prima-facie evidence of the violation and the contents of the Enforcement Officer’s file in the case (including the Citation) shall be received into evidence. The Enforcement Officer who issued the Citation is not required to attend or participate at the hearing. The appellant(s), and Officer, if present, shall have an opportunity to present

evidence and witnesses and to cross-examine witnesses. An appellant may bring an interpreter to the hearing at the appellant's sole expense. The hearing officer may question any person who presents evidence or who testifies at any hearing.

D. An appellant may appear at the hearing in person or by written declaration executed under penalty of perjury. Said declaration and any documents in support thereof shall be tendered to and received by the Office of the City Clerk at least three (3) City business days prior to the hearing. If the appellant fails to attend the scheduled hearing, or to otherwise submit a written declaration in a timely manner, the hearing officer shall cancel the hearing and send a notice thereof to the appellant(s) by first class mail to the address(es) stated on the appeal form. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal. In such instances, the Citation (and corresponding fine and other applicable fees) shall be deemed final.

E. Hearings may be continued once at the request of an appellant or the Officer who issued the citation. Any request by an appellant to continue a hearing must be submitted to the City Clerk in writing no later than two (2) business days before the date scheduled for the hearing. The hearing officer may continue a hearing for good cause or on his/her own motion; however, in no event may the hearing be continued for more than thirty (30) calendar days without stipulation by all parties.

1.40.100 Hearing Officer Decision; Right of Appeal Therefrom

A. After considering all of the testimony and evidence submitted at the hearing, the Hearing officer shall issue a written decision to uphold or overturn the Citation based upon whether there was a preponderance of evidence that the violation(s) listed in the Citation existed or occurred and shall state the reasons therefore.

1. If the Citation is upheld and the violation has not been fully corrected as of the date of the hearing, the hearing officer shall order correction thereof in the decision and provide a deadline to complete said action(s) – which shall in no event be greater than thirty (30) calendar days from the date of the decision. The decision of the hearing officer shall be a final administrative decision.

2. If the Citation is upheld and the appellant did not deposit the fine at the time the appellant requested an administrative appeal hearing, the hearing officer shall also order the payment of the fine (and other applicable fees and costs) as set by Council resolution within twenty (20) calendar days of the decision.

3. If the Citation is overturned in whole or in part, the City shall refund the fine deposit corresponding to the portion of the Citation that was overturned. Any such fine shall be mailed to the Responsible Person within forty-five (45) calendar days of the City's receipt of the Hearing Officer's decision and order.

B. The appellant(s) shall be served by first class mail with a copy of the hearing officer's written decision. The date the decision is deposited with the U.S. Postal Service shall constitute the date of its service. The failure of an appellant to receive a properly addressed decision shall not invalidate or any hearing, City action or proceeding conducted pursuant to this Chapter.

C. Decisions of the hearing officer are, in accordance with Government Code Section 53069.4(b), appealable to the superior court within twenty (20) days after the date of their service. Each decision shall contain a statement advising the appellant(s) of this appeal right and the procedures and court-filing fee for its exercise. An appellant shall serve a copy of the court filed Notice of Appeal on the Office of the City Clerk – Cudahy City Hall, 5220 Santa Ana Street, Cudahy, California 90201 - by personal service or first class mail within five (5) calendar days of filing the original thereof.

D. If a hearing officer's decision is not appealed in a timely manner, the decision shall be deemed confirmed, final, and binding.

E. An appeal from a hearing officer's decision is not appealable to the City Council and the Superior Court is the sole reviewing authority. The appeal hearing before the Superior Court shall be heard de novo, except that the contents of the City's file in the case (including the Citation) shall be received in evidence and shall constitute prima facie evidence of the facts stated therein.

1. If a Responsible Person prevails on appeal, the City shall reimburse his or her filing fee, as well as the fine deposit in accordance with the court judgment. These monies shall be mailed to the Responsible Person within forty-five (45) calendar days of the City's receipt of a notice of judgment or ruling from the superior court clerk.

1.40.110 Penalties

Failure of a Citee to comply with a corrective action stated in any uncontested citation, or with regard to a correction order in any hearing officer decision that is deemed confirmed and not appealed to the superior court, shall constitute a misdemeanor offense punishable in accordance with Chapter 1.36 of this Code. A Citee's willful non-payment of administrative fines, late charges, interest charges or re-inspection fees shall constitute a misdemeanor offense punishable in accordance with Chapter 1.36 of this Code.

SECTION 2. Subsection (a) of Section 8.52.110 (“Issuance of Administrative Citations – Contents”) of Chapter 8.52 (“Fireworks”) of Title 8 (“Health and Safety”) of the Cudahy Municipal Code is hereby amended to read as follows:

8.52.110 Administrative Fines – Purpose.

(1) This chapter authorizes the imposition of administrative fines on any person who violates any provision of this chapter in order to encourage and obtain compliance with its provisions for the benefit and protection of the entire community. Administrative fines for violations of this chapter shall be imposed, enforced, and collected, and administrative review of administrative fines imposed for violations of this chapter shall be governed by the provisions of Chapter 1.40 of this code. Such administrative fines are imposed under the authority of the California Government Code Section 53069.4, Health and Safety Code Section 12557, and the city’s police power.

SECTION 3. Section 8.52.130 (“Administrative Fines”) of Chapter 8.52 (“Fireworks”) of Title 8 (“Health and Safety”) of the Cudahy Municipal Code is hereby deleted in its entirety.

SECTION 4. Section 8.52.140 (“Right to an Administrative Hearing”) of Chapter 8.52 (“Fireworks”) of Title 8 (“Health and Safety”) of the Cudahy Municipal Code is hereby deleted in its entirety.

SECTION 5. Section 8.52.150 (“Administrative Hearing – Procedures”) of Chapter 8.52 (“Fireworks”) of Title 8 (“Health and Safety”) of the Cudahy Municipal Code is hereby deleted in its entirety.

SECTION 6. Section 8.52.160 (“Hearing Decision – Right of Appeal”) of Chapter 8.52 (“Fireworks”) of Title 8 (“Health and Safety”) of the Cudahy Municipal Code is hereby deleted in its entirety.

SECTION 7. It is the City Council’s desire and intent that this ordinance shall not affect or excuse any violation of Chapter 8.52 nor any other provision of the Cudahy Municipal Code that occurred prior to the effective date of this ordinance; nor shall this ordinance impede, impact, or negate any administrative, civil, or criminal enforcement of said chapter that commenced prior to the enforcement date of this ordinance.

SECTION 8: If any section, subsection, paragraph, sentence, clause or phrase of this Article is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 9. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk, or her duly appointed deputy, shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 24th day of October, 2016.

Baru Sanchez
Mayor

ATTEST:

Richard Iglesias
Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF CUDAHY) SS:

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance No.____ was introduced for a first reading on the 22nd day of August, 2016 and approved for a second reading and adopted by said Council at its regular meeting held on the 24th day of October, 2016 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Richard Iglesias
Deputy City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CUDAHY ESTABLISHING THE ADMINISTRATIVE FINE SCHEDULE
FOR VIOLATIONS OF THE CUDAHY MUNICIPAL CODE**

WHEREAS, on September 12, 2016, the City Council of the City of Cudahy adopted Ordinance _____, amending Title 1 of the Cudahy Municipal Code to establish a process for imposing administrative/civil fines for violations of the Cudahy Municipal Code (and other technical codes adopted therein); and,

WHEREAS, Ordinance _____ establishes the administrative procedures for the imposition, enforcement, collection, and administrative review of the administrative citations and administrative fines and penalties;

WHEREAS, Ordinance _____ provides that the amount of the administrative fine for violations of the South Gate Municipal Code and other applicable State laws shall be set forth in a schedule of fines established by resolution of the City Council; and,

WHEREAS, Ordinance _____ requires that the schedule of fines provide for increased fines for repeat violations of the same code provision by the same responsible person; and,

WHEREAS, Ordinance _____ provides for the assessment of a re-inspection fee (in an amount to be established by Resolution) against a Responsible Person who does not timely and completely correct or abate a violation after having received notification from the City to correct or abate same; and,

WHEREAS, Ordinance _____ provides for the imposition of an interest charge (in an amount to be established by Resolution) for any administrative fines that are not paid within sixty (60) calendar days of the issuance of an uncontested administrative citation or within sixty (60) calendar days of a final administrative and/or judicial determination; and,

WHEREAS, the City of Cudahy has a substantial interest in promoting compliance with the local laws that have been enacted by the City Council in an effort to promote and protect the health, safety, and general welfare of the City's residents, business community, and visitors; and,

WHEREAS, the City Council believes that the use of the administrative citation program promotes the City of Cudahy's interest in promoting compliance with local laws; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cudahy that the “Schedule of Administrative/Civil Fines,” as set forth in Exhibit “A”, attached hereto, is hereby adopted.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 24th day of October 2016.

Baru Sanchez
Mayor

ATTEST:

Richard Iglesias
Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CUDAHY)

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 16-XX was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Deputy City Clerk at a regular meeting of said Council held on the 24th day of October, 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Iglesias
Deputy City Clerk

EXHIBIT A

**SCHEDULE OF ADMINISTRATIVE FINES
FOR VIOLATIONS OF THE CUDAHY MUNICIPAL CODE
(AND OTHER CODES ADOPTED THEREIN)**

Unless otherwise specified in the following schedule, the administrative fine for violations of the Cudahy Municipal Code (and other codes adopted therein) enforced pursuant to the provisions of Chapter 1.40 of Title 1 of the Cudahy Municipal Code shall be as follows

- \$100 for the 1st offense
- \$200 for the 2nd offense of the same provision within a 12-month period of time
- \$500 for the 3rd or greater offense of the same provision within a 12-month period of time

Code Section (CMC)	Description of Violation	First Offense	Second Offense (in 36-month period)	Third Offense (in 36-month period)
<i>Title 8 ("Health and Safety")</i>				
<i>Chapter 8.12 ("Fireworks")</i>				
§8.52.020	"Type and Time"			
§8.52.030	"Use"			
§8.52.040	"Prohibitions on Discharge"			
§8.52.050	"Storage and Sale"			

BE IT FURTHER RESOLVED that a re-inspection fee of \$_____ shall be imposed upon any person causing, permitting, aiding, abetting, or suffering a violation of the Cudahy Municipal Code (or other code adopted therein) that is not timely and completely corrected or abated (with all required approvals, permits, licenses, and/or inspections) after having received notification from the City to correct or abate same.

BE IT FURTHER RESOLVED, that interest in the amount of ten percent (10%) per year, computed daily, shall accrue and be assessed on any fine that is not fully paid to the City within sixty (60) calendar days of its imposition/issuance when it is not contested in accordance with the provisions of Chapter 1.40 of Title 1 of the Cudahy Municipal Code, or if it is not fully paid to the City within sixty (60) calendar days of any decision of a hearing officer or a judicial officer to

uphold or confirm the fine if contested in accordance with the provisions of Chapter 1.40 of Title 1 of the Cudahy Municipal Code.

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Item Number 10C

STAFF REPORT

Date: October 24, 2016

To: Honorable Mayor/Chair and City Council/Agency Members

From: Jose E. Pulido, City Manager/Executive Director
By: Jessica Balandran, Senior Administrative Analyst

Subject: **Approval of a Second Amendment to the Professional Services Agreement (PSA) with FUEL Creative Group**

RECOMMENDATION

The City Council is requested to approve a Second Amendment to the Professional Services Agreement (PSA) with FUEL Creative Group for the City's quarterly magazine design services in the amount of \$40,000, with a total not to exceed amount of \$96,224, expiring June 30, 2017 with an additional one year option (i.e., July 1, 2017 through June 30, 2018). The additional one year extension would require an amendment to the Master Agreement to appropriate funds.

BACKGROUND

1. On July 12, 2014, the City Council held a Strategic Planning Session which identified the need to develop a new City image and a better means of communicating with the public.
2. On August 11, 2014, the new City Manager began his tenure with the City.
3. On October 24, 2014, the City Council approved the Fiscal Year (FY) 2014-15 City Budget which included funding for the City newsletter.
4. On November 4, 2014, the City Council approved the FY 2014-15 City Budget One Time appropriations which included funding for City rebranding.

5. On January 2, 2015, the City Manager contacted FUEL Creative Group regarding the City's need for rebranding and newsletter design professional services.
6. On January 8, 2015, the City Manager had a teleconference call with Brent Rector who is the Art Director and Principal for this firm to discuss the City's need for: 1) rebranding; 2) new quarterly magazine; and 3) website development.
7. On January 14, 2015, FUEL Creative Group provided the City Manager with a proposal for the City rebranding and newsletter design services.
8. On January 20, 2015, City Council approved a PSA with FUEL Creative Group in the amount of \$33,224 for City rebranding and a new City newsletter.
9. From September through November 2015, Fuel Creative Group worked with City staff and the City's magazine consultant Wendy Chung on the development of both the new City logo and the quarterly magazine.
10. On December 10, 2015, One Cudahy/Una Comunidad Magazine featuring the new City Logo was finalized and subsequently hand delivered door to door.
11. In June 2016, the Summer issue of Cudahy's ONE Magazine was published and distributed citywide.
12. In September 2016, the Fall issue of Cudahy's ONE Magazine was published and distributed citywide.

ANALYSIS

In the summer of 2014 the City Council held a Strategic Planning Session where they identified the need to develop a new City image and a better means of communicating with the public as a result of having its community image battered by the corruption scandal two years before. Consistent with this direction, in early 2015 the City Council awarded a PSA to Fuel Creative Group to help the City rebrand itself and to develop a new City quarterly magazine.

During 2015, staff worked with Fuel Creative Group and magazine consultant Wendy Chung to update and develop a new City logo and quarterly magazine. The end product was the inaugural One Cudahy / Una Comunidad Magazine which was completed on December 10, 2015. This 40 page bi-lingual magazine was hand delivered to every door. The magazine

includes a guide to City Hall, General Plan details, key points for a safer community, and featured a calendar, news, highlights and a recreation guide. Shortly after the magazine was distributed, staff received an increase in calls inquiring about the identified sports opportunities and the Cudahy Clean-Up Day. The City website also received more views than usual.

Under this proposed Second Amendment to the PSA, Fuel Creative Group would design and produce the City's three upcoming quarterly magazine issues for FY 2016-17 (Winter, Spring and Summer). Since the City prints the magazine in-house, there is flexibility on the final page count (i.e., 32, 36, or 40 pages with less or more ads) depending on what issues need to be communicated to the public. It should be noted that under the City's Purchasing Ordinance No. 649 adopted June 8, 2015, the City has been able to piggy-back off the RFP work of another city to secure the magazine rates quoted by Fuel Creative Group to the City.

In order to help off-set the cost of this quarterly magazine, City staff is also working to utilize grants and local service providers (i.e., COPS, and CalRecycle) to include helpful ads for residents promoting safety, environmental safety, and upcoming events.

CONCLUSION

In order to ensure that the next One Cudahy / Una Comunidad magazine is produced and delivered in the City for the remainder of FY 2016-17, the City Council is requested to approve the Second Amendment to the PSA with FUEL Creative Group in the amount not to exceed \$96,224 total for the City's quarterly magazine design services.

FINANCIAL IMPACT

For the FY 2016-17 City Budget, the City Council will appropriate funding from a variety of funding from non-General Fund sources for this professional services agreement.

ATTACHMENTS

- A. Proposed Second Amendment to the Professional Service Agreement
- B. First Amendment to the Professional Services Agreement
- C. Master Professional Services Agreement



2016
SECOND AMENDMENT
TO AGREEMENT FOR PROFESSIONAL SERVICES
(Parties: Fuel Creative Group and City of Cudahy)

THIS SECOND AMENDMENT (“Second Amendment”) to that certain agreement entitled “2015 Professional Services Agreement” dated as of January 20, 2015, is hereby made and entered into this _____ day of _____, 2016 (the “Effective Date”) by and between the City of Cudahy, a municipal corporation (hereinafter, “CITY”) and Fuel Creative Group, a California corporation (hereinafter, “CONSULTANT”). For purposes of this Second Amendment, the capitalized term “Parties” shall be a collective reference to the City and Consultant and the capitalized term “Party” shall refer to the City or Consultant interchangeably, as appropriate.

RECITALS

This Second Amendment is made and entered into with respect to the following facts:

WHEREAS, on or about January 20, 2015, the Parties executed and entered into that certain agreement entitled “Professional Services Agreement” (hereinafter, the “Master Agreement”) for City branding and magazine publication services. The Master Agreement is attached and incorporated hereto as **Exhibit “A”**; and

WHEREAS, on or about March 14, 2016, the Master Agreement was amended by a first amendment (hereinafter, the “First Amendment”) to extend the Term of the Master Agreement through June 30, 2017 and to increase the not-to-exceed sum (hereinafter, “Contract Price”) to FIFTY-SIX THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS (\$56,224). The First Amendment is attached and incorporated hereto as **Exhibit “B”**; and

WHEREAS, the Parties now wish to further amend the terms of the Master Agreement as previously modified by the First Amendment to increase the Contract Price by FORTY THOUSAND DOLLARS (\$40,000) for a new total Contract Price of NINETY-SIX THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS (\$96,224); and

WHEREAS, this Second Amendment was approved by the City Council at its regular meeting of October 24, 2016.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and

other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Section 1.2 (Prosecution of Work) of the Master Agreement is hereby renamed and amended to read as follows:

1.2 TERM AND PROSECUTION OF WORK:

- A. The term of this Agreement shall be effective through June 30, 2017 with an option for an additional one-year term (i.e., July 1, 2018 through June 30, 2019) which would require an amendment to this Agreement to appropriate funds.
- B. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- C. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

2. Subsection 1.3.1 of Section 1.3 (Compensation) of the Master Agreement is hereby amended to read as follows:

CITY agrees to compensate CONSULTANT for the services provided under this Agreement and CONSULTANT agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Proposal. See Exhibit "A" to the Master Agreement as supplemented and augmented by Attachment 2 to the First Amendment. CONSULTANT shall perform the Services during the course of the Term set forth in Subsection B of Section 1.2 of the Master Agreement as amended by the First Amendment. CONSULTANT agrees to accept in full satisfaction for such services, payment in accordance with the compensation structure reflected in Exhibit "A" to the Master Agreement, as supplemented and augmented by Attachment 2 to the First Amendment. Based on the foregoing, CONSULTANT's total compensation for the Work under this Agreement may not exceed the sum of NINETY-SIX THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS (\$96,224) (hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, services, tasks, costs, and incidental and customary work necessary to competently perform the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work.

3. Except as otherwise set forth in this Second Amendment, the Master Agreement, as amended by the First Amendment, shall remain binding, controlling, and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this Second Amendment, together with the Master Agreement and First Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in these documents.

4. The provisions of this Second Amendment shall be deemed part of the Master Agreement, as amended by the First Amendment, and except as otherwise provided under this Second Amendment, the Master Agreement, as amended by the First Amendment, and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement, as amended by the First Amendment, the provisions of this Second Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and/or the First Amendment and no further.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed on the day and year first appearing above.

CITY:

City of Cudahy

By: _____
Jose Pulido, City Manager

CONSULTANT

Fuel Creative Group

By: _____
Name: Brent Rector, Principal

APPROVED AS TO FORM

By: _____
City Attorney



2016
FIRST AMENDMENT
TO AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT
(Parties: Fuel Creative Group and City of Cudahy)

THIS FIRST AMENDMENT (“First Amendment”) to that certain agreement entitled “2015 Professional Services Agreement” dated as of January 20, 2015 (the “Master Agreement”), is hereby made and entered into this 14th day of March, 2016 (the “Effective Date”) by and between the City of Cudahy, a municipal corporation (hereinafter, “City”) and Fuel Creative Group, a California corporation (hereinafter “Consultant”). For purposes of this First Amendment, the capitalized term “Parties” shall be a collective reference to the City and Consultant and the capitalized term “Party” shall refer to the City or Consultant interchangeably, as appropriate.

RECITALS

This FIRST AMENDMENT is made and entered into with respect to the following facts:

WHEREAS, on or about January 20, 2015, the Parties executed and entered into the Master Agreement (attached hereto as **Attachment 1**) to allow Consultant to provide professional services to the City, as provided therein; and

WHEREAS, the Parties wish to modify and amend the terms of the Master Agreement, as permitted under section 6.16 of the Master Agreement; and

WHEREAS, the Parties specifically seek to amend the Master Agreement to increase the term of the Master Agreement, as set forth in Section 1.2(A), and increase the not-to-exceed sum of THIRTY-THREE THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS (\$33,224) by TWENTY THREE THOUSAND (\$23,000) to establish a new not-to-exceed sum of FIFTY SIX THOUSAND TWO HUNDRED TWENTY FOUR (\$56,224); and

WHEREAS, Consultant represents that it still possesses the specialized training, skill, expertise and experience required to perform the services contemplated under the Master Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Subsection A of Section 1.2 (Prosecution of Work) is hereby amended to read as follows:

A. This agreement shall increase the term to June 30, 2017. CITY, in its reasonable discretion, may grant CONSULTANT additional time to complete the Work. The granting of such additional time by the CITY shall in no way entitle CONSULTANT to compensation in excess of the Contract Price, defined below, in so far as the need of additional time is not reasonably attributable to the CITY;

2. Subsection 1.3.1 of Section 1.3 (Compensation) of the Master Agreement is hereby amended to read as follows:

A. CITY agrees to compensate CONSULTANT for the services provided under this Agreement and CONSULTANT agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Proposal. See Exhibit "A." CONSULTANT shall perform the Services during the course of the term set forth in Section 1.1, above. CONSULTANT agrees to accept in full satisfaction for such services, payment in accordance with the compensation structure reflected in Exhibit "A." Based on the foregoing, CONSULTANT's total compensation for the Work under this Agreement may not exceed the sum of FIFTY SIX THOUSAND TWO HUNDRED TWENTY FOUR (\$56,224)(hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, services, tasks, costs, and incidental and customary work necessary to competently perform the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work.

3. Exhibit "A" of the Master Agreement is hereby supplemented and augmented by the proposal attached hereto as **Attachment 2**.

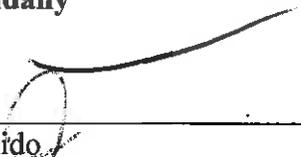
4. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this First Amendment together with the Master Agreement shall constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in both documents.

5. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing above.

CITY:

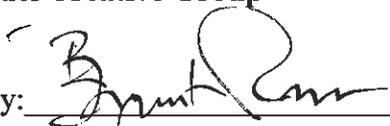
City of Cudahy

By: 

Jose Pulido
City Manager

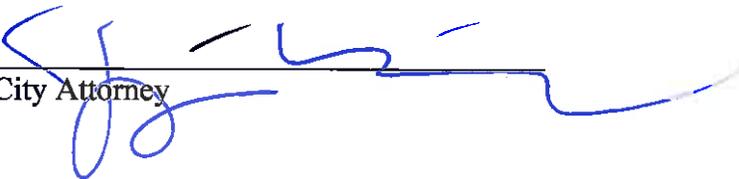
CONTRACTOR

Fuel Creative Group

By: 

Name: Brent Rector
Title: Principal

APPROVED AS TO FORM

By: 

City Attorney



2015 JAN 22 10:52 AM
CITY OF CUDAHY

2015

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Professional City Branding and Magazine Publication Services)

(Parties: Fuel Creative Group, a S Corporation – City of Cudahy)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 20th day of January 2015 (hereinafter, the “Effective Date”), by and between the CITY OF CUDAHY, a municipal corporation (“CITY”) and FUEL CREATIVE GROUP, A S CORPORATION, (hereinafter, “CONSULTANT”). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONSULTANT interchangeably.

RECITALS

This Agreement is made and entered into with respect to the following facts:

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services: City Branding and Magazine Publication Services; and

WHEREAS, CITY’s in-house personnel is presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.

ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth under Scope of Work (including Review of Existing Hazardous Plans) of that certain proposal of CONSULTANT entitled “Fuel Creative Group Proposal for the City of Cudahy” attached hereto as Exhibit “A” (hereinafter

referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 PROSECUTION OF WORK: The Parties agrees as follows:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written Notice to Proceed and shall be completed at the earliest feasible time practicable, but in no event by a date later than **eight (8) weeks** from CITY's issuance of a Notice to Proceed (hereinafter, the "Completion Date"). CITY, in its reasonable discretion, may grant CONSULTANT additional time to complete the Work, provided (i) no grant of additional time shall exceed a period of thirty (30) calendar days from the original Completion Date; and (ii) CONSULTANT shall have provided CITY with a written request for additional time no less than (20) calendar days prior to the original Completion Date, which notice shall specify the reason(s) why additional time is needed, how much additional time is needed and what measures CONSULTANT has taken to mitigate the need for additional time. The granting of such additional time by the CITY shall in no way entitle CONSULTANT to compensation in excess of the Contract Price, defined below, in so far as the need of additional time is not reasonably attributable to CITY;
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT or its subcontractors or subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

- 1.3.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Proposal. (Total Fee Not To Exceed of \$33,224). See Exhibit "A". Consultant shall perform the

Services during the course of the term set forth in Section 1.1, above. Consultant agrees to accept in full satisfaction for such services, payment in accordance with the compensation structure reflected in the "Project Cost" section of Exhibit A. Based on the foregoing, Consultant's total compensation for the Work under this Agreement may not exceed the sum of THIRTY THREE THOUSAND TWO HUNDRED AND TWENTY FOUR DOLLARS (\$33,224.00) (hereinafter, the "Contract Price"). The Contract Price shall be paid in two equal parts. The initial payment of SIXTEEN THOUSAND SIX HUNDRED AND TWELVE DOLLARS (\$16,612.00) shall be paid after the initial four (4) weeks of Work. The second payment of SIXTEEN THOUSAND SIX HUNDRED AND TWELVE DOLLARS (\$16,612.00) shall be paid at the conclusion of eighth (8th) week of Work upon approval by the City of the proposed Work. The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, services, tasks, costs and incidental and customary work necessary to competently perform the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Director-Treasurer and the City Manager of the City of Cudahy and unless such added expenditure is specifically approved in advance and in writing by the City.

1.3.2 Payments for any services requested in writing by city and not included in the Scope of Services shall be made to consultant by city on a time-and-materials basis using Consultant's standard fee schedule. Fess for such additional services shall be paid within sixty days of the date consultant issues an invoice for such services.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of the initial eight (8) week period of the Work, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the 8 week period, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. Following the conclusion of the eighth (8th) week of the Work, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the second 8 week period, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and/or his designee (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Brent Rector, Principal to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT

in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for

employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10 **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. **Workers’ Compensation Insurance/ Employer’s Liability Insurance:** A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request,

CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV.
INDEMNIFICATION

- 4.1 The Parties agree that CITY, the CITY's elected and appointed officials, officers, employees, agents and authorized volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.1, above.
- 4.4 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

- 4.6 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.7 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform

or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of

this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the

performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
FUEL Creative Group
2321 P Street, Floor 2
Sacramento, CA 95816
Attn: Brent Rector
Principal
Phone: 916-669-1591
Fax: 916-290-0425
Email: brent@fuelcreativegroup.com

CITY:
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201
Attn: Jose E. Pulido
City Manager
Phone: 323-773-5143
Fax: 323-771-2072

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

- 6.13 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF CUDAHY:

By: 
Jose E. Pulido, City Manager

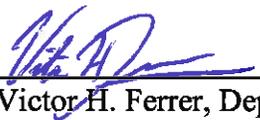
Date: _____

FUEL CREATIVE GROUP, A S CORPORATION:

By: 
Brent Rector, Principal

Date: 2/6/15

ATTEST:

By: 
Victor H. Ferrer, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By: 
Isabel Birrueta, Assistant City Attorney

Date: _____

EXHIBIT “A”

(Scope of Work)

City Branding – Expected Time of Completion: 6-8 Weeks

Tagline (\$2,000) – FUEL will present at least five different taglines options. The client may choose a direction for feedback and refine the tagline up to three more times to completion.

Logo (\$10,000) – FUEL will create a minimum of five conceptual sketches for the identity to be associated with the chosen tagline for Cudahy. Once the client has chosen a single design direction for the identity, FUEL will provide up to three proofs of identity design. Final deliverable is the approved logo in various file formats and versions delivered to the client.

Brand Guidelines (\$4,000) – FUEL will create a multi-page brand guideline document to demonstrate how to use the logo/tagline correctly. This document will highlight all versions of the logo, associated brand color, approved fonts, and application suggestions.

On-Site Visit/Presentation (\$1,600 per visit) – If needed, FUEL will travel to Cudahy for the day to meet with staff / board / council and present options.

Magazine Publication – Expected Time of Completion: 6-8 Weeks

First Issue of 8 Page City Magazine 8.5”X11” (\$9,312) – FUEL will create three conceptual sketches of the magazine cover from which the client may choose a direction. Once the client has chosen a direction for the magazine cover, FUEL will refine the magazine cover sketch and show a sketch of one spread based on the chosen cover design. Then, FUEL will use client-provided content to design up to three proofs of the City magazine. Final, high-resolution, print-ready file will be submitted to the City and the clients chose print vendor.

Production of Each Additional Quarterly 8-Page Issue (\$6,312) – FUEL will use client-provided content to design up to three proofs of the City magazine. Final, high-resolution, print-ready file will be submitted to the City and the clients chose print vendor.

TOTAL: \$31,624 - \$33,224



Item Number 10D

STAFF REPORT

Date: October 24, 2016
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
Subject: **Approval of a First Amendment to the Professional Services Agreement (PSA) with Wendy Chung for Creative Design Services**

RECOMMENDATION

The City Council is requested to approve a First Amendment to the Professional Services Agreement (PSA) for writing, editing, creative design services, civic engagement strategy and policy, and program coordination and management services (see attached scope of work) to extend term of Master Agreement from March 14, 2017 through June 30, 2017 and appropriate an additional \$25,000, with an additional one year option (i.e., July 1, 2017 through June 30, 2018) at a not to exceed a total of \$75,000. The additional one year extension would require an amendment to the Master Agreement to appropriate funds.

BACKGROUND

1. On March 14, 2016, City Council approved a Master Agreement with Ms. Chung included as Attachment A.
2. In mid-March 2016, Ms. Chung produced presentation materials for the City's meeting with Los Angeles County Supervisor Solis.
3. In May and June 2016, Ms. Chung coordinated with Fuel Creative Group and City staff to produce the Cudahy ONE Magazine Summer issue which was published and distributed citywide.
4. In August and September 2016, Ms. Chung coordinated with Fuel Creative Group and City staff to produce the Cudahy ONE Magazine Fall issue which was published and distributed

citywide.

5. In early-September 2016, Ms. Chung worked with City staff to produce a more user friendly yet sophisticated looking city website.
6. In late-September 2016, Ms. Chung prepared a presentation for the Los Angeles County Mayor's meeting which Mayor Sanchez presented his colleagues.

ANALYSIS

During the past year, Ms. Chung has produced a number of quality presentations, quarterly magazines and revamped our City website at an affordable hourly rate and cost. Consequently, staff would like to continue to work with Ms. Chung in the same seamless manner on production of future ONE Magazine editions as well as other presentation materials and City website.

The First Amendment is necessary in-order to appropriate an additional \$25,000 and extend the term of Ms. Chung's Master Professional Services Agreement from March 14 , 2017 through June 30, 2017 with an additional one year option (i.e., July 1, 2017 through June 30, 2018) which would require an amendment to the Master Professional Services Agreement.

CONCLUSION

City Council approval of this First Amendment to the PSA with Ms. Chung ensures that the she would continue to be available to provide City staff assistance with several special projects such as: the creation of City presentation materials (i.e., State of the City; Supervisor Solis Mayor's Luncheon) and templates consistent with the new City logo brand for meetings and presentations to other elected officials; enhance the City's website; and community outreach and marketing campaigns.

FINANCIAL IMPACT

For the FY 2016-17 City Budget, the City Council will appropriate funding from a variety of funding from non-General Fund sources for this professional services agreement.

ATTACHMENTS

- A. Proposed First Amendment to the Professional Services Agreement
- B. Master Professional Services Agreement



2016

FIRST AMENDMENT

TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: Wendy Chung for writing, editing, and creative design services)

(Parties: Wendy Chung and City of Cudahy)

THIS FIRST AMENDMENT (“First Amendment”) to that certain agreement entitled “Professional Services Agreement” dated March 14, 2016, is hereby made and entered into this _____ day of _____, 2016 (the “Effective Date”) by and between the City of Cudahy, a municipal corporation (hereinafter, “CITY”) and Wendy Chung (hereinafter, “CONSULTANT”). For purposes of this First Amendment, the capitalized term “Parties” shall be a collective reference to the CITY and CONSULTANT and the capitalized term “Party” shall refer to the CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, on March 14, 2016, the Parties executed and entered into that certain agreement entitled “Professional Services Agreement” (hereinafter, the “Master Agreement”) for specialized writing, editing, and creative design services. The Master Agreement is attached and incorporated hereto as **Exhibit “A”**; and

WHEREAS, the Master Agreement has a Term of one (1) year; and

WHEREAS, under the terms of the Master Agreement, CITY agreed to compensate the CONSULTANT at a rate of SIXTY DOLLARS (\$60) per hour with a not Not-To-Exceed Sum of FIFTY THOUSAND DOLLARS (\$50,000) over the entire Term of the Master Agreement; and

WHEREAS, the Parties now wish to extend the Term of the Master Agreement through June 30, 2017; and

WHEREAS, the Parties also seek to amend the Master Agreement to increase the Not-To-Exceed Sum by TWENTY-FIVE THOUSAND DOLLARS (\$25,000) to establish a new Not-to-Exceed Sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000); and

WHEREAS, this First Amendment was approved by the City Council at its regular meeting of October 24, 2016.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Section 1.2 (TERM) of the Master Agreement is hereby amended to extend the Term of the Master Agreement through June 30, 2017 with an optional additional one-year term (i.e., July 1, 2017 through June 30, 2018) which would require an amendment to this Agreement to appropriate funds.
2. Subsection B of Section 1.3 (COMPENSATION) of the Master Agreement is hereby amended to read as follows:
 - B. CONSULTANT's total compensation during the Term of the Master Agreement as amended by this First Amendment, shall not exceed the budgeted aggregate sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term of either the Master Agreement or the First Amendment, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
3. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.
4. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing above.

[SIGNATURES ON NEXT PAGE]

CITY:

City of Cudahy

By: _____

Jose Pulido
City Manager

CONSULTANT

Wendy Chung

By: _____

Wendy Chung

APPROVED AS TO FORM

By: _____

City Attorney



PROFESSIONAL SERVICES AGREEMENT

(Wendy Chung: Writing, Editing, and Creative Design Services)

(Parties: City of Cudahy and Wendy Chung)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 14th day of March 2016 (hereinafter, the "Effective Date"), by and between the CITY OF CUDAHY, a municipal corporation ("CITY") and Wendy Chung (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

WHEREAS, CITY wishes to engage CONSULTANT to provide the following specialized services: writing, editing, and creative design services; and

WHEREAS, CITY's in-house personnel is presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, CONSULTANT possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CONSULTANT agrees to perform the various services and tasks set forth under this Agreement subject to the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.

ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of one (1) year. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is attached hereto as **Exhibits "B"** hereinafter, the "Approved Rate Schedule").
- B. CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of FIFTY THOUSAND DOLLARS DOLLARS (\$50,000) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. All other "Documents and Data" as defined in paragraph 6.1 shall be and remain property of the CITY.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and the Senior Administrative Analyst (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee, which designee the CITY may assign by notifying CONSULTANT in writing, shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT'S REPRESENTATIVES: CONSULTANT hereby designates Wendy Chung or designee, which designee CONSULTANT may assign by notifying CITY in writing, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and written approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
 - F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to

correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced within three (3) business days upon their discovery by either Party and shall be completed within no more than fifteen (15) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion except for any error or omission which may be a hazard to health or life safety in which case corrective action shall be taken immediately and shall be diligently completed. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent,

contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide.
- 3.4 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have

been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; and (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within five (5) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 5-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 5-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.i. that exceeds seven (7) calendar days from the end of the initial 5-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of

Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement, representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement by CONSULTANT or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
Wendy Chung
1838 Cliffhill Drive
Monterey Park, CA 91754
Phone: (626) 560-1713

CITY:
City of Cudahy
Attention: City Manager
5220 Santa Ana Street
Cudahy, CA 90201
Attn: City Manager
Phone: (323) 773-5143
Fax: (323) 771-2072

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

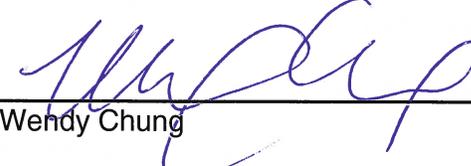
6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF CUDAHY:

By: 
Cristian Markovich, Mayor

CONSULTANT:

By: 
Wendy Chung
Title CONSULTANT

[By the Mayor's signature, above, the Mayor hereby confirms the City's waiver of the Worker's Compensation coverage for Consultant.]

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: 
City Attorney

EXHIBIT “A” Scope of Services

Writing, Editing and Creative Design Services

Under direction and approval of City Manager, develop and produce miscellaneous media, including quarterly magazine, web content, document templates, and other civic/promotional collateral. All materials are subject to City review and final approval.

Example of responsibilities:

- Interacting with staff, consultants, public and various sources;
- Potentially interacting with student interns;
- Packaging public information for general audience;
- Researching public records and online sources;
- Developing and creating content consistent with City brand (taking photos, writing and editing copy, creating presentations, designing templates, etc.);
- Preparation of various award/grant submittals;
- Uploading content (website, social media, etc.).

Civic Engagement Strategy & Policy

Under direction and approval of City Manager, assist in developing programs, strategies and policies for community engagement.

Example of responsibilities:

- Developing strategies and policies for programs and events, to increase community engagement in various forms (digital, community events, etc.);
- Researching best practices;
- Recommending policies to support new City brand, communications initiatives and tools (e.g., internal guidelines for branding/logo use/social media/etc.; quality control of outreach collateral; etc.)
- Establishing routines and processes to support communication functions (e.g., magazine production procedures; web maintenance standards; recommending software; establishing databases; etc.).

Program Coordination/Management

Under direction and approval of City Manager, assist in the coordination, development and implementation of some civic engagement programs and events—e.g., Youth Committee and special community events (e.g., open streets).

Example of responsibilities:

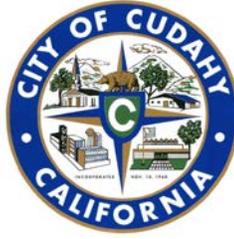
- Interacting with various staff, consultants, contractors, and public—including youth;
- Developing strategic plans for implementation;
- Coordinate activities (e.g., developing agendas, budgets, etc.);
- Engage in outreach and marketing campaigns.

EXHIBIT "B"
Approved Rate Schedule

Rate of Compensation

Sixty Dollars (\$60.00) per hour.

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Item Number 12C

STAFF REPORT

Date: October 24, 2016
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Adoption of Resolution Approving Fiscal Year (FY) 2016-17 City of Cudahy Budget and Adoption of Resolution Amending the General Fund Reserve Policy**

RECOMMENDATION

The City Council is requested to:

1. Adopt a proposed resolution approving the Fiscal Year (FY) 2016-17 City of Cudahy Budget (City Budget), commencing July 1, 2016 and ending June 30, 2017;
2. Adopt a proposed resolution amending the General Fund Reserve Policy to reduce the minimum General Fund Reserve level from \$2,000,000 to \$900,000; and
3. Discuss and provide direction to staff regarding potential revenue-generating ballot measures for the upcoming March 7, 2017 municipal election.

OR

4. Adopt a proposed resolution for Continuing Appropriations for Fiscal Year (FY) 2015-16 pending adoption of the FY 2016-17 City Budget that permits spending on projects that have been approved by the City Council that were not originally budgeted in the FY 2015-16 City Budget.

BACKGROUND

1. On June 29, 2015, City Council passed Resolution No. 15-30 that adopted the FY 2015-2016 City Budget.

2. On June 29, 2015, City Council passed Resolution No. 15-31 that amended the General Fund Reserve Policy to require the General Fund balance to be an amount of no less than \$2,000,000.
3. On May 2, 2016, City Council passed a Resolution No. 16-17 amending the FY 2015-2016 City Budget.
4. On May 16, 2016, the City Manager met with the City Council to review the Strategic Plan Outline that the City Council previously adopted and to discuss the actionable items to carry out the direction / vision of the City Council. The Strategic Plan Outline included plans for new revenue sources in future years to increase the revenue stream to the City's General Fund.
5. On June 1, 2016 the Budget sub-committee met to discuss the budget options.
6. On June 6, 2016, at a Special City Council meeting, the Finance Director provided the City Council with a presentation that gave an overview of the City Manager's proposed City Budget for FY 2016-17 and the City Manager requested direction from the City Council of the fund balance reserve that is desired for June 30, 2017.
7. On June 30, 2016, City Council passed a Resolution No. 16-22 which authorized continued expenditures under the FY 2015-16 City Budget until such time that the FY 2016-17 City Budget is approved by the City Council.
8. On July 19, 2016, the Budget Ad-hoc Committee met to discuss the budget options.
9. On August 8, 2016, City Council passed a Resolution No. 16-25 which authorized continued expenditures under the FY 2015-16 City Budget that doesn't include new projects or programs in FY 2016-17.
10. On September 28, 2016, City Council held a workshop to discuss revenue options for future budgets.
11. On October 6, 2016, City Council held a workshop to follow up on revenue options and discussion of proposed reduction of expenditures for the FY 2016-17 City Budget.

ANALYSIS

During the past two years, the City Council has made a concerted effort to address the

significant deferred maintenance in our City facilities and streets. Hence, the Council's reinvestment in our community includes undertaking a \$0.5 million 2040 General Plan Update, a \$1.3 million Clara Park Expansion, and \$1.6 million for a new soccer field at Lugo Park. In addition, the City's reinvestment also includes the retention of CBRE to prepare an analysis for a new casino operator in the City that could both generate significant employment opportunities for residents and revenues for the City's General Fund. Moreover, the City also has an opportunity to assess whether it wants to analyze the job creation and revenue generation opportunities presented by other emerging economies such as the cannabis and high tech industries.

Effective July 1, 2016, the City began operating under a continuing appropriation which allows the City to function at the same level of operations as in the City Council approved FY 2015-16 City Budget without any new programs or projects. In June 2016, the City Council requested they would need more time to help more closely align the revenues and expenditures of the General Fund and use the least amount of accumulated General Fund balance as possible.

This report provides an overview of the City's financial plans for FY 2016-17 including anticipated revenues, projected expenditures and a brief discussion of the impact that FY 2015-16 revenues and expenditures has on the General Fund balance as of July 1, 2016. The proposed FY 2016-17 City Budget provides funding for operations, equipment, and capital improvements for the fiscal year. As part of the budget process all departments were requested to submit to the City Manager a zero-based budget. Zero-based budgeting is an approach to planning and decision-making which reverses the working process of traditional budgeting. By contrast, in zero-based budgeting, every line item of the budget must be submitted to the City Manager for approval, rather than only the variances from previous operating years.

The FY 2016-17 City Budget total forecasted General Fund revenues are \$7,413,700 and forecasted expenditures are \$8,329,306, which requires the use of \$915,606 from the General Fund Balance. The FY 2016-17 revenue estimates reflect conservative projections from consultants, past receipts, and in-house calculations.

Special Revenue Funds (Special Funds) are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for limited purposes. Special Funds included Proposition A (Prop A) Transportation, Proposition C (Prop C) Transportation, Measure R , State Gas Tax (Gas Tax), Community Development Block Grant (CDBG), Community Oriented Policing Services (COPS), Federal STPL, Transportation Development Act (TDA), County Park Bond, and Other Grants.

The estimated revenues and expenditures by fund type are as follows:

Revenue Funds		Expenditures	
General Fund	\$ 7,413,700	General Fund (operating)	\$ 7,413,700
Special Funds	<u>\$ 4,910,402</u>	General Fund (use of fund balance)	<u>\$ 915,606</u>
Total Forecasted City Revenues	\$12,274,102		\$ 8,329,306
		Special Funds	<u>\$ 7,485,355</u>
		Total Forecasted Expenditures	\$15,814,661

General Fund Revenues are generated through the collection of property and sales taxes, user utility tax, fines and forfeitures, permits, and licenses. General Funds provide programs and services including public safety, parks, public works, and general city administration. During the FY 2016-17 it is estimated that the City’s General Fund will generate an estimated \$700,000 from the sale of two parcels of property to the Cudahy Housing Successor Agency for the development of low/moderate income housing.

The following section has been divided into three sections: I) Revenues; II) Expenditures; and III) Fund Balance:

I. Revenues

In past years, the City had exchanged \$300,000 in Proposition A funds for \$225,000 in General Fund monies. Beginning with FY 2015-16, the City did not participate in exchanging these funds because the City Manager recommended to the City Council that instead of losing \$75,000 in such an exchange of funds to instead invest these funds for street improvements in our City. In FY 2014-15 the City’s General Fund experienced some one-time transactions relating to “catch-up” payments for property taxes, past due business license taxes, and a non-cash transaction with the Successor Agency, all totaling \$660,000. Those amounts combined represent \$885,000 of revenues that have not been repeated in FY 2015-16 and are not anticipated to be repeated in FY 2016-17. Reductions in revenues are related to a reduction of delinquent revenues relating to the business license tax as well as delayed parking ticket payment and a reduction of sales tax over the previous year’s collection. Revenues from parking tickets are budgeted based upon what is expected, including past due amounts from FY 2015-16, to be collected within FY 2016-17. City General Fund revenues without one-time revenues have ranged between \$6,000,000 to \$7,000,000 over the past several years.

City staff has estimated increased revenues of \$720,000 to be generated by:

- Seeking contributions/donations from non-profits and community businesses to help fund some of the City's special events; and
- Sale of two City owned properties to the Successor Agency for development of low/moderate income housing.

II. Expenditures

General Fund

Services that are provided to the Cudahy community continue to be a top priority in the FY 2016-17 City Budget. This includes youth sports programs, senior programs, and special events. In an effort to maintain, improve, and identify the best cost and operational efficiencies organizationally, the City has entered into a contract with Woodcraft Rangers to provide summer and year-round recreational programs. The City continues to seek new partnership opportunities to provide City services and programs to our residents.

The FY 2016-17 City Budget General Fund recommended expenditures of \$8,329,306 was achieved by delaying or adjusting requested expenditures. Recommended expenditures would be funded by estimated revenues of \$7,413,700 and the use of General Fund Balance of \$915,606.

While the following items, totaling \$1,216,000, are not all new to FY 2016-17, they identify the use of Fund Balance to pay for the expenditures of the City's General Fund in excess of estimated revenues:

- \$353,000 for increased cost of service and insurance surcharge by the LA County Sheriff;
- \$150,000 for Unfunded Retirement Liability (Annual, General Fund portion);
- \$70,000 Retrospective Insurance Claim payments (Annual) [Workers Compensation and General Liability];
- \$75,000 for ADA Compliance (Annual) [Amounts will vary by year];
- \$51,000 Public and Community Relations as well as Legislative Advocacy;
- \$340,000 for the General Plan Update (FY 2015-16 – Phase I and FY 2016-17 – Phase II)
- \$68,000 Elections;
- \$30,000 for membership in California Cities for Self-Reliance;
- \$50,000 for feasibility study by CBRE relating to the potential development of

- properties identified in the Successor Agency's Long-Range Property Management Plan, including a potential card club which is expected to be reimbursed by potential business operator; and
- \$29,000 for senior services provided by St. Barnabas.

In addition to the cost of living increase that is included in the Sheriff's contract, the insurance surcharge was increased from 6% to 9.5% due to extensive liability claim pay outs last fiscal year. Of the \$353,000 increase in costs for FY 16-17 over costs in FY 15-16, \$103,000 was related to the Growth Deputy that was added in FY 15-16 relating to the Neighborhood Watch Program. By its nature a Growth Deputy is added in the first year at a cost to the City that is less than the full cost of the Deputy. In FY 15-16 the discounted cost of the Growth Deputy was \$169,000. The cost of the Growth Deputy in the second year including the increase in insurance surcharge from 6% to 9.5% will be \$272,000. It should be noted that as a result of increased policing the City was recognized on the 2016 Safest Cities California Safewise report. Cudahy was ranked 76 out of 100 on the list. Our goal is to reach in the top safest cities in California in the near future through the implementation of the Crime Free Multi-Housing Program.

Several revenue options were presented to the City Council at two budget workshops. The most significant revenue-generating items discussed were a sales tax and a public safety parcel tax. The City Council discussed applying revenue-generated by such potential measures towards public safety service costs which make up 48.5% of General Fund budget.

Special Revenue Funds

At this time, the City plans to fund various City project from restricted Sources. The following are a highlight of the projects that will be funded in FY 2016-17:

Proposition A Transportation

- Dial-a-Ride (Taxi Service);
- Transportation marketing;
- ADA Improvements and One Stop Project; and
- Citywide Bus Stop Improvement Project.

Proposition C Transportation

- Bus Pass subsidy;
- Transportation marketing;
- Cudahy Area Rapid Transit (City-Wide shuttle service);

- Excursion;
- Atlantic Improvement Phase I; and
- Patata Street Improvement Project.

Gas Tax

- Citywide striping;
- Citywide street repair and maintenance;
- Traffic sign study; and
- Citywide traffic signage.

Community Development Block Grant (CDBG)

- Business Assistance;
- Community Preservation;
- Food Distribution; and
- Clara Street Park senior or youth matters.

Community Oriented Policing Services (COPS)

- Crossing guards;
- Neighborhood Watch; and
- Crime Free Multi-Family Housing.

Other Grants

- Highway Safety Improvement Program (HSIP);
- Active Transportation Program (ATP);
- Mobile Source Air Pollution Reduction; and
- Southern California Association of Governments.

Federal STPL

- Alamo Street Improvement; and
- Clara Bridge Improvement Project.

Measure R

- Transportation marketing;
- Atlantic Improvement Phase II;
- Hartle Ave Street Improvement;
- HSIP Matching Fund; and
- Cecilia Street Improvement Project.

County Park Bond

- Playground projects.

III. Fund Balance – General Fund

The existing General Fund Reserve Policy prohibits the City from operating with less than \$2,000,000 in the General Fund. The projected General Fund balance on June 30, 2016 is expected to be \$1,850,000 which is less than the required reserve. The estimated fund balance at the Mid-Year City Budget review was \$2.5 million and that estimate has been decreased since the following revenues were not received prior to August 31, 2016. The following revenues were budgeted for FY 2015-16 and represent a shortfall in FY 2015-16 revenues and contributed to the decline of the General Fund fund balance:

	<u>(revenue shortfall)</u>
Sales Tax	(\$142,000) – unexpected further declines in diesel and gasoline fuel prices
Parking	(\$235,000) – outstanding receivable related to FY 15-16
Business License	(\$173,000) – new businesses and delinquencies which did not occur
Rental Property License	(\$90,000) – Self-reporting delinquencies which did not occur

It is expected that parking fines will be received in FY 16-17 as vehicle owners renew their registration. The City will be working with Data Ticket and Revenue Experts to expedite the collection of delinquent parking fines. It is estimated that the delinquent revenues for FY 2015-16 are \$220,000 before any fees that would be charged by Revenue Experts for the active collection of past due amounts. The estimates for business license tax revenues, rental property license, and sales tax revenues were not achieved and have been adjusted to reflect the lower estimated amounts for the next fiscal year. Since the rental property managers have never registered with the City it is not known whether or not the license tax is applicable to them. The \$92,000 represented the estimated amount for FY 2015-16. The FY 2016-17 estimated revenues are more conservative at \$50,000.

Budgeted expenditures for FY 2015-16 were \$8,482,000 while FY 2015-16 estimated unaudited actual is \$8,450,000. The most significant over/under budgets occurred in the following departments:

Over (Under) – FY 2015-16

Legal Services	\$105,000	Excess of budget
City Clerk	(\$40,000)	Vacant position for part of year
Facility Operations	(\$116,000)	Self-Insurance Retention not needed
Planning	(\$84,000)	General Plan expenditures deferred to next FY
Engineering	\$40,000	Study Administration and Cost Lar UR2's WMP
Code Enforcement	\$27,000	CDBG funding was shifted to Lugo Park leaving the General Fund to support activities otherwise reimbursable with CDBG funding
Recreation	\$40,000	Transition to Woodcraft Rangers occurred later in year than anticipated and City staff was needed for programing
Parks Maintenance	\$5,000	Transition to MCE occurred later in year than anticipated
Animal Regulation	\$6,000	Canvassing did not bring in as much as anticipated revenues to reduce the expenses
Municipal Enforcement	(\$22,000)	Personnel was reduced to one individual
Litigation	\$8,050	Court Judgement for non-issuance of business license

The decline in the General Fund balance beyond what was estimated at the mid-year budget relates to the short fall of revenues since the actual anticipated expenditures are in line with the amended FY 2015-16 expenditures.

Based upon the recommended budget the estimated General Fund fund balance would be \$934,000 at June 30,2017. As a result, the City is recommending the operating reserve requirement to be amended from requiring a \$2,000,000 operating reserve to requiring a \$900,000 operating reserve. This reduction allows the City Council and City Manager the ability to commit, assign or draw-upon General Fund balances in excess of the operating reserve to offsetting future deficits or for one-time/non-recurring expenditures. [Governmental Accounting Standards Board (GASB) Statement Number 54]. City management will meet bi-monthly to ensure that City expenditures are on track and that vendors are doing their best to monitor charges to the City and to help keep the charges to the City to a minimum. City management would meet with significant vendors such as the Sheriff's and City Attorney to explore ways to reduce the cost of services to the City.

CONCLUSION

Approval of proposed resolution adopting a City Budget to commence July 1, 2016 and end June 30, 2017 will allow City operations to proceed in accordance with FY 2016-17 City Budget.

Approval of proposed resolution amending the General Fund Reserve Policy reduces the required General Fund Reserve to \$900,000. If proposed resolution is not approved, the City runs the risk of operating below the existing \$2,000,000 General Fund Reserve limitation. If the proposed resolution is not approved, the City will continue to be in non-compliance with Resolution No. 15-31.

If the City Council does not approve the proposed resolution adopting a City Budget, then the City will not be able to continue services past October 31, 2016 unless the proposed resolution is adopted to continue processing payroll and making payments of certain invoices on a timely basis and avoid service and interest charges allowing the City to operate with the previous year’s budget including projects and programs that have been approved in FY 2015-16 by the City Council but were not budgeted in FY 2014-15.

FINANCIAL IMPACT

FY 2016-17 City Budget Summary	
General Fund estimated balance on 6/30/2016	\$ 1,850,000
FY 2015-2016 Estimated Revenues	\$ 7,413,700
FY 2015-2016 Expenditures (operating)	(\$7,413,700)
FY 2015-2016 Expenditures (use of fund balance - operating)	(915,606)
General Fund estimated fund balance at 6/30/2017	\$ 934,394

FY 2016-17 Special Revenue Funds	
FY 2016-2017 Estimated Revenues	\$ 4,910,402
FY 2016-2017 Expenditures	\$ 7,485,355

ATTACHMENTS

- A. Proposed Resolution Adopting Fiscal Year 2016-17 City Budget
- B. Proposed Resolution Amending the General Fund Reserve Policy

- C. General Fund Reserve Policy
- D. Proposed Fiscal Year 2016-17 City Budget
- E. Proposed Resolution authorizing continued expenditures, including new projects or programs, under the Fiscal Year 2015-2016 operating budget

RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, ADOPTING THE FISCAL YEAR 2016-2017 BUDGET

WHEREAS, the City of Cudahy (“City”) wishes to adopt an annual operating budget for the fiscal year beginning July 1, 2016 and ending June 30, 2017 (hereinafter, the “Budget”); and

WHEREAS, the City Manager has submitted the Budget to the City Council for Fiscal 2016-2017 with projected revenues in the amount of \$12,324,102 and anticipated expenditures in the amount of \$15,814,661; and

WHEREAS, the City Council approved the City of Cudahy General Fund Reserve Policy on September 12, 2016 establishing the reserves of the General Fund at an amount no less than Nine Hundred Thousand Dollars (\$900,000); and

WHEREAS, the General Fund Reserve Policy permits General Fund balance in excess of the reserve policy to be available for allocation subject to Council approval.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and incorporated into the body of this Resolution by this reference.

SECTION 2. The authorized Budget for the General Fund and each Special Fund of the City is hereby approved as follows:

General Fund	\$7,413,700
Use of General Fund balance	<u>\$ 915,606</u>
Total General Fund	\$8,329,306
Special Fund(s)	\$7,485,355

The City Council projects that the Fiscal Year 2016-2017 estimated revenues for each of the funds listed above shall be as follows:

General Fund	\$ 7,413,700
Special Fund(s)	\$ 4,910,402

SECTION 3. The Fiscal Year 2016-2017 comprehensive Budget as generally described under Section 2 of this Resolution, above, is more specifically detailed in that certain document entitled City of Cudahy Fiscal Year 2016-2017 City Budget which is also approved and incorporated by reference into this Resolution. For purposes of this Resolution, the aforementioned document may hereinafter be referred to as the “Approved

Fiscal Year 2016-2017 City Budget.” The Approved Fiscal Year 2016-2017 City Budget is an official record of the City and a true and correct copy of the same shall be posted on the City’s Internet website with a hard copy maintained by the City Clerk.

SECTION 4. The City Manager may amend the Approved Fiscal Year 2016-2017 City Budget administratively, subject to the following exceptions and conditions: (1) said amendments cannot result in an increase in total appropriations for the Fiscal Year 2016-2017; and (2) capital expenditure amendments of \$25,000 or more must first be approved by the City Council.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and the Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 24th Day of October 2016.

Baru Sanchez
Mayor

ATTEST:

Richard Iglesias,
Deputy City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF CUDAHY) SS:

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 16-xx was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Deputy City Clerk at a regular meeting of said Council held on the 24th day of October, 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Iglesias
Deputy City Clerk

RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING THE GENERAL FUND RESERVE POLICY FROM TWO MILLION DOLLARS (\$2,000,000) TO NINE HUNDRED THOUSAND DOLLARS (\$900,000)

WHEREAS, the City of Cudahy (“City”) adopted a General Fund Reserve Policy on June 29, 2015 (Resolution No. 15-31); and

WHEREAS, the General Fund Reserve Policy indicated the minimum General Fund Reserve Level to be at least at \$2,000,000; and

WHEREAS, the City wishes to invest in one-time programs and activities to positively improve the community’s future, well-being, quality of life, and image to the outside world, and therefore the level of General Fund operating reserve must be reduced to accommodate these expenditures; and

WHEREAS, the City desires to amend the General Fund Reserve Policy to decrease the minimum General Reserve Fund Level to Nine Hundred Thousand Dollars (\$900,000).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and incorporated into the body of this Resolution by this reference.

SECTION 2. General Fund Reserve Levels. The City Council hereby amends the General Fund Reserve Policy in Exhibit “A” of Resolution No. 15-31 (“Policy”) to require a General Fund Reserve amount of no less than One Million Dollars (\$1,000,000). The amended Policy shall read as follows:

- A. The City will set aside funds into designated reserves to address unforeseen emergencies or disasters and, significant changes in the economic environment.
- B. The City commits to maintaining the reserves of General Fund annual operating expenditures at an amount of no less than Nine Hundred Thousand (\$900,000). The General Fund Reserve Policy is reviewed by the City Council as part of the annual operating budget review and adoption process. Appropriations of any General Fund reserves require formal Council authorization.

- C. Should a catastrophic disaster or loss of a significant source of the City's revenue occur, the required reserve level should be adequate to meet the City's immediate financial needs.

SECTION 3. Excess Fund Balance. The City Council hereby amends the General Fund Reserve Policy in **Exhibit "A"** of Resolution Resolution No. 15-31 to require the excess fund balance that approved by the City Council to be assigned and available indefinitely for the Council approved purpose. The amended General Fund Reserve Policy shall read as follows:

- A. At the end of each fiscal year, the Finance Department reports on the audited year-end budgetary fiscal results. Should actual General Fund revenues exceed expenditures and encumbrances, a year-end operating surplus shall be reported. Any year-end surplus that results in the General Fund fund balance exceeding the level required by the reserve policy shall be available for allocation for the following, subject to Council approval:

- Offset projected future deficits
- Anticipated intergovernmental fiscal impacts
- One-time funding, non-recurring needs

- B. Items that are approved under this section shall be considered assigned and limits the use of the General Fund balance for the specific approval.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council and the Interim Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 24th day of October 2016.

Baru Sanchez
Mayor

ATTEST:

Richard Iglesias,
Deputy City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF CUDAHY) SS:

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Deputy City Clerk at a regular meeting of said Council held on the 24th October, 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Iglesias,
Deputy City Clerk

CITY OF CUDAHY

GENERAL FUND RESERVE POLICY**BACKGROUND:**

General Fund reserves are classified into two categories: Restricted and Designated. Restricted reserves are those that are not considered available due to financial, accounting, or legal restrictions. Designated reserves are established by Council policy for an intended purpose and are available for use per Council direction.

In addition, the Governmental Accounting Standards Board (GASB) Statement 54 Fund Reporting and Governmental Fund Type Definitions requires that the City categorize fund balances according to the following components:

- Nonspendable fund balance (inherently nonspendable)
- Restricted fund balance (externally enforceable limitations on use)
- Committed fund balance (self-imposed limitations on use)
- Assigned fund balance (limitation resulting from intended use)
- Unassigned fund balance (residual net resources)

GUIDING PRINCIPLES:

Following sound financial practices and adhering to the Government Finance Officers' of American (GFOA) recommendations, the City's designated reserves include reserves for known and unknown contingencies, which take into consideration the:

- Diversity of revenue base
- Cyclical nature of revenue
- Changes in community priorities
- Frequency of budget surpluses/deficits
- Cash flow management practices

POLICY PURPOSE:

The purpose of this policy is to establish a target minimum level of designated reserves in the General Fund to:

- Reduce the risk of financial impacts resulting from a natural disasters or other catastrophic events;
- Respond to the challenges of a changing economic environment, including prolonged downturns in the local, state, or national economy; and

- Demonstrate continued prudent fiscal management and creditworthiness.

POLICY:

General Fund Reserve Levels

The City will set aside funds into designated reserves to address unforeseen emergencies or disasters and, significant changes in the economic environment.

The City commits to maintaining the reserves of General Fund annual operating expenditures at an amount of no less than Two Million Dollars (\$2,000,000). The General Fund Reserve Policy is reviewed by the City Council as part of the annual operating budget review and adoption process. Appropriations of any General Fund reserves require formal Council authorization.

Should a catastrophic disaster or loss of a significant source of the City's revenue occur, the required reserve level should be adequate to meet the City's immediate financial needs.

Excess Fund Balance

At the end of each fiscal year, the Finance Department reports on the audited year-end budgetary fiscal results. Should actual General Fund revenues exceed expenditures and encumbrances, a year-end operating surplus shall be reported. Any year-end surplus that results in the General Fund fund balance exceeding the level required by the reserve policy shall be available for allocation for the following, subject to Council approval:

- Offset projected future deficits
- Anticipated intergovernmental fiscal impacts
- One-time funding, non-recurring needs

Items that are Council approved under this section shall be considered assigned and limits the use of the fund balance for the specific approval.

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2016-2017**

ESTIMATED REVENUE FUNDS - BY SOURCE

	ACTUAL 2013-14	ACTUAL 2014-15	Original Budget	Amended 2015-16	Recommended 2016-17
<u>GENERAL FUND</u>					
TAXES					
Sales Tax	\$ 1,140,852	1,306,630	1,373,500	1,181,000	1,249,000
001-0000-4110.000					
AB 1186 Revenue	103	157	100	100	1,000
001-0000-4112.000					
Property Transfer Tax	5,655	21,822	6,000	6,000	10,000
001-0000-4115.000					
Subsidy for No Property Tax Cities	190,212	460,931	185,000	185,000	240,000
001-0000-4118.000					
Transient Occupancy Tax	54,854	54,031	52,000	52,000	60,000
001-0000-4120.000					
Utility Users tax	1,170,978	1,347,876	1,178,200	1,178,200	1,005,000
001-0000-4175.000					
	<u>2,562,654</u>	<u>3,191,448</u>	<u>2,794,800</u>	<u>2,602,300</u>	<u>2,565,000</u>
FRANCHISE FEES	<u>165,641</u>	<u>308,789</u>	<u>175,000</u>	<u>175,000</u>	<u>214,200</u>
001-0000-4170.000					
INTERGOVERNMENTAL REVENUES:					
Motor-Vehicle in-Lieu	2,256,184	2,349,738	2,349,000	2,473,000	2,480,000
001-0000-4610.000					
Prop A Exchange	225,000	225,000	-	-	0
001-0000-4690.000					
State Mandated Cost Reimbursement	3,971	5,564	6,000	6,000	7,000
001-0000-4922.000					
	<u>2,485,155</u>	<u>2,580,302</u>	<u>2,355,000</u>	<u>2,479,000</u>	<u>2,487,000</u>
FINES & FORFEITURES:					
Court Fines General	36,526	14,323	20,000	20,000	15,000
001-0000-4210.000					
On Street Parking Fines	145,743	123,020	400,000	400,000	300,000
001-0000-4225.000					
Vehicle Impound Fees	8,000	5,200	14,000	14,000	14,000
001-0000-4250.000					
	<u>190,269</u>	<u>142,543</u>	<u>434,000</u>	<u>434,000</u>	<u>329,000</u>
BUILDING & SAFETY:					
Building Permits	40,469	57,900	95,000	95,000	90,000
001-0000-4180.000					
Electrical Permits	12,335	14,507	28,500	28,500	10,000
001-0000-4185.000					
Temporary Use Permit	270	1,410	4,000	4,000	3,000
001-0000-4186.000					
Plumbing Permits	7,556	12,211	13,300	13,300	7,000
001-0000-4187.000					
Heating Permits	4,472	9,299	8,550	8,550	5,000
001-0000-4188.000					
Sewer Permits	-	-	0	0	0
001-0000-4189.000					
Street Excavation Permits	16,180	19,890	30,400	30,400	80,000
001-0000-4190.000					
Pre-sale Inspection Fee	34,806	6,823	50,000	50,000	10,000
001-0000-4191.000					
Other License and Permits	2,565	2,935	0	0	0
001-0000-4192.000					
Occupancy Transfer Fee	1,435	-	0	0	0
001-0000-4193.000					
	<u>120,088</u>	<u>124,975</u>	<u>229,750</u>	<u>229,750</u>	<u>205,000</u>
USE OF MONEY/PROPERTY:					
Facility Rental	27,057	22,481	30,000	30,000	25,000
001-0000-4903.000					
Interest Income	4,536	8,154	4,500	4,500	6,000
001-0000-4908.000					
Property Rental Income	12,611	33,135	32,000	32,000	35,000
001-0000-4960.000					

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2016-2017**

ESTIMATED REVENUE FUNDS - BY SOURCE

	ACTUAL 2013-14	ACTUAL 2014-15	Original Budget	Amended 2015-16	Recommended 2016-17
Rent-Cable Rent 001-0000-4965.000	58,445	76,905	65,000	65,000	75,000
Sale of Vehicle 001-0000-4973.000			5,000	5,000	
Sale of Property 001-0000-4974.000					700,000
Yard Sales 001-0000-4975.000	4,295	3,970	4,000	4,000	3,500
	<u>106,944</u>	<u>144,644</u>	<u>140,500</u>	<u>140,500</u>	<u>844,500</u>
CHGS FOR SVCS-PLANNING/ENGINEER					
CUP/ Variance Fee 001-0000-4812.000	5,700	11,340	18,000	18,000	10,000
Development Review 001-0000-4814.000	700	3,325	5,000	5,000	7,000
Sign Review Fee 001-0000-4815.000	600	1,540	2,700	2,700	1,000
Enviromental Review Fee 001-0000-4818.000	150	-	0	0	0
Preliminary Project Review 001-0000-4819.000	331	-	3,000	3,000	3,000
Subdivision / Tentative Map 001-0000-4820.000	280	390	0	0	0
Tentative Map Fees 001-0000-4825.000	-	-	0	0	0
Plan Check 001-0000-4830.000	20,559	27,963	35,000	35,000	50,000
	<u>28,320</u>	<u>44,558</u>	<u>63,700</u>	<u>63,700</u>	<u>71,000</u>
CHARGES FOR SERVICES (MISC)					
Swap Meet Permits 001-0000-4904.000	274,073	132,848	133,000	133,000	120,000
Fitness Membership Fee 001-0000-4940.000	15,903	14,896	14,000	14,000	15,000
Youth Sports Registration 001-0000-4990.000	21,587	23,957	80,000	80,000	20,000
Adult Recreation Classes 001-0000-4995.000	4,813	6,061	5,000	5,000	5,000
	<u>316,376</u>	<u>177,762</u>	<u>232,000</u>	<u>232,000</u>	<u>160,000</u>

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2016-2017**

ESTIMATED REVENUE FUNDS - BY SOURCE

	ACTUAL 2013-14	ACTUAL 2014-15	Original Budget	Amended 2015-16	Recommended 2016-17
LICENSES & PERMITS					
Business Licenses	168,348	356,965	325,000	325,000	250,000
001-0000-4151.000					
Business Licenses - Cell Towers - Delinquent	-	-	96,000	96,000	-
001-0000-4151.001					
Adult Boxing	8,735	6,655	6,000	6,000	6,500
001-0000-4152.000					
Rental Property License/Permit	53,882	100,066	80,000	80,000	82,000
001-0000-4155.000					
Rental Property License/Permit - Delinquent	-	-	90,000	90,000	50,000
01-860-37-3704					
	<u>230,965</u>	<u>463,687</u>	<u>597,000</u>	<u>597,000</u>	<u>388,500</u>
OTHER					
Excursion Fees	422	1,628	500	500	500
001-0000-4901.000					
Miscellaneous	3,396	382,541	4,000	4,000	40,000
001-0000-4910.000					
Industrial Waste Fee	4,797	6,026	4,800	4,800	5,000
001-0000-4918.000					
Reimbursed Expenses	5,693	80,341	10,000	10,000	60,000
001-0000-4920.000					
Reimbursed Dial-A-ride	150	-	0	0	0
001-0000-4920.01.000					
Contributions	-	-	-	-	20,000
001-0000-4916.000					
Litigation	23,800	26,000	24,000	24,000	24,000
001-0000-4980.000					
	<u>38,258</u>	<u>496,536</u>	<u>43,300</u>	<u>43,300</u>	<u>149,500</u>
TOTAL GENERAL FUND REVENUE	<u>\$ 6,244,670</u>	<u>7,675,244</u>	<u>7,065,050</u>	<u>6,996,550</u>	<u>7,413,700</u>
<u>SPECIAL REVENUE FUNDS</u>					
Fund: 201 - Gas Tax Fund					
Gas Tax 2105	\$ 162,123	140,989	115,000	115,000	135,000
201-0000-4310.000					
Gas Tax 2106	76,991	87,769	80,000	80,000	80,000
201-0000-4311.000					
Gas Tax 2107	169,409	180,440	155,000	155,000	160,000
201-0000-4312.000					
Gas Tax 2107.5	-	6,000	6,000	6,000	5,000
201-0000-4313.000					
Gas Tax 2103	324,894	240,956	300,000	300,000	150,000
201-0000-4314.000					
Interest Income	2,046	2,461	4,000	4,000	2,000
201-0000-4908.000					
SUB-TOTAL	<u>735,463</u>	<u>658,615</u>	<u>660,000</u>	<u>660,000</u>	<u>532,000</u>
Fund: 235 - Other Grants					
State Reimbursement HSIP	-	-	57,600	57,600	673,200
235-0000-4456.000					
State Reimbursement ATP	-	-	98,000	98,000	1,218,100
235-0000-4457.000					
State Reimbursement SPG	-	-	105,000	105,000	60,500
235-0000-4458.000					
Mobile Source Air Pollution Reduction	-	-	-	-	73,500
235-0000-4xxx.000					
So. Cal. Association of Governments	-	-	-	-	73,500
235-0000-4xxx.000					
Call for Projects	-	-	-	-	11,225
235-0000-4xxx.000					
SUB-TOTAL	-	-	260,600	260,600	2,110,025

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2016-2017**

ESTIMATED REVENUE FUNDS - BY SOURCE

	ACTUAL 2013-14	ACTUAL 2014-15	Original Budget	Amended 2015-16	Recommended 2016-17
Fund: 240 - Prop 1B Local St. Improvements					
Prop 1B Local St & Road F	-	-	0	0	0
240-0000-4580.000		-			
Interest Income	1,039	972	750	750	750
240-0000-4908.000					
SUB-TOTAL	<u>1,039</u>	<u>972</u>	<u>750</u>	<u>750</u>	<u>750</u>
Fund: 251 - Proposition C					
Sales Tax	339,453	353,728	335,000	335,000	350,000
251-0000-4110.000		-			
Interest Income	158	461	250	250	350
251-0000-4908.000					
Bus Fare Revenues	27,823	30,467	30,000	30,000	30,000
251-0000-4915.000					
SUB-TOTAL	<u>367,434</u>	<u>384,656</u>	<u>365,250</u>	<u>365,250</u>	<u>380,350</u>
Fund: 252 - Proposition A					
Sales Tax	407,544	424,677	418,000	418,000	430,000
252-0000-4110.000		-			
Interest Income	1,191	1,329	1,000	1,000	1,000
252-0000-4908.000		-			
Incentive Program	45,057	-	20,000	20,000	20,000
252-0000-4911.000		-			
Sale of Vehicle	-	-	-	-	-
252-0000-4973.000					
SUB-TOTAL	<u>453,792</u>	<u>426,006</u>	<u>439,000</u>	<u>439,000</u>	<u>451,000</u>
Fund: 253 - Measure R					
MEASURE R	252,282	264,254	258,000	258,000	270,000
253-0000-4370.000		-			
Interest Income	615	1,137	500	500	1,000
253-0000-4908.000					
SUB-TOTAL	<u>252,897</u>	<u>265,391</u>	<u>258,500</u>	<u>258,500</u>	<u>271,000</u>
Fund: 255 - TDA-Transportation Development					
TDA Allocation	-	21,297	50,000	50,000	69,252
255-0000-4380.000					
Interest Income	-	-	-	-	-
255-0000-4908.000					
SUB-TOTAL	<u>-</u>	<u>21,297</u>	<u>50,000</u>	<u>50,000</u>	<u>69,252</u>
Fund: 257 - A.Q.M.D.					
AQMD AB2766 Allocation	21,329	37,630	25,000	25,000	28,000
257-0000-4350.000					
Interest Income	45	67	50	50	100
257-0000-4908.000					
SUB-TOTAL	<u>21,374</u>	<u>37,697</u>	<u>25,050</u>	<u>25,050</u>	<u>28,100</u>
Fund: 260 - Used Oil Grant					
Used Oil Grant	6,927	-	7,000	7,000	-
260-0000-4390.000					
Interest Income	15	33	-	-	-
260-0000-4908.000					
SUB-TOTAL	<u>6,942</u>	<u>33</u>	<u>7,000</u>	<u>7,000</u>	<u>-</u>
Fund: 261/262 - Recycling Beverage Container					
California Beverage Container	6,698	-	-	-	6,466
261-0000-4392.000					
Interest Income	10	14	-	-	10
260-0000-4908.000					
SUB-TOTAL	<u>6,708</u>	<u>14</u>	<u>-</u>	<u>-</u>	<u>6,476</u>
Fund: 270 - C.O.P.S					
COPS Grant	100,000	106,230	100,000	100,000	100,000
270-0000-4460.000					
Interest Income	56	332	-	-	-
270-0000-4908.000					
SUB-TOTAL	<u>100,056</u>	<u>106,562</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>

**CITY OF CUDAHY
PROPOSED BUDGET
FY 2016-2017**

ESTIMATED REVENUE FUNDS - BY SOURCE

	ACTUAL 2013-14	ACTUAL 2014-15	Original Budget	Amended 2015-16	Recommended 2016-17
Fund: 280 - County Park Bond					
County Proposition A - Lugo Park	-	-	280,000	280,000	-
County Proposition A - Cudahy Baseball Grant	-	-	26,000	26,000	-
Other	-	-	-	-	80,000
SUB-TOTAL	<u>-</u>	<u>-</u>	<u>306,000</u>	<u>306,000</u>	<u>80,000</u>
Fund: 390 - Quimby Act Fund					
Quimby Act Fee	-	-	60,000	60,000	60,000
390-0000-4840.000	-	-	-	-	-
SUB-TOTAL	<u>-</u>	<u>-</u>	<u>60,000</u>	<u>60,000</u>	<u>60,000</u>
Fund: 300 - Cal Home					
CDBG - Program Income	(30,105)	-	-	-	-
300-0000-4550.000	-	-	-	-	-
Cal Home Rehab Loan Repa	-	-	-	-	-
300-0000-4551.000	-	-	-	-	-
Interest Income	320	171	-	-	-
300-0000-4908.000	-	-	-	-	-
SUB-TOTAL	<u>(29,785)</u>	<u>171</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund: 350 - Street Lighting Fund					
Street Lighting Assessment	-	-	-	-	75,244
350-0000-4955.000	-	-	-	-	-
Interest Income	-	-	-	-	80
350-0000-4908.000	-	-	-	-	-
SUB-TOTAL	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>75,324</u>
Fund: 510 - Community Dev. Block Grant					
CDBG - Code Enforcement	61,013	84,352	175,000	175,000	121,123
510-0000-4512.000	-	-	-	-	-
Housing Rehabilitation -S	59,056	102,860	100,000	100,000	132,456
510-0000-4515.000	-	-	-	-	-
Multi-family Rehab	-	-	-	-	-
510-0000-4516.000	-	-	-	-	-
Food Distribution Program	45,959	32,841	27,604	27,604	28,611
510-0000-4518.000	-	-	-	-	-
Business Assistance	20,403	23,334	23,403	23,403	23,403
510-0000-4524.000	-	-	-	-	-
Seniors or Youth Services	-	18,284	-	-	20,268
510-0000-4525.000	-	-	-	-	-
Family & Individual Counseling	13,045	18,284	21,730	21,730	-
510-0000-4525.000	-	-	-	-	-
ADA Upgrades	-	-	194,947	194,947	-
510-0000-4xxx.000	-	-	-	-	-
Lugo Park Restroom	-	7,048	75,000	75,000	-
510-0000-4526.000	-	-	-	-	-
Lugo Park Renovation	-	23,019	362,531	362,531	-
510-0000-4530.000	-	-	-	-	-
SUB-TOTAL	<u>199,476</u>	<u>310,022</u>	<u>980,215</u>	<u>980,215</u>	<u>325,861</u>
Fund: 515 - Federal STPL					
Federal STPL	0	1,792,778	0	0	420,264
280-0000-4450.000	-	-	-	-	-
SUB-TOTAL	<u>0</u>	<u>1,792,778</u>	<u>0</u>	<u>0</u>	<u>420,264</u>
TOTAL SPECIAL REVENUE	<u>\$ 2,108,688</u>	<u>4,004,199</u>	<u>3,512,365</u>	<u>3,512,365</u>	<u>4,910,402</u>
TOTAL ALL FUNDS	<u>\$ 8,353,358</u>	<u>11,679,443</u>	<u>10,577,415</u>	<u>10,508,915</u>	<u>12,324,102</u>

**CITY OF CUDAHY
ADOPTED BUDGET
FY 2016-2017**

EXPENDITURE APPROPRIATIONS
BY FUNDING SOURCE

PROGRAM	ACTUAL 2013-14	ACTUAL 2014-15	ORIGINAL 2015-16	AMENDED 2015-16	Recommended 2016-17
<u>GENERAL FUND</u>					
Accounting	\$ 135,146	108,664	148,879	149,948	148,412
Animal Regulation	65,206	52,148	30,000	30,000	60,000
Building Maintenance	103,409		-	-	
Building Regulation	112,693	172,933	179,500	172,375	140,349
Business Assistance Program	-		-	-	
Business License	60,872	78,775	67,068	64,867	57,730
City Attorney	506,490	300,000	300,000	300,000	250,000
City Clerk	136,182	115,640	144,567	108,488	87,940
City Council	162,152	139,326	115,133	172,158	141,961
City Manager	439,842	253,329	311,563	351,596	140,860
City Treasurer	-		-	-	
Community Development Dept.	177,638	2,048	-	-	70,414
Community Preservation	-	-	-	63,052	21,263
Community Promotion	4,290		-	-	
Crossing Guards (moved to special funds)	-	-	36,200	36,200	-
Elections	-		-	-	68,000
Engineering	111,287	189,937	190,669	190,135	242,150
Facilities Operations	409,305	766,480	979,309	1,070,165	1,153,452
Finance Administration	68,730	46,802	226,277	156,277	157,038
Lugo Fitness Center	2,923		-	-	
Lugo Park	616		-	-	
Municipal Enforcement	116,603	98,294	89,195	89,465	69,383
Parks Maintenance	384,860	265,308	217,407	289,840	302,015
Personnel	71,566	287,144	320,360	492,115	433,154
Planning	95,450	53,417	487,620	323,441	341,350
Police Services	3,522,744	3,564,182	3,703,294	3,687,767	4,040,938
Purchasing	29,621	21,470	36,344	36,344	-
Recreation	405,051	412,373	639,020	697,626	402,898
Volunteers On Patrol	1,767	600	-	-	
Total General Fund Expenditures	<u>\$ 7,124,442</u>	<u>6,928,870</u>	<u>8,222,405</u>	<u>8,481,859</u>	<u>8,329,306</u>
<u>PROP A TRANSPORTATION</u>					
City Manager	\$ -	-	11,169	11,169	11,169
Finance Administration	-	-	8,517	8,517	8,517
Accounting	3,836	5,395	4,302	4,302	4,302
Purchasing	2,010	1,439	2,310	2,310	-
Engineering					13,500
Excursions	3,895		5,000	5,000	10,000
Orange Line Rail Transit	4,460		8,000	8,000	9,000

**CITY OF CUDAHY
ADOPTED BUDGET
FY 2016-2017**

**EXPENDITURE APPROPRIATIONS
BY FUNDING SOURCE**

PROGRAM	ACTUAL 2013-14	ACTUAL 2014-15	ORIGINAL 2015-16	AMENDED 2015-16	Recommended 2016-17
Transportation Marketing					30,000
Dial-A-Ride	37,784		43,030	43,030	40,000
ADA Improvements and one stop project					150,000
Citywide Bus Stop Improvement Project	-		-	-	100,000
	<u>51,984</u>		<u>82,328</u>	<u>82,328</u>	<u>376,488</u>
PROP C					
City Manager	-	-	11,169	11,169	11,169
Finance Administration	-	-	1,496	1,496	1,496
Accounting	3,836	5,395	4,302	4,302	4,302
Purchasing	2,010	1,439	2,310	2,310	-
Engineering					17,500
Bus Passes	39,918		50,000	50,000	55,000
City Membership					14,000
Freeway 710 Study	10,000		11,000	11,000	11,000
Transportation Marketing					30,000
Atlantic Improvement Phase I	-		61,200	61,200	160,000
Excursions	-		5,000	5,000	5,000
PCAM	167,111		167,110	167,110	178,000
Patata Street Improvement Project	167,111		167,110	167,110	185,000
	<u>389,985</u>		<u>480,697</u>	<u>480,697</u>	<u>672,467</u>
SUCCESSOR AGENCY					
City Manager	-	-	44,672	44,672	47,447
Finance Administration	43,737	29,783	61,901	61,901	61,681
Accounting	15,343	21,580	21,509	21,509	21,509
	<u>59,080</u>		<u>128,082</u>	<u>128,082</u>	<u>130,637</u>
HOUSING SUCCESSOR AGENCY					
City Manager	-	-	-	-	11,861
Contractual	-	-	-	-	50,000
Land Purchase	-	-	-	-	800,000
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>861,861</u>
GAS TAX FUNDS					
City Manager	-	-	48,764	48,764	51,419
Personnel	-	-	-	13,341	-
Finance Administration	12,496	8,510	26,596	26,596	26,596
Accounting	15,343	21,580	31,589	31,589	31,589
Purchasing	8,038	5,757	9,240	9,240	-
Community Development	-	-	-	-	26,226
Planning	-	-	-	-	-
Building Regulation	-	-	-	-	-
Community Preservation	-	-	-	5,459	20,918
Facility Operations	-	-	-	-	21,000
Engineering	-	-	25,640	25,640	25,640
Street Maintenance (see Dept 4425)	472,876	546,356	982,844	970,344	961,007
City-wide striping					80,000
City-wide street repair and maintenance					100,000
Traffic Sign Study					50,000
City-wide Traffic Signs					50,000
	<u>508,754</u>	<u>582,203</u>	<u>1,124,673</u>	<u>1,130,973</u>	<u>1,444,395</u>
CDBG					
Business Assistance (Personnel)	24,611	34,478	6,636	6,636	-
Business Assistance (Business License)	15,218	-	16,767	16,767	23,403
Housing Rehab SFD	95,600		100,000	17,533	132,456

**CITY OF CUDAHY
ADOPTED BUDGET
FY 2016-2017**

**EXPENDITURE APPROPRIATIONS
BY FUNDING SOURCE**

PROGRAM	ACTUAL 2013-14	ACTUAL 2014-15	ORIGINAL 2015-16	AMENDED 2015-16	Recommended 2016-17
Community Preservation	27,703	-	175,000	75,000	121,123
Food Distribution	-		28,611	-	28,611
Clara Street Park Senior or Youth					20,268
JADE	22,000		24,165	24,165	-
Lugo Park Restroom Rehabilitation	-		75,000	75,000	-
Lugo Park Soccer Field	-		362,531	362,531	-
Bedwell Hall Re-Roofing Program	-		157,106	157,106	-
ADA Upgrades	-		-	-	-
	<u>185,132</u>		<u>945,816</u>	<u>734,738</u>	<u>325,861</u>
<u>DRUG ASSET SEIZURE FUND</u>	<u>-</u>		<u>-</u>	<u>16,000</u>	<u>16,100</u>
<u>OTHER GRANTS</u>					
State Reimbursement HSIP 6	-		688,800	688,800	643,200
State Reimbursement HSIP 7					30,000
State Reimbursement ATP 1			1,271,000	1,271,000	1,207,100
State Reimbursement ATP 2					11,000
State Reimbursement SPG			110,759	110,759	60,500
MSRC					73,500
SCAG	-		-	-	73,500
Call For projects 2015	-		-	-	11,225
	<u>-</u>		<u>2,070,559</u>	<u>2,070,559</u>	<u>2,110,025</u>
<u>PROP 1B LOCAL ST. IMPROVEMENTS</u>					
Fostoria/River/Cecelia/Crafton	-		255,567	255,567	-
Alamo Street Improvement	-		61,750	61,750	-
Walker Avenue Improvement	-		67,275	67,275	-
	<u>-</u>		<u>384,592</u>	<u>384,592</u>	<u>-</u>
<u>Federal STPL</u>					
Alamo Street Improvement	-		-	-	107,629
Clara Bridge Improvement Project	-		-	-	250,000
	<u>-</u>		<u>-</u>	<u>-</u>	<u>357,629</u>
<u>MEASURE R</u>					
Engineering	124,923		-	-	14,357
Transportation Marketing					30,000
Atlantic Improvement Phase II			100,000	177,000	200,000
Hartle Ave Street Improvement					300,000
HSIP Matching Fund					65,000
Cecilia Street Improvement Project	-		-	-	180,000
	<u>124,923</u>		<u>100,000</u>	<u>177,000</u>	<u>789,357</u>
<u>TDA-Transportation Development</u>	<u>-</u>		<u>-</u>	<u>-</u>	<u>69,252</u>
<u>A.Q.M.D</u>	<u>19,934</u>		<u>19,200</u>	<u>19,200</u>	<u>25,900</u>
<u>Used Oid Grant</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,000</u>
<u>Recycling Beverage Container</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>19,133</u>
<u>C.O.P.S</u>	<u>-</u>		<u>-</u>	<u>100,000</u>	<u>100,000</u>

COUNTY PARK BOND

**CITY OF CUDAHY
ADOPTED BUDGET
FY 2016-2017**

EXPENDITURE APPROPRIATIONS
BY FUNDING SOURCE

PROGRAM	ACTUAL 2013-14	ACTUAL 2014-15	ORIGINAL 2015-16	AMENDED 2015-16	Recommended 2016-17
Clara Street Park	-		26,427	26,427	-
Clara Street Park Phase III Playground	2,000		1,625,000	1,625,000	80,000
Lugo Park Renovation	-		250,000	250,000	-
	<u>2,000</u>		<u>1,901,427</u>	<u>1,901,427</u>	<u>80,000</u>
 <u>STREET LIGHTING</u>					
Street Lighting	<u>100,376</u>		<u>102,250</u>	<u>102,250</u>	<u>102,250</u>
 <u>SB821</u>					
<u>LPDM GRANT</u>					
Facility Operations	<u>5,000</u>		<u>-</u>	<u>-</u>	<u>-</u>
Total Special Revenue Expenditure	<u>\$ 1,447,169</u>		<u>7,339,624</u>	<u>7,327,846</u>	<u>7,485,355</u>
 TOTAL PROGRAM EXPENDITURES	 <u>\$ 8,446,688</u>		 <u>15,462,029</u>	 <u>15,616,705</u>	 <u>15,814,661</u>

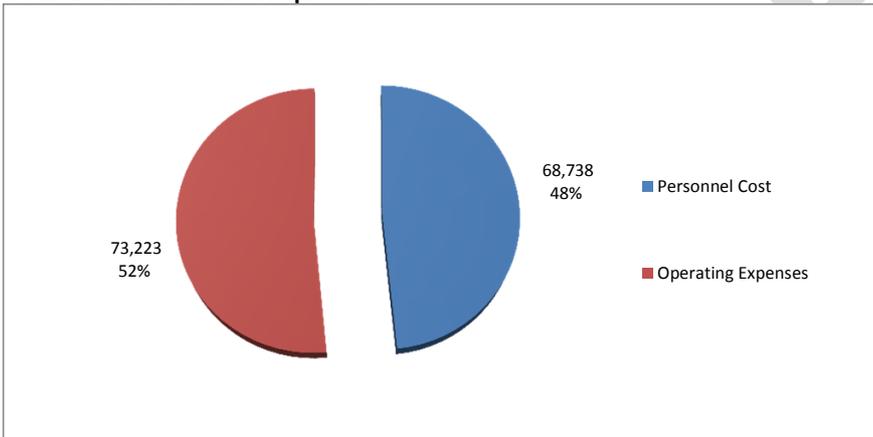
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CITY COUNCIL

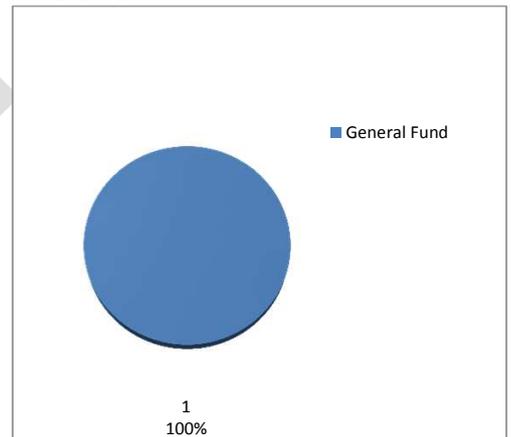
Department 4001: City Council
Establishes City policy

DEPARTMENT SUMMARY

FY 2016-2017 Amount Requested



FY 2016-17: Resources Allocated



	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
RESOURCES ALLOCATED					
Personnel Costs	59,021	61,900	69,093	72,655	68,738
Operating Expenses	103,131	77,426	46,040	99,503	73,223
Total:	\$ 162,152	\$ 139,326	\$ 115,133	\$ 172,158	\$ 141,961

	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
PROGRAM FINANCING					
General Fund	162,152	139,326	115,133	172,158	141,961
Total:	\$ 162,152	\$ 139,326	\$ 115,133	\$ 172,158	\$ 141,961

CITY COUNCIL

Dept. 4001: City Council

STATEMENT OF PURPOSE

To establish policy and determine the most effective use of limited resources that meet community and organizational needs.

BUDGET SUMMARY	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
Personnel Costs	59,021	61,900	69,093	72,655	68,738
Operating Expenses	103,131	77,426	46,040	99,503	73,223
Total:	\$ 162,152	\$ 139,326	\$ 115,133	\$ 172,158	\$ 141,961

FUNDING SOURCES	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
General Fund	162,152	139,326	115,133	172,158	141,961
Total:	\$ 162,152	\$ 139,326	\$ 115,133	\$ 172,158	\$ 141,961

KEY PROGRAM GOALS

1. Evaluate and adopt City expenditures that strengthen an already strong fiscal position.
 2. Establish City priorities for implementation and accountability.
 3. Support civic engagement opportunities that foster community and neighborhood vitality.
 4. Represent City interests skillfully on regional issues.
 5. Meet all requirements of the Brown Act and adopted City Council protocols.
-

KEY WORKLOAD MEASURES

Meetings held.
Budgets prepared and adopted.

FOOTNOTES:

EXPENDITURE DETAIL

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
PERSONNEL COSTS					
ACCT.					
5100 Council Members	22,097	28,235	29,016	29,016	29,016
5120 Retirement	1,920	299	1,936	1,936	1,863
5125 Medicare Tax	717	741	421	421	421
5130 Medical Insurance	31,143	30,412	34,848	38,410	34,848
5133 Dental Insurance	2,122	1,737	2,252	2,252	1,950
5134 Disability Insurance	91	-	-	-	-
5137 Vision Insurance	582	476	620	620	640
5138 Life Insurance	349	-	-	-	-
Total:	\$ 59,021	\$ 61,900	\$ 69,093	\$ 72,655	\$ 68,738
OPERATING EXPENSES					
ACCT.					
5118 Auto Allowance	21,750	22,875	22,500	22,500	22,500
6080 Office Supplies	531	120	-	52	-
6085 Plaques and Badges	475	105	2,040	2,040	2,040
6312 Memberships	238	6,401	6,500	6,911	9,683
6391 Travel and Meeting Expense	17,293	21,028	15,000	25,000	5,000
6392 Training and Education	8,388	550	-	-	-
6720 Contractual	34,456	26,347	-	15,000	10,000
6753 Legislative Advocate	20,000	-	-	28,000	24,000
Total:	\$ 103,131	\$ 77,426	\$ 46,040	\$ 99,503	\$ 73,223

ACCOUNT MODIFICATIONS

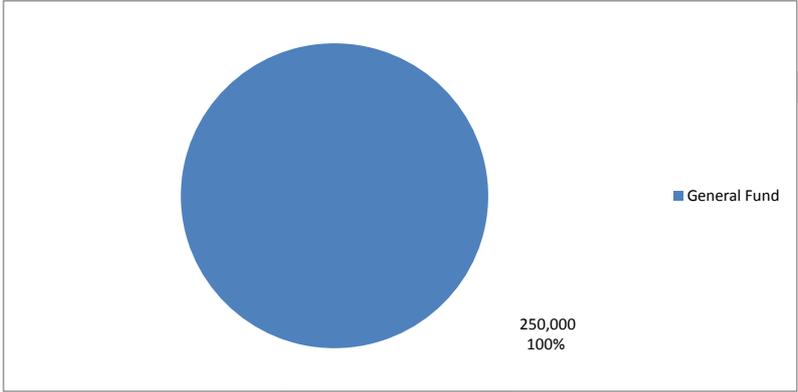
CITY OF CUDAHY BUDGET WORKSHEET FY 2016-2017		
ACCT. NO.	DESCRIPTION	CITY COUNCIL
	DEPT. 4001	
	SALARIES AND BENEFITS	
5100	City Council (\$483.60/mo. x 5 members x 12 mos.)	29,016
5120	Retirement	1,863
5125	Medicare Tax	421
5130	Medical Insurance	34,848
5133	Dental Insurance	1,950
5137	Vision Insurance	640
	TOTAL	68,738
	MAINTENANCE AND OPERATIONS	
5118	Auto Allowance \$375 per Council Member each month	22,500
	TOTAL	22,500
6085	Plaques and Badges	
	Badges (\$20 each x 5 Council Members)	100
	Plaques (\$19 each x 5 Council Members)	95
	Names Plates and Holders	200
	Photos/Frames	200
	Additional Supplies	100
	City Lapel Pins (The Pin Center)	345
	Business Cards	1,000
	TOTAL	2,040
6312	Memberships	
	Council Memberships	
	NALEO (\$100 Each x 5 Council Members)	500
	Contract Cities	3,150
	League of Cities	3,650
	Southern California Association of Governments	2,383
	TOTAL	9,683
6391	Travel and Meeting	
	5 Council Members receive up to \$1,000 each for conferences.	5,000
	Subtotal:	5,000
	TOTAL	5,000
6720	Consultants	
	Public Relations	5,000
	Community Relation	5,000
	TOTAL	10,000
6753	Legislative Advocate	
	City and Successor Agency Issues	24,000
	Subtotal:	24,000
	6 months to December 31, 2016	
	TOTAL	24,000

CITY ATTORNEY

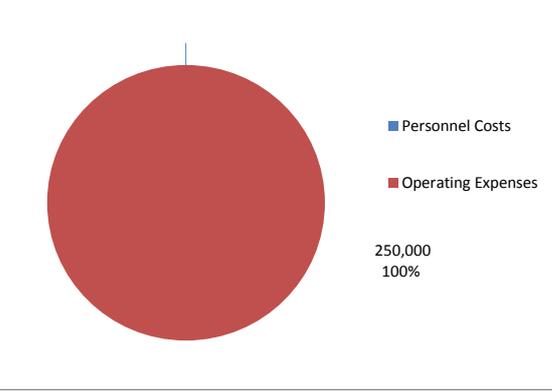
Department 4005: City Attorney
Advises on legal matters.

DEPARTMENT SUMMARY

FY 2016-17: Adopted Program Financing



FY 2016-17: Adopted Resources Allocated



	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16
RESOURCES ALLOCATED				
Personnel Costs	-	-	-	-
Operating Expenses	506,490	506,490	300,000	300,000
Total:	\$ 506,490	\$ 506,490	\$ 300,000	\$ 300,000
PROGRAM FINANCING				
General Fund	506,490	506,490	300,000	300,000
Total:	\$ 506,490	\$ 506,490	\$ 300,000	\$ 300,000

Recommended 2016-17
-
250,000
\$ 250,000
250,000
\$ 250,000

CITY ATTORNEY

Dept. 4005: City Attorney

STATEMENT OF PURPOSE

To advise the City Council and the City Manager in all legal matters pertaining to City operations; to represent the City before courts of law and administrative agencies; and to negotiate on behalf of the City where required by the City Council.

BUDGET SUMMARY	<i>ACTUAL</i>	<i>ACTUAL</i>	<i>Original</i>	<i>Amended</i>	<i>Recommended</i>
	2013-14	2014-15	2015-16	2015-16	
Personnel Costs	-	-	-	-	-
Operating Expenses	506,490	355,570	300,000	300,000	250,000
Total:	\$ 506,490	\$ 355,570	\$ 300,000	\$ 300,000	\$ 250,000

FUNDING SOURCES	<i>ACTUAL</i>	<i>ACTUAL</i>	<i>Original</i>	<i>Amended</i>	<i>Recommended</i>
	2013-14	2014-15	2015-16	2015-16	
General Fund	506,490	355,570	300,000	300,000	250,000
Total:	\$ 506,490	\$ 355,570	\$ 300,000	\$ 300,000	\$ 250,000

KEY PROGRAM GOALS

1. Provide general legal advice to the City Council and City Manager.
 2. Represent the City in litigation matters not covered by the Joint Powers Insurance Authority (JPIA).
 3. Prepare and review resolutions, ordinances, contracts and other legal documents.
 4. Provide legal advice to City Manager regarding personnel issues.
 5. Conduct legal trainings and other educational programs to meet statutory requirements and reduce risk of liability.
-

CITY ATTORNEY

Dept: 4005 City Attorney

EXPENDITURE DETAIL

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
PERSONNEL COSTS					
Total:	\$ -	\$ -	\$ -	\$ -	\$ -
OPERATING EXPENSES					
<u>ACCT.</u>					
6720 Contractual	-	213,874	240,000	240,000	240,000
6755 Legal Services	506,490	141,696	60,000	60,000	10,000
6391 Travel & Meetings	-	-	-	-	-
Total:	\$ 506,490	\$ 355,570	\$ 300,000	\$ 300,000	\$ 250,000

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

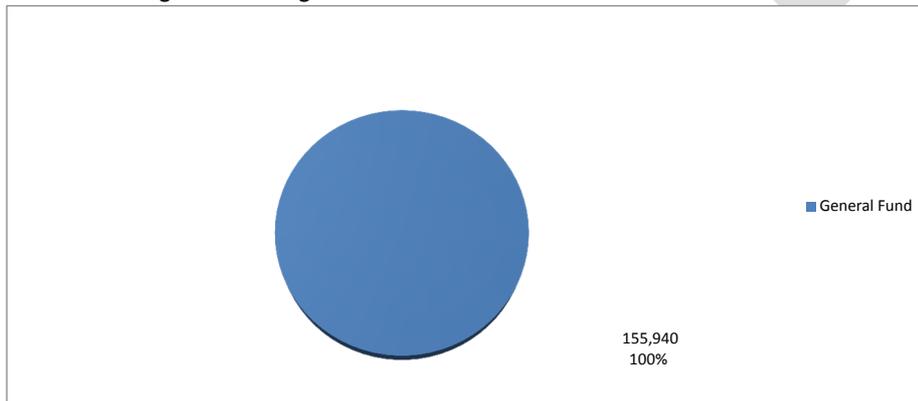
ACCT. NO.	DESCRIPTION	
	DEPT. 4005	CITY ATTORNEY
	MAINTENANCE AND OPERATIONS	
6720	Contractual Contracted legal services	TOTAL 240,000
6755	Legal Services Contracted legal services	TOTAL 10,000

CITY CLERK

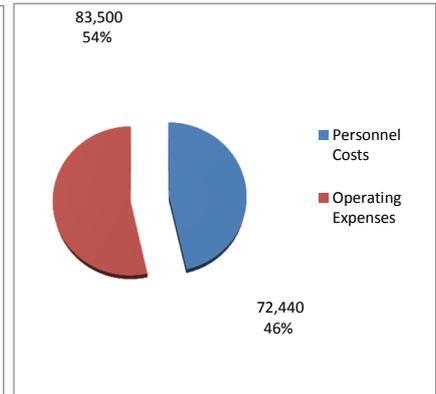
Department 4008: City Clerk
Provides records management.

DEPARTMENT SUMMARY

FY 2016-17: Program Financing



FY 2016-17: Resources Allocated



	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16
RESOURCES ALLOCATED				
Personnel Costs	28,350	28,350	-	12,552
Operating Expenses	107,832	49,166	62,500	86,500
Total:	\$ 136,182	\$ 77,516	\$ 62,500	\$ 99,052
PROGRAM FINANCING				
General Fund	136,182	77,516	62,500	99,052
Total:	\$ 136,182	\$ 77,516	\$ 62,500	\$ 99,052
PERSONNEL (FTE)				
Total:	0.50	0.50	0.50	0.50

Recommended 2016-17
72,440
83,500
\$ 155,940

155,940
\$ 155,940

1.00
1.00

CITY CLERK

Dept. 4008 City Clerk

STATEMENT OF PURPOSE

To record the official actions of the City Council, execute and maintain all official City documents and legislative history, and respond to internal and external records and information requests.

STAFFING SUMMARY (FTEs)	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
City Clerk	0.00	0.00	0.00	0.00	0.00
Deputy City Clerk	0.50	0.50	0.50	0.50	0.00
Part Time Position	0.00	0.00	0.00	0.00	0.00
Total:	0.50	0.50	0.50	0.50	0.00

BUDGET SUMMARY	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
Personnel Costs	28,350	27,397	122,457	78,558	72,440
Operating Expenses	107,832	88,243	22,110	29,930	15,500
Total:	\$ 136,182	\$ 115,640	\$ 144,567	\$ 108,488	\$ 87,940

FUNDING SOURCES	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
General Fund	136,182	115,640	144,567	108,488	87,940
Total:	\$ 136,182	\$ 115,640	\$ 144,567	\$ 108,488	\$ 87,940

KEY PROGRAM GOALS

1. Prepare, record and archive accurate legislative actions of all City Council proceedings.
2. Prepare, publish and post all legal notices as required.
3. Oversee local requirements established by the Fair Political Practices Commission.
4. Initiate an efficient and accessible records database.
5. Respond within time constraints to all subpoenas and requests for public records.

FOOTNOTES:

EXPENDITURE DETAIL

		<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
PERSONNEL COSTS						
<u>ACCT.</u>						
5100	Full-Time					-
5100	City Clerk	-	-	99,240	-	-
5100	Deputy City Clerk	-	-	-	-	52,500
5105	Overtime	622	6,125	-	-	7,875
5110	Salaries, Hourly	27,728	19,021	-	72,799	-
5116	Auto Allowance	-	-	4,500	-	-
5120	Retirement	-	-	6,203	1,551	3,766
5121	PARS/APPLE Retirement	-	1,886	-	-	-
5125	Medicare Tax	-	365	1,439	1,439	875
5130	Medical Insurance	-	-	8,400	2,100	6,526
5133	Dental Insurance	-	-	1,577	394	471
5134	Disability Insurance	-	-	499	125	182
5136	Vacation Buy Back	-	-	-	-	-
5137	Vision Insurance	-	-	320	80	110
5138	Life Insurance	-	-	279	70	135
5139	Bilingual Pay	-	-	-	-	-
Total:		\$ 28,350	\$ 27,397	\$ 122,457	\$ 78,558	\$ 72,440

		<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
OPERATING EXPENSES						
<u>ACCT.</u>						
6020	Election Supplies	832	-	-	-	-
6080	Office Supplies	2,101	659	1,500	1,500	2,500
6310	Advertising	23,687	29,261	15,000	22,820	12,000
6386	Professional Membership	1,199	-	130	130	520
6388	Subscription	221	-	-	-	-
6390	Telephone	198	-	-	-	-
6391	Travel and Meeting Expense	1,149	-	480	480	480
6392	Training and Education	800	-	-	-	-
6720	Contractual	77,645	58,246	5,000	5,000	-
6910	Computers	-	-	-	-	-
6970	Office Equipment	-	77	-	-	-
Total:		\$ 107,832	\$ 88,243	\$ 22,110	\$ 29,930	\$ 15,500

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	CITY CLERK
	DEPT.4008	
	SALARIES AND BENEFITS	
5100	City Clerk (CC)	-
5100	Deputy City Clerk	52,500
5105	Over time	7,875
5115	Part-Time	-
5116	Auto Allowance	-
5120	Retirement	3,766
5121	PARS/APPLE Retirement	-
5125	Medicare Tax	875
5130	Medical Insurance	6,526
5133	Dental Insurance	471
5134	Disability Insurance	182
5136	Vacation Buy Back	-
5137	Vision Insurance	110
5138	Life Insurance	135
	TOTAL	72,440
	MAINTENANCE AND OPERATIONS	
6386	Professional Membership	
	City Clerks Association of California	130
	International Institute of Municipal Clerks (2 year Membership @ \$195 per year)	390
	<i>*2 year membership required to pursue Certified Municipal Clerk certification</i>	
	TOTAL	520
6391	Travel & Meetings	
	City Clerk Association Monthly Meetings (\$40 x 12 Months)	480
	City Clerk's Association of California Annual Conference <i>Registration, Hotel, Meals and Transportation</i>	-
	TOTAL	480
6720	Contractual	
	City Clerk Services (Minutes)	-
	TOTAL	-
6310	Advertising	
	6 months to December 31, 2016	
	TOTAL	12,000
6080	Office Equipment and Supplies	
	TOTAL	2,500

CITY CLERK

Dept. 4008: City Clerk
 Account: 6740: Election Services

STATEMENT OF PURPOSE

To conduct all City general municipal and special elections in accordance with the City Charter and California Elections Code, and serve as Filing Officer for required disclosure statements.

BUDGET SUMMARY	<i>ACTUAL 2012-13</i>	<i>ACTUAL 2013-14</i>	<i>REQUESTED 2014-15</i>	<i>Recommended 2016-17</i>
Personnel Costs	-	-	-	-
Operating Expenses	105,445	67,587	68,000	68,000
Total:	\$ 105,445	\$ 67,587	\$ 68,000	\$ 68,000

FUNDING SOURCES	<i>ACTUAL 2012-13</i>	<i>ACTUAL 2013-14</i>	<i>REQUESTED 2014-15</i>	<i>Recommended 2016-17</i>
General Fund	105,445	67,587	68,000	68,000
Total:	\$ 105,445	\$ 67,587	\$ 68,000	\$ 68,000

KEY PROGRAM GOALS

1. Plan, supervise and conduct the City's general municipal and special elections.
 2. Offer informational support to City Council candidates.
 3. Comply with all regulations and timelines established by the California Elections Code.
 4. Provide voter registration, voter outreach and verification services to residents.
-

Dept. 4008: City Clerk
 Account: 6740: Election Services

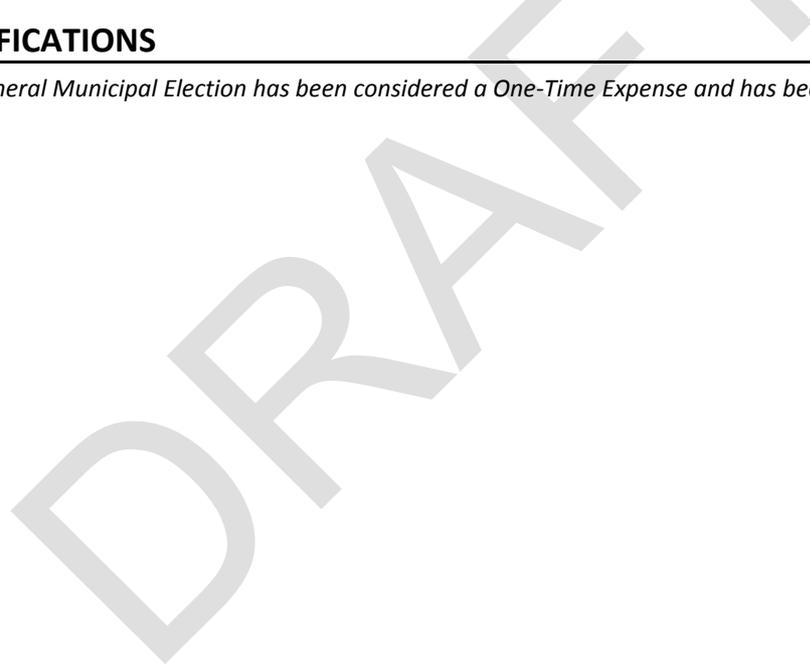
EXPENDITURE DETAIL

	<i>Budget</i> 2014-15	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	RECOMMENDED 2016-17
PERSONNEL COSTS				
<u>ACCT.</u>				
5115 Part-Time	-	-	-	-
Total:	\$ -	\$ -	\$ -	\$ -

	<i>Budget</i> 2014-15	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	RECOMMENDED 2016-17
OPERATING EXPENSES				
<u>ACCT.</u>				
6740 Election Services	105,445	67,587		68,000
Total:	\$105,445	\$67,587	\$ -	\$ 68,000

ACCOUNT MODIFICATIONS

The City of Cudahy's General Municipal Election has been considered a One-Time Expense and has been budgeted apart from the General Fund.



**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	
DEPT. 4008-6740		ELECTION SERVICES
	MAINTENANCE AND OPERATIONS	
6740	Election Services	
	Los Angeles County Registrar-Recorder/County Clerk (One-Time Cost)	65,000
	Candidate Statements	-
	Advertising/Public Posting	3,000
	TOTAL	68,000

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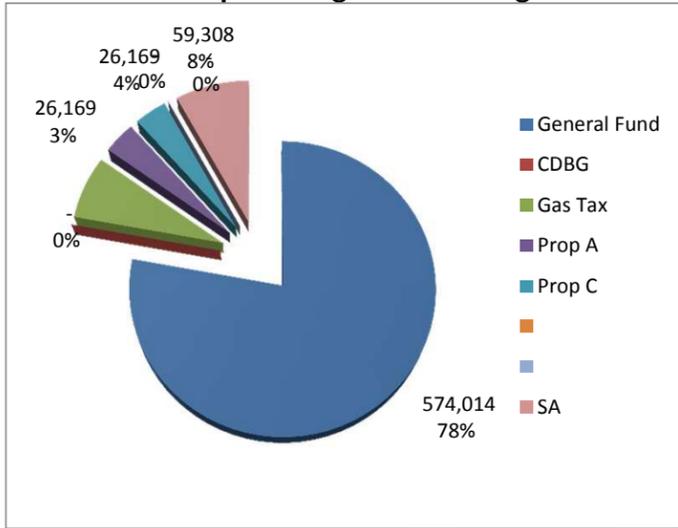
CITY MANAGER'S OFFICE

Department 4011: City Manager
Implements City policy

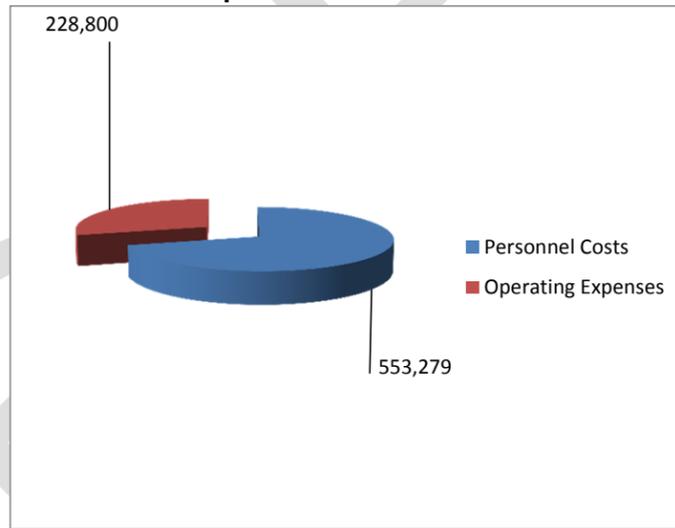
Department 4015: Human Resources
Personnel, benefits

DEPARTMENT SUMMARY

FY 2016-17: Adopted Program Financing



FY 2016-17: Adopted Resources Allocated



	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
RESOURCES ALLOCATED					
Personnel Costs	508,878	308,055	437,575	556,082	553,279
Operating Expenses	27,141	266,896	316,758	410,039	228,800
Total:	\$ 536,019	\$ 574,951	\$ 754,333	\$ 966,121	\$ 782,079
PROGRAM FINANCING					
General Fund	511,408	540,473	631,923	843,711	574,014
CDBG	24,611	34,478	6,636	-	-
Gas Tax	-	-	48,764	48,764	51,419
Proposition A	-	-	11,169	11,169	26,169
Proposition C	-	-	11,169	11,169	26,169
Measure R	-	-	-	-	15,000
COPS	-	-	-	-	30,000
Successor Agency (SA)	-	-	44,672	44,672	59,308
Total:	\$ 536,019	\$ 574,951	\$ 754,333	\$ 959,485	\$ 782,079
PERSONNEL (FTE)					
	4.00	3.00	4.00	4.00	2.25
Total:	4.00	3.00	4.00	4.00	2.25

CITY MANAGER'S OFFICE

Dept.4011: City Manager

STATEMENT OF PURPOSE

To implement Council policy and priorities, advise the Council on reliable methods of responding to community needs, ensure organizational and fiscal management, and promote the philosophy of continuous improvement.

STAFFING SUMMARY (FTEs)	<i>ACTUAL 2013-14</i>	<i>ACTUAL 2014-15</i>	<i>Original 2015-16</i>	<i>Amended 2015-16</i>	<i>Recommended 2016-17</i>
City Manager	1.00	1.00	1.00	1.00	1.00
Senior Administrative Analyst	1.00	1.00	1.00	1.00	0.25
Administrative Assistant	0.00	0.00	0.00	0.00	0.00
Part-Time Positions	1.00	1.00	1.00	1.00	0.00
Total:	3.00	3.00	3.00	3.00	1.25

BUDGET SUMMARY	<i>ACTUAL 2013-14</i>	<i>ACTUAL 2014-15</i>	<i>Original 2015-16</i>	<i>Amended 2015-16</i>	<i>Recommended 2016-17</i>
Personnel Costs	426,841	193,127	300,387	300,120	268,025
Operating Expenses	13,001	60,202	126,950	167,250	80,900
Total:	\$ 439,842	\$ 253,329	\$ 427,337	\$ 467,370	\$ 348,925

FUNDING SOURCES	<i>ACTUAL 2013-14</i>	<i>ACTUAL 2014-15</i>	<i>Original 2015-16</i>	<i>Amended 2015-16</i>	<i>Recommended 2016-17</i>
General Fund	439,842	253,329	311,563	351,596	140,860
Gas Tax	-	-	48,764	48,764	51,419
Proposition A	-	-	11,169	11,169	26,169
Proposition C	-	-	11,169	11,169	26,169
Measure R	-	-	-	-	15,000
COPS	-	-	-	-	30,000
Successor Agencies	-	-	44,672	44,672	59,308
Total:	\$ 439,842	\$ 253,329	\$ 427,337	\$ 467,370	\$ 348,925

KEY PROGRAM GOALS

1. Implement Council policy in an expeditious manner and within the resources available.
2. Submit an annual budget reflecting Council priorities and community needs.
3. Coordinate Council meeting activities and municipal functions.

KEY WORKLOAD MEASURES	<i>Recommended 2016-17</i>
Agenda reports reviewed and approved.	100%
Departments supervised.	4
Community inquiries resolved or referred.	100%

CITY MANAGER'S OFFICE

Dept: 4011 City Manager

EXPENDITURE DETAIL

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
PERSONNEL COSTS					
ACCT.					
5100 City Manager	137,715	130,960	180,000	180,000	195,000
5100 Senior Administrative Analyst	53,802		56,028	57,103	24,628
5100 Administrative Assistant	32,322		-	-	-
5114 Severence	130,000	-	-	-	-
5105 Over time	871	4,026	-	-	-
5110 Hourly		963	-	-	-
5115 Part-Time	33,276	17,088	-	-	-
5120 Retirement	15,973	11,341	19,697	15,240	15,618
5121 PARS/APPLE Retirement	2,496	1,597	-	-	-
5125 Medicare Tax	2,336	2,100	3,422	3,422	3,163
5130 Medical Insurance	15,111	20,359	34,144	34,144	25,876
5133 Dental Insurance	1,125	1,637	3,154	3,154	2,002
5134 Disability Insurance	521	687	1,305	1,305	758
5136 Vacation Buy-Back		431		3,115	
5137 Vision Insurance	206	257	498	498	419
5138 Life Insurance	837	1,681	2,139	2,139	561
5139 Bilingual Pay	250	-	-	-	-
Total:	\$ 426,841	\$ 193,127	\$ 300,387	\$ 300,120	\$ 268,025

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
OPERATING EXPENSES					
ACCT.					
5116 Auto Allowance	1,600	2,640	4,800	4,800	4,800
6040 Gasoline	-	-	-	-	-
6080 Office Supplies	191	426	1,000	1,000	500
6312 Professional Membership	350	-	475	475	475
6389 Special Projects	-	-	-	-	-
6386 Professional Membership		75			
6390 Telephone	1,069	659	-	-	-
6391 Travel and Meeting Expense	4,559	1,555	675	675	125
6392 Training and Education	1,927	2,786	5,000	5,000	-
6394 Vehicle Maintenance	-	-	-	-	-
6720 Contractual	3,030	51,112	115,000	155,300	75,000
6910 Computers	-	-	-	-	-
6970 Office Equipment	275	949	-	-	-
Total:	\$ 13,001	\$ 60,202	\$ 126,950	\$ 167,250	\$ 80,900

ACCOUNT MODIFICATIONS

CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017

ACCT. NO.	DESCRIPTION	
	DEPT. 4011	CITY MANAGER
	SALARIES AND BENEFITS	
5100	City Manager (CM)	195,000
5100	Senior Administrative Analyst (SAA)	24,628
5100	Administrative Assistant	-
5120	Retirement	15,618
5121	PARS/APPLE Retirement	-
5125	Medicare Tax	3,163
5130	Medical Insurance	25,876
5133	Dental Insurance	2,002
5134	Disability Insurance	758
5137	Vision Insurance	419
5138	Life Insurance	561
	TOTAL	268,025
	MAINTENANCE AND OPERATIONS	
5116	Auto Allowance	
	Contractual Auto Allowance	
	CM (\$400/mo. x 12 mos.)	4,800
	Subtotal:	4,800
	TOTAL	4,800
6080	Office Supplies	
	Books and Office Supplies	500
	Subtotal:	500
	TOTAL	500
6312	Professional Memberships	
	Municipal Management Association of Southern California	
	<i>Membership</i>	75
	<i>Conference</i>	300
	Gateway Cities Council of Government (City Manager)	-
	Misc. Subscriptions	100
	Subtotal:	475
	TOTAL	475

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	CITY MANAGER
	DEPT. 4011	
6391	Travel and Meeting Expense Gateway Cities Council of Governments Staff meetings, seminars and workshops	- 125 TOTAL 125
6392	Training and Education Allotment for training, hotel, meals and transportation	- TOTAL -
6720	Contractual City Quarterly Magazine Fuel Creative - \$11,000 per quarter Writer - Roger - \$1,500 per quarter Editor - Wendy - \$6,250 per quarter Emergency Preparedness Plan and Training Economic Development Economic Development Strategy	75,000 Other Funding - - TOTAL 75,000

CITY MANAGER'S OFFICE

Dept. 4015: Personnel

STATEMENT OF PURPOSE

Program includes all personnel and employee relations and functions: recruitment, selection, training, evaluation, affirmative action, administration of the classification and pay plan.

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
STAFFING SUMMARY (FTEs)					
Human Resources Specialist	0.00	0.00	1.00	1.00	1.00
Total:	0.00	0.00	1.00	1.00	1.00

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
BUDGET SUMMARY					
Personnel Costs	82,037	114,928	137,188	255,962	285,254
Operating Expenses	14,140	206,694	189,808	242,789	147,900
Total:	\$ 96,177	\$ 321,622	\$ 326,996	\$ 498,751	\$ 433,154

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
FUNDING SOURCES¹					
General Fund	71,566	287,144	320,360	492,115	433,154
Gas Tax	-	-	-	-	-
CDBG	24,611	34,478	6,636	6,636	-
Total:	\$ 96,177	\$ 321,622	\$ 326,996	\$ 498,751	\$ 433,154

KEY PROGRAM GOALS

1. Continue establishing best practices for Human Resources.
2. Ensure good relations are established with the City of Cudahy's Employees' Association.
3. Provide a framework for succession planning.
4. Set-up training/classes for employees for personalized development.
5. Monitor progress based on each individual Employee Development Plan.

KEY WORKLOAD MEASURES	<i>Recommended</i> 2016-17
Maintain personnel records for all full and part-time employees.	100%
Review and process annual employee evaluations and employee development plans.	100%

FOOTNOTES:

1. Human Resources Specialist is paid from three funding sources: 10% from Gas Tax Fund (\$12,848), 30% from CDBG (\$38,543) and 60% from General Fund (\$300,013)

CITY MANAGER'S OFFICE

Dept: 4015 Personnel

EXPENDITURE DETAIL

PERSONNEL	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
5100 Human Resources Specialist	62,384	65,922	74,087	75,692	78,636
5120 Retirement	5,392	20,673	20,944	15,750	14,908
5121 PARS/APPLE Retirement	-	-	-	-	-
5125 Medicare Tax	294	995	1,074	1,074	1,141
5127 EDD Unemployment Benefits	8,386	9,140	15,000	9,000	12,000
5130 Medical Insurance	4,891	14,727	16,261	16,261	17,484
5133 Dental Insurance	456	1,400	1,577	1,577	1,003
5134 Disability Insurance	104	352	229	229	263
5136 Vacation Buy Back	-	1,318	2,560	2,223	2,500
5137 Vision Insurance	49	152	177	177	284
5138 Life Insurance	81	249	279	279	135
5141 Unfunded Retirement Liability	-	-	-	128,700	146,900
5109 Merit Pay	-	-	5,000	5,000	10,000
Total:	\$ 82,037	\$ 114,928	\$ 137,188	\$ 255,962	\$ 285,254

OPERATING EXPENSES	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
6080 Office Supplies	421	424	500	500	500
6310 Advertising	1,125	-	2,000	2,000	500
6312 Professional Membership	-	-	3,059	3,059	3,100
6320 Employee Physical	3,469	2,811	2,000	2,000	1,000
6322 Employee Recognition	-	-	-	-	-
6391 Travel and Meeting Expense	40	474	-	251	-
6392 Training and Education	368	4,548	7,940	7,940	5,000
6450 Retirees Insurance	-	104,451	117,259	110,709	110,800
6480 Unemployment Insurance	8,717	10,064	-	-	-
6720 Contractual	-	83,922	57,050	116,330	27,000
6764 Professional Services	-	-	-	-	-
6910 Computers	-	-	-	-	-
Total:	\$ 14,140	\$ 206,694	\$ 189,808	\$ 242,789	\$ 147,900

ACCOUNT MODIFICATIONS

ACCT.

5100 Human Resources Specialist is occupied in the Acting capacity.
The Specialist is also responsible for administering CDBG and thus covers 30% of the total salary.

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	Personnel
	Dept. 4015	
	SALARIES AND BENEFITS	
5100	Human Resources Specialist	78,636
5120	Retirement	14,908
5121	PARS/APPLE Retirement	-
5125	Medicare Tax	1,141
5127	EDD Unemployment Benefits	12,000
5130	Medical Insurance	17,484
5133	Dental Insurance	1,003
5134	Disability Insurance	263
5136	Vacation Buy Back	2,500
5137	Vision Insurance	284
5138	Life Insurance	135
5141	Unfunded Retirement Liability	146,900
5109	Merit Pay (5% bonus pay for FT employees who exceed expectations)	10,000
	TOTAL	285,254
	MAINTENANCE AND OPERATIONS	
6080	Office Supplies	
	General Supplies	500
	Secure Filing cabinet	-
	TOTAL	500
6310	Advertising	
	MMASC, The Wave, JobTrak, LA Times, Jobs Available, ICMA, Wester City, etc.	
	TOTAL	500
6312	Professional Membership	
	Gateway Public Employment Consortium (Liebert Cassidy Whitmore)	
	TOTAL	3,100

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	Personnel
	Dept. 4015	
6320	Employee Physical Physical Exams, fingerprinting, etc. (Live Scan included)	
	TOTAL	1,000
6322	Employee Recognition City Council/Commissioner/Employee Recognition Dinner Employee Quarterly Luncheons	- -
	TOTAL	-
6391	Travel and Meeting IPMA - HR International Training Conference and Expo	-
	TOTAL	-
6392	Training and Education City-wide Employee Training (GLP Costumer Service Pase II & III) Education/Tuition Reimbursement Program IPMA - HR-Public Sector HR Essential Program & CP Exam	- 5,000 -
	TOTAL	5,000
6450	Retirees Insurance Insurance for former Elected Official and City Employees who have retired from the City.	
	TOTAL	110,800
6720	Contractual Human Resources Consulting Service (HR Dynamics and Performance Management) NeoGov Annual License Fee Government Jobs.com (Annual Subscription)	27,000 - -
	TOTAL	27,000

FINANCE

Department 4151: Finance Administration
Supports workforce needs.

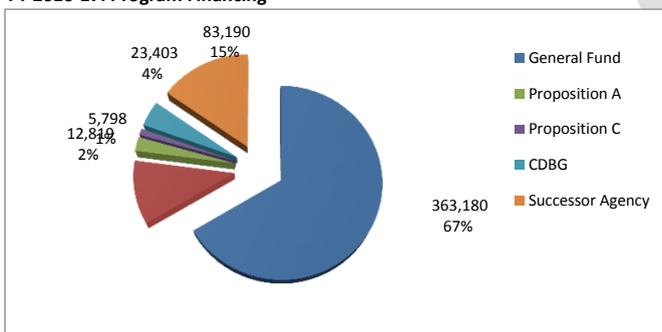
Department 4155: Accounting
Tracks City financials.

Department 4160: Business License
Issues and monitors business licenses

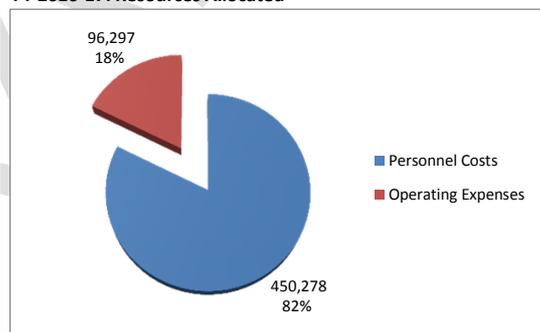
Department 4018: Purchasing
Acquires supplies and services.

DEPARTMENT SUMMARY

FY 2016-17: Program Financing



FY 2016-17: Resources Allocated



	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
RESOURCES ALLOCATED					
Personnel Costs	472,291	354,502	500,980	499,848	450,278
Operating Expenses	254,512	103,678	168,427	98,427	96,297
Total:	\$ 726,803	\$ 458,180	\$ 669,407	\$ 598,275	\$ 546,575
PROGRAM FINANCING					
General Fund	334,442	255,711	478,568	407,436	363,180
Gas Tax	43,164	35,847	67,425	67,425	58,185
Proposition A	5,845	6,834	15,129	6,612	12,819
Proposition C	5,845	6,834	8,108	6,612	5,798
CDBG	15,218	-	16,767	16,767	23,403
Successor Agency	84,582	51,364	83,410	83,410	83,190
Total:	\$ 489,097	\$ 356,591	\$ 669,407	\$ 588,262	\$ 546,575
PERSONNEL (FTE)					
	4.00	5.00	5.00	5.00	4.00
Total:	4.00	5.00	5.00	5.00	4.00

FINANCE

Dept. 4151: Finance Administration

STATEMENT OF PURPOSE

To plan, organize, coordinate and administer the accounting and auditing function in accordance with GAAP.

STAFFING SUMMARY (FTEs)	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
Finance Director	1.00	1.00	1.00	1.00	1.00
Total:	1.00	1.00	1.00	1.00	1.00

BUDGET SUMMARY	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
Personnel Costs	124,963	85,095	160,364	160,364	159,031
Operating Expenses	220,008	101,495	164,423	94,423	96,297
Total:	\$ 344,971	\$ 186,590	\$ 324,787	\$ 254,787	\$ 255,328

FUNDING SOURCES	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
General Fund	68,730	46,802	226,277	156,277	157,038
Gas Tax	12,496	8,510	26,596	26,596	26,596
Proposition A			8,517	8,517	8,517
Proposition C			1,496	1,496	1,496
Successor Agency	43,737	29,783	61,901	61,901	61,681
Total:	\$ 344,971	\$ 186,590	\$ 324,787	\$ 254,787	\$ 255,328

KEY PROGRAM GOALS

1. Complete monthly and annually financial accounting records and reports.
2. Process bi-weekly payroll records and checks.
3. Process semi-monthly vendor records (warrant registers) and checks.
4. Process daily cash receipts and wire transfers from State, government agencies, and utility agencies
5. Receive and reconcile monthly bank and treasury statements.
6. Review the preparation of the State Controller's Report and the Street Report.
7. Plan and coordinate the external audits for the City.
8. Coordinate and ensure proposed and adopted budgets are prepared by July 1 of each fiscal year.
9. Implementation of recommendations from State Controller's Office, Los Angeles County Grand Jury, and External Auditors

KEY WORKLOAD MEASURES

Agendas and staff reports prepared for City.1/
 Gather data, prepare and produce a Financial Report. 2/
 Distribute mandatory tax forms (W2 & 1099M) to employees and vendors annually.
 Audits conducted annually. 3/
 Coordinate, review, print and distribute proposed & adopted budget books annually.

EXPENDITURE DETAIL

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
PERSONNEL					
<u>ACCT.</u>					
5100 Finance Director	92,433	62,052	126,624	126,624	125,004
5105 Overtime	-	-	-	-	-
5110 Salaries, Hourly	1,022	2,584	-	-	-
5115 Part Time	6,225	-	-	-	-
5116 Auto Allowance	3,500	4,200	4,200	4,200	4,200
5120 Retirement	5,212	4,079	7,914	7,914	7,797
5121 PARS/APPLE Retirement	467	698	-	-	-
5125 Medicare Tax	1,496	1,142	1,836	1,836	1,813
5130 Medical Insurance	13,272	9,449	18,090	18,090	18,878
5133 Dental Insurance	347	250	471	471	490
5134 Disability Insurance	489	331	630	630	431
5137 Vision Insurance	206	162	320	320	283
5138 Life Insurance	294	148	279	279	135
Total:	\$ 124,963	\$ 85,095	\$ 160,364	\$ 160,364	\$ 159,031
OPERATING EXPENSES					
<u>ACCT.</u>					
6012 Computer Supplies	-	-	-	-	-
6080 Office Supplies	57	12	1,000	1,000	500
6376 Taxes and License	181	-	200	200	-
6386 Professional Membership	605	1,069	1,060	1,060	259
6388 Subscription	110	566	-	-	-
6390 Telephone	795	68	-	-	-
6391 Travel and Meeting Expense	475	1,085	995	995	-
6392 Training and Education	1,184	1,128	2,130	2,130	-
6710 Audit	35,400	75,804	67,538	67,538	67,538
6720 Contractual	181,201	21,763	91,500	21,500	28,000
6764 Professional Services	-	-	-	-	-
6899 Transfer Out	-	-	-	-	-
6970 Office Equipment	-	-	-	-	-
Total:	\$ 220,008	\$ 101,495	\$ 164,423	\$ 94,423	\$ 96,297

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	FINANCE ADMINISTRATION
	DEPT. 4151	
	SALARIES AND BENEFITS	
5100	Finance Director (FD)	125,004
5116	Auto Allowance (\$350 times 12 months)	4,200
5120	Retirement	7,797
5125	Medicare Tax	1,813
5130	Medical Insurance	18,878
5133	Dental Insurance	490
5134	Disability Insurance	431
5137	Vision Insurance	283
5138	Life Insurance	135
	TOTAL	159,031
	MAINTENANCE AND OPERATIONS	
6080	Office Supplies General Supplies	500
	TOTAL	500
6376	Taxes and License (FD) Certified Public Accountant	-
	TOTAL	-
6386	Professional Membership(FD) California Society of Municipal Finance Officers (CSMFO) Government Finance Officers Association (GFOA) American Institute of Certified Public Accountants California Society of Certified Public Accountants	110 - 149 -
	TOTAL	259

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	FINANCE ADMINISTRATION
	DEPT. 4151	
6391	Travel and Meeting	
	Government and Tax Update (2 x \$295) (FD & Senior Accountant [SA])	-
	GASB Update (2 x \$55) (FD & SA)	-
	Mileage for PERS Training (SA & Accountant Technician [AT])	-
	CSMFO Bi-Monthly Lunches (6 x \$40) (FD, SA, AT)	-
	TOTAL	-
6392	Training and Education	
	CSMFO Fall Series (FD)	-
	Seminars/workshops for CSMFO (FD), Payroll Certification (AT) and other trainings for (FD, SA, AT)	-
	TOTAL	-
6710	Audit	
	Annual Audit/Financial Statements (\$50,000 General Fund)	61,505
	State Reports Financial Transaction Report and Streets Report	5,233
	Enrolled Agent - Quarterly and Annual Report representation	800
	State Controller Adopted review of leave and other pay	-
	State Controller Adopted review of credit card charges	-
	TOTAL	67,538
6720	Contractual	
	Sales Tax Service (HdL)	2,450
	Sales Audit Tax Service (HdL) [15% of recovered amounts. Revenue equals]	12,000
	Property Tax (HdL)	2,500
	Pension reports (Prepared by Public Employees Retirement System)	1,950
	Tyler Technologies - Accounting Software Maintenance Contract	9,100
	TOTAL	28,000
	One-Time will be \$70,000	

*Telephone expenses have been included collectively under Facilities Operations

FINANCE

Dept. 4155: Accounting

STATEMENT OF PURPOSE

To plan, organize, coordinate and administer the accounting and auditing function in accordance with GAAP.

STAFFING SUMMARY (FTEs)	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
Senior Accountant	0.00	1.00	1.00	1.00	1.00
Accountant Technician	1.00	1.00	1.00	1.00	1.00
Total:	1.00	2.00	2.00	2.00	2.00

BUDGET SUMMARY	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
Personnel Costs	158,185	161,845	210,581	211,650	210,114
Operating Expenses	15,319	770	-	-	-
Total:	\$ 173,504	\$ 162,615	\$ 210,581	\$ 211,650	\$ 210,114

FUNDING SOURCES	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
General Fund	135,146	108,664	148,879	149,948	148,412
Gas Tax	15,343	21,580	31,589	31,589	31,589
Proposition A	3,836	5,395	4,302	4,302	4,302
Proposition C	3,836	5,395	4,302	4,302	4,302
Successor Agency	15,343	21,580	21,509	21,509	21,509
Total:	\$ 173,504	\$ 162,615	\$ 210,581	\$ 211,650	\$ 210,114

KEY PROGRAM GOALS

Key Program Goals have been included under Finance Administration section

KEY WORKLOAD MEASURES

Key Workload Measures have been included under Finance Administration section

FINANCE

Dept: 4155 Finance

EXPENDITURE DETAIL

	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
PERSONNEL					
<u>ACCT.</u>					
5100 Senior Accountant	76,717	107,902	82,440	84,940	91,044
5100 Accountant Technician	39,603		65,460	67,937	65,460
5115 Part Time	5,208	-	-	-	-
5120 Retirement	16,134	25,857	23,115	18,515	14,551
5121 PARS/APPLE Retirement	391	-	-	-	-
5125 Medicare Tax	1,203	1,591	2,145	2,145	2,270
5130 Medical Insurance	16,723	21,743	32,315	32,315	33,936
5133 Dental Insurance	1,183	1,577	3,154	3,154	1,493
5134 Disability Insurance	403	561	755	755	524
5136 Vacation Buy Back	-	692	-	692	-
5137 Vision Insurance	228	307	639	639	566
5138 Life Insurance	392	431	558	558	270
5139 Bilingual Pay	-	-	-	-	-
Total:	\$ 158,185	\$ 161,845	\$ 210,581	\$ 211,650	\$ 210,114
OPERATING EXPENSES					
<u>ACCT.</u>					
6080 Office Supplies	1,055	229	-	-	-
6312 Professional Membership	-	-	-	-	-
6391 Travel and Meeting Expense	55	41	-	-	-
6392 Training and Education	-	500	-	-	-
6720 Contractual	14,209	-	-	-	-
Total:	\$ 15,319	\$ 770	\$ -	\$ -	\$ -

ACCOUNT MODIFICATIONS

Operating Costs have been included under Finance Administration section

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	ACCOUNTING
	DEPT. 4155	
	SALARIES AND BENEFITS	
5100	Senior Accountant (SA)	85,224
5100	Accountant Technician (AT)	71,280
5105	Overtime	-
5115	Part Time	-
5120	Retirement	14,551
5121	PARS/APPLE Retirement	-
5125	Medicare Tax	2,270
5130	Medical Insurance	33,936
5133	Dental Insurance	1,493
5134	Disability Insurance	524
5136	Vacation Buy Back	-
5137	Vision Insurance	566
5138	Life Insurance	270
	TOTAL	210,114

**Operating Costs have been included under Finance Administration section*

FINANCE

Dept. 4160: Business License

STATEMENT OF PURPOSE

Ensure that individual and organization conducting business or performing a service within the City boundaries are issued a license.

STAFFING SUMMARY (FTEs)	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
Account Clerk	1.00	1.00	1.00	1.00	1.00
Total:	1.00	1.00	1.00	1.00	1.00

BUDGET SUMMARY	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
Personnel Costs	76,090	78,775	83,835	81,634	81,133
Operating Expenses	363	94	-	-	-
Total:	\$ 76,453	\$ 78,869	\$ 83,835	\$ 81,634	\$ 81,133

FUNDING SOURCES	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
General Fund	60,872	78,775	67,068	64,867	57,730
CDBG	15,218	-	16,767	16,767	23,403
Total:	\$ 76,090	\$ 78,775	\$ 83,835	\$ 81,634	\$ 81,133

KEY PROGRAM GOALS

1. Receive and process new business licenses and business license renewals
2. Promote positive community relations through excellence in customer service
3. Coordinate with City Departments to ensure continued consistency in business licensing

KEY WORKLOAD MEASURES

Increase compliance through outreach and resident education (renewal notices, handouts, articles)

FINANCE

Dept: 4160 Business License

EXPENDITURE DETAIL

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
PERSONNEL					
<u>ACCT.</u>					
5100 Account Clerk	48,537	50,163	53,736	56,335	58,488
5105 Overtime	212	-	-	-	-
5120 Retirement	13,853	15,479	15,191	10,391	7,579
5125 Medicare Tax	710	726	779	779	848
5130 Medical Insurance	11,209	10,852	12,429	12,429	13,052
5133 Dental Insurance	895	881	963	963	641
5134 Disability Insurance	258	263	280	280	192
5136 Vacation Buy Back	-	-	-	-	-
5137 Vision Insurance	157	156	178	178	198
5138 Life Insurance	259	255	279	279	135
Total:	\$ 76,090	\$ 78,775	\$ 83,835	\$ 81,634	\$ 81,133
OPERATING EXPENSES					
<u>ACCT.</u>					
6080 Office Supplies	363	94	-	-	-
Total:	\$ 363	\$ 94	\$ -	\$ -	\$ -

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DEPT. 4160	DESCRIPTION	BUSINESS LICENSE
		SALARIES AND BENEFITS	
5100		Account Clerk	58,488
5120		Retirement	7,579
5125		Medicare Tax	848
5130		Medical Insurance	13,052
5133		Dental Insurance	641
5134		Disability Insurance	192
5137		Vision Insurance	198
5138		Life Insurance	135
		TOTAL	81,133

**Operating Costs have been included under Finance Administration section*

FINANCE

Dept. 4018: Purchasing

STATEMENT OF PURPOSE

Responsible for planning, directing and controlling the purchasing, duplicating, printing and mail service for the City.

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
STAFFING SUMMARY (FTEs)					
Purchasing Agent	0.00	0.00	0.00	0.00	0.00
Part-Time	1.00	1.00	1.00	1.00	0.00
Total:	1.00	1.00	1.00	1.00	0.00

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
BUDGET SUMMARY					
Personnel Costs	40,191	28,787	46,200	46,200	-
Operating Expenses	1,487	1,319	4,004	4,004	-
Total:	\$ 41,678	\$ 30,106	\$ 50,204	\$ 50,204	\$ -

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
FUNDING SOURCES					
General Fund	29,621	21,470	36,344	36,344	-
Gas Tax	8,038	5,757	9,240	9,240	-
Prop A	2,010	1,439	2,310	2,310	-
Prop C	2,010	1,439	2,310	2,310	-
Total:	\$ 41,678	\$ 30,106	\$ 50,204	\$ 50,204	\$ -

KEY PROGRAM GOALS

1. Ensure that all City Ordinances and Municipal Codes are adhered to concerning the purchasing activity.
2. Continue to order and stock all needed office supplies for City departments.
3. Identify, tag and maintain all fixed assets.
4. Manage copiers lease and service maintenance agreements.
5. Replace office and special equipment at end of useful life.

KEY WORKLOAD MEASURES

Copiers maintained. 1/
 Fixed assets inventory & depreciation. 2/
 Orders placed for replenishing water, toner, paper, office, & misc supplies.

FOOTNOTES:

- 1/ Copiers located at City Hall and Bedwell Hall
 2/ Fixed assets are tagged (labeled) when purchased. Inventory for additions and deletions are performed annually in preparation for depreciation.

EXPENDITURE DETAIL

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
PERSONNEL					
<u>ACCT.</u>					
5100 Purchasing Agent	-	-	-	-	-
5110 Hourly	37,921	24,599	42,405	42,405	-
5105 Overtime	14	1,824	-	-	-
5120 Retirement	-	-	-	-	-
5121 PARS/APPLE Retirement	1,893	1,982	3,180	3,180	-
5125 Medicare Tax	363	382	615	615	-
5130 Medical Insurance	-	-	-	-	-
5133 Dental Insurance	-	-	-	-	-
5134 Disability Insurance	-	-	-	-	-
5136 Vacation Buy Back	-	-	-	-	-
5137 Vision Insurance	-	-	-	-	-
5138 Life Insurance	-	-	-	-	-
Total:	\$ 40,191	\$ 28,787	\$ 46,200	\$ 46,200	\$ -
OPERATING EXPENSES					
<u>ACCT.</u>					
6080 Office Supplies	289	250	500	500	-
6386 Professional Membership	199	199	405	405	-
6390 Telephone	999	643	-	-	-
6392 Training and Education	-	227	3,099	3,099	-
Total:	\$ 1,487	\$ 1,319	\$ 4,004	\$ 4,004	\$ -

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	PURCHASING
	DEPT. 4018	
	SALARIES AND BENEFITS	
5100	Purchasing Agent	-
5110	Hourly Purchasing Agent (32 hrs. / week)	- -
5120	Retirement	-
5121	Hourly Retirement (3.75% City Share)	-
5125	Medicare Tax	-
5130	Medical Insurance	-
5133	Dental Insurance	-
5134	Disability Insurance	-
5137	Vision Insurance	-
5138	Life Insurance	-
	TOTAL	-
	MAINTENANCE AND OPERATIONS	
6080	Office Supplies	-
	TOTAL	-
6386	Professional Membership American Purchasing Society Institute for Supply Management (ISM)	- -
	TOTAL	-
6392	Training and Education Excel Courses ISM Seminar Registration Hotel Flight	- - - - -
	TOTAL	-

*Telephone expenses have been included collectively under Facilities Operations

COMMUNITY DEVELOPMENT

Dept: 4210 Community Development Administration

Department 4215: Planning
Guide physical & economic development

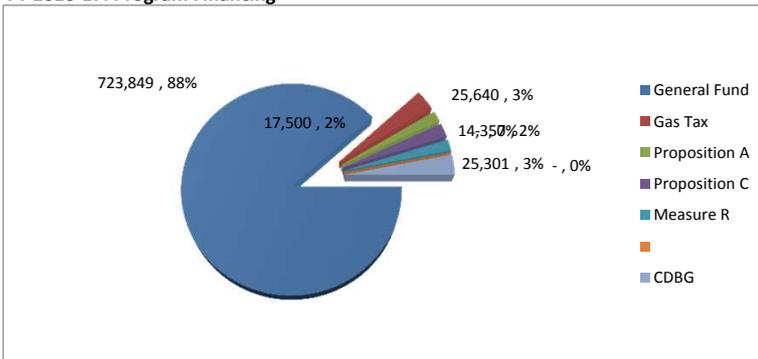
Department 4216: Engineering
Maintain City infrastructure

Department 4212: Building Regulation
Building permitting and inspection

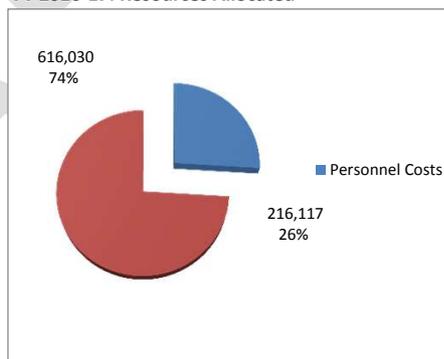
Department 4620: Housing and Community Development
Preserve and improve housing and activities within the community

DEPARTMENT SUMMARY

FY 2016-17: Program Financing



FY 2016-17: Resources Allocated



	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16
RESOURCES ALLOCATED				
Personnel Costs	319,137	281,174	366,764	308,303
Operating Expenses	89,461	230,713	641,277	427,950
Total:	\$ 408,598	\$ 511,887	\$ 1,008,041	\$ 736,253

Recommended 2016-17
216,117
616,030
\$ 832,147

	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16
PROGRAM FINANCING				
General Fund	319,430	416,287	857,789	685,951
Gas Tax	-	-	25,640	77,506
Proposition A				
Proposition C			10,255	10,255
Measure R			14,357	14,357
A.Q.M.D.				
CDBG	89,168	95,600	100,000	100,000
Total:	\$ 408,598	\$ 511,887	\$ 1,008,041	\$ 888,069

723,849
25,640
13,500
17,500
14,357
12,000
25,301
\$ 832,147

	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16
PERSONNEL (FTE)				
	5.75	6.75	5.25	5.25
Total:	5.75	6.75	5.25	5.25

2.25
2.25

COMMUNITY DEVELOPMENT ADMINISTRATION

Dept: 4210 Community Developmnet Administration

STATEMENT OF PURPOSE

To plan, organize, coordinate and administer the accounting and auditing function in accordance with GAAP.

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
STAFFING SUMMARY (FTEs)					
Community Development Manager	1.00	0.00	0.00	0.00	1.00
Total:	1.00	0.00	0.00	0.00	1.00

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
BUDGET SUMMARY					
Personnel Costs	177,024	2,048	-	-	121,680
Operating Expenses	30,161	-	-	-	600
Total:	\$ 207,185	\$ 2,048	\$ -	\$ -	\$ 122,280

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
FUNDING SOURCES					
General Fund	177,024	2,048	-	-	70,414
Gas Tax	-	-	-	-	51,866
Other funds	-	-	-	-	-
Total:	\$ 207,185	\$ 2,048	\$ -	\$ -	\$ 122,280

KEY PROGRAM GOALS

KEY WORKLOAD MEASURES

COMMUNITY DEVELOPMENT ADMINISTRATION

Dept: 4210 Community Developmnet Dept.

EXPENDITURE DETAIL

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
PERSONNEL					
<u>ACCT.</u>					
5100 Community Development Manager	97,679	840	-	-	101,340
5105 Overtime	1,059	-	-	-	-
5110 Salaries, Hourly	982	-	-	-	-
5115 Part Time	36,288	890	-	-	-
5116 Auto Allowance	3,675	-	-	-	4,200
5120 Retirement	20,198	71	-	-	7,260
5121 PARS/APPLE Retirement	2,792	67	-	-	-
5125 Medicare Tax	1,871	25	-	-	1,470
5130 Medical Insurance	11,022	130	-	-	6,530
5133 Dental Insurance	506	11	-	-	325
5134 Disability Insurance	479	5	-	-	310
5137 Vision Insurance	147	3	-	-	110
5138 Life Insurance	326	6	-	-	135
Total:	\$ 177,024	\$ 2,048	\$ -	\$ -	\$ 121,680
OPERATING EXPENSES					
<u>ACCT.</u>					
6012 Computer Supplies	-	-	-	-	-
6080 Office Supplies	952	-	-	-	-
6376 Taxes and License	-	-	-	-	-
6386 Professional Membership	5,365	-	-	-	600
6388 Subscription	145	-	-	-	-
6390 Telephone	1,039	-	-	-	-
6391 Travel and Meeting Expense	1,994	-	-	-	-
6392 Training and Education	-	-	-	-	-
6710 Audit	-	-	-	-	-
6720 Contractual	19,248	-	-	-	-
6764 Professional Services	1,418	-	-	-	-
6899 Transfer Out	-	-	-	-	-
6970 Office Equipment	-	-	-	-	-
Total:	\$ 30,161	\$ -	\$ -	\$ -	\$ 600

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	
	DEPT. 4210	COMMUNITY DEVELOPMENT ADMINISTRATION
	SALARIES AND BENEFITS	
5100	Community Development Manager	101,340
5116	Auto Allowance (\$350 times 12 months)	4,200
5120	Retirement	7,260
5125	Medicare Tax	1,470
5130	Medical Insurance	6,530
5133	Dental Insurance	325
5134	Disability Insurance	310
5137	Vision Insurance	110
5138	Life Insurance	135
	TOTAL	121,680
	MAINTENANCE AND OPERATIONS	
6080	Office Supplies General Supplies	-
	TOTAL	-
6386	Professional Membership(CDM) Annual Membership in the American Planning Association (APA)	600
	TOTAL	600

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	COMMUNITY DEVELOPMENT ADMINISTRATION
	DEPT. 4210	
6391	Travel and Meeting League of Cities and APA Conferences	-
		TOTAL -
6392	Training and Education League of Cities and APA Conferences	-
		TOTAL -
6720	Contractual Project managaement	-
		-
		TOTAL -

**Telephone expenses have been included collectively under Facilities Operations*

COMMUNITY DEVELOPMENT

Dept. 4215: Planning

STATEMENT OF PURPOSE

The Planning program ensures development is consistent with the adopted General Plan, encourages commercial revitalization and ensures a high quality of life for the community.

	<i>ACTUAL 2013-14</i>	<i>ACTUAL 2014-15</i>	<i>Original 2015-16</i>	<i>Amended 2015-16</i>	<i>Recommended 2016-17</i>
STAFFING SUMMARY (FTEs)					
Community Development Director	1.00	1.00	0.00	0.00	0.00
Community Development Manager	0.00	0.00	0.25	0.25	0.00
Assistant Planner	0.00	0.00	1.00	1.00	0.00
Part-Time	1.75	1.75	0.00	0.00	0.00
Associate Planner	1.00	1.00	0.00	0.00	0.00
Secretary - Community Development	0.00	0.00	0.00	0.00	0.00
Total:	3.75	3.75	1.25	1.25	0.00

	<i>ACTUAL 2013-14</i>	<i>ACTUAL 2014-15</i>	<i>Original 2015-16</i>	<i>Amended 2015-16</i>	<i>Recommended 2016-17</i>
BUDGET SUMMARY					
Personnel Costs	82,592	47,874	77,900	60,221	-
Operating Expenses	12,858	5,543	409,720	263,220	353,350
Total:	\$ 95,450	\$ 53,417	\$ 487,620	\$ 323,441	\$ 353,350

	<i>ACTUAL 2013-14</i>	<i>ACTUAL 2014-15</i>	<i>Original 2015-16</i>	<i>Amended 2015-16</i>	<i>Recommended 2016-17</i>
FUNDING SOURCES					
General Fund	95,450	53,417	487,620	323,441	341,350
AQMD	-	-	-	-	12,000
Gas Tax	-	-	-	-	-
Total:	\$ 95,450	\$ 53,417	\$ 487,620	\$ 323,441	\$ 353,350

KEY PROGRAM GOALS

1. General Plan Update.
2. Implement Housing Program and other CDBG funded programs or projects.
3. Administer administrative and discretionary applications for development.

	<i>Recommended 2016-17</i>
KEY WORKLOAD MEASURES	
Planning related inquiries resolved at public counter or via telephone/e-mail.	1500
Field inspections (follow up, business license, etc.)	312
Zoning Clearances	60
Planning Commission cases processed (CUPs, ZVs, subdivisions, etc.)	12
Site Plan Reviews processed.	15
Administrative approvals (over the counter)	168

COMMUNITY DEVELOPMENT

Dept: 4215 Planning

EXPENDITURE DETAIL

PERSONNEL	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
5100 Community Dev Director	-	-			-
5100 Community Dev Manager	-	-			-
5100 Assistant Planner	-	-			-
5100 Associate Planner	47,130	13,764	57,287	30,797	-
5100 Comm. Dev. Secretary (33%)					-
5105 Overtime	5,786	261	-	-	-
5115 Part Time	14,942	28,252	7,163	21,264	-
5120 Retirement	3,889	1,150	4,038	2,376	-
5121 PARS/APPLE Retirement	1,121	2,138	537	1,611	-
5125 Medicare Tax	1,011	682	935	836	-
5130 Medical Insurance	5,723	976	6,319	2,753	-
5133 Dental Insurance	472	78	866	313	-
5134 Disability Insurance	284	72	297	157	-
5136 Vacation Buy Back	1,870	441	-	-	-
5137 Vision Insurance	108	18	197	49	-
5138 Life Insurance	256	42	261	65	-
Total:	\$ 82,592	\$ 47,874	\$ 77,900	\$ 60,221	\$ -

OPERATING EXPENSES	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
6065 Maps	634	261	250	250	250
6080 Office Supplies	231	1,433	1,500	1,500	1,500
6315 Division Expense	2,256	-	-	-	-
6386 Professional Membership	541	186	1,550	550	-
6390 Telephone	245	-	-	-	-
6391 Travel and Meeting Expense	588	-	1,000	-	-
6392 Training and Education	440	2,354	2,000	500	-
6715 Commissioner	-	813	3,420	3,420	3,600
6720 Contractual	7,887	-	400,000	257,000	348,000
6745 Engineering Services	-	496	-	-	-
6764 Professional Services	36	-	-	-	-
Total:	\$ 12,858	\$ 5,543	\$ 409,720	\$ 263,220	\$ 353,350

ACCOUNT MODIFICATIONS

CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017

ACCT. NO.	DESCRIPTION	PLANNING
	DEPT. 4215	PLANNING
	SALARIES AND BENEFITS	
5100	Community Development Director	-
5100	Community Development Manager (25%)	-
5100	Planning Assistant	-
5100	Comm. Dev. Secretary (33%)	-
5105	Overtime	-
5115	Hourly	-
5120	Retirement	-
5121	PARS/APPLE Retirement	-
5125	Medicare Tax	-
5130	Medical Insurance	-
5133	Dental Insurance	-
5134	Disability Insurance	-
5136	Vacation Buy Back	-
5137	Vision Insurance	-
5138	Life Insurance	-
	TOTAL	-
	MAINTENANCE AND OPERATIONS	
6065	Maps Zoning Maps	-
	TOTAL	250
6080	Office Supplies Property Data Profiles (First American Data Tree) @\$100 / month Printing Costs	1,200 300
	TOTAL	1,500
6386	Professional Membership Annual Membership in the American Planning Association (APA) Planning Commissioners Assistant Planner	- -
	TOTAL	-
6391	Travel and Meetings League of Cities and APA Conferences	-
	TOTAL	-

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	PLANNING
	DEPT. 4215	
6392	<p>Training and Education</p> <p>Planning Commissioners to attend conferences as approved by the Community Development Manager (up to 3 - rotating) -</p> <p>Assistant Planner attendance of League of Cities and APA Conferences -</p> <p>Other relevant training -</p> <p><i>Typical conferences include the Cal. Chapter of the American Planning Association in September or October, the League of Cal. Cities Planner's Institute in March, National American Planning Association Conference in April, The California Preservation Conference in May, and the League of California Cities Conference in September.</i></p>	
	TOTAL	-
6715	<p>Commissioner</p> <p>Planning Commission 3,600 (1 Chairperson @\$65 and 4 Commissioners @\$55 plus medicare tax and retirement)</p>	
	TOTAL	3,600
6720	<p>Contractual</p> <p>Zoning Code Update (Density) 8,000</p> <p>General Plan Update (\$500,000 \$257,000 spent in FY 15/16) 340,000 <i>General Plan Update (\$100,000 FY 15/16) + \$240,000 from 16/17)</i></p>	
	TOTAL	348,000
	<i>\$12,000 - AQMD and Park in-Lieu Fee (Quimby)</i>	

COMMUNITY DEVELOPMENT

Dept. 4216: Engineering

STATEMENT OF PURPOSE

The Administration & Engineering program provides the personnel and technical resources to maintain and improve the City's physical infrastructure.

STAFFING SUMMARY (FTEs)	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
Community Development Director	0.00	0.00	0.00	0.00	0.00
Community Development Manager	0.00	0.00	1.00	1.00	0.00
Assistant Engineer	1.00	1.00	1.00	1.00	1.00
Community Dev Secretary	0.00	0.00	0.00	0.00	0.00
Total:	1.00	1.00	2.00	2.00	1.00

BUDGET SUMMARY	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
Personnel Costs	100,219	95,241	128,431	129,097	104,657
Operating Expenses	11,068	94,696	112,490	111,290	208,490
Total:	\$ 111,287	\$ 189,937	\$ 240,921	\$ 240,387	\$ 313,147

FUNDING SOURCES	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
Gas Tax			25,640	25,640	25,640
Proposition A			-	-	13,500
Proposition C			10,255	10,255	17,500
Measure R			14,357	14,357	14,357
General Fund	111,287	189,937	190,669	190,135	242,150
Total:	\$ 111,287	\$ 189,937	\$ 240,921	\$ 240,387	\$ 313,147

KEY PROGRAM GOALS

1. Administer all infrastructure engineering and maintenance services including the Capital Improvement Program.
2. Continue to administer and implement NPDES (National Pollutant Discharge Elimination System) program.
3. Continue to monitor and reduce TMDLs (Total Maximum Daily Loads) of storm drain pollutants.

KEY WORKLOAD MEASURES	<i>Recommended</i> 2016-17
Administer MS4 Permit	100%
City Monument Signs	100%
Lugo Park Renovation Project	100%
Capital Improvement Project Development/Implementation	100%

COMMUNITY DEVELOPMENT

Dept: 4216 Engineering

EXPENDITURE DETAIL

PERSONNEL	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
ACCT.					
5100 Community Development Director	-			-	-
5100 Community Development Manager	-		21,836	23,523	-
5100 Assistant Engineer	84,473	76,069	86,508	86,510	89,398
5100 Community Dev Secretary	-	-	-	-	-
5105 Overtime	183	2,222	-	-	-
5110 Hourly		2,237	-	-	-
5120 Retirement	6,990	6,846	9,041	8,018	6,379
5125 Medicare Tax	1,228	1,215	1,571	1,571	1,296
5130 Medical Insurance	6,004	5,006	7,778	7,778	6,214
5133 Dental Insurance	515	460	644	644	515
5134 Disability Insurance	429	388	549	549	452
5136 Vacation Buy Back	-	441	-	-	-
5137 Vision Insurance	118	107	155	155	124
5138 Life Insurance	279	250	349	349	279
5139 Bilingual Pay	-	-	-	-	-
Total:	\$ 100,219	\$ 95,241	\$ 128,431	\$ 129,097	104,657
OPERATING COSTS					
ACCT.					
6080 Office supplies	99	502	500	500	500
6386 Professional Memberships	-	-	490	490	490
6391 Travel and Meetings	-	18	500	-	-
6392 Training and Education	-	-	1,000	300	-
6720 Contractual	10,965	16,403	27,500	27,500	22,500
6745 Engineering Services	4	77,773	82,500	82,500	185,000
Total:	\$ 11,068	\$ 94,696	\$ 112,490	\$ 111,290	208,490

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	ENGINEERING
	DEPT. 4216	
	SALARIES AND BENEFITS	
5100	Community Development Director	-
5100	Community Development Manager (25%)	-
5100	Assistant Engineer	89,398
5100	Community Development Secretary (33%)	-
5120	Retirement	6,379
5125	Medicare Tax	1,296
5130	Medical Insurance	6,214
5133	Dental Insurance	515
5134	Disability Insurance	452
5136	Vacation Buy Back	-
5137	Vision Insurance	124
5138	Life Insurance	279
	TOTAL	104,657
	MAINTENANCE AND OPERATIONS	
6080	Office Supplies	
	General office supplies	500
	(BNI Public Works Green Book, Cost Book, Standard Plans, Engineering Codes, MUTCD, Traffic Manual)	
	General office supplies (Drafting table, lamp, wire bin, roll fire, Blue Print Stand, Desk Chair.)	
	TOTAL	500
6386	Professional Membership	
	American Society of Civil Engineers	285
	American Public Works Association	170
	City and County Engineers Association	35
	TOTAL	490
6391	Travel and Meetings	
	Public Works Training/Conference for Engineer	-
	Annual Public Works Conference (International Public Works Congress & Expo)	
	TOTAL	-
6392	Training and Education	
	American Society of Civil Engineers Conference	-
	TOTAL	-

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	ENGINEERING
	DEPT. 4216	
6720	<p>Contractual</p> <p>General administrative services, public works plan checks, construction permit processing, engineering surveys, annual catch basin cleaning, industrial waste inspection services, and special project assistance performed by the County, City portion of LAFCO costs</p> <p style="text-align: right;">17,500</p> <p>Sewer System Management Plan Recertification and 2017 Plan Audits</p> <p style="text-align: right;">5,000</p>	
	TOTAL	22,500
6745	<p>Engineering Services</p> <p>PUBLIC WORKS - Professional engineering services, inspection services, engineering services, and special project assistance for city projects (Wildan Engineering Services up to \$75,000) (Transtech as needed)</p> <p style="text-align: right;">75,000</p> <p style="text-align: right;">-</p> <p>NPDES/MS4 Compliance (Mandated) (WMP Implementation) National Pollutant Discharge Elimination System (Environmental Engineering Services for NPDES Program Development and Implementation) NPDES Storm Drain Filming For Illegal Connections Administer TMDL (Total Maximum Daily Loads) mandated by California Regional Water Quality Control Board annual waste discharge (SRWCB) Increase Catch Basin Maintenance per MS4 Permit Municipal Separate Storm Sewer System (MS4) Development and Implementation MS4 Front Software License</p> <p style="text-align: right;">105,000</p> <p>Signal Hill - Gateway Water Management Authority annual membership</p> <p style="text-align: right;">5,000</p>	
	TOTAL	185,000

COMMUNITY DEVELOPMENT

Dept. 4212 Building Regulation

STATEMENT OF PURPOSE

The Building program administers Building Plan Checks, Building Permit issuance and performs Building

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
STAFFING SUMMARY (FTEs)					
Community Development Director	0.00	0.00	0.00	0.00	0.00
Building Inspector	0.00	0.00	0.00	0.00	0.00
Community Development Manager	0.00	0.00	0.00	0.00	0.00
Part-Time Positions 1/	0.00	1.00	1.00	1.00	1.00
Total:	0.00	1.00	1.00	1.00	1.00

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
BUDGET SUMMARY					
Personnel Costs	91,793	113,422	115,110	118,985	86,159
Operating Expenses	20,900	59,511	64,390	53,390	54,190
Total:	\$ 112,693	\$ 172,933	\$ 179,500	\$ 172,375	\$ 140,349

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
FUNDING SOURCES					
General Fund	112,693	172,933	179,500	172,375	140,349
Gas Tax	-	-	-	-	-
Total:	\$ 112,693	\$ 172,933	\$ 179,500	\$ 172,375	\$ 140,349

KEY PROGRAM GOALS

1. Cost savings and faster reviews through private outsourcing of plan check services.
2. Cross training of staff to provide more complete counter and permit services.
3. Building Permit Transition to building permit software.
4. Improve overall coordination with Community Preservation and Planning.

KEY WORKLOAD MEASURES	<i>Recommended</i> 2016-17
Permits issued	300
Inspections conducted	900
Building related inquiries resolved at public counter or via telephone/e-mail	1,500

FOOTNOTES:

1/ Building Inspector is a Part-Time Employee

COMMUNITY DEVELOPMENT

Dept: 4212 Building Regulation

EXPENDITURE DETAIL

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
PERSONNEL					
ACCT.					
5100 Full Time	-	-	-	-	-
5100 Community Dev Director	-	-	-	-	-
5100 Community Dev Manager	1,283	23,066	21,837	21,837	-
5100 Building Inspector	-	-	-	-	-
5100 Comm. Dev. Secretary (33%)	-	-	-	-	-
5105 Overtime	-	-	-	-	-
5110 Hourly	82,283	78,604	81,900	81,900	81,900
5120 Retirement	363	1,935	1,822	1,822	-
5121 PARS/APPLE Retirement	6,191	5,895	6,143	6,143	3,071
5125 Medicare Tax	1,216	1,522	1,505	1,505	1,188
5130 Medical Insurance	399	1,610	1,564	1,564	-
5133 Dental Insurance	40	130	129	129	-
5134 Disability Insurance	7	119	111	111	-
5136 Vacation Buy Back	-	441	-	3,875	-
5137 Vision Insurance	4	30	31	31	-
5138 Life Insurance	7	70	68	68	-
Total:	\$ 91,793	\$ 113,422	\$ 115,110	\$ 118,985	\$ 86,159

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
OPERATING EXPENSES					
ACCT.					
6080 Office Supplies	-	-	200	200	200
6310 Advertising	3,917	-	-	-	-
6315 Division Expense	84	-	-	-	-
6386 Professional Membership	-	-	90	90	90
6392 Education and Training	-	88	600	600	600
6720 Contractual	1,375	52,478	52,500	52,500	52,500
6745 Engineering Services	4,380	-	-	-	-
6749 Fees and Licenses	-	-	-	-	-
6752 Industrial Waste	10,897	6,072	11,000	-	-
6760 Project Consulting/Admin Serv	-	-	-	-	-
6779 Strong Motion Fees	247	873	-	-	800
6795 Water Discharge Fees	-	-	-	-	-
Total:	\$ 20,900	\$ 59,511	\$ 64,390	\$ 53,390	\$ 54,190

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION		
	DEPT. 4212	BUILDING REGULATION	
	SALARIES AND BENEFITS		
5100	Community Development Director		-
5100	Community Development Manager (25%)		-
5100	Building Inspector		-
5100	Comm. Dev. Secretary (33%)		-
5105	Overtime		-
5110	Hourly		-
	1 Building Inspector (\$45/hr x 35hrs/week)	81,900	81,900
5120	Retirement		-
5121	PARS/APPLE Retirement		3,071
5125	Medicare Tax		1,188
5130	Medical Insurance		-
5133	Dental Insurance		-
5134	Disability Insurance		-
5137	Vision Insurance		-
5138	Life Insurance		-
		TOTAL	86,159
	MAINTENANCE AND OPERATIONS		
6080	Office Supplies		
	Permitting Software (33%)		-
	LA County Code Update	200	
	General Supplies		-
		TOTAL	200
6386	Professional Membership		
	California Building Inspector	90	
		TOTAL	90
6392	Education and Training		
	Certified Building Inspector	100	
	Certified Plumbing Inspector	250	
	Certified Electrical Inspector	250	
		TOTAL	600

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	BUILDING REGULATION
	DEPT. 4212	
6720	Contractual Building Official Services (Wildan Contract up to \$75,000) Plan Check Services (Transtech)	37,500 15,000
		TOTAL 52,500
6752	Industrial Waste <i>This category covers the cost of industrial waste licensing inspections.</i> <i>Mandatory County Fee (Not every year)</i>	-
		TOTAL -
6779	Strong Motion Fee <i>(\$200/quarter)</i>	800
		TOTAL 800

COMMUNITY DEVELOPMENT

Dept. 4620: Housing Rehab

STATEMENT OF PURPOSE

The Housing program implements programs to preserve and improve the City's affordable Housing stock, and also implements programs to provide energy improvements to the general housing stock citywide.

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
STAFFING SUMMARY (FTEs)					
Part-Time	1.00	1.00	1.00	1.00	0.25
Total:	1.00	1.00	1.00	1.00	0.25

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
BUDGET SUMMARY					
Personnel Costs	44,533	24,637	45,323	-	25,301
Operating Expenses	44,635	70,963	54,677	50	-
Total:	\$ 89,168	\$ 95,600	\$ 100,000	\$ 50	\$ 25,301

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
FUNDING SOURCES					
General Fund	-	-	-	-	-
CDBG	89,168	95,600	100,000	50	25,301
Total:	\$ 89,168	\$ 95,600	\$ 100,000	\$ 50	\$ 25,301

KEY PROGRAM GOALS

1. Administer CDBG Housing Re-Hab program.
2. Administer CDBG Project Management.

KEY WORKLOAD MEASURES

Housing Rehabilitation Loan Program projects administered

7

COMMUNITY DEVELOPMENT

Dept: 4620 Housing Rehab SFD

EXPENDITURE DETAIL

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
PERSONNEL					
<u>ACCT.</u>					
5115 Part Time	40,875	22,613	41,600	-	24,050
5121 PARS/APPLE Retirement	3,065	1,696	3,120	-	902
5125 Medicare Tax	593	328	603	-	349
Total:	\$ 44,533	\$ 24,637	\$ 45,323	\$ -	\$ 25,301
OPERATING EXPENSES					
<u>ACCT.</u>					
6350 Home Improvement Program	320	-	-	-	-
6760 Project Consulting/Admin Serv	-	-	-	50	-
6767 Housing Rehabilitation Consultant	44,315	70,963	54,677	-	-
Total:	\$ 44,635	\$ 70,963	\$ 54,677	\$ 50	\$ -

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	
	DEPT. 4620	HOUSING REHAB SFD
	SALARIES AND BENEFITS	
5115	Part Time Housing Rehabilitation Specialist	24,050
5121	PARS/APPLE Retirement	902
5125	Medicare Tax	349
	TOTAL	25,301

COMMUNITY SERVICES

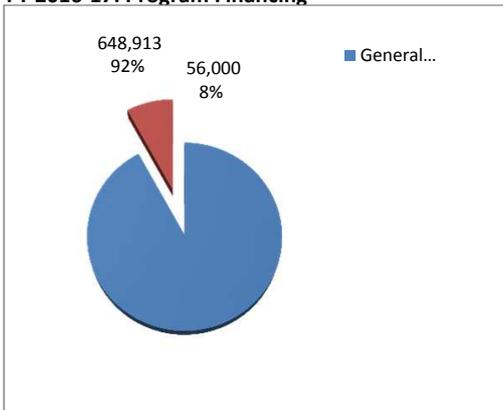
Parks and Recreation

Department 4350: Recreation
Coordinates recreation programs

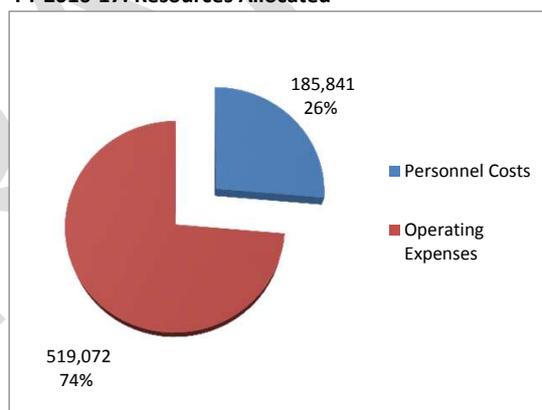
Department 4410: Park Maintenance
Operate & maintain park facilities.

DEPARTMENT SUMMARY

FY 2016-17: Program Financing



FY 2016-17: Resources Allocated



	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
RESOURCES ALLOCATED					
Personnel Costs	512,903	501,571	248,125	357,311	185,841
Operating Expenses	276,472	176,110	664,302	655,486	519,072
Total:	\$ 789,375	\$ 677,681	\$ 912,427	\$ 1,012,797	\$ 704,913
PROGRAM FINANCING					
General Fund	789,375	677,681	856,427	987,466	704,913
County Park Bond	-	-	56,000	25,331	-
Total:	\$ 789,375	\$ 677,681	\$ 912,427	\$ 1,012,797	\$ 704,913
PERSONNEL (FTE)					
	22.50	18.50	28.50	28.50	19.63
Total:	22.50	18.50	28.50	28.50	19.63

COMMUNITY SERVICES

Dept. 4350: Recreation

STATEMENT OF PURPOSE

To offer quality recreation and human services programs ranging from children to senior citizen support.

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
STAFFING SUMMARY (FTEs)					
Community Services Director	1.00	0.00	0.00	0.00	0.00
Community Services Manager	0.00	0.00	0.00	0.00	0.00
Recreation Supervisor	0.00	0.00	0.00	0.00	0.00
Recreation Coordinator	0.00	0.00	0.00	0.00	0.00
Part Time Positions	21.00	18.00	18.00	18.00	18.00
Total:	22.00	18.00	18.00	18.00	18.00

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
BUDGET SUMMARY					
Personnel Costs	342,284	318,967	181,188	224,188	175,971
Operating Expenses	62,231	93,406	457,832	473,438	226,927
Total:	\$ 404,515	\$ 412,373	\$ 639,020	\$ 697,626	\$ 402,898

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
FUNDING SOURCES					
General Fund	404,515	412,373	639,020	697,626	402,898
Total:	\$ 404,515	\$ 412,373	\$ 639,020	\$ 697,626	\$ 402,898

KEY PROGRAM GOALS

1. Run youth sports leagues
2. Provide community events and activities
3. Operate teen programs and senior center

KEY WORKLOAD MEASURES

Youth sports leagues	3
Special Events	10
Monthly participation in events/activities (youth/seniors)	300

FOOTNOTES:

1/ There are 14 Part-Time positions covered under this line item for 3 months of operations.

EXPENDITURE DETAIL

PERSONNEL	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
5100 Full-Time	200	1,225	-	-	-
5100 Recreation Supervisor	-	-	-	-	-
5100 Recreation Coordinator	-	-	-	-	-
5105 Overtime	6,252	8,798	-	-	-
5110 Hourly	307,729	282,791	167,184	209,005	167,273
5120 Retirement	-	-	-	-	-
5121 PARS/APPLE Retirement	23,564	21,962	11,580	12,414	6,273
5125 Medicare Tax	4,539	4,191	2,424	2,769	2,425
5130 Medical Insurance	-	-	-	-	-
5133 Dental Insurance	-	-	-	-	-
5134 Disability Insurance	-	-	-	-	-
5136 Vacation Buy Back	-	-	-	-	-
5137 Vision Insurance	-	-	-	-	-
5138 Life Insurance	-	-	-	-	-
5139 Bilingual Pay	-	-	-	-	-
Total:	\$ 342,284	\$ 318,967	\$ 181,188	\$ 224,188	\$ 175,971

OPERATING EXPENSES	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
6080 Office Supplies	676	919	4,500	4,500	250
6085 Plaques and Badges	14	-	-	-	-
6210 Recreation Supplies	2,241	13,698	15,100	3,100	-
6230 Sports Equipment	3,015	23,675	-	-	-
6240 Trophies and Awards	4,586	-	-	-	-
6250 Uniforms	10,149	19,545	19,500	7,500	-
6270 Youth Sports Shirts	8,177	-	-	-	-
6315 Divisional Expense	-	-	-	-	-
6370 Office Equipment Maintenance	838	210	-	-	-
6386 Professional Membership	140	40	50	50	-
6390 Telephone	7,486	1,012	-	-	-
6391 Travel and Meetings	-	-	4,000	2,186	-
6392 Training and Education	-	1,383	-	-	-
6470 Sports Event Entry Fees	-	-	-	-	-
6510 Excursions	4,360	1,586	-	120	-
6580 Senior Program Trips	-	-	7,150	7,150	36,882
6585 Special Events	80	29,815	27,552	27,552	53,254
6590 Umpires	17,831	(126)	-	-	-
6715 Commissioner	247	124	4,980	4,980	5,340
6720 Contractual Services	247	124	-	41,300	131,201
6725 Construction	-	-	375,000	375,000	-
6772 Sports Equipment Maintenance	1,282	-	-	-	-
6993 Other Equipment	862	1,401	-	-	-
Total:	\$ 62,231	\$ 93,406	\$ 457,832	\$ 473,438	\$ 226,927

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-17**

ACCT. NO.	DESCRIPTION	RECREATION
	DEPT. 4350	
	SALARIES AND BENEFITS	
5110	Hourly	167,273
	Administrative Assistant	39,133
	Sr. Recreation Leader	26,543
	Receptionist	6,776
	Recreation Leader	11,696
	Recreation Leader	15,666
	Recreation Aide	14,062
	Recreation Aide	32,145
	Maintenance Aide	21,252
5120	Retirement	-
5121	PARS/APPLE Retirement	6,273
5125	Medicare Tax	2,425
5130	Medical Insurance	-
5133	Dental Insurance	-
5134	Disability Insurance	-
5137	Vision Insurance	-
5138	Life Insurance	-
	TOTAL	175,971
	MAINTENANCE AND OPERATIONS	
6080	Office Supplies	
	Printing (Youth Sports, Seniors, Administration)	-
	Special Supplies (Youth Sports, Seniors, Administration)	250
	TOTAL	250
6210	Recreation Supplies	
	Teens (Arts & Crafts, Foosball Table and Board Games)	-
	Classes (In-House Runned Classes)	-
	Contract	
	Classes	-
	TOTAL	-
6230	Sports Equipment	
	Soccer Goals (One-Time Expense)	-
	TOTAL	-

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-17**

ACCT. NO.	DESCRIPTION	RECREATION
	DEPT. 4350	
6250	Uniforms Administration Sports	
	TOTAL	-
6386	Professional Membership SCMAF	-
	TOTAL	-
6391	Travel and Meetings Trainings (Two Trainings) Staff, Parks and Recreation Commissioners, and Senior Commissioners	- -
	TOTAL	-
6510	Excursions (Funded by Prop A & C) \$10,000	
	TOTAL	-
6580	Senior Programs	
	Annual Events	7,150
	July	300
	August	700
	September	900
	October	250
	November	300
	December	1,500
	January	700
	February	250
	March	250
	April	600
	May	1,000
	June	400
	St Barnabas - Case Manger for Seniors - General Fund share	29,732
	TOTAL	36,882
6585	Special Events	
	Valentines Dance	1,150
	DJ	350
	Decorations	100
	Door Prizes	300
	Flyers	- In-House Printing
	Insurance	400

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-17**

ACCT. NO.	DESCRIPTION	RECREATION
	DEPT. 4350	
	Easter	3,200
	<i>DJ</i>	350
	<i>Decorations</i>	300
	<i>Entertainment</i>	700
	<i>Candy</i>	600
	<i>Easter Baskets</i>	500
	<i>Easter Eggs</i>	350
	<i>Insurance</i>	400
	Book Fair	9,900
	<i>Canopy and Stage Rental</i>	6,000
	<i>Sound System</i>	350
	<i>Catering (Box Lunch)</i>	850
	<i>Flyers</i>	- In-House Printing
	<i>Promotions/Giveaways</i>	500
	<i>Port-a-Potties</i>	800
	<i>Volunteer Shirts</i>	1,000
	<i>Insurance</i>	400
	4th of July	20,300
	<i>Fireworks</i>	13,500
	<i>Flyers</i>	- In-House Printing
	<i>Port-a-Potties</i>	800
	<i>Insurance</i>	1,000
	<i>Entertainment</i>	3,000
	<i>Rental of Generators/Stage</i>	2,000
	Halloween Dance	1,150
	<i>DJ</i>	350
	<i>Decorations</i>	100
	<i>Door Prizes</i>	300
	<i>Flyers</i>	- In-House Printing
	<i>Insurance</i>	400
	Halloween Carnival	4,300
	<i>Entertainment</i>	2,000
	<i>Candy</i>	600

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-17**

ACCT. NO.	DEPT. 4350	DESCRIPTION	RECREATION
		<i>Prizes</i>	300
		<i>Game Booths</i>	1,000
		<i>Insurance</i>	400
		<i>Flyers</i>	- In-House Printing
		Holiday Event	11,900
		<i>Toys</i>	5,000
		<i>Snow</i>	5,000
		<i>Insurance</i>	400
		<i>Flyers</i>	- In-House Printing
		<i>Decorations</i>	1,000
		<i>Pancake Breakfast</i>	500
		Outdoor Movie Night	1,354
		<i>Rental of Screen</i>	1,000
		<i>Insurance</i>	350
		<i>Movie Rental</i>	4
		Anticipated contributions and donation for 37.5% of cost of events	
		TOTAL	53,254

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-17**

ACCT. NO.	DESCRIPTION	RECREATION
	DEPT. 4350	
6715	Commissioner Parks and Recreation Commission (1 Chairperson @\$55 and 4 Commissioners @\$45) Aging and Senior Citizen Commission (1 Chairperson @\$40 and 4 Commissioners @\$35) Includes medicare taxes and retirement	2,970 2,370 TOTAL 5,340
6720	Contractual Services Sports / Recreation Programs Woodcraft Rangers	131,201 TOTAL 131,201
6725	Construction General Fund Lugo Park Soccer Field and Restroom Rehabilitaion Project Other Funding Sources (Budgeted other places.) CDBG- Restroom CDBG - Soccer Field Cudahy Youth Foundaton Los Angeles	- TOTAL -

COMMUNITY SERVICES

Dept. 4410: Parks Maintenance

STATEMENT OF PURPOSE

To provide the resources necessary to maintain the City's public parks and facilities.

STAFFING SUMMARY (FTEs)	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
Community Service Director	0.00	0.00	0.00	0.00	0.00
Community Service Manager	0.00	0.00	0.00	0.00	0.00
Maintenance Superintendent	0.50	0.50	0.50	0.50	0.13
Maintenance Leader	0.00	0.00	1.00	1.00	0.25
Part-Time Maintenance Workers 1/	0.00	0.00	3.00	3.00	0.75
Part-Time Maintenance Aides 2/	0.00	0.00	6.00	6.00	0.50
Total:	0.50	0.50	10.50	10.50	1.63

BUDGET SUMMARY	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
Personnel Costs	170,619	182,604	66,937	133,123	9,870
Operating Expenses	214,241	82,704	206,470	182,048	292,145
Total:	\$ 384,860	\$ 265,308	\$ 273,407	\$ 315,171	\$ 302,015

FUNDING SOURCES	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
General Fund	384,860	265,308	217,407	289,840	302,015
County Park Bond			56,000	25,331	-
Total:	\$ 384,860	\$ 265,308	\$ 273,407	\$ 315,171	\$ 302,015

KEY PROGRAM GOALS

1. Provide comprehensive tree maintenance services including inspection, trimming, removal, and planting.
2. Coordinate landscape maintenance services for street medians.
3. Coordinate landscape maintenance services for parks facilities.
4. Evaluate and respond to citizen tree/park maintenance service requests.

KEY WORKLOAD MEASURES

Daily morning clean up consisting of bathroom clean up, blowing off hard surfaces, trash pick up, checking/emptying/replacing trash bags

Monthly food distribution program

Weekly mowing, weeding, edging and general landscaping of Atlantic Median, Clara Park, Clara Expansion Park, Lugo Park, Cudahy Park, Triangle Park, Pocket Park, and River Bed.

FOOTNOTES:

1/ Includes are 1.5 FTE for Part-Time Maintenance Workers for a period of 3 months

2/ Includes .5 FTE Maintenance Aides for a period of 3 months

COMMUNITY SERVICES

Dept: 4410 Parks Maintenance

EXPENDITURE DETAIL

PERSONNEL	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
5100 Full-Time	15,760	27,654	20,368	47,792	
5100 Community Services Director					
5100 Community Services Manager					
5100 Maintenance Superintendent					
5100 Maintenance Leader					2,134
5105 Overtime	1,152	8,096	-	23,614	-
5110 Salaries, Hourly	103,665	81,447	30,669	40,489	7,248
5120 Retirement	10,957	7,531	5,758	-	-
5121 PARS/APPLE Retirement	8,878	6,628	2,503	4,822	352
5125 Medicare Tax	1,916	1,781	780	2,246	136
5130 Medical Insurance	27,775	41,940	6,072	7,324	-
5133 Dental Insurance	231	529	455	699	-
5134 Disability Insurance	83	183	107	111	-
5136 Vacation Buy Back	-	6,453	-	5,923	-
5137 Vision Insurance	126	190	120	29	-
5138 Life Insurance	76	172	105	74	-
5139 Bilingual Pay	-	-	-	-	-
Total:	\$ 170,619	\$ 182,604	\$ 66,937	\$ 133,123	\$ 9,870

OPERATING EXPENSES	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
6040 Gasoline	12,923	8,637	10,000	5,000	-
6080 Office Supplies	542	549	500	100	-
6110 Chemicals	150	150	500	500	-
6140 Park Maintenance and Supplies	16,595	12,197	14,000	18,100	11,000
6250 Uniforms	-	1,352	3,500	3,500	-
6318 Electricity	83,994	-	-	-	-
6375 Miscellaneous Expense	-	-	-	-	-
6380 Natural Gas	1,670	448	-	-	-
6387 Signs	52	-	-	-	-
6389 Special Projects	-	22,006	70,700	75,600	79,125
6390 Telephone	3,077	428	-	-	-
6392 Training and Education	494	264	1,000	1,000	1,000
6394 Vehicle Maintenance	4,594	5,534	-	1,978	-
6395 Water	61,600	14,558	-	-	-
6712 Backflow Testing	100	885	-	-	-
6720 Contractual	225	-	90,900	70,900	200,900
6750 Graffiti Removal	1,903	-	-	-	-
6761 Plumbing	1,172	-	-	-	-
6765 Property Maintenance	18,009	-	-	-	-
6770 Service Equipment Maintenance	3,844	13,086	5,120	5,120	120
6785 Tree Trimming	3,297	2,610	10,250	250	-
Total:	\$ 214,241	\$ 82,704	\$ 206,470	\$ 182,048	\$ 292,145

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-17**

ACCT. NO.	DESCRIPTION	PARKS MAINTENANCE
DEPT. 4410		
	SALARIES AND BENEFITS	
5100	Community Services Director	-
5100	Community Services Manager	-
5100	Maintenance Superintendent	-
5100	Maintenance Leader	2,134
5110	Hourly	7,248
	Maintenance Worker	1,095
	Maintenance Aide	6,153
5120	Retirement	-
5121	PARS/APLPE Retirement	352
5125	Medicare Tax	136
5130	Medical Insurance	-
5133	Dental Insurance	-
5134	Disability Insurance	-
5136	Vacation Buy Back	-
5137	Vision Insurance	-
5138	Life Insurance	-
	TOTAL	9,870
	MAINTENANCE AND OPERATIONS	
6040	Gasoline	
	TOTAL	-
6080	Office Supplies	
	New Computers and Desks	
	All-in-One Printer (Copier, Printer, Scanner)	
	TOTAL	-
6110	Chemicals	
	Chemical eradication services (estimated)	
	TOTAL	-

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-17**

ACCT. NO.	DESCRIPTION	PARKS MAINTENANCE
	DEPT. 4410	
6140	Park Maintenance and Supplies Safety equipment Saws, chain saws, saw chains, bars and oil Rope, gloves, batteries Tree stakes, ties, shovels, rakes, and brooms Construction Work Signs Cones, barricades, delineators, etc. Small tool replacement <div style="text-align: right; margin-top: 10px;"><i>Subtotal</i> -</div> <hr style="width: 30%; margin-left: auto; margin-right: 0;"/> Playground Wood Chips 8,000 Baseball Field Brick Dust 3,000	
	TOTAL	11,000
6250	Uniforms Maintenance Personnel Uniforms & Boots	
	TOTAL	-
6389	Special Projects Playground Surface (Grant Funded) - <i>Lugo Park (Repair)</i> - <i>Clara Expansion (All)</i> - <i>Cudahy Park (Water)(All)</i> - <i>Cudahy Park Playground (New)</i> - Trash Cans (50 Gal.) (Working with Consolidated/Republic Services to purchase trash cans for city facilities) - Indoor Trash Cans - Honda Generator EU3000I - Maintenance and Repair 4,125 <i>Water irrigation system maintenance, repair, and expansion pump</i> 1,000 <i>General Plumbing and electrical repairs with purchase of snake</i> 1,125 <i>Landscape materials - Plants and Trees</i> 1,200 <i>General Repairs</i> 800 <i>ADA Accessibility Improvements</i> 75,000	
	TOTAL	79,125
6392	Training and Education Training workshops, seminars, conferences and related reference materials Training for Class B Driver's License	
	TOTAL	1,000

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-17**

ACCT. NO.	DESCRIPTION	PARKS MAINTENANCE
	DEPT. 4410	
6720	Contractual Yearly expense covers the administration costs of the Land Use Covenant/Agreement with the State of California Contract Landscape Maintenance	900 200,000
	TOTAL	200,900
6770	Service Equipment Maintenance Annual AQMD permit fee required for brush chipper operation Maintenance and Repairs to Lawnmowers, edgers, and other power material Riding Mower	120 - -
	TOTAL	120

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-17**

ACCT. NO.	DESCRIPTION	PARKS MAINTENANCE
	DEPT. 4410	
6785	Tree Trimming Scheduled Citywide tree maintenance - 4 year trim cycle TLC Contract- Total 50,000 (50% share cost with Street Maintenance)	-
	Tree Removal (Remove dead trees or hazardous trees)	-
	TOTAL	-

COMMUNITY SERVICES

Public Safety

Department 4501: Law Enforcement
General law and traffic enforcement.

Dept: 4230 Community Preservation
Code enforcement and compliance services

Department 4510: Animal Regulation
Animal regulation, licensing, and enforcement.

Dept: 4520 Crossing Guards
Crosswalk monitoring in school zones

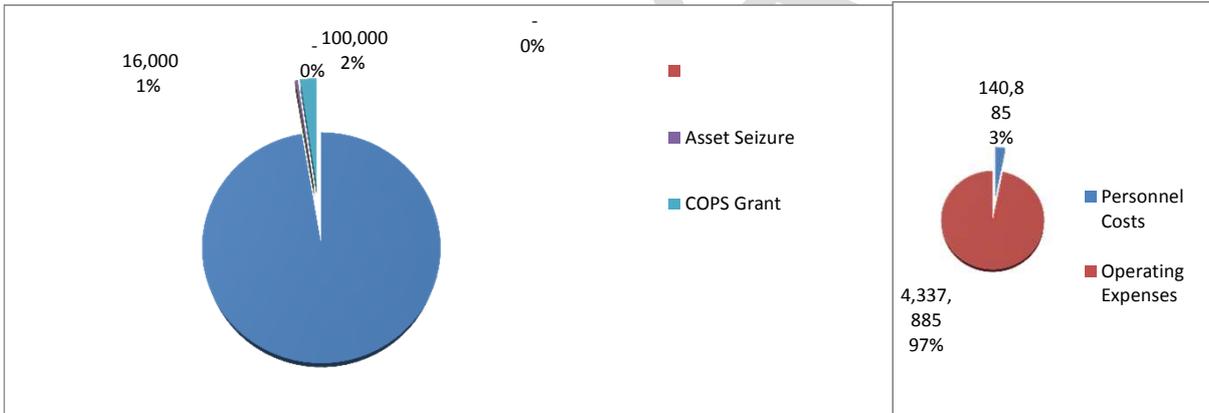
Department 4530: Municipal Enforcement
Parking permits and enforcement.

Department 4502: Volunteers On Patrol
Volunteers on patrol, neighborhood watch

DEPARTMENT SUMMARY

FY 2016-17: Program Financing

FY 2016-17: Resources Allocated



	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
RESOURCES ALLOCATED					
Personnel Costs	120,113	79,870	145,732	182,556	140,885
Operating Expenses	3,649,359	3,673,294	3,772,998	3,806,067	4,337,885
Total:	\$ 3,769,472	\$ 3,753,164	\$ 3,918,730	\$ 3,988,623	\$ 4,478,770
PROGRAM FINANCING					
General Fund	3,710,543	3,716,391	3,823,089	3,872,234	4,227,784
Gas Tax	-	-	54,346	-	20,918
Community Preservation	-	-	54,346	-	114,068
Asset Seizure	-	-	16,000	16,000	16,000
COPS Grant	-	-	100,000	100,000	100,000
Total:	\$ 3,710,543	\$ 3,716,391	\$ 3,823,089	\$ 3,872,234	\$ 4,478,770
PERSONNEL (FTE)					
	1.00	1.00	6.00	6.00	3.08
Total:	1.00	1.00	6.00	6.00	3.08

COMMUNITY SERVICES

Dept. 4501: Police Services

STATEMENT OF PURPOSE

To provide comprehensive general law and traffic enforcement services through a contract with the Los Angeles County Sheriff's Department.

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
STAFFING SUMMARY (FTEs)					
Public Safety & Services Manager	0.00	0.00	0.00	0.00	0.00
Total:	0.00	0.00	0.00	0.00	0.00

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
BUDGET SUMMARY					
Personnel Costs	-	-	77,637	-	-
Operating Expenses	3,522,744	3,564,182	3,803,767	3,803,767	4,156,938
Total:	\$ 3,522,744	\$ 3,564,182	\$ 3,881,404	\$ 3,803,767	\$ 4,156,938

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
FUNDING SOURCES					
General Fund	3,522,744	3,564,182	3,703,294	3,687,767	4,040,938
Gas Tax	-	-	54,346	-	-
Community Preservation	-	-	7,764	-	-
Asset Seizure	-	-	16,000	16,000	16,000
COPS Grant	-	-	100,000	100,000	100,000
Total:	\$ 3,522,744	\$ 3,564,182	\$ 3,881,404	\$ 3,803,767	\$ 4,156,938

KEY PROGRAM GOALS

COMMUNITY SERVICES

Dept: 4501 Police Services

EXPENDITURE DETAIL

HIDE COLUMN

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2014-15	<i>Amended</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
PERSONNEL							
<u>ACCT.</u>	-	-	-	-	-	-	-
5100 Public Safety & Services Manager	-	-	-	-	65,511	-	-
5120 Retirement	-	-	-	-	5,467	-	-
5121 PARS Retirement	-	-	-	-	-	-	-
5125 Medicare Tax	-	-	-	-	950	-	-
5130 Medical Insurance	-	-	-	-	4,690	-	-
5133 Dental Insurance	-	-	-	-	386	-	-
5134 Disability Insurance	-	-	-	-	331	-	-
5136 Vacation Buy Back	-	-	-	-	-	-	-
5137 Vision Insurance	-	-	-	-	93	-	-
5138 Life Insurance	-	-	-	-	209	-	-
Total:	\$ -	\$ -	\$ -	\$ -	\$ 77,637	\$ -	\$ -

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2014-15	<i>Amended</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
OPERATING EXPENSES							
<u>ACCT.</u>							
6390 Telephone	13,609	-	-	-	-	-	-
6763 Police Services	3,509,135	3,564,182	3,587,147	3,587,147	3,803,767	3,803,767	4,156,938
Total:	\$ 3,522,744	\$ 3,564,182	\$ 3,587,147	\$ 3,587,147	\$ 3,803,767	\$ 3,803,767	\$ 4,156,938

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	
	DEPT. 4501	POLICE SERVICES
	SALARIES AND BENEFITS	
5100	Public Safety & Services Manager (20% General Fund)	-
5120	Retirement	-
5121	PARS/APPLE Retirement	-
5125	Medicare Tax	-
5130	Medical Insurance	-
5133	Dental Insurance	-
5134	Disability Insurance	-
5136	Vacation Buy Back	-
5137	Vision Insurance	-
5138	Life Insurance	-
	TOTAL	-
	MAINTENANCE AND OPERATIONS	
6763	Police Services	4,040,938
	9/56 Hour Service Units	
	1 Growth Deputy - Neighborhood Watch	
	1 Service Area Sergeant	
	Police Services - Supplemental	
	Asset Seizure (Grant Funded)	16,000
	COPS (Grant Funded)	100,000
	TOTAL	4,156,938

*Telephone costs are included under *Facilities Operations*

COMMUNITY SERVICES

Dept. 4230: Community Preservation

STATEMENT OF PURPOSE

Community Preservation investigates complaints about Municipal Code violations relating to health, safety, business license, nuisances, housing, and zoning.

STAFFING SUMMARY (FTEs)	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
Community Development Director	0.00	0.00	0.00	0.00	0.00
Community Development Manager	0.00	0.00	1.00	1.00	0.00
Public Safety & Services Manager	0.00	0.00	0.00	0.00	0.08
Community Preservation Officer	1.00	1.00	1.00	1.00	1.00
Part-Time Positions	0.00	0.00	0.00	0.00	0.00
Total:	1.00	1.00	2.00	2.00	1.08

BUDGET SUMMARY	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
Personnel Costs	27,703	-	-	113,201	81,017
Operating Expenses	-	-	-	30,310	75,232
Total:	\$ 27,703	\$ -	\$ -	\$ 143,511	\$ 156,249

FUNDING SOURCES	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
General Fund	-	-	-	63,052	21,263
Gas Tax	-	-	-	5,459	20,918
CDBG	27,703	-	175,000	75,000	114,068
Total:	\$ 27,703	\$ -	\$ 175,000	\$ 143,511	\$ 156,249

KEY PROGRAM GOALS

1. Expand the use of administrative citations for the enforcement of various ordinances set forth in the Municipal Code.
2. Use targeted enforcement to pro-actively address code compliance problems within specific neighborhoods.
3. Investigate complaints about Municipal Code violations relating to health, safety, nuisances, housing, and zoning.
4. Work with the business license division to enforce commercial business occupancy (CBO) requirements.
5. Continue the use of FASE to pro-actively enforce both residential and commercial maintenance requirement.

KEY WORKLOAD MEASURES

KEY WORKLOAD MEASURES	<i>Recommended</i> 2016-17
1. Implement Code Enforcement case tracking software.	100%
2. Administrative penalty & municipal bail schedule amendments.	100%
3. Increase CPO performance/productivity (field inspections).	100%
4. Business license enforcement revisions, commercial business occupancy (CBO) requirements.	100%
5. Increase compliance through outreach and resident education (handouts, articles).	100%
6. Implement inspection upon resale and residential rental ordinance.	100%

COMMUNITY SERVICES

Dept: 4230 Community Preservation

EXPENDITURE DETAIL

PERSONNEL	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
5110 Community Development Manager	-	-	-	-	-
5110 Public Safety & Services Manager	-	-	-	-	-
5100 Community Preservation Officer	19,217	-	-	30,774	54,579
5105 Overtime	535	-	-	37	-
5115 Part Time	-	-	-	-	-
5120 Retirement	5,358	-	-	9,857	7,072
5121 PARS/APPLE Retirement	-	-	-	-	-
5125 Medicare Tax	285	-	-	444	791
5130 Medical Insurance	2,010	-	-	7,928	16,968
5133 Dental Insurance	64	-	-	839	1,003
5134 Disability Insurance	102	-	-	102	186
5136 Vacation Buy Back	-	-	-	-	-
5137 Vision Insurance	39	-	-	27	283
5138 Life Insurance	93	-	-	66	135
5139 Bilingual Pay	-	-	-	-	-
Total:	\$ 27,703	\$ -	\$ -	\$ 50,074	\$ 81,017

OPERATING EXPENSES	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
6040 Gasoline	-	-	-	-	-
6080 Office Supplies	-	-	-	-	900
6250 Uniforms	-	-	-	191	500
6386 Professional Membership	-	-	-	85	750
6390 Telephone	-	-	-	-	-
6391 Travel and Meeting	-	-	-	-	-
6392 Training and Education	-	-	-	1,078	2,302
6394 Vehicle Maintenance	-	-	-	-	1,000
6755 Legal Services	-	-	-	28,956	69,780
Total:	\$ -	\$ -	\$ -	\$ 30,310	\$ 75,232

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	COMMUNITY PRESERVATION
	DEPT. 4230	
	SALARIES AND BENEFITS	
5100	Public Safety & Services Manager (9months @ 10%)	-
5100	Community Preservation Officer	54,579
5115	Part Time	-
	Community Preservation Officer (\$14 per hour x 19hrs per week) - New Position	-
5120	Retirement	7,072
5121	PARS/APPLE Retirement	-
5125	Medicare Tax	791
5130	Medical Insurance	16,968
5133	Dental Insurance	1,003
5134	Disability Insurance	186
5137	Vision Insurance	283
5138	Life Insurance	135
	TOTAL	81,017
	MAINTENANCE AND OPERATIONS	
6080	Office Supplies	
	Compliance notices and citation forms	-
	Miscellaneous code enforcement equipment	-
	<i>Additional supplies (pepper spray, envelopes, etc.)</i>	400 CDBG Budget
	<i>Printer Toner</i>	500 CDBG Budget
	Code Enforcement Software (33% Share Cost)	
	TOTAL	900
6250	Uniforms	
	TOTAL	500
6386	Professional Membership	
	California Association of Code Enforcement Officers (Staff & Director)	
	TOTAL	750
6392	Training and Education	
	Training for community preservation personnel (workshops, seminars and conferences)	
	TOTAL	2,302

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DEPT. 4230	DESCRIPTION	COMMUNITY PRESERVATION
6394		Vehicle Maintenance Fuel and scheduled preventive maintenance (Unit #32, #36)	
			TOTAL 1,000
6755		Legal Services City Prosecutor Prosecution <i>Muni Code Update</i>	
			44,780
			25,000
			TOTAL 69,780

COMMUNITY SERVICES

Dept. 4520: Crossing Guards

STATEMENT OF PURPOSE

Program provides the technical resources necessary to perform special vehicular traffic impact analysis studies for community development projects, and ensures compliance with State mandated Congestion Management Plan (CMP) requirements.

STAFFING SUMMARY (FTEs)	<i>ACTUAL 2013-14</i>	<i>ACTUAL 2014-15</i>	<i>Original 2015-16</i>	<i>Amended 2015-16</i>	<i>Recommended 2016-17</i>
	0.00	0.00	0.00	0.00	0.00
Total:	0.00	0.00	0.00	0.00	0.00

BUDGET SUMMARY	<i>ACTUAL 2013-14</i>	<i>ACTUAL 2014-15</i>	<i>Original 2015-16</i>	<i>Amended 2015-16</i>	<i>Recommended 2016-17</i>
Personnel Costs	-	-	-	-	-
Operating Expenses	31,226	36,773	36,200	36,200	36,200
Total:	\$ 31,226	\$ 36,773	\$ 36,200	\$ 36,200	\$ 36,200

FUNDING SOURCES	<i>ACTUAL 2013-14</i>	<i>ACTUAL 2014-15</i>	<i>Original 2015-16</i>	<i>Amended 2015-16</i>	<i>Recommended 2016-17</i>
General Fund	\$ 31,226	36,773	36,200	36,200	-
C.O.P.S.	-	-	-	-	36,200
Total:	\$ -	\$ -	\$ -	\$ -	\$ 36,200

KEY PROGRAM GOALS

1. Provide crossing guard services during morning drop-off and afternoon pick-up hours

KEY WORKLOAD MEASURES

Number of Crossguard locations

4

COMMUNITY SERVICES

Dept: 4520 Crossing Guards

EXPENDITURE DETAIL

HIDE COLUMN

	<i>ACTUAL 2013-14</i>	<i>ACTUAL 2014-15</i>	<i>Original 2014-15</i>	<i>Amended 2014-15</i>	<i>Original 2015-16</i>	<i>Amended 2015-16</i>	<i>Recommended 2016-17</i>
OPERATING EXPENSES							
<u>ACCT.</u>							
6730	\$ 31,226	\$ 36,773	\$ 36,200	\$ 36,200	\$ 36,200	\$ 36,200	\$ 36,200

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DEPT. 4520	DESCRIPTION	CROSSING GUARDS
		MAINTENANCE AND OPERATIONS	
6730		Crossing Guards Services Seeking alternative funding from eligible providers	
		TOTAL	36,200

COMMUNITY SERVICES

Dept. 4510: Animal Regulation

STATEMENT OF PURPOSE

To provide the resources necessary to ensure community public health and safety through education and pro-active enforcement of State, County, and City animal regulations.

STAFFING SUMMARY (FTEs)	<i>ACTUAL 2013-14</i>	<i>ACTUAL 2014-15</i>	<i>Original 2015-16</i>	<i>Amended 2015-16</i>	<i>Recommended 2016-17</i>
Public Safety & Services Manager	0.00	0.00	0.00	0.00	0.00
Total:	0.00	0.00	0.00	0.00	0.00

BUDGET SUMMARY	<i>ACTUAL 2013-14</i>	<i>ACTUAL 2014-15</i>	<i>Original 2015-16</i>	<i>Amended 2015-16</i>	<i>Recommended 2016-17</i>
Personnel Costs	-	-	-	-	-
Operating Expenses	65,206	52,148	30,000	30,000	60,000
Total:	\$ 65,206	\$ 52,148	\$ 30,000	\$ 30,000	\$ 60,000

FUNDING SOURCES	<i>ACTUAL 2013-14</i>	<i>ACTUAL 2014-15</i>	<i>Original 2015-16</i>	<i>Amended 2015-16</i>	<i>Recommended 2016-17</i>
General Fund	65,206	52,148	30,000	30,000	60,000
Total:	\$ 65,206	\$ 52,148	\$ 30,000	\$ 30,000	\$ 60,000

KEY PROGRAM GOALS

1. Adopt Title 10 (Animals) of the Los Angeles County Code (LACC) by reference.
2. Develop a plan to proactively locate dogs within the City that do not have a current license.

KEY WORKLOAD MEASURES	<i>Recommended 2016-17</i>
Number of animal licenses issued.	-
Number of live animals impounded.	-
Number of deceased animals removed.	-

COMMUNITY SERVICES

Dept: 4510 Animal Regulation

EXPENDITURE DETAIL

		<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
OPERATING EXPENSES						
<u>ACCT.</u>						
6703	Total:	\$ 65,206	\$ 52,148	\$ 30,000	\$ 30,000	\$ 60,000

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	
	DEPT. 4510	ANIMAL REGULATION
	MAINTENANCE AND OPERATIONS	
6703	Animal Control	
	Los Angeles County Animal Control Services	80,000
	Less Fees Collected	(20,000)
	TOTAL	60,000

COMMUNITY SERVICES

Dept. 4530: Municipal Enforcement

STATEMENT OF PURPOSE

To provide the necessary resources to manage vehicle parking enforcement operations, including parking permit processing data processing, and penalty assessment collection.

STAFFING SUMMARY (FTEs)	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
Public Safety & Services Manager	0.00	0.00	0.00	0.00	0.00
Part-Time Positions	0.00	0.00	4.00	4.00	2.00
Total:	0.00	0.00	4.00	4.00	2.00

BUDGET SUMMARY	<i>ACTUAL</i> 2012-13	<i>ACTUAL</i> 2013-14	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
Personnel Costs	92,403	79,863	68,095	68,095	59,868
Operating Expenses	24,200	18,431	21,100	21,370	9,515
Total:	\$ 116,603	\$ 98,294	\$ 89,195	\$ 89,465	\$ 69,383

FUNDING SOURCES	<i>ACTUAL</i> 2012-13	<i>ACTUAL</i> 2013-14	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
General Fund	116,603	98,294	89,195	\$ 89,465	69,383
Total:	\$ 116,603	\$ 98,294	\$ 89,195	\$ 89,465	\$ 69,383

KEY PROGRAM GOALS

1. To enhance customer service and relocate staff time to assist with other projects.
 2. To create overnight parking policy and fee structure
-

COMMUNITY SERVICES

Dept: 4530 Municipal Enforcement

EXPENDITURE DETAIL

PERSONNEL	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17	
ACCT.						
5130 Medical Insurance	106	-	-	-	-	
5100 Full Time	155	-	-	-	-	
5110 Salaries, Hourly	84,450	73,120	58,230	58,230	55,536	
5120 Retirement	44	-	-	-	-	
5121 PARS/APPLE Retirement	6,406	5,662	8,266	8,266	3,124	
5125 Medicare Tax	1,242	1,081	1,599	1,599	1,208	
Total:	\$ 92,403	\$ 79,863	\$ 68,095	\$ 68,095	\$ 59,868	
OPERATING EXPENSES						
ACCT.						
6040 Gasoline	13,281	11,706	10,000	10,000	2,500	2,500
6080 Office Supplies	327	82	500	500	250	250
6250 Uniforms	1,519	1,662	2,000	2,000	1,500	500
6320 Employee Physical	-	-	-	-	-	-
6378 Radio Equipment Maintenance	559	-	-	-	-	-
6390 Telephone	1,987	203	-	-	-	-
6391 Travel and Meetings	-	-	-	-	-	-
6392 Training and Education	-	-	1,000	1,270	1,000	500
6394 Vehicle Maintenance	4,827	4,628	4,000	4,000	1,000	1,000
6715 Commissioner - See Hourly	-	-	-	-	3,265	
6764 Professional Services	-	-	-	-	-	-
6972 Photography Equipment	393	-	-	-	-	-
6990 Vehicle	-	-	-	-	-	-
6993 Other Equipment	1,307	150	3,600	3,600	-	-
Total:	\$ 24,200	\$ 18,431	\$ 21,100	\$ 21,370	\$ 9,515	

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	MUNICIPAL ENFORCEMENT
	DEPT. 4530	
	SALARIES AND BENEFITS	
5100	Public Safety & Services Manager (25%)	-
5105	Overtime	-
5110	Hourly Municipal Officers (80 hours a week)	55,536
		55,536
5120	Retirement	-
5121	PARS/APPLE Retirement	3,124
5125	Medicare Tax	1,208
	TOTAL	59,868
	MAINTENANCE AND OPERATIONS	
6040	Gasoline	
	TOTAL	2,500
6080	Office Supplies Business Cards, Flash Lights, Clipboards, Batteries	
	TOTAL	250
6250	Uniforms	
	TOTAL	1,500
6392	Training and Education Training classes and seminars for commissioners/staff	
	TOTAL	1,000
6394	Vehicle Maintenance	
	TOTAL	1,000
6715	Commissioner Public Safety Commission (1 Chairperson @\$60 and 4 Commissioners @\$50)	3,265
	TOTAL	3,265
6993	Other Equipment Vehicle lease and MDC Software	-
	TOTAL	-

Public Works

Department 4425: Street Maintenance

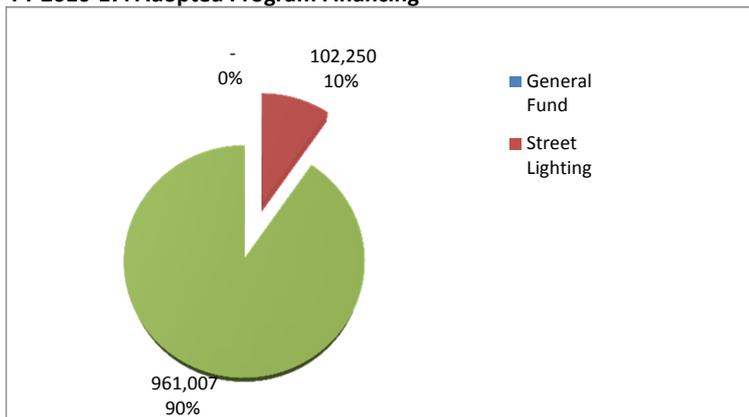
Maintain and replace signs and street marking.

Department 4430: Street Lighting

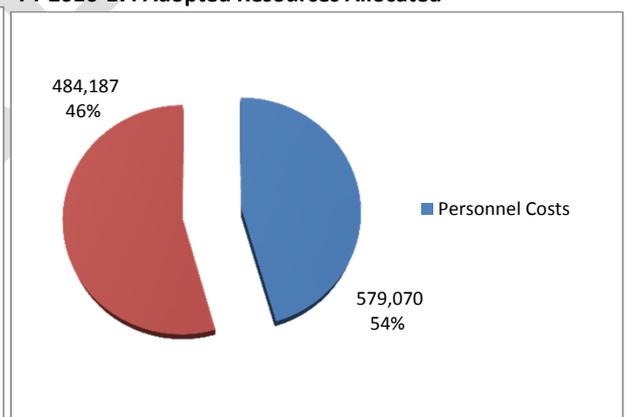
Maintain and replace street lighting

DEPARTMENT SUMMARY

FY 2016-17: Adopted Program Financing



FY 2016-17: Adopted Resources Allocated



	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
RESOURCES ALLOCATED					
Personnel Costs	251,514	311,056	506,024	506,024	484,187
Operating Expenses	282,622	267,468	579,070	566,570	579,070
Total:	\$ 534,136	\$ 578,524	\$ 1,085,094	\$ 1,072,594	\$ 1,063,257
PROGRAM FINANCING					
General Fund	-	-	-	-	-
Street Lighting	100,376	105,648	102,250	102,250	102,250
Gas Tax	433,760	472,876	982,844	970,344	961,007
Total:	\$ 534,136	\$ 578,524	\$ 1,085,094	\$ 1,072,594	\$ 1,063,257
PERSONNEL (FTE)					
	2.50	2.50	7.50	0.00	6.38
Total:	2.50	2.50	7.50	0.00	6.38

COMMUNITY SERVICES

Dept. 4425: Street Maintenance
All from Gas Tax Fund

STATEMENT OF PURPOSE

Program provides the resources required to perform routine and emergency maintenance, the repairing & replacement of traffic signs, and scheduled repainting of street markings.

STAFFING SUMMARY (FTEs)	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
Community Service Director	0.00	0.00	0.00	0.00	0.00
Community Service Manager	0.00	0.00	0.00	0.00	0.00
Maintenance Superintendent	0.50	0.50	0.50	0.50	0.88
Maintenance Leader	0.00	1.00	1.00	1.00	1.75
Maintenance Worker	2.00	6.00	6.00	6.00	3.75
Total:	2.50	7.50	7.50	7.50	6.38

BUDGET SUMMARY	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2014-15	<i>Recommended</i> 2016-17
Personnel Costs	311,056	375,181	506,024	506,024	484,187
Operating Expenses	161,820	171,175	476,820	464,320	476,820
Total:	\$ 472,876	\$ 546,356	\$ 982,844	\$ 970,344	\$ 961,007

FUNDING SOURCES	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2014-15	<i>Recommended</i> 2016-17
Gas Tax	472,876	546,356	982,844	970,344	961,007
Total:	\$ 472,876	\$ 546,356	\$ 982,844	\$ 970,344	\$ 961,007

KEY PROGRAM GOALS

1. Conduct scheduled street sign and striping maintenance inspections.
2. Repaint all stop sign/bar-stop pavement markings.
3. Repaint all school zone pavement markings.
4. Repaint all pavement markings on primary thoroughfares and secondary collector streets, including crosswalks.
5. Repaint stop bars and pavement markings in areas with new asphalt or slurry seal.

KEY WORKLOAD MEASURES

KEY WORKLOAD MEASURES	<i>Recommended</i> 2016-17
Replace traffic signs with retro-reflectivity compliant signs.	100%
Repaint stop sign/bar pavement markings.	100%
Repaint school zone pavement markings.	
Repair potholes	
Repair sidewalks	
Remove graffiti in public right-of-way	100%

EXPENDITURE DETAIL

PERSONNEL	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
5100 On Call Hours	174,948	240,531	21,837	21,837	-
5100 Community Services Manager	-	-	-	-	-
5100 Maintenance Superintendent	-	-	55,718	55,718	55,718
5100 Maintenance Worker	-	-	86,856	86,856	86,856
5100 Maintenance Worker	-	-	35,724	35,724	35,724
5100 Maintenance Worker	-	-	35,724	35,724	35,724
5100 Maintenance Worker	-	-	35,724	35,724	35,724
5100 Maintenance Worker	-	-	35,724	35,724	35,724
5100 Maintenance Worker	-	880	35,724	35,724	35,724
5105 Overtime	206	545	-	-	-
5110 Salaries, Hourly	1,325	26,220	-	-	-
5115 Part-Time	22,809	-	-	-	-
5120 Retirement	47,436	50,098	51,059	51,059	51,059
5121 PARS/APPLE Retirement	1,726	1,897	-	-	-
5125 Medicare Tax	2,932	3,829	4,457	4,457	4,457
5130 Medical Insurance	44,937	45,368	92,170	92,170	92,170
5133 Dental Insurance	2,342	2,448	9,614	9,614	9,614
5134 Disability Insurance	953	1,257	1,731	1,731	1,731
5136 Vacation Buy Back	9,763	-	-	-	-
5137 Vision Insurance	834	861	2,043	2,043	2,043
5138 Life Insurance	845	1,247	1,919	1,919	1,919
5139 Bilingual Pay	-	-	-	-	-
Total:	\$ 311,056	\$ 375,181	\$ 506,024	\$ 506,024	\$ 484,187

OPERATING COSTS	ACTUAL 2013-14	ACTUAL 2014-15	ACTUAL 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
6040 Gasoline	9,685	7,146	10,000	10,000	10,000
6150 Street Maintenance Supplies	8,520	10,218	52,500	40,000	52,500
6250 Uniforms	-	664	-	-	-
6387 Signs	1,481	5,069	20,500	20,500	20,500
6390 Telephone	2,503	796	-	-	-
6392 Training and Education	217	-	-	-	-
6394 Vehicle Maintenance	4,185	9,237	-	-	-
6395 Water	4,352	4,563	5,660	5,660	5,660
6545 Recycling	3,722	25	-	-	-
6710 Audit	775	5,037	-	-	-
6720 Contractual	-	7,392	-	-	-
6735 Dig Alert Services	392	608	-	-	-
6750 Graffiti Removal	4,120	3,215	-	-	-
6770 Street Maintenance	847	5,616	243,160	243,160	243,160
6778 Street Sweeping	108,546	109,414	120,000	120,000	120,000
6785 Tree Trimming	12,475	2,175	25,000	25,000	25,000
6990 Vehicle	-	-	-	-	-
Total:	\$ 161,820	\$ 171,175	\$ 476,820	\$ 464,320	\$ 476,820

ACCOUNT MODIFICATIONS

Cost from this department are covered all by the Gas Tax Fund

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	
	DEPT. 4425	STREET MAINTENANCE
	SALARIES AND BENEFITS	
5100	Community Services Director (25%)	-
5100	Community Services Manager	-
5100	Maintenance Superintendent (100%)	55,718
5100	Maintenance Leader (2) [1-12 Months; 1-9 Months]	86,856
5100	Maintenance Worker (New Position - Proposed)	35,724
5100	Maintenance Worker (New Position - Proposed)	35,724
5100	Maintenance Worker (New Position - Proposed)	35,724
5100	Maintenance Worker (New Position - Proposed)	35,724
5100	Maintenance Worker (New Position - Proposed)	35,724
5105	Overtime	-
5120	Retirement	51,059
5121	PARS/ APPLE Retirement	-
5125	Medicare Tax	4,457
5130	Medical Insurance	92,170
5133	Dental Insurance	9,614
5134	Disability Insurance	1,731
5136	Vacation Buy Back	-
5137	Vision Insurance	2,043
5138	Life Insurance	1,919
	TOTAL	484,187
	MAINTENANCE AND OPERATIONS	
6040	Gasoline	
	TOTAL	10,000
6150	Street Maintenance Supplies	
	PIONJAR	6,200
	Striping Machine	6,200
	Other Materials	40,100
	TOTAL	52,500
6387	Signs	
	City routine sign maintenance, replacement & repair (estimated)	
	Federal Mandate 6" Street Signs	15,000
	Street Decorations (Flags, banners, storage)	5,500
	TOTAL	20,500

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	STREET MAINTENANCE
	DEPT. 4425	
6395	Water	
		TOTAL 5,660
6770	Street Maintenance	
	Striping/Pavement (Premark Street Marking)	8,000
	<i>Schedule striping and pavement marking including select system school zones, curb painting, new pavement, and pavement reflector replacement (estimated)</i>	20,000
	Curb Addressing	
	<i>Aeron perform every 2 years (last performed in 2014)</i>	
	Bus Shelter Maintenance	
	<i>Clean and Repair Bus Shelters</i>	
	<i>Structure repair, painting, etc.</i>	
	<i>Atlantic Trash Cans (30 GAL. Metal Trash Cans Model - MF3051)</i>	25,160
	Graffiti Removal	25,000
	<i>Skid Pressure Washer</i>	10,000
	Street Maintenance	
	<i>Pot Hole Repair</i>	30,000
	Median Maintenance	35,000
	<i>Re-Landscape Atlantic Blvd. Median</i>	
	<i>2 New Trucks w/ Arrow Board</i>	90,000
		TOTAL 243,160
6778	Street Sweeping (2 times per week)	
	Nationwide Environmental Services - Street sweeping contract services	
	Street sweeping (2 times per week)	
		TOTAL 120,000
6785	Tree Trimming	
	Scheduled Citywide tree maintenance - 2 year trim cycle	
	TLC Contract- Total 50,000 (50% share cost with Park Maintenance)	
		TOTAL 25,000

COMMUNITY SERVICES

Dept. 4430: Street Lighting

STATEMENT OF PURPOSE

Program provides comprehensive maintenance services and electrical power required to operate the City's street lighting system. The cost for a portion of the safety lighting maintenance and repair is shared with other bordering jurisdictions.

BUDGET SUMMARY	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
Personnel Costs	-	-	-	-	-
Operating Expenses	100,376	105,648	102,250	102,250	102,250
Total:	\$ 100,376	\$ 105,648	\$ 102,250	\$ 102,250	\$ 102,250

FUNDING SOURCES	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
General Fund	-	-	-	-	-
Street Lighting	100,376	105,648	102,250	102,250	102,250
Total:	\$ 100,376	\$ 105,648	\$ 102,250	\$ 102,250	\$ 102,250

KEY PROGRAM GOALS

1. Conduct scheduled street lighting system inspections, and identify maintenance deficiencies.
2. Update the City's lighting and maintenance assessment district engineer's report in accordance with the 1972 State Lighting and Landscape Act.

KEY WORKLOAD MEASURES	<i>Recommended</i> 2016-17
Updated street light master plan.	100%
Upgrade street lights with the latest energy efficiency technology.	100%

COMMUNITY SERVICES

Dept: 4430 Street Lighting

EXPENDITURE DETAIL

OPERATING COSTS	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
6318 Electricity	77,082	82,428	77,250	77,250	77,250
6389 Special Projects	-	-	-	-	-
6775 Street Lighting Maintenance Service	23,294	23,220	25,000	25,000	25,000
Total:	\$ 100,376	\$ 105,648	\$ 102,250	\$ 102,250	\$ 102,250

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

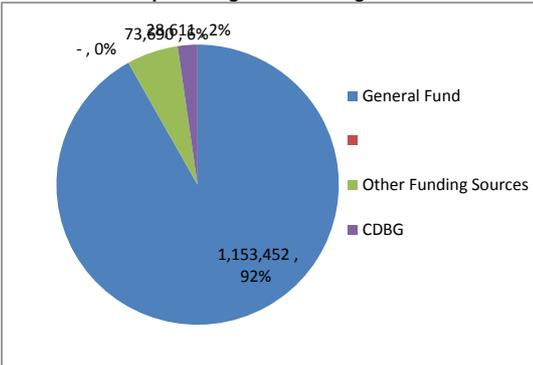
ACCT. NO.	DEPT. 4430	DESCRIPTION	STREET LIGHTING
		MAINTENANCE AND OPERATIONS	
6318		Electricity Street Lighting	TOTAL 77,250
6775		Street Lighting Maintenance Service Contract Maintenance Service	TOTAL 25,000

FACILITIES OPERATIONS

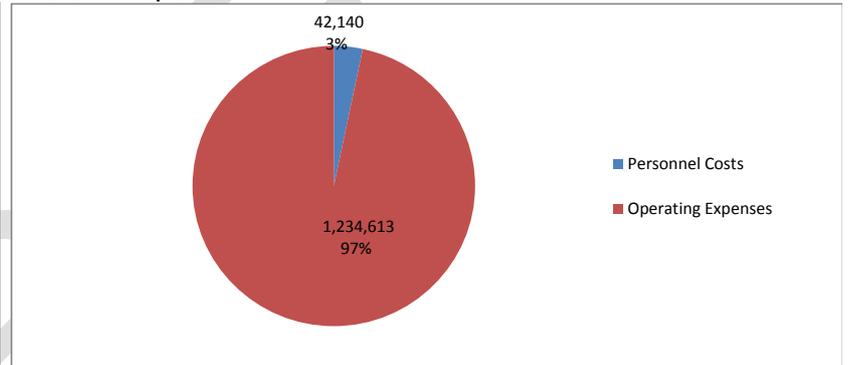
Department 4020: City Hall Operations
Operate and maintain City buildings.

DEPARTMENT SUMMARY

FY 2016-17: Adopted Program Financing



FY 2016-17: Adopted Resources Allocated



	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16
RESOURCES ALLOCATED				
Personnel Costs	32,636	38,383	22,497	20,697
Operating Expenses	381,669	733,097	984,416	1,093,884
Total:	\$ 414,305	\$ 771,480	\$ 1,006,913	\$ 1,114,581

Recommended 2016-17
42,140
1,234,613
\$ 1,276,753

	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16
PROGRAM FINANCING				
General Fund	409,305	766,480	979,309	1,070,165
Gas Tax	-	-	-	-
Other Funding Sources	5,000	5,000	-	-
CDBG	-	-	27,604	44,416
Total:	\$ 414,305	\$ 771,480	\$ 1,006,913	\$ 1,114,581

1,153,452
21,000
73,690
28,611
\$ 1,276,753

PERSONNEL (FTE)				
Total:				

0.50
0.50

FACILITIES OPERATIONS

Dept. 4020: City Hall Operations

STATEMENT OF PURPOSE

Program provides the resources required to operate and maintain City Hall, Bedwell Hall, Lugo Park, Clara Street Park Facilities and the Emergency Operations Center, which includes comprehensive mechanical services, general facility maintenance, and utility systems.

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
STAFFING SUMMARY (FTEs)					
Part-Time	0.00	0.00	3.00	3.00	2.00
Total:	0.00	0.00	3.00	3.00	2.00

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
BUDGET SUMMARY					
Personnel Costs	32,636	38,383	22,497	20,697	42,140
Operating Expenses	381,669	733,097	984,416	1,093,884	1,234,613
Total:	\$ 414,305	\$ 771,480	\$1,006,913	\$ 1,114,581	\$ 1,276,753

	<i>ACTUAL</i> 2013-14	<i>ACTUAL</i> 2014-15	<i>Original</i> 2015-16	<i>Amended</i> 2015-16	<i>Recommended</i> 2016-17
FUNDING SOURCES					
General Fund	409,305	766,480	979,309	1,070,165	1,153,452
Other Funding (Prop A,C, COPS, Used Oil)	5,000	5,000	-	-	73,690
Gas Tax					21,000
CDBG	-	-	27,604	44,416	28,611
Total:	\$ 414,305	\$ 771,480	\$1,006,913	\$ 1,114,581	\$ 1,276,753

KEY PROGRAM GOALS

1. Provide comprehensive maintenance services for general government buildings and appurtenant facilities.
2. Perform scheduled facility inspections, prepare maintenance deficiency reports and coordinate appropriate corrective action.
3. Develop a Facilities Master Plan to address improved maintenance, utility, and replacement cost savings.

KEY WORKLOAD MEASURES

	<i>Recommended</i> 2016-17
Remodel City Council Chambers.	100%
Paint City Hall, Bedwell Hall, Lugo Park, Clara Park.	100%
Develop a Facilities Master Plan.	-
Upgrade HVAC and Lighting/Controls in City facilities.	100%
Administer and monitor performance of Janitorial contract.	100%

FACILITIES OPERATIONS

Dept: 4020 City Hall Operations

EXPENDITURE DETAIL

PERSONNEL	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
5105 Overtime	743	107	-	-	-
5110 Salaries, Hourly	-	-	-	-	-
5115 Part Time	28,813	35,887	20,649	20,649	40,040
5121 PARS/APPLE Retirement	2,668	2,002	1,549	-	1,500
5125 Medicare Tax	412	387	299	48	600
Total:	\$ 32,636	\$ 38,383	\$ 22,497	\$ 20,697	\$ 42,140

OPERATING EXPENSES	ACTUAL 2013-14	ACTUAL 2014-15	Original 2015-16	Amended 2015-16	Recommended 2016-17
ACCT.					
6010 Buiding Materials	-	26,647	-	10,489	-
6012 Computer Supplies	140	-	-	-	-
6014 Copier Supplies	800	6,217	9,922	58,502	79,980
6040 Gasoline	424	243	-	-	-
6060 Kitchen Supplies	902	5,102	15,000	15,000	20,000
6080 Office Supplies	8,234	16,883	8,000	24,288	15,500
6312 City Membership	13,809	13,475	20,081	20,081	50,081
6318 Electricity	49,407	137,951	135,900	135,900	135,900
6323 Equipment Lease	4,074	82	-	-	-
6370 Office Equipment Maintenance	2,846	4,039	17,060	10,060	12,060
6375 Miscellaneous Expense	3,475	697	-	889	-
6376 Taxes and License	431	267	500	500	500
6380 Natural Gas	452	1,995	2,120	2,120	2,120
6385 Postage	6,663	8,036	7,000	9,000	7,000
6388 Subscription	-	104	-	-	-
6389 Special Projects	53,247	20,932	-	20,000	-
6390 Telephone	22,026	43,841	45,500	45,500	45,500
6395 Water	315	44,649	46,448	46,448	46,450
6396 Internet	7,685	5,556	4,500	4,500	5,700
6420 Liability Insurance	57,286	134,022	230,410	230,410	264,845
6490 Workers Compensation Insurance	71,794	90,039	218,507	197,335	222,198
6515 Food Distribution	-	-	55,500	30,500	38,611
6720 Contractual	10,748	105,023	111,324	180,218	253,324
6725 Construction	-	41,192	-	-	-
6742 Emergency Preparedness	1,445	6,196	3,360	3,360	3,360
6745 Engineering Services	-	-	-	-	-
6764 Professional Services	-	-	-	-	-
6810 Bank Charges	11,271	9,828	12,000	12,000	12,000
6910 Computers	28,684	-	33,300	33,300	6,500
6950 Heating and Air Conditioning	8,540	3,193	5,000	500	10,000
6970 Office Equipment	16,971	6,888	2,984	2,984	2,984
Total:	\$ 381,669	\$ 733,097	\$ 984,416	\$ 1,093,884	\$ 1,234,613

ACCOUNT MODIFICATIONS

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	FACILITY OPERATIONS
	DEPT. 4020	
	SALARIES AND BENEFITS	
5110	Salaries, Hourly	-
5115	Part Time	40,040
	Receptionist (\$15.40per hour x 25 hrs per week each)	40,040
5121	PARS Retirement	1,500
5125	Medicare Tax	600
	TOTAL	42,140
	MAINTENANCE AND OPERATIONS	
6010	Building Materials	
	Carpet in Council Chambers & Bedwell Office	-
	New tile at Lugo Teen Center (Porcelain)	-
	Bedwell Hall, Kitchen & Lobby Floor	-
	Clara Park Restroom Tile Floor	-
	Clara Park Lobby Floor (Porcelain)	-
	Clara Park Hall Floor (Vinyl/Porcelain)	-
	Clara Park Hall Floor (Porcelain)	-
	TOTAL	-
6014	Copier Supplies	
	Copier Supplies Servicing (Contract Konika)	3,090
	Copier Lease (Contract Ricoh \$3,403 x 12 months)	41,212 Other Funds
	Copier Supplies Servicing (Contract Ricoh \$6,050 x 4 quarters)	24,956 Other Funds
	Paper	8,222 Other Funds
	Ink	2,500 Other Funds
	<i>\$73,690 will be non-General Fund sources</i>	
	TOTAL	79,980
6060	Kitchen	
	Clara Park Kitchen Hood (Not in Compliance)	15,000
	Servicing of kitchens in all facilities	5,000
	TOTAL	20,000

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DEPT. 4020	DESCRIPTION	FACILITY OPERATIONS
6080	Office Supplies		
		Lights, water, and misc. supplies.	2,500
		Cleaning, sanitary supplies, trash liners, and paper goods	12,000
		Flags (Replace once per year)	1,000
		TOTAL	15,500
6312	City Memberships		
		California Cities for Self-Reliance JPA	30,000
		Southern California Association of Governments	2,320
		California Contract Cities	2,600
		League of California Cities	7,940
		League of California Cities - Los Angeles Division	931
		Area E Disaster Management	1,200
		Gateway Water Management Authority	5,000
		Sams Club Membership	90
		TOTAL	50,081
6318	Electricity		
		City Hall (Including Library)	50,000
		Other Facilities (Lugo Park, Clara Street Park, Bedwell Hall)	85,000
		Lighting (Atlantic/Patata Intersection)	900
		TOTAL	135,900
6370	Office Equipment Maintenance		
		Generator at Lugo Park (Bi-annual Service)	3,000
		General building repairs and facility maintenance (Estimated)	3,000
		Annual Fire Extinguisher Service	600
		Fire Sprinkler Supression System (Inspection Included)	4,000
		Locksmith	1,460
		Annual Audits (Playgrounds, Skate Park and Gym) (Included in MCE contract)	-
		TOTAL	12,060
6376	Tax and License		
		Health Department Fees	
		TOTAL	500
6380	Natural Gas		
		City Hall	450
		Clara Street Park	1,155
		Lugo Park	515
		TOTAL	2,120
6385	Postage		
		Postage Machine Lease, postage, etc.	7,000
		TOTAL	7,000
6389	Special Projects		
		AV System @ Clara Park (Turner Hall)	-
		New Podiums	-
		Chairs and Tables (Replace Broken Ones)	-
		Turner Hall and Lugo Teencenter Reception Area	

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	FACILITY OPERATIONS
	DEPT. 4020	
	Chairs (Replace Broken Ones)	-
	Teen Center Sofa (Replace)	-
	TOTAL	-
6390	Telephone	
	Ring Central	9,400
	AT&T Landline, alarm, cell phone	36,100
	TOTAL	45,500
6395	Water	
	City Hall / Library	450
	Other Facilities (Lugo Park, Clara Street Park)	46,000
	TOTAL	46,450
6396	Internet	
	Time Warner Business Class Internet	5,700
	TOTAL	5,700
6420	Liability Insurance	
	General Liability (Including property) - MIC	154,689
	Insurance Management Fees (Liability and Workers Compensation)	25,054
	Crime Insurance	2,834
	Cyber Liability	5,268
	Expected self-insurance loss	40,000
	CJPIA Retro (\$214,300)	37,000
	TOTAL	264,845
6490	Workers Compensation Insurance	
	Workers Compensation - MIC	91,844
	Insurance management fees	25,054
	Expected self-insurance loss	75,000
	CJPIA retro Installment due 7/1/2015. Additional amounts due 7/1/16/17/18 of \$51,071	30,300
	TOTAL	222,198
6515	Food Distribution	
	Food Distribution Program	38,611
	CDBG Funded	28,611
	General Fund Share of Costs	10,000
	TOTAL	38,611

**CITY OF CUDAHY
BUDGET WORKSHEET
FY 2016-2017**

ACCT. NO.	DESCRIPTION	FACILITY OPERATIONS
	DEPT. 4020	
6720	Contractual	
	AAA Alarm Services	5,974
	Information Technology - IT Systemhouse (\$3,200 x 12 months)	38,400
	Grant writing services	-
	Facility Cleaning Contract	97,500
	Translation Services (Hilda Estrada)	30,000
	CBRE - Feasibility Studay (\$50,000 alternative funding being sought)	50,000
	State Mandated Cost Recovery	3,500
	Pest Control (American City Pest and Termite)	6,000
	Flag Poles, lights, etc. (Downey Sign and Lighting)	21,950
	TOTAL	253,324
6742	Emergency Preparedness	
	LA County Satellite Network	3,360
	TOTAL	3,360
6810	Bank Charges	
	Wells Fargo (General Fees)	
	TOTAL	12,000
6910	Computers	
	Back Up Service	-
	Dell DR4100 Disk Based 9TB Back Device and Symantec Backup Exec 2014	-
	Eset Antivirus (See Richard for P.O.)	5,000
	Laptop for Recreation Department (Dell Latitude)	-
	2 Color Laser Printers	-
	Web domain registration and service fees	1,000
	Website SSL Certificates and other hosting Costs	500
	Reception Area Cash Receipt Printer (Compatible with current OS	-
	Audio/Video Recording for Council Chamber	-
	Network Switches (Netgear ProSAFE GS748Tv5 48-Port)	-
	TOTAL	6,500
6950	Heating and Air Conditioning	
	A/C Servicing	10,000
	TOTAL	10,000
6970	Office Equipment	
	Business Cards (JV Printing)	2,000
	Storage Bin (Haul-Away)	984
	TOTAL	2,984

RESOLUTION NO. 16-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA AUTHORIZING CONTINUED EXPENDITURES, INCLUDING NEW PROJECTS OR PROGRAMS, UNDER THE APPROVED FISCAL YEAR 2015-2016 OPERATING BUDGET PENDING FINAL APPROVAL OF THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Cudahy (“City”) needs an operating budget to function financially and the City Manager is required to submit a proposed annual budget to the City Council under the Cudahy Municipal Code; and

WHEREAS, the Cudahy Municipal Code structures the City’s processing of warrants and payment of demands based upon the adoption of an annual budget, and the City relies upon a budget to continue making payments to vendors and processing other City expenditures in a timely basis with proper authorization; and

WHEREAS, the City Council has a properly approved budget for fiscal year 2015-2016; and

WHEREAS, the City wishes to authorize continued expenditures under the approved fiscal year 2015-2016 budget pending adoption of the fiscal year 2016-2017 budget; and

WHEREAS, the City Council previously adopted Resolution No. 16-22 on June 30, 2016, to authorize continued expenditures under the fiscal year 2015-2016 City Budget pending the adoption of the fiscal year 2016-2017 budget by or before September 12, 2016; and

WHEREAS, the City Council previously adopted Resolution No. 16-xx on August 8, 2016, to authorize continued expenditures under the fiscal year 2015-2016 City Budget pending the adoption of the fiscal year 2016-2017 budget by or before October 31, 2016; and

WHEREAS, the City wishes to authorize continued expenditures under the approved fiscal year 2015-2016 budget pending adoption of the fiscal year 2016-2017 budget by or before the updated deadline date of December 12, 2016 at either a regular or special meeting of the City Council; and

WHEREAS, the City wishes to authorize new program or project expenditures in FY 2016-17 under the continuing appropriation of the fiscal year 2015-2016 budget pending adoption of the fiscal year 2016-2017 budget. These new programs and/or projects relate to the City being admitted as a Trade Member in the California Cities for Self-Reliance Joint Powers Authority (JPA Authority), advisory services involving potential development of parcels of land subject to the Long-Range Property Management Plan (LRPMP), and part-time case management services for seniors.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and incorporated into the body of this Resolution by this reference.

SECTION 2. The City hereby continues the fiscal year 2015-2016 budget pending adoption of the fiscal year 2016-2017 budget by the City Council through December 12, 2016. This authority extends to normal and usual operations and resultant expenditures and does not authorize any expenditure for new programs or projects except as a continuation of those authorized in the fiscal year 2015-2016 budget or the programs and projects listed in Section 3

SECTION 3. The City Council hereby authorizes expenditure for new programs or projects that will be included in the FY 2016-17 budget for up to \$134,750 in the General Fund and \$20,300 in the Community Development Block Grant Fund. New programs or projects are limited to those new projects, programs, or professional services agreements approved by the City Council between May 27, 2016 to July 25, 2016.

SECTION 4. City Manager, acting in consultation with the Finance Director, is hereby directed and authorized to make normal and necessary expenditures as may be necessary to keep the City in continuous operation between July 1, 2016 and the adoption of the fiscal year 2016-2017 budget by or before December 12, 2016, at either a regular or special meeting of the City Council.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and shall supersede Resolution No. 16-xx. The Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 24th Day of October 2016.

Baru Sanchez
Mayor

ATTEST:

Richard Iglesias,
Deputy City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF CUDAHY) SS:

I, Richard Iglesias, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 16-xx was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the Deputy City Clerk at a special meeting of said Council held on the 24th day of October 2016, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Iglesias
Deputy City Clerk