

Chris Garcia, Mayor
Cristian Markovich, Vice Mayor
Jack Guerrero, Council Member
Diane Oliva, Council Member
Baru Sanchez, Council Member



CUDAHY CITY
COUNCIL CHAMBERS
5240 Santa Ana Street
Cudahy, Ca, 90201
Phone: (323) 773-5143
Fax: (323) 77102072

AGENDA

SPECIAL MEETING
OF THE CUDAHY CITY COUNCIL
And JOINT MEETING of the
CITY OF CUDAHY AS SUCCESSOR AGENCY
TO THE CUDAHY DEVELOPMENT COMMISSION
Tuesday, November 25, 2014 – 6:30 P.M.

*"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.*

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution 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 office of the City Clerk at (323) 773-5143 at least 72 hours in advance of the meeting.

1. CALL TO ORDER

2. ROLL CALL

Council/Agency Member Guerrero
Council/Agency Member Oliva
Council/Agency Member Sanchez
Vice Mayor/Vice Chair Markovich
Mayor/Chair Garcia

3. PLEDGE OF ALLEGIANCE

4. INVOCATION

5. PRESENTATIONS - None

6. ORAL COMMUNICATONS

(Mayor: This is the time set aside for citizens to address the City Council/Agency on matters relating to City Business. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk when approaching the podium. Each person will be allowed to speak only once and will be limited to three (3) minutes. When addressing the Council/Agency please speak into the microphone and voluntarily state your name and address.)

7. CITY COUNCIL COMMENTS

(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.)

8. CITY MANAGER REPORT (information only)

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: It is recommended that the City Council/Agency 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.** A Request to Approve the City Demands and Payroll Including Cash and Investment Report for the Month of September 2014

Presented by Finance Department

Recommendation: Approve the City Demands and Payroll including Cash and Investment Report for the month of September 2014.

- B.** A Request to Approve the Local Agency Investment Fund (LAIF) for the Month of September 2014

Presented by Finance Department

Recommendation: Approve the Local Agency Investment Fund (LAIF) for the Month of September 2014.

CONSENT CALENDAR ITEM 10 (continued)

C. Adopt Resolution No. 14-81, Dissolution of Bell-Cudahy Telecommunications

Presented by Finance Department

Recommendation: Adopt Resolution No. 14-81, Dissolving the Bell-Cudahy Telecommunications Authority.

D. Second reading, Adopt Ordinance No. 634, Amending the City of Cudahy's Municipal Code Section 20 (Zoning), to add new definitions to subsection 20.08.010 adding "Emergency Shelters" and "Transitional and Supportive Housing," modify CMC subsection 20.64.040 to add "Transitional and Supportive Housing," and modify CMC subsection 20.68.080 to add "Emergency Shelters."

E. Second reading, Adopt Ordinance No. 640, Adding Chapter 20.108 Pertaining to Low Impact Development (LID) Strategies on Projects that Require Building Grading and Encroachment Permits, to Title 20 (Zoning) of the City of Cudahy Municipal Code.

F. Second reading, Adopt Ordinance No. 641, Deleting Section 8.08.030 (Fireworks Regulations) of Chapter 8.08 (Fire Code) of Title 8 (Health and Safety) of the City of Cudahy Municipal Code and Adding Chapter 8.52 (Fireworks) to Title 8 (Health and Safety) of the City of Cudahy Municipal Code Regarding the Possession, Sale, Use, and Discharge of Fireworks. Any modifications to the proposed Ordinance should be made on the record.

G. Adopt Resolution No. 14-77, Allowing a City-Wide Pilot Program to Allow Permitted Overnight On-Street Parking in Designated Parking Areas from January 1, 2015 to June 30, 2015

Presented by Acting Community Development Director

Recommendation: Adopt Resolution No. 14-77, Adopting a City-Wide Pilot Program for Overnight On-Street Parking.

H. Adopt Resolution No. 14-78, City of Cudahy's Conflict of Interest Code

Presented by Interim City Clerk

Recommendation: Adopt Resolution No. 14-78, Adopting a Revised List of Designated Positions and Disclosure Categories for Officers and Employees of the City and its Legislative Bodies, Pursuant to Government Code Section 87306 and Section 18730 of Title 2, Division 6 of the California Code of Regulations.

CONSENT CALENDAR ITEM 10 (continued)

- I. Approve Renewal of the City-County Municipal Services Agreement with the County of Los Angeles Department of Animal Care and Control Contract for Fiscal Year (FY) 2014-15 Service Level Request

Presented by City Manager

Recommendation: Approve Services Agreement with the County of Los Angeles Department of Animal Care and Control for Animal Control Services, Effective July 1, 2014 through June 30, 2019 and FY 2014-15 Service Level Request – Billing Rates.

- J. Adopt Resolution No. 14-80, Setting Priorities for Filing a Written Argument(s) Regarding a City Measure and Directing the City Attorney to Prepare an Impartial Analysis

Presented by Interim City Clerk

Recommendation: Adopt Resolution No. 14-80.

- K. Adopt Resolution No. 14-83, Authorizing the Execution of a Certificate of Acceptance for the Real Property Located at 4840-4844 ½ Clara Street Cudahy, California

Presented by Acting Community Development Director

Recommendation: Adopt Resolution No. 14-83.

- L. Approve First Amendment to Agreement for Temporary Professional Management Services with HR Dynamics and Performance Management Clarifying the Scope of Work to Include Assistance with the Preparation of a Long-Range Property Management Plan Pursuant to Health and Safety Code Section 34191.5(B).

Presented by Finance Department

Recommendation: Approve First Amendment to Agreement with HR Dynamics and Performance Management.

11. CITY COUNCIL BUSINESS SESSION

- A. First reading, Introduction of Ordinance No. 643, Regarding Water Quality and Regulations Imposed by the State Water Resources Control Board Due to Water Shortage in the State of California.

Presented by Acting Community Development Director

Recommendation: Introduce Ordinance No. 643, Adding Chapter 13.16 to the City of Cudahy's Municipal Code Relating to Water Conservation.

CITY COUNCIL BUSINESS SESSION ITEM 11 (continued)

- B. Resolution No. 14-82, Adopting the City Council Meeting Rules of Procedure, Debate and Decorum Policy

Presented by City Manager

Recommendation: Adopt Resolution No. 14-82.

12. CITY COUNCIL AS SUCCESSOR AGENCY BUSINESS SESSION - None

13. COUNCIL DISCUSSION

Discussion on Pension Reform (Guerrero)

Discussion regarding Internal Control Remediation plan (Guerrero)

14. ORAL COMMUNICATIONS (Closed Session)

(Each person will be allowed to speak only once on closed session items and will be limited to three (3) minutes. When addressing the Council please speak into the microphone and voluntarily state your name and address.)

RECESS TO CLOSED SESSION

15. CLOSED SESSION

- A. Pursuant to Government Code Section 54956.9(d) (2) and 54956.9(e) (1) – Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) Matter] - This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.
- B. Pursuant to Government Code Sections 54956.9(d)(1) – Conference with Legal Counsel to Discuss Existing Litigation
Case Name: ECM Group, Inc. v. City of Cudahy, et al.
Case Number: VC063271
- C. Closed Session Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) potential matter]

RECONVENE TO OPEN SESSION

16. CLOSED SESSION ANNOUNCEMENT

17. ADJOURNMENT

Cudahy City Council/Agency will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Tuesday, December 2, 2014 at 6:30 p.m.

I Donna G. Schwartz, 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, and Clara and Lugo Park not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the Office of the City Clerk.

Dated this 21st Day of November 2014

DONNA G. SCHWARTZ, CMC
Interim City Clerk



Item Number

10A

STAFF REPORT

Date: November 25, 2014
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Demands and Payroll for the Month of September 2014 Including Cash and Investment Report by Fund for the Month of September 2014**

RECOMMENDATION

The City Council is requested to approve the Demands and Payroll for the month of September 2014 including Cash and Investment Report by Fund for the month of September 2014.

BACKGROUND

Cudahy Municipal Code Section 3.04.080 indicates "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same." The attached Check Register Report and Cash and Investment Report by Fund September 2014 indicate that the Cash and Investment balance was sufficient to apply to the disbursements for the month of September 2014. Furthermore, Cudahy Municipal Code Section 3.04.070 indicates "...Budgeted demands paid by warrant prior to audit by the council shall be presented to the council for ratification and approval..."

ANALYSIS

The following listed demands and payroll have been audited by the Finance Department:

Computer warrants	37619 - 37726
Void checks	None
Total amount disbursed	\$528,123.67

Payroll Warrants including payroll taxes and insurance premiums:

	<u>September 4, 2014</u>	<u>September 18, 2014</u>
Issued Warrants Number	18514 - 18585	18586 - 18642
Voided Warrants		
Issued Warrants Amounts	\$ 4,862.39	\$ 8,880.66
Direct Deposits (a)	58,283.36	53,134.96
CalPERS Direct Deposit (b)	27,238.97	
CalPERS Direct Deposit (c)	17,140.36	
Payroll taxes (d)	<u>11,995.94</u>	<u>10,672.71</u>
Total Amount	\$119,521.02	\$72,688.33

Note (a) - Employees / Council members / commissioners

Note (b) - Payments for CalPERS medical insurance

Note (c) - Payments for CalPERS retirement contributions

Note (d) - Federal and State payroll taxes

The sufficiency of funds in the treasury is detailed on the attached Cash and Investment Report by Fund.

CONCLUSION

The Finance Director certifies to the accuracy and availability of funds for payment. A Demand/ Warrant Register has been submitted to the City Council for approval. It is requested the listed demands be ratified and approved for payment and the payment of payroll be ratified and approved.

FINANCIAL IMPACT

The Disbursement Report by Fund on the last page of the attachments indicate how the total disbursements of \$721,098.20 were distributed to the Funds of the City.

ATTACHMENTS

- A. Check Register Report
- B. Cash and Investment Report by Fund September, 2014

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 10/01/2014

Time: 2:42 pm

Page: 1

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
37619	09/02/2014	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE CHARGES	166.66 0.00	166.66																				
				Check Amount	166.66																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25691</td> <td>001-4025-6390.000</td> <td style="text-align: right;">79.90</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">79.90</td> </tr> <tr> <td>25691</td> <td>001-4020-6390.000</td> <td style="text-align: right;">46.63</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">46.63</td> </tr> <tr> <td>25691</td> <td>001-4350-6390.000</td> <td style="text-align: right;">40.13</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">40.13</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25691	001-4025-6390.000	79.90	0.00	79.90	25691	001-4020-6390.000	46.63	0.00	46.63	25691	001-4350-6390.000	40.13	0.00	40.13
Ref#	GL Number	Gross	Discount	Amount																					
25691	001-4025-6390.000	79.90	0.00	79.90																					
25691	001-4020-6390.000	46.63	0.00	46.63																					
25691	001-4350-6390.000	40.13	0.00	40.13																					
37620	09/02/2014	0057-2 Printed	AT & T PHONE SERVICE LAND LINES E.O.C.	399.19 0.00	399.19																				
				Check Amount	399.19																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25683</td> <td>001-4025-6390.000</td> <td style="text-align: right;">399.19</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">399.19</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25683	001-4025-6390.000	399.19	0.00	399.19										
Ref#	GL Number	Gross	Discount	Amount																					
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				Check Amount	690.02																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25677</td> <td>001-4008-6310.000</td> <td style="text-align: right;">246.53</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">246.53</td> </tr> <tr> <td>25678</td> <td>001-4008-6310.000</td> <td style="text-align: right;">443.49</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">443.49</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25677	001-4008-6310.000	246.53	0.00	246.53	25678	001-4008-6310.000	443.49	0.00	443.49					
Ref#	GL Number	Gross	Discount	Amount																					
25677	001-4008-6310.000	246.53	0.00	246.53																					
25678	001-4008-6310.000	443.49	0.00	443.49																					
37622	09/02/2014	2304 Printed	DAVE'S TROPHIES SOCCER TROPHIES	888.15 0.00	888.15																				
				Check Amount	888.15																				
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Ref#	GL Number	Gross	Discount	Amount																					
25687	001-4350-6240.000	888.15	0.00	888.15																					
37623	09/02/2014	10082 Printed	DUNN EDWARDS GRAFFITI REMOVAL PAINT	2,922.20 0.00	2,922.20																				
				Check Amount	2,922.20																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25680</td> <td>201-4425-6750.000</td> <td style="text-align: right;">2,922.20</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">2,922.20</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25680	201-4425-6750.000	2,922.20	0.00	2,922.20										
Ref#	GL Number	Gross	Discount	Amount																					
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37624	09/02/2014	10140 Printed	GARCIA CECILIA ZUMBA SUMMER CLASSES	400.00 0.00	400.00																				
				Check Amount	400.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25694</td> <td>001-4350-6585.000</td> <td style="text-align: right;">400.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">400.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25694	001-4350-6585.000	400.00	0.00	400.00										
Ref#	GL Number	Gross	Discount	Amount																					
25694	001-4350-6585.000	400.00	0.00	400.00																					
37625	09/02/2014	10142 Printed	GUDIEL BORYS JIU JITSU SUMMER CLASSES	200.00 0.00	200.00																				
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25696</td> <td>001-4350-6585.000</td> <td style="text-align: right;">200.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">200.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25696	001-4350-6585.000	200.00	0.00	200.00										
Ref#	GL Number	Gross	Discount	Amount																					
25696	001-4350-6585.000	200.00	0.00	200.00																					
37626	09/02/2014	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT CONSULTING SERV AUG 18-AUG 29	7,100.00 0.00	7,100.00																				
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25676</td> <td>001-4020-6764.000</td> <td style="text-align: right;">2,210.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">2,210.00</td> </tr> <tr> <td>25676</td> <td>001-4020-6764.000</td> <td style="text-align: right;">300.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">300.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25676	001-4020-6764.000	2,210.00	0.00	2,210.00	25676	001-4020-6764.000	300.00	0.00	300.00					
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25676	001-4020-6764.000	300.00	0.00	300.00																					

Check Register Report

City of Cudahy BANK: WELLS FARGO BANK Date: 10/01/2014
Time: 2:42 pm
Page: 2

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount		
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			25695	001-4350-6585.000	200.00	0.00	200.00
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37631	09/02/2014	9717 Printed	PCAM, LLC SHUTTLE SERVICE JULY 2014	15,241.86 0.00	15,241.86		
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37632	09/02/2014	0069-2 Printed	SIEMENS INDUSTRY, INC. TRAFFIC SIGNAL MAINT JUNE 2013	1,566.50 0.00	1,566.50		
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37633	09/02/2014	0172 Printed	SMART & FINAL FOOD SERVICE SNACKS FOR CITY EVENTS	37.89 0.00	37.89		
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			25682	001-4020-6060.000	14.25	0.00	14.25
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Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Date: 10/01/2014

Time: 2:42 pm

Page: 3

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
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			Check Amount		350.00
37636	09/02/2014	9626 Printed	THE BANCORP BANK 2012 FORD FUSION HYBRID TWO	1,211.96 0.00	1,211.96
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	25681	257-4780-6990.000		1,211.96	1,211.96
			Check Amount		1,211.96
37637	09/02/2014	7015 Printed	THE UPS STORE #5461 LIVE SCAN VARIOUS DEPARTMENTS	420.00 0.00	420.00
			Check Amount		420.00
	25685	001-4015-6320.000		420.00	420.00
			Check Amount		420.00
37638	09/09/2014	4550 Printed	235- PRAXAIR DISTRIBUTION INC. CYLINDER RENTAL	41.08 0.00	41.08
			Check Amount		41.08
	25739	201-4425-6150.000		41.08	41.08
			Check Amount		41.08
37639	09/09/2014	9603 Printed	ALLY 2010 GMC SIERRA TRUCK	482.90 0.00	482.90
			Check Amount		482.90
	25740	257-4780-6393.000		482.90	482.90
			Check Amount		482.90
37640	09/09/2014	7995 Printed	AMERICAN CITY PEST CONTROL PEST CONTROL SERVICE AUGUST	484.00 0.00	484.00
			Check Amount		484.00
	25709	001-4025-6758.000		101.00	101.00
	25710	001-4025-6758.000		101.00	101.00
	25711	001-4025-6758.000		101.00	101.00
	25712	001-4025-6758.000		64.00	64.00
	25743	001-4025-6758.000		117.00	117.00
			Check Amount		484.00
37641	09/09/2014	9738 Printed	ARENT FOX LLP LEGAL SERVICES JULY 2014	3,277.00 0.00	3,277.00
			Check Amount		3,277.00
			Check Amount		3,277.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
37642	09/09/2014	0057-2 Printed	AT & T PHONE SERVICE LAND LINE LUGO COMPUTER ROOM	126.25 0.00	126.25																				
				Check Amount	126.25																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25737</td> <td>001-4025-6390.000</td> <td style="text-align: right;">126.25</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">126.25</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25737	001-4025-6390.000	126.25	0.00	126.25										
Ref#	GL Number	Gross	Discount	Amount																					
25737	001-4025-6390.000	126.25	0.00	126.25																					
37643	09/09/2014	10123 Printed	B & V GROUP CORPORATION MUNI VEHICLE MAINTENANCE	270.00 0.00	270.00																				
				Check Amount	270.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25730</td> <td>001-4530-6394.000</td> <td style="text-align: right;">95.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">95.00</td> </tr> <tr> <td>25731</td> <td>001-4530-6394.000</td> <td style="text-align: right;">135.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">135.00</td> </tr> <tr> <td>25732</td> <td>001-4530-6394.000</td> <td style="text-align: right;">40.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">40.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25730	001-4530-6394.000	95.00	0.00	95.00	25731	001-4530-6394.000	135.00	0.00	135.00	25732	001-4530-6394.000	40.00	0.00	40.00
Ref#	GL Number	Gross	Discount	Amount																					
25730	001-4530-6394.000	95.00	0.00	95.00																					
25731	001-4530-6394.000	135.00	0.00	135.00																					
25732	001-4530-6394.000	40.00	0.00	40.00																					
37644	09/09/2014	0552 Printed	BELL PLUMBING & HEATING UNPLUG & REPAIR SINK AT LUGO	419.33 0.00	419.33																				
				Check Amount	419.33																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25733</td> <td>001-4025-6705.000</td> <td style="text-align: right;">419.33</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">419.33</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25733	001-4025-6705.000	419.33	0.00	419.33										
Ref#	GL Number	Gross	Discount	Amount																					
25733	001-4025-6705.000	419.33	0.00	419.33																					
37645	09/09/2014	9669 Printed	COMMERCIAL DOOR OF LOS ANGELES SERVICED DOOR @ CLARA PARK	300.00 0.00	300.00																				
				Check Amount	300.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25734</td> <td>001-4025-6765.000</td> <td style="text-align: right;">300.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">300.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25734	001-4025-6765.000	300.00	0.00	300.00										
Ref#	GL Number	Gross	Discount	Amount																					
25734	001-4025-6765.000	300.00	0.00	300.00																					
37646	09/09/2014	9719 Printed	CSG CONSULTANTS, INC. BUILDING PLAN REVIEW SERVICE	673.38 0.00	673.38																				
				Check Amount	673.38																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25706</td> <td>001-4215-6720.000</td> <td style="text-align: right;">673.38</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">673.38</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25706	001-4215-6720.000	673.38	0.00	673.38										
Ref#	GL Number	Gross	Discount	Amount																					
25706	001-4215-6720.000	673.38	0.00	673.38																					
37647	09/09/2014	10082 Printed	DUNN EDWARDS PAINT FOR CUDAHY PARK FIELDS	468.26 0.00	468.26																				
				Check Amount	468.26																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25718</td> <td>001-4350-6230.000</td> <td style="text-align: right;">468.26</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">468.26</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25718	001-4350-6230.000	468.26	0.00	468.26										
Ref#	GL Number	Gross	Discount	Amount																					
25718	001-4350-6230.000	468.26	0.00	468.26																					
37648	09/09/2014	10018 Printed	ESTRADA HILDA INTERPRETER JULY 10, JULY 30,	2,000.00 0.00	2,000.00																				
				Check Amount	2,000.00																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25703</td> <td>001-4008-6720.000</td> <td style="text-align: right;">2,000.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">2,000.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25703	001-4008-6720.000	2,000.00	0.00	2,000.00										
Ref#	GL Number	Gross	Discount	Amount																					
25703	001-4008-6720.000	2,000.00	0.00	2,000.00																					
37649	09/09/2014	9721 Printed	EXSTATIC PRINTING BASEBALL T-SHIRT NUMBERING	436.50 0.00	436.50																				
				Check Amount	436.50																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Ref#</th> <th style="text-align: left;">GL Number</th> <th style="text-align: right;">Gross</th> <th style="text-align: right;">Discount</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>25704</td> <td>001-4350-6250.000</td> <td style="text-align: right;">436.50</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">436.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25704	001-4350-6250.000	436.50	0.00	436.50										
Ref#	GL Number	Gross	Discount	Amount																					
25704	001-4350-6250.000	436.50	0.00	436.50																					

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount															
37650	09/09/2014	9983 Printed	FIESTA TAXI COOPERATIVE, INC. DIAL A RIDE -JULY SENIORS ONLY	3,991.25 0.00	3,991.25															
				Check Amount	3,991.25															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25699</td> <td>252-4750-6780.000</td> <td>3,991.25</td> <td>0.00</td> <td>3,991.25</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25699	252-4750-6780.000	3,991.25	0.00	3,991.25					
Ref#	GL Number	Gross	Discount	Amount																
25699	252-4750-6780.000	3,991.25	0.00	3,991.25																
37651	09/09/2014	6087 Printed	FIRST AMERICAN DATA TREE SERVICE RENDERED AUGUST	99.00 0.00	99.00															
				Check Amount	99.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25716</td> <td>001-4215-6386.000</td> <td>49.50</td> <td>0.00</td> <td>49.50</td> </tr> <tr> <td>25716</td> <td>001-4210-6720.000</td> <td>49.50</td> <td>0.00</td> <td>49.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25716	001-4215-6386.000	49.50	0.00	49.50	25716	001-4210-6720.000	49.50	0.00	49.50
Ref#	GL Number	Gross	Discount	Amount																
25716	001-4215-6386.000	49.50	0.00	49.50																
25716	001-4210-6720.000	49.50	0.00	49.50																
37652	09/09/2014	9543 Printed	GALARZA CARLOS A UMPIRE AUGUST 2014	54.00 0.00	54.00															
				Check Amount	54.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25724</td> <td>001-4350-6590.000</td> <td>54.00</td> <td>0.00</td> <td>54.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25724	001-4350-6590.000	54.00	0.00	54.00					
Ref#	GL Number	Gross	Discount	Amount																
25724	001-4350-6590.000	54.00	0.00	54.00																
37653	09/09/2014	0126-1 Printed	GOLDEN STATE WATER COMPANY WATER SERVICE JULY 23 - AUG 22	5,035.79 0.00	5,035.79															
				Check Amount	5,035.79															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25728</td> <td>201-4425-6395.000</td> <td>36.66</td> <td>0.00</td> <td>36.66</td> </tr> <tr> <td>25729</td> <td>001-4410-6395.000</td> <td>4,999.13</td> <td>0.00</td> <td>4,999.13</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25728	201-4425-6395.000	36.66	0.00	36.66	25729	001-4410-6395.000	4,999.13	0.00	4,999.13
Ref#	GL Number	Gross	Discount	Amount																
25728	201-4425-6395.000	36.66	0.00	36.66																
25729	001-4410-6395.000	4,999.13	0.00	4,999.13																
37654	09/09/2014	2139-2 Printed	HDL COREN & CONE PROPERTY TAX JULY-SEPT 2014	1,250.00 0.00	1,250.00															
				Check Amount	1,250.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25697</td> <td>001-4155-6720.000</td> <td>1,250.00</td> <td>0.00</td> <td>1,250.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25697	001-4155-6720.000	1,250.00	0.00	1,250.00					
Ref#	GL Number	Gross	Discount	Amount																
25697	001-4155-6720.000	1,250.00	0.00	1,250.00																
37655	09/09/2014	0042 Printed	HUNTINGTON PARK RUBBER STAMP SELF INK STAMP; NAME PLATE	44.93 0.00	44.93															
				Check Amount	44.93															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25698</td> <td>001-4008-6080.000</td> <td>28.86</td> <td>0.00</td> <td>28.86</td> </tr> <tr> <td>25698</td> <td>001-4001-6085.000</td> <td>16.07</td> <td>0.00</td> <td>16.07</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25698	001-4008-6080.000	28.86	0.00	28.86	25698	001-4001-6085.000	16.07	0.00	16.07
Ref#	GL Number	Gross	Discount	Amount																
25698	001-4008-6080.000	28.86	0.00	28.86																
25698	001-4001-6085.000	16.07	0.00	16.07																
37656	09/09/2014	9723 Printed	IT SYSTEMHOUSE, INC. IT OUTSOURCING SERV AUGUST	3,200.00 0.00	3,200.00															
				Check Amount	3,200.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25717</td> <td>001-4020-6910.000</td> <td>3,200.00</td> <td>0.00</td> <td>3,200.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25717	001-4020-6910.000	3,200.00	0.00	3,200.00					
Ref#	GL Number	Gross	Discount	Amount																
25717	001-4020-6910.000	3,200.00	0.00	3,200.00																
37657	09/09/2014	2378 Printed	ITL, INC. FUEL	2,841.82 0.00	2,841.82															
				Check Amount	2,841.82															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25713</td> <td>001-4020-6040.000</td> <td>57.84</td> <td>0.00</td> <td>57.84</td> </tr> <tr> <td>25713</td> <td>201-4425-6040.000</td> <td>175.19</td> <td>0.00</td> <td>175.19</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25713	001-4020-6040.000	57.84	0.00	57.84	25713	201-4425-6040.000	175.19	0.00	175.19
Ref#	GL Number	Gross	Discount	Amount																
25713	001-4020-6040.000	57.84	0.00	57.84																
25713	201-4425-6040.000	175.19	0.00	175.19																

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	25721	201-4420-6771.000		1,046.45	0.00
				1,046.45	
			Check Amount		2,504.31
37665	09/09/2014	5489 Printed	SOURCE ONE COPIER PAPER	215.10	215.10
				0.00	
Ref#	GL Number	Gross	Discount	Amount	
25707	001-4020-6080.000	71.70	0.00	71.70	
25707	001-4350-6080.000	35.85	0.00	35.85	
25708	001-4350-6080.000	35.85	0.00	35.85	
25708	001-4020-6080.000	71.70	0.00	71.70	
			Check Amount		215.10
37666	09/09/2014	10099 Printed	TRUJILLO VICTOR UMPIRE AUGUST 2014	54.00	54.00
				0.00	
Ref#	GL Number	Gross	Discount	Amount	
25726	001-4350-6590.000	54.00	0.00	54.00	
			Check Amount		54.00
37667	09/09/2014	9542 Printed	ZARAGOZA SERGIO UMPIRE AUGUST 2014	54.00	54.00
				0.00	
Ref#	GL Number	Gross	Discount	Amount	
25725	001-4350-6590.000	54.00	0.00	54.00	
			Check Amount		54.00
37668	09/09/2014	1206 Printed	COUNTY OF LOS ANGELES IND WAST INDUSTRIAL WASTE JUNE 2014	1,263.84	1,263.84
				0.00	
Ref#	GL Number	Gross	Discount	Amount	
25746	001-4212-6752.000	1,263.84	0.00	1,263.84	
			Check Amount		1,263.84
37669	09/09/2014	9983 Printed	FIESTA TAXI COOPERATIVE, INC. DIAL A RIDE JUNE SENIORS ONLY	5,246.19	5,246.19
				0.00	
Ref#	GL Number	Gross	Discount	Amount	
25744	252-4750-6780.000	2,461.10	0.00	2,461.10	
25745	252-4750-6780.000	2,785.09	0.00	2,785.09	
			Check Amount		5,246.19
37670	09/10/2014	8021 Printed	AT & T MOBILITY CELLULAR SERVICES JUL 7-AUG 6	525.11	525.11
				0.00	
Ref#	GL Number	Gross	Discount	Amount	
25749	001-4530-6390.000	103.11	0.00	103.11	
25749	001-4410-6390.000	177.91	0.00	177.91	
25749	001-4501-6390.000	96.01	0.00	96.01	
25749	001-4151-6390.000	34.69	0.00	34.69	
25749	001-4018-6390.000	44.68	0.00	44.68	
25749	510-4230-6390.000	48.10	0.00	48.10	
25749	001-4011-6390.000	10.61	0.00	10.61	
25749	001-4210-6390.000	10.00	0.00	10.00	
			Check Amount		525.11
37671	09/10/2014	4159 Printed	SUPERIOR GROCERS FOOD DISTRIBUTION AUGUST 2014	2,854.24	2,854.24
				0.00	

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
37672	09/10/2014	10143 Printed	USA FITNESS COURT JUDGMENT CASE 14D02801	2,854.24	2,854.24
				0.00	0.00
				Check Amount 2,854.24	
				5,085.00	5,085.00
37673	09/16/2014	4550 Printed	235- PRAXAIR DISTRIBUTION INC. REFILL OXYGEN CYLINDERS	5,085.00	5,085.00
				0.00	0.00
				Check Amount 5,085.00	
				134.38	134.38
37674	09/16/2014	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERV AUG	67.19	67.19
				67.19	67.19
				Check Amount 134.38	
				92.77	92.77
37675	09/16/2014	0057-2 Printed	AT & T PHONE SERVICE LAND LINE PHONE SERV AUGUST	40.11	40.11
				52.66	52.66
				Check Amount 92.77	
				1,298.89	1,298.89
37676	09/16/2014	7019 Printed	BUSINESS CARD CREDIT CARD AUGUST 2014 RI	817.47	817.47
				297.72	297.72
				290.35	290.35
				-106.65	-106.65
				Check Amount 1,298.89	
				4,250.83	4,250.83
37677	09/16/2014	0136 Printed	CITY OF SOUTH GATE SIGNAL MAINTENACE	545.33	545.33
				99.61	99.61
				80.57	80.57
				440.00	440.00
				128.93	128.93
				2,329.88	2,329.88
				15.57	15.57
				4.19	4.19
				150.00	150.00
				375.00	375.00
				81.75	81.75
				Check Amount 4,250.83	
				75.00	75.00
				0.00	0.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	25751	201-4420-6771.000	75.00	0.00	75.00
			Check Amount		75.00
37678	09/16/2014	2289 Printed	CONSOLIDATED DISPOSAL REFUSE ASSESSMENT AUGUST	2,456.59	2,456.59
				0.00	
			Check Amount		2,456.59
	25761	730-0000-2007.000	2,456.59	0.00	2,456.59
			Check Amount		2,456.59
37679	09/16/2014	0186 Printed	COUNTY OF LOS ANGELES ANIMAL CARE & CONTROL JULY	8,691.16	8,691.16
				0.00	
			Check Amount		8,691.16
	25756	001-4510-6703.000	8,691.16	0.00	8,691.16
			Check Amount		8,691.16
37680	09/16/2014	2167 Printed	DAILY BREEZE PRESS TELEGRAM CLASSIFIED ADVERTISING SEPT 5	369.63	369.63
				0.00	
			Check Amount		369.63
	25762	001-4008-6310.000	369.63	0.00	369.63
			Check Amount		369.63
37681	09/16/2014	2304 Printed	DAVE'S TROPHIES MEDALS FOR BALLET CLASS	232.14	232.14
				0.00	
			Check Amount		232.14
	25766	001-4350-6585.000	232.14	0.00	232.14
			Check Amount		232.14
37682	09/16/2014	5741 Printed	DEPARTMENT OF JUSTICE FINGER PRINT SERVICE AUGUST	392.00	392.00
				0.00	
			Check Amount		392.00
	25760	001-4015-6320.000	392.00	0.00	392.00
			Check Amount		392.00
37683	09/16/2014	8096 Printed	F.P. PRINTING PARKING CITATION ORDER	3,799.34	3,799.34
				0.00	
			Check Amount		3,799.34
	25752	001-4530-6315.000	3,799.34	0.00	3,799.34
			Check Amount		3,799.34
37684	09/16/2014	10053 Printed	HAULAWAY STORAGE CONTAINERS 21FT STORAGE CONTAINER AUGUST	82.15	82.15
				0.00	
			Check Amount		82.15
	25755	001-4020-6323.000	82.15	0.00	82.15
			Check Amount		82.15
37685	09/16/2014	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT CONSULTING SERV AUG 11-SETP 13	6,970.00	6,970.00
				0.00	
			Check Amount		6,970.00
	25750	001-4020-6720.000	850.00	0.00	850.00
	25750	610-4930-6720.000	6,120.00	0.00	6,120.00

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				Check Amount	6,970.00
37686	09/16/2014	4553 Printed	J. V. PRINTING BUSINESS CARDS - OLIVA	54.50 0.00	54.50
Ref#		GL Number	Gross	Discount	Amount
25767		001-4001-6080.000	54.50	0.00	54.50
				Check Amount	54.50
37687	09/16/2014	7014 Printed	NATIONWIDE ENVIRONMENTAL STREET & PARK SWEEPING SEPT.	9,117.85 0.00	9,117.85
Ref#		GL Number	Gross	Discount	Amount
25757		201-4425-6778.000	9,117.85	0.00	9,117.85
				Check Amount	9,117.85
37688	09/16/2014	10137 Printed	PACHECO ROSARIO BALLET INSTRUCTOR	200.00 0.00	200.00
Ref#		GL Number	Gross	Discount	Amount
25764		001-4350-6585.000	200.00	0.00	200.00
				Check Amount	200.00
37689	09/16/2014	0172 Printed	SMART & FINAL FOOD SERVICE KITCHEN SUPPLIES	14.97 0.00	14.97
Ref#		GL Number	Gross	Discount	Amount
25753		001-4020-6060.000	14.97	0.00	14.97
				Check Amount	14.97
37690	09/16/2014	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY JULY 31 - SEPT 14	12,441.95 0.00	12,441.95
Ref#		GL Number	Gross	Discount	Amount
25769		201-4420-6318.000	169.88	0.00	169.88
25769		001-4410-6318.000	6,183.98	0.00	6,183.98
25771		350-4430-6318.000	5,751.40	0.00	5,751.40
25771		001-4410-6318.000	246.76	0.00	246.76
25771		201-4420-6318.000	89.93	0.00	89.93
				Check Amount	12,441.95
37691	09/16/2014	10004 Printed	TALAMANTES ROBERT BALLET CLASS RECITAL - DJ SERV	350.00 0.00	350.00
Ref#		GL Number	Gross	Discount	Amount
25765		001-4350-6585.000	350.00	0.00	350.00
				Check Amount	350.00
37692	09/16/2014	9995 Printed	THE BANK OF NEW YORK MELLON ADMIN FEE AUG 2014 - AUG 20 15	3,180.00 0.00	3,180.00
Ref#		GL Number	Gross	Discount	Amount
25772		610-4930-6820.000	3,180.00	0.00	3,180.00
				Check Amount	3,180.00
37693	09/16/2014	10144 Printed	THOMPSON INFORMATION SERVICES SINGLE AUDIT SERV SUBSCRIPTION	486.99 0.00	486.99
Ref#		GL Number	Gross	Discount	Amount

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	25774	001-4151-6388.000		486.99	0.00
				486.99	
			Check Amount	486.99	
37694	09/16/2014	0079 Printed	TRACT 180 WATER COMPANY WATER SERVICE JULY 1-AUG 31	2,339.76	2,339.76
				0.00	
				2,339.76	
			Check Amount	2,339.76	
37695	09/16/2014	2859 Printed	UNDERGROUND SERVICE ALERT-SC DIG ALERT TICKETS	18.00	18.00
				0.00	
				18.00	
			Check Amount	18.00	
37696	09/24/2014	10009 Printed	AAA BACKFLOW DEVICE TESTING, REPAIR & TEST BACKFLOW DEVICES	535.00	535.00
				0.00	
				535.00	
			Check Amount	535.00	
37697	09/24/2014	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERV	79.90	79.90
				0.00	
				79.90	
			Check Amount	79.90	
37698	09/24/2014	8021 Printed	AT & T MOBILITY CELLULAR SERVICES AUG 7-SEPT6	777.99	777.99
				0.00	
				777.99	
			Check Amount	777.99	
37699	09/24/2014	0057-2 Printed	AT & T PHONE SERVICE LANDLINE PHONE SERVICE	672.96	672.96
				0.00	
				672.96	
			Check Amount	672.96	
				1,994.12	
				56.60	
				289.04	
			Check Amount	1,994.12	
				56.60	
				289.04	
			Check Amount	56.60	
				289.04	
			Check Amount	289.04	

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																														
37700	09/24/2014	5729 Printed	BELL AUTO DETAIL CITY VEHICLES WASHED MAR-AUG	220.00 0.00	220.00																														
				Check Amount	220.00																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25805</td> <td>001-4530-6394.000</td> <td>80.00</td> <td>0.00</td> <td>80.00</td> </tr> <tr> <td>25805</td> <td>001-4301-6394.000</td> <td>110.00</td> <td>0.00</td> <td>110.00</td> </tr> <tr> <td>25805</td> <td>001-4020-6375.000</td> <td>30.00</td> <td>0.00</td> <td>30.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25805	001-4530-6394.000	80.00	0.00	80.00	25805	001-4301-6394.000	110.00	0.00	110.00	25805	001-4020-6375.000	30.00	0.00	30.00										
Ref#	GL Number	Gross	Discount	Amount																															
25805	001-4530-6394.000	80.00	0.00	80.00																															
25805	001-4301-6394.000	110.00	0.00	110.00																															
25805	001-4020-6375.000	30.00	0.00	30.00																															
37701	09/24/2014	7019 Printed	BUSINESS CARD CREDIT CARD AUGUST 2013 RI	3,063.36 0.00	3,063.36																														
				Check Amount	3,063.36																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25788</td> <td>001-4020-6720.000</td> <td>80.00</td> <td>0.00</td> <td>80.00</td> </tr> <tr> <td>25788</td> <td>001-4020-6080.000</td> <td>56.79</td> <td>0.00</td> <td>56.79</td> </tr> <tr> <td>25788</td> <td>001-4502-6145.000</td> <td>103.97</td> <td>0.00</td> <td>103.97</td> </tr> <tr> <td>25788</td> <td>510-4642-6145.000</td> <td>2,666.60</td> <td>0.00</td> <td>2,666.60</td> </tr> <tr> <td>25788</td> <td>001-4350-6210.000</td> <td>156.00</td> <td>0.00</td> <td>156.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25788	001-4020-6720.000	80.00	0.00	80.00	25788	001-4020-6080.000	56.79	0.00	56.79	25788	001-4502-6145.000	103.97	0.00	103.97	25788	510-4642-6145.000	2,666.60	0.00	2,666.60	25788	001-4350-6210.000	156.00	0.00	156.00
Ref#	GL Number	Gross	Discount	Amount																															
25788	001-4020-6720.000	80.00	0.00	80.00																															
25788	001-4020-6080.000	56.79	0.00	56.79																															
25788	001-4502-6145.000	103.97	0.00	103.97																															
25788	510-4642-6145.000	2,666.60	0.00	2,666.60																															
25788	001-4350-6210.000	156.00	0.00	156.00																															
37702	09/24/2014	4546 Printed	CENTRAL BASIN MUNICIPAL WATER RECYCLE WATER SERVICE JULY	438.94 0.00	438.94																														
				Check Amount	438.94																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25802</td> <td>001-4410-6395.000</td> <td>438.94</td> <td>0.00</td> <td>438.94</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25802	001-4410-6395.000	438.94	0.00	438.94																				
Ref#	GL Number	Gross	Discount	Amount																															
25802	001-4410-6395.000	438.94	0.00	438.94																															
37703	09/24/2014	0136 Printed	CITY OF SOUTH GATE SIGNAL MAINTENANCE - ATLANTIC	75.00 0.00	75.00																														
				Check Amount	75.00																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25782</td> <td>201-4420-6771.000</td> <td>75.00</td> <td>0.00</td> <td>75.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25782	201-4420-6771.000	75.00	0.00	75.00																				
Ref#	GL Number	Gross	Discount	Amount																															
25782	201-4420-6771.000	75.00	0.00	75.00																															
37704	09/24/2014	5189 Printed	COMMUNITY DEVELOPMENT COMM PROGRAM INCOME AUGUST 2014	500.00 0.00	500.00																														
				Check Amount	500.00																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25777</td> <td>510-0000-4550.000</td> <td>500.00</td> <td>0.00</td> <td>500.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25777	510-0000-4550.000	500.00	0.00	500.00																				
Ref#	GL Number	Gross	Discount	Amount																															
25777	510-0000-4550.000	500.00	0.00	500.00																															
37705	09/24/2014	5702 Printed	COUNTY LOS ANGELES FILE: NOTICE OF DETERMINATION	2,256.25 0.00	2,256.25																														
				Check Amount	2,256.25																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25794</td> <td>280-7008-6720.000</td> <td>2,256.25</td> <td>0.00</td> <td>2,256.25</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25794	280-7008-6720.000	2,256.25	0.00	2,256.25																				
Ref#	GL Number	Gross	Discount	Amount																															
25794	280-7008-6720.000	2,256.25	0.00	2,256.25																															
37706	09/24/2014	2167 Printed	DAILY BREEZE PRESS TELEGRAM CLASSIFIED ADVERTISING SEPT 9	246.53 0.00	246.53																														
				Check Amount	246.53																														
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25781</td> <td>001-4008-6310.000</td> <td>246.53</td> <td>0.00</td> <td>246.53</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25781	001-4008-6310.000	246.53	0.00	246.53																				
Ref#	GL Number	Gross	Discount	Amount																															
25781	001-4008-6310.000	246.53	0.00	246.53																															
37707	09/24/2014	10018 Printed	ESTRADA HILDA INTERPRETER SEPT 16, 2014	800.00 0.00	800.00																														
				Check Amount	800.00																														

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37708	09/24/2014	2724 Printed	HOME DEPOT CREDIT SERVICES HARDWARE AND SUPPLIES AUG 2014	800.00	800.00
				0.00	800.00
				Check Amount	800.00
				686.14	686.14
37709	09/24/2014	9425 Printed	JK CONSTRUCTION 8119 ATLANTIC #1 - VALENCIA	180.89	180.89
				0.00	180.89
				240.25	240.25
				224.66	224.66
				40.34	40.34
				Check Amount	686.14
				465.00	465.00
				0.00	465.00
37710	09/24/2014	1338-1 Printed	METROPOLITAN TRANSPORTATION TAP AUGUST 2014	465.00	465.00
				0.00	465.00
				Check Amount	465.00
				3,485.00	3,485.00
				0.00	3,485.00
37711	09/24/2014	9962 Printed	MUNI TEMPS STAFFING CITY CLERK SERV 8/25 - 9/05	3,485.00	3,485.00
				0.00	3,485.00
				Check Amount	3,485.00
				2,927.75	2,927.75
				0.00	2,927.75
37712	09/24/2014	8247 Printed	NETWORK INNOVATION ASSOCIATES SATELLITE NETWORK OCTOBER 2014	2,927.75	2,927.75
				0.00	2,927.75
				Check Amount	2,927.75
				278.00	278.00
				0.00	278.00
37713	09/24/2014	1978 Printed	OFFICE DEPOT BUSINESS OFFICE SUPPLIES	278.00	278.00
				0.00	278.00
				Check Amount	278.00
				419.49	419.49
				0.00	419.49
37714	09/24/2014	1978-1 Printed	OFFICE DEPOT CREDIT PLAN OFFICE SUPPLIES	65.35	65.35
				0.00	65.35
				65.45	65.45
				75.17	75.17
				124.52	124.52
				14.26	14.26
				16.38	16.38
				58.36	58.36
				Check Amount	419.49
				1,006.92	1,006.92
				0.00	1,006.92

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	Void/Stop Date	Status	Check Description			

Ref#	GL Number	Gross	Discount	Amount
25787	001-4310-6585.000	274.42	0.00	274.42
25787	001-4008-6080.000	428.84	0.00	428.84
25787	001-4160-6080.000	28.18	0.00	28.18
25787	001-4155-6080.000	36.56	0.00	36.56
25787	001-4025-6015.000	13.06	0.00	13.06
25787	001-4020-6080.000	152.97	0.00	152.97
25787	001-4210-6080.000	27.84	0.00	27.84
25787	001-4410-6080.000	45.05	0.00	45.05

Check Amount 1,006.92

37715	09/24/2014	9970	OLIVAREZ MADRUGA, P.C.	39,662.89		39,662.89
		Printed	LEGAL SERVICES JULY 2014	0.00		

Ref#	GL Number	Gross	Discount	Amount
25791	610-4930-6391.000	812.25	0.00	812.25
25791	001-4005-6755.000	6,174.08	0.00	6,174.08
25791	610-4930-6755.000	12,327.71	0.00	12,327.71
25791	280-7008-6755.000	1,161.10	0.00	1,161.10
25791	001-4005-6755.000	19,187.75	0.00	19,187.75

Check Amount 39,662.89

37716	09/24/2014	2802	SAM'S CLUB	1,279.00		1,279.00
		Printed	SNACKS: CITY EVENTS AUGUST	0.00		

Ref#	GL Number	Gross	Discount	Amount
25795	001-4008-6310.000	276.39	0.00	276.39
25795	001-4011-6390.000	43.85	0.00	43.85
25795	001-4020-6060.000	68.58	0.00	68.58
25795	001-4001-6391.000	79.56	0.00	79.56
25795	001-4502-6520.000	35.85	0.00	35.85
25795	001-4310-6585.000	530.51	0.00	530.51
25795	710-6010-6013.000	244.26	0.00	244.26

Check Amount 1,279.00

37717	09/24/2014	9517	TECH AUTO CLINIC	108.63		108.63
		Printed	BATTERY FOR MAINT. GENERATOR	0.00		

Ref#	GL Number	Gross	Discount	Amount
25779	001-4410-6770.000	108.63	0.00	108.63

Check Amount 108.63

37718	09/24/2014	9626	THE BANCORP BANK	1,154.24		1,154.24
		Printed	2012 FORD FUSION HYBRID (TWO)	0.00		

Ref#	GL Number	Gross	Discount	Amount
25793	257-4780-6990.000	1,154.24	0.00	1,154.24

Check Amount 1,154.24

37719	09/24/2014	0071	THE GAS COMPANY	146.46		146.46
		Printed	NATURAL GAS SERV - LUGO PARK	0.00		

Ref#	GL Number	Gross	Discount	Amount
25783	001-4020-6380.000	37.12	0.00	37.12
25784	001-4410-6380.000	61.52	0.00	61.52
25785	001-4410-6380.000	47.82	0.00	47.82

Check Amount 146.46

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37720	09/24/2014	8104 Printed	TOMARK SPORTS BASEBALL CAPS	1,964.97 0.00	1,964.97																														
				Check Amount	1,964.97																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25780</td> <td>001-4350-6250.000</td> <td>1,964.97</td> <td>0.00</td> <td>1,964.97</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25780	001-4350-6250.000	1,964.97	0.00	1,964.97																				
Ref#	GL Number	Gross	Discount	Amount																															
25780	001-4350-6250.000	1,964.97	0.00	1,964.97																															
37721	09/24/2014	0643 Printed	ZUMAR INDUSTRIES. INC. PURCHASE OF SEAL TIGHT BOLTS	605.19 0.00	605.19																														
				Check Amount	605.19																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>25803</td> <td>201-4425-6387.000</td> <td>586.66</td> <td>0.00</td> <td>586.66</td> </tr> <tr> <td>25804</td> <td>201-4425-6387.000</td> <td>18.53</td> <td>0.00</td> <td>18.53</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	25803	201-4425-6387.000	586.66	0.00	586.66	25804	201-4425-6387.000	18.53	0.00	18.53															
Ref#	GL Number	Gross	Discount	Amount																															
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37722	09/30/2014	0126-1 Printed	GOLDEN STATE WATER COMPANY WATER SERVICE AUG 20 - SEPT 19	32.08 0.00	32.08																														
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37723	09/30/2014	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT CONSULTING SERV SEPT 15 - 25	7,185.00 0.00	7,185.00																														
				Check Amount	7,185.00																														
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25810	610-4930-6720.000	7,185.00	0.00	7,185.00																															
37724	09/30/2014	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT LAW ENFORCEMENT SERV JULY 2014	288,890.68 0.00	288,890.68																														
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37725	09/30/2014	0095 Printed	PETTY CASH PETTY CASH AUG 4 - SEPT 17	243.00 0.00	243.00																														
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37726	09/30/2014	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY AUG 19 - SEPT 18	12,289.97 0.00	12,289.97																														
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Total Checks: 108 Bank Total(excluding void checks): 528,123.67

Check Register Report

Date: 10/01/2014

Time: 2:42 pm

Page: 16

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date	Vendor#	Vendor Name	Gross	Amount
	Void/Stop Date	Status	Check Description	Discount	

Total Checks: 108

Grand Total(excluding void checks): 528,123.67

CITY OF CUDAHY
Cash and Investment Report by Fund September, 2014

	August, 2014	Receipts	Disbursements	September, 2014
001 General Fund	3,231,433.62	940,546.11	303,299.61	3,868,680.12
040 Drug Assets Seizure Fund	40,752.99			40,752.99
201 State Gas Tax	976,956.12	110,590.02	33,931.51	1,053,614.63
240 Prop 1 B - Local Street Improv.	464,521.58			464,521.58
251 Prop C	143,295.05	35,434.96	20,176.45	158,553.56
252 Prop A	533,257.67	39,121.49	10,686.90	561,692.26
253 Measure R	457,910.90		6,084.32	451,826.58
255 TDA	407.45			407.45
257 AQMD	24,237.55	7,736.03	2,849.10	29,124.48
260 Used Oil	13,557.54			13,557.54
261 California Beverage Container	6,716.24			6,716.24
265 Recycling Grant	14,201.16			14,201.16
270 C.O.P.S	97,877.38			97,877.38
280 County Park Bond	(8,725.94)	276,501.04	279,918.39	(12,143.29)
300 CAL Home	88,562.62			88,562.62
350 Street Lighting fund	49,587.81		8,193.05	41,394.76
510 CDBG	(13,307.87)	14,402.00	12,875.94	(11,781.81)
610 Successor Agency	2,779,423.73		2,480,076.58	299,347.15
710 Youth Foundation	48,302.66	641.00	244.26	48,699.40
720 Senior's Account	407.00			407.00
730 Refuse Assessment	2,456.59		2,456.59	-
	<u>8,951,831.85</u>	<u>1,424,972.65</u>	<u>3,160,792.70</u>	<u>7,216,011.80</u>
LAIF- CITY	5,610,042.67			5,610,042.67
Wells Fargo	3,341,789.24	1,424,972.65	3,160,792.70	1,605,969.19
TOTAL	<u>8,951,831.91</u>	<u>1,424,972.65</u>	<u>3,160,792.70</u>	<u>7,216,011.86</u>

Total cash disbursements per September Demand and Payroll Reports

AP disbursements	528,123.67
Payroll - September 4, 2014	119,521.02
Payroll - September 18, 2014	72,688.33
Add: Total Bank charges in September, 2014	714.35
Add: Charges paid by credit card - telephone charges	50.83
Add: Reimbursement to City from Successor Agency	597,279.00
Add: Successor Agency - ROPS payments	1,842,415.50
Total Cash Disbursements per September Cash & Investment Report	<u>3,160,792.70</u>



Item Number

10B

STAFF REPORT

Date: November 25, 2014
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director
Subject: **Local Agency Investment Fund (LAIF) for the Month of September 2014**

RECOMMENDATION

The City Council is requested to approve the Local Agency Investment Fund (LAIF) report for the month of September 2014.

LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

Beginning Balance as of	September 1, 2014	\$5,610,042.67
Ending Balance as of	September 30, 2014	\$5,610,042.67

BACKGROUND

The Local Agency Investment Fund (LAIF), is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Bill Lockyer's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian.

ANALYSIS

Cudahy Municipal Code Section 3.04.080 indicates "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasure legally applicable to the payment of the same." This report in conjunction with the Demands and Payroll for the Month of September 2014 including Investment Report by Fund for the Month of September 2014 demonstrate the sufficiency of fund available to pay demands and payroll.

CONCLUSION

This ending balance in the Local Agency Investment Fund may be relied upon when determining whether or not there is sufficient funds available to pay demand and payroll.

FINANCIAL IMPACT

None

ATTACHMENTS

None



Item Number

10C

STAFF REPORT

Date: November 25, 2014

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

From: Jose E. Pulido, City Manager/Executive Director
By: Steven Dobrenen, Finance Director

Subject: **Resolution No. 14-81, Dissolution of Bell-Cudahy Telecommunications Authority**

RECOMMENDATION

The City Council is requested to:

1. Adopt Resolution No. 14-81, Dissolving the Bell-Cudahy Telecommunications Authority; and
2. Authorize the City Attorney or City Manager to request the payment of \$192,979.98 of cable franchise, public, education, and government fees from the City of Bell through June 30, 2014 as well as the City of Cudahy share for the quarter ended September 30, 2014 and any subsequent amount received by the City of Bell on behalf of the Bell-Cudahy Telecommunications Authority; and
3. Authorize the City Attorney to draft an ordinance adding regulations to the Cudahy Municipal Code related to state video franchise holders consistent with the Digital Infrastructure and Video Competition Act (DIVCA). Said ordinance would be substantially similar to Ordinance No. 8 of the Telecom Authority.

BACKGROUND

The City Council previously authorized Staff to take steps necessary to dissolve the Joint Exercise of Powers Agreement ("JPA") related to the Bell-Cudahy Telecommunications Authority ("Telecom Authority"). On August 29, 2014 the City Attorney, Olivarez Madruga, notified the City of Bell that the City of Cudahy agrees to dissolve the Bell-Cudahy Telecommunications Authority. Since that time, the City of Bell approved a Resolution of Dissolution.

Once the City of Cudahy passes a Resolution of Dissolution, the City Attorney's office for the City of Bell, Aleshire & Wynder LLP, will perform the following actions:

1. Forward the adopted resolutions of dissolution to the State Controller's Office and the FPPC and file any other required documents, including a leaving office statement (form 700 submitted by Diane Oliva).
2. Forward any and all unallocated franchise fees, received by, accounted for, and until 2008, allocated by the City of Bell to City of Cudahy.
3. Notify Time Warner Cable of the dissolution, request it discontinue sending a joint check for both cities and seek that all future franchise fee payments be sent by separate check to each respective city.

The City of Cudahy will be responsible for the adoption of an ordinance adding regulations to the Cudahy Municipal Code related to state video franchise holders consistent with the Digital Infrastructure and Video Competition Act (DIVCA). Said ordinance would be substantially similar to Ordinance No. 8 of the Telecom Authority.

The City of Bell has not distributed all the amounts that have been remitted to the City of Bell as representative of the Bell-Cudahy Telecommunications Authority. The City of Cudahy will receive a one-time lump sum from the City of Bell of \$192,980 which represents unremitted franchise fees, public education and government fees that represent the City of Cudahy share of those fees through June 30, 2014. The calculation through June 30, 2014 was prepared by the City of Bell and reviewed by and agreed to by the City of Cudahy Finance Director. Additional amounts for the quarters ending September 30, 2014 and December 31, 2014 were not included as part of that calculation. A letter will be sent along with the executed Resolution indicating that all amounts received by the Bell-Cudahy Telecommunications Authority will be distributed in accordance with the JPA.

CONCLUSION

Upon dissolution, the Bell-Cudahy Telecom Authority will no longer be required to report annually to the State Controller's Office and the FPPC as a special district. Going forward, the City of Cudahy will receive checks for franchise fee payments directly and for amounts in accordance with the Digital Infrastructure and Video Competition Act.

FINANCIAL IMPACT

The City of Cudahy will receive and deposit in the General Fund \$192,979.98 representing amounts received by the Bell-Cudahy Telecommunications Authority through June 30, 2014. Future distributions from Time Warner Cable will be sent directly to the City of Cudahy. On a quarterly basis

the City of Cudahy's portion of franchise fees, public, education, and government fees will be between \$10,000-\$11,000.

ATTACHMENTS

- A. Cudahy Letter Consenting to Dissolution and Agreeing to Residual Distribution
- B. Proposed Resolution No. 14-81
- C. Amended and Restated Joint Exercise of Powers Agreement of the Bell-Cudahy Telecommunications Authority
- D. Calculation of Residual Amount Owed to Cudahy through June 30, 2014
- E. Ordinance 8 passed by the Bell-Cudahy Telecommunications Authority



Olivarez Madruga

1100 S FLOWER ST, SUITE 2200, LOS ANGELES, CA 90015

TEL: 213.744.0099 • FAX: 213.744.0093

WWW.OMLAWYERS.COM

August 29, 2014

BY ELECTRONIC & U.S. MAIL

clopez@awattorneys.com

Christy Marie Lopez
Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92512

Re: Bell-Cudahy Telecommunications Authority

Dear Ms. Lopez:

Our office represents the City of Cudahy as its City Attorney's Office. This correspondence is in response to your letter dated May 28, 2014 on behalf of the City of Bell with regards to seeking the mutual consent to dissolve the Bell-Cudahy Telecommunications Authority ("Telecom Authority").

The City of Cudahy agrees to dissolve the Bell-Cudahy Telecommunications Authority upon agreement to pay the sum of \$215,166.18 to the City of Cudahy in accordance with Article V Section 2 of the Amended and Restated Joint Exercise of Powers Agreement of the Bell-Cudahy Telecommunications Authority dated October 9, 2000. The \$215,166.18 represents all prior franchise fees and public, educational, and governmental fees owed to the City of Cudahy through the end of the first quarter of 2014. It is expected that upon dissolution of the Telecom Authority that any amounts that have been received by the City of Bell from Time-Warner Cable will be distributed in accordance with Article V Section 2.

You had previously indicated in an Agenda Report to the City of Bell that your office will prepare resolutions to dissolve the Telecom Authority. Upon approval by Bell for payment of the previously owed franchise fees, please feel free to contact me regarding the preparation of resolutions to dissolve the Telecom Authority.

Very truly yours,



Isabel Birrueta

cc: Steven Dobrenen



Olivarez Madruga

1100 S FLOWER ST, SUITE 2200. LOS ANGELES, CA 90015

TEL: 213.744.0099 • FAX: 213.744.0093

WWW.OMLAWYERS.COM



August 29, 2014

BY ELECTRONIC & U.S. MAIL

clopez@awattorneys.com

Christy Marie Lopez
Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92512

Re: Bell-Cudahy Telecommunications Authority

Dear Ms. Lopez:

Earlier today we sent you a correspondence regarding your letter dated May 28, 2014 on behalf of the City of Bell with regards to seeking the mutual consent to dissolve the Bell-Cudahy Telecommunications Authority (enclosed). Upon further review, we discovered that correct amount owed to Cudahy is not \$215,166.18 as previously communicated, but rather should be \$192,979.98. We apologize for the confusion. Please feel free to contact me if you need any further clarification.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Isabel Birrueta', written in a cursive style.

Isabel Birrueta

Enclosure

cc: Steven Dobrenen



Olivarez Madruga

1100 S FLOWER ST, SUITE 2200, LOS ANGELES, CA 90015
TEL: 213.744.0099 • FAX: 213.744.0093
WWW.OMLAWYERS.COM

August 29, 2014

BY ELECTRONIC & U.S. MAIL

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Christy Marie Lopez
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You had previously indicated in an Agenda Report to the City of Bell that your office will prepare resolutions to dissolve the Telecom Authority. Upon approval by Bell for payment of the previously owed franchise fees, please feel free to contact me regarding the preparation of resolutions to dissolve the Telecom Authority.

Very truly yours,



Isabel Birrueta

cc: Steven Dobrenen

RESOLUTION NO. 14-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY DISSOLVING THE BELL-CUDAHY TELECOMMUNICATIONS AUTHORITY

WHEREAS, in 1985 the City of Bell and the City of Cudahy created a separate public entity named "Bell-Cudahy Cable Television Joint Powers Authority" for the purpose of jointly awarding local cable franchises to serve both cities; and

WHEREAS, in 2000 the entity was renamed "Bell-Cudahy Telecommunications Authority" pursuant to an amended and restated Joint Powers Agreement (JPA); and

WHEREAS, the legal landscape of cable franchises has substantially changed since the 2006 adoption of the Digital Infrastructure and Video Competition Act which created a state franchising structure; and

WHEREAS, the City of Bell requested that the City of Cudahy agree to the dissolution of the JPA; and

WHEREAS, the City of Cudahy sent to the City of Bell a letter agreeing to the dissolution (see Exhibit A); and

WHEREAS, Article V of the JPA provides that if both cities mutually consent to terminate the JPA, such consent shall be expressed by ordinance or resolution adopted by the legislative body of each of the parties.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES
HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

SECTION 1. In accordance with the Amended and Restated Joint Exercise of Powers Agreement of the Bell-Cudahy Telecommunications Authority (JPA), Article V, Section 1, the City of Bell/Cudahy hereby expresses its consent to terminate the JPA.

SECTION 2. Upon the adoption of this resolution by both cities, the JPA is hereby fully dissolved.

SECTION 3. Repeal of Conflicting Resolutions. Any ordinance or resolution, or portion thereof, in conflict herewith is hereby repealed to the extent of such conflict and no further.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 25th day of November, 2014.

Chris Garcia, Mayor

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk

CERTIFICATION

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

I, Donna G. Schwartz, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14-81 was passed and adopted by the City Council of the City of Cudahy at a special meeting held on the 25th of November, 2014 by the following vote, to-wit:

AYES: Council Member(s):

NOES: Council Member(s):

ABSENT: Council Member(s):

ABSTAIN: Council Member(s):

Donna G. Schwartz, CMC
Interim City Clerk

file copy
#58

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
OF THE
BELL-CUDAHY TELECOMMUNICATIONS AUTHORITY
(A JOINT POWERS AUTHORITY)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement"), dated for reference 10-9-00, 2000, is entered into by the City of Bell, a municipal corporation ("Bell"), and the City of Cudahy, a municipal corporation ("Cudahy"). This Agreement is made under the provisions of the Joint Exercise of Powers Law, Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code. ("the Act").

RECITALS

1. Bell and Cudahy are both "public agencies" under the provisions of the Act that authorize the joint exercise of powers common to public agencies.

2. On June 3, 1985, Bell and Cudahy entered into that certain Agreement entitled "Bell-Cudahy Cable Television Joint Powers Authority." This Agreement created a separate public entity for the purpose of enabling Bell and Cudahy to exercise their powers jointly in awarding franchises to cable television operators in order to serve subscribers within the combined corporate limits of Bell and Cudahy. On or about May 15, 1986, a "First Amendment" to the Agreement was adopted by the legislative bodies of Bell and Cudahy, which First Amendment extended the term of the Agreement through May 21, 2001.

C. In view of the complex and rapidly changing technology associated with telecommunications services and systems, Bell and Cudahy have determined that it is desirable and in the public interest to revise and restate their delegation of authority to the previously-established separate public entity in order to encompass categories of telecommunication services in addition to franchised cable television services. The revisions to and restatement of that delegation of authority are fully set forth in this Amended and Restated Joint Exercise of Powers Agreement.

ARTICLE I

PURPOSES AND POWERS

Section 1. General Purposes. This Agreement is entered into under the Act to establish and to maintain a separate public entity for the purpose of enabling Bell and Cudahy to exercise their powers jointly to award franchises to cable television operators, and to enter into licenses, leases, and similar agreements with other telecommunications service providers, as specified in this Agreement, which operators and service providers desire to serve subscribers or to otherwise

provide telecommunications services within the combined corporate limits of Bell and Cudahy.

Section 2. Specific Powers. The Authority is authorized, in its own name, to do all acts necessary for the exercise of the powers and the accomplishment of the purposes set forth above in Section 1, including but not limited to the following:

A. To establish policies and procedures as may be applicable, for the receipt, processing, issuance, administration, termination, and renewal of the following:

(1) Cable television franchises previously granted to or hereafter requested by cable operators that intend to offer service within the combined corporate limits of Bell and Cudahy using facilities that occupy public rights-of-way.

(2) Agreements with open video system operators that intend to offer service within the combined corporate limits of Bell and Cudahy using facilities that occupy public rights-of-way.

(3) The enforcement of registration requirements, business license tax requirements, and customer protection and customer service obligations that are imposed by state statute upon video providers that provide service, or intend to provide service, within the combined corporate limits of Bell and Cudahy, including multichannel multipoint distribution service ("MMDS"), local multipoint distribution service ("LMDS"), and direct broadcast satellite ("DBS").

(4) Leases, licenses, or similar agreements with telecommunications service providers that intend to offer telephony, data-networking services, high speed data services, or similar telecommunications services within the combined corporate limits of Bell and Cudahy using facilities that occupy public rights-of-way; provided, however, that the jurisdiction of the Authority over any of these telecommunications service providers is subject to the specific delegation of authority by ordinance or resolution adopted by Bell and by Cudahy; and provided further that nothing in this Agreement may be deemed to authorize the Authority to exercise any powers over the siting of wireless telecommunications antenna facilities, amateur radio antennas, or satellite earth station antennas within the corporate limits of Bell or Cudahy.

B. To regulate rates for cable service and equipment to the full extent authorized by federal and state law, and to take all appropriate action relating to the activation, exercise, and defense of regulatory rate authority, including without limitation the filing and serving of forms, complaints, certifications, notices, and other documents, and the adoption of regulations and procedures.

C. To conduct or supervise investigations, audits, performance evaluations, or other reviews of telecommunications services provided by franchisees, licensees, lessees, or other authorized telecommunications service providers.

D. To conduct proceedings, gather information, and grant, revoke, renew, or deny franchises, licenses, leases, and similar agreements for telecommunication services, as authorized by this Agreement.

E. To form and to administer nonprofit corporations to perform any of the obligations conferred upon the Authority, or to perform any proper corporate function, and to enter into agreements with any such nonprofit corporation.

F. To make and to enter into contracts.

G. To employ agents and employees.

H. To acquire, hold, encumber, lease, sell, or otherwise dispose of real or personal property.

I. To sue and be sued.

J. To incur debts, liabilities, or obligations.

K. To make loans.

L. To receive gifts, contributions, and donations of funds, property, services, and other assistance from individuals, firms, corporations, and governmental agencies.

M. To carry out and to enforce all provisions of this Agreement.

N. To exercise all powers that are provided for in the Act.

Section 3. Restrictions on Exercise of Powers. The powers of the Authority must be exercised in the manner prescribed in the Act and are subject, as provided in Section 6509 of the Act, to the restrictions upon the manner of exercising those powers that are imposed upon the City of Cudahy, a general law city, in the exercise of similar powers.

Section 4. Restrictions on Inconsistent Actions. Neither Bell nor Cudahy will adopt any ordinances or resolutions, or take any other actions, that are inconsistent with the purposes and powers set forth in this Agreement or with any action taken by the separate public entity established by this Agreement.

Section 5. Obligations of the Authority. The debts, obligations, and liabilities of the Authority do not constitute

the debts, obligations, or liabilities of Bell or of Cudahy, either individually or collectively.

ARTICLE II

CONTINUITY OF THE AUTHORITY AND THE COMMISSION

Section 1'. Creation of Authority. Upon the effective date of this Agreement, the previously-established Authority, known as the Bell-Cudahy Cable Television Joint Powers Authority, is redesignated as the Bell-Cudahy Telecommunications Authority ("Authority").

Section 2. Creation of Commission. Upon the effective date of this Agreement, the previously-established Commission, known as the Bell-Cudahy Cable Television Joint Powers Authority Commission, is redesignated as the Bell-Cudahy Telecommunications Authority Commission ("Commission").

Section 3. Continuity of Existence. Notwithstanding the revisions and restatements set forth in this Agreement, the parties intend that the Authority established on June 3, 1985, including its governing Commission, will continue to exist as a public entity separate and apart from Bell and Cudahy. The Commission will continue to administer this Agreement, as revised and restated.

ARTICLE III

ADMINISTRATION AND GOVERNANCE BY THE COMMISSION

Section 1. Governance by the Commission. The Authority will be governed by the Commission established under Article II, Section 2 that is identified as the Bell-Cudahy Telecommunications Authority Commission.

Section 2. Membership of the Commission. The Commission will be comprised of five members who will be appointed as follows:

A. Two members of the Commission will be appointed by the City Council of Bell from among its City Councilmembers, and two members of the Commission will be appointed by the City of Cudahy from among its City Councilmembers. These four members of the Commission will, by majority vote, appoint the fifth member of the Commission who will serve at the pleasure of a majority of the other four members.

B. The term of each member of the Commission appointed by Bell and by Cudahy will commence as of May 1 and will continue thereafter for a two-year period and until any successor has been appointed and has qualified; provided,

however, that these appointees will continue to serve staggered terms so that in every even-numbered year Bell and Cudahy will each appoint one member, and in every odd-numbered year Bell and Cudahy will each appoint one member.

C. Members appointed by either City Council may be removed by the appointing authority, and the term of any such appointed member will terminate automatically when the member's term of office on the City Council terminates for any reason. Vacancies on the Commission must be promptly filled, and an appointee to fill a vacancy will serve for the remaining term of the member whose position becomes vacant.

Section 3. Operation of the Commission.

A. General. For all purposes, the Commission will constitute the policy-making body of the Authority. All of the powers of the Authority will be exercised by and through the Commission, except as may be expressly delegated to others in accordance with this Agreement, the Act, the bylaws, or by direction of the Commission.

B. Rules, Regulations, and Bylaws. The Commission may adopt rules, regulations, and bylaws that are consistent with this Agreement and that provide for the conduct of its meetings and other business, its organization and internal management, and the exercise of its powers under this Agreement.

C. Compensation; Expenses. Commission members may receive reasonable compensation for each meeting of the Commission that is attended. The amount of that compensation will be determined by the Commission from time to time but may not exceed an amount that is usual and customary. Each member of the Commission may be reimbursed for necessary expenses, including travel, incurred in connection with services as a Commission member, in accordance with expense reimbursement policies adopted by resolution of the Commission.

D. Meetings of the Commission.

(1) Regular Meetings. Regular meetings of the Commission will be held not less frequently than quarterly on such day and at such time and place as the Commission may fix by resolution from time to time. If any day so fixed falls upon a legal holiday, then the regular meeting will be held on the next succeeding business day at the same hour. No notice of any regular meeting of the Commission need be given to the members.

(2) Special Meetings. Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the California Government Code.

(3) Call, Notice, and Conduct of Meetings. All meetings of the Commission, including without limitation regular,

adjourned regular, and special meetings, must be called, noticed, held, and conducted in accordance with the provisions of Sections 54950 et seq. of the California Government Code.

(4) Minutes. The Secretary of the Commission will cause to be kept minutes of the meetings of the Commission, and, as soon as possible after each meeting, will cause a copy of the minutes to be forwarded to each member and to the City Clerk of each of the parties.

(5) Voting. Each member of the Commission will have one vote.

(6) Quorum; Required Votes. Three members present at a meeting of the Commission constitutes a quorum for the transaction of business, provided that at least one member appointed by each of the parties is present. Action may be taken only by a majority of all members of the Commission.

(7) Fiscal Year. The fiscal year of the Authority commences on July 1 of one year and ends on June 30 of the following year.

(8) Ralph M. Brown Act. Meetings of the Commission and of any advisory or other committees that may be appointed by the Commission will be open to the public and subject to all applicable provisions of the Ralph M. Brown Act (California Government Code Section 54950, et seq.)

E. Committees. The Commission may appoint permanent or ad hoc advisory committees to give advice to the Commission on any matters that may be referred to those committees. All committees must have a stated purpose before they are formed. A permanent or ad hoc committee will remain in existence until it is dissolved by the Commission. Qualified persons will be appointed to those committees by the Commission, and each appointee will serve at the pleasure of the Commission. Unless otherwise provided by the Act, this Agreement, the bylaws, or direction of the Commission, committees may be comprised of members of the Commission as well as individuals who are not members of the Commission.

F. Personnel. The Commission is responsible for the regulation of all personnel activities, including but not limited to the selection, recruitment, discipline, and discharge of any Commission staff. The Commission may designate the Executive Director or another person to exercise the authority of the Board to perform any or all of the duties set forth in this paragraph and to take such action as is necessary and appropriate with regard to those duties.

ARTICLE IV

OFFICERS, EMPLOYEES, AND AGENTS

Section 1. General. On the annual basis, the Commission will elect a President, Vice President, Secretary, Treasurer, and Controller. The Commission may designate such other subordinate officers as it deems appropriate to exercise the powers and to accomplish the purposes of this Agreement. In addition to the duties set forth below in this Article IV, the officers may perform such additional duties as may be specified by the Commission from time to time. Subject to the restrictions set forth below regarding the Treasurer and the Controller, any number of offices may be held by the same person.

Section 2. Duties, Qualifications, and Selection.

A. President. The President will be elected from among the members of the Commission and will preside over and conduct all meetings of the Commission. The President may sign contracts on behalf of the Authority and perform such other duties as may be specified by the Commission.

B. Vice President. The Vice President will be elected from among the members of the Commission and will perform the duties of the President if that officer is absent or unable to act.

C. Secretary. The Secretary will be elected by the Commission, but the individual holding this office need not be a member of the Commission. The Secretary will perform all duties that may be specified by the Commission, including preparation of the minutes of meetings of the Commission and of any advisory committees.

D. Treasurer. The Treasurer will be elected by the Commission and must be an individual holding the position of City Treasurer in either Bell or Cudahy. The duties and responsibilities of the Treasurer include the following:

(1) To act as the depository for and custodian of all funds and accounts of the Authority from whatever source.

(2) To receive and issue receipts for all moneys received by the Authority and to deposit those moneys in the Authority's treasury.

(3) To be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all moneys of the Authority that are in the custody of the Treasurer.

(4) To pay from the moneys of the Authority, upon warrants issued by the Controller, all sums that are due and owing by the Authority.

(5) To verify and to report in writing to the Authority, Bell, and Cudahy on the first day of July, October, January, and April of each year the amount of money held for the account of the Authority, and the aggregate funds received and disbursements made since the previous quarterly report.

E. Controller. The Controller will be elected by the Commission and must be an individual holding the position of Controller or Auditor in the same city where the Treasurer is employed. The Controller is responsible for drawing warrants to pay demands against the Authority after those demands are approved by the Commission or by officers of the Authority to whom the power of approval has been delegated.

F. Executive Director. By a majority vote, the Commission may appoint an Executive Director and may delegate authority to the Executive Director to execute contracts approved by the Board and to perform any duties that are necessary for the day-to-day management and operation of the Authority, including the taking of minutes of Commission meetings. Unless modified by resolution adopted by the Commission, the Executive Director is authorized to approve demands and to issue warrants of \$1,000 or less.

G. General Counsel. The Commission may appoint a General Counsel of the Authority to provide legal advice and to perform such other duties as may be prescribed by the Commission.

H. Other Employees. The Commission may appoint and employ such other employees, consultants, and independent contractors as may be necessary to accomplish the purposes of this Agreement.

I. Removal and Reappointment. Unless otherwise expressly stated in this Agreement, all officers of the Authority will serve at the pleasure of the Commission.

Section 3. Charges for Services of Treasurer and Controller. The city from which the Treasurer and the Controller are selected by the Commission may determine the reasonable charges to be made against the Authority for the services of these two officers.

ARTICLE V

TERM; DISPOSITION OF ASSETS

Section 1. Term. This Agreement will continue in full force and effect until the first to occur of the following:

A. The mutual consent of the parties to terminate this Agreement, which consent must be expressed by ordinance or

resolution adopted by the legislative body of each of the parties.

B. The decision of either party to terminate its status as a party to this Agreement, effective as of the end of any fiscal year, subject to compliance with the following conditions:

(1) Written notice of the party's intention to withdraw must be served upon the Commission and upon the City Clerk of the other party no later than April 30 preceding the end of the fiscal year.

(2) The withdrawing party must assume the obligation to pay all costs and expenses relating to the assignment or other disposition by the Authority to both the withdrawing party and to the non-withdrawing party of any then-outstanding franchise, license, lease, or similar agreement previously executed by the Authority and by any cable operator or other telecommunications service provider that authorizes services within the combined corporate limits of Bell and Cudahy.

Section 2. Distribution of Assets. Upon any termination of this Agreement, all surplus funds of the Authority will be distributed to Bell and to Cudahy in proportion to the contributions made by each of them. Similarly, all real and personal property of the Authority will be conveyed or distributed to Bell and to Cudahy in proportion to the contributions made by each of them. Bell and Cudahy will execute any instruments that are necessary to effect any conveyance, transfer, or distribution. In making the computations required under this Section 2, the contributions made by each party will be deemed to consist of the aggregate of all money, property, and the fair market value of services provided by each party during the entire term of this Agreement, commencing on June 3, 1985. Any remaining money or property that is in excess of the contributions made by Bell and Cudahy will be apportioned and distributed to them in accordance with the Accounting Percentages in effect upon the termination of this Agreement, as provided for below in Section 3.

Section 3. Apportionment Percentages. In apportioning and distributing money or property that is in excess of the contributions made by Bell and Cudahy and that remains after termination of this Agreement, "Accounting Percentages" will be calculated and applied as provided for in this Section 3. The Accounting Percentages will be the ratio of the cable television franchise fees, license fees, lease payments, and similar revenues received by the Authority for cable television service and other telecommunications services provided within the respective corporate limits of Bell and of Cudahy, divided by the total franchise fees, license fees, lease payments, and similar revenues received by the Authority for cable television service and other telecommunications services provided within the

combined corporate limits of Bell and Cudahy. This computation will be based upon fees, payments, and other revenues received by the Authority during the period following any immediately preceding computation. Initially, the Apportionment Percentages for both Bell and Cudahy were established at 50 percent. Thereafter, the accounting percentages have been and will continue to be recomputed annually in the month of January, based upon fees, payments, and other revenues received by the Authority as of November 30 of the prior year.

ARTICLES VI

REPORTS AND AUDITS

Section 1. Revenue Reports. Reports concerning the gross profits of the Authority will be made on a monthly basis. Gross profits will be calculated by subtracting from the income received by the Authority, including franchise fees and similar payments, all costs and expenses incurred. The resulting profits, if any, will then be apportioned to the parties in accordance with the Accounting Percentages that are set forth in Article V, Section 3.

Section 2. Audits. The Controller of the Authority is authorized to contract with a certified public accountant to conduct an annual audit of the accounts and records of the Authority. The minimum requirements of that audit are those prescribed by the State Controller for special districts under California Government Code Section 26909. The audit must conform to generally accepted auditing standards. A report of that audit must be filed as a public record with Bell and Cudahy and with the Los Angeles County Auditor within 12 months after the end of the fiscal year or years under examination. Any costs of the audit, including contracts with or employment of certified public accountants, will be borne by the Authority and will be a charge against any unencumbered funds of the Authority available for that purpose. By unanimous vote of the Commission, the annual audit may be replaced by an audit that covers a two-year period.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Notices. Any notices required or authorized to be given under this Agreement must be in writing and delivered to the City Clerk of each of the parties at the address of the principal business office listed below, or at such other address as a party may specify in writing to the Authority:

If to Bell: Office of the City Clerk
6330 Pine Avenue
Bell, California 90201

If to Cudahy: Office of the City Clerk
5220 Santa Ana Street
Cudahy, California 90201

Section 2. Governing Law. This Agreement is made and will be construed and interpreted in accordance with the laws of the State of California.

Section 3. Headings. The article, section, and paragraph headings contained in this Agreement are solely to facilitate ease of reference and are not intended to define, limit, or describe the scope of any provision of this Agreement.

Section 4. Consent. Whenever any consent or approval is required by this Agreement, that consent or approval may not be unreasonably withheld.

Section 5. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by all parties to this Agreement, either as required to carry out any of the provisions of this Agreement, or for any other purpose.

Section 6. Enforcement By Authority. The Authority is authorized to take any legal or equitable actions, including but not limited to injunctive relief and specific performance, that may be necessary to enforce this Agreement.

Section 7. Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining provisions of this Agreement will not be affected by that determination.

Section 8. Successors. This Agreement is binding upon and inures to the benefit of the successors of the parties. Neither party may assign any right or obligation under this Agreement without the prior written consent of the other party.

Section 9. New Parties. Upon approval by the Commission and by the legislative bodies of each of the parties, additional cities or public agencies may become parties to this Agreement.

Section 10. Execution in Counterparts. This Agreement may be executed by the parties in one or more counterparts, all of which will collectively constitute one document and agreement.

Section 11. Effective Date. This Agreement is effective upon the date that the last of the parties, whether Bell or Cudahy, executes this Agreement.

Section 12. Filing With Secretary of State. The Secretary of the Authority is directed to file with the office of the California Secretary of State a notice of the adoption of this Agreement within 30 days after its effective date, as required by California Government Code Section 6503.5.

TO EFFECTUATE THIS AGREEMENT, the parties have caused this Agreement to be executed and attested by their authorized officers, and have caused their official seals to be affixed, on the day and year that appears under the signature of each of the parties.

ATTEST:

Larry Gulwan

(SEAL)

CITY OF CUDAHY

By: [Signature]
Mayor

Dated: 10-9-00

ATTEST:

[Signature]

(SEAL)

CITY OF BELL

By: [Signature]
Mayor

Dated: 12-07-00



BELL-CUDAHY CABLE TV ALLOCATIONS

		Distribution of Net Proceeds							
		Gross	costs	net	City of Bell		City of Cudahy		Net Distribution
					percent	amount	percent	amount	
Unreserved Bank Bal 6/30/08		14,657.65							
Jly '07-Mar '08		-							
2nd quarter	2008	17,923.70							
3rd quarter	2008	18,462.31							
4th quarter	2008	-							
1st quarter	2009	3,745.00							
1st quarter	2009	18,715.00							
2nd quarter	2009	23,551.00		23,551.00	57.02%	13,428.78	42.98%	10,122.22	23,551.00
3rd quarter	2009	23,582.00		23,582.00	56.78%	13,389.86	43.22%	10,192.14	23,582.00
4th quarter	2009	23,017.00		23,017.00	56.00%	12,889.52	44.00%	10,127.48	23,017.00
1st quarter	2010	23,638.00		23,638.00	55.42%	13,100.18	44.58%	10,537.82	23,638.00
2nd quarter	2010	24,952.00		24,952.00	55.45%	13,835.88	44.55%	11,116.12	24,952.00
3rd quarter	2010	23,432.00	405.00	23,027.00	53.89%	12,409.25	46.11%	10,617.75	23,027.00
4th quarter	2010	23,724.93		23,724.93	53.51%	12,695.21	46.49%	11,029.72	23,724.93
1st quarter	2011	22,820.00		22,820.00	54.92%	12,532.74	45.08%	10,287.26	22,820.00
2nd quarter	2011	25,544.00		25,544.00	54.68%	13,967.46	45.32%	11,576.54	25,544.00
3rd quarter	2011	23,669.00		23,669.00	56.06%	13,268.84	43.94%	10,400.16	23,669.00
4th quarter	2011	23,885.96		23,885.96	55.43%	13,239.99	44.57%	10,645.97	23,885.96
1st quarter	2012	23,500.00		23,500.00	56.81%	13,350.35	43.19%	10,149.65	23,500.00
2nd quarter	2012	25,926.00		25,926.00	57.21%	14,832.26	42.79%	11,093.74	25,926.00
3rd quarter	2012	22,978.00		-					
4th quarter	2012	23,900.15		-					
1st quarter	2013	23,125.00		-					
2nd quarter	2013	24,918.00		-					
3rd quarter	2013	23,363.00		-					
4th quarter	2013	20,847.04		-					
1st quarter	2014	20,387.00		-					
2nd quarter	2014	23,790.00		-					
		568,053.74	405.00	310,836.89	55.64%	172,940.33	44.36%	137,896.56	100.00%
		(405.00)							
Total undistributed FF & PEG		567,648.74							
Bell		315,822.75	55.64%						
Cudahy		251,825.99	44.36%						
		567,648.74							
Cudahy		251,825.99							
Dir pay to Cudahy		(17,923.70)							
Dir pay to Cudahy		(18,462.31)							
Dir pay to Cudahy		(3,745.00)							
Dir pay to Cudahy		(18,715.00)							
Due Cudahy		192,979.98							

Percentages provided by Time Warner

- cash received Fund 55
- cash received by Cudahy
- cash received General Fund
- Paid Bell by Cudahy

ORDINANCE NO. 8

AN ORDINANCE OF THE BELL-CUDAHY TELECOMMUNICATIONS AUTHORITY AMENDING ORDINANCE NO. 7 BY ADDING A NEW SECTION 7.5 RELATING TO SPECIAL PROVISIONS APPLICABLE TO HOLDERS OF STATE VIDEO FRANCHISES, AND REPEALING ORDINANCE NO. 1

THE BELL-CUDAHY CABLE TELECOMMUNICATIONS AUTHORITY DOES
ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 7 ("Cable, Video, and Telecommunications Service Providers") is amended by adding a new Section 7.5 to read as follows:

"7.5. Special Provisions Applicable To Holders Of State Video Franchises

A. Fee For Support Of Local Cable Usage. A fee paid to the Authority is hereby established for the support of public, educational, and governmental access facilities and activities within the local franchise service area. Unless a higher percentage is authorized by applicable state or federal law, this fee shall be one percent (1%) of a state video holder's gross revenue, as defined in California Public Utilities Code Section 5860.

B. Franchise Fee. A state video franchise holder operating in the local franchise service area shall pay to the Authority a franchise fee that is equal to five percent (5%) of the gross revenues of that state video franchise holder. The term "gross revenues" shall be defined as set forth in Public Utilities Code Section 5860.

C. Audit Authority. Not more than once annually, the Authority may examine and perform an audit of the business records of a holder of a state video franchise to ensure compliance with all applicable statutes and regulations related to the computation and payment of franchise fees.

D. Customer Service Penalties Under State Video Franchises.

1. The holder of a state video franchise shall comply with all applicable state and federal customer service and protection standards pertaining to the provision of video service.

2. The Authority shall monitor a state video franchise holder's compliance with state and federal customer service and protection standards. The Authority will provide to the state video franchise holder written notice of any material breaches of applicable customer service and protection standards, and will allow the state video franchise holder 30 days from receipt of the notice to remedy the specified material breach. Material breaches not remedied within the 30-day time period will be subject to the following monetary penalties to be imposed by the Authority in accordance with state law:

a. For the first occurrence of a violation, a monetary penalty of \$500 shall be imposed for each day the violation remains in effect, not to exceed \$1500 for each violation.

b. For a second violation of the same nature within 12 months, a monetary penalty of \$1000 shall be imposed for each day the violation remains in effect, not to exceed \$3000 for each violation.

c. For a third or further violation of the same nature within 12 months, a monetary penalty of \$2500 shall be imposed for each day the violation remains in effect, not to exceed \$7,500 for each violation.

3. A state video franchise holder may appeal a monetary penalty within 60 days after it is assessed by the Authority. After relevant evidence and testimony is received, and staff reports are submitted, the Commission will vote to either uphold or vacate the monetary penalty. The Commission's decision on the imposition of a monetary penalty shall be final.

E. Authority Response to State Video Franchise Applications.

1. Applicants for state video franchises within the local franchise boundaries must concurrently provide to the Authority complete copies of any application or amendments to applications filed with the California Public Utilities Commission. One complete copy must be provided to the Executive Director.

2. The Authority will provide any appropriate comments to the California Public Utilities Commission regarding an application or an amendment to an application for a state video franchise.

F. PEG Channel Capacity. A state video franchise holder that uses the public rights-of-way shall designate sufficient capacity on its network to enable the carriage of at least three public, educational, or governmental (PEG) access channels.

1. PEG access channels shall be for the exclusive use of the Authority or its designees to provide public, educational, or governmental programming.

2. Advertising, underwriting, or sponsorship recognition may be carried on the PEG access channels for the purpose of funding PEG-related activities.

3. The PEG access channels shall be carried on the basic service tier.

4. To the extent feasible, the PEG access channels shall not be separated numerically from other channels carried on the basic service tier, and the channel numbers for the PEG access channels shall be the same channel numbers used by the incumbent cable operator unless prohibited by federal law.

5. After the initial designation of PEG access channel numbers, the channel numbers shall not be changed without the prior written consent of the Authority, unless the change is required by federal law.

6. Each PEG access channel shall be capable of carrying a National Television System Committee (NTSC) television signal.

G. Interconnection. Where technically feasible, a state video franchise holder and incumbent cable operator shall negotiate in good faith to interconnect their networks for the purpose of providing PEG access channel programming. Interconnection may be accomplished by direct cable, microwave link, satellite, or other reasonable method of connection. State video franchise holders and incumbent cable operators shall provide interconnection of the PEG access channels on reasonable terms and conditions and may not withhold the interconnection. If a state video franchise holder and an incumbent cable operator cannot reach a mutually acceptable interconnection agreement, the Authority may require the incumbent cable operator to allow the state video franchise holder to interconnect its network with the incumbent's network at a technically feasible point on the holder's network as identified by the holder. If no technically-feasible point for interconnection is available, the state video franchise holder shall make an interconnection available to the channel originator and shall provide the facilities necessary for the interconnection. The cost of any interconnection shall be borne by the state video franchise holder requesting the interconnection unless otherwise agreed to by the parties.

H. Emergency Alert System And Emergency Overrides. A state video franchise holder must comply with the Emergency Alert System requirements of the Federal Communications Commission in order that emergency messages may be distributed over the holder's network. Provisions in Authority-issued franchises authorizing the Authority to provide local emergency notifications shall remain in effect, and shall apply to all state video franchise holders in the local franchise service area for the duration of the Authority-issued franchise, or until the term of the franchise would have expired had it not been terminated pursuant to subdivision (m) of Section 5840 of the California Public Utilities Code, or until January 1, 2009, whichever is later.

I. Encroachment Permit Applications and Appeal Procedures.

1. As used in this paragraph (I), the term "encroachment permit" means any permit issued by the City of Bell or the City of Cudahy relating to construction or operation of facilities in public rights-of-way by the holder of a state video franchise.

2. The responsible City shall either approve or deny an application from a holder of a state video franchise for an encroachment permit within 60 days of receiving a completed application.

3. If the responsible City denies an application for an encroachment permit, the responsible City shall, at the time of notifying the applicant of the denial, furnish to the applicant written notice of the reason for the denial. An applicant may appeal the responsible City's denial of an encroachment permit application to the City Council of that City in accordance with the following procedures:

a. No notice of appeal will be processed unless filed within 10 days after service of written notice of the decision from which the appeal is taken; provided that if written notice of the decision has not been served, the appellant may, within 10 days after being apprised of that decision, demand service of written notice and will have 10 days following that service in which to file the notice of appeal.

b. The notice of appeal must specify the specific decision from which the appeal is taken, the specific grounds for the appeal, and the relief or action requested from the City Council.

c. The notice of appeal must be accompanied by such fee as may have been established by resolution of the City Council.

d. Upon the timely filing of a notice of appeal in proper form, the City Clerk will schedule the matter for hearing by the City Council at a regular meeting, but not later than 45 days after receipt of the notice of appeal. The City Clerk will cause the notice of hearing to be given to the appellant not less than 10 days prior to the hearing, unless that notice is waived in writing by the appellant. The City Clerk will also cause a copy of the notice of appeal and the hearing to be transmitted to the city official or body whose decision is being appealed.

e. At the time of consideration of the appeal by the City Council, the appellant will be limited to a presentation on the specific grounds of appeal and related matters set forth in its notice of appeal. The appellant will have the burden of persuading the City Council that the decision appealed from should be reversed or modified.

f. The City Council may continue the hearing on the appeal from time to time as may be deemed necessary. The City Council may, by resolution, affirm, reverse, or modify, in whole or in part, the decision appealed from and may take any action that might have been taken in the first instance by the city official or body from whose decision the appeal has been taken.

g. The decision of the City Council will be deemed final and conclusive upon adoption of the resolution. A copy of the resolution adopted by the City Council will be served upon the appellant by placement in the United States mail, postage prepaid, to the appellant's last known address.

Section 2. Upon the effective date of this Ordinance No. 8, Ordinance No. 1 is repealed in its entirety. Ordinance No. 1, which was adopted on March 26, 1986, is titled "An Ordinance of the Bell-Cudahy Cable Television Authority Relating to Franchises for Cable Television Systems."

Section 3. The Executive Director is directed to certify to the passage and adoption of this ordinance and to cause this ordinance to be posted or published as required by law.

ORDINANCE NO. 634

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, APPROVING ZONE TEXT AMENDMENT 14-01 TO ADD NEW DEFINITIONS TO SUBSECTION 20.08.10 ADDING “EMERGENCY SHELTERS” AND “TARGET POPULATION” AND “TRANSITIONAL AND SUPPORTIVE HOUSING,” MODIFYING CMC SUBSECTION 20.64.040 TO ADD “TRANSITIONAL AND SUPPORTIVE HOUSING,” AND MODIFYING CMC SUBSECTION 20.68.080 TO ADD “EMERGENCY SHELTERS.”

WHEREAS, the Cudahy City Council, pursuant to law, on November 4, 2014 conducted a public hearing and first reading of Ordinance No. 634; and

WHEREAS, the Cudahy City Council has carefully considered all oral and written testimony offered at the public hearing; and

WHEREAS, the Cudahy City Council, pursuant to law, on November 25, 2014 approved a second reading of Ordinance No. 634; and

WHEREAS, The Cudahy Planning Commission heard on March 17, 2014 the proposed modifications and recommended approval of Resolution 14-04, approving Zone Ordinance Amendment No. 14-01.

WHEREAS, California (“State”) Senate Bill 2 (“SB 2”), also known as the “Fair Share Zoning Bill” became effective as January 1, 2008, and generally requires that every city and county identify in the Housing Element of its General Plan at least one zoning district in which homeless shelters are allowed as a permitted use, without a conditional use permit, or other discretionary review. Each zone or zones must be sufficient to accommodate the locality’s identified need for emergency shelter; provided that regardless of actual need determined, each local jurisdiction must identify at least one zone that can accommodate at least one year-round jurisdiction must identify at least one zone that can accommodate at least one year-round emergency shelter. SB 2 was intended to disperse homeless services, shelters, and housing issues to be “fairly shared” among all California communities in order to share responsibility for the State’s homeless problems.

WHEREAS, SB 2 does not mandate that cities and counties build or fund homeless projects, only that there is zoning in place that permits development by right without a conditional use permit process or other discretionary review. SB 2 does not mandate where homeless shelter uses should be allowed in a city or county, but does require every city and county to identify actual zone or zones and site or sites that can accommodate the locality’s actual unmet need.

WHEREAS, The proposed amendment to the Zoning Code will bring the City into compliance with State Law outlined in SB 2, as well as allow Cudahy to obtain proper certification of its Housing Element. This code amendment is one of the actions that must be completed for the City to qualify for an eight-year review cycle rather than four years.

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

Section 1: City Council held a first reading of Ordinance No. 634 and opened the public hearing on November 4, 2014 to consider the zone text amendment. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination, and

A public hearing was held before the City Council of the City of Cudahy on November 18, 2014 to consider the zone text amendment. All evidence, both written and oral, presented during November 4, 2014 first reading, and public hearing was considered by the Planning Commission in making its determination.

Section 2: A record of the public hearing indicates that the City Council of the City of Cudahy hereby finds and determines as follows:

- A. That the proposed amendments to Title 20 (Zoning) are consistent with the goals, policies, and objectives of the General Plan; and
- B. That the proposed amendments will not adversely affect properties in the City of Cudahy.

Section 3: Based upon the findings contained in this Ordinance and on all other written and oral evidence in the record, the City Council hereby approves the zone text amendment based on the amendment's ability to meet the findings stated above and approves Section 20.08.010, Section 20.64.040, and Section 60.68.080 to read as follows:

Section 20.08.010: Definitions.

This chapter includes definitions for specific terms used herein. This list of terms is designed to clarify the zoning code's intent as it relates to land uses and development requirements. The word "shall" indicates a mandatory requirement, except when used in connection with an action or decision of the city council or any city commission, board, or official. In these latter instances, the word "shall" shall be directory only. Whenever used in this zoning code, the word "day" shall mean a single calendar day.

"Abut" or "abutting" means the same as "adjoining."

"Access" means the place, or way, by which pedestrians and vehicles are provided adequate and usable ingress and egress to a property or use as required by this zoning code.

“Accessory use” means a use incidental to, related, and clearly subordinate to the principal use established on the same lot or parcel of land where such accessory use is located.

“Adjacent” means two or more lots or parcels of land separated by an alley, street, highway or recorded easement, or two or more objects located near or in close proximity to each other.

“Adjoining” means two or more lots or parcels of land sharing a common boundary line, or two or more objects in physical contact with each other.

“Affordable unit” refers to a housing development project in which 80 percent of the units shall be designated for very low-income households and 20 percent reserved for low-income households as those terms are defined in the health and safety code.

“Alley” means a public or private right-of-way, other than a street or highway, permanently reserved as a secondary means of vehicular access to adjoining properties.

“Amendment” means a change in the wording, Context, content, or substance of this zoning code or in the zoning map. Such changes must be adopted by ordinance by the city council in the manner prescribed by law.

“Amusement arcade” means any place open to the public where five or more amusement games are maintained for use by the public. When only a portion of the premises is used for the operation of amusement games, only that portion shall be considered as an amusement arcade.

“Amusement game” means any entertainment device for which a fee is paid to play, including, but not limited to, pinball, video or other electronic games.

“Animals – retail sales” means the retail sales of small animals (such as dogs, cats, birds, and fish), provided such activities take place within an entirely enclosed building.

“Antique shop” means an establishment primarily engaged in the sale of antiques.

“Apartment house” means a building, or a portion of a building, designed or used for occupancy by three or more households living independently of each other and containing three or more individual dwelling units within a single structure.

“Apartment unit” means a room or suite of two or more rooms with a single kitchen in a multiple family dwelling, suitable for occupancy as a dwelling unit for one household.

Arcade. See “Amusement arcade.”

“Artists’ studio” means a building containing work space and retail sales space for artists and artisans producing individual one-of-a-kind works of art, including individuals practicing a fine art, or skilled in an applied art or craft; provided, that the use does not impact any other use or property with noise, odor, dust,

vibration, or other nuisance. This classification includes, but is not limited to, painters' studios, ceramic studios, and custom jewelry studios.

"Assessor" means the assessor of the county of Los Angeles.

"Atlantic Boulevard Corridor" refers to a specific portion of the city located adjacent to, or in the vicinity of, Atlantic Boulevard as shown on the map on file in the office of the city clerk, entitled

"Atlantic Boulevard Corridor Map."

"Automobile wrecking or automobile dismantling" means a business establishment engaged in the dismantling and/or wrecking of used motor vehicles or trailers, and/or the storage, sale, or dumping of dismantled, partially dismantled, obsolete, or wrecked vehicles or parts.

"Awning" means a roof-like cover supported entirely from the exterior wall of a building, and installed over or in front of openings or windows in a building, and consisting of a fixed or movable frame and a top of canvas or other similar material covering the entire space enclosed between the frame and the building.

"Balcony" means a platform that projects from the wall of a building, typically above the first level, and is surrounded by a rail, balustrade, or parapet on at least one side.

"Balcony, unenclosed" means a balcony open to the sky and not fully enclosed on more than two sides.

"Balloon" means a floating air-filled or gas filled object tethered to a fixed location (also see "Sign, balloon").

"Banks and savings and loans" means a state or federally chartered financial institution that provides retail banking services to individuals and businesses.

"Bars" and "cocktail lounges" means establishments where alcoholic beverages are sold for consumption on the premises. This classification excludes restaurants and commercial recreation uses that may serve alcoholic beverages incidental to the primary use.

"Basement" means that portion of a building located between the ground level or first floor of a structure.

"Billiard parlor" means an establishment that provides five or more billiard and/or pool tables.

"Building" means any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, or property of any kind.

"Building – accessory" means a detached subordinate building, the use of which is incidental to that of the primary building or to the principal use of the land, and which is located on the same lot or parcel of land with the main building or principal use of the land.

“Building height” or “height” means the vertical distance as measured continuously along a line at existing grade bisecting the width of the lot to the highest point of a building or structure, except as provided elsewhere in this zoning code.

“Building – main” means a building in which is conducted a principal use of the lot or parcel of land upon which it is situated. In a residential or agricultural zone, any residential unit shall be deemed to be a main building upon the lot or parcel of land on which it is situated.

“Building material sales” means an establishment engaged in retailing or wholesaling of building supplies or equipment. This classification includes lumber yards and tool and equipment sales, but excludes businesses engaged in the retail sales of paint and hardware, building contractor’s yards, and activities classified under “equipment leasing and rentals.”

“Building wall” means the vertical surface, or any element thereof, including any structural member or group of structural members attached to the vertical surface that defines the exterior boundaries of a building.

“Business and trade school” means an establishment which provides on-site training of business, commercial, and/or trade skills such as accounting, data processing, and computer repair. This classification excludes establishments providing training in an activity that is not otherwise permitted in the applicable zone. Incidental instructional services in conjunction with another primary use shall not be considered a business and trade school.

“Camp – day” means a facility with an organized daytime program involving the supervision and care of children.

“Canopy” has the same meaning as “awning” as defined in this chapter, except that a canopy contains separate supporting posts and is not supported entirely from the exterior wall of a building.

“Carport” means a permanently roofed structure with no more than two enclosed sides, used or intended to be used for automobile shelter and storage. Cellar. See “Basement.”

“Center-line” means the center-line of any street, as established by the city engineer by official surveys, and on file in the office of the city engineer.

“Check-cashing” means a business that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification does not include a state or federally chartered bank, savings association, credit union, or industrial loan company. Further, this classification does not include establishments selling consumer goods where the cashing of checks or money orders is incidental to the main purpose of the business.

“Church” means a facility used for religious worship and incidental religious education and/or activities, but not including private schools as defined in this chapter.

“Child care center” means a facility that provides nonmedical care to children under 18 years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. “Child care center” includes day care centers and family day care homes.

“City” means the city of Cudahy, state of California, referred to in this zoning code as “city,” and everyone acting on behalf of the city of Cudahy, including employee, associate, attorney, accountant, representative, officer, city manager, director, or agent of the city of Cudahy.

“Club, private” means any building or premises used by an association of persons, whether incorporated or unincorporated, organized for some common purpose, but not including a group organized solely or primarily to render a service customarily carried on as a commercial enterprise. This definition does not include “adult” business establishments.

“Clubs and lodges” means private or nonprofit organizations providing meeting, recreational, or social facilities primarily for use by members and/or guests.

“Commercial printing” means a business providing printing, blueprinting, photocopying, engraving, binding, or related services.

“Commercial vehicle” means a vehicle which, when operated on a street, is required to be registered as a commercial vehicle under the State Vehicle Code, and which is used or maintained for the transportation of persons for hire, compensation, or profit, or which is designed, used, or maintained primarily for the transportation of property.

“Commission” refers to the planning commission of the city of Cudahy.

“Communications facility” means an establishment engaged in broadcasting, recording, and other communication services accomplished through electronic or telephonic mechanisms. This classification includes, but is not limited to, radio, television, or recording studios, telephone switching centers, and telegraph offices.

“Communications facilities, wireless” means an unstaffed facility for the transmission or reception of wireless telecommunication services, commonly consisting of an antenna array, connection cables, a support structure, and ancillary support facilities.

“Community center” means a building, buildings, or portions thereof used for recreational, social, educational, and cultural activities where buildings and associated improvements are owned and/or operated by a public, nonprofit, or public serving group or agency.

“Condominium” means an undivided interest in common in a portion of real property coupled with a separate interest in space called a “unit,” the boundaries of which are described on a recorded final map, parcel map, or condominium plan. The description of the unit may refer to: (a) boundaries described in the recorded final map, parcel map, or condominium plan, (b) physical boundaries,

either in existence, or to be constructed, such as walls, floors, and ceilings of a structure or any portion thereof, (c) an entire structure containing one or more units, or (d) any combination thereof. An individual condominium within a condominium project may include, in addition, a separate interest in other portions of the real property. This term shall also include stock cooperative developments.

“Condominium project” means a common interest development consisting of condominiums. The following terms, when used in reference to condominiums or condominium projects, shall be defined as follows:

“Condominium common area” means the entire project excepting all units or common area granted or reserved.

“Condominium documents” means the declaration and the condominium plan.

“Convalescent facilities” means a business establishment engaged in providing care on a 24-hour basis for persons requiring regular medical attention, but excluding facilities providing surgical or emergency medical services.

“Convalescent home” means a home or establishment offering or providing lodging, meals, nursing, dietary, or other personal services to five or more convalescents, invalids, or aged persons, but shall not include surgery or the care of persons with contagious or communicable diseases.

“Conversion (condominium)” means a change in the type of ownership of a parcel or parcels of land, together with the existing structures, from rental housing, as defined in this chapter, to a condominium, community apartment, planned development, stock cooperative, or common interest development.

“County” refers to the county of Los Angeles.

“Court” means an open, unoccupied space, bounded on two or more sides by the walls of a building. “Inner court” is a court entirely enclosed within the exterior walls of a building. All other courts are referred to as outer courts.

“Day care center, adult” means a state-licensed facility designed to provide necessary care and supervision to persons 18 years of age or older on less than a 24-hour basis. “Adult day care centers” include the various types of adult day services as defined under state law that include “adult day care facilities,” “adult social day care facilities,” and “adult day health care facilities.”

“Day care center, children” means a state licensed facility, other than a family day care home, providing nonmedical care and supervision to children under 18 years of age on less than a 24-hour basis. “Child day care centers” shall include “day care centers” as defined under state law, which include infant centers, preschools, and extended day care facilities.

“Deck” means a platform other than a balcony, either freestanding or attached to a building, without a roof, that is supported by pillars, posts, or walls.

“Director,” “director of planning” and “planning director” refers to the community development director or his or her designee.

Drive-Thru. See “Establishment with drive-up service.”

“Driveway” means an appropriately paved and privately owned surface or road that provides access to off-street parking or loading facilities.

“Duplex” means a structure consisting of two dwelling units.

“Dwelling” or “dwelling unit” means a building, or portion thereof, consisting of one or more rooms, including a kitchen, which is designed and used or available for use exclusively as a single residence and which otherwise conforms to the provisions of this zoning code.

“Dwelling, multiple-family” or “multifamily residential development” means one or more buildings located on a lot containing a total of two or more dwellings within a structure.

“Dwelling, single-family” means a structure consisting of one dwelling unit, designed exclusively for the occupancy of a single household, no portion of which shall be rented, leased, or otherwise conveyed as additional dwelling units.

“Emergency Shelter” Emergency Shelter means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

“Establishment with drive-up service” means a business or institution providing services accessible to persons who remain in their automobiles.

“Facilities maintenance and construction shops” means business establishments or activities supporting the maintenance of facilities on the same site as the primary use, including, but not limited to, machine shops, carpenter shops, electric shops, sheet metal shops, and mechanical and plumbing shops.

“Family” means an individual or two or more persons related by blood, marriage, or adoption, or a group of not more than five persons, excluding servants, who need not be related by blood, marriage, or adoption, living together in a dwelling unit, but not including limited residential care facilities.

“Family day care home – large” means a dwelling that regularly provides care, protection, and supervision for 12 or fewer children under the age of 10, in the provider’s own home, for periods of less than 24 hours per day.

“Family day care home – small” means a dwelling that regularly provides care, protection, and supervision for one to six children, inclusive, including children under the age of 10.

“Fire arm sales or rearms business” means an establishment having at least 25 percent of its gross floor area devoted to the sale of fire arms, ammunition and ammunition components, and hunting or shooting equipment.

“Floor area, gross” means the total horizontal area of all the floors of a building included within the surrounding walls, exclusive of vent shafts and courts.

“Floor area, net” means the total usable floor area within all floors of a building included within the surrounding walls.

“Floor area ratio” means the numerical value obtained through dividing the gross floor area of a building or buildings by the total area of the lot or parcel of land on which such building or buildings are located.

“Food and beverage sales” means a business establishment where the primary use involves the retail sales of food and beverages for off-site preparation and consumption. Typical uses include grocery markets and delicatessens. This category does not include liquor stores.

“Food manufacturing” means a business establishment engaged in manufacturing, processing, and/or packaging of food products for wholesaling and distribution. This use may include incidental direct sale to consumers of the products manufactured on site, souvenirs, and ancillary tasting facilities for the public.

“Garage, common parking garage” means a structure with a common vehicular entrance and exit which is used to park vehicles in parking spaces and which otherwise conforms to the requirements of this zoning code.

“Garage, private” means a detached accessory building, or a portion of a main building on the same lot, enclosed on three sides and with a door capable of enclosing the fourth side, for the parking or temporary storage of vehicles owned by the occupants of the premises.

“General plan” means the general plan of the city of Cudahy, consisting of the general plan and map, adopted by the city council.

“Grade, existing” means the surface of the ground or pavement at a specific location as it existed prior to disturbance in preparation for a construction project.

“Grade, finished” means the finished surface elevation of the ground or pavement at a specific location after the completion of a construction project.

“Grade, ground level” means the average level of the finished ground surface surrounding a building, measured at the center of all walls of the building.

“Gradient” means the rate of vertical change of a ground surface expressed in a percentage and determined by dividing the vertical distance by the horizontal distance.

“Guest house” refers to living quarters, having no kitchen facilities, located within an accessory building located on the same premises with a main building and occupied solely by members of the family, temporary guests, or persons permanently employed on the premises.

“Hazardous waste” means any waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may: (a) exhibit toxicity, corrosivity, flammability, and/or reactivity; (b) cause, or significantly contribute to, an increase in serious irreversible, or incapacitating reversible, illness; or (c) present a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

“Hazardous waste facility” means all contiguous land, structures, other appurtenances, and improvements within a property, used for handling, treating, storing, or disposing of hazardous wastes.

“Health and physical fitness clubs” means private athletic clubs and gymnasiums including, but not limited to, weight training facilities, aerobic exercise floors, racquetball courts, swimming pools, and similar athletic facilities.

Height. See “Building height.”

“Home occupation” means an occupational activity carried on by the occupant(s) of a residential dwelling as a secondary use in connection with which there is no display, no walk-in customers, no stock-in-trade, nor commodity sold upon the premises, no person employed, and no mechanical equipment used, except such as is necessary for housekeeping purposes.

“Hospital” means a facility providing medical, surgical, psychiatric, and/or emergency medical services to sick or injured persons, primarily on an in-patient basis. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.

“Hotel” or “motel” means one or more buildings containing guest rooms or dwelling units, with one or more such rooms or units having a separate entrance leading directly from the outside of the building or from an interior court. Such facilities are designed to be used, or intended to be used, rented, or hired out for temporary or overnight accommodations for guests, and are offered primarily to patrons by signs or other advertising media. This classification may contain public meeting rooms and eating, drinking, and banquet services associated with the facility.

“Household” means a single individual or group of individuals, unrelated or related by blood or marriage, residing in a dwelling unit.

“Household pet” means a domesticated animal commonly maintained within a residence.

“Junk yard” means the use of a lot, or the use of any portion of a lot, for the dismantling of machinery or for the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking, or for the storage or keeping of junk, including scrap metals or other scrap materials.

“Kennel” means any lot or premises on which four or more dogs or cats at least four months of age are boarded or trained.

“Kitchen” means a room in a building or dwelling unit that is used in the cooking or preparation of food.

“Laboratory” means an establishment providing analytical or testing services, including, but not limited to, chemical labs, dental-medical labs, optical labs, and labs conducting mechanical, electrical, physical, or environmental tests, as well as research and development.

“Landscaping” means the planting and maintenance of live trees, shrubs, ground cover, and lawn areas, including the installation of irrigation systems required by the provisions of this zoning code. “Landscaping” may include inorganic decorative materials of natural or manmade origin if used to accent or complement, but in no case imitate, the natural vegetation. Inorganic decorative materials used in landscaping may include rock, stone, wood, waterfalls, fountains, pools, sculptures, benches, and architectural screens, walls, and fences.

“Liquor store” means a business establishment having at least 50 percent of its gross floor area used for the sale of alcoholic beverages intended for off-site consumption.

“Loading space” means an off-street space on the same lot with a main building, or contiguous to a group of buildings, for the temporary parking of commercial vehicles while loading or unloading, and which has access from a street, alley, or other permanent means of ingress and egress.

“Lot” means real property with a separate and distinct number or other designation shown on a plat recorded in the office of the county recorder as a part of an approved subdivision.

“Lot area” means the total area, measured in a horizontal plane, included within the lot lines of a lot or parcel of land.

“Lot, corner” means a lot located at the intersection of two or more streets at an angle of not more than 135 degrees. If the angle is greater than 135 degrees, the lot shall be considered an interior lot.

“Lot, cul-de-sac” means a lot fronting on, or with more than one-half (50 percent) of its lot frontage, on the turnaround end of a cul-de-sac street.

“Lot depth” means the horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

“Lot, interior” means a lot other than a corner or reversed corner lot.

“Lot, key” means any lot where the side property line abuts the rear property line of one or more lots, and where such lots are not separated by an alley or any public way.

“Lot line” means any line bounding a lot as defined in this chapter.

“Lot line, exterior” means a lot line abutting a street.

“Lot line, front” means, on an interior lot, the front lot line of the property line abutting the street, except in those cases where the latest tract deed restrictions specify another line as the front lot line. On a corner or reversed corner lot, the front lot line is the shorter property line abutting a street. On a through lot, or a lot with three or more sides abutting a street, or a corner or reversed corner lot with lot lines of equal length, the zoning administrator shall determine which property line shall be the front lot line for purposes of compliance with the setback provisions of this zoning code.

“Lot line, interior” means a lot line not abutting a street.

“Lot line, rear” means a lot line not abutting a street that is opposite and most distant from the front lot line. For triangular lots where there is no rear lot line, the rear lot line shall be defined as the point at which the side lot lines intersect.

“Lot line, side” means any lot line that is not classified as a front lot line or rear lot line.

“Lot line, zero” means a lot line that does not have any side yard setback.

“Lot, reversed corner” means a corner lot, the side line of which is substantially a continuation of the front lot lines of the lot to its rear.

“Lot, through” means a lot having frontage on two parallel or approximately parallel streets. A through lot may have no rear lot line.

“Lot width” means the horizontal distance between the side lot lines measured at right angles to the lot depth line at a distance located midway between the front and rear lot lines.

Exhibit 20.08-1

Illustration of “Lot” Definitions*

* Code reviser’s note: Exhibit 20.08-1 is on file in the office of the city clerk.

“Main building” means a building that is designed, and used for, or intended to be used, to accommodate the principal use on the lot. In residential zones, any dwelling shall be considered the main building on the lot.

“Maintenance and repair services” means an establishment providing household appliance repair, furniture repair, office machine repair, bicycle repair, or building maintenance services. This classification excludes maintenance and repair of motor vehicles, boats, or ships.

“Mansard” or “mansard roof” means a roof having two slopes on all sides with the lower slope steeper than the upper one.

“Manufactured housing” means a mobile home, or manufactured housing unit, as defined by and installed in accordance with California Health and Safety Code Sections 18008 and 18551, respectively, and factory-built housing as defined by California Health and Safety Code Section 19971.

“Medical clinic” means any facility providing physical or mental health service, and medical or surgical care of the sick or injured, but shall not include in-patient or overnight accommodations. Activities included within this definition are health centers, health clinics, and doctors’ offices.

“Mini-warehouse” or “self-storage facilities” means a warehouse operation serving the public where customers rent or lease, and have direct access to, individual storage areas, compartments, or rooms within a larger structure or structures provided for storage use. This use may also include limited caretaker facilities.

“Mortuary” means an establishment providing services such as preparing the deceased for burial, and arranging and managing funerals and related services, and may include limited caretaker facilities. This classification excludes cemeteries, crematoriums, and columbariums.

Motel. See “Hotel.”

“Nonconforming improvement” means a building and/or improvement, or portion thereof, which does not conform to current zoning code regulations.

“Nonconforming structure, lawful or legal” means any structure or improvement that was lawfully established and in existence at the time this zoning code or any amendment became effective, but no longer complies with all of the applicable regulations and standards of the zone in which the structure or improvement is located.

“Nonconforming use, lawful or legal” means any use of land or property that was lawfully established and in effect at the time this zoning code or any amendment became effective, but no longer complies with all of the applicable regulations and standards of the zone in which the use is located.

“Offices, government” means administrative, clerical, or public contract offices of a government agency, including postal facilities, together with incidental storage and maintenance of vehicles.

“Offices, medical” means offices or health facilities providing health services, including without limitation preventative and rehabilitation treatment, diagnostic services, and testing and analysis, but excluding in-patient services and overnight accommodations. This classification includes without limitation offices providing medical, dental, surgical, rehabilitation, podiatric, optometric, chiropractic, and psychiatric services, and medical or dental laboratories incidental to such offices.

“Offices, professional” means offices for firms or organizations providing professional, executive, management or administrative services, such as architectural, engineering, real estate, insurance, investment, or legal offices. This classification excludes savings and loan associations, banks, and medical offices.

“Off-street parking facility” means a lot, or portion thereof, improved and used for the parking of vehicles, including, but not limited to, enclosed garages and

parking structures, open parking areas, aisles, driveways, and appurtenant landscaped planters and their improvements.

“Outdoor advertising” means the use of signs or other measures soliciting public support or directing public attention to the sale, lease, hire, or use of any objects, products, services, or functions which are not produced, sold, or otherwise available on the premises where such signs are erected or maintained.

“Outdoor living space” means either an open passive landscaped area specifically designed, improved, and maintained to enhance the architectural design, privacy, and general environmental quality of a residential development or an easily accessible public or private activity area specifically designed, improved, and maintained for outdoor living and/or recreation by occupants of the residential development.

“Parcel” means a contiguous quantity of land owned by, or recorded as the property of, the same claimant or person.

“Parking space” means a space within an off street parking facility that has the minimum attributes of size, location, and design specified in Chapter 20.80 CMC (Off-Street Parking and Loading Requirements).

“Parks and recreation facilities” uses include, but are not limited to, land and interests in land; swimming pools; tennis, volleyball and basketball courts; baseball grounds; play areas; turf; sprinkler systems; community center buildings; recreation buildings; and other works, properties, structures, and facilities necessary or convenient for public park, playground, or recreation purposes.

“Pawn shop” means a business establishment engaged in the buying or selling of new or secondhand merchandise and offering loans secured by personal property.

“Performance art facilities” means a public building used for theatrical performances, concerts, recitals, and similar entertainment. This classification excludes commercial cinemas or theaters.

“Personal convenience service” means a business establishment providing recurrently needed services of a personal nature. This classification includes, but is not limited to, barber and beauty shops, seamstresses, tailors, shoe repair shops, photocopying, retail dry cleaning establishments (excluding wholesale dry cleaning plants), self-service laundromats, and similar services. This classification excludes massage parlors, tattoo parlors, and/or skin piercing establishments.

“Personal improvement service” means a business establishment providing instructional services or facilities, including, but not limited to, photography, fine arts, crafts, dance or music studios, driving schools, modeling agencies, reducing salons, and health or physical fitness clubs. Incidental instructional services associated with a retail use shall be classified as “retail sales” rather than “personal improvement services.”

“Planned unit development” means the planning, construction, or implementation and operation of any use or structure, or a combination of uses and structures, on a single parcel of land based on a comprehensive and complete design or plan treating the entire complex of land, structures, and uses as a single project.

“Plant nursery” means a site used to raise trees, shrubs, flowers, and other plants for sale or for transplanting, and where all merchandise (other than plants) is kept within an enclosed building or fully screened enclosure, and fertilizer of any type is stored and sold in package form only.

“Public building” means a building owned and operated by a public agency for public use.

“Public safety facility” means a public facility providing public safety and emergency services, including police and fire protection, and associated support and training facilities.

“Public utility facility” means a building or structure used by any public utility including, but not limited to, any gas treatment plant, reservoir, tank, or other storage facility, water treatment plant, well, reservoir, tank or other storage facility, electric generating plant, distribution or transmission substation, telephone switching or other communications plant, earth station or other receiving or transmission facility, any storage yard for public utility equipment or vehicles, and any parking lot for parking vehicles or automobiles to serve a public utility. The term “public utility” shall include every gas, electrical, telephone and water corporation serving the public or any portion thereof for which a certificate of public convenience and necessity has been issued by the state Public Utility Commission.

“Recreational facility” means a publicly owned and operated recreational structure or building, such as a tennis court, swimming pool, multipurpose community building, or similar use.

“Recyclable material” means a reusable material, including, but not limited to, metals, glass, plastic, and paper, and which is intended for reuse, remanufacture, or reconstitution for the purpose of using the altered form. “Recyclable material” shall not include refuse or hazardous materials. “Recyclable material” may include used motor oil collected and transported in accordance with Section 25250.11 and Section 25143.2(b)(4) of the State Health and Safety Code.

“Recycling facility” means a center for the collection and/or processing of recyclable materials. “Certified recycling facility” or “certified processor” refers to a recycling facility certified by the State Department of Conservation as meeting the requirements of the State Beverage Container Recycling and Lifter Reduction Act of 1986. A “recycling facility” does not include storage containers or processing activities located on the premises of a residential, commercial, or manufacturing use, and used solely for the recycling of material generated by such residential property, business, or manufacturer.

“Recycling, collection facility” means a center for the acceptance of recyclable materials from the public by donation, redemption, or purchase.

“Recycling, processing facility” means a building or enclosed space used for the collection and processing of recyclable materials. “Processing” means the preparation of material for efficient shipment, or to an end user’s specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing.

“Rental unit” means a housing unit leased for the occupancy of a residential household.

“Residence” means one or more rooms designed, used, or intended to be used as permanent living quarters for a household, and not as temporary or overnight accommodations.

“Residential care facility, limited” means a business establishment providing 24-hour nonmedical care for six or fewer persons in need of personal services, supervision, protection, or assistance essential for sustaining the activities of daily living. This classification includes only those services and facilities licensed by the state of California.

Rest Home. See “Convalescent home.”

“Restaurant, delivery” means a business establishment that is maintained, operated, and/or advertised or held out to the public as a place where orders for food and beverages may be placed in person or by telephone, facsimile, copier, or other off-site means of communication, from a limited menu, and which orders are delivered to a location directed by the customer.

“Restaurant, fast-food” means a business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverages are served to customers from a serving counter in disposable containers or wrappers and where food and meals are generally prepared in advance for immediate sale, and which may include inside seating, drive-through service, delivery service, and take-out/carry-out service.

“Restaurant, sit-down” means a business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverages are served to the public on demand from a menu during stated business hours, served in and on reusable containers and dinnerware, to be consumed on the premises primarily inside the building at tables, booths, or counters, with chairs, benches, or stools. This use may include incidental delivery service utilizing no more than two delivery vehicles.

“Restaurant, take-out” means a business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverages are served in disposable containers or wrappers from a serving counter for consumption exclusively off the premises.

“Retail sales” means a business establishment engaged in the retail sale of merchandise not specifically listed under another use classification as defined in this chapter. This classification includes, but is not limited to: department stores, clothing stores, furniture stores, and businesses retailing the following goods: toys, hobby materials, handcrafted items, jewelry, cameras, photographic supplies, books, electronic equipment, records, sporting goods, kitchen utensils,

hardware, appliances, antiques, art supplies, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, and new automotive parts and accessories (excluding service and installation). This classification excludes thrift shops and pawnshops.

“Room” means an unsubdivided portion of the interior of a dwelling, excluding bathrooms, kitchens, closets, hallways, and service porches.

“School, private” means an educational institution having a curriculum comparable to that required in the public schools of the state of California.

“Secondary residential unit” means a detached dwelling unit that provides complete, independent living facilities for one or more persons. A secondary residential unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot on which the primary unit is situated.

“Senior housing project” means a housing development in which 100 percent of the project rental units are intended to be occupied by persons who are 62 years of age or older, or married couples, of which one spouse is over 62 years of age.

Service Station. See “Vehicle – service station.”

“Setback” means a required open space on an improved lot that is unoccupied by buildings and unobstructed by structures from the ground upward, except for projections and accessory buildings permitted by the provisions of this zoning code. Setbacks shall be measured as the shortest distance between a property line and the nearest vertical support or wall of the building, enclosed or covered porch, or other structure.

Exhibit 20.08-2

Illustration of “Setback” Definitions*

* Code reviser’s note: Exhibit 20.08-2 is on file in the office of the city clerk.

“Setback, between buildings” or “setback between dwelling units” means a required open space between separate buildings or between separate dwelling units on the same lot or building site. Such setback shall be measured as the minimum distance between the nearest vertical support or wall of each building or enclosed or covered porch.

“Setback, exterior side” means a side setback abutting a street.

“Setback, front” means a setback extending across the full width of the front of the lot, the minimum and/or average dimensions of which are determined by the property development standard of the applicable zone in which such lot is located.

“Setback, rear” means a setback extending across the full width of the rear of a lot, the minimum and/or average dimensions of which are determined by the property development standards of the applicable zone in which such lot is located.

“Setback, side” means a setback extending from the required front setback to the required rear setback, or to the front and/or rear property lines where no front and/or rear setback is required by the provisions of this zoning code, the minimum and average dimensions of which are determined by the property development standards of the applicable zone in which such lot is located.

“Sign” means any device used for visual communication that includes any announcement, declaration, demonstration, display, illustration, or insignia, visible from the outside, and which is used to advertise or promote the interests of any person, business, group, or enterprise.

Exhibit 20.08-3
Illustration of “Sign” Definitions*

* Code reviser’s note: Exhibit 20.08-3 is on file in the office of the city clerk.

“Sign, A-frame” means a freestanding sign usually hinged at the top or attached in a similar manner, and widening at the bottom to form a shape similar to the letter “A.” Such signs are usually designed to be portable, and are not considered to be permanent signs or displays.

“Sign, animated” means any sign that uses movement or change in lighting, either natural or artificial, to depict action or create a special effect or scene. “Animated signs” shall include, but are not limited to: any sign, all or a portion of which rotates, moves, or appears to move in some manner by mechanical, electrical, natural, or other means; and flashing riders, arrows, and other similar attachments which, by method or manner of illumination or lighting, flash on or off, wink, or blink, with varying light intensity, show motion or create the illusion of motion, or revolve in a manner to create the illusion of being on or off. “Animated signs” do not include time-temperature signs.

“Sign, area” means the entire area within a single continuous perimeter that encloses the extreme limits of writing, representation, emblem or any figure of similar character, together with any frame, background area of sign, structural trim, or other material or color forming an integral part of the display or used to differentiate such sign from the background against which it is placed. Those portions of the sign that support (or the base) and that do not function as a sign shall not be considered part of the sign area.

“Sign, awning or canopy” means a nonelectric sign that is printed on, painted on, or attached to an awning or canopy.

“Sign, balloon” means one or more balloons used as a permanent or temporary sign or as a means of directing attention to any business or profession, or to a commodity or service sold, offered, or manufactured, or to any entertainment.

“Sign, banner or flag” means any cloth, bunting, plastic, paper, or similar material used for advertising purposes attached to or pinned on or from any structure, staff, pole, line, framing, or vehicle, but not including official national, state, or municipal flags.

“Sign, billboard” means a structure of any kind erected or used for promoting or advertising an interest other than that of a business, individual, products, or

service available on the premises where the sign is located. Signs of an official nature are not considered billboard signs.

“Sign, construction” means a temporary sign erected on the lot on which construction is taking place, indicating the names of the architects, engineers, contractors, painters, and similar artisans, and the owner, financial supporters, sponsors, and similar individuals or firms having a major role or interest with respect to the structure or project.

“Sign copy” means the words, letters, or symbols displayed on a sign.

“Sign, directional” means a sign designed solely to provide direction or guidance to pedestrians or vehicular traffic.

“Sign, directory” means a sign listing the tenants or occupants and their suite number of a building or center.

“Sign, freestanding” means a sign that is completely supported by structures or other supports that are placed on or anchored in the ground and are independent from any building or other structure.

“Sign, hanging” means any sign which is supported or suspended from the underside of an awning, canopy, parapet overhang of a building, or pedestrian arcade.

“Sign, identification” means a sign providing the name, address, and lawful use of the activity to which it relates and contains no other form of advertisement.

“Sign, information” means a sign which provides a service, direction, or courtesy information intended to assist the public and which is not displayed for the general purpose of advertising products or services. Information signs shall include the location of business facilities (e.g., store entrances, walk-up windows, self-service operations); and courtesy information (hours of operation, menus, “credit cards accepted,” restrooms, “no solicitors”). “Information signs” do not include fuel price signs or traffic directorial signs, nor shall they be part of any sign whose primary function is business identification.

“Sign, logo” means a symbol, design, or graphic representation, separate from the sign text that identifies a business, activity, product, or company.

“Sign, menu board” means a portable or freestanding sign displaying the type and price of food and beverages sold in connection with permitted outdoor dining, or a freestanding sign permanently affixed to the ground in connection with drive through restaurant service. This definition is not meant to apply to signs displaying menu information that are attached to a building (such signs are included within definitions for wall or projecting signs, whichever the case may be).

“Sign, monument” means an independent structure other than a pole sign supported from grade to the bottom of the sign with the appearance of having a solid base.

“Sign, pennant” means any all-weather lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

“Sign, pole” means a freestanding sign permanently affixed to the ground by a single pole.

“Sign, political” means a temporary sign supporting or opposing political candidates, ballot propositions, or issues of national, state, or local concern.

“Sign, portable” means any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; A-frames; sandwich board signs; and umbrellas used for advertising.

“Sign, projecting” means any sign which projects from and is supported by a wall of a building with the display surface of the sign perpendicular to the building wall.

“Sign, pylon” means a freestanding sign other than a pole sign, permanently affixed to the ground by supports, but not having the appearance of a solid base.

“Sign, reader board and changeable copy” means a sign announcing events, or containing text and/or graphics, the message of which is periodically changed.

“Sign, real estate” means a temporary sign advertising real property for sale, rent, or lease.

“Sign, roof” means a sign erected on a roof or projecting above the eave of a building or coping of a parapet. A sign erected on top of a canopy, arcade, awning, or marquee is a roof sign.

“Sign, temporary” means any sign not constructed or intended for long-term use.

“Temporary signs” include, but are not limited to, banners, flags, pennants, balloons, dirigibles, beacons, and searchlights.

“Sign, time-temperature” means an electronic or mechanical device that indicates time and/or temperature, but contains no business identification or advertising.

“Sign, vehicle” means any sign permanently or temporarily attached to or placed on a vehicle or trailer.

“Sign, wall” means any sign affixed to or painted directly upon a building face or wall in such a manner that the face of the sign is substantially parallel to the plane of the building face or wall.

“Sign, window” means any sign that is displayed on or through a window and which may be viewed from a street, walkway, parking lot, or pedestrian area.

“Snack shop” means a business establishment that is maintained, operated, and/or advertised or held out to the public as serving snack foods, such as donuts, ice cream, yogurt, candy, cookies, bakery items, beverages, and similar items to be consumed either on the premises or off the premises.

“Solid fill” means any noncombustible materials insoluble in water, such as soil, rock, sand, or gravel, that can be used for grading land or filling depressions.

“Story” means “story” as defined in the currently adopted and effective Uniform Building Code of the city.

“Story, half” means a story with at least two of its opposite sides situated immediately under a sloping roof, with the floor area of said story not in excess of two-thirds of the floor area of the floor immediately below it.

“Street” means a public thoroughfare or right-of-way acquired for use as such, or an approved private thoroughfare or right-of-way, other than an alley, which affords the principal means of access to abutting property. “Street” shall include all major and secondary highways, traffic collector streets, and local streets.

Street, Center-Line. See “Center-line.”

“Street line” means the boundary line between the street right-of-way and abutting property.

“Structural alteration” means any change in the supporting members of a building, such as bearing walls, columns, beams, girders, floor joists, ceiling joints, or roof rafters.

“Structure” means any physical improvement constructed or erected, including an edifice or building of any kind, or any piece of work artificially constructed or composed of parts jointed together in some definite manner, and which structure requires location on or in the ground or is attached to another improvement or in the ground, including fences, walls, swimming and wading pools, and patios.

“Supportive Housing” means housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community; as defined by Section 50675.14 of the Health and Safety Code. Supportive Housing shall be considered a residential use of property, and shall be subject to only those restrictions that apply to other residential dwellings of the same type in the same zone.

“Swap meet” means any indoor or outdoor place, location, or activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces; and where a fee may be charged to prospective buyers for admission, or a fee may be charged for the privilege of offering or displaying such merchandise. The term “swap meet” is interchangeable with, and applicable to, flea markets, auctions, open air markets, farmer’s markets, or other similarly named or labeled activities; but the term does not include the usual supermarket or department store retail operations.

“Structure, advertising” means a structure existing, erected, or maintained to serve exclusively as a stand, frame, or background for the support or display of signs.

“Tandem parking” means a sequence of two or more parking spaces, occurring in a single vertical or horizontal row, one behind the other, connected by the smaller side of the parking stall, usually front and back.

“Target population” means persons, including persons with disabilities, and families who are “homeless,” as that term is defined by Section 11302 of Title 42 of the United States Code, or who are “homeless youth,” as that term is defined by paragraph (2) of subdivision (e) of Section 11139.3 of the Government Code.

“Thrift shop” means a business establishment primarily engaged in the sale of used clothing, household goods, furniture, or appliances. This classification does not include antique shops.

“Townhouse” means a single-family dwelling which visually appears to share one or more common walls with an adjacent single-family dwelling, but which, in fact, is structurally and functionally independent of any other single-family dwelling.

“Trailer coach” means any vehicle, with or without motor power, designed or used for human habitation and constructed to travel on the public thoroughfares in accordance with the provisions of the California State Vehicle Code.

“Trailer park” or “mobile home park” mean a site designed and equipped for the harboring, parking, or storing of one or more trailers or mobile homes being used as living and/or sleeping quarters.

“Trailer site” means that portion of a trailer park designated for use or occupancy of one trailer coach and including all appurtenant facilities.

“Transfer station, waste” means an area, including any necessary building or structures, for the temporary storage and the salvage of rubbish, garbage, or industrial waste. This definition also includes material recovery facilities.

“Transitional Housing” means a building or buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months; as defined in Section 50675.2 of the Health and Safety Code. Transitional Housing does not include state licensed residential care facilities, also referred to as care homes. Transitional Housing shall be considered a residential use of property, and shall be subject to only those restrictions that apply to other residential dwellings of the same type in the same zone.

“Triplex” means a structure containing three individual residential dwelling units.

“Trucking terminal” means a business engaged in the storage and distribution of goods having more than five heavy trucks (having a rating of more than 10,000

pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time, but excluding trucking accessory to another industrial use on the site.

“Use” means the purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied, utilized, or maintained.

“Variance” means a modification of a literal provision of this zoning code, granted by an administrative or quasi-judicial act in accordance with the provisions of this zoning code.

“Vehicle – automobile washing” means a business engaged in the washing, waxing, cleaning, and/or detailing of automobiles or similar light vehicles.

“Vehicle – body and fender shop” means a business establishment involved in the repairing, restoring, and/or painting of the bodies of motor vehicles.

“Vehicle – rentals” means a business engaged in the sale, lease and/or rental of automobiles and light trucks (having a rating of less than 10,001 pounds, an unladen weight of less than 6,001 pounds, and equipped with an open box-type bed less than nine feet in length), including storage and incidental maintenance and repair.

“Vehicle – repair garage” means any site and improvements used for the repair and maintenance of automobiles, motorcycles, light trucks (having a rating of less than 10,001 pounds, an unladen weight of less than 6,001 pounds, and equipped with an open box-type bed less than nine feet in length), or other similar passenger vehicles licensed by the State Department of Motor Vehicles. This classification shall not include the repair or maintenance of motor homes or commercial vehicles as defined in Section 3-7.901 of this zoning code. “Motor vehicle repair garage” shall be construed broadly to include the place where the following types of commonly known garage or shop activities occur: tune-up and muffler work, parts and tire sales and installation, wheel and brake work, engine and transmission overhaul, and installation of car alarms and car stereos. “Motor vehicle repair garage” shall not include automobile wrecking, dismantling, or salvage, motor vehicle body and fender shops, or tire retreading or recapping.

“Vehicle – service station” means a business establishment primarily engaged in the retail sale of vehicle fuel and lubricants. This classification includes facilities having service bays for vehicle service and repair. Such service and repair may include the sale of tires, batteries, and other parts and products related to the operation of a motor vehicle; minor tune-up; lubrication and parts replacement; nonmechanical car-washing, polishing, and waxing; and other light work related to preventive maintenance and upkeep, but may not include maintenance and repair of large trucks or other large vehicles, or body and fender work on any vehicles.

“Vehicle – towing/storage” means a business establishment providing towing and/or storage of operative or inoperative vehicles. This classification includes the storage of parking tow-aways, impound yards, and storage lots for buses and recreational vehicles, but does not include vehicle dismantling.

“Visual obstruction” means any physical obstruction which limits the visibility of persons in motor vehicles or pedestrians approaching intersecting or intercepting streets, alleys, driveways, or other public rights-of-way.

“Wall” or “fence” means a structure forming a physical barrier, including, but not limited to, concrete, concrete block, wood, or other materials which are solid and are so assembled as to form a barrier.

“Warehouse retail” means an off-price or wholesale retail/warehouse establishment exceeding 70,000 square feet of gross floor area and offering a full range of general merchandise to the public.

“Warehouse retail, specialty” means an off price or wholesale retail/warehouse establishment exceeding 30,000 square feet of gross floor area and offering a limited range of merchandise, serving both wholesale and retail customers.

“Wholesaling, distribution and storage” means a business engaged in storage and distribution, and having five or fewer heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time. Wholesaling establishments may include no more than 10 percent or 1,000 square feet of floor area, whichever is less, for the incidental direct sale to consumers of only those goods distributed wholesale. This classification excludes “mini-warehouse” or “self-storage facilities” and “vehicle – towing/storage.”

“Wholesale dry-cleaning plant” means a dry cleaning establishment having at least 51 percent of its gross sales to licensed dry cleaners. “Without prejudice” is a term used when rights or privileges are not waived or lost.

“Yard” means an open space on a lot or parcel of land, other than a court, unoccupied and unobstructed by a building from the ground upward.

“Yard, front” means a yard extending across the full width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal distance between the front lot line, where the front lot line is coterminous with the street line, and the front elevation of the structure located on the parcel.

“Yard, rear” means a yard extending across the full width of the lot or parcel of land. The depth of a required rear yard shall be a specified horizontal distance between the rear lot line and a line parallel thereto on the lot or parcel of land.

“Yard, side” means a yard extending from the required front yard, or the front lot line where no front yard is required, to the required rear yard or the rear lot line where no rear yard is required. The width of a required side yard shall be a specified horizontal distance between each side lot line and a line parallel thereto on the lot or parcel of land. Where a side yard is bounded by a street, the width of such required side yard shall be a specified horizontal distance between the side lot line on the street side, where said side lot line is coterminous with the street line of a fully widened street or the ultimate street line of a partially widened street, and a line

Exhibit 20.08-4
Illustration of “Yard” Definitions

* Code reviser’s note: Exhibit 20.08-4 is on file in the office of the city clerk.

“Zoning map” means the official zoning map delineating the boundaries of zones within the city of Cudahy. (Ord. 587 § 20-1.0200).

Section 20.64.040: Principal uses permitted in the Zone LDR district.

(Corresponding Numbers of subsequent permitted uses will shift accordingly with the addition of “transitional and supportive housing”)

Premises in Zone LDR may be used for the following principal uses:

- (1) One-family dwellings, including site-built homes and manufactured housing.
- (2) The growing of nursery stock, field crops, tree, bush and berry crops, and vegetable or flower gardening. The provisions of this section shall not be construed to permit roadside stands, retail sales from the premises, or signs advertising products produced on the premises.
- (3) Parking lots as a transitional use on lots or parcels of land adjoining or across an alley from any commercial or manufacturing zone pursuant to the provisions of CMC 20.76.320, Principal uses subject to special conditions.
- (4) Home occupations; provided, that there is:
 - (a) No display or storage of goods, wares, merchandise, or stock in trade maintained on the premises; and
 - (b) No one, other than one person residing on the lot where the home occupation is located, shall be regularly employed in such occupation; and
 - (c) No equipment used in conjunction with such occupation, which emits dust, fumes, noise, odor, etc., which would or could interfere with the peaceful use and enjoyment of adjacent properties; and
 - (d) Not more than 200 square feet of the floor space of the dwelling devoted to such use; and
 - (e) No appreciable increase of traffic, pedestrian and vehicular, by reason of the dwelling devoted to such use; and
 - (f) No alteration of the structure, nor the use of any signs not otherwise permitted in the zone in which the occupation is located; and
 - (g) Authorization to inspect home offices once a month to assure compliance with the above items. (Ord. 587 § 20-1.1615).

(5) Transitional and Supportive Housing; subject to the following restrictions:

(a) Transitional Housing and Supportive Housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.

Section 20.68.080: CC Zone – Principal uses permitted.

(Corresponding Numbers of Subsequent permitted uses will shift accordingly with the addition of “emergency shelters”).

Premises in Zone CC may be used for the following principal uses, provided all sales are retail only and all retail sales are of new merchandise, except as otherwise listed:

- (1) Antique shops.
- (2) Appliance stores, household.
- (3) Art supply shops.
- (4) Automobile supply stores.
- (5) Bakery shops, including baking only when incidental to retail sales from the premises.
- (6) Barber and beauty shops.
- (7) Bicycle sales.
- (8) Bicycle, scooter, and similar vehicle rentals.
- (9) Blueprint shop.
- (10) Book stores.
- (11) Candy stores.
- (12) Children's clothing apparel stores.
- (13) Children's book store.
- (14) Clothing stores.
- (15) Confectionery stores.
- (16) Costume design studios.
- (17) Delicatessens (deli).
- (18) Department stores.
- (19) Dress shops.
- (20) Drug stores.
- (21) Dry goods stores.

(22) Emergency Shelters; subject to the following restrictions:

(a) Occupancy. A maximum of 15 beds or persons may be served nightly, with associated support service not open to the public. Any Emergency Shelter for Homeless with greater than 15 beds shall be subject to approval of a Conditional Use Permit consistent with CMC Chapter 20.44.

(b) Parking. One (1) vehicle parking space shall be provided per 5 beds. A covered and secured area for bicycle parking shall be provided for use by staff and clients, commensurate with demonstrated need, but no less than a minimum of eight (8) bike parking spaces.

(c) Waiting and Intake Area. A client waiting and intake area shall be provided and contain a minimum of ten (10) square feet per bed provided at the facility. The client waiting and intake area shall be screened from the public right of way by a solid wall of at least six (6) feet in height, and shall be sufficient in size to accommodate all persons waiting to enter the facility.

(d) Support Services. Emergency Shelters shall allocate sufficient areas on site, outside of any required landscape areas, to provide the following minimal support services:

- 1. Food preparation and dining areas***
- 2. Laundry facilities***
- 3. Restrooms and showers***
- 4. Areas to secure and store client belongings***
- 5. Indoor and outdoor recreational facilities and/or open space***
- 6. A private area providing referral services to assist shelter clients in entering programs aimed at obtaining permanent shelter and income. Referral services refers to the initial assessment of a homeless client to identify the areas in which assistance is needed, and connecting clients with appropriate off-site programs and services depending on their need.***

(e) Hours of Operation. Emergency Shelters for Homeless providing less than 15 beds are not required to be open 24 hours a day. Clients for Emergency Shelters for Homeless shall have a specified check out time as detailed in the Management and Operation Plan, but may remain on the premises to utilize onsite services offered.

(f) Length of Stay. The length of stay of an individual client shall not exceed six (6) months within a twelve (12) month period; days of stay need not be consecutive.

(g) Management and Operation Plan. The applicant or operator shall submit a Management and Operation Plan for the Emergency Shelter for review during the over the counter approval process for review and feedback by the Community Development Director or designee in consultation with Law Enforcement at the time the project is proposed, prior to issuance of permits. If Site Plan Review applies, then the Management and Operational Plan should be submitted and reviewed concurrently with those applications. The Plan shall remain active throughout the life of the facility, with any changes subject to review and approval by the Community Development Director or designee in consultation with the Chief of Police. The Plan should be based on "Best Practices" and include, but not limited to, a security plan, procedures, lists of services, staff training, "good

neighbor” communication plan, client transportation and active transportation plan, ratio of staff to clients, client eligibility and intake and check out process, detailed hours of operation, and an ongoing outreach plan to Cudahy homeless population. The City may inspect the facility at any time for compliance with the facility’s Operational Plan and other applicable laws and standards.

(h) Restrooms. The number of toilet and showers shall comply with applicable Building Codes and Plumbing Codes.

(i) Trash Enclosure and Loading Zone. Each facility shall have a trash enclosure and loading zone as provided in CMC Chapters 20.64 and 20.80.

(j) Applicable Laws. The facility shall comply with all other laws, rules and regulations that apply, including Building and Fire codes and shall be subject to City inspections prior to Operational Plan approval.

(23) Equipment rental services, including rototillers, power mowers, sanders, power saws, cement mixers, and other similar equipment.

(24) Feed and grain sales.

(25) Fire stations.

(26) Florist shops.

(27) Food markets.

(28) Furniture stores.

(29) Furniture repair and restoration.

(30) Gift shops.

(31) Hardware stores.

(32) Hat cleaning and blocking establishments.

(33) Health food stores.

(34) Hobby supply shops.

(35) Ice cream shops.

(36) Ice sales, not to include ice plants.

(37) Interior decorating shops.

(38) Jewelry stores with incidental repairs.

(39) Knit shops.

(40) Leather goods stores.

(41) Libraries.

(42) Locksmith shops.

(43) Manager’s office, property management office.

(44) Manicure parlors.

(45) Manufacturer’s agent, carrying no inventory other than samples.

(46) Meat markets, not to include slaughtering.

(47) Medical clinics.

(48) Millinery shops; hats.

(49) Printing services.

- (50) Mortuaries.
- (51) Museums.
- (52) Music stores.
- (53) Newspaper stores.
- (54) Notions or novelty stores.
- (55) Offices, business and professional.
- (56) Paint and wallpaper stores.
- (57) Parks and playgrounds.
- (58) Pet shops.
- (59) Pet supply shops.
- (60) Photography shops.
- (61) Photography studios.
- (62) Plumbing shops.
- (63) Police stations.
- (64) Post offices.
- (65) Pottery stores.
- (66) Poultry markets, not to include slaughtering.
- (67) Public health centers.
- (68) Radio and television stores.
- (69) Real estate offices.
- (70) Shoe repair shops.
- (71) Shoe stores.
- (72) Sporting goods stores.
- (73) Stationery stores.
- (74) Tailor shops.
- (75) Tile sales, ornamental.
- (76) Tobacco shops.
- (77) Tourist information centers.
- (78) Toy shops.
- (79) Typewriter sales and incidental repairs.
- (80) Watch repair shops.
- (81) Wearing apparel shops.
- (82) Other similar uses that the planning commission finds to fall within the intent and purpose of this zone, that will not be more obnoxious or materially detrimental to the public welfare, and which the planning commission finds to be of a comparable nature and of the same class as the uses enumerated in this section. (Ord. 587 § 20-1.1740).

Section 4: In accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the adoption of this ordinance is exempt from CEQA review pursuant to California Code of Regulations section 15061(b)(3), in that the proposed amendment to the Zoning Code will not have a significant effect on the environment. A Notice of Exemption will be filed upon adoption of this ordinance.

Section 5: Any provision of the Cudahy Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

Section 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof 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 or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

Section 7: The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED AND ADOPTED at a special meeting of the City Council of the City of Cudahy on this 25th day of November, 2014.

Chris Garcia
Mayor

ATTEST

Donna G. Schwartz, CMC
Interim City Clerk

CERTIFICATION

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

I, Donna G. Schwartz, Interim City Clerk of the City of Cudahy, hereby certify that Ordinance 634 was introduced at a regular meeting of the City Council of the City of Cudahy on 4th day of November, 2014, and adopted and passed at a special meeting of the City Council of the City of Cudahy held on the 25th day of November, 2014, by the following vote:

AYES: Council Member(s):

NOES: Council Member(s):

ABSTAIN: Council Member(s):

ABSENT: Council Member(s):

Donna G. Schwartz, CMC
Interim City Clerk

ORDINANCE NO. 640

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, ADDING CHAPTER 20.108 PERTAINING TO LOW IMPACT DEVELOPMENT (LID) STRATEGIES ON PROJECTS THAT REQUIRE BUILDING, GRADING AND ENCROACHMENT PERMITS, TO TITLE 20 (ZONING) OF THE CITY OF CUDAHY MUNICIPAL CODE

WHEREAS, the City of Cudahy (City) is authorized by Article XI, Section 5 and Section 7 of the State Constitution to exercise the police power of the State by adopting regulations to promote public health, public safety and general prosperity; and

WHEREAS, the federal Clean Water Act establishes Regional Water Quality Control Boards in order to prohibit the discharge of pollutants in stormwater runoff to waters of the United States; and

WHEREAS, the City is a permittee under the California Regional Water Quality Control Board, Los Angeles Region Order No. R4-2012-0175, issued on November 08, 2012 which establishes Waste Discharge Requirements for Municipal Separate Storm Sewer Systems (MS4) Discharges within the Coastal Watersheds of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4; and

WHEREAS, the Municipal NPDES Permit (Order No. R4-2012-0175) contains requirements for municipalities to establish an LID Ordinance in order to participate in a Watershed Management Program and/or Enhanced Watershed Management Program; and

WHEREAS, the Regional Board has adopted Total Maximum Daily Loads (TMDLs) for pollutants which are numerical limits that must be achieved effectively through LID implementation; and

WHEREAS, the City has the authority under the California Water Code to adopt and enforce ordinances imposing conditions, restrictions and limitations with respect to any activity that might degrade waters of the State; and

WHEREAS, the City is committed to a stormwater management program that protects water quality and water supply by employing watershed-based approaches that balance environmental and economic considerations; and

WHEREAS, urbanization has led to increased impervious surface areas resulting in increased water runoff and less percolation to groundwater aquifers causing the transport of pollutants to downstream receiving waters; and

WHEREAS, is it the intent of the City to expand the applicability of the existing LID requirements by providing stormwater and rainwater LID strategies for all projects for Development and Redevelopment projects as defined under "Applicability." Where there are conflicts between this Ordinance and previously adopted SUSMP and/or LID Standards, the standards in this Ordinance shall prevail; and

WHEREAS, the proposed LID Ordinance qualifies for a class 8 California Exemption under the provisions of the California Environmental Quality Act (CEQA) Section 15308. Class 8 exempts actions taken by regulatory agencies as authorized by State or local ordinance to assure the maintenance, restoration, enhancement or protection of the environment where the regulatory process involves procedures for protection of the environment. No construction activities or relaxation of standards allowing environmental degradation are proposed in conjunction with the adoption of this ordinance.

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

SECTION 1

That new Chapter 20.108 be, and the same is hereby, added to Title 20 of the Cudahy Municipal Code, to read as follows:

CHAPTER 20.108

LOW IMPACT DEVELOPMENT MEASURES FOR NEW DEVELOPMENT AND/OR REDEVELOPMENT PLANNING AND CONSTRUCTION ACTIVITIES. (LOW IMPACT DEVELOPMENT ORDINANCE)

Sections:

20.108.010 Definitions

20.108.020 Low Impact Development Measures for New Development and/or Redevelopment Planning and Construction activities

20.108.010 DEFINITIONS

Chapter 20.108 of Title 20 of the **City of Cudahy Municipal Code** (LOW IMPACT DEVELOPMENT MEASURES FOR NEW DEVELOPMENT AND/OR REDEVELOPMENT PLANNING AND CONSTRUCTION ACTIVITIES) (**Section 20.108.010**) is added to include the following definitions in alphabetical order. If the definition of any term contained in this chapter conflicts with the definition of the same term in Order No. R4-2012-0175, then the definition contained in Order No. R4-2012-0175 shall govern:

“Automotive Service Facility” means a facility that is categorized in any one of the following Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) codes. For inspection purposes, Permittees need not inspect facilities with SIC codes 5013, 5014, 5511, 5541, 7532-7534, and 7536-7539 provided that these facilities have no outside activities or materials that may be exposed to stormwater (Order No. R4-2012-0175).

“Basin Plan” means the Water Quality Control Plan, Los Angeles Region, Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties, adopted by the Regional Water Board on June 13, 1994 and subsequent amendments (Order No. R4-2012-0175).

“Best Management Practice (BMP)” means practices or physical devices or systems designed to prevent or reduce pollutant loading from stormwater or non-stormwater discharges to receiving waters, or designed to reduce the volume of stormwater or non-stormwater discharged to the receiving water (Order No. R4-2012-0175).

“Biofiltration” means a LID BMP that reduces stormwater pollutant discharges by intercepting rainfall on vegetative canopy, and through incidental infiltration and/or evapotranspiration, and filtration. Incidental infiltration is an important factor in achieving the required pollutant load reduction. Therefore, the term “biofiltration” as used in this Ordinance is defined to include only systems designed to facilitate incidental infiltration or achieve the equivalent pollutant reduction as biofiltration BMPs with an underdrain (subject to approval by the Regional Board’s Executive Officer). Biofiltration BMPs include bioretention systems with an underdrain and bioswales (Order No. R4-2012-0175).

“Bioretention” means a LID BMP that reduces stormwater runoff by intercepting rainfall on vegetative canopy, and through evapotranspiration and infiltration. The bioretention system typically includes a minimum 2-foot top layer of a specified soil and compost mixture underlain by a gravel-filled temporary storage pit dug into the in-situ soil. As defined in this Ordinance, a bioretention BMP may be designed with an overflow drain, but may not include an underdrain. When a bioretention BMP is designed or constructed with an underdrain it is regulated by Order No. R4-2012-0175 as biofiltration (Order No. R4-2012-0175).

“Bioswale” means a LID BMP consisting of a shallow channel lined with grass or other dense, low-growing vegetation. Bioswales are designed to collect stormwater runoff and to achieve a uniform sheet flow through the dense vegetation for a period of several minutes (Order No. R4-2012-0175).

“City” means the City of Cudahy.

“Clean Water Act (CWA)” means the Federal Water Pollution Control Act enacted in 1972, by Public Law 92-500, and amended by the Water Quality Act of 1987. The Clean Water Act prohibits the discharge of pollutants to Waters of the United States unless the discharge is in accordance with an NPDES permit.

“Commercial Development” means any development on private land that is not heavy industrial or residential. The category includes, but is not limited to: hospitals, laboratories and other medical facilities, educational institutions, recreational facilities, plant nurseries, car wash facilities; mini-malls and other business complexes, shopping malls, hotels, office buildings, public warehouses and other light industrial complexes (Order No. R4-2012-0175).

“Commercial Malls” means any development on private land comprised of one or more buildings forming a complex of stores which sells various merchandise, with interconnecting walkways enabling visitors to easily walk from store to store, along with parking area(s). A commercial mall includes, but is not limited to: mini-malls, strip malls, other retail complexes, and enclosed shopping malls or shopping centers (Order No. R4-2012-0175).

“Construction Activity” means any construction or demolition activity, clearing, grading, grubbing, or excavation or any other activity that result in land disturbance. Construction does not include emergency construction activities required to immediately protect public health and safety or routine maintenance activities required to maintain the integrity of structures by performing minor repair and restoration work, maintain the original line and grade, hydraulic capacity, or original purposes of the facility. See “Routine Maintenance” definition for further explanation. Where clearing, grading or excavating of underlying soil takes place during a repaving operation, State General Construction Permit coverage by the State of California General Permit for Storm Water Discharges Associated with Industrial Activities or for

Stormwater Discharges Associated with Construction Activities is required if more than one acre is disturbed or the activities are part of a larger plan (Order No. R4-2012-0175).

“Control” means to minimize, reduce or eliminate by technological, legal, contractual, or other means, the discharge of pollutants from an activity or activities (Order No. R4-2012-0175).

“Development” means construction, rehabilitation, redevelopment or reconstruction of any public or private residential project (whether single-family, multi-unit or planned unit development); industrial, commercial, retail, and other non-residential projects, including public agency projects; or mass grading for future construction. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety (Order No. R4-2012-0175).

“Directly Adjacent” means situated within 200 feet of the contiguous zone required for the continued maintenance, function, and structural stability of the environmentally sensitive area (Order No. R4-2012-0175).

“Discharge” means any release, spill, leak, pump, flow, escape, dumping, or disposal of any liquid, semi-solid, or solid substance.

“Disturbed Area” means an area that is altered as a result of clearing, grading, and/or excavation (Order No. R4-2012-0175).

“Flow-through treatment BMPs” means a modular, vault type “high flow biotreatment” devices contained within an impervious vault with an underdrain or designed with an impervious liner and an underdrain (Order No. R4-2012-0175).

“Full Capture System” means any single device or series of devices, certified by the Executive Officer, that traps all particles retained by a 5 mm mesh screen and has a design treatment capacity of not less than the peak flow rate Q resulting from a one-year, one-hour storm in the sub-drainage area (Order No. R4-2012-0175).

“General Construction Activities Storm Water Permit (GCASP)” means the general NPDES permit adopted by the State Board which authorizes the discharge of stormwater from construction activities under certain conditions (Order No. R4-2012-0175).

“General Industrial Activities Storm Water Permit (GIASP)” means the general NPDES permit adopted by the State Board which authorizes the discharge of stormwater from certain industrial activities under certain conditions (Order No. R4-2012-0175).

“Green Roof” means a LID BMP using planter boxes and vegetation to intercept rainfall on the roof surface. Rainfall is intercepted by vegetation leaves and through evapotranspiration. Green roofs may be designed as either a bioretention BMP or as a biofiltration BMP. To receive credit as a bioretention BMP, the green roof system planting medium shall be of sufficient depth to provide capacity within the pore space volume to contain the design storm depth and may not be designed or constructed with an underdrain (Order No. R4-2012-0175).

“Hillside” means a property located in an area with known erosive soil conditions, where the development contemplates grading on any natural slope that is 25% or greater and where grading contemplates cut or fill slopes (Order No. R4-2012-0175).

“Industrial/Commercial Facility” means any facility involved and/or used in the production, manufacture, storage, transportation, distribution, exchange or sale of goods and/or commodities, and any facility involved and/or used in providing professional and non-

professional services. This category of facilities includes, but is not limited to, any facility defined by either the Standard Industrial Classifications (SIC) or the North American Industry Classification System (NAICS). Facility ownership (federal, state, municipal, private) and profit motive of the facility are not factors in this definition (Order No. R4-2012-0175).

“Industrial Park” means land development that is set aside for industrial development. Industrial parks are usually located close to transport facilities, especially where more than one transport modalities coincide: highways, railroads, airports, and navigable rivers. It includes office parks, which have offices and light industry (Order No. R4-2012-0175).

“Infiltration BMP” means a LID BMP that reduces stormwater runoff by capturing and infiltrating the runoff into in-situ soils or amended onsite soils. Examples of infiltration BMPs include infiltration basins, dry wells, and pervious pavement (Order No. R4-2012-0175).

“Low Impact Development (LID)” consists of building and landscape features designed to retain or filter stormwater runoff (Order No. R4-2012-0175).

“Municipal Separate Storm Sewer System (MS4)” means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States;
- (ii) Designed or used for collecting or conveying stormwater;
- (iii) Which is not a combined sewer; and
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR Section 122.2.

(40 CFR Section 122.26(b)(8)) (Order No. R4-2012-0175)

“National Pollutant Discharge Elimination System (NPDES)” means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under CWA Section 307, 402, 318, and 405. The term includes an “approved program” (Order No. R4-2012-0175).

“Natural Drainage System” means a drainage system that has not been improved (e.g., channelized or armored). The clearing or dredging of a natural drainage system does not cause the system to be classified as an improved drainage system (Order No. R4-2012-0175).

“New Development” means land disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision (Order No. R4-2012-0175).

“Non-Stormwater Discharge” means any discharge to a municipal storm drain system that is not composed entirely of stormwater (Order No. R4-2012-0175).

“Outfall” means a point source as defined by 40 CFR 122.2 at the point where a municipal separate storm sewer discharges to waters of the United States and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels or other conveyances with connect segments of the same stream or other waters of the United States and are used to convey waters of the United States. (40 CFR Section 122.26(b)(9)) (Order No. R4-2012-0175).

“Parking Lot” means land area or facility for the parking or storage of motor vehicles used for businesses, commerce, industry, or personal use, with a lot size of 5,000 square feet or more of surface area, or with 25 or more parking spaces (Order No. R4-2012-0175).

“Pollutant” means any “pollutant” defined in Section 502(6) of the Federal Clean Water Act or incorporated into the California Water Code Section 13373 (Order No. R4-2012-0175). Pollutants may include, but are not limited to the following:

- a. Commercial and industrial waste (such as fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, pesticides, slag, ash, and sludge).
- b. Metals (such as cadmium, lead, zinc, copper, silver, nickel, chromium, and non-metals such as phosphorus and arsenic).
- c. Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants, and grease).
- d. Excessive eroded soil, sediment, and particulate materials in amounts that may adversely affect the beneficial use of the receiving waters, flora, or fauna of the State.
- e. Animal wastes (such as discharge from confinement facilities, kennels, pens, recreational facilities, stables, and show facilities).
- f. Substances having characteristics such as pH less than 6 or greater than 9, or unusual coloration or turbidity, or excessive levels of fecal coliform, or fecal streptococcus, or enterococcus.

“Project” means all development, redevelopment, and land disturbing activities. The term is not limited to "Project" as defined under CEQA (Pub. Resources Code Section 21065) (Order No. R4-2012-0175).

“Rainfall Harvest and Use” means a LID BMP system designed to capture runoff, typically from a roof but can also include runoff capture from elsewhere within the site, and to provide for temporary storage until the harvested water can be used for irrigation or non-potable uses. The harvested water may also be used for potable water uses if the system includes disinfection treatment and is approved for such use by the local building department (Order No. R4-2012-0175).

“Receiving Water” means “water of the United States” into which waste and/or pollutants are or may be discharged (Order No. R4-2012-0175).

“Redevelopment” means land-disturbing activity that results in the creation, addition, or replacement of 5,000 square feet or more of impervious surface area on an already developed site. Redevelopment includes, but is not limited to: the expansion of a building

footprint; addition or replacement of a structure; replacement of impervious surface area that is not part of routine maintenance activity; and land disturbing activity related to structural or impervious surfaces. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety (Order No. R4-2012-0175).

“**Regional Board**” means the California Regional Water Quality Control Board, Los Angeles Region.

“**Restaurant**” means a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC Code 5812) (Order No. R4-2012-0175).

“**Retail Gasoline Outlet**” means any facility engaged in selling gasoline and lubricating oils (Order No. R4-2012-0175).

“**Routine Maintenance**” includes, but is not limited to projects conducted to:

1. Maintain the original line and grade, hydraulic capacity, or original purpose of the facility.
2. Perform as needed restoration work to preserve the original design grade, integrity and hydraulic capacity of flood control facilities.
3. Includes road shoulder work, regrading dirt or gravel roadways and shoulders and performing ditch cleanouts.
4. Update existing lines* and facilities to comply with applicable codes, standards, and regulations regardless if such projects result in increased capacity.
5. Repair leaks

Routine maintenance does not include construction of new** lines or facilities resulting from compliance with applicable codes, standards and regulations.

* Update existing lines includes replacing existing lines with new materials or pipes.

** New lines are those that are not associated with existing facilities and are not part of a project to update or replace existing lines (Order No. R4-2012-0175).

“**Significant Ecological Areas (SEAs)**” means an area that is determined to possess an example of biotic resources that cumulatively represent biological diversity, for the purposes of protecting biotic diversity, as part of the Los Angeles County General Plan. Areas are designated as SEAs, if they possess one or more of the following criteria:

1. The habitat of rare, endangered, and threatened plant and animal species.
2. Biotic communities, vegetative associations, and habitat of plant and animal species that are either one of a kind, or are restricted in distribution on a regional basis.
3. Biotic communities, vegetative associations, and habitat of plant and animal species that are either one of a kind or are restricted in distribution in Los Angeles County.
4. Habitat that at some point in the life cycle of a species or group of species, serves as a concentrated breeding, feeding, resting, migrating grounds and is limited in availability either regionally or within Los Angeles County.

5. Biotic resources that are of scientific interest because they are either an extreme in physical/geographical limitations, or represent an unusual variation in a population or community.
6. Areas important as game species habitat or as fisheries.
7. Areas that would provide for the preservation of relatively undisturbed examples of natural biotic communities in Los Angeles County.
8. Special areas (Order No. R4-2012-0175).

“**Site**” means land or water area where any “facility or activity” is physically located or conducted, including adjacent land used in connection with the facility or activity (Order No. R4-2012-0175).

“**Storm Drain System**” means any facility or any parts of the facility, including streets, gutters, conduits, natural or artificial drains, channels and watercourse that are used for the purpose of collecting, storing, transporting or disposing of stormwater and are located within the City.

“**Storm Water or Stormwater**” means runoff and drainage related to precipitation events (pursuant to 40 CFR Section 122.26(b)(13); 55 Fed. Reg. 47990, 47995 (Nov. 16, 1990)).

“**Urban Runoff**” means surface water flow produced by storm and non-storm events. Non-storm events include flow from residential, commercial or industrial activities involving the use of potable and non-potable water.

20.108.020 LOW IMPACT DEVELOPMENT MEASURES FOR NEW DEVELOPMENT AND/OR REDEVELOPMENT PLANNING AND CONSTRUCTION ACTIVITIES.

- A. Objective.** The provisions of this Section establish requirements for construction activities and facility operations of Development and Redevelopment projects to comply with the current “Municipal NPDES Permit,” lessen the water quality impacts of development by using smart growth practices, and integrate LID practices and standards for stormwater pollution mitigation through means of infiltration, evapotranspiration, biofiltration, and rainfall harvest and use. LID shall be inclusive of new development and/or redevelopment requirements.
- B. Scope.** This Section contains requirements for stormwater pollution control measures in Development and Redevelopment projects and authorizes the City to further define and adopt stormwater pollution control measures, and to develop LID principles and requirements, including but not limited to the objectives and specifications for integration of LID strategies, grant waivers from the LID requirements, and collect funds for projects that are granted waivers. Except as otherwise provided herein, the City shall administer, implement and enforce the provisions of this Section. Guidance documents supporting implementation of requirements in this Ordinance are hereby incorporated by reference, including, SUSMP and LID Guidelines (Exhibit A) (City of Cudahy Low Impact Development (LID) Guidelines) available from the City Clerk.
- C. Applicability.** Development projects subject to Permittee conditioning and approval for the design and implementation of post-construction controls to mitigate storm water pollution, prior to completion of the project(s), are:

- (1) All development projects equal to 1 acre or greater of disturbed area that adds more than 10,000 square feet of impervious surface area.
- (2) Industrial parks 10,000 square feet or more of surface area.
- (3) Commercial malls 10,000 square feet or more of surface area.
- (4) Retail gasoline outlets with 5,000 square feet or more of surface area.
- (5) Restaurants (Standard Industrial Classification (SIC) of 5812) with 5,000 square feet or more of surface area.
- (6) Parking lots with 5,000 square feet or more of impervious surface area, or with 25 or more parking spaces.
- (7) Streets and roads construction of 10,000 square feet or more of impervious surface area. Street and road construction applies to standalone streets, roads, highways, and freeway projects, and also applies to streets within larger projects.
- (8) Automotive service facilities (Standard Industrial Classification (SIC) of 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539) 5,000 square feet or more of surface area.
- (9) Projects located in or directly adjacent to, or discharging directly to an Environmentally Sensitive Area (ESA), where the development will:
 - a. Discharge stormwater runoff that is likely to impact a sensitive biological species or habitat; and
 - b. Create 2,500 square feet or more of impervious surface area
- (10) Single-family hillside homes.
- (11) Redevelopment Projects
 - a. Land disturbing activity that results in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site on Planning Priority Project categories.
 - b. Where Redevelopment results in an alteration to more than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, the entire project must be mitigated.
 - c. Where Redevelopment results in an alteration of less than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, only the alteration must be mitigated, and not the entire development.
 - d. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.

- e. Existing single-family dwelling and accessory structures are exempt from the Redevelopment requirements unless such projects create, add, or replace 10,000 square feet of impervious surface area.
- (12) Any other project as deemed appropriate by the Director based on finding that characteristics of either the project or the site may result in environmental effects that can be mitigated by application of this chapter.
- D. Effective Date.** The Planning and Land Development requirements contained in this Ordinance shall become effective 30 days from the adoption of the Ordinance. This includes Planning Priority Projects that are discretionary permit projects or project phases that have not been deemed complete for processing, or discretionary permit projects without vesting tentative maps that have not requested and received an extension of previously granted approvals within 90 days of adoption of the Ordinance. Project applications that have been deemed complete within 90 days of adoption of the Ordinance are not subject to the requirements of this Chapter.
- E. Specific Requirements.** The Site for every Planning Priority Project shall be designed to control pollutants, pollutant loads, and runoff volume to the maximum extent feasible by minimizing impervious surface area and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bioretention and/or rainfall harvest and use.
- (1) A new single-family hillside home development shall include mitigation measures to:
 - a. Conserve natural areas;
 - b. Protect slopes and channels;
 - c. Provide storm drain system stenciling and signage;
 - d. Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability; and
 - e. Direct surface flow to vegetated areas before discharge, unless the diversion would result in slope instability.
 - (2) Street and road construction projects with construction costs greater than \$500,000 and add at least 10,000 square feet of impervious surface shall follow the City of Cudahy's Green Streets Policy Manual (available from the City Clerk).
 - (3) The remainder of Planning Priority Projects shall prepare a LID Plan to comply with the following:
 - a. Retain stormwater runoff onsite for the Stormwater Quality Design Volume (SWQDv) defined as the runoff from:
 - i. The 85th percentile 24-hour runoff event as determined from the Los Angeles County 85th percentile precipitation isohyetal map; or
 - ii. The volume of runoff produced from a 0.75 inch, 24-hour rain event, whichever is greater.
 - b. Minimize hydromodification impacts to natural drainage systems as defined in the Municipal NPDES Permit.
 - c. To demonstrate technical infeasibility, the project applicant must demonstrate that the project cannot reliably retain 100 percent of the SWQDv on-site, even with the maximum application of green roofs and rainwater harvest and use, and that compliance with the applicable post-construction requirements would be

technically infeasible by submitting a site-specific hydrologic and/or design analysis conducted and endorsed by a registered professional engineer, geologist, architect, and/or landscape architect. Technical infeasibility may result from conditions including the following:

- i. The infiltration rate of saturated in-situ soils is less than 0.3 inch per hour and it is not technically feasible to amend the in-situ soils to attain an infiltration rate necessary to achieve reliable performance of infiltration or bioretention BMPs in retaining the SWQDv onsite.
 - ii. Locations where seasonal high groundwater is within five to ten feet of surface grade;
 - iii. Locations within 100 feet of a groundwater well used for drinking water;
 - iv. Brownfield development sites or other locations where pollutant mobilization is a documented concern;
 - v. Locations with potential geotechnical hazards;
 - vi. Smart growth and infill or redevelopment locations where the density and/ or nature of the project would create significant difficulty for compliance with the onsite volume retention requirement.
- d. If partial or complete onsite retention is technically infeasible, the project Site may biofiltrate 1.5 times the portion of the remaining SWQDv that is not reliably retained onsite. Biofiltration BMPs must adhere to the design specifications provided in the Municipal NPDES Permit.
- i. Additional alternative compliance options such as offsite infiltration and groundwater replenishment projects may be available to the project Site. The project Site should contact the Approving Agency to determine eligibility.
- e. The remaining SWQDv that cannot be retained or biofiltered onsite must be treated onsite to reduce pollutant loading. BMPs must be selected and designed to meet pollutant-specific benchmarks as required per the Municipal NPDES Permit. Flow-through BMPs may be used to treat the remaining SWQDv and must be sized based on a rainfall intensity of:
- i. 0.2 inches per hour, or
 - ii. The one year, one-hour rainfall intensity as determined from the most recent Los Angeles County isohyetal map, whichever is greater.

F. Additional Requirements. The site for projects not classified with general applicability listed in Section C of this Ordinance, but resulting in the creation or addition or replacement of 500 square feet or more of impervious surface area shall be designed to control pollutants, pollutant loads, and runoff volume per the **City of Cudahy Low Impact Development (LID) Guidelines** (available from the City Clerk).

G. Validity. If any provision of this Ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect remaining provisions of this Ordinance are declared to be severable.

SECTION 2. Savings Clause. Neither the adoption of this ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution for violations of ordinances; which violations were committed prior to the effective date hereof, nor be construed as waiver of any license or penalty or the penal provisions applicable to any violation thereof. The provision of this ordinance, insofar as they are substantially the same as ordinance provisions previously adopted by the City relating to the same subject matter, shall be construed as restatements and continuations, and not as new enactments.

SECTION 3. Effective Date. This Ordinance shall become effective thirty (30) calendar days from and after its adoption.

SECTION 4. The City Clerk shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this 25th day of November, 2014.

CHRIS GARCIA
Mayor

ATTEST:

DONNA G. SCHWARTZ, CMC
Interim City Clerk

CERTIFICATION

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

I, DONNA G. SCHWARTZ, Interim City Clerk of the City of Cudahy, California, hereby certify that Ordinance No. 640 was introduced by the City Council on November 4, 2014 and adopted at a special meeting of the City Council of the City of Cudahy on the 25th of November, 2014 by the following voter to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

DONNA G. SCHWARTZ, CMC
Interim City Clerk



MANAGING
WET
WEATHER
AND
URBAN
RUNOFF

CITY OF CUDAHY LOW IMPACT DEVELOPMENT (LID) GUIDELINES

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Section 1 – Introduction

What IS LID?

Low Impact Development (LID) consists of design strategies using softscape and hardscape surfaces to retain or filter stormwater and urban runoff. Key to the success of LID is to put in practice the use of small-scale, natural drainage features and to maximize infiltration and capture on site in lieu of conventional end-of-line treatment facilities. This approach also improves a property's aesthetic appearance that achieve multiple goals and benefits.

The intent of a LID is to curb the transport of pollutants to downstream receiving waters caused by impervious surfaces like roadways, parking lots and buildings. Urban areas have less green space that can capture water resulting in increased water runoff. The City needs to take an LID approach to managing runoff while mitigating the impacts of development and urbanization. LID is widely recognized as a sensible approach to managing the quantity and quality of rainwater and urban runoff by setting standards and practices to maintain or restore the natural hydrologic character of a development site, reduce off-site runoff, improve water quality, and provide groundwater recharge.

LID can incorporate a wide variety of design elements including landscaping, permeable pavements, bioretention, infiltration and swales. Although the design and appearance of LIDs will vary, the goals remain the same; provide source control of runoff, limit its transport and pollutant conveyance to the collection system, restore pre-development hydrology to the maximum extent practicable, and provide environmentally enhanced communities.

Purpose & Intent

- Control stormwater and urban runoff to capture pollutants.
- Reuse water and prevent water waste through landscape design elements.

WHY IS LID REQUIRED?



Los Angeles River Control Channel

The City of Cudahy adopted an LID Ordinance to comply with requirements of Clean Water Act and the MS4 Stormwater and Urban Runoff Permit (Order Number R4-2012-0175) effective December 28, 2012.

Commercial and Residential land use represent a significant percentage of the impervious area within the City. Altered flow from development increases runoff from storm events, are damaging to the environment

and increase the risk to property downstream. -

Over time, water runoff has become more regulated to minimize negative impacts on the environment caused by transferring runoff to storm drains, channels, and water bodies. Stormwater runoff can contain pollutants such as trash, metals, nutrients, and bacteria and are regulated by governmental agencies. LID will help to transform the design of properties to a method of storing and treating water on-site for a cleaner discharge into waters of the United States.

Section 2 – Application

The MS4 Permit requires implementation of LID strategies in the following “Planning Priority Projects”:

1. All development projects equal to 1 acre or greater of disturbed area that adds more than 10,000 square feet of impervious surface area.
2. Industrial parks 10,000 square feet or more of surface area.
3. Commercial malls 10,000 square feet or more of surface area.
4. Retail gasoline outlets with 5,000 square feet or more of surface area.
5. Restaurants (Standard Industrial Classification (SIC) of 5812) with 5,000 square feet or more of surface area.
6. Parking lots with 5,000 square feet or more of impervious surface area or with 25 or more parking spaces.
7. Streets and road construction of 10,000 square feet or more of impervious surface area.
8. Automotive service facilities (SIC of 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539) with 5,000 square feet or more of surface area.
9. Projects in, near or discharging to Environmentally Sensitive Areas.
10. Single-family hillside homes.
11. Redevelopment projects:
 - Land disturbing activity that results in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site on Planning Priority Project categories.
 - Where Redevelopment results in an alteration to more than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, the entire project must be mitigated.
 - Where Redevelopment results in an alteration of less than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, only the alteration must be mitigated, and not the entire development.

- Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.
- Existing single-family dwelling and accessory structures are exempt from the Redevelopment requirements unless such projects create, add, or replace 10,000 square feet of impervious surface area.

12. Any other project as deemed appropriate by the Director.

Section 3 – Planning and Development

For every Planning Priority Project the site shall be designed to control pollutants, pollutant loads, and runoff volume to the maximum extent feasible by minimizing impervious surface area and controlling runoff from impervious surfaces through infiltration, evapotranspiration, capture and use, and/or biotreatment. These LID Guidelines are designed to provide guidance with Best Management Practices (BMP) selection based on site conditions. The initial step in selecting a stormwater tool is determining the available space and opportunities for LID.

Examples of Common LID Best Management Practices

			
Vegetated Swales/Bioswales	Rain Gardens	Rain Cisterns	Green Roofs
			
Permeable Pavers	Porous Pavement	Curb Bump-Outs	Curb Cuts

Site Considerations

Specific elements which should be given special consideration in the site assessment process for applicable LID include:

- Ownership of land.
- Location of existing utilities.
- Grade differential between road surface and storm drain system.

- Longitudinal slope.
- Soil suitability.
- Potential access for operations and maintenance.

Design Considerations

The drainage patterns of the project shall be developed to route drainage to areas with BMP opportunities before entering storm drains. For example, if a median strip is present, a reverse crown should be considered, where allowed, so that stormwater can drain to a median swale. Likewise, standard peak-flow curb inlets should be located downstream of areas with potential for stormwater planters so that water can first flow into the planter and then overflow to the downstream inlet if capacity of the planter is exceeded.



Infiltration planter sample

BMP Sizing for Applicable LID Projects

The Stormwater Quality Design Volume (SWQDV) standard should be used to determine the appropriate size, slope, and materials of each facility. The SWQDV is defined as:

1. The 85th percentile 24-hour runoff event as determined from the LA County 85th percentile precipitation isohyetal map; or
2. The volume of runoff produced from a 0.75 inch, 24-hour rain event, whichever is greater.

After identifying the appropriate stormwater facilities for a site, an integrated approach using several BMPs is encouraged. To increase water quality and functional hydrologic benefits, several stormwater management BMPs can be used in succession, namely a treatment train approach. The control measures should be designed using available topography to take advantage of gravity for conveyance to and through each facility. All LID designs must be based off of a published design standard.

The following steps should be used to size BMPs for applicable LID projects:

1. Delineate drainage areas tributary to BMP locations and compute imperviousness.

4. Provide the calculated target sizing criteria for the selected BMPs.

2. Design BMPs per a published design standard.

3. Use the recommended sizing method for the BMP selected in each drainage area.

Alternative Compliance Options for Applicable LID Projects

When, as determined by the Approving Agency, 100 percent onsite retention of the SWQDv is technically infeasible, partially or fully, the

infeasibility shall be demonstrated in a submitted LID Plan. The technical infeasibility may result from conditions that include, but are not limited to:

1. The infiltration rate of saturated in-situ soils is less than 0.3 inch per hour and it is not technically feasible to amend the in-situ soils to attain an infiltration rate necessary to achieve reliable performance of infiltration or bioretention BMPs in retaining the SWQDv onsite.
2. Locations where seasonal high groundwater is within five to ten feet of surface grade;
3. Locations within 100 feet of a groundwater well used for drinking water;
4. Brownfield development sites or other locations where pollutant mobilization is a documented concern;
5. Locations with potential geotechnical hazards;
6. Smart growth and infill or redevelopment locations where the density and/ or nature of the project would create significant difficulty for compliance with the onsite volume retention requirement.

If partial or complete onsite retention is technically infeasible, the project site may biofiltrate 1.5 times the portion of the remaining SWQDv that is not reliably retained onsite.

Biofiltration BMPs must adhere to the design specifications provided in the MS4 Permit.

Additional alternative compliance options such as offsite infiltration may be available to the project site. The project site should contact the Approving Agency to determine eligibility. Alternative compliance options are further specified in CASQA's Post-Construction BMP Handbook.

The remaining SWQDv that cannot be retained or biofiltered onsite must be treated onsite to reduce pollutant loading. BMPs must be selected and designed to meet pollutant-specific benchmarks as required per the MS4 Permit. Flow-through BMPs may be used to treat the remaining SWQDv and must be sized based on a rainfall intensity of:

1. 0.2 inches per hour, or
2. The one year, one-hour rainfall intensity as determined from the most recent Los Angeles County isohyetal map, whichever is greater.

A Multi-Phased Project may comply with the standards and requirements of this section for all of its phases by: (a) designing a system acceptable to the Approving Agency to satisfy these standards and requirements for the entire Site during the first phase, and (b) implementing these standards and requirements for each phase of Development or Redevelopment of the Site during the first phase or prior to commencement of construction of a later phase, to the extent necessary to treat the stormwater from such later phase. For purposes of this section, "Multi-Phased Project" shall mean any Planning Priority Project implemented over more than one phase and the Site of a Multi-Phased Project shall include any land and water area designed and used to store, treat or manage stormwater runoff in connection with the Development or Redevelopment, including any tracts, lots, or parcels of real property, whether Developed or not, associated with, functionally connected to, or under common ownership or control with such Development or Redevelopment.

Infiltration Considerations

Appropriate soils, infiltration media, and infiltration rates should be used for infiltration BMPs. If infiltration is proposed, a complete geotechnical or soils report should be undertaken to determine infiltration rates, groundwater depth, soil toxicity and stability, and other factors that will affect the ability and the desirability of infiltration. At a minimum, the infiltration capacity of the underlying soils shall be deemed suitable for infiltration (0.3 inches per hour or greater), appropriate media should be used in the BMP itself, the groundwater shall be located at a depth of ten feet or greater.

Operations and Maintenance

Regular inspections of BMPs installed must occur to ensure proper functioning of the BMP as designed and in accordance with manufacturer's specifications as applicable.

Specifically, to ensure that surface ponding infiltrates into the subsurface completely within the design drawdown time following storms. This will minimize vector breeding and potential fines for violations from the Greater Los Angeles County Vector Control District.

Regular inspections of pretreatment sediment removal BMP/forebay must occur also to ensure sediment buildup does not exceed 50% of the forebay sediment storage capacity. Remove any excess sediment from the BMP.

Infiltration BMPs should be maintained to prevent blockage. Maintenance activities shall include checking for and removal of debris/sediment.

BMP soil applications must be maintained. Flow entrances, ponding areas, and surface overflow areas shall be inspected for erosion periodically and replaced as needed to maintain the long-term design infiltration rate.

Site vegetation shall be maintained for aesthetic appearance and filtration as designed and approved. This includes the removal of fallen, dead, and/or invasive plants, watering as necessary, and the replanting and/or reseeding of vegetation for reestablishment as necessary.

Maintenance of *permeable pavement systems* is essential to their continued functionality. Regular vacuuming and street sweeping should be performed to remove sediment from the pavement surface. The bedding and base material should be selected for long life and sufficient infiltration rates.



Permeable pavement, City of Los Angeles Airport parking lot

Section 4 - Infiltration

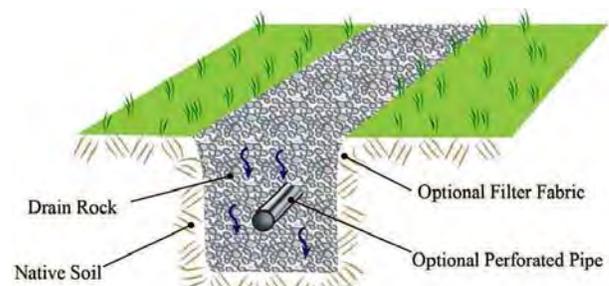
Infiltration systems utilize rock, gravel, and other highly permeable materials for on-site infiltration. Stormwater runoff is directed to these systems and allowed to infiltrate into the soils for on-site retention and groundwater recharge. During small storm events, infiltration systems can result in significant or even complete volume reduction of stormwater runoff. Infiltration should be used to the maximum extent practicable. Biotreatment BMPs should be considered if infiltration is found to be infeasible due to low infiltration rates, soil instability, high groundwater, or soil contamination.

Infiltration BMPs may become damaged by stormwater carrying high levels of sediment, therefore pre-treatment features should be designed to treat street runoff prior to discharging to infiltration features. Media filters, filter inserts, vortex-type units, bioretention devices, sumps, and sedimentation basins are several pre-treatment tools effective at removing sediment.

INFILTRATION TRENCHES AND DRY WELLS

Description

Infiltration trenches are linear, rock-filled features that promote infiltration by providing a high ratio of sub-surface void space in permeable soils. They provide on-site stormwater retention and may contribute to groundwater recharge. Infiltration trenches may accept stormwater from sheet flow, concentrated flow from a swale or other surface feature, or piped flow from a catch basin. Because they are not flow-through BMPs, infiltration trenches do not have outlets but may have overflow outlets for large storm events. Dry wells are typically distinguished from infiltration trenches by being deeper than they are wide. They are usually circular, resembling a well, and are backfilled with the same materials as infiltration trenches. Dry wells typically accept concentrated flow from surface features or from pipes and do not have outlets.



Infiltration trench (Model for Living Street Design Manual, 2011)

Infiltration trenches and dry wells are typically designed to infiltrate all flow they receive. In large storm events, partial infiltration of runoff can be achieved by providing an overflow outlet. In these systems, significant or even complete volume reduction is possible in smaller storm events. During large storm events, these systems may function as detention facilities and provide a limited amount of retention and infiltration.

Location and placement guidelines

Infiltration trenches and dry wells typically have small surface footprints so they are potentially some of the most flexible elements of landscape design. However, because they involve sub-surface excavation, these features may interfere with surrounding

structures. Care needs to be taken to ensure that surrounding building foundations, pavement bases, and utilities are not damaged by infiltration features. Once structural soundness is ensured, infiltration features may be located under sidewalks and in sidewalk planting strips, curb extensions, roundabouts, and medians. When located in medians, they are most effective when the street is graded to drain to the median. Dry wells require less surface area than trenches and may be more feasible in densely developed areas. Infiltration features should be sited on uncompacted soils with acceptable infiltration capacity. They are best used where soil and topography allow for moderate to good infiltration rates (0.3 inches per hour or better) and the depth to groundwater is at least 10 feet.

Prior to design of any retention or infiltration system, proper soil investigation and percolation testing shall be conducted to determine appropriate infiltration design rates, depth to groundwater, and if soil will exhibit instability as a result of infiltration. Any site with potential for previous underground contamination shall be investigated. Infiltration trenches and dry wells can be designed as stand-alone systems when water quality is not a concern or may be combined in series with other stormwater tools.

Perforated pipes and piped inlets and outlets may be included in the design of infiltration trenches. Cleanouts should be installed at both ends of any piping and at regular intervals in long sections of piping, to allow access to the system. Access ports are recommended for both trenches and wells and can be combined with clean-outs. If included, the overflow inlet from the infiltration trench should be properly designed for anticipated flows.

RAIN GARDENS

Description

Rain gardens are vegetated depressions in the landscape. They have flat bottoms and gently sloping sides. Rain gardens can be similar in appearance to swales, but their footprints may be any shape. Rain gardens hold water on the surface, like a pond, and have overflow outlets. The detained water is infiltrated through the topsoil and subsurface drain rock unless the volume of water is so large that some must overflow. Rain gardens can reduce or eliminate off-site stormwater discharge while increasing on-site recharge.



Rain garden (Model for Living Streets Design Manual, 2011)

Location and Placement Guidelines

Rain gardens may be placed where there is sufficient area in the landscape and where soils are suitable for infiltration. Rain gardens can be integrated with traffic calming measures installed along streets, such as medians, islands, circles, street ends, chicanes,

and curb extensions. Rain gardens are often used at the terminus of swales in the landscape.

PERMEABLE PAVEMENT

Description

Permeable pavement slows or eliminates direct runoff by absorbing rainfall and allowing it to infiltrate into the soil. Permeable pavement also filters and cleans pollutants such as petroleum deposits on streets and parking lots, reduces water volumes for existing overtaxed pipe systems, and decreases the cost of offsite or onsite downstream infrastructure. This BMP is impaired by sediment-laden run-on which diminishes its porosity. Care should be taken to avoid



Permeable pavement – parking stalls

flows from landscaped areas reaching permeable pavement. Permeable pavement is, in certain situations, an alternative to standard pavement. Conventional pavement is designed to move stormwater off-site quickly. Permeable pavement, alternatively, accepts the water where it falls, minimizing the need for management facilities downstream.

Location and Placement Guidelines

Conditions where permeable pavement should be encouraged include:

- Sites where there is limited space in the right-of-way for other BMPs;
- Parking or emergency access lanes; and
- Furniture zones of sidewalks or walkways especially adjacent to tree wells

Conditions where permeable pavement should be avoided include:

- Large traffic volume or heavy load lanes;
- Where runoff is already being harvested from an impervious surface for direct use, such as irrigation of bioretention landscape areas;
- Steep sloped areas;
- Gas stations, car washes, auto repair, and other sites/sources of possible chemical contamination;
- Areas with shallow groundwater;
- Within 20 feet of sub-sidewalk basements; and
- Within 50 feet of domestic water wells.

Material and Design Guidelines

A soil or geotechnical report should be conducted to provide information about the permeability rate of the soil, load-bearing capacity of the soil, the depth to groundwater (10 feet or more required), and if soil will exhibit instability as a result of implementation.

Infiltration rate and load capacity are key factors in the functionality of this BMP.

Permeable pavement generally does not have the same load-bearing capacity as conventional pavement, so this BMP may have limited applications depending on the underlying soil strength and pavement use. Permeable pavement should not be used in general traffic lanes due to the possible variety of vehicles weights and heavy volumes of traffic.

Determining use of permeable pavement

- Conduct a soil or geotechnical study to determine infiltration rate and load capacity.

When used as a road paving, permeable pavement that carries light traffic loads typically has a thick drain rock base material.

Pavers should be concrete as opposed to brick or other light-duty materials. Other possible permeable paving materials include porous concrete and porous asphalt. These surfaces also have specific base materials that detain infiltrated water and provide structure for the road surface. Base material depths should be specified based on design load and the soils report.

Plazas, emergency roads, and other areas of limited vehicular access can also be paved with permeable pavement. Paving materials for these areas may include open cell paver blocks filled with stones or grass and plastic cell systems. Base material specifications may vary depending on the product used, design load, and underlying soils.

When used for pedestrian paths, sidewalks, and shared-use paths, appropriate materials include those listed above as well as rubber pavers and decomposed granite or something similar (washed or pore-clogging fine material). Pedestrian paths may also use broken concrete pavers as long as ADA requirements are met. Paths should drain into adjoining landscapes and should be higher than adjoining landscapes to prevent run-on. Pavement used for sidewalks and pedestrian paths should be ADA compliant, especially smooth, and not exceed a 2 percent slope or have gaps wider than 0.25 inches. In general, tripping hazards should be avoided.

Design considerations for permeable pavement include:

- The location, slope and load-bearing capacity of the street, and the infiltration rate of the soil;
- The amount of storage capacity of the base course;
- The traffic volume and load from heavy vehicles;
- The design storm volume calculations and the quality of water; and
- Drain rock, filter fabrics, and other subsurface materials.

Section 5 - Biotreatment

Biotreatment BMPs are landscaped, shallow depressions that capture and filter stormwater runoff. These types of BMPs are an increasingly common type of stormwater treatment device that are installed at curb level and filled with a bioretention type soil. They are designed as soil and plant-based filtration devices that remove pollutants through a variety of physical, biological, and chemical treatment processes. They typically consist of a ponding area, mulch layer, planting soils, and plants. Stormwater is directed to the system and pollutants are treated as the stormwater drains through the planting soil and either infiltrated or collected by an underdrain and directed to a collection system. Biotreatment should only be used in cases where infiltration has been proven infeasible due to low infiltration rates, soil instability, high groundwater, or soil contamination.

BIORETENTION

Description

Bioretention is a stormwater management process that cleans stormwater by mimicking natural soil filtration processes as water flows through a bioretention BMP. It incorporates mulch, soil pores, microbes, and vegetation to reduce and remove sediment and pollutants from stormwater. Bioretention is designed to slow, spread, and, to some extent, infiltrate water. Each component of the bioretention BMP is designed to assist in retaining water, evapotranspiration, and adsorption of pollutants into the soil matrix. As runoff passes through the vegetation and soil, the combined effects of filtration, absorption, adsorption, and biological uptake of plants remove pollutants.

For areas with low permeability or other soil constraints, bioretention can be designed as a flow-through system with a barrier protecting stormwater from native soils. Bioretention areas can be designed with an underdrain system that directs the treated runoff to infiltration areas, cisterns or the storm drain system, or may treat the water exclusively through surface flow.

Examples of bioretention BMPs include swales, planters, and vegetated buffer strips.



Bioretention system (Planter Boxes, City of Los Angeles)



Bioretention in a parking lot (GeoSyntec)

Location and Placement Guidelines

Bioretention facilities can be included in the design of all street components, adjacent to the traveled way and in the frontage or furniture sidewalk zones. They can be designed into curb extensions, medians, traffic circles, roundabouts, and any other landscaped area. Depending on the feature, maintenance and access should always be considered in locating the device. Bioretention systems are also appropriate in constrained locations where other stormwater facilities requiring more extensive subsurface materials are not feasible.

If bioretention devices are designed to include infiltration, native soil should have a minimum permeability rate of 0.3 inches per hour and at least 10 feet to the groundwater table. Sites that have more than a 5 percent slope may require other stormwater management approaches or special engineering.

FLOW-THROUGH PLANTERS

Description

Flow-through planters are typically above-grade or at-grade with solid walls and a flow-through bottom. They are contained within an impermeable liner and use an underdrain to direct treated runoff back to the collection system. Where space permits, buildings can direct roof drains first to building-adjacent planters. Both underdrains and surface overflow drains are typically installed with building-adjacent planters.



Flow-through planter (Model for Living Streets Design Manual, 2011)

At-grade street-adjacent planter boxes are systems designed to take street runoff and/or sidewalk runoff and incorporate bioretention processes to treat stormwater. These systems may or may not include underdrains.

Location and Placement Guidelines

Above-grade planters should be structurally separate from adjacent sidewalks to allow for future maintenance and structural stability per local department of public works' standards. At-grade planter systems can be installed adjacent to curbs within the frontage and/or furniture zones.

All planters should be designed to pond water for less than 48 hours after each storm. Flow-through planters designed to detain roof runoff can be integrated into a building's foundation walls, and may be either raised or at grade.

For at-grade planters, small localized depressions may be included in the curb opening to encourage flow into the planter. Following the inlet, a sump (depression) to capture sediment and debris may be integrated into the design to reduce sediment loadings.

VEGETATED SWALES

Description

Swales are linear, vegetated depressions that capture rainfall and runoff from adjacent surfaces. The swale bottom should have a gradual slope to convey water along its length. Swales can reduce off-site stormwater discharge and remove pollutants along the way. In a swale, water is slowed by traveling through vegetation on a relatively flat grade. This gives particulates time to settle out of the water while contaminants are removed by the vegetation.



Vegetated infiltration swale for a supermarket parking lot (Downey, CA)

Location and Placement Guidelines

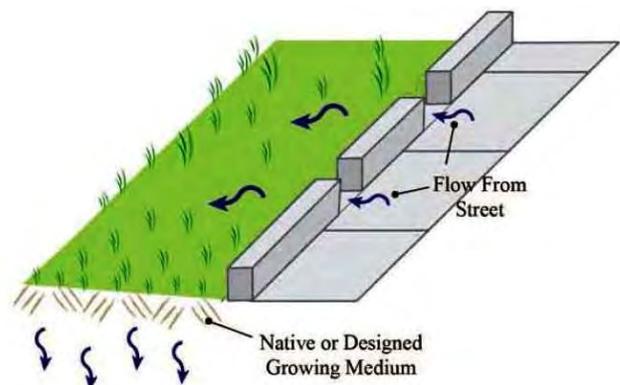
Swales can be located adjacent to roadways, sidewalks, or parking areas. Roadway runoff can be directed into swales via flush curbs or small evenly-spaced curb cuts into a raised curb. Swale systems can be integrated into traffic calming devices such as curb extensions.

Swales can be placed in medians where the street drains to the median. Placed alongside streets and pathways, vegetated swales can be landscaped with native plants which filter sediment and pollutants and provide habitat for wildlife. Swales should be designed to work in conjunction with the street slope to maximize filtration and slowing of stormwater. Swales are designed to allow water to slowly flow through the system. Depending on the landscape and design storm, an overflow or bypass for larger storm events may be needed. Curb openings should be designed to direct flow into the swale. Following the inlet, a sump may be built to capture sediment and debris.

VEGETATED BUFFER STRIPS

Description

Vegetated buffer strips are sloping planted areas designed to treat and absorb sheet flow from adjacent impervious surfaces. These strips are not intended to detain or retain water, only to treat it as a flow-



Vegetated buffer strip detail (Model for Living Streets Design Manual, 2011)

through feature. They should not receive concentrated flow from swales or other surface features, or concentrated flow from pipes.

Location and Placement Guidelines

Vegetated buffer strips are well-suited to treating runoff from roads and highways, small parking lots, and pervious surfaces. They may be commonly used on multi-way boulevards, park edge streets, or sidewalk furniture zones with sufficient space. When selecting potential placement the need for supplemental irrigation should be considered. Vegetated buffers can also be situated so they serve as pre-treatment for another stormwater management feature, such as an infiltration BMP.

Section 6 – Treatment BMPs

SAND FILTERS & STORM DRAIN INLET PROTECTIONS

It may be infeasible for specific projects to apply infiltration or biotreatment BMPs. In these cases, sand filters or filter inserts as treatment BMPs can be considered as an alternative. Sand filters and filter inserts can be designed to prevent particulates, debris, metals, and petroleum-based materials conveyed by stormwater from entering the storm drain system. All treatment BMP units should have an overflow system that allows the storm drain to remain functional if the filtration system becomes blocked during rainstorms. All storm drain inlet protections must be of a style and configuration approved by the agency with ownership of the inlet.

Typical maintenance of catch basins includes scheduled trash removal if a screen or other debris capturing device is used. Street sweeping should be performed by vacuum sweepers with occasional weed and large debris removal. Maintenance should include keeping a log of the amount of sediment collected and the data of removal.

The following are examples of possible treatment BMPs:

- **Sand Filters:** Sand filters are designed to filter stormwater through a constructed media bed and to an underdrain system. As stormwater flows through the media pollutants are filtered out of the water. The filtered water is conveyed through the underdrain to a collection system. Pretreatment is necessary to eliminate significant sediment load or other large particles which would clog the system. Minimum setbacks from foundations and slopes should be observed if the facility is not lined. Filters should be designed and maintained such that ponded water should not persist for longer than 48 hours following a storm event.
- **Cartridge Media Filters:** Cartridge media filters contain multiple modular filters which contain engineered media. The filters can be located in a catch basin, manhole, or vault. The manhole or vault may be divided into multiple chambers so that the first chamber may act as a pre-settling basin for removal of coarse sediment while the next chamber may act as the filter chamber. Cartridge media filters are recommended for drainage areas with limited available surface area or where surface BMPs would restrict uses. Depending on the number of cartridges, maintenance events can have long durations. Locations should be chosen so that maintenance events will not significantly disrupt businesses or traffic. Inlet inserts should be sized to capture all debris and should therefore be selected to match the specific size and shape of each catch basin and inlet. Filter media should be selected to target pollutants of concern. A combination of media may be used to remove a variety of pollutants. Systems with lower maintenance requirements are preferred.

- Storm Drain Inlet Screens:** Inlet screens are designed to prevent large litter and trash from entering the storm drain system while allowing smaller particles to pass through. The screens function as the first preventive measure in removing pollutants from the storm water system. The city's street sweeping department should be consulted to ensure compliance with local specifications and to schedule regular maintenance. Annual inspection of the screen is recommended to ensure functionality. Note that most LA River drainage areas are already protected using connector pipe screens through collective systems.



Connector Pipe Screen (Commerce, CA)



Articulated Retractable Screen (Commerce, CA)

- Storm Drain Pipe Filter Insert:** The storm drain outlet pipe filter is designed to be installed on an existing outlet pipe or at the bottom of an existing catch basin with an overflow. This filter removes debris, particulates, and other pollutants from stormwater as it leaves the storm drain system. This BMP is less desirable than a protection system that prevents debris from entering the storm drain system because the system may become clogged with debris. Outlet pipe filters can be placed on existing curbside catch basins and flush grate openings. Regular maintenance is required and inspection should be performed rigorously. Because this filter is located at the outlet of a storm drain system, clogging with debris is not as apparent as with filters at street level. This BMP may be used as a supplemental filter with an inlet screen or inlet insert unit.

Section 7 –Trees and Landscaping

Description

Healthy urban trees are powerful stormwater management tools. Leaves and branches catch and slow rain as it falls, helping it to soak into the ground. The use of California native trees and plants use less water and provide an infiltration opportunity. Part of this moisture is then returned to the air through evaporation to further cool the city.



The goal of adding trees is to increase the canopy cover of a street, parking lot or walkway, the percentage of its surface either covered by or shaded by vegetation. The selection, placement, and management of all landscape elements should enhance the longevity of trees and healthy, mature plantings should be retained and protected whenever possible.

Benefits to adding trees and other forms of California native landscaping include:

- Creation of shade to lower temperatures in a city, reduces energy use, and makes the area a more pleasant place in which to walk and spend time;
- Slowing and capturing of rainwater, helping it soak into the ground to restore local hydrologic functions and aquifers; and
- Improving air quality by cooling air, producing oxygen, and absorbing and storing carbon in woody plant tissues



Rio Hondo Golf Course parking lot (Downey, CA)

Section 8 – Definitions

Approving Agency	<i>The City of Cudahy City Administrator or designee.</i>
Automotive Service Facility	<i>A facility that is categorized in any one of the following Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) codes.</i>
Basin Plan	<i>The Water Quality Control Plan, Los Angeles Region, Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties, adopted by the Los Angeles Regional Water Quality Control Board on June 13, 1994 and subsequent amendments.</i>
Best Management Practice (BMP)	<i>Practices or physical devices or systems designed to prevent or reduce pollutant loading from stormwater or non-stormwater discharges to receiving waters, or designed to reduce the volume of stormwater or non-stormwater discharged to the receiving water.</i>
Biofiltration	<i>A LID BMP that reduces stormwater pollutant discharges by intercepting rainfall on vegetative canopy, and through incidental infiltration and/or evapotranspiration, and filtration. Incidental infiltration is an important factor in achieving the required pollutant load reduction. Therefore, the term “biofiltration” as used in this Ordinance is defined to include only systems designed to facilitate incidental infiltration or achieve the equivalent pollutant reduction as biofiltration BMPs with an underdrain (subject to approval by the Regional Board’s Executive Officer). Biofiltration BMPs include bioretention systems with an underdrain and bioswales.</i>
Bioretention	<i>A LID BMP that reduces stormwater runoff by intercepting rainfall on vegetative canopy, and through evapotranspiration and infiltration. The bioretention system typically includes a minimum 2-foot top layer of a specified soil and compost mixture underlain by a gravel-filled temporary</i>

storage pit dug into the in-situ soil. As defined in the Municipal NPDES permit, a bioretention BMP may be designed with an overflow drain, but may not include an underdrain. When a bioretention BMP is designed or constructed with an underdrain it is regulated by the Municipal NPDES permit as biofiltration.

Bioswale

A LID BMP consisting of a shallow channel lined with grass or other dense, low-growing vegetation. Bioswales are designed to collect stormwater runoff and to achieve a uniform sheet flow through the dense vegetation for a period of several minutes.

Clean Water Act

The Federal Water Pollution Control Act enacted in 1972, by Public Law 92-500, and amended by the Water Quality Act of 1987. The Clean Water Act prohibits the discharge of pollutants to Waters of the United States unless the discharge is in accordance with an NPDES permit.

Commercial Malls

Any development on private land comprised of one or more buildings forming a complex of stores which sells various merchandise, with interconnecting walkways enabling visitors to easily walk from store to store, along with parking area(s). A commercial mall includes, but is not limited to: mini-malls, strip malls, other retail complexes, and enclosed shopping malls or shopping centers.

Construction Activity

Any construction or demolition activity, clearing, grading, grubbing, or excavation or any other activity that result in land disturbance. Construction does not include emergency construction activities required to immediately protect public health and safety or routine maintenance activities required to maintain the integrity of structures by performing minor repair and restoration work, maintain the original line and grade, hydraulic capacity, or original purposes of the facility. See "Routine Maintenance" definition for further explanation. Where clearing, grading or excavating of underlying soil takes place during a repaving operation, State General Construction Permit

coverage by the State of California General Permit for Storm Water Discharges Associated with Industrial Activities or for Stormwater Discharges Associated with Construction Activities is required if more than one acre is disturbed or the activities are part of a larger plan.

Control

To minimize, reduce or eliminate by technological, legal, contractual, or other means, the discharge of pollutants from an activity or activities.

Conveyance

The process of water moving from one place to another.

Design Storm

A storm whose magnitude, rate, and intensity do not exceed the design load for a storm drainage system or flood protection project.

Detention

Stormwater runoff that is collected at one rate and then released at a controlled rate. The volume difference is held in temporary storage.

Development

Construction, rehabilitation, redevelopment or reconstruction of any public or private residential project (whether single-family, multi-unit or planned unit development); industrial, commercial, retail, and other non-residential projects, including public agency projects; or mass grading for future construction. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.

Directly Adjacent

Situated within 200 feet of the contiguous zone required for the continued maintenance, function, and structural stability of the environmentally sensitive area.

Discharge

Any release, spill, leak, pump, flow, escape, dumping, or disposal of any liquid, semi-solid, or solid substance.

Disturbed Area

An area that is altered as a result of clearing, grading, and/or excavation.

Filtration

A treatment process that allows for removal of solid

(particulate) matter from water by means of porous media such as sand, soil, vegetation, or a man-made filter. Filtration is used to remove contaminants.

Flow-through BMPs

Modular, vault type “high flow biotreatment” devices contained within an impervious vault with an underdrain or designed with an impervious liner and an underdrain.

General Construction Activities Storm Water Permit (GCASP)

The general NPDES permit adopted by the State Board which authorizes the discharge of stormwater from construction activities under certain conditions.

General Industrial Activities Storm Water Permit (GIASP)

The general NPDES permit adopted by the State Board which authorizes the discharge of stormwater from certain industrial activities under certain conditions.

Green Roof

A LID BMP using planter boxes and vegetation to intercept rainfall on the roof surface. Rainfall is intercepted by vegetation leaves and through evapotranspiration. Green roofs may be designed as either a bioretention BMP or as a biofiltration BMP. To receive credit as a bioretention BMP, the green roof system planting medium shall be of sufficient depth to provide capacity within the pore space volume to contain the design storm depth and may not be designed or constructed with an underdrain.

Furniture Zone

The furniture zone is the area which lies between the curb and pedestrian zones and is intended to house utilities and pedestrian amenities.

Hardscape

Impermeable surfaces, such as concrete or stone, used in the landscape environment along sidewalks or in other areas used as public space.

Hazardous Materials

Any material(s) defined as hazardous by Division 20, Chapter 6.95 of the California Health and Safety Code.

Hydromodification

The alteration of the hydrologic characteristics of coastal and non-coastal waters, which in turn could

cause degradation of water resources. Hydromodification can cause excessive erosion and/or sedimentation rates, causing excessive turbidity, channel aggradation and/or degradation.

Impervious Surface

Any man-made or modified surface that prevents or significantly reduces the entry of water into the underlying soil, resulting in runoff from the surface in greater quantities and/or at an increased rate, when compared to natural conditions prior to development. Examples of places that commonly exhibit impervious surfaces include parking lots, driveways, roadways, storage areas, and rooftops. The imperviousness of these areas commonly results from paving, compacted gravel, compacted earth, and oiled earth.

Industrial Park

Land development that is set aside for industrial development. Industrial parks are usually located close to transport facilities, especially where more than one transport modalities coincide: highways, railroads, airports, and navigable rivers. It includes office parks, which have offices and light industry.

Infiltration

The process by which water penetrates into soil from the ground surface.

Infiltration BMP

A LID BMP that reduces stormwater runoff by capturing and infiltrating the runoff into in-situ soils or amended onsite soils. Examples of infiltration BMPs include infiltration basins, dry wells, and pervious pavement.

Low Impact Development (LID)

Consists of building and landscape features designed to retain or filter stormwater runoff.

MS4

Municipal Separate Storm Sewer System. The MS4 is a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- a. Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to

State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States;

- b. Designed or used for collecting or conveying stormwater;*
- c. Which is not a combined sewer; and*
- d. Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR §122.2.*

National Pollutant Discharge Elimination System (NPDES)

The national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under CWA §307, 402, 318, and 405. The term includes an “approved program.”

Natural Drainage System

A drainage system that has not been improved (e.g., channelized or armored). The clearing or dredging of a natural drainage system does not cause the system to be classified as an improved drainage system.

New Development

Land disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision.

Non-Stormwater Discharge

Any discharge to a municipal storm drain system that is not composed entirely of stormwater.

Parking Lot

Land area or facility for the parking or storage of motor vehicles used for businesses, commerce,

industry, or personal use, with a lot size of 5,000 square feet or more of surface area, or with 25 or more parking spaces.

Permeability/Impermeability

The quality of a soil or material that enables water to move through it, determining its suitability for infiltration.

Person

Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, state, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine and the singular shall include the plural where indicated by the context.

Planning Priority Project

Development projects subject to Permittee conditioning and approval for the design and implementation of post-construction controls to mitigate stormwater pollution, prior to completion of the project(s).

Pollutant

Any “pollutant” defined in Section 502(6) of the Federal Clean Water Act or incorporated into the California Water Code Sec. 13373. Pollutants may include, but are not limited to the following:

- a. Commercial and industrial waste (such as fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, pesticides, slag, ash, and sludge).*
- b. Metals (such as cadmium, lead, zinc, copper, silver, nickel, chromium, and non- metals such as phosphorus and arsenic).*
- c. Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants, and grease).*
- d. Excessive eroded soil, sediment, and particulate materials in amounts that may adversely affect the beneficial use of the receiving waters, flora,*

or fauna of the State.

e. Animal wastes (such as discharge from confinement facilities, kennels, pens, recreational facilities, stables, and show facilities).

f. Substances having characteristics such as pH less than 6 or greater than 9, or unusual coloration or turbidity, or excessive levels of fecal coliform, or fecal streptococcus, or enterococcus.

Project

All Development, Redevelopment, and land disturbing activities. The term is not limited to "Project" as defined under CEQA.

Rainfall Harvest and Use

ALID BMP system designed to capture runoff, typically from a roof but can also include runoff capture from elsewhere within the site, and to provide for temporary storage until the harvested water can be used for irrigation or non-potable uses. The harvested water may also be used for potable water uses if the system includes disinfection treatment and is approved for such use by the local building department.

Receiving Water

"Water of the United States" into which waste and/or pollutants are or may be discharged.

Redevelopment

Land-disturbing activity that results in the creation, addition, or replacement of 5,000 square feet or more of impervious surface area on an already developed site. Redevelopment includes, but is not limited to: the expansion of a building footprint; addition or replacement of a structure; replacement of impervious surface area that is not part of routine maintenance activity; and land disturbing activity related to structural or impervious surfaces. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to

immediately protect public health and safety.

Regional Board

The California Regional Water Quality Control Board, Los Angeles Region.

Restaurant

A facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC Code 5812).

Retail Gasoline Outlet

Any facility engaged in selling gasoline and lubricating oils.

Retention

The reduction in total runoff that results when stormwater is diverted and allowed to infiltrate into the ground through existing or engineered soil systems.

Routine Maintenance

Include, but are not limited to projects conducted to:

- a. Maintain the original line and grade, hydraulic capacity, or original purpose of the facility.*
- b. Perform as needed restoration work to preserve the original design grade, integrity and hydraulic capacity of flood control facilities.*
- c. Includes road shoulder work, regarding dirt or gravel roadways and shoulders and performing ditch cleanouts.*
- d. Update existing lines* and facilities to comply with applicable codes, standards, and regulations regardless if such projects result in increased capacity.*
- e. Repair leaks*

*Routine maintenance does not include construction of new lines** or facilities resulting from*

compliance with applicable codes, standards and regulations.

** Update existing lines includes replacing existing lines with new materials or pipes.*

*** New lines are those that are not associated with existing facilities and are not part of a project to update or replace existing lines.*

Runoff

Water from rainfall that flows over the land surface that is not absorbed into the ground.

Sedimentation

The deposition and/or settling of particles suspended in water as a result of the slowing of the water.

Significant Ecological Areas (SEAs)

An area that is determined to possess an example of biotic resources that cumulatively represent biological diversity, for the purposes of protecting biotic diversity, as part of the Los Angeles County General Plan. Areas are designated as SEAs, if they possess one or more of the following criteria:

- a. The habitat of rare, endangered, and threatened plant and animal species.*
- b. Biotic communities, vegetative associations, and habitat of plant and animal species that are either one of a kind, or are restricted in distribution on a regional basis.*
- c. Biotic communities, vegetative associations, and habitat of plant and animal species that are either one of a kind or are restricted in distribution in Los Angeles County.*
- d. Habitat that at some point in the life cycle of a species or group of species, serves as a concentrated breeding, feeding, resting, migrating grounds and is limited in availability either regionally or within Los Angeles County.*

- e. *Biotic resources that are of scientific interest because they are either an extreme in physical/geographical limitations, or represent an unusual variation in a population or community.*
- f. *Areas important as game species habitat or as fisheries.*
- g. *Areas that would provide for the preservation of relatively undisturbed examples of natural biotic communities in Los Angeles County.*
- h. *Special areas.*

Site

Land or water area where any “facility or activity” is physically located or conducted, including adjacent land used in connection with the facility or activity.

Storm Drain System

Any facilities or any part of those facilities, including streets, gutters, conduits, natural or artificial drains, channels, and watercourses that are used for the purpose of collecting, storing, transporting or disposing of stormwater and are located within the City of Cudahy.

Stormwater

Water runoff from rain or snow resulting from a storm.

Stormwater Runoff

Water that originates from atmospheric moisture (rain or snow) and that falls onto land, water, or other surfaces. Without any change in its meaning, this term may be spelled or written as one word or two separate words.

SUSMP

The Los Angeles Countywide Standard Urban Stormwater Mitigation Plan. The SUSMP was required as part of the previous Municipal NPDES Permit (Order No. 01-182, NPDES No. CAS004001) and required plans that designate best management practices (BMPs) that must be used in specified categories of development

Transportation Corridor

projects.

A major arterial, state route, highway, or rail line used for the movement of people or goods by means of bus services, trucks, and vehicles.

Urban Runoff

Surface water flow produced by storm and non-storm events. Non-storm events include flow from residential, commercial, or industrial activities involving the use of potable and non-potable water.

ORDINANCE NO. 641

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY DELETING SECTION 8.08.030 (FIREWORKS REGULATIONS) OF CHAPTER 8.08 (FIRE CODE) OF TITLE 8 (HEALTH AND SAFETY) OF THE CITY OF CUDAHY MUNICIPAL CODE AND ADDING CHAPTER 8.52 (FIREWORKS) TO TITLE 8 (HEALTH AND SAFETY) OF THE CITY OF CUDAHY MUNICIPAL CODE REGARDING THE POSSESSION, SALE, USE, AND DISCHARGE OF FIREWORKS

WHEREAS, the City of Cudahy (the “City”) may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, according to the United States Fire Administration, in 2010, U.S. hospital emergency rooms treated an estimate 8,600 people for fireworks-related injuries. 73 percent of these injuries occurred between June 18-July 18. Of these:

- 65 percent were to males and 35 percent were to females.
- Children under 15 years old accounted for 40 percent of the estimated injuries.
- Children and young adults under 20 years old had 53 percent of the estimated injuries.
- An estimated 900 injuries were associated with firecrackers. Of these, an estimated 30 percent were associated with small firecrackers, 17 percent with illegal firecrackers, and 53 percent where the type of firecracker was not specified.
- An estimated 1,200 injuries were associated with sparklers and 400 with bottle rockets.
- The parts of the body most often injured were hands and fingers (30 percent), legs (22 percent), eyes (21 percent), and head, face, and ears (16 percent).
- More than half of the injuries were burns. Burns were the most common injury to all parts of the body except the eyes, where contusions, lacerations, and foreign bodies in the eye occurred more frequently.
- Most patients were treated at the emergency department and then released. An estimated 7 percent of patients were treated and transferred to another hospital or admitted to the hospital; and

WHEREAS, pursuant to the State Fireworks Law, Health and Safety Code section 12500, et seq, the City is authorized to regulate or prohibit the sale, use, or discharge of fireworks within its jurisdiction; and

WHEREAS, the issue of fire prevention in the City is a serious and growing problem which threatens the health and safety of the City's residents; and

WHEREAS, the City Council desires to safeguard the public health, safety, and welfare of its citizens; and

WHEREAS, the possession of dangerous fireworks anywhere in California can be a misdemeanor or felony violation of Health and Safety Code section 12700 depending on the amount of dangerous fireworks in possession; and

WHEREAS, the City recognizes that all fireworks, including those designated as "safe and sane," may create potential hazards to the public's health, safety, and general welfare; and

WHEREAS, it is the City Council intends to encourage responsible use of legal fireworks and to discourage the possession, use, sale or distribution or discharge of illegal fireworks; and

WHEREAS, in 2007, the California Legislature enacted Senate Bill 839 ("SB 839") amending the State Fireworks Law to authorize local jurisdiction, as of January 1, 2008, to prohibit the possession of dangerous fireworks in the amount of 25 pounds or less and to assess fines for the unlawful possession of 25 pounds or less of fireworks; and

WHEREAS, SB 839 requires the Office of the State Fire Marshal to develop a model ordinance that permits local jurisdictions to adopt streamlined enforcement and administrative fine procedures related to the possession of 25 pounds or less of dangerous fireworks; and

WHEREAS, SB 839 mandates the amendment of any ordinance of a local jurisdiction in effect on or after January 1, 2008, that is related to dangerous fireworks to:

- Include provisions for cost reimbursement to the Office of the State Fire Marshal for the collection, transportation, and disposal costs associated with the disposal of dangerous fireworks;
- Provide that fines collected pursuant to the ordinance shall not be subject to the disbursement required by Health and Safety Code section 12706; and
- Limit the scope of the administrative penalty process to those situations where a person is found to be in possession of 25 pounds or less of dangerous fireworks; and

WHEREAS, the City Council seeks to set the administrative fine amounts for relevant fireworks violations to mirror the model administrative fines set forth in the model ordinance developed by the Office of the State Fire Marshal.

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

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. Section 8.08.030 (Fireworks regulations) of Chapter 8.08 (Fire Code) of Title 8 (Health and Safety) of the City of Cudahy Municipal Code is deleted in its entirety.

SECTION 3. Title 8 (Health and Safety) of the City of Cudahy Municipal Code is amended by the addition of Chapter 8.52 (Fireworks) which shall read as follows:

Chapter 8.52 – Fireworks.

- Sec. 8.52.010 Definitions.**
- Sec. 8.52.020 Type and Time.**
- Sec. 8.52.030 Use.**
- Sec. 8.52.040 Prohibitions on Discharge.**
- Sec. 8.52.050 Storage and Sale.**
- Sec. 8.52.060 Prerequisites to Issuance of Sales Permits.**
- Sec. 8.52.070 Issuance of Sales Permits.**
- Sec. 8.52.080 Approval of Location of Sales Stands.**
- Sec. 8.52.090 Operation of Sales Stands.**
- Sec. 8.52.100 General Requirements for Fireworks Stands.**
- Sec. 8.52.110 Administrative Fines – Purpose**
- Sec. 8.52.120 Issuance of Administrative Citations – Contents**
- Sec. 8.52.130 Administrative Fines**
- Sec. 8.52.140 Right to an Administrative Hearing**
- Sec. 8.52.150 Administrative Hearing - Procedures**

Sec. 8.52.160 Hearing Decision – Right of Appeal
Sec. 8.52.010 Definitions.

- A. For the purpose of this Chapter 8.52, the most current adopted version of Sections 12500 et seq. of the California Health and Safety Code (the “State Fireworks Law”) will define the terms used unless otherwise noted.
- B. With regard to the administrative fine procedure delineated in this Chapter 8.52, the following definitions shall apply
1. “Citee” means any person served with an administrative citation charging him or her as a responsible person for violation.
 2. “Citation” means an administrative citation issued pursuant to this section to remedy a violation.
 3. “Code” means the Cudahy Municipal Code.
 4. “Issuance” or “Issued” means any of the following:
 - a. The preparation and service of an administrative fine citation to a citee in the same manner as a summons in a civil action in accordance with Article III (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the California Code of Civil Procedure; or
 - b. Mailing of an administrative fine citation to the citee by certified mail with return receipt, to the address shown on the official records of the county assessor; or
 - c. By personally serving the responsible party by personal delivery of the administrative fine citation or by substituted service, which may be accomplished by leaving a copy at the recipient’s dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by First Class Mail, postage pre-paid, a copy to the recipient at the address where the copy was left.
 5. “Hearing Officer” means the person appointed by the City Manager to serve as the hearing officer for administrative hearings hereunder.
 6. “Person” means a natural person or a legal entity that is also an owner, tenant, lessee, and/or other person with any right to possession or control of the property where a violation of this code occurred.

7. "Responsible Person" means a person who causes a code violation to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of a residential parcel, as shown on the county's latest equalized property taxes assessment rolls, and a lessee of a residential parcel has a notice of any violation existing on said property. For purposes of this Chapter 8.52, there may be more than one responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this Chapter 8.52 may be issued a citation in accordance with the provisions of this Chapter 8.52. Every parent, guardian, or other person, having the legal care, custody, or control of any person under the age of 18 years, who knows or reasonably should know that a minor is in violation of this Chapter 8.52, may be issued a citation in accordance with the provisions of this Chapter 8.52, in addition to any citation that may be issued to the offending minor.
8. "Violation" or "Violates" refers to any violation of any provision of this Chapter 8.52 as well as the failure to comply with any additional requirement imposed on any license and/or approval issued to a person pursuant to this Chapter 8.52.

Sec. 8.52.020 Type and Time.

- A. "Safe and sane fireworks" shall only be discharged within the City boundaries between 3:00 p.m. and 10:00 p.m. on the 4th of July. It shall be unlawful to discharge fireworks at any other time or date of the year.
- B. The only exception to subdivision A of this Section 8.52.020 shall be for displays presented by licensed pyrotechnicians with appropriate permits issued by the fire department as verified by the City Manager.

Sec. 8.52.030 Use.

The discharge of "safe and sane fireworks" shall be only in the presence of a responsible adult (minimum 18 years of age). Possession of fireworks by anyone under the age of 18 is a violation of this Chapter 8.52. The transfer or sale of fireworks from unlicensed individuals is strictly prohibited.

Sec. 8.52.040 Prohibitions on Discharge.

No person shall discharge any "safe and sane fireworks" upon any City property or public right-of-way without the approval of the fire chief.

Sec. 8.52.050 Storage and Sale.

Except as hereinafter provided, it shall be unlawful for any person to store any fireworks or to offer for sale, display for sale, or sell at any retailer any fireworks within the City without a valid permit.

Sec. 8.52.060 Prerequisites to Issuance of Sales Permits.

The following qualifications shall be met each year by each applicant for a sales permit for fireworks:

- A. Permits may be issued only to a nonprofit association, as defined by Section 21000 of the Corporations Code, including any association set forth in Section 21200 of such code, or a nonprofit corporation formed and conducted in accordance with Part 3 of Division 2 of Title 1 of the Corporations Code; provided, that such association or corporation has its principal and permanent meeting place situated within the City, has for more than two (2) years continuously maintained a local unit, branch, lodge or club with a bona fide membership of at least twenty-five (25) members within the city, has a valid and current certificate of tax exemption, as provided in Section 214 of the Revenue and Taxation Code, and is subject to charitable exemptions, as provided in Article 3 of Chapter 4 of Part 9 of Division 2 of the Revenue and Taxation Code.
- B. No City employee organization may be granted such permit.
- C. Unless otherwise authorized by the City Manager or designee, completed applications for fireworks sales will be submitted to the Community Development Director or designee no later than April 1 each year.
- D. A financial statement signed by the treasurer or financial officer of the applicant setting forth the total gross receipts from each stand from which fireworks were sold, all expenses incurred and paid in connection with the purchase of fireworks and the sale thereof, and to whom and for what purpose the net proceeds were disbursed, along with the most recent report filed by the applicant to the State Board of Equalization shall be filed with the Community Development Director or designee by September 1.
- E. The filing of such financial statement shall be a condition precedent to the granting of any subsequent permit to any such permittee.
- F. Organizations licensed to sell fireworks shall obtain a temporary sales permit for fireworks sales in the City from the State Board of Equalization.

Sec. 8.52.070 Issuance of Sales Permits.

- A. No one organization may receive more than one permit for fireworks sales during any one calendar year. This limitation shall not apply to groups which have separate charters from parent organizations. The number of such permits which may be issued pursuant to this Chapter 8.52 during any one calendar year shall not exceed two.
- B. The City shall conduct a lottery for the selection of fireworks sales permittees if the number of applications exceeds the maximum number of permits allowed. Otherwise, the permits shall be awarded to the eligible applicants.
- C. Previous applicants found in violation of this Chapter 8.52 or any fireworks related code provisions will not be eligible for a fireworks sales permit the following year.

Sec. 8.52.080 Approval of Location of Sales Stands.

- A. A minimum distance of 500 feet shall be required between fireworks stands. No more than two stands shall be permitted on any single parcel of property.
- B. Previous applicants found in violation of this Chapter 8.52 or any fireworks related code provisions shall not be eligible for a fireworks sales permit the following year.

Sec. 8.52.090 Operation of Sales Stands.

It shall be unlawful for any person or group to operate a fireworks stand without complying with all of the following:

- A. No person other than the permittee organization shall operate the stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.
- B. No person other than the individuals who are adult members of the permittee organization, or the spouses or adult children of such members, shall sell or otherwise participate in the sale of fireworks at such stands. In the event a permit is issued to an organization whose members are physically incapable of carrying on the sales activities, such activities may be performed by volunteers approved by the Community Development Director or designee.
- C. Fireworks may be sold at approved stands only.

- D. No person shall be allowed in the interior of the stands, except those directly employed in the sales of fireworks or those conducting bona fide business within.
- E. All persons engaged in the selling of fireworks shall be age eighteen (18) years or older.
- F. Each stand shall have an adult watchperson in attendance and in charge thereof when the stand is not being used for the sale and dispensing of fireworks. No person shall be permitted within the stand from 10:00 p.m. to 10:00 a.m., except on July when the stand may be occupied until 12:00 a.m. midnight.
- G. The sale of fireworks shall only be allowed between the hours of 12:00 p.m. noon and 10:00 p.m. on July 1 and July 2, 10:00 a.m. and 10:00 p.m. on July 3, and 8:00 a.m. and 8:00 p.m. on July 4.
- H. All unsold stock and accompanying litter shall be removed from the location by 5:00 p.m. on July 5.
- I. No fireworks shall be sold to any person under the age of 18 years.

Sec. 8.52.100 General Requirements for Fireworks Stands.

It shall be unlawful for any person to sell or otherwise distribute fireworks without complying with all of the following provisions:

- A. All stands shall be inspected by the Building Department and found to meet the adopted Codes of the City before any sales transactions may occur.
- B. All stands shall be erected according to the provisions of all applicable City Codes and laws, except for fire resistive structural requirements which may be waived by the Building Official.
- C. If, in the judgment of the Building Official, the construction of the stands or the conduct of the operations therein do not conform to the provisions of this Chapter 8.52 or there exists an immediate hazard to the public health and safety, such officers, or either of them, may order the stands immediately closed.
- D. The front of the fireworks stands shall be completely enclosed from the counter to the roof with hardware wire cloth, the openings of which shall not exceed one-fourth inch in size, except for openings to permit the delivery of the merchandise to the prospective customer, which openings shall not be larger than 12 inches by 18 inches in size.

- E. All merchandise shall be stored or displayed at a distance of not less than one from the front and side walls of the stands.
- F. Approval shall be obtained from the Building Department for each stand prior to its construction. Portable electrical supplies shall require additional approvals.
- G. No stand shall be constructed which has a depth of more than 12 feet.
- H. Each stand up to 30 feet in length shall have at least two exists, and each stand in excess of 30 feet in length shall have at least three exists spaced approximately equal distance apart; provided, however, in no case shall the distance between exists exceed 24 feet.
- I. Exit doors shall swing in the direction of egress.
- J. Exists shall be so arranged that there will be egress available in at least two directions from any place within the stands, and exists shall be located at opposite ends of the stands.
- K. All stands shall be equipped with two water pressure type fire extinguishers in good working order and easily accessible for use in case of fire.
- L. No stand shall be placed closer than ten feet to a public right-of-way, unless permission is first obtained from the Community Development Department.
- M. No stand shall be placed closer than 20 feet to a side or rear property line, nor closer than 30 feet to any other building or structure, nor closer than 100 feet to a gasoline service station or other occupancy which stores or uses flammable liquids.
- N. All weeds and combustible material shall be cleared from the location of the stand for a distance of at least 20 feet surrounding the stand.
- O. Fireworks stands shall not be erected prior to June 24 and shall be removed from location by 12:00 p.m. noon on July 11, and all accompanying litter shall be cleared from such location by such time and date.
- P. "No smoking" signs shall be prominently displayed on the exterior of each stand and no smoking shall be permitted within ten feet of each stand.
- Q. Approved rubbish containers in accordance with City standards shall be provided at each stand location.

Sec. 8.52.110 Administrative Fines – Purpose

- A. This Chapter 8.52 authorizes the imposition of administrative fines on any person who violates any provision of this Chapter 8.52 in order to encourage and obtain compliance with its provisions for the benefit and protection of the entire community. This chapter governs the imposition, enforcement, and collection and administrative review of all administrative fines related to the possession, use, storage, sale, and/or display of those fireworks classified as “dangerous fireworks,” with the exception of a pyrotechnic licensee when operating pursuant to that license, and the use of “safe and sane fireworks” on or at dates, times, and/or locations other than those permitted in this Chapter 8.52. Such administrative fines are imposed under the authority of California Government Code Section 53069.4, Health and Safety Code Section 12557, and the City’s police power.
- B. The issuance of citations imposing administrative fines may be performed at the discretion of the City officials authorized hereunder, and the issuance of a citation to any person constitutes but one City remedy to redress violations of this Chapter 8.52 by any person.
- C. The imposition of fines related to “dangerous fireworks” under this Chapter 8.52 shall be limited to persons who possess, sell, use, and/or display, or the seizure of, 25 pounds or less (gross weight) of such dangerous fireworks.
- D. Fines collected pursuant to this Chapter 8.52 related to “dangerous fireworks” shall not be subject to Health and Safety Code Section 12706, which section provides that certain fines collected by a court of the state be deposited with and disbursed by the county treasurer. However, the City shall provide cost reimbursement to the State Fire Marshal pursuant to the regulations to be adopted by the State Fire Marshal addressing the State Fire Marshal’s cost for the transportation and disposal of “dangerous fireworks” seized by the City, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted by the State of California, the City shall hold in trust \$250 or 25% of any fine collected, whichever is greater, to cover the cost reimbursement to the State Fire Marshal for said cost of transportation and disposal of the “dangerous fireworks.”
- E. Because of the serious threat of fire or injury posed by the use of “dangerous fireworks,” this Chapter 8.52 imposes strict civil liability upon the owners of residential real property for all violations of this Chapter 8.52 existing on their residential real property. Each contiguous use, display, and/or possession shall constitute a separate violation and shall be subject to separate administrative fine.

Sec. 8.52.120 Issuance of Administrative Citations – Contents

- A. Whenever a City Code Enforcement Officer determines that a violation of this Chapter 8.52 has occurred, the Code Enforcement Officer may issue an

administrative citation on a City-approved form listing the violation and the amount of the administrative fine required to be paid by the responsible persons in accordance with the provisions of this Chapter 8.52.

B. Each administrative citation shall contain the following information:

1. The name, mailing address, date of birth, California Driver's License number, and home and/or business telephone number of the responsible person charged with any violation of this Chapter 8.52;
2. The address or description of the location of the violation;
3. The date or dates on which the person violated Chapter 8.52;
4. The section or sections that were violated;
5. A description of the violation(s);
6. The amount of the administrative fine for each violation, the procedure in place to pay the fines, and any late fee and interest charge(s) if not timely paid, and notice that if the City is required to take action to collect such fines, the responsible person may be charged costs and attorneys' fees;
7. Notice of the procedure to request an administrative hearing to contest the citation (including the form to be used, how to obtain the form, and the period within which the request must be made in order for it to be considered timely);
8. The names, addresses, and telephone numbers of any witnesses to the violation(s);
9. The name and signature of the Code Enforcement Officer who issued the citation and the name and signature of the citee, if he or she is physically present and will 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 proceedings, nor shall signing a citation constitute an admission that a person is responsible for a violation of this Chapter 8.52; and
10. Any other information deemed necessary by the Community Development Director or designee.

Sec. 8.52.130 Administrative Fines

A. Each person who violates any provision of this Chapter 8.52 as it relates to the possession, use, storage, sale and/or display of "dangerous fireworks"

shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty Plus Late Charge
First	\$1,000	\$250	\$1,250
Second	\$2,000	\$500	\$2,500
Third	\$3,000	\$1,000	\$4,000

B. Each person who uses “safe and sane fireworks” on or at dates, times, and/or locations other than those permitted by this Chapter 8.52 shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offense in 1 year period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty Plus Late Charge
First	\$250	\$75	\$325
Second	\$500	\$150	\$650
Third	\$750	\$300	\$1,050

C. In the case of a violation of any of the provisions listed above, the administrative fine(s) shall be due and payable within 30 calendar days from the issuance of the administrative fine citation, and the citee shall be required to abate the violation, and surrender all dangerous fireworks to the Code Enforcement Officer immediately. For penalties not paid in full within such time, a late charge in the amount set forth above is hereby imposed and must be paid to the City by the citee. Fines not paid within the time established by this Chapter 8.52 shall accrue interest at the prevailing established rate. On the second and each subsequent time that a person is issued a citation for the same violation in an 12-month period, the fine is increased as indicated above and the citee shall be liable for the amount of the new fine until it is paid, in addition to being responsible for payment of previous fines.

D. All administrative fines and any late charges and interest due shall be paid to the City at such a location or address as stated on the citation or as may otherwise be designated by the Community Development Director. Payment of any fine or fines shall not excuse the citee from complying with the provisions of Chapter 8.52 so violated. The issuance of the citation and/or payment of any fine shall not bar the City from employing any other enforcement action or remedy to obtain compliance with the provisions of

Chapter 8.52 so violated, including the issuance of additional citations and/or criminal prosecution.

- E. Upon confirmation of the citation or when the citation is deemed confirmed, all unpaid administrative fines, late fees, and/or interest shall constitute a judgment which may be collected in any manner allowed by law for collection of judgments including, but not limited to, recordation to create a lien on any real property owned by the responsible person. The City shall be entitled to recover its attorneys' fees and cost incurred in collecting any administrative fines, charges, and/or interest.
- F. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of Chapter 8.52 nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of Chapter 8.52.

Sec. 8.52.140 Right to an Administrative Hearing

- A. Any citee may contest the violation(s), or that he or she is a responsible person, by filing a request for an administrative hearing with the City Clerk within 30 calendar days from the issuance date of the citation. If the City Clerk does not receive the request in the required time period, the citee shall have waived the right to a hearing and the citation shall be deemed confirmed and final.
- B. Citees must deposit the full amount of the penalty listed on the citation on or before the request for a hearing is filed. Failure to deposit the full amount of all penalties within the required time period, or the tender of a non-negotiable check shall render a request for an administrative hearing incomplete and untimely. Penalties that are deposited with the City shall not accrue interest. Penalties deposited shall be returned to the person who deposited them if the citation is overturned.
- C. A request for a hearing shall contain the following:
 - 1. The citation number;
 - 2. The name, address, telephone, and any facsimile numbers and e-mail addresses of each person contesting the citation;
 - 3. A statement of the reason(s) why the citation is being contested; and
 - 4. The date and signature of the citee(s).
- D. The City will notify all persons who filed a request for a hearing in writing by First Class Mail of the date, time, and place set for the hearing at least ten

calendar days prior to the date of the hearing. Service of this notice is deemed complete at time of mailing. The failure of a citee to receive a properly addressed notice shall not invalidate the citation or any hearing, City action, or proceeding conducted pursuant to this Chapter 8.52.

- E. The hearing shall be conducted within 60 calendar days of the date a timely and complete hearing request is received by the City Clerk.
- F. If the Code Enforcement Officer submits an additional written report concerning the citation to the City for consideration at the hearing, the City Enforcement Officer shall also serve a copy of such report by First Class Mail on the person requesting an administrative hearing no less than seven calendar days prior the date of the hearing. Failure to receive said report shall not invalidate the citation or any hearing, City action, or proceeding pursuant to this Chapter 8.52.

Sec. 8.52.150 Administrative Hearing – Procedures

- A. 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 the evidence. The citation is prima facie evidence of the violation, however, and the Code Enforcement Officer who issued the citation is not required to attend or participate at the hearing. The citee(s) and Code Enforcement Officer, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. A citee may bring an interpreter to the hearing. The hearing officer may question any person who presents evidence or who testifies at any hearing.
- B. A citee 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 City at least seven business days prior to the hearing. If the citee fails to attend or does not submit a written declaration in a timely manner, he or she shall be deemed to have waived the right to a hearing. In such an instance, the hearing officer shall cancel the hearing and not render a decision. In such instances, the citation shall be deemed confirmed.
- C. Hearings may be continued once at the request of a citee or the Code Enforcement Officer who issued the citation. The hearing officer may also continue the hearing for cause.

Sec. 8.52.160 Hearing Decision – Right of Appeal

- A. After considering all the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or overturn the citation and shall state the reasons therefore.
- B. The hearing officer shall serve citee(s) by First Class Mail with a copy of the written decision. The date the decision is deposited with U.S. Postal Service shall constitute the date of its service. The failure of a citee to receive a properly addressed decision shall not invalidate any hearing, City action, or proceeding conducted pursuant to this Chapter 8.52.
- C. Decisions of the hearing officer may be appealed to the City Council within 30 days after the date of their service. Each decision shall contain a statement advising the citee of this appeal right and the procedure for its exercise. A citee shall file a notice of appeal with the City Clerk within 20 calendar days after the date of service of the hearing officer's decision.
- D. If a hearing officer's decision is not appealed in a timely manner, the decision shall be deemed confirmed.
- E. If a responsible person prevails on appeal, the City shall reimburse his or her fine deposit within 30 calendar days of the City Council's decision on appeal.

SECTION 4. Inconsistent Provisions. Any provision of the Cudahy Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof 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 or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 6. Publication. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

SECTION 7. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED, APPROVED AND ADOPTED at a special meeting of the City Council of the City of Cudahy on this 25th day of November, 2014.

Chris Garcia, Mayor

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk

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

I, Donna G. Schwartz, Interim City Clerk of the City of Cudahy, hereby certify that this Ordinance was introduced at a regular meeting of the City Council of the City of Cudahy on 4th day of November, 2014, and adopted and passed at a special meeting of the City Council of the City of Cudahy held on the 25th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, CMC
Interim City Clerk



Item Number

10G

STAFF REPORT

Date: November 25, 2014

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

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

Subject: Consideration of Resolution No. 14-77, allowing a City-wide pilot program to allow permitted overnight on-street parking in designated parking areas from January 1, 2015 to June 30, 2015.

RECOMMENDATION

The City Council is requested to review and approve or deny the proposed Resolution No. 14-77, Adopting a City-Wide Pilot Program for Overnight On-Street Parking.

BACKGROUND

Currently, the City does not allow overnight parking on City streets without an overnight parking permit. The existing overnight parking permit is free, however can only be issued under special circumstances set forth by CMC 10.04.040 (2).

"The prohibitions of this section shall not apply to any vehicle which has attached thereto an all-night parking permit validly issued by the sheriff or director of building and public services. Such permits shall be issued only in the case of genuine emergencies. All-night parking permits shall be issued for a period not to exceed 24 hours; provided, however, upon application therefor, such permits may be extended an additional 24 hours. No more than three such extensions shall be granted."

In order to address the influx of overall parking demand due to limited parking for older single-family, multi-family, and mobile home parks, at the November 4, 2014 City Council meeting gave unanimous direction to prepare a resolution to develop a pilot program which would allow overnight parking through a parking permit and related requirements to qualify.

ANALYSIS

The City currently has designated on-street parking areas throughout the City with parking restrictions in order to manage parking availability, ensure visibility during the evening and dusk hours, and allow for overnight street sweeping. As stated in the Cudahy Municipal Code (CMC), notwithstanding the provisions of CMC 10.04.010, the operator of any vehicle shall not park such vehicle on any highway, street, alley, or public way or public place between 3:00 a.m. and 6:00 a.m. on any day, except as otherwise provided in CMC 10.04.040.

Additionally, an overnight parking permit process exists as stipulated in CMC 10.04.040(2), which states that the prohibitions shall not apply to any vehicle which has attached thereto an all-night parking permit validly issued by the sheriff or director of building and public services. Such permits shall be issued only in the case of genuine emergencies. All-night parking permits shall be issued for a period not to exceed 24 hours; provided, however, upon application therefor, such permits may be extended an additional 24 hours. No more than three such extensions shall be granted.

Due to compacted and dense single-family and multi-family properties city-wide and a lack of available off-street parking, on-street parking and overnight parking are necessary in order to accommodate past and foreseeable increase in parking demand. However, overnight parking should still adhere to parking regulations which limit or restrict parking in red curb zones, green curb zones, yellow curb zones, and regulate stopping, standing, or other parking markings (i.e., handicapped marked stalls).

In order to address the excess demand, City Council proposed a pilot overnight parking permit program from January 1, 2015 to June 30, 2015. The pilot program included a series of requirements in order to qualify as well as parameters to regulate allocation and enforcement. The following summarizes requirements and regulations as proposed by City Council at the November 4, 2014 City Council meeting, as well as items proposed by City staff:

A. Administration of the Pilot Program

1. City residents may request that a permit for overnight vehicle parking in accordance with the Pilot Program be issued for a specific vehicle and dwelling unit. The vehicle registration and the applicant's driver's license must reflect the same name and address.
2. The Public Safety Department shall prescribe forms requesting any information and documentation pertinent to the eligibility requirements, including, without limitation, vehicle registration, driver's license, renter's agreement, and condominium documents. False information on a permit application will subject the permit to immediate revocation.
3. The City may conduct an inspection to verify parking conditions and application information prior to issuing a parking permit.

B. Eligibility

- One (1) semi-annual parking permit shall be issued per dwelling unit when the following conditions apply:
 - When a multi-family apartment or dwelling unit has two (2) registered vehicles, and only one parking space is provided.
 - When a single-family home has four (4) registered vehicles.
 - When a condominium has three (3) registered vehicles.
 - Dwelling units with a two-car garage and at least one additional designated parking space must have at least five (5) registered vehicles to qualify.
- One (1) additional semi-annual parking permit shall be issued per dwelling unit when the following conditions apply:
 - When a single-family home has six (6) registered vehicles and five (5) licensed drivers.
 - When a condominium has four (4) registered vehicles and (3) licensed drivers.
 - Dwelling units with a two-car garage and at least one additional designated parking space must have at least seven (7) registered vehicles and six (6) licensed drivers.

C. General Conditions

- Overnight parking permits sold after January 1, 2015 will be prorated for the remainder of the time left in the Pilot Program.
- Temporary permits within the Pilot Program will not be issued.
- At the end of the Pilot Program, permit holders must reapply if and when a permanent overnight parking program is developed.
- Overnight parking permits will not be issued for parking of motor homes, recreational vehicles, or any commercial vehicles. This includes vehicles with signs, logos, racks, or ladders.
- All permitted vehicles must be parked in front of the registered dwelling unit.
- Handicap or Disabled Person (DP) Parking Placard or license plate do not exempt or preclude the requirement to obtain an overnight parking permit.
- Parking permits shall be displayed and visible in the outside upper left-hand corner of the rear car window.
- Non-operational vehicles will not be issued an overnight parking permit.
- Overnight parking will not be allowed during street sweeping on Monday mornings from 3:00am-6:00am and Thursday mornings from 3:00am-6:00am.
- Vehicles shall not park in the same location in excess of 72 hours.
- Vehicles that have unpaid parking citations will not be issued overnight parking permits.

D. Holiday Parking

- Overnight parking enforcement shall be suspended during the period of the Pilot Program in connection with the following National holidays:
 - New Year's Day – December 31 and January 1
 - Martin Luther King Day – 3rd Monday in January
 - Presidents Day – 3rd Monday in February
 - Memorial Day – Last Monday in May

CONCLUSION

If approved, City staff would begin to establish internal processes and purchase necessary equipment in order to implement the overnight parking permit pilot program before January 1, 2015. Alternatively, if the proposed resolution is not approved, overnight parking permits will continue to be issued according to CMC 10.04.040(2).

FINANCIAL IMPACT

As a result of the pilot program, there will be an incurred cost of approximately \$3,000-5,000 for approximately 2000 permit stickers. Permits will be issued by the receptionist in City Hall, and municipal enforcement will continue to enforce the existing CMC as well as the proposed resolution, it will not require any reallocation of staffing.

ATTACHMENTS

- A. CMC 10.04 Traffic Code
- B. Resolution No. 14-77

Chapter 10.04

TRAFFIC CODE

Sections:

- 10.04.010 Adoption of Title 15 of the Los Angeles County Code.
- 10.04.020 Vehicle weight limits.
- 10.04.030 Vehicle weight limits – Exceptions.
- 10.04.040 All-night parking – Exceptions.
- 10.04.050 Municipally owned off-street parking facilities – Restricted parking.
- 10.04.060 Driving on public property and in parks.
- 10.04.070 Election day polling place parking.
- 10.04.080 Curb markings to indicate no stopping and parking regulations.
- 10.04.090 Unlawful parking – Peddlers, vendors.

10.04.010 Adoption of Title 15 of the Los Angeles County Code.

(1) Except as hereinafter amended, Title 15 of the Los Angeles County Code, entitled “Vehicles and Traffic,” as that title was effective on September 1, 1993, is hereby adopted by reference as the traffic and parking ordinance of the city of Cudahy and may be cited as such.

(2) One copy of Title 15 of the Los Angeles County Code is on deposit in the office of the city clerk and shall be at all times maintained by the city clerk for use and examination by the public. References to division, chapter and section numbers and amendments to this chapter are declared to be references to the division, chapter and section numbers contained in Title 15 of the Los Angeles County Code unless otherwise specified. References in Title 15 to the “Commissioner” shall be deemed to refer instead to the city manager or the city manager’s designee.

(3) Chapter 15.16 of Title 15, entitled “Highway Safety Commission,” is hereby repealed.

(4) Section 15.76.130 of Title 15 is hereby amended to read as follows:

15.76.130 Washing vehicles in highway. A person shall not dust, wipe, wash, or polish or otherwise clean, use or employ any method of dusting, wiping, washing or oth-

erwise cleaning or polishing any vehicle or portion thereof while on any highway.

(Ord. 481 § 1. 2002 Code § 8-1).

10.04.020 Vehicle weight limits.

(1) Notwithstanding the provisions of CMC 10.04.010, no vehicle exceeding 6,000 pounds in gross unladen weight, except a vehicle which is subject to the provisions of Section 1031 through 1036 of the California Public Utilities Code, may be used, operated, towed, driven on or across, or parked on property on or adjacent to the following streets:

- (a) Live Oak, Elizabeth, Clara and Santa Ana Streets from the east city limits to the west city limits;
- (b) Otis Street from the north city limits to the south city limits;
- (c) Cecelia Street from Wilcox Avenue to Ferndale Avenue;
- (d) The entire length of Ferndale Avenue;
- (e) Cecelia Street and Fostoria Street from Ferndale Avenue to the east city limits;
- (f) Wilcox Avenue from the north city limits to Cecelia Street;
- (g) Walnut Street from Otis Avenue to the west city limits;
- (h) Flower Street from Otis Avenue to the west city limits;
- (i) Hartle Street from Atlantic Avenue to Otis Avenue; and
- (j) Bear Avenue from the north city limits to Flower Street.

(2) Every person who violates this section shall be punished by a fine equal to the amount specified in California Vehicle Code Section 42030(a); however, in no event shall such fine be less than \$100.00 nor more than \$500.00. (Ord. 481 § 1. 2002 Code § 8-2).

10.04.030 Vehicle weight limits – Exceptions.

Notwithstanding the provisions of CMC 10.04.010 and 10.04.020, the provisions of CMC 10.04.020 shall not be applicable to the use of the streets therein listed by a vehicle when it is necessary for a vehicle to travel over such streets for the purpose of delivering materials to be used in the actual and bona fide conduct of a business located on such street or repair, alteration, remodeling, or

construction of any building or structure located upon such streets and for which a building permit has previously been obtained and is in full force and effect. The provisions of CMC 10.04.020 shall not be effective until appropriate signs have been erected. (Ord. 481 § 1. 2002 Code § 8-3).

10.04.040 All-night parking – Exceptions.

(1) Notwithstanding the provisions of CMC 10.04.010, the operator of any vehicle shall not park such vehicle on any highway, street, alley, or public way or public place between the hours of 3:00 a.m. and 6:00 a.m. on any day, except as otherwise provided in this section.

(2) The prohibitions of this section shall not apply to any vehicle which has attached thereto an all-night parking permit validly issued by the sheriff or director of building and public services. Such permits shall be issued only in the case of genuine emergencies. All-night parking permits shall be issued for a period not to exceed 24 hours; provided, however, upon application therefor, such permits may be extended an additional 24 hours. No more than three such extensions shall be granted. (Ord. 481 § 1. 2002 Code § 8-4).

10.04.050 Municipally owned off-street parking facilities – Restricted parking.

Notwithstanding the provisions of CMC 10.04.010, it shall be unlawful for any person to stop, park or leave standing any vehicle on any municipally owned or operated off-street parking facility at any place, location or stall thereon where a conspicuous sign has been erected indicating that said place, location or stall is reserved for a particular individual, officer, or employee. (Ord. 481 § 1. 2002 Code § 8-5).

10.04.060 Driving on public property and in parks.

Notwithstanding the provisions of CMC 10.04.010, no person shall drive or operate any motor vehicle, motorcycle, motor scooter, or bicycle on the grounds of any public property or park except in an area designated as a parking area. The city manager may issue permits to operate vehicles on such grounds in connection with special events and programs conducted thereon. (Ord. 481 § 1. 2002 Code § 8-6).

10.04.070 Election day polling place parking.

Notwithstanding the provisions of CMC 10.04.010, the operator of any vehicle shall not park such vehicle for a period of time in excess of 20 minutes upon any portion of any highway, street, or public way within 200 feet of a polling place between the hours of 7:00 a.m. and 8:00 p.m. on any election day. (Ord. 481 § 1. 2002 Code § 8-7).

10.04.080 Curb markings to indicate no stopping and parking regulations.

Notwithstanding the provisions of CMC 10.04.010, the following curb markings shall have the meanings as herein set forth unless otherwise specified by appropriate adjacent signage or painted curb legends:

(1) Red shall mean no stopping, standing or parking at any time except as permitted by the Vehicle Code, and except that a bus may stop in a red zone marked or signed as a bus zone.

(2) Green shall mean no standing or parking for a period of time longer than 20 minutes.

(3) Yellow shall mean no stopping, standing or parking at any time between 8:00 a.m. and 4:00 p.m. of any day except Sundays and holidays for any purpose other than the loading or unloading of passengers or materials; provided, that the loading or unloading of passengers shall not consume more than three minutes nor the loading or unloading of materials more than 20 minutes.

(4) White shall mean no stopping, standing or parking for any purpose other than loading or unloading of passengers, or for the purpose of depositing mail in an adjacent mail box, which shall not exceed three minutes and such restrictions shall apply between 6:00 a.m. and 4:00 p.m. of any day except Sundays and holidays and except as follows:

(a) When such zone is in front of a hotel or in front of a mail box, the restrictions shall apply at all times.

(b) When such zone is in front of a theater, the restrictions shall apply at all times except when such theater is closed. (Ord. 539 § 1; Ord. 481 § 1. 2002 Code § 8-8).

10.04.090 Unlawful parking – Peddlers, vendors.

Notwithstanding the provisions of CMC 10.04.010:

(1) Except as otherwise provided in this section, no person shall stand or park any vehicle, wagon or pushcart from which goods, wares, merchandise, fruits, vegetables or foodstuffs are sold, displayed, solicited or offered for sale or bartered or exchanged, or any lunch wagon or eating car or vehicle, on any portion of any streets within this city except that such vehicles, wagons or pushcarts may stand or park only at the request of a bona fide purchaser for a period of time not to exceed 10 minutes at any one place. The provisions of this section shall not apply to persons delivering such articles upon order of, or by agreement with, a customer from a store or other fixed place of business or distribution.

(2) No person shall park or stand any vehicle or wagon used or intended to be used in the transportation of property for hire on any street while awaiting patronage for such vehicle or wagon without first obtaining a written permit to do so from the city staff which shall designate the specific location where such vehicle may stand.

(3) No person shall park or stand, on any street or at any curb within this city, any vehicle, wagon or cart upon which has been placed or erected any advertising structure, sign or display for the primary purpose of directing public attention to a place of business, or advertising the sale of services or merchandise at a place of business. (Ord. 481 § 1. 2002 Code § 8-9).

Chapter 10.08

PARKING CITATION PROCESSING

Sections:

- 10.08.010 Title.
- 10.08.020 Definitions.
- 10.08.030 Authority to contract with outside agencies.
- 10.08.040 Authority to conduct administrative review process – Hearing officer – Procedures.
- 10.08.050 Process by which parking citations must be issued.
- 10.08.060 Parking penalties.
- 10.08.070 Parking penalties received by date fixed – No contest – Request to contest.
- 10.08.080 Parking penalties not received by date fixed.
- 10.08.090 Notice of delinquent parking violation – Contents.
- 10.08.100 Copy of citation upon request by registered owner.
- 10.08.110 Affidavit of nonliability – Leased or rented vehicle.
- 10.08.120 Affidavit of nonliability – Sale.
- 10.08.130 Contesting parking citation – Procedure.
- 10.08.140 Collection of unpaid parking penalties.
- 10.08.150 Obligation of processing agency once parking penalty paid.
- 10.08.160 Deposit of parking penalties with the city.
- 10.08.170 Filing of annual reports.

10.08.010 Title.

This chapter shall be known as the parking citation processing ordinance of the city of Cudahy. (2002 Code § 8-10.1).

10.08.020 Definitions.

Except where the context otherwise requires, the definitions provided in this section shall govern the construction of this chapter.

(1) “Administrative policy” shall mean a policy which establishes procedures for the implementation of Chapters 10.04 through 10.12 CMC and is approved by the city manager.

(2) "City" shall mean and at all times refer to the city of Cudahy.

(3) "Contestant" shall mean any operator or registered owner as defined in this section who contests a parking citation.

(4) "Department" shall mean the Department of Motor Vehicles.

(5) "Hearing examiner" shall mean any individual selected by the issuing agency's governing body or chief executive officer to adjudicate parking citation contests.

(6) "Issuing agency" shall mean the city or its authorized agent that issues parking citations or any other agency authorized by law to issue parking citations.

(7) "Issuing officer" shall mean any officer who is authorized by law to issue parking citations.

(8) "Operator" shall mean any individual driving or in possession of a vehicle at the time a citation is issued or the registered owner of the vehicle.

(9) "Parking citation" shall mean a notice that is personally given or mailed to the operator, or attached to the operator's vehicle, informing the operator of a parking, equipment or other vehicle violation and the operator's obligation to pay the parking penalty for the violation or to contest the citation.

(10) "Parking penalty" includes, but is not limited to, the parking penalty for the particular violation, as well as late payment penalties, administrative fees, assessments, costs of collection as provided by law, and other related fees.

(11) "Processing agency" shall mean the city or an authorized agent of the city that processes parking citations and issues notices of delinquent parking violations on behalf of the city.

(12) "Registered owner" shall mean the individual or entity whose name is recorded with the Department of Motor Vehicles as having ownership of a particular vehicle.

(13) "Vehicle" shall have the meaning ascribed to that term by Section 670 of the California Vehicle Code as that section now exists or shall hereafter be amended.

(14) "Violation" shall mean any parking, equipment or other vehicle violation as established pursuant to state law or local ordinance.

(15) "Working day" shall mean any business day during which the administrative office of the processing agency is open to the general public for

business. (Ord. 488 § 1; Ord. 481 § 1. 2002 Code § 8-10.2).

10.08.030 Authority to contract with outside agencies.

The city may issue and process parking citations and notices of delinquent parking violations, or it may enter into a contract with a private parking citation processing agency or with another city, county, or other public issuing or processing agency so to do.

Any contract entered into pursuant to this section shall provide for monthly distribution of amounts collected between the parties, except amounts payable to the county pursuant to Chapter 12 (commencing with Section 76000) of Title 8 of the California Government Code, or any successor statutes thereto, and amounts payable to the Department pursuant to California Vehicle Code Section 4763, or any successor statute thereto. (Ord. 481 § 1. 2002 Code § 8-10.3).

10.08.040 Authority to conduct administrative review process – Hearing officer – Procedures.

The processing agency may review appeals or other objections to a parking citation pursuant to the procedures set forth in this section.

(1) For a period of 21 days from the issuance of a parking citation, or 10 days from the mailing of a notice of delinquent parking citation, an operator may request initial review by the processing agency. The request for initial review may be made in writing, by telephone, or in person.

(2) The initial review by the processing agency shall consist of those procedures outlined in CMC 10.08.130(1)(a).

(3) If the operator is dissatisfied with the results of the initial review, the operator may contest the parking citation or notice of delinquent parking violation through an administrative hearing review process as outlined in CMC 10.08.130(2)(a).

In order to contest the parking citation, the operator must deposit with the processing agency the full amount of the parking penalty on or before the fifteenth day following the mailing to that operator of the results of the processing agency's initial review. At the same time, the operator must provide a written explanation of the reason or reasons for contesting the parking citation on a form pro-

RESOLUTION NO. 14-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADOPTING A PILOT PROGRAM FOR OVERNIGHT STREET PARKING.

WHEREAS, the City of Cudahy through its Municipal Code regulates vehicle parking, traffic circulation, and the transportation network to protect the public safety and general welfare.

WHEREAS, the City of Cudahy restricts on-street parking throughout the City in order to manage parking availability; and

WHEREAS, Section 10.04.040 of the City of Cudahy Municipal Code currently prohibits vehicle parking on any highway, street, alley, or public way or public place between 3:00 a.m. and 6:00 p.m. on any day, except when a permit is issued in the case of genuine emergency; and

WHEREAS, Section 10.08.060 of the City of Cudahy Municipal Code authorizes the establishment of parking penalties by ordinance or resolution of the city council; and

WHEREAS, due to compacted and dense multi-family properties city-wide and insufficient off-street parking, it is necessary to accommodate increased demand for parking throughout the City; and

WHEREAS, a pilot program will be beneficial to determine the effectiveness and feasibility of a permanent overnight parking permit.

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

SECTION 1. The Overnight Parking Permit Pilot Program (“Pilot Program”) is hereby established, effective from January 1, 2015 to June 30, 2015, as follows:

A. Administration of the Pilot Program.

1. City residents may request that a permit for overnight vehicle parking in accordance with the Pilot Program be issued for a specific vehicle and dwelling unit. The vehicle registration and the applicant’s driver’s license must reflect the same name and address.
2. The Public Safety Department shall prescribe forms requesting any information and documentation pertinent to the eligibility requirements, including, without limitation, vehicle registration, driver’s license, renter’s agreement, and condominium documents. False information on a permit application will subject the permit to immediate revocation.
3. The City may conduct an inspection to verify parking conditions and application information prior to issuing a parking permit.

B. Eligibility.

One (1) semi-annual parking permit shall be issued per dwelling unit when the following conditions apply:

- When a multi-family apartment or dwelling unit has two (2) registered vehicles, and only one parking space is provided.
- When a single-family home has four (4) registered vehicles.
- When a condominium has three (3) registered vehicles.
- Dwelling units with a two-car garage and at least one additional designated parking space must have at least five (5) registered vehicles to qualify.

One (1) additional semi-annual parking permit shall be issued per dwelling unit when the following conditions apply:

- When a single-family home has six (6) registered vehicles and five (5) licensed drivers.
- When a condominium has four (4) registered vehicles and (3) licensed drivers.
- Dwelling units with a two-car garage and at least one additional designated parking space must have at least seven (7) registered vehicles and six (6) licensed drivers.

C. General Conditions.

- Overnight parking permits sold after January 1, 2015 will be prorated for the remainder of the time left in the Pilot Program.
- Temporary permits within the Pilot Program will not be issued.
- At the end of the Pilot Program, permit holders must reapply if and when a permanent overnight parking program is developed.
- Overnight parking permits will not be issued for parking of motor homes, recreational vehicles, or any commercial vehicles. This includes vehicles with signs, logos, racks, or ladders.
- All permitted vehicles must be parked in front of the registered dwelling unit.
- Handicap or Disabled Person (DP) Parking Placard or license plate do not exempt or preclude the requirement to obtain an overnight parking permit.
- Parking permits shall be displayed and visible in the outside upper left-hand corner of the rear car window.
- Non-operational vehicles will not be issued an overnight parking permit.
- Overnight parking will not be allowed during street sweeping on Monday mornings from 3:00am-6:00am and Thursday mornings from 3:00am-6:00am.
- Vehicles shall not park in the same location in excess of 72 hours.
- Vehicles that have unpaid parking citations will not be issued overnight parking permits.

D. Holiday Parking.

Overnight parking enforcement shall be suspended during the period of the Pilot Program in connection with the following National holidays:

- New Year's Day – December 31 and January 1
- Martin Luther King Day – 3rd Monday in January
- Presidents Day – 3rd Monday in February
- Memorial Day – Last Monday in May

SECTION 2. This Resolution shall only temporary suspend the provisions of Chapter 10.04 of the Municipal Code only with respect to the matters described herein. All other parking regulations shall remain in full force and effect, including but not limited to: colored curb markings, no stopping, standing or parking, handicapped parking areas, street sweeping, etc.

SECTION 3. The regulations set forth herein are exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section 15301(c), because they involve the operation of existing facilities.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its special meeting on this 25th day of November, 2014.

Chris Garcia, Mayor

ATTEST:

Donna G, Schwartz, CMC
Interim City Clerk

CERTIFICATION

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

I, Donna G. Schwartz, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14-77, was passed and adopted by the City Council of the City of Cudahy at a special meeting held on the 25th day of November, 2014 by the following vote, to-wit:

- AYES: Council Member(s):
- NOES: Council Member(s):
- ABSTAIN: Council Member(s):
- ABSENT: Council Member(s):

Donna G. Schwartz, CMC
Interim City Clerk

10H

RESOLUTION NO. 14-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADOPTING A REVISED LIST OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES FOR OFFICERS AND EMPLOYEES OF THE CITY AND ITS LEGISLATIVE BODIES, PURSUANT TO GOVERNMENT CODE SECTION 87306 AND SECTION 18730 OF TITLE 2, DIVISION 6 OF THE CALIFORNIA CODE OF REGULATIONS

WHEREAS, the purpose of the conflict of interest provisions of the Political Reform Act (Gov. Code, §87300, et seq.) (the "Act") is to prevent public decisions makers from participating decisions in which they have a personal financial stake; and

WHEREAS, the Act requires public officials and employees to complete Form 700 Statements of Economic Interests, to disclose financial interests which may be impacted by their public agency decisions; and

WHEREAS, the Act specifically requires members of city councils and planning commissions, as well as city managers, city treasurers, and city attorneys to disclose specified financial interests (Gov. Code, §§87200-87210.)

WHEREAS, the many other public officials and employees not covered by these provisions are subject to the disclosure requirements set forth in local conflict of interest codes adopted by state and local governments; and

WHEREAS, the Act requires state and local government agencies to adopt and promulgate such local conflict of interest codes (Gov. Code, §87300); and

WHEREAS, the City of Cudahy (the "City") has accordingly adopted and promulgated such a local conflict of interest code; and

WHEREAS, Government Code section 87306(a) requires the City to amend its Conflict of Interest Code every two years when "change is necessitated by changed circumstances, including the creation of new positions which must be designated"; and

WHEREAS, the Fair Political Practices Commission ("FPPC"), created by the Act, established section 18730 of title 2, division 6 of the California Code of Regulations, which contains the standard conflict of interest code that can be incorporated by reference and which may be amended by the FPPC to conform to amendments in the Act, after public notice and hearings; and

WHEREAS, the terms of section 18730 of title 2, division 6 of the California Code of Regulations are hereby reincorporated by reference, and such provisions, along with the additional positions and categories set forth in the attached **Exhibit "A,"** shall constitute the updated Conflict of Interest Code for the City; and

WHEREAS, this Resolution amends the City's Conflict of Interest Code in accordance with Government Code section 87306(a) and section 18730 of title 2, division 6 of the California Code of Regulations and repeals previous Resolutions adopting and amending the City's Conflict of Interest Code.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The revised list of designated officials and employees, attached hereto as **Exhibit "A"** and concomitant amendment of the City's Conflict of Interest Code are hereby approved.

SECTION 2. Persons holding designated positions set forth in **Exhibit "A"** of this Resolution shall timely file Form 700 Statements of Economic Interest with the City Clerk, who shall function as the filing officer for the City and make such Form 700 Statements of Economic Interest on file in the City Clerk's office based upon the disclosure categories set forth in **Exhibit "B."**

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the 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 18th day of November, 2014.

Chris Garcia, Mayor

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk

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

I, Donna G. Schwartz, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14-78 was passed and adopted by the City Council of the City of Cudahy at a special meeting held on the 25th of November, 2014 and that said Resolution was adopted by the following vote, to-wit:

- AYES: Council Member(s):
- NOES: Council Member(s):
- ABSENT: Council Member(s):
- ABSTAIN: Council Member(s):

Donna G. Schwartz, CMC
Interim City Clerk

EXHIBIT A:

REVISED LIST OF DESIGNATED OFFICIALS AND EMPLOYEES

(Updated as of November 18, 2014)

DESIGNATED POSITIONS AND PERSONS PERFORMING DESIGNATED SERVICES

The Mayor, members of the City Council, members of the Oversight Board to the City of Cudahy as Successor Agency to the Former Cudahy Community Development Commission/Redevelopment Agency, members of Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all other city officials who manage public investments as defined by Section 18701(b) California Code of Regulation, Title 2 such as the Finance Director, are not required to be included in the Code but are subject to the mandatory disclosure requirements of the Political Reform Act (Gov. Code, §87100 et seq.)

<u>POSITION</u>	<u>DISCLOSURE CATEGORY</u>
City Clerk	1, 2
Deputy City Clerk	1, 2
Accounts Payable	1
Administrative Assistant	1
Assistant Grants Coordinator	1, 2, 3
Assistant Planner	2, 3, 4, 5, 6
Building Inspector	3, 4, 5, 6
Business License Manager	1, 2, 3
CDBG Coordinator	1, 2
Code Enforcement Supervisor	2, 3, 5, 6
Code Enforcement Officer	5, 6
Community Development Manager	1, 2

Community Preservation Officer	1, 2
Community Services Manager	3, 4, 5, 6
Director of Community Development	1, 2, 3, 4
Director of Public Safety	1, 5, 6
Finance Manager	1, 2
Human Resources Director	1, 2
Human Resources Specialist	1, 2
Sports and Recreation Coordinator	5, 6
Maintenance Coordinator	5, 6
Municipal Enforcement Officer	5, 6
Municipal Enforcement Supervisor	2, 3, 4, 5, 6
Parks and Recreation Manager	1, 2, 5
Planning Technician	2, 3, 4, 5, 6
Public Safety Manager	1, 2
Purchasing	3, 4, 5, 6
Senior Administrative Analyst	1, 2
Accounting Consultant	1
Auditing Services Contractor	1
Building and Safety Contractor	1, 2, 3, 4
Engineering Service Contractor	1, 2, 3, 4
Housing Rehabilitation Contractor	1, 2, 3, 4
Human Resources Consultant	1, 2
Information Technology Consultant	1, 5

Planning Contractor	1, 2, 3, 4
Public Works Contractor	1, 2
Redevelopment Consultant	1, 2, 3, 4
Legislative Services Consultant	1, 2, 3, 4

CONSULTANTS

Definition:

Section 18700 of California Code of Regulations, Title 2 2 Cal. Code of Regs, a Fair Political Practices Commission regulation, defines “consultant” as an individual who, pursuant to a contract with a State or local governmental agency:

(a) Makes a governmental decision whether to:

- (1) Approve a rate, rule or regulation;
- (2) Adopt or enforce a law;
- (3) Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement;
- (4) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
- (5) Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such contract;
- (6) Grant agency approval to a plan, design, report, study, or similar item;
- (7) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision of the agency; or

(b) Serves in an ongoing staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency’s local conflict of interest code.

Consultants shall be included in the list of designated employees and shall disclose all of the information required by designated employees subject to the City Manager’s discretion to determine, in writing, that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirement described in this Appendix. Such a determination shall include a description of the consultant’s duties and, based upon that description, a statement of

disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Exhibit B:

DISCLOSURE CATEGORIES

REPORTABLE INVESTMENTS, INTEREST IN REAL PROPERTY AND INCOME

1. All investments and sources of income.
2. All interests in real property.
3. All investments, interests in real property, and sources of income subject to the regulatory, permit, or licensing authority of the designated employee's department.
4. Investments in business entities and business positions and sources of income which engage in land development, construction or the acquisition or sale of real property.
5. Investments in business entity and business positions and sources of income of the type which, within the past two years, have contracted with the City of Cudahy to provide services, supplies, materials, machinery, or equipment.
6. Investments in business entities and business positions and sources of income of the type which, within the past two years, have contracted with the designated employee's department to provide services, supplies, materials, machinery, or equipment.



Item Number

101

STAFF REPORT

Date: November 25, 2014
To: Honorable Mayor/Chair and City Council/Agency Members
From: Jose E. Pulido, City Manager/Executive Director
Subject: **Renewal of the City-County Municipal Services Agreement with the County of Los Angeles Department of Animal Care and Control for Fiscal Year (FY) 2014-15 Service Level Request**

RECOMMENDATION

The City Council is requested to approve a services agreement with the County of Los Angeles Department of Animal Care and Control for animal control services effective July 1, 2014 through June 30, 2019 and FY 2014-15 Service Level Request - Billing Rates.

BACKGROUND

1. On November 18, 2013 a one-year contract (effective July 1, 2013 to June 30, 2014) was signed with the County of Los Angeles Department of Animal Care and Control.
2. On March 31, 2014 the City received correspondence from the County of Los Angeles Department of Animal Care and Control Administrative Office. The letter advised the City that our one-year contract was due to expire June 30, 2014. At that time they advised us that the County Auditor-Controller was developing the contract city billing rates for Fiscal Year (FY) 2014-15. (See attachment A)
3. On September 24, 2014 staff requested a copy of the new service agreement effective July 1, 2014 through June 30, 2019 and new billing rates for FY 2014-2015. (See attachment B and C) An email was provided to us with the service contract on the same day.

ANALYSIS

Services are provided by the Department of Animal Care and Control Administrative through a General Services Agreement (five-year contract set for renewal June 30, 2015) with the County of

Los Angeles. This service agreement specifies that the County Auditor-Controller will determine rates with all County of Los Angeles services.

The Department of Animal Care and Control provides the City kennel services, dog license processing, dead animal disposal, field services and animal license enforcement. The current five-year City-County Municipal Services Agreement for the above mentioned services expired June 30, 2014.

Staff intends to lower animal control costs for Animal License Enforcement Services since one hundred percent of revenue collected through License Enforcement (which the City intends to coordinate an increase in the City) on behalf of the City is credited to our monthly invoice, this includes license fees, penalties, and field enforcement fees.

Additionally, if needed the City may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than 60 days prior thereto. The agreement may also be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.

CONCLUSION

If the service agreement is not approved the City will not receive animal care and control services such as kennel services, dog license processing, dead animal disposal, field services or animal license enforcement.

If the service agreement is approved, staff will work closely with the County to agree on a time and scope of service to assure animal license enforcement services take place in the City to ensure program costs fit within our budget parameters.

FINANCIAL IMPACT

As noted in the FY 2014-2015 adopted budget, \$30,000 from the General Fund has been allocated for animal regulation.

ATTACHMENTS

- A. Services Agreement Correspondence, March 31, 2014
- B. City-County Municipal Services Agreement County of Los Angeles Department of Animal Care and Control and City of Cudahy
- C. City-County Municipal Services Agreement County of Los Angeles Department of Animal Care and Control and City of Cudahy FY 2014-15 Service Level Request - Billing Rates
- D. County of Los Angeles General Services Agreement (five-year contract/expiration June 30, 2015)



Marcia Mayeda
Director

County of Los Angeles
Department of Animal Care and Control
Administrative Office
5898 Cherry Avenue
Long Beach, California 90805
(562) 728-4610 • Fax (562) 422-3408
<http://animalcare.lacounty.gov>



March 31, 2014

**Animal Care Center
(ACC) Locations**

Agoura ACC
29525 Agoura Rd.
Agoura, CA 91301
(818) 991-0071

Baldwin Park ACC
4275 N. Elton St.
Baldwin Park, CA 91706
(626) 962-3577

Carson/Gardena ACC
216 W. Victoria St.
Gardena, CA 90248
(310) 523-9566

Castaic ACC
31044 N. Charlie Cyn.
Road
Castaic, CA 91384
(661) 257-3191

Downey ACC
11258 S. Garfield Ave.
Downey, CA 90242
(562) 940-6898

Lancaster ACC
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Mr. Hector Rodriguez
City Manager
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Dear Mr. Rodriguez:

SERVICES AGREEMENT

The current five-year City-County Municipal Services Agreement (Agreement) for animal control services is due to expire on June 30, 2014. The County of Los Angeles (County) Department of Animal Care and Control (Department), in conjunction with the County Auditor-Controller, is developing the contract city billing rates for Fiscal Year (FY) 2014-15. Once the billing rates are approved, the Department will present the Contract City Agreement to the Board of Supervisors for approval. Once approved, the duration of the new Agreement will be effective July 1, 2014, through June 30, 2019.

FISCAL IMPACT TO YOUR JURISDICTION

A review of our methodology for allocating costs to establish fees has resulted in a correction to appropriately capture costs incurred by the County to provide care to city animals. As a result, we anticipate that the new billing rate for the sheltering of animals is likely to increase. This correction is to account for the cost of the provision of shelter medicine.

Shelter medicine is the practice of providing essential medical services to stray, relinquished, and abandoned animals brought in from the city's jurisdiction by Animal Control Officers and the public. It provides examinations, vaccinations, and necessary treatment to animals during their stay at the care centers. Additionally, veterinarians ensure adherence to biosecurity and disease prevention protocols (vaccination, parasitic treatment and prevention, vermin control, cleaning, and sanitation). This level of shelter medicine has been provided for some time by the Department but the costs incurred were not formerly captured in the fee analysis process.

Mr. Hector Rodriguez
March 31, 2014
Page 2

Because fees are set by averaging costs over three years, your city will only see 33 percent of the impact in the FY 2014-15 sheltering rates, 66 percent the following fiscal year, and by FY 2016/17 the full recovery for this service will be reflected in the sheltering rate. We will provide you the specific impact to your city before the end of the fiscal year and once rates have been finalized.

LOWERING YOUR JURISDICTION PROGRAM COSTS

To minimize fiscal impact to your city, your jurisdiction may wish to consider adjusting your animal license fees to offset a portion of any projected increase in annual costs. In addition, your city may want to opt for Animal License Enforcement Services (License Enforcement). One hundred percent of revenue collected through License Enforcement on behalf of your city is credited to your monthly invoice (including license fees, penalties, and field enforcement fees). Other options that your jurisdiction may wish to consider to reduce program costs include: adopting mandatory spay/neuter and microchip ordinances to reduce impounds, and to shift the responsibility for nuisance barking dog complaint calls to your city's designated staff to reduce field service costs. Please let us know if you intend to make any of these changes.

OTHER CONTRACT CHANGES

The Department anticipates only one change to the language of the Agreement from the 2009 version and will present the revision to the County Board of Supervisors for approval. The change is as follows:

Section 9.1: The County, through the County of Los Angeles Department of Animal Care and Control, shall render to said City within ~~ten (10)~~ **15** days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within 30 days after date of said invoice.

This change extends the time for preparation of the invoice by five days and is made in recognition of necessary staff time to prepare invoices.

Mr. Hector Rodriguez
March 31, 2014
Page 3

If you have any questions, please contact me or our Contract City Liaison, Ms. Whitney Duong at (562) 256-2412 or wduong@animalcare.lacounty.gov. We look forward to continuing to work with you and your staff in an effort to provide you with effective and caring service.

Sincerely,



MARCIA MAYEDA
Director

MM:BW
PM:WD:rm
2014-15 Bill Rates3.14

c: Animal Care Board Deputies

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

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COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF CUDAHY

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF CUDAHY

THIS AGREEMENT is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as County, and the CITY OF CUDAHY, hereinafter referred to as City.

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal care and control functions described herein by the County.
- b. The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this Agreement.
- c. Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51300 et seq. of the Government Code of the State of California.

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control, to provide general animal care and control services within the corporate limits of the City to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the County under the Charter of the County and the Statutes of the State of California and under the municipal codes of the City. The County will provide services in accordance with the provisions of Title 10, Animals of the Los Angeles County Code, and all amendments thereto, except as otherwise agreed by the parties in the attached Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the County, the standards of performance, the discipline of officers and staff, and the matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the

minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the County and the City.

- 2.3 With regard to Sections 2.1 and 2.2, the County, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All City employees who work in conjunction with the County's Department of Animal Care and Control pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the City and County. To the extent the County provides the City with animal licensing services, City employees or their agents shall not perform any function related to the licensing of animals, including collection of license fees, penalties, or field enforcement fees, except as otherwise agreed to by the parties in the attached Service Level Request of other prior written agreement. Field enforcement fees will only be collected for services performed by employees of the County of Los Angeles Department of Animal Care and Control.
- 2.5 For the purpose of performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a contracted officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and in a municipal function.
- 2.6 The contracting City shall not be called upon to assume any liability for the direct payment of any County Department of Animal Care and Control salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Services Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the County Department of Animal Care and Control.
- 3.2 The City agrees to complete a Service Level Request form annually (Attachment A) and the level of service to be provided and contract sum shall be signed and authorized by the City and the County Department of Animal Care and Control or his/her designee and shall be attached to this contract as an amendment.
- 3.3 The City may request a change in level of service and complete an additional Service Level Request form and submit such form to the County Department of Animal Care and Control. The revised level of service to be provided and contract sum shall be signed and authorized by the City and the County Department Animal Care and Control or his/her designee and attached to this contract as an amendment to the level of service and the contract sum.
- 3.4 The City is not limited to the foregoing services indicated, but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of Animal Care and Control to provide.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and

hereby made a part of and incorporated into this Agreement as if set out in full herein.

- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the Joint Indemnity Agreement previously in effect between the parties hereto.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2014, and shall remain in effect until June 30, 2019.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, this Agreement may be renewable for successive periods not to exceed five years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than 60 days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within 60 days of receipt of hereunder, and in such an event this Agreement shall terminate 60 calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The City shall pay for the services provided under the terms of this service agreement at the rate established by the County's Department of Animal Care and Control and approved by the Auditor-Controller.
- 8.2 The rates indicated in the Service Level Request form shall be readjusted by the County annually effective the first day of July each year to reflect the cost of such service in accordance with the policies and procedures for

the determination of such rate as adopted by the County Board of Supervisors.

8.3 The City shall be billed based on the service level provided within the parameters of the Service Level Request form.

8.4 The cost of other services requested pursuant to this Agreement and not set forth in the Service Level Request form shall be determined by the County's Department of Animal Care and Control and in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

9.1 The County, through the County of Los Angeles Department of Animal Care and Control, shall render to said City within 15 days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within 30 days after date of said invoice.

9.2 If such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 15 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.

9.3 Interest shall be calculated at the rate of seven percent (7%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

10.0 ENTIRE AGREEMENT

10.1 This Agreement and Attachment A hereto, constitute the complete and exclusive statements of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL

AND

THE CITY OF

CUDAHY

FY 2014-15 SERVICE LEVEL REQUEST

Part One: Billing Rates for the period July 1, 2014, through June 30, 2015

Kennel Services*	
Dog and Cat per day	\$20.07
Other animals per day	\$ 9.95
Observation per day	\$24.08
Dog license processing per license	\$ 2.45
Dead animal disposal per animal	\$12.84
Field Services per hour	\$85.02
Animal License Field Enforcement per hour	\$67.34
Liability Trust Fund (applied to Field Services and Animal License Field Enforcement hourly amounts only)	4%

Part Two: Annual/Amended Service Request Approval

Authorized Representative (Printed Name) Authorized Signature (Signature) Date

Title Telephone Number

Part Three: Annual Service Level

Standard Shelter Services:

Full Service - All animals acquired in the field, within the boundaries of the City or determined to have originated within the boundaries of the City, may be impounded at a County animal care center. Impounded animals will be vaccinated and provided medical care, food, and shelter. The animal's picture will generally be posted on the Department's website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center are scheduled at the discretion of the Department. **See Part One for the associated shelter services billing rates.**
Primary animal care center*: (Downey Animal Care Center)

*The Department shall take reasonable action to shelter all animals at this location. There may be circumstances in which the Department must shelter animals at an alternate location. In general, such sheltering shall be temporary and animals shall subsequently be transferred to the primary animal care center.

Contract cities are charged for the first five days of care for animals impounded within the city's jurisdiction. If an animal leaves our care earlier for any reason, cities will be charged based upon the actual number of days (1-4). If an animal is redeemed, the redemption fees collected from owners will be credited to the city up to the maximum number of days that would otherwise be billed. The County assumes liability and disposition of these animals after five days with the exception of animals held as a result of a seizure or criminal case, abandoned animals, observation animals (quarantine), potentially dangerous or vicious dogs, and return to owner animals.

Below are the kennel services maximum number of days billed and the description:

*Kennel Services Description	Maximum number of days billed
Kennel Services: Stray or relinquished animals.	5 days
Private Veterinarian: If the owner is unable to be located and the injury or condition is life threatening and the scene of the incident is not in the vicinity of a County animal care center, or if the medical staff at the animal care center are not available, the animal will be taken to the nearest private contract veterinarian. Cities will be charged for the private contracted veterinarian visit.	5 days
Observation Animals: Animal bite that causes any penetration of the skin by teeth which requires a bite report be taken and the animal quarantined. The animal will be placed in quarantine confinement and observed for ten (10) days minimum from the date of the bite at the discretion of the Department of Veterinary Public Health.	10 days
Return to Owner Animal: The owner or person entitled to the custody of any animal impounded can redeem such animal by paying impound and boarding fees accruing up to the time of such redemption.	10 days
Abandoned Animals: Hold at least fifteen (15) calendar days; determine whether the owner had an agreement with someone to care for the animal in their absence, post a Form 58 (Notice of Impoundment) at the premises for the owner if they return, and mail a registered or certified letter to the last address	15 days
Special Intake: Confiscated, Court Case, Police Request, Owner Arrested, Potentially Dangerous or Vicious Dog	Unlimited days

Field Services:

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10 - Animals, and all amendments, except as otherwise agreed to by the parties in this Service Level Request.

- Standard Service Plan - Includes answering calls for service (24 hours per day, daily); dispatching or assigning field staff; and performance of duties in the field based on priority, location, and availability of staff.

- Limited Standard Service Plan:
 - Daily between the hours of ____ (a.m./p.m.) and ____ (a.m./p.m.)
 - Weekend days and holidays
 - Emergency Services - As needed
 - Humane Investigations and Prosecution - As needed

Regular Business hour contact information:

Department Name: _____

Telephone: _____

Address: _____

Outreach and Enforcement Services:

County will enforce the fees set forth in Los Angeles County Code Section 10.90.010 et seq. unless the City provides an alternate fee schedule approved by the City and provided to the County.

Animal License Field Enforcement

License Enforcement Services - Provides for dedicated staff to perform license enforcement activities (issuing new licenses, license renewals, collecting delinquency charges and other fees) in the field.

- Authorized Animal License Enforcement Services
 - County and City shall subsequently agree to the time and scope of this service.

- No Animal License Enforcement Services
 - Note: All license enforcement revenue collected will be contributed toward offsetting the cost of services

Animal Facility Licensing

Animal Facility Licensing Services - Provides for dedicated staff to perform animal facility inspection and licensing to any lot, building, structure, enclosure, or premises for any animal related business or organization which is required to be licensed. The animal facility licensing staff inspects animal related facilities annually and when otherwise necessary, to ensure the health and safety of the public and animals. Businesses are provided a letter grade based on the results of the inspection. Animal facility licenses are generally valid for one year from the date of issue. The Department will inspect animal facilities and any revenues collected will offset services.

- Animal Facility Licensing
 - Licensing and Inspection/Grading Services
- No Animal Facility Licensing

Clinic(s)

In addition to the vaccination and licensing services provided in all County Animal Care Centers, the city may request the following additional services in its jurisdiction by checking the applicable box(es):

- Request County to provide or arrange for vaccination clinic(s) in its jurisdiction;
- If a vaccination clinic(s) is/are requested by checking the box above, the City also requests County to provide personnel to license animals during the vaccination clinic.

Part Four: License Information (required if the Department manages City licensing)

Standard Licensing Services:

License renewal notices are mailed or transmitted to the animal owner of record, the renewal and payment is received and processed annually on a fee per license basis. Licenses will be required before an animal will be released to a resident of a City participating in the Standard Licensing Services program. Fees from licenses collected will be credited to the City monthly in arrears.

- City has adopted the license fees outlined in Title 10 of the Los Angeles County Code

Altered Dog	\$ <u>20.00</u>	Altered Cat	\$ <u>5.00</u>
Unaltered Dog	\$ <u>60.00</u>	Unaltered Cat	\$ <u>10.00</u>
Senior* Dog	\$ <u>7.50</u>	*Senior age is defined as <u>60</u> years.	
Delinquency Charge	\$ <u>Equal to Amount of License</u>		
Delinquency Charge applies after: <u>10 days</u>			
Field Enforcement Fee	\$ <u>40.00</u> (licensing initiated in the field)		

- City has adopted the following license fees:

Altered Dog	\$ _____	Altered Cat	\$ _____
Unaltered Dog	\$ _____	Unaltered Cat	\$ _____
Senior* Dog	\$ _____	Senior* Cat	\$ _____
_____	\$ _____	_____	\$ _____

*Senior age is defined as _____ years.

Delinquency Charge \$ _____

Delinquency Charge applies after: _____ days.

Field Enforcement Fee \$ _____ (licensing initiated in the field)

Current license fees adopted by the City on _____, 20_____.

- No Animal Licensing Services

Records:

Upon reasonable notice, the Department shall make available to authorized representatives of City of Cudahy, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to this Agreement. The City of Cudahy shall ensure such records are handled in a manner consistent with all applicable privacy laws and all related to public records, including, but not limited to the Public Records Act (Government Code § 6250 et. seq.).

Part Six: Contact Information

Primary Contact

Name: _____
Address: _____

Telephone: (____) _____
Alt. Telephone: (____) _____
E-mail: _____

Alternate Contact

Name: _____
Address: _____

Telephone: (____) _____
Alt. Telephone: (____) _____
E-mail: _____

WD: FY 2014-15 Service Level Request DR

GENERAL SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, June 18, 2010, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Cudahy, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This contract shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2015, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In event the City desires to renew this agreement for said five-year period, the City Council shall not later than the last day of May 2015, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2015, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this 11TH day of MAY 2010.

APPROVED AS TO FORM

The City of Cudahy

By Dandy Oliver
City Attorney

By Paul M. [Signature]
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By Jerry Galvan
Deputy 3/6/10

By Gloria Molina
Chair Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer/Clerk
of the Board of Supervisors



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 MAY 11 2010

By [Signature]
Deputy **JUN 11 2010**

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By [Signature]
Deputy

RESOLUTION NO. 14-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, SETTING PRIORITIES FOR FILING A WRITTEN ARGUMENT(S) REGARDING A CITY MEASURE AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS

WHEREAS, a General Municipal Election is to be held in the City of Cudahy, California on Tuesday, March 3, 2015, at which there will be submitted to the voters the following measure (the "Ballot Measure"):

TO ENACT CITY COUNCIL TERM LIMITS.

WHEREAS, Election Code sections 9280 et seq. set forth the procedures and requirements for the preparation and submission of ballot arguments and corresponding rebuttal arguments in connection with city-initiated ballot measures; and

WHEREAS, pursuant to Election Code sections 9280 et seq., the City Council of the City of Cudahy ("City Council") desires to authorize any and all City Council Members to file arguments for and against the Ballot Measure.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. That the City Council authorizes ALL members of the City Council to file written arguments In Favor or Against the Ballot Measure, not exceeding 300 words, accompanied by the printed name and signature of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments may be changed or withdrawn until and including the close of business on December 4, 2014, after which no arguments for or against the Ballot Measure may be submitted to the City Clerk.

The arguments shall be filed with the City Clerk, signed, with the printed name and signature of the author(s) submitting it, or if submitted on behalf of an organization the name of the organization and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument, which may be obtained from the City Clerk's Office.

SECTION 2. Pursuant to Election Code section 9285, when the City Clerk has selected the arguments for and against the Ballot Measure which will be printed and distributed to the voters, the City Clerk shall send a copy of the argument in favor of the

Ballot Measure to the authors of any argument against the Ballot Measure, and a copy of the argument against the Ballot Measure to the authors of any argument in favor of the Ballot Measure immediately upon receiving the argument.

SECTION 3. The author or a majority of authors of an argument relating to the Ballot Measure may prepare and submit a rebuttal argument, or may authorize in writing any other person or persons to prepare, submit or sign the rebuttal argument. A rebuttal argument may not exceed 250 words, and may not be signed by more than five (5) persons.

SECTION 4. The rebuttal arguments shall be filed with the City Clerk, signed, with the printed name and signature of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers no later than the close of business on December 14, 2014, after such time no rebuttal arguments shall be accepted. The rebuttal arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument, which may be obtained from the City Clerk's Office. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 5. That the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney.

a. The City Attorney shall prepare an impartial analysis of the Ballot Measure not exceeding 500 words showing the effect of the measure on the existing law and the operation of the Ballot Measure.

b. The analysis shall include a statement indicating that the measure was placed on the ballot by the governing body of the city.

c. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-point type, the following: "The above statement is an impartial analysis of the measure. If you desire a copy of the measure, please call the election official's office at (323) 773-5143 and a copy will be mailed to you at no cost to you."

d. The impartial analysis shall be filed with the City Clerk no later than close of business on December 4, 2014.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions. The City Clerk is directed to file certified copies of this Resolution with the Los Angeles County Registrar.

SECTION 7. This Resolution shall take effect immediately upon its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 25th day of November 2014.

Chris Garcia, Mayor

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk

CERTIFICATION

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

I, Donna G. Schwartz, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14-80 was passed and adopted by the City Council of the City of Cudahy at a special meeting held on the 25th day of November, 2014 and that said Resolution was adopted by the following vote, to-wit:

AYES: Council Member(s):

NOES: Council Member(s):

ABSTAIN: Council Member(s):

ABSENT: Council Member(s):

Donna G. Schwartz, CMC
Interim City Clerk



Item Number

10K

STAFF REPORT

Date: November 25, 2014

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

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

Subject: **Resolution No. 14-83, Authorizing the Execution of a Certificate of Acceptance for the Real Property Located at 4840-4844 ½ Clara Street, Cudahy, California**

RECOMMENDATION

The City Council is requested to approve and adopt Resolution No. 14-83.

BACKGROUND

The City of Cudahy ("City") is in the process of acquiring that certain residential use (apartment complex) real property located at 4840-4844 ½ Clara Street, Cudahy, CA ("Clara Street Property"), and approved a Purchase and Sale and Escrow Instructions Agreement for the Clara Street Property dated September 17, 2014. Pursuant to California Government Code section 27281, deeds or grants conveying any interest in real estate to a government agency for public purposes will not be accepted without the consent of the government agency evidenced by a certificate or resolution of acceptance.

ANALYSIS

The City needs to record the Grant Deed for the Clara Street Property and execute a Certificate of Acceptance pursuant to Government Code section 27281 to accomplish the recordation. The proposed Resolution approves the acceptance of the Clara Street Property and authorizes the City Manager's execution of a Certificate of Acceptance of interest in real property to permit the recordation of the Grant Deed for the Clara Street Property.

CONCLUSION

If resolution is delayed or not approved, the City will not be able to move forward in acquiring the subject property to develop the Clara Park Expansion Project in accordance to the project schedule.

FINANCIAL IMPACT

None

ATTACHMENTS

- A. Resolution No. 14-83

RESOLUTION NO. 14-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AUTHORIZING THE EXECUTION OF A CERTIFICATE OF ACCEPTANCE FOR THE REAL PROPERTY LOCATED AT 4840-4844 ½ CLARA STREET, CUDAHY, CALIFORNIA

WHEREAS, the City of Cudahy ("City") is in the process of acquiring that certain residential use (apartment complex) real property located at 4840-4844 ½ Clara Street, Cudahy, CA ("Clara Street Property"), and approved a Purchase and Sale and Escrow Instructions Agreement for the Clara Street Property dated September 17, 2014; and

WHEREAS, pursuant to California Government Code section 27281, deeds or grants conveying any interest in real estate to a government agency for public purposes shall not be accepted without the consent of the government agency evidenced by a certificate of acceptance; and

WHEREAS, the City needs to record the Grant Deed for the Clara Street Property and execute a Certificate of Acceptance pursuant to Government Code section 27281 to accomplish the recordation; and

WHEREAS, Cudahy City Council ("City Council") desires to approve and authorize the City Manager's execution of a Certificate of Acceptance of interest in real property to permit the recordation of the Grant Deed for the Clara Street Property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. The City Council hereby authorizes the acceptance of the Clara Street Property and approves the Certificate of Acceptance attached hereto as **Exhibit A** and made a part hereof ("Certificate of Acceptance"), and authorizes the City Manager to execute said Certificate of Acceptance.

SECTION 3. The Community Development Department is directed to forward the executed Certificate of Acceptance to the Chicago Title Company for recordation with the Grant Deed to complete the acquisition of the Clara Street Property.

SECTION 4. This Resolution shall take effect immediately upon its adoption. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the regular meeting of this 18th day of November, 2014.

Chris Garcia,
Mayor

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk

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

I, Donna Schwartz, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No.14-83 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a special meeting of said Council held on the 25th day of November, 2014 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Donna G. Schwartz, CMC
Interim City Clerk

EXHIBIT A

[see following page]

CERTIFICATE OF ACCEPTANCE

This is to certify that the right, title, and interest in real property conveyed by grant deed on _____ (“Grant Deed”) for the clear title to the real property located at 4840-4844 ½ Clara Street in the City of Cudahy (“City”) to the City, Grantee, a municipal corporation and governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City pursuant to the authority conferred by City Council Resolution No. 14-83, adopted on November 25, 2014, to execute the Grant Deed and any and all documents required to complete the transaction, consistent with the terms and conditions of the Agreement for Purchase and Sale and Sale Instructions dated September 17, 2014 (the “Agreement”). Accordingly, the City as Grantee consents to Recordation of the Grant Deed by its duly authorized officer.

Dated: November ____, 2014

By: _____

Jose Pulido
City Manager
City of Cudahy, California

2014
FIRST AMENDMENT
TO AGREEMENT FOR TEMPORARY PROFESSIONAL MANAGEMENT SERVICES
(City of Cudahy – HR Dynamics and Performance Management)

THIS FIRST AMENDMENT (“First Amendment”) to that certain agreement entitled “Agreement Temporary Management Services” dated as of August 19, 2014 (hereinafter, the “Master Agreement”) is hereby made and entered into this 10th day of November, 2014 (the “Effective Date”) by and between the CITY OF CUDAHY (“CITY”), the Successor Agency to the Redevelopment Agency of the City of Cudahy, a public body corporate and politic (“SUCCESSOR AGENCY”) and HR Dynamics and Performance Management (referred collectively herein as “FIRM”). For purposes of this Amendment, the capitalized term “Parties” shall be a collective reference to the CITY, SUCCESSOR AGENCY and FIRM and the capitalized term “Party” shall refer to CITY, SUCCESSOR AGENCY or FIRM interchangeably as appropriate.

RECITALS

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

WHEREAS, on or about August 19, 2014, the Parties executed the Master Agreement for the performance of Professional Management Services by FIRM for CITY (a true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit “A”); and

WHEREAS, the Parties wish to modify and amend the terms of the Master Agreement as permitted under section 14.5 of the Master Agreement; and

WHEREAS, the SUCCESSOR AGENCY has become a Party to the Master Agreement pursuant to this Resolution SA14-27; and

WHEREAS, Exhibit “A” (“Scope of Work”) of the Master Agreement shall be amended to include services related to the management of the Long-Range Property Management Plan listed as part of the Scope of Work “Successor Agency”.

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

1. The Recitals of the Master Agreement is hereby amended in part to add “Whereas, Assembly Bill 1484, specifically under Health and Safety Code section 34191.5(b) requires that the successor agencies prepare a Long Range Property Management Plan that addresses the disposition and use of the real properties of the Former Agency; and Whereas, Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and Whereas, Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.”

2. Exhibit A of the Master Agreement is hereby amended in part to add Long Range Asset Management Plan with respect to the SUCCESSOR AGENCY.

3. Except as otherwise set forth in this First Amendment and the Master Agreement shall remain binding, controlling and in full force and effect. 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 the identified documents.

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

5. This First Amendment shall be executed in three counterparts, with one such fully executed counterpart returned to FIRM, one copy for the SUCCESSOR AGENCY and the other maintained by CITY.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF CUDAHY

**HR DYNAMICS AND PERFORMANCE
MANAGEMENT**

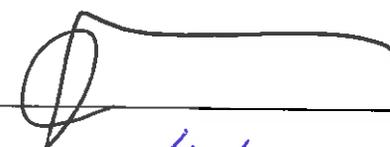
By: 
Jose Pulido, City Manager

By: _____
Rhonda Strout, Principal

Date: 11/10/14

Date: _____

SUCCESSOR AGENCY:
Successor Agency to the Redevelopment Agency
of the City of Cudahy:

By: 
Date: 11/10/14

ATTEST:


City Clerk

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

CITY OF CUDAHY

**HR DYNAMICS AND PERFORMANCE
MANAGEMENT**

By: _____
Jose Pulido, City Manager

By: Rhonda Strout
Rhonda Strout, Principal

Date: _____

Date: 11/10/14

SUCCESSOR AGENCY:
Successor Agency to the Redevelopment Agency
of the City of Cudahy:

By: _____

Date: _____

ATTEST:

City Clerk

EXHIBIT A
[TRUE AND CORRECT COPY OF AUGUST 19, 2014 MASTER AGREEMENT]

2014

AGREEMENT FOR TEMPORARY PROFESSIONAL MANAGEMENT SERVICES

(Parties: HR Dynamics and Performance Management and the City of Cudahy in its Capacity as Successor Agency)

THIS 2014 AGREEMENT FOR TEMPORARY PROFESSIONAL MANAGEMENT SERVICES (“Agreement”) by and between the CITY OF CUDAHY in its capacity as SUCCESSOR AGENCY, a municipal corporation and general law city (“CITY”) and HR Dynamics and Performance Management (hereinafter, “Staffing Firm”) is made and entered into the last date of signature below, but shall not take effect until signed by all of the parties to this Agreement as indicated on the signature page below. For the purposes of this Agreement, CITY/AGENCY and Staffing Firm may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to City or Staffing Firm interchangeably.

RECITALS

WHEREAS, City, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any person for the furnishing of services and advice in finance, economic, accounting or administrative matters if such persons are specially trained and experienced and competent to perform such special services required; and

WHEREAS, the CITY/AGENCY wishes to engage the Staffing Firm for the purposes of retaining a person to perform the duties and functions as mentioned in the attached Scope of Work for the CITY/AGENCY on an interim basis; and

WHEREAS, City/Agency’s in-house personnel are presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, Staffing Firm has proposed and City/Agency has agreed to appoint a Consultant (“Consultant”) who possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CITY/AGENCY and Staffing Firm wish to enter into the Agreement in order to set forth the rights and obligations of the PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and based upon the recitals set forth above, CITY/AGENCY and Staffing Firm agree as follows:

ARTICLE 1. DUTIES AND AUTHORITY

1.1 DUTIES. Consultant shall provide assistance to the City Council/Successor Agency with economic development, and facilitating a strategic plan and handling the details of the successor agency with the Finance Director. Additionally, the Consultant will conduct a series of workshops for code enforcement, and the Joint Planning Commission/City Council/Agency, City commissions and the City Council. Other services the consultant will provide will consist of assisting in the Development of the Fiscal Budget, conduct the City Manager recruitment process and background check, executive coaching, organizational development of staff and assist in the search for a new insurance provider. Services will also include drafting formal written communication to document findings, processes, changes, and recommendations. Consultant shall keep the City Council/Successor Agency, fully informed of all significant activities and initiatives or undertakings in connection with his duties and responsibilities.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS; TERMINATION FOR CONVENIENCE

2.1 INDEPENDENT CONTRACTOR STATUS. The PARTIES acknowledge, understand and agree that Consultant is, and shall at all times remain, a wholly independent contractor and shall not be considered an employee of the CITY/AGENCY. Given the temporary and interim nature of this engagement, it is the desire and intent of the PARTIES that Consultant shall be an “independent contractor” who is not also an employee within the meaning of Government Code Section 20300(b), and by such status is excluded from compulsory enrollment in the California Public Employees Retirement System established under the Public Employees Retirement Law (“PERL”) (Government Code Section 20000 et seq.).

ARTICLE 3. TERM OF AGREEMENT

3.1 The term of this Agreement (“Term”) shall be deemed to have commenced on June 2, 2014 and shall end on August 22, 2014 and thereafter shall renew automatically on a month-to-month basis unless prior to the expiration of the Term or any extension term, the City Council/Agency declines to extend the engagement. Nothing in the foregoing sentence shall operate to prohibit or otherwise restrict the CITY/AGENCY’s ability to terminate this Agreement prior to the expiration of the initial Term or any extension term as provided under Articles 11 and 12 of this Agreement below.

ARTICLE 4. PERFORMANCE SCHEDULE

4.1 ATTENDANCE AND MEETINGS, CONFERENCES AND SPECIAL FUNCTIONS. Section 4.1 notwithstanding, Consultant, as directed by the City Council/Successor Agency, shall also be available to attend public meetings, business meetings, conferences and functions that may be scheduled outside of normal CITY/AGENCY business hours, including but not limited to all regular, special, adjourned and/or emergency meetings of the CUDAHY City Council/Successor Agency, and CITY/AGENCY shall be billed for all such hours Consultant attends such meetings required by CITY/AGENCY.

4.2 RESTRICTION ON HOURS WORKED: The Term of this Agreement and the provisions of Section 4.1 notwithstanding, in no event may Consultant’s total hours worked under this Agreement exceed more than 1,000 hours during any single fiscal year. Consultant shall maintain a log of Consultant’s daily work hours (including start time and departure time) to monitor compliance with this provision. Staffing Firm shall have no obligation to continue performance once the 1,000 hour limitation has been attained. Furthermore, CITY/AGENCY shall have the responsibility to monitor fees charged in relation to the not to exceed amount. CITY/AGENCY shall be responsible for all charges for services in the event CITY/AGENCY fails to notify Staffing Firm of termination of the assignment or fails to increase of the not-to-exceed amount. For purposes of this Agreement, the term “fiscal year” shall mean the period of time commencing from July 1st of a calendar year and ending on June 30th of the calendar year immediately following.

ARTICLE 5. COMPENSATION AND REIMBURSEMENT

5.1 COMPENSATION.

- A. Staffing Firm shall perform all of the various services and tasks that comprise the Work in accordance with Exhibit “A.” Staffing Firm shall be paid for the number of hours Consultant provides in performance of the Work. Consultant shall not exceed Forty (40) hours per a work week,

unless authorized by City Council. Consultant shall be billed out at an hourly rate of EIGHTY FIVE DOLLARS PER HOUR (\$85.00/hour) (hereinafter "Hourly Rate").

- B. CITY/AGENCY shall pay Staffing Firm at the Hourly Rate in a bi-weekly format to run stimulations to employee payroll as Consultant performs the various services and tasks that make up the Work. At the end of each pay period during the term of this Agreement, Staffing Firm shall submit to CITY a bi-monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Consultant and its various employees. The statement shall describe the specific tasks performed. CITY/AGENCY shall not withhold applicable taxes or other authorized deductions from payments made to Staffing Firm.

5.2 REIMBURSEMENT. CITY/AGENCY recognizes that Consultant may incur certain expenses of a non-personal nature in the performance of Consultant's duties under this Agreement. CITY/AGENCY agrees to reimburse or to pay for an amount not to exceed THREE HUNDRED DOLLARS (\$300.00) per a month for such business expenses that are incurred by Consultant in the performance of Consultant's duties in accordance with CITY/AGENCY's expense reimbursement procedures, as the same may be updated and/or amended from time to time by the City Council.

ARTICLE 6. NO BENEFITS

6.1 Except as otherwise provided under Article 5 of the Agreement, Consultant shall not receive any benefits, incentives, compensation in lieu of benefits or any other form of compensation above the hourly compensation provided under Article 5, above. As Consultant is billed out on an hourly basis, the Parties acknowledge, understand and agree that Consultant need not be enrolled under CalPERS pursuant to Section 4 of that certain contract amendment entitled "Amendment to Contract between the Board of Administration of the Public Employees' Retirement System and the City Council of the City of Cudahy" approved by way of City Council Ordinance No. 2259 on March 28, 1989 (hereinafter, the "1989 Amendment"). The contract-based exclusion from enrollment set forth under the 1989 Amendment is authorized pursuant to Government Code Section 20502.

6.2 Consultant acknowledges, understands and agrees that Consultant is not a regular employee of the CITY/AGENCY and is not entitled receive any benefits generally available to employees of the CITY/AGENCY, including but not limited to medical insurance, dental insurance, sick leave, paid vacation, retirement benefits, unemployment benefits or otherwise which accrue to employees of the CITY/AGENCY, and hereby expressly waives any right or claim to such benefits.

ARTICLE 7. INDEMNITY

7.1 To the extent permitted by law, Staffing Firm will defend, and hold CITY/AGENCY and its directors, officers, agents, representatives, and employees (collectively "Indemnitees") harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by Staffing Firm or Staffing Firm's officers, employees, or authorized agents breach of this Agreement; its failure to discharge its material duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of Staffing Firm or Staffing Firm's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.2 To the extent permitted by law, CITY/AGENCY will defend, and hold Staffing Firm and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by CITY/AGENCY or CITY's officers, employees, or

authorized agents breach of this Agreement; its failure to discharge its duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of CITY/AGENCY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.3 CITY/AGENCY shall have the right to offset against the amount of any compensation due Staffing Firm under this Agreement any amount due CITY/AGENCY from Staffing Firm as a result of Staffing Firm's failure to pay CITY/AGENCY promptly any indemnification arising under this Article and related to Staffing Firm's failure to either (i) pay legally required taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

7.4 The obligations of Staffing Firm under this Article will not be limited by the provisions of any workers' compensation act or similar act. Staffing Firm expressly waives its statutory immunity under such statutes or laws as to CITY/AGENCY and CITY/AGENCY's elected and appointed officials, officers, employees, agents and volunteers.

7.5 Staffing Firm 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 Staffing Firm in the performance of this Agreement. In the event Staffing Firm fails to obtain such indemnity obligations from others as required herein, Staffing Firm agrees to be fully responsible and indemnify, hold harmless and defend CITY/AGENCY and CITY/AGENCY'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 reckless, negligent, or otherwise wrongful acts, errors or omissions of Staffing Firm's subcontractors or any other person or entity involved by, for, with or on behalf of Staffing Firm in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY/AGENCY's choice.

7.6 CITY/AGENCY does not, and shall not, waive any rights that it may possess against Staffing Firm because of the acceptance by CITY/AGENCY, or the deposit with CITY/AGENCY, 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.

7.7 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/AGENCY may have at law or in equity. Notwithstanding anything to the contrary in this Agreement, Staffing Firm shall have no obligation of indemnity, or liability for any claims to the extent arising out of CITY/AGENCY negligence or willful misconduct, or failure to comply with the requirements of this Agreement.

8. INSURANCE

8.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Staffing Firm agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under the Contract) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of the various services, functions, duties and tasks set forth under the Contract as described below. Throughout the term of the Contract, the Staffing Firm shall procure and maintain the following policies of insurance:

- a. **Workers' Compensation Insurance/ Employer's Liability Insurance:** Consultant shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY/AGENCY and CITY/AGENCY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
- b. **Professional Liability Insurance:** For the full term of this Agreement and for a period of two (2) 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 claim and shall be endorsed to include contractual liability.

ARTICLE 9. BUSINESS RELATED EQUIPMENT

Consultant acknowledges, understands and agrees that he will not receive, nor shall he be entitled to any type of personal mobile communication device for the performance of his duties under this Agreement such as a cell phone or an iPad.

ARTICLE 10. CITY DOCUMENTS AND CONFIDENTIALITY

10.1 **CITY DOCUMENTS.** All data, studies, reports and other documents prepared by Consultant while performing Consultant's duties during the term of this Agreement shall be furnished to and become the property of the CITY, without restriction or limitation on their use.

10.2 **CONFIDENTIALITY.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant to the extent permitted by applicable law. Such materials shall not, without CITY/AGENCY's prior written consent, be used by Consultant for any purposes other than the performance of Consultant's duties.

ARTICLE 11. TERMINATION FOR CONVENIENCE

11.1 **TERMINATION FOR CONVENIENCE.** Consultant shall serve at the pleasure of the City Council. Consultant's engagement with CITY/AGENCY may be terminated for convenience at any time by the City Council without cause upon the issuance of written notice specifying the effective date of such termination, which may provide that such termination shall take effect immediately upon the issuance of the notice.

11.2 **NO PRE-TERMINATION HEARING.** Consultant shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate CONSULTANT's engagement.

11.3 **NO PROPERTY INTEREST.** It is understood and agreed by the PARTIES that Staffing Firm/Consultant's engagement with the CITY/AGENCY is temporary in nature and that Staffing Firm/Consultant shall have no expectation of ongoing or long-term employment with the CITY/AGENCY. Nothing in this Agreement shall confer upon Staffing Firm/Consultant any right or property interest in employment with CITY/AGENCY.

11.4 NO SEVERANCE PAY. Consultant expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement prior to the expiration of the Term or any extension term.

11.5 STAFFING FIRM TERMINATION. Staffing Firm may terminate this Agreement at any time without cause and for convenience, provided it provides the City Council with no less than fifteen (15) calendar days advance written notice prior to the effective date of termination. The City Council may shorten the effective date of any termination for convenience initiated by Staffing Firm in the City Councils' sole and absolute discretion.

ARTICLE 12. TERMINATION FOR CAUSE

12.1 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 10.1B and 10.1C 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 fifteen (15) calendar days of the non-defaulting PARTY's issuance of a written notice of default (hereinafter, a "Notice of Default") to the defaulting party.
- B. CITY/AGENCY, 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 Staffing Firm/Consultant written notice of CITY/AGENCY's intent to suspend Staffing Firm/Consultant's performance (hereinafter, a "Suspension Notice"). CITY/AGENCY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Staffing Firm/Consultant shall be compensated only for those services rendered up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY/AGENCY shall operate to prohibit or otherwise restrict CITY/AGENCY's ability to suspend this Agreement as provided herein.
- C. 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.
- D. 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/AGENCY at law or under this Agreement in the event of any breach of this Agreement, CITY/AGENCY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

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

CITY/AGENCY may seek legal fees plus other costs and expenses that CITY/AGENCY incurs upon Staffing Firm's breach of this Agreement or in the CITY/AGENCY's exercise of its remedies under this Agreement.

- E. In the event CITY/AGENCY is in breach of this Agreement, Staffing Firm/Consultant's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Staffing Firm/Consultant under this Agreement for services rendered.

ARTICLE 13. CONDITIONS OF CONSULTANT'S SERVICES

13.1 CONFLICT-OF-INTEREST. CITY/AGENCY shall direct Consultant to sign a separate writing stating the following obligations: Consultant shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business within the corporate limits of CITY/AGENCY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. Consultant further agrees not to invest in any other real estate or property improvements within the corporate limits of CITY/AGENCY during the term of this Agreement without the prior consent of the City Council.

13.2 CONSULTANT VEHICLE. Consultant shall provide his transportation to and from the worksite.

ARTICLE 14. GENERAL PROVISIONS

14.1 NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY/AGENCY at the address below, and at the last known address maintained in CITY/AGENCY's contract file. Staffing Firm agrees to notify CITY/AGENCY, in writing, of any change in Staffing Firm's address during Consultant's employment with CITY/AGENCY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY/AGENCY's Notice Address:

City of Cudahy
Attn: Steven Dobrenen, Finance Director
5220 Santa Ana Street
Cudahy, California 90201

Staffing Firm's Address:

HR Dynamics and Performance Management
Principal, Rhonda Strout
461 Green Orchard Place
Riverside, CA 92506
Phone: 951-999-1617

14.2 BONDING. CITY/AGENCY shall bear the full cost of any fidelity or other bonds required of the Staffing Firm under any laws or ordinance.

14.3 BACKGROUND CHECK. Within three (3) calendar days of the effective date of this Agreement, Consultant shall contact the City's Human Resources Department to schedule a LiveScan fingerprinting. Consultant shall not commence any Services relating to this Agreement until the LiveScan results have been reviewed by the Human Resources Department. A negative LiveScan report may result in the termination of this Agreement.

14.4 ENTIRE AGREEMENT. This Agreement, including the General Conditions of Assignment and the Terms of Payments incorporated herein and attached hereto as "Exhibit A," is intended to be the final, complete, and exclusive statement of the terms of Staffing Firm/Consultant's engagement with the CITY/AGENCY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of Staffing Firm/Consultant, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY/AGENCY, now or in the future, apply to Staffing Firm/Consultant and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

14.5 AMENDMENTS. This Agreement may not be amended except in the form of a written amendment to this Agreement approved by the City Council.

14.6 WAIVER. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

14.7 ASSIGNMENT. Staffing Firm/Consultant shall not assign any rights or obligations under this Agreement. CITY/AGENCY may, upon prior written notice to Staffing Firm/Consultant, assign its rights and obligations hereunder.

14.8 SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

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

14.10 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue in the County of Los Angeles, State of California.

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

interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the PARTIES to this Agreement and by no other means. Each PARTY waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

14.12 ACKNOWLEDGMENT. Staffing Firm acknowledge that it has had the opportunity to consult legal counsel in regard to this Agreement, that it has read and understands this Agreement, that it is fully aware of its legal effect, and that it has entered into it freely and voluntarily and based on Staffing Firm's own judgment and not on any representations or promises other than those contained in this Agreement.

14.13 COUNTERPARTS. This Agreement shall be executed in four (4) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Staffing Firm, one counterpart shall be retained by the Human Resources Department, one counterpart shall be retained by the Office of the City Manager, and the fourth counterpart shall be retained by the City Clerk for permanent archiving by the CITY/AGENCY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, CITY/AGENCY has caused this Agreement to be signed and executed on the date first indicated above.

CITY OF CUDAHY in its CAPACITY AS SUCCESSOR AGENCY HR Dynamics and Performance Management

By: 
Chris Garcia,
Chair

By: 
Rhonda Strout
Principal

Date: 9/2/14

Date: 9/2/14

APPROVED AS TO FORM:

By: 
Isabel Birrueta, City Attorney

EXHIBIT "A"
SCOPE OF WORK

I. Services

- Assist the City Council with:
 - Economic Development
 - Facilitate Strategic Plan
 - Successor Agency

- Conduct a Series of Workshops for:
 - Code Enforcement workshop
 - City Commissions workshops
 - Joint Planning Commission/City Council

- Assist in the Development of the Fiscal Budget
- Conduct the City Manager Recruitment process and background check
- Executive Coaching
- Organizational Development of Staff
- Assist in the search for a new insurance provider

II. Compensation

Compensation Calculation

Hourly Rate	\$85.00/hr.
Expected Work Hours	240 hours per month (not to exceed 40 hours per a week)
Expected Working Days	172 days
Calendar Period	August 3, 2014 – January 22, 2015



Item Number

11A

STAFF REPORT

Date: November 25, 2014

To: Honorable Mayor & City Council Members

From: Jose E. Pulido, City Manager
By: Amerin Aborjaily, Associate Attorney

Subject: **First reading, Introduction of Ordinance No. 643, Regarding Water Quality and Regulations Imposed by the State Water Resources Control Board Due to Water Shortage in the State of California**

RECOMMENDATION

The City Council is requested to introduce Ordinance No. 643, Adding Chapter 13.16 to the City of Cudahy's Municipal Code Relating to Water Conservation.

BACKGROUND

On January 17, 2014 Governor Edmond G. Brown Jr. issued an Executive Order declaring a State of Emergency to exist in California due to severe drought conditions. On April 25, 2014 Governor Edmond G. Brown Jr. issued an Executive Order to strengthen the State's ability to manage water and habitat effectively in drought conditions and called on all Californians to redouble their efforts to conserve water.

On July 15, 2014, the State Water Resources Control Board found that an emergency exists due to severe drought conditions and adopted emergency regulations that require water agencies within the State impose conservation measures and water waste prohibitions, including the implementation of water shortage contingency plans that include mandatory restrictions on the number of water days, and imposition of fines for violations.

On July 28, 2014 the State of California Office of Administrative Law approved adoption of Article 22.5 Drought Emergency Water Conservation pursuant to Section 1058.5 of the California State Water Code requiring water agencies within the state to impose conservation measures and water waste prohibitions including mandatory restrictions on the number of watering days and the

imposition of fines for violations, and placed prohibitions on certain water use activities by all Californians.

The prohibitions placed on certain water use activities by all persons in the regulations may be enforced by local agencies, including the imposition of fines, pursuant to 23 CFR section 864. Nothing in the regulations or in the enforcement provisions of the regulations, preclude a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulations adopted by the State and local agencies retain their enforcement discretion in enforcing the regulations, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

At the August 19, 2014 City Council meeting, direction was given to staff to develop an ordinance consistent with the following options:

Option 1

Adopt an ordinance which allows City employees (likely code enforcement employees) to impose fines for individuals that are found to be conducting any of the prohibited activities pursuant to Section 864 of the State regulations. These prohibited activities are:

1. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
2. The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
3. The application of potable water to driveways and sidewalks; and
4. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

Section 864 allows local agencies to impose fines for violations of these prohibitions of up to \$500 per day per violation.

Option 2

A second option encouraging water conservation is to direct City staff to provide informational materials to properties that are the subject of complaints of water usage violations and inform the community that they should call a designated City department to file complaints of violations of Section 864.

Option 3

The State regulations do not preclude local agencies from adopting conservation measures. Water agencies use water shortage conversation plans to monitor the water usage of their customers so they can adjust water usage restrictions accordingly. The City does not have access or control over that water usage data, however the City could explore options other non-water-agency cities are using to encourage and/or enforce water conservation in their jurisdictions.

ANALYSIS

The City of Cudahy ("City") is not a water agency in the State of California, and water is provided to residents and businesses in the City through three water agencies. Therefore, the mandatory regulations the State has placed on water agencies and their water shortage conservation plans do not apply the City. The State will however, be working with the water agencies providing water to the City residents and businesses to implement water conversation efforts, such as providing additional education and information concerning the ongoing water shortage conditions to water customers and encouraging voluntary reduction in water usage.

To aid the ongoing state-wide water conservation efforts, the proposed ordinance includes the following:

Prohibitions on Water Usage. To promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by any state or federal governmental agency:

1. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
2. The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
3. The application of potable water to driveways and sidewalks; and
4. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

Enforcement.

1. No person within the City of Cudahy shall use or permit the use of water in a manner contrary to Subsection C above. For purposes of this chapter, the term "person" shall mean any natural person, corporation, partnership, sole proprietorship, public or private entity, public or private association, public or private agency, governmental agency or institution, school district, or college university.
2. Unless otherwise provided, any person who violates any provision of Chapter 13.16 shall be guilty of an infraction or misdemeanor as hereinafter specified at the City's discretion, and each day or portion thereof such violation is in existence shall be a new and separate offense.

3. Fines. The following penalty schedule shall apply to violations of this chapter:
 - a. Any person who violates any of the prohibitions of this chapter shall be guilty of an infraction and shall be issued a Violation Notice for the first such offense in a single calendar year.
 - b. Any person who violates any of the prohibitions of this chapter for a second time in a single calendar year shall be guilty of an infraction and shall be subject to a fine of one hundred dollars (\$100.00).
 - c. Any person who violates any of the prohibitions of this chapter for a third time in a single calendar year shall be guilty of an infraction and shall be subject to a fine of two hundred dollars (\$200.00).
 - d. Any person who violates any of the prohibitions of this chapter four or more times in a single calendar year shall be guilty of an infraction and shall be subject to a fine of five hundred (\$500.00).

Additional Penalties. Subsection D of this section notwithstanding, a violation under Section D above may be charged and prosecuted as a misdemeanor at the City's sole discretion.

1. In addition to the above penalties, such convicted person may, in the discretion of the court, be ordered to reimburse the City for all necessary costs incurred through investigation, discovery, analysis, inspection, abatement and other actual costs incurred by the City or its agents pertaining to the violation.
2. The court shall fix the amount of any such reimbursements upon submission of proof of such costs by the city. Payment of any penalty herein provided shall not relieve a person from the responsibility of correcting the condition resulting from the violation.

CONCLUSION

If adopted the City would begin enforcement of violations set forth above. However, if not adopted, all enforcement will continue to be the responsibility of the subject water district and agencies.

FINANCIAL IMPACT

There will be no immediate impact to the general fund for enforcement of the proposed ordinance. If citations are issued there will be a fine which would contribute to the City's general fund, however it is not possible to foresee the number of citations that will be issued.

ATTACHMENTS

- A. STATE WATER RESOURCES CONTROL BOARD RESOLUTION 2014-0038
- B. PROPOSED ORDINANCE NO. 643

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2014-0038**

TO ADOPT AN EMERGENCY REGULATION
FOR STATEWIDE URBAN WATER CONSERVATION

WHEREAS:

1. On April 25, 2014, Governor Edmund G. Brown Jr. issued an [executive order](#) to strengthen the state's ability to manage water and habitat effectively in drought conditions and called on all Californians to redouble their efforts to conserve water. The executive order finds that the continuous severe drought conditions present urgent challenges across the state including water shortages in communities and for agricultural production, increased wildfires, degraded habitat for fish and wildlife, threat of saltwater contamination, and additional water scarcity if drought conditions continue into 2015. The [National Integrated Drought Information System](#) reported that nearly 80% of the state was reported to be under "extreme" drought conditions at the end of June;
2. The executive order refers to the [Governor's Proclamation No. 1-17-2014](#), issued on January 17, 2014, declaring a State of Emergency to exist in California due to severe drought conditions. The January Proclamation notes that the state is experiencing record dry conditions, with 2014 projected to become the driest year on record. Since January, state water officials indicate that reservoirs, rainfall totals and the snowpack remain critically low. This follows two other dry or below average years, leaving reservoir storage at alarmingly low levels. The January Proclamation highlights the State's dry conditions, lack of precipitation and the resulting effects on drinking water supplies, the cultivation of crops, and the survival of animals and plants that rely on California's rivers and streams. The January Proclamation also calls on all Californians to reduce their water usage by 20 percent;
3. There is no guarantee that winter precipitation will alleviate the drought conditions that the executive orders address, which will lead to even more severe impacts across the state if the drought wears on;
4. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: "prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter's priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports";
5. Over 400,000 acres of farmland are expected to be fallowed, thousands of people may be out of work, communities risk running out of drinking water, and fish and wildlife will suffer.

6. Many Californians have taken bold steps over the years and in this year to reduce water use; nevertheless, the dire nature of the current drought requires additional conservation actions from residents and businesses. Some severely affected communities have implemented water rationing, limiting water use in some cases to only 50 gallons per person per day, foregoing showers, laundry, toilet flushing, and all outdoor watering.
7. Water conservation is the easiest, most efficient and most cost effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved this summer is water available next year, giving water suppliers the flexibility to manage their systems efficiently. The more water that is conserved now, the less likely it is that a community will experience such dire circumstances that water rationing is required ;
8. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water;
9. Public information and awareness is critical to achieving conservation goals and the Save Our Water campaign, run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response (<http://saveourwater.com>).
10. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated;
11. The emergency regulations set a minimum standard requiring only modest lifestyle changes across the state. Many communities are already doing more and have been for years. They should be commended, but can and should do more. Others are not yet doing so and should at least do this, but should do much more given the severity of the drought;
12. On July 8, 2014, the State Water Board issued public notice that the State Water Board would consider the adoption of the regulation at the Board's regularly-scheduled July 15, 2014 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations;
13. On April 25, 2014, the Governor suspended the California Environmental Quality Act's application to the State Water Board's adoption of emergency regulations pursuant to Water Code section 1058.5 to prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion of water, to promote water recycling or water conservation;
14. As discussed above, the State Water Board is adopting the emergency regulation because of emergency drought conditions, the need for prompt action, and current limitations in the existing enforcement process;

15. Disadvantaged communities may require assistance in increasing water conservation and state agencies should look for opportunities to provide assistance in promoting water conservation;
16. Nothing in the regulations or in the enforcement provisions of the regulations, preclude a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulations adopted by this resolution and local agencies retain their enforcement discretion in enforcing the regulations, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, sections 863, 864, and 865, as appended to this resolution as an emergency regulation;
2. The State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval;
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes;
4. These regulations shall remain in effect for 270 days after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions, or unless the State Water Board renews the regulations due to continued drought conditions as described in Water Code section 1058.5;
5. The State Water Board directs staff to provide the Board with monthly updates on the implementation of the emergency regulations and their effect;
6. Directs State Water Board staff to condition funding upon compliance with the emergency regulations, to the extent feasible;
7. Directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulations; and
8. Directs State Water Board staff in developing an electronic reporting portal to include data fields so that local agencies may provide monthly reporting data on (i) conservation-related implementation measures or enforcement actions taken by the local agency and (ii) substitution during the drought of potable water with recycled water to extend water supplies.

THEREFORE BE IT FURTHER RESOLVED THAT:

9. The State Water Board commends water suppliers that have increased conservation messaging and adopted innovative strategies to enhance customer awareness of water use, such as applications that let customers compare their water use to water use by others; reduce system losses, such as fixing system leaks which can deplete supplies by 10 percent or more; and establish incentives to reduce demand, such as tiered or drought rate structures. The State Water Board also commends all Californians that have already been working to maximize their conservation efforts, both at home and at work;
10. The State Water Board calls upon water suppliers to take the following actions:

Educate customers and employees

- Retail water suppliers should provide notice of the regulations in English and Spanish in one or more of the following ways: newspaper advertisements, bill inserts, website homepage, social media, notices in public libraries;
- Wholesale suppliers should include reference to the regulations in their customer communications;
- All water suppliers should train personnel on the regulations;
- All water suppliers should provide signage where recycled or reclaimed water is being used for activities that the emergency regulations prohibit with the use of potable water, such as operation of fountains and other water features;
- All water suppliers should redouble their efforts to disseminate information regarding opportunities and incentives to upgrade indoor fixtures and appliances;
- All water suppliers should use education and the tools available through the Save Our Water website (<http://saveourwater.com>); and
- All water suppliers should educate and prepare their boards and councils on the drought response actions contained in the emergency regulations and in this resolution, and to make sure that drought response items are placed on agendas as early as possible;

Increasing local supplies

- All water suppliers should accelerate the completion of projects that will conserve potable water by making use of non-potable supplies, such as recycled water, “greywater,” and stormwater collection projects;
- All water suppliers should improve their leak reporting and response programs and request that police and fire departments and other local government personnel report leaks and water waste that they encounter during their routine duties/patrols;
- Smaller water suppliers – those with fewer than 3,000 service connections – should take proactive steps to secure their communities’ water supplies and educate their customers about water conservation and the status of their supply reserves;
- All water suppliers should conduct water loss audits and make leak detection and repair a top priority for the duration of the drought; and
- All urban water suppliers should evaluate their rate structures and begin to implement needed changes as part of planning for another dry year. Information and assistance on setting and implementing drought rates is available from the Alliance for Water Efficiency. (<http://www.allianceforwaterefficiency.org/>).

11. The State Water Board calls on all Californians to take the following additional actions:
 - Further reduce water demand, whether by using less water in daily routines indoors and out, retrofitting appliances and installing greywater and rainwater catchment systems; and
 - Check residential and business water bills to see if there are high charges that may indicate a leak and to fix the leak, if they are able, or contact their local water utility if they need assistance.

12. The State Water Board encourages its staff, the Department of Water Resources, the Public Utilities Commission, urban water suppliers, and other local agencies to look for opportunities to encourage and promote new technologies that reduce water usage, including through timely access to water usage information and behavioral response.

13. The State Water Board encourages all state and local agencies to look for additional opportunities to minimize potable water use in outdoor spaces.

14. The State Water Board encourages investor-owned utilities to expeditiously submit applications for implementation of the regulations to the California Public Utilities Commission.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on July 15, 2014.

AYE: Chair Felicia Marcus
 Vice Chair Frances Spivy-Weber
 Board Member Steven Moore
 Board Member Dorene D'Adamo

 NAY: None

 ABSENT: Board Member Tam M. Doduc

 ABSTAIN: None



 Jeanine Townsend
 Clerk to the Board

PROPOSED TEXT OF EMERGENCY REGULATIONS

Article 22.5. Drought Emergency Water Conservation

Sec. 863 Findings of Drought Emergency

(a) The State Water Resources Control Board finds as follows:

(1) On January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions;

(2) On April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions;

(3) The drought conditions that formed the basis of the Governor's emergency proclamations continue to exist;

(4) The present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and

(5) The drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will likely be necessary to further promote conservation.

Authority: Wat. Code, § 1058.5.

References: Wat. Code, §§ 102, 104, 105.

Sec. 864 Prohibited Activities in Promotion of Water Conservation

(a) To promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

(1) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(3) The application of potable water to driveways and sidewalks; and

(4) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

(b) The taking of any action prohibited in subdivision (a) of this section, in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs.

Authority: Wat. Code, § 1058.5.

References: Wat. Code, §§ 102, 104, 105.

PROPOSED TEXT OF EMERGENCY REGULATIONS

Sec. 865 Mandatory Actions by Water Suppliers

(a) The term “urban water supplier,” when used in this section, refers to a supplier that meets the definition set forth in Water Code section 10617, except it does not refer to suppliers when they are functioning solely in a wholesale capacity, but does apply to suppliers when they are functioning in a retail capacity.

(b)(1) To promote water conservation, each urban water supplier shall implement all requirements and actions of the stage of its water shortage contingency plan that imposes mandatory restrictions on outdoor irrigation of ornamental landscapes or turf with potable water.

(2) As an alternative to subdivision (b)(1), an urban water supplier may submit a request to the Executive Director for approval of an alternate plan that includes allocation-based rate structures that satisfies the requirements of chapter 3.4 (commencing with section 370) of division 1 of the Water Code, and the Executive Director may approve such an alternate plan upon determining that the rate structure, in conjunction with other measures, achieves a level of conservation that would be superior to that achieved by implementing limitations on outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week.

(c) To promote water conservation, each urban water supplier that does not have a water shortage contingency plan or has been notified by the Department of Water Resources that its water shortage contingency plan does not meet the requirements of Water Code section 10632 shall, within thirty (30) days, limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week or shall implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

(d) In furtherance of the promotion of water conservation each urban water supplier shall prepare and submit to the State Water Resources Control Board by the 15th of each month a monitoring report on forms provided by the Board. The monitoring report shall include the amount of potable water the urban water supplier produced, including water provided by a wholesaler, in the preceding calendar month and shall compare that amount to the amount produced in the same calendar month in 2013. Beginning October 15, 2014, the monitoring report shall also estimate the gallons of water per person per day used by the residential customers it serves. In its initial monitoring report, each urban water supplier shall state the number of persons it serves.

(e) To promote water conservation, each distributor of a public water supply, as defined in Water Code section 350, that is not an urban water supplier shall, within thirty (30) days, take one or more of the following actions:

(1) Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or

(2) Implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

Authority: Wat. Code, § 1058.5.

References: Wat. Code, §§ 102, 104, 105; 350; 10617; 10632.

ORDINANCE NO. 643

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADDING CHAPTER 13.16 TO THE CUDAHY MUNICIPAL CODE RELATING TO WATER CONSERVATION

WHEREAS, on April 25, 2014, Governor Edmund G. Brown Jr. issued an executive order to strengthen the state’s ability to manage water and habitat effectively in drought conditions and called on all Californians to redouble their efforts to conserve water; and

WHEREAS, Water Code section 1058.5 grants the California State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports”; and

WHEREAS, on July 15, 2014, the State Water Board adopted California Code of Regulations, Title 23, sections 863, 864, and 865, as emergency regulations; and

WHEREAS, these regulations shall remain in effect for 270 days after filing with the Secretary of State (until April 25, 2014) unless the State Water Board determines that it is no longer necessary due to changed conditions, or unless the State Water Board renews the regulations due to continued drought conditions as described in Water Code section 1058.5; and

WHEREAS, the regulations authorize local agencies to fine, in addition to other civil and criminal penalties, for violations of certain prohibitions on water usage; and

WHEREAS, the City of Cudahy (“City”), as a local agency concerned with the ongoing drought conditions in its jurisdiction and in the State of California generally, desires to incorporate the state emergency regulations on water usage into its Municipal Code and implement a fine schedule for violations of the water usage prohibitions pursuant to its authority under 23 CFR section 864.

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

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. Chapter 13.16 is hereby added to Title 13 of the Cudahy Municipal Code to read:

Chapter 13.16

WATER CONSERVATION

13.16.010 Water Usage Prohibitions Applying to All Persons

- A. Authorization. This chapter establishes water conservation measures to be applied City-wide pursuant to the authority granted to the City under 23 CFR § 864. This chapter shall remain in effect so long as its provisions are authorized under Federal and State law.
- B. Application. The water conservation requirements under this chapter shall apply to all persons within the City of Cudahy.
- C. Prohibitions on Water Usage. To promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by any state or federal governmental agency:
1. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
 2. The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
 3. The application of potable water to driveways and sidewalks; and
 4. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.
- D. Enforcement.
1. No person within the City of Cudahy shall use or permit the use of water in a manner contrary to Subsection C above. For purposes of this chapter, the term “person” shall mean any natural person, corporation, partnership, sole proprietorship, public or private entity, public or private association, public or private agency, governmental agency or institution, school district, or college university.
 2. Unless otherwise provided, any person who violates any provision of this chapter shall be guilty of an infraction or misdemeanor as hereinafter specified at the City’s discretion, and each day or portion thereof such violation is in existence shall be a new and separate offense.

3. Fines. The following penalty schedule shall apply to violations of this chapter:

- a. Any person who violates any of the prohibitions of this chapter shall be guilty of an infraction and shall be issued a Violation Notice for the first such offense in a single calendar year.
- b. Any person who violates any of the prohibitions of this chapter for a second time in a single calendar year shall be guilty of an infraction and shall be subject to a fine of one hundred dollars (\$100.00).
- c. Any person who violates any of the prohibitions of this chapter for a third time in a single calendar year shall be guilty of an infraction and shall be subject to a fine of two hundred dollars (\$200.00).
- d. Any person who violates any of the prohibitions of this chapter four or more times in a single calendar year shall be guilty of an infraction and shall be subject to a fine of five hundred (\$500.00).

E. Additional Penalties. Subsection D of this section notwithstanding, a violation under Section D above may be charged and prosecuted as a misdemeanor at the City's sole discretion.

1. In addition to the above penalties, such convicted person may, in the discretion of the court, be ordered to reimburse the City for all necessary costs incurred through investigation, discovery, analysis, inspection, abatement and other actual costs incurred by the City or its agents pertaining to the violation.
2. The court shall fix the amount of any such reimbursements upon submission of proof of such costs by the city. Payment of any penalty herein provided shall not relieve a person from the responsibility of correcting the condition resulting from the violation.

SECTION 3. Inconsistent Provisions. Any provision of the Cudahy Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 4. Severability. 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 portions of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. California Environmental Quality Act. The City finds that the provisions of this Ordinance are exempt from the provisions of the California Environmental Quality Act as an action to protect natural resources pursuant to Public Resources Code §15307.

SECTION 6. Publication. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2014.

Chris Garcia, Mayor
City of Cudahy

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk

CERTIFICATION

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

I, Donna G. Schwartz, Interim City Clerk of the City of Cudahy, hereby certify that Ordinance No. 643 was introduced by the City Council at a special meeting on November 25th, 2014 and adopted at regular meeting of the City Council of the City of Cudahy on the _____ day of _____, 2014 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Donna G. Schwartz, CMC
Interim City Clerk



Item Number

11B

STAFF REPORT

Date: November 25, 2014
To: Honorable Mayor & City Council Members
From: Jose E. Pulido, City Manager
By: Isabel Birrueta, Assistant City Attorney
Subject: Resolution No. 14-83, adopting the City Council Meeting Rules of Procedure, Debate and Decorum Policy

RECOMMENDATION

It is staff's recommendation that the City Council adopt Resolution No. 14-83.

BACKGROUND

The City of Cudahy ("City") has adopted Robert's Rules of Order to govern the proceedings of all Cudahy City Council meetings pursuant to Section 2.04.050 of the Cudahy Municipal Code. The City has also adopted a Code of Ethics governing Council Member conduct pursuant to Resolution No. 12-13.

Robert's Rules of Order are extremely voluminous and are comprised of hundreds of pages; therefore, many cities have adopted a policy containing the most commonly used rules of debate to use as a guideline for conducting meetings.

ANALYSIS

The Cudahy City Council ("City Council") desires to adopt a policy outlining City Council meeting rules of procedure, debate and decorum. The proposed Meeting Rules of Procedure, Debate and Decorum Policy is comprised of those rules adopted by the City in the Cudahy Municipal Code, Robert's Rules of Order, and the City's Code of Ethics.

FINANCIAL IMPACT

None.

ATTACHMENTS

- A. RESOLUTION NO.14-83, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADOPTING THE CITY COUNCIL MEETING RULES OF PROCEDURE, DEBATE AND DECORUM POLICY

RESOLUTION NO. 14-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADOPTING THE CITY COUNCIL MEETING RULES OF PROCEDURE, DEBATE AND DECORUM POLICY

WHEREAS, the City of Cudahy (“City”) has adopted Robert’s Rules of Order to govern the proceedings of all Cudahy City Council meetings pursuant to Section 2.04.050 of the Cudahy Municipal Code; and

WHEREAS, the City has adopted a Code of Ethics governing Council Member conduct pursuant to Resolution No. 12-13; and

WHEREAS, the Cudahy City Council (“City Council”) desires to adopt a policy outlining meeting rules of procedure, debate and decorum; and

WHEREAS, the proposed Meeting Rules of Procedure, Debate and Decorum Policy is comprised of rules adopted by the City in the Cudahy Municipal Code, Robert’s Rules of Order, and the City’s Code of Ethics.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. The Cudahy City Council hereby adopts the following City Council Meeting Rules of Procedure, Debate and Decorum Policy:

CITY OF CUDAHY MEETING RULES OF PROCEDURE, DEBATE and DECORUM POLICY

I. Presiding Officer

The presiding officer of Cudahy City Council meetings shall be the Mayor, or in the Mayor’s absence, the Vice Mayor.

II. Procedure for Opening Debate

1. A City Council Member makes a motion.
2. The motion is seconded.
3. Once the motion is seconded, the presiding officer [Mayor] ‘states the question’ on the motion: “The motion to _____ is now pending.”

4. The presiding officer then gives the maker of the motion the first opportunity to speak/debate on the motion. Remaining Council Members are then given the opportunity to speak on the motion.

III. Limits on Debate/Rebuttal

In debate, each Council Member has the right to speak twice on the same question on the same day, but cannot make a second speech on the same question so long as any member who has not spoken on that question desires the floor. A Council Member who has spoken twice on a particular question on the same day has exhausted his right to debate the question for that day.

IV. Time Limit on Individual Council Member

Notwithstanding section 42 of Robert's Rules of Order which provides for a twenty (20) minute time limit on each member's debate, at any time after five (5) minutes, the presiding officer may terminate a Council Member's debate.

V. Calling the Question

Any Council Member may move to 'call for the question' on an item which is being considered. The motion requires a second, is not debatable, and must pass by a majority vote. If the motion carries, the item is no longer debatable, and the City Council must vote on it.

VI. Interrupting a Council Member and Points of Order or Inquiry

When a Council Member has been assigned the floor and has begun to speak – unless he begins to discuss a subject when no motion is pending or speaks longer in debate than the rules of the Council allow – he cannot be interrupted by another member or by the chair except in limited circumstances when the urgency of the situation justifies it, such as for a Point of Order when the Council Member speaks in violation of the rules of this Policy or Robert's Rules of Order, or is in violation of the City's Code of Ethics.

A Council Member may direct a Point of Inquiry or Point of Information to the presiding officer for information relevant to the business at hand or to obtain information on the rules of the Council. It is the duty of the presiding officer to answer such questions when it may assist a member to make an appropriate motion, raise a proper Point of Order, or understand the effect of a motion. A Council Member may not interrupt the presiding officer, or another Member who has the floor, to ask the presiding officer a Point of Inquiry or Information unless the Point of Inquiry or Information requires an immediate response.

VII. Duties of Presiding Officer

A. It is the presiding officer's responsibility to enforce the rules of debate and the rules relating to order and decorum of the Council.

B. The presiding officer should not enter into discussion of the merits of the pending questions. Although the presiding officer should give close attention to each Council Member's remarks during debate, he cannot interrupt the person that has the floor so long as that person does not violate any of the Council's rules and no disorder arises.

C. The presiding officer cannot close debate so long as any Council Member who has not exhausted his right to debate desires the floor, except by order of the Council, which requires a two-thirds vote.

VIII. Council Decorum

A. Council Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the Council and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of meetings.

B. Debate must be confined to the merits of the pending question.

C. Council Members must address their remarks to the presiding officer, and maintain a courteous tone, especially in reference to any divergence of opinion.

D. Council Members should refer to officers only by title and should avoid the mention of others' names as much as possible.

E. Council Members will refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of other members of the City Council, boards, commissions, and committees, the staff or the public.

SECTION 3. This Resolution shall take effect immediately upon its adoption, except as otherwise provided herein. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at the special meeting of this 25th day of November, 2014.

Chris Garcia,
Mayor

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk

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

I, Donna Schwartz, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No.14-82 was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a special meeting of said Council held on the 25th day of November, 2014 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Donna G. Schwartz, CMC
Interim City Clerk