



**AGENDA
CUDAHY CITY COUNCIL
CITY OF CUDAHY AS SUCCESSOR AGENCY TO
THE CUDAHY DEVELOPMENT COMMISSION**

A Regular/Special Joint Meeting to be held in the City Council Chambers,
5240 Santa Ana Street, Cudahy, California
Tuesday – April 15, 2014 – 6:30 P.M. **(OPEN SESSION)**

**CALL TO ORDER OF JOINT MEETING OF THE CUDAHY CITY COUNCIL AND THE CITY
COUNCIL AS SUCCESSOR AGENCY TO THE CUDAHY REDEVELOPMENT AGENCY**

JOINT ROLL CALL

Councilmember Guerrero
Councilmember Oliva
Councilmember Sanchez
Vice Mayor Markovich
Mayor Garcia

Pledge of Allegiance led by Student of the month, Yunuen Tapia

Invocation will be led by father Parrish Miguel Angel Gutierrez Gonzalez from Sagrado Corazon Church.

Presentations:

- Nationwide Environmental Services
- Proclamation to Cudahy Library
- Presentation by Public Council: Proposed partnership with the City of Cudahy to provide a child care facility located at a City Facility.
- Farmers Market/Swapmeet Presentation by Fenix Corp. 501C(3)

3. PUBLIC COMMENT

Mayor: This is the time set aside for citizens to address the City Council 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 please speak into the microphone and voluntarily state your name and address. The proceedings for this meeting are recorded on an audio cd.

CITY COUNCIL COMMENTS

This is the time for the City Council 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 Councilmember will be allowed to speak for a period not to exceed four (4) minutes.

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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 agendaized. The City Attorney shall be responsible for regulating this aspect of the proceeding.

4. WAIVE FULL READING

4A. 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 to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.

Recommendation: Motion to approve as stated.

5. PUBLIC HEARING

5A. A Public hearing of the City of Cudahy to consider Resolution No. 14-20, a resolution approving projects/programs for Community Development Block Grant funding during the 2014-15 fiscal year.

(Staff report and Resolution No. 14-20 attached)

Recommendation: Motion to approve Resolution No. 14-20.

5B. A Public hearing of the City of Cudahy to consider Ordinance No. 634, an ordinance approving Zone Text Amendment 14-01 to add new definitions to subsection 20.08.10 adding "Emergency Shelters" and "Transitional and Supportive Housing," modifying CMC Subsections 20.64.040 to add "Transitional and Supportive Housing," and modifying CMC subsection 20.68.080 to add "Emergency Shelter's."

(Staff report and Ordinance No. 634 attached)

Recommendation: Motion to introduce Ordinance 634 by first reading of title only.

5C. A Public hearing of the City Council of the City of Cudahy to consider Ordinance No. 629, an ordinance adding Chapter 2.54 of Title 2 of the Cudahy Municipal Code establishing City Campaign ethics regulations.

(Ordinance No. 629 attached)

Recommendation: Motion to introduce Ordinance 629 by first reading of title only.

5D. A Public hearing of the City Council of the City of Cudahy to consider Ordinance No. 633, an ordinance amending section 2.04.020 of the Municipal Code regarding meeting dates and times.

(Ordinance No. 633 attached)

(Verbal report by Councilmember Guerrero)

Recommendation: Motion to introduce Ordinance 633 by first reading of title only.

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6. CONSENT CALENDAR

6A. A request to approve the City Demands and Payroll for the month of February, 2014.
(Staff Report and Warrants attached)

6B. A request to approve the City Treasurer's Financial Report (LAIF) for the month of February, 2014.
(Staff Report attached)

6C. A request to approve the Cash and Investment report for the month of February, 2014.
(Staff Report attached)

6D. Consideration to approve a Prop A fund exchange agreement with Palos Verdes Peninsula Transit Authority.
(Staff report and agreement attached)

6E. A request to approve a Taxicab Operator's License to Futura Taxi to allow the operation of taxi services within the City for the period of one year.
(Staff report attached)

Recommendation: *Motion to approve items 6A through 6E.*

7. BUSINESS SESSION

7A. Discussion item on the Aging and Senior Citizen Commission.
(Staff report attached)

Recommendation: *To provide direction to the Aging and Senior Citizen Commission.*

7B. Discussion item and direction to staff regarding the Consolidated Disposal agreement.
(Staff report attached)

Recommendation: *Motion to receive and file.*

7C. Discussion item and direction to staff regarding the Legislative Advocacy agreement.
(Staff report attached)

Recommendation: *Motion to receive and file.*

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7D. Consideration of Appointments and/or Reappointments to fill the April 30, 2014 scheduled vacancies on the Public Safety Commission and Planning Commission.
(Staff Report and Commission Applications attached)

***Recommendation:** It is recommended that the City Council make appointments for the vacant commission terms of May 1, 2013 through April, 30, 2015.*



7E. Consideration of Council appointments to regional organizations, citizen advisory committees, AdHoc Committees and Council Subcommittees
(Committee log attached)

***Recommendation:** For the City Council to review, discuss and make appointments to regional organizations, citizen advisory committees, Ad Hoc Committees and Council Subcommittees.*



7F. Consideration of Resolution No. 14-28, a resolution approving participation in the Los Angeles Urban County Community Development Block Grant program by authorizing the mayor, or his/her designee to sign a cooperation agreement with the county of Los Angeles.
(Resolution No. 14-28 attached)

***Recommendation:** Motion to approve Resolution No. 14-28.*



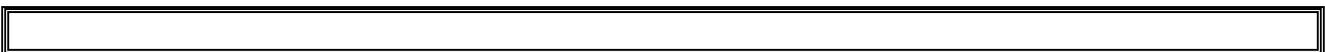
7G. Consideration of Resolution No. 14-29, a resolution establishing an exemption to the 180-waiting period for the employment of Henry Garcia as interim city manager, in accordance with Government Code Section 7522.56(f) (1).
(Resolution No. 14-29 attached)

***Recommendation:** Motion to approve Resolution No. 14-29.*



7H. Consideration of an agreement between the City and Juvenile Assistance Diversion Effort (Project JADE) for Youth Counseling Services.
(Staff report and Agreement attached)

***Recommendation:** Motion to approve the agreement and authorize the City Manager to execute the agreement.*



7I. City Manager's report on City matters.

***Recommendation:** Motion to receive and file.*

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8. COUNCIL BUSINESS

8A. Consideration and approval of Resolution No. 14-03, a resolution to modify certain parking citation fees assessed by the City's Municipal Officers and/or Code Enforcement Officers.
(Resolution No. 14-03 attached)
(Verbal report by Councilmember Guerrero and Councilmember Oliva)

Recommendation: Motion to approve Resolution No. 14-03.

8B. City Council appointments to the City Manager recruitment advisory committee.
(Verbal report by Mayor Garcia)
(Verbal report by Councilmember Guerrero)

Recommendation: For each of the City Councilmembers to appoint one member to serve in the City Manager Recruitment Advisory Committee.

8C. Consideration of Resolution No. 14-26, a resolution to terminate the professional services agreement with Consolidated Disposal Services, LLC. Effective January 1, 2025, in accordance with the termination provision(s) of the current agreement and /or amendment.
(Resolution No. 14-26 attached)
(Verbal report by Councilmember Guerrero)

Recommendation: Motion to approve Resolution No. 14-26.

8D. Consideration of Resolution No. 14-27, a resolution to terminate the professional services agreement with Legislative Advocacy Group in accordance with the termination provisions of the current agreement and to negotiate a new contract with Legislative Advocacy Group based on hourly rate for services, as needed and pre-approved fees with detailed scope of work.
(Resolution No. 14-27 attached)
(Verbal report by Councilmember Guerrero)

Recommendation: Motion to approve Resolution No. 14-27.

8E. Discussion and direction to City staff on the matter of pension reform.
(Verbal report by Councilmember Guerrero)

Recommendation: Motion to receive and file.

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8F. Discussion item on State Controller's audit status.
(Verbal report by Mayor Garcia)
(Verbal report by Councilmember Guerrero)

Recommendation: Motion to receive and file.



8G. Discussion item on Cinco de Mayo event.
(Verbal report by Mayor Garcia)

Recommendation: Motion to receive and file.



8H. Consideration of Resolution No. 14-30, a resolution establishing and updating rules to place items on City Council agendas.
(Staff Report and Resolution No. 14-30 attached)
(Mayor Garcia)

Recommendation: Motion to approve Resolution No. 14-30.



8I. Discussion item and status of relationship with California Joint Powers Insurance Authority.
(Verbal report by Councilmember Guerrero)

Recommendation: Motion to receive and file.



8J. Appointments to the Economic Development Corporation (EDC).

Recommendation: Each Councilmember to appoint a designee to serve as board member to the EDC.

9. CLOSED SESSION

9A. 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) 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.

9B. Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator(s) - Represented and Unrepresented Employees
City Designated Negotiator(s): Henry Garcia, Interim City Manager

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Employees and Employee Groups Subject to Discussion: Cudahy Miscellaneous Employees Association and all other Represented and Unrepresented Full Time and Part Time Employees of the City

9C. Closed Sessions Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator

Location of Property: 4840 Clara Street, APN 6226 025 004

City's Negotiator(s): City Manager Henry Garcia and City Attorney Isabel Birrueta

Party Negotiating With: Emiglia and Chiara Gigliotti

Under Discussion: Discussion of both price and terms of payment as relates to purchase of subject property

9D. Closed Session Pursuant to Government Code Section 54956.9(d)(2) and Government Code Section 54956.9(e)(3) - Conference with Legal Counsel to Discuss Matter involving anticipated litigation and/or significant exposure to litigation - [One (1) matter]

10. ADJOURNMENT

All public meetings conducted by the City of Cudahy are held in sites accessible to persons with disabilities. Requests for accommodations may be made by calling the Office of the City Clerk at least 72 hours in advance of the meeting. SB343 Note: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the Reception Counter at City Hall located at 5220 Santa Ana Street, Cudahy, CA. 90201. THIS AGENDA POSTED ACCORDING TO GOVERNMENT CODE REQUIREMENTS OF THE STATE OF CALIFORNIA BY THE DEPUTY CITY CLERK OF THE CITY OF CUDAHY: ANGELA BUSTAMANTE



AGENDA REPORT

MEETING DATE: April 15, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Henry Garcia, Interim City Manager

FROM: Jennifer Hernandez, Asst. Grants Coordinator

TITLE: COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE 2014-2015 FISCAL YEAR

REPORT SUMMARY:

The City has been notified that its preliminary Community Development Block Grant (CDBG) funding allocation for the 2014-2015 fiscal year is \$337,506. The purpose of this evening's public hearing is to consider the projects and associated budgets for the use of these funds.

BACKGROUND:

The primary national objectives of the CDBG program are to undertake activities that benefit low and moderate-income persons, and/or eliminate slum and blight conditions. The program requires that a minimum of 70 percent of the program funds be expended on activities that benefit low and moderate-income persons.

ELIGIBLE ACTIVITIES FOR FUNDING:

The types of activities that can be funded under the program, provided that they meet one of the national objectives stated above, include the following:

- Land acquisition and disposition;
- Development of, and improvements to, public facilities;
- Street and other infrastructure improvements;
- Demolition and clearance of property improvements;
- Code enforcement;
- Public service activities;
- Housing and commercial rehabilitation;
- Economic development activities; and
- Program administration.

INELIGIBLE ACTIVITIES

On the other hand, there are certain activities or projects for which CDBG funds cannot be used. These ineligible activities include:

- Construction of city halls, county administrative buildings, or other facilities in which the legislative, judicial, or general administrative affairs of the government are conducted;
- Purchase of equipment, unless otherwise required for program purposes;
- Operating and maintenance expenses;
- General government expenses; and
- Political activities.

FUNDING PROCESS:

The Federal Department of Housing and Urban Development (HUD) is responsible for administering the CDBG program. In order to receive funds, a city must submit an annual application to HUD. In the case of Cudahy, the City submits its application to the Los Angeles County Community Development Commission (CDC).

Prior to each new fiscal year, the CDC notifies the City of its final CDBG allocation for the coming fiscal year. At this time, the CDC also distributes the forms that the City must submit to receive these CDBG funds and conducts training sessions on the preparation of these forms. On **March 3, 2014**, a public hearing notice soliciting suggestions and recommendations for the use of CDBG funds for Fiscal Year 2014-2015 was posted at City Hall and other public buildings within the City. The public hearing notice informed the community that the Cudahy City Council would consider the various suggestions it receives at this evening's public hearing prior to approval of specific projects and budgets.

CURRENT PROJECTS:

During the current (2013-2014) fiscal year the City has allocated its CDBG funds to a variety of projects. Exhibit A describes these projects along with the funds budgeted for each project for the current fiscal year. These projects address identified local needs while meeting the national objective of the CDBG program of giving maximum feasible priority to activities that benefit low and moderate- income persons.

PROPOSED PROJECTS:

Based on study sessions with City staff assessing previous projects, and in response to public comments during City Council Meeting, it has been determined that the proposed projects would be most beneficial for the City of Cudahy. The allocated amount does not include the funds that the city will be requesting in addition to the allocation. These additional funds will be used to supplement existing projects as well as introduce new projects such as the installation of a Synthetic Soccer Field for Lugo Park. The additional funds are drawn from unallocated funds that went unused from prior years. Additionally, these funds may be used as matching funds for other state and federal grants, rather than using monies from the City's General Fund.

UNALLOCATED FUNDING:

In addition to the preliminary CDBG allocation of \$337, 506, the City of Cudahy currently has a balance of \$399,053 in unallocated funding from left over previous program years. This amount will be allocated to projects for the 2014-2015 Program Year resulting a in a total balance of \$736,559.

2014-2015 FISCAL YEAR FUNDING:

The CDC has notified the City that its preliminary CDBG allocation for the 2014-15 fiscal year is \$337,506. In considering potential projects/programs for funding, it should be pointed out that up to 15 percent of the coming year's allocation, or \$50,625, can be budgeted for public services.

Administrative delivery services for the Housing Rehabilitation Programs are not to exceed 20 percent of their recommended budgets. Therefore, the budget for administration of the Housing Rehabilitation Programs has been budgeted not to exceed \$30,000.

The purpose of this evening's public hearing is to review the City's current use of CDBG funds and, more importantly, to determine the projects to be undertaken using CDBG funds during the coming fiscal year. It would be appropriate for the Cudahy City Council to open the public hearing and receive suggestions from the public for the use of the available CDBG funds.

RECOMMENDATION:

Staff is recommending that the Cudahy City Council:

Adopt Resolution No. [14-20](#)

Attachments: Exhibit A - Project Titles, 2013-2014 and 2014-2015 Fiscal Years
Resolution No. [14-20](#)

Cost analysis worksheet for Code Enforcement Project.

EXHIBIT A
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROJECT DESCRIPTIONS
2013-2014 AND 2014-2015 FISCAL YEARS

PROJECT TITLE	AMOUNT	RECOMMENDED
	APPROVED	
	2013-2014	2014-2015
Single Unit Housing Rehabilitation	120,000	150,000
Business Assistance Program	23,403	23,403
Code Enforcement Program	150,000	75,000
Parenting Classes/JADE Program	21,730	21,730
Clara Street Park Food Distribution	28,456	28,895
Bedwell Hall Re-Roofing Project	127,106	0
Lugo Park Soccer Field	0	362,531
Lugo Park Restroom Rehabilitation	0	75,000
TOTALS	470,695	736,559

RESOLUTION NO. 14-20

**A RESOLUTION OF THE CITY OF CUDAHY CITY COUNCIL APPROVING
PROJECTS/PROGRAMS FOR COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDING DURING THE 2014-15 FISCAL YEAR**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Cudahy has received notification of the availability of \$337,506 in federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2014-15; and

WHEREAS, community-based and other local non-profit organizations that serve the residents of Cudahy have been invited to submit proposals for the utilization of these funds; and

WHEREAS, the Cudahy City Council has published information regarding eligible activities under the Act and has conducted a public hearing to solicit suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED, that the Cudahy City Council hereby allocates the City's available CDBG funds for the following purposes:

Single Unit Housing Rehabilitation	\$ 150,000
Lugo Park Restroom Rehabilitation	\$ 75,000
Lugo Park Soccer Field	\$ 362,531
Business Assistance Program	\$ 23,403
Code Enforcement	\$ 75,000
Parenting Classes/ JADE	\$ 21,730
Clara Street Park Food Distribution	<u>\$ 28,895</u>
Total	\$ 736,559

PASSED AND APPROVED this 15th day of April, 2014.

<u>Personnel Costs</u>	<u>Fiscal Year 2010-2011</u>	<u>Fiscal Year 2011-2012</u>	<u>Fiscal Year 2012-2013</u>		<u>Personnel Costs</u>	<u>Costs Inurred To-Date</u>	<u>Final Projected Costs</u>
						<u>Fiscal Year 2013-2014</u>	<u>Fiscal Year 2013-2014</u>
Regular Hours - Wages	\$128,720.02	\$88,117.30	\$40,508.36		Regular Hours - Wages	\$39,923.76	\$54,924.40
Part-Time Salaries	\$0.00	\$0.00	\$21,518.90		Part-Time Salaries	\$6,477.82	\$6,477.82
Overtime	\$0.00	\$0.00	\$913.76		Overtime	\$0.00	\$0.00
CalPERS - Retirement	\$32,278.63	\$22,656.58	\$10,786.17		CalPERS - Retirement	\$5,303.70	\$9,066.66
PARS - Retirement	\$0.00	\$0.00	\$1,613.75		PARS - Retirement	\$485.78	\$485.78
Medicare Cost	\$1,891.41	\$1,283.93	\$918.34		Medicare Cost	\$392.56	\$608.88
Medical	\$19,999.76	12, 978.62	\$4,656.30		Medical	\$2,630.17	\$5,447.47
Vision	\$453.53	\$277.57	\$97.64		Vision	\$108.84	\$137.04
Dental	\$1,887.73	\$1,008.79	\$161.06		Dental	\$401.35	\$561.89
Life Insurance	\$1,055.17	\$596.52	\$387.00		Life Insurance	\$116.25	\$162.75
Disability Insurance	\$631.51	\$464.00	\$224.20		Disability Insurance	\$108.84	\$184.68
Bilingual Pay	\$1,725.00	\$1,294.41	\$562.50		Bilingual Pay	\$0.00	\$0.00
TOTAL	\$188,642.76	\$115,699.10	\$82,347.98		TOTAL	\$55,949.07	\$78,057.37
<u>Non-Personnel Costs</u>					<u>Non-Personnel Costs</u>		
Gasoline	\$7,746.60	\$8,229.98	\$1,274.56		Gasoline	\$488.86	\$597.49
Office Supplies	\$170.39	\$431.30	\$1,223.38		Office Supplies	\$159.84	\$359.84
Telephone	\$2,281.90	\$5,329.54	\$1,366.14		Telephone	\$776.12	\$945.59
Professional Membership	\$225.00	\$225.00	\$141.33		Professional Membership	368.35	\$435.01
Travel & Meetings	\$2,311.67	\$745.00	\$48.50		Travel & Meetings	\$0.00	\$0.00
Vehicle Maintenance	\$3,437.33	\$4,796.08	\$614.37		Vehicle Maintenance	\$270.00	\$1,000.00
Legal Services	\$51,489.09	\$48,113.41	\$5,261.96		Legal Services	\$12,999.94	\$16,714.20
Training & Education	\$0.00	\$650.00	\$0.00		Training & Education	0	\$0.00
TOTAL	\$67,661.98	\$68,520.31	\$9,930.24		TOTAL	\$15,063.11	\$20,052.13
GRAND TOTAL	\$256,304.74	\$184,219.41	\$92,278.22		GRAND TOTAL	\$71,012.18	\$98,109.50

4 YEAR AVERAGE \$158, 977

PROPOSED BUDGET BY STAFF FOR FY 2014-2015

\$150,000

*** PROPOSED BUDGET IS AN AVERAGE BASED ON EXPENSES INCURRED DURING THE PAST (3) FISCAL YEARS AS WELL AS PROJECTED EXPENSES FOR THE CURRENT FISCAL YEAR.**



AGENDA REPORT

MEETING DATE: April 15, 2014

TO: Honorable Mayor & City Council Members

FROM: Michael Allen, Associate Planner

TITLE: Zoning Ordinance No. 634, Amending Cudahy Municipal Code Section 20 (Zoning); Emergency Shelters & Transitional and Supportive Housing.

RECOMMENDATION:

Staff and Planning Commission are recommending approval of Zoning Ordinance No. 634, amending Cudahy 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."

SUMMARY:

Request to approve Zoning Ordinance No. 634, to amend Cudahy Municipal Code Section 20 (Zoning) by adding 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."

BACKGROUND / DISCUSSION:

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. To be clear, 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. The following definitions describe the housing types the City is required in moving forward with the proposed amendment to the Zoning Code:

Emergency Shelters (Health and Safety Code Section 50801(e))

"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.

Transitional Housing (Health and Safety Code Section 50675.2(h))

“Transitional housing” and “transitional housing development” means 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 receipt at some predetermined future point in time, which shall be no less than six months.

Supportive Housing (Health and Safety Code Section 50675.14(b))

“Supportive housing” means housing with no limit on length of stay, that is occupied by the target population, 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.

Further, Government Code Section 65583(a)(4) requires:

- At least one zoning district shall be identified to permit emergency shelters without a conditional use permit or other discretionary action.
- Sufficient capacity must be identified to accommodate the need for emergency shelters and at least one year-round emergency shelter.
- Existing or proposed permit procedures, development and management standards must be objective and encourage and facilitate the development of or conversion to emergency shelters.
- Emergency shelters shall only be subject to development and management standards that apply to residential or commercial uses and development within the same zoning district.
- Written and objective standards may be applied as specified in statute, including maximum number of beds, provision of onsite management, length of stay and security.

Government Code Section 65583(a)(5) requires jurisdictions to recognize transitional housing and supportive housing as a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone.

Consequences for Noncompliance

Cities that have not addressed SB 2’s requirements risk having their Housing Element deemed non-compliant by the California Department of Housing and Community Development. Having a non-compliant Housing Element carries with it two repercussions: (1) limited access to state funding; and (2) liability for lawsuits brought forward against the City over the adequacy of the General Plan. Cities that have not complied with SB 2 must also revise their Housing Element every four years instead of every eight years.

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

ANALYSIS:

The City’s General Plan Housing Element was adopted January 2014 and included Policy Program’s *Emergency Shelters* and *Transitional and Supportive Housing*. Each policy program established the intent of modifying the Cudahy Municipal Code to include parameters to allow emergency shelters and transitional and supportive housing consistent with SB 2, no later than March 2014. Within the last month, staff has researched and reviewed other adopted SB 2 ordinances by a range of cities in Los Angeles County and surrounding communities. The subject ordinance amendment implements State law requirements and General Plan Housing Element Policy’s *Emergency Shelters* and *Transitional and Supporting Housing*.

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.

Proposed Changes:

The proposed amendment to the Zoning Code identifies one or more zones to allow emergency shelters as a permitted use and allows transitional and supportive housing in all residential zones. The zoning that is identified must include a sufficient amount of acreage and sites to accommodate the unmet need for the shelter of homeless people in Cudahy. Per the City's most recent assessment in the Housing Element, Cudahy is home to less than ten regular homeless persons, much lower than the state average. However, there are currently no homeless shelters or transitional and supportive housing facilities within the City.

Although the Housing Element identifies the High Density Residential zone as the preferred zone, staff has concluded that the Community Commercial zone district is better suited for the development of emergency shelters due to its proximity to the core services and transportation corridor within the City. Services in the immediate area include a large dialysis facility, Kaiser Permanente (non-emergency) medical treatment facility, six clinics or medical facilities, and the County of Los Angeles Department of Public Social Services. Additionally, within the immediate area are seven main Metropolitan Transportation Authority bus lines including routes 111, 260, 315, 361, 611, 612, 711, as well as the Cudahy Area Rapid Transit (City fixed route).

As identified in the Housing Element, there are six separate sites that range from ½ acre to 5 acres, all of which could accommodate a shelter large enough to provide for enough emergency shelter space to meet Cudahy's unmet homeless housing need. The proposed Ordinance Amendment identifies emergency shelters as a permitted use in the Community Commercial zone, provided certain standards are met. These are: separation of at least 300 feet from residences, parks, child care centers, or schools; separation of at least 300 feet from another emergency shelter; located within ½ mile of a transit stop.

In addition, the proposed Ordinance Amendment identifies standards for emergency shelters including limits for the number of persons to be served nightly, parking, waiting and intake area, support services, hours of operation, and length of stay. One key standard is a Management and Operation Plan for detailing a security plan, procedures, staff ratio to clients served, client transportation plan, and program for ongoing outreach to the Cudahy homeless population. The Management and Operational Plan is to be reviewed and approved by the Community Development Director in conjunction with the Sheriff's department prior to issuance of permit to minimize any impacts on surrounding industrial land uses.

As defined in the proposed Ordinance Amendment, an Emergency Shelter for Homeless in Cudahy would allow up to 30 beds or persons per night and would be permitted by right. Emergency shelters over 30 beds, but less than 150 beds would be allowed through a Conditional Use Permit. By definition, overall occupancy of emergency shelters would be limited to six months or less by a homeless person.

Impact to the Community:

The amendments will bring the City into compliance with Government Code Sections 65582, 65583, 65589.5 and provisions of the Housing Element pertaining to emergency shelters, transitional housing and supportive housing, and satisfy the General Plan Housing Element's Emergency Shelters Program and Transitional and Supportive Housing Program. Additionally, by facilitating emergency shelters, transitional housing and supportive housing, the ordinance would help fulfill Housing Element Goal Two, Policy 2.1 promoting all State, regional and local practices and plans that support housing availability for all economic segments of the population. Based on the analysis above, it is recommended that the Planning Commission

recommend that the City Council adopt an ordinance approving Zone Ordinance Amendment 14-01.

Proposed Modifications

Section 20.08.010 of the Cudahy Municipal Code proposed addition is as follows:

Definitions:

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.*

Supportive Housing: *Supportive Housing means housing with no limit on length of stay, that is occupied by persons and families who were homeless when approved for tenancy in the supportive housing project in which they currently reside, 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.*

Transitional Housing: *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.*

Section 20.64.040 of the Cudahy Municipal Code proposed addition is as follows:

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

(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 of the Cudahy Municipal Code proposed addition is as follows:

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

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

(a) *Occupancy. A maximum of 30 beds or persons may be served nightly, with associated support service not open to the public. Any Emergency Shelter for Homeless with greater than 30 beds, but less than 150 beds, shall be subject to approval of a Conditional Use Permit consistent with CMC Chapter 20.44.*

(b) *Separation Criteria. Said uses are to be located at least 300 feet from any residential use or residentially zoned property, park, child care center, or kindergarten through 12th grade curriculum school, as measured from the closest property line. An exception to this separation requirement may be granted if significant physical features act as barriers from said sensitive uses; such as a freeway, railroad right of way, or like features. In addition, at least 300 feet shall be maintained from any other Emergency Shelter for*

Homeless or Multiservice Center for Homeless, as measured from the closest property line. Said uses shall be located within ½ mile of a transit stop.

(c) 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.

(d) 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.

(e) 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.*

(f) Hours of Operation. Emergency Shelters for Homeless providing less than 150 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.

(g) 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.

(h) Management and Operation Plan. The applicant or operator shall submit a Management and Operation Plan for the Emergency Shelter for review and approval by the Community Development Director or designee in consultation with the Chief of Police 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.

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

(j) 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.

(k) 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.

ALTERNATIVES:

1. City Council may choose to take no action.
2. City Council may choose alternative zones where emergency shelters may be a permitted as a non-discretionary use.
3. City Council may recommend alternative emergency shelter objective standards to those proposed, in accordance with the topics listed in Government Code Section 65583.a.4.A.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

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 15601(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.

ATTACHMENTS:

SB 2

Department of Housing and Community Development Letter of Certification
City Council Ordinance No. 634

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

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**MEMORANDUM**

Updated: April 10, 2013

DATE: May 7, 2008

TO: Planning Directors and Interested Parties

FROM: 
Cathy E. Creswell, Deputy Director
Division of Housing Policy Development

SUBJECT: **Senate Bill 2 -- Legislation Effective January 1, 2008:
*Local Planning and Approval for Emergency Shelters and
Transitional and Supportive Housing***

Chapter 633, Statutes of 2007 (SB 2) clarifies and strengthens housing element law to ensure zoning encourages and facilitates emergency shelters and limits the denial of emergency shelters and transitional and supportive housing under the Housing Accountability Act. The law will facilitate efforts to address the critical needs of homeless populations and persons with special needs throughout all communities in California. Generally, SB 2 amends housing element law regarding planning and approval for emergency shelters and transitional and supportive housing as follows:

Planning (Government Code Section 65583)

- At least one zone shall be identified to permit emergency shelters without a conditional use permit or other discretionary action.
- Sufficient capacity must be identified to accommodate the need for emergency shelters and at least one year-round emergency shelter.
- Existing or proposed permit procedures, development and management standards must be objective and encourage and facilitate the development of or conversion to emergency shelters.
- Emergency shelters shall only be subject to development and management standards that apply to residential or commercial within the same zone.
- Written and objective standards may be applied as specified in statute, including maximum number of beds, provision of onsite management, length of stay and security.
- Includes flexibility for jurisdictions to meet zoning requirements with existing ordinances or demonstrate the need for emergency shelters can be accommodated in existing shelters or through a multi-jurisdictional agreement.

Chapter 633, Statutes of 2007 (SB 2)
Page 2

- Transitional and supportive housing shall be considered a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone.

Local Approval (Government Code Section 65589.5: Housing Accountability Act)

- Limits denial of emergency shelters, transitional housing or supportive housing by requiring specific findings.
- Some findings shall not be utilized if new planning requirements of SB 2 are not met; such as identifying a zone without a conditional use permit,

Attached is a briefing paper informing local governments of SB 2, providing assistance in evaluating these new provisions to effectively implement this important new State law; in addition to a copy of the legislation. Electronic copies of these can be found on the Department's website at www.hcd.ca.gov or the Senate's website at www.senate.ca.gov. You may also obtain copies of published bills from the Legislative Bill Room by calling (916) 445-2323. If you have any questions, or seek additional technical assistance, please contact Paul McDougall, HPD Manager, at (916) 445-4728.

Attachments

Chapter 633, Statutes of 2007 (Senate Bill 2)

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Introduction

Homeless Needs

Homelessness in California is a continuing and growing crisis. On any given day, there are at least 361,000 homeless individuals in California – or 1.1 percent of the State's total population. Of this number, two-thirds are estimated to be single adults, while the other third are families. Some 30 percent of California's homeless – 108,000 – are so-called "chronic" homeless who have been homeless for six months or more. This population tends to be comprised of single adults who face such obstacles as mental illness, substance abuse problems and chronic physical health problems or disabilities that prevent them from working. Homeless individuals and families are without permanent housing largely because of a lack of affordable housing, often compounded by limited education or skills, mental illness and substance abuse issues, domestic violence and the lack of family or other support networks.¹

California's homelessness crisis demands the effective involvement of both the public and private sectors. A housing element can be an effective and powerful tool in combating homelessness. Passage of SB 2 strengthened the law to increase its effectiveness in addressing the needs of California's homeless population. The upcoming housing element update presents an important opportunity to make ending homelessness a critical priority.

Purpose and Objectives of SB 2

The framework of SB 2 resulted from a collaborative effort by key stakeholders including housing and homeless advocates and providers, local governments, planners, and the building industry. SB 2 strengthens existing housing element requirements to provide the opportunity for the development of emergency shelters and transitional and supportive housing. SB 2 ensures zoning, development and management standards and permit procedures encourage emergency shelters while allowing flexibility for existing local strategies and cooperative efforts.

SB 2 focuses on the impacts of zoning requirements on the development of emergency shelters. While the new statute requires that every local government zone for the development of emergency shelters, it does not restrict how local governments allocate resources to address local priority needs. For example, nothing in SB 2 prohibits communities from also adopting a "Housing First" strategy to provide homeless persons with housing immediately and then providing services as needed.

¹ *Governor's Interagency Task Force on Homelessness, Progress Report and Work Plan for 2003.* Health and Human Services Agency and Business, Transportation and Housing Agency, December 2002

Section 1

Planning

(Government Code Section 65583)

Identifying and Analyzing Needs and Resources

Current law, Government Code Section 65583(a)(7), requires an identification and analysis of the needs of homeless persons and families. The analysis is an essential component of an effective housing element; however data sources can be limited and vary in estimates of need. As a result, an analysis should consider a variety of data sources and include proactive outreach with service providers to examine the degree and characteristics of homeless needs in the community and surrounding communities. A thorough analysis includes:

- An estimate or count of the daily average number of persons lacking shelter. Wherever possible, and to better describe the characteristics of needs, this figure could be divided into single males, single females and families (one or more adults with children) as the needs of each subgroup differ significantly.
- As local data or other existing sources permit (see list below), a description of the percentage of the homeless population who are mentally ill, developmentally disabled, veterans, runaway or emancipated foster youth, substance abusers, survivors of domestic violence, and other subpopulations of homeless considered significant by the jurisdiction.
- An inventory of the resources available within the community including shelters, transitional housing and supportive housing units by type. The analysis should estimate the number and type of existing shelter beds, and units of transitional and supportive housing available.
- Assess the degree of unmet homeless needs, including the extent of need for emergency shelters. As part of this analysis, SB 2 now clarifies the need assessment for emergency shelters must consider seasonal and year-round need. In recognition of local efforts to encourage supportive housing, SB 2 allows jurisdictions with 10 Year Plans to End Chronic Homelessness to reduce the need for emergency shelters by the number of supportive housing units identified in an adopted 10-year plan and that are either vacant or funding has been identified to allow construction in the housing element planning period.

Resources to identify and analyze homeless needs, include:

- Consolidated plans
- Continuum of care plans
- 10 Year Plans to End Chronic Homelessness
- Interagency Council on Homelessness, Guide to Developing Plans and Examples (<http://www.ich.gov/slocal/index.html>)

- Local service providers such as continuum of care providers, local homeless shelter and service providers, food programs, operators of transitional housing programs, local drug and alcohol program service providers, county mental health and social service departments, local Salvation Army, Goodwill Industries, churches and schools, and
- 15 countywide Designated Local Boards certified by the Department's Emergency Housing and Assistance Program (<http://www.hcd.ca.gov/fa/ehap/cntys-with-dlb.html>).

Identifying Zoning for Emergency Shelters

Prior to enactment of SB 2, housing element law required local governments to identify zoning to encourage and facilitate the development of emergency shelters. SB 2 strengthened these requirements. Most prominently, housing element law now requires the identification of a zone(s) where emergency shelters are permitted without a conditional use permit or other discretionary action. To address this requirement, a local government may amend an existing zoning district, establish a new zoning district or establish an overlay zone for existing zoning districts. For example, some communities may amend one or more existing commercial zoning districts to allow emergency shelters without discretionary approval. The zone(s) must provide sufficient opportunities for new emergency shelters in the planning period to meet the need identified in the analysis and must in any case accommodate at least one year-round emergency shelter (see more detailed discussion below).



Cloverfield Services Center – Emergency Shelter by OPCC in Santa Monica, CA
Photo courtesy of OPCC in Santa Monica

When identifying a zone or analyzing an existing zone for emergency shelters, the element should address the compatibility and suitability of the zone. The element should consider what other uses are permitted in the zone and whether the zone is suitable for residential or emergency shelters. For example, an industrial zone with heavy manufacturing may have environmental conditions rendering it unsuitable for residential or shelter uses. In some localities, manufacturing or industrial zones may be in transition, where older industrial uses are redeveloping to residential, office or commercial. Transitioning zones may be compatible

with residential uses and suitable for emergency shelters. Also, a commercial zone allowing residential or residential compatible services (i.e., social services, offices) would be suitable for shelters. For example, Sacramento County permits emergency shelters in its commercial zone along with other residential uses and uses such as retail that are compatible with residential.

SB 2 clarifies existing law by requiring zoning identified for emergency shelters to include sufficient capacity to accommodate the need. The identified zone(s) must have sufficient capacity, when taken as a whole, to meet the need for shelters identified in the housing element, and have a realistic potential for development or reuse opportunities in the planning period. Further, capacity for emergency shelters must be suitable and available and account for physical features (flooding, seismic hazards, chemical contamination, other environmental constraints, and slope instability or erosion) and location (proximity to transit, job centers, and public and community services). The element should also address available acreage (vacant or underutilized) and the realistic capacity for emergency shelters in the zone. For example, if a jurisdiction identifies the public institution zoning district as the zone where emergency shelters will be allowed without a conditional use permit, the element should demonstrate sufficient acreage within the zoning district that could accommodate the actual development of an emergency shelter. The element could also discuss the potential for reuse or conversion of existing buildings to emergency shelters.

SB 2 ensures that each local government shares the responsibility to provide opportunities for the development of emergency shelters. Regardless of the extent of need identified in the element, local governments must provide zoning to allow at least one year round emergency shelter, unless the need for emergency shelters is accommodated through existing shelters or a multi-jurisdictional agreement (see discussion below). This is especially important given the fact that the homeless population is not always visible in the community; is sometimes transitory; data resources are frequently inadequate and the availability and adequacy of services and programs vary significantly by community and can impact the homeless count.

If a local government's existing zoning does not allow emergency shelters without a conditional use permit or other discretionary action, the housing element must include a program to identify a specific zone(s) and amend the zoning code within one year of adoption of the housing element (65583(a)(4)). The only exceptions permitted to the non-discretionary zoning requirement are where a jurisdiction demonstrates their homeless needs can be accommodated in existing shelters; or where the jurisdiction meets all of its need through a multi-jurisdictional agreement (discussed in later sections).

Where a local government has identified a zone and sufficient capacity to encourage emergency shelters consistent with the provisions of SB 2, a local government may also identify additional zones for the development of emergency shelters that require a conditional use permit.

Permitting Emergency Shelters without Discretionary Action

To comply with SB 2, localities must have or adopt a zoning classification that permits emergency shelters in a non-discretionary manner (localities may however apply development standards pursuant to Section 65583(a)(4)). In such zones, permitted uses, development standards and permit procedures must include:

- Objective development standards that encourage and facilitate the approval of emergency shelters.
- Decision-making criteria such as standards that do not require discretionary judgment.
- Standards that do not render emergency shelters infeasible, and only address the use as an emergency shelter, not the perceived characteristics of potential occupants.

Requiring a variance, minor use permit, special use permit or any other discretionary process does not constitute a non-discretionary process. However, local governments may apply non-discretionary design review standards.



Emergency Shelter – Jackson, California
Photo courtesy of Amador-Tuolumne Community Action

A local government should not require public notice of its consideration of emergency shelter proposals unless it provides public notice of other non-discretionary actions. For example, if a local government permits new construction of a single-family residence without discretionary action and public notice is not given for these applications, then a local government should employ the same procedures for emergency shelter applications. The appropriate point for public comment and discretionary action is when zoning is being amended or adopted for emergency shelters, not on a project-by-project basis.

Development Standards to Encourage and Facilitate Emergency Shelters

SB 2 requires that emergency shelters only be subject to those development and management standards that apply to residential or commercial use within the same zone, except the local government may apply certain objective standards discussed on the next page (Government Code Section 65583(a)(4)). For example, a light commercial zone might permit a range of wholesaler, service repair and business services subject to buildable area and lot area requirements. In this case, the emergency shelter may be subject only to the same buildable area and lot area requirements. The same zone might permit residential uses subject to certain development standard (i.e., lot area, heights, and setbacks) requirements. In this case, emergency shelters should only be subject to the same development standards.

To demonstrate that processing procedures and standards are objective and encourage and facilitate development of emergency shelters, the housing element must address how:

- zoning explicitly allows the use (meaning the use is specifically described in the zoning code);
- development standards and permit procedures do not render the use infeasible;
- zoning, development and management standards, permit procedures and other applicable land-use regulations promote the use through objective; and predictable standards.

SB 2 allows flexibility for local governments to apply written, objective development and management standards for emergency shelters as described in statute and below.

- The maximum number of beds or persons permitted to be served nightly by the facility.
- Off-street parking based upon demonstrated need, provided that the standards do not require more parking for emergency shelters than for other residential or commercial uses within the same zone.
- The size and location of exterior and interior on-site waiting and client intake areas.
- The provision of on-site management.
- The proximity to other emergency shelters provided that emergency shelters are not required to be more than 300 feet apart.
- The length of stay.
- Lighting.
- Security during hours that the emergency shelter is in operation.

These standards must be designed to encourage and facilitate the development of, or conversion to, an emergency shelter. For example, a standard establishing the maximum number of beds should act to encourage the development of an emergency shelter; local governments should establish flexible ranges for hours of operation; length of stay provision should be consistent with financing programs or statutory definitions limiting occupancy to six months (Health and Safety Code Section 50801) and should not unduly impair shelter operations. Appropriate management standards are reasonable and limited to ensure the operation and maintenance of the property.



Encouraging Multi-Jurisdictional Cooperation and Coordination

SB 2 recognizes and encourages multi-jurisdictional coordination by allowing local governments to satisfy all or part of their obligation to zone for emergency shelters by adopting and implementing a multi-jurisdictional agreement, with a maximum of two adjacent communities. The agreement must commit the participating jurisdictions to develop at least one year-round shelter within two years of the beginning of the housing element planning period. For example, jurisdictions in Southern California Association of Governments (SCAG) region with a statutory due date of June 30, 2008 would need to ensure the development of shelter(s) by June 30, 2010. To utilize this provision, local governments must adopt an agreement that allocates a portion of the new shelter capacity to each jurisdiction as credit towards the jurisdiction's emergency shelter need. The housing element for each participating local government must describe how the capacity was allocated. In addition, the housing element of each participating jurisdiction must describe:

- How the joint facility will address the local governments need for emergency shelters.
- The local government's contribution for both the development and ongoing operation and management of the shelter.
- The amount and source of the funding to be contributed to the shelter.
- How the aggregate capacity claimed by all of the participating jurisdictions does not exceed the actual capacity of the shelter facility.

If the local government can demonstrate that the multi-jurisdictional agreement can accommodate the jurisdiction's need for emergency shelter, the jurisdiction is authorized to comply with the zoning requirements for emergency shelters by identifying a zone(s) where new emergency shelters are allowed with a conditional use permit.



Quinn Cottages, Transitional Housing in Sacramento, CA
Photo courtesy of Cottage Housing, Inc.

Existing Ordinances and Existing Shelters that Accommodate Need

Existing Ordinances Permitting Emergency Shelters

Many local governments have a record of effective actions to address the homeless needs in their community. SB 2 recognizes and provides flexibility for jurisdictions that have already adopted an ordinance(s) that complies with the new zoning requirements. For those local governments with existing ordinances and zoning consistent with requirements of SB 2, no further action will be required to identify zones available



for emergency shelters. The housing element must however, describe how the existing ordinance, policies and standards are consistent with the requirements of SB 2.

Existing Shelters That Accommodate the Need for Emergency Shelters

Local governments that can demonstrate, to the satisfaction of the Department, the existence of one or more emergency shelters either within the jurisdiction or pursuant to a multi-jurisdictional agreement that can accommodate the need for emergency shelters identified in the housing element may comply with the zoning requirements of SB 2 by identifying a zone(s) where new emergency shelters are allowed with a conditional use permit. To demonstrate homeless needs can be accommodated in existing shelters, an element must at minimum list existing shelters including the total number of beds and the number vacant. The analysis should support and document the estimate of vacant beds and must consider seasonal fluctuations in the need for emergency shelters.

Transitional and Supportive Housing

Transitional housing is defined in Section 50675.2 of the Health & Safety Code as rental housing for stays of at least six months but where the units are re-circulated to another program recipient after a set period. Transitional housing may be designated for a homeless individual or family transitioning to permanent housing. This housing can take several forms,

such as single family or multifamily units, and may include supportive services to allow individuals to gain necessary life skills in support of independent living. *Supportive housing* as defined at Section 50675.14 of the Health & Safety Code has no limit on the length of stay, is linked to onsite or offsite services, and is occupied by a target population as defined in Health & Safety Code Section 53260. Services typically include assistance designed to meet the needs of the target population in retaining housing, living and working in the community, and/or improving health and may include case management, mental health treatment, and life skills.

The housing element must demonstrate that transitional housing and supportive housing are permitted as a residential use and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone (Government Code Section 65583(a)(5)). In other words, transitional housing and supportive housing are permitted in all zones allowing residential uses and are not subject to any restrictions (e.g., occupancy limit) not imposed on similar dwellings (e.g., single family home, apartments) in the same zone in which the transitional housing and supportive housing is located. For example, transitional housing located in an apartment building in a multifamily zone is permitted in the same manner as an apartment building in the same zone and supportive housing located in a single family home in a single family zone is permitted in the same manner as a single family home in the same zone.

If jurisdictions do not explicitly permit transitional and supportive housing as previously described, the element must include a program to ensure zoning treats transitional and supportive housing as a residential use, subject only to those restrictions on residential uses contained in the same type of structure.

Housing Element Policies and Programs

Effective programs reflect the results of the local housing need analyses, identification of available resources, including land and financing, and the mitigation of identified governmental and nongovernmental constraints.

Programs consist of specific action steps the locality will take to implement its policies and achieve goals and objectives. Programs must

include a specific timeframe for implementation, identify the agencies or officials responsible for implementation, and describe the jurisdiction's specific role in implementation.

Where a jurisdiction does not provide an analysis demonstrating compliance with the provisions of SB 2 through existing zoning, the element must have a program(s) to address the results of that analysis. For example, if the element does not identify an existing zone to



Gish Apartments – Supportive Housing, San Jose, CA
Photo courtesy of First Community Housing and Bernard Andre

permit emergency shelters without a conditional use permit or other discretionary action, the element must include a program to establish the appropriate zoning, unless the jurisdiction has satisfied its needs through existing emergency shelters or a multi-jurisdictional agreement. If development and management standards do not encourage and facilitate emergency shelters or zoning does not treat transitional and supportive housing as a residential use, the element must include a program(s) to amend existing zoning or processing requirements to comply with SB 2.

Programs to address the requirements of SB 2 for emergency shelters must be implemented within one year of adoption of the housing element. Programs to address requirements for transitional and supportive housing should be implemented early in the planning period. Further, since the program for emergency shelters must be implemented within one year of adoption, the housing element should provide analysis to support and assure effective implementation of the program. For example, the analysis should examine the suitability of zones to be included in the program and whether sufficient and suitable capacity is available. The same type of analysis could evaluate development and management standards that will be considered as part of establishing or amending zoning. This analysis should demonstrate the necessary commitment to ensure zoning, permit procedures and development standards encourage and facilitate emergency shelters.

******* UPDATED*******

Please be aware, if the adopted housing element from the previous cycle (4th cycle) included a program to address the requirements of SB 2 for emergency shelters, and the required timeframe has lapsed, the Department will not be able to find future housing elements in compliance until the required rezoning is complete and the element is amended to reflect that rezoning.

Timing: When SB 2 Applies

In accordance with Government Code Section 65583(e), any draft housing element submitted to the Department after March 31, 2008 will be required to comply with SB 2.

Section 2

Local Approval

(Government Code Section 65589.5)

The Housing Accountability Act

To promote predictability for the development of housing affordable to lower- and moderate-income households, the Housing Accountability Act (Government Code Section 65589.5) prohibits a jurisdiction from disapproving a housing development project, including housing for farmworkers and for very low-, low-, or moderate-income households, or conditioning approval in a manner that renders the project infeasible for development for the use of very low-, low-, or moderate-income households, including through the use of design review standards, unless it makes at least one of five specific written findings based on substantial evidence in the record (Government Code Section 65589.5).

SB 2 adds emergency shelters to the list of uses protected under the Housing Accountability Act. In addition, SB 2 clarifies that the definition of a housing development project includes transitional or supportive housing (see Attachment 1: SB 2 - changes are underlined).

Zoning Inconsistency

Pursuant to the Housing Accountability Act, a local government is prohibited from making the finding regarding zoning and general plan inconsistency (Section 65589.5(d)(5)) to disapprove a development if the jurisdiction identified the site in its general plan (e.g., housing or land-use element) as appropriate for residential use at the density proposed or failed to identify adequate sites to accommodate its share of the regional housing need for all income groups. In addition to extending these provisions to emergency shelters and transitional housing, SB 2 prohibits the use of the zoning and general plan inconsistency finding to disapprove an emergency shelter if the jurisdictions have:

- not identified a zone(s) where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit,
- not demonstrated the identified zone(s) include sufficient capacity to accommodate the need for emergency shelter, or
- not demonstrated the identified zone(s) can accommodate at least one emergency shelter.

This provision applies to any site identified in any element of the general plan for industrial, commercial, or multifamily residential uses. In any court action, the burden of proof is on the local jurisdiction to demonstrate its housing element satisfies the above requirements of SB 2.

Attachment 1

Statutory Changes to Housing Element Law *(underline version)*

Attachment 1

Changes to State Housing Element Law Chapter 633, Statutes of 2007 (SB 2) *(changes indicated in strikeouts and underlines)*

65582. As used in this article, the following definitions apply:

- (a) "Community," "locality," "local government," or "jurisdiction" means a city, city and county, or county.
- (b) "Council of governments" means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 1 of Title 1.
- (c) "Department" means the Department of Housing and Community Development.
- (d) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801 of the Health and Safety Code.
- (e) "Housing element" or "element" means the housing element of the community's general plan, as required pursuant to this article and subdivision (c) of Section 65302.
- (f) "Supportive housing" has the same meaning as defined in subdivision (b) of Section 50675.14 of the Health and Safety Code.
- (g) "Transitional housing" has the same meaning as defined in subdivision (h) of Section 50675.2 of the Health and Safety Code.

65583. The housing element shall consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. The housing element shall identify adequate sites for housing, including rental housing, factory-built housing, ~~and mobilehomes,~~ and emergency shelters, and shall make adequate provision for the existing and projected needs of all economic segments of the community. The element shall contain all of the following:

- (a) An assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs. The assessment and inventory shall include all of the following:
 - (1) An analysis of population and employment trends and documentation of projections and a quantification of the locality's existing and projected housing needs for all income levels, including extremely low income households, as defined in subdivision (b) of Section 50105 and Section 50106 of the Health and Safety Code. These existing and projected needs shall include the locality's share of the regional housing need in accordance with Section 65584. Local agencies shall calculate the subset of very low income households allotted under Section 65584 that qualify as extremely low income households. The local agency may either use available census data to calculate the percentage of very low income households that qualify as extremely low income households or presume that 50 percent of the very low income households qualify as extremely low income households. The number of extremely low income households and very low income households shall equal the jurisdiction's allocation of very low income households pursuant to Section 65584.
 - (2) An analysis and documentation of household characteristics, including level of payment compared to ability to pay, housing characteristics, including overcrowding, and housing stock condition.

(3) An inventory of land suitable for residential development, including vacant sites and sites having potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites.

(4) (A) The identification of a zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit. The identified zone or zones shall include sufficient capacity to accommodate the need for emergency shelter identified in paragraph (7), except that each local government shall identify a zone or zones that can accommodate at least one year-round emergency shelter. If the local government cannot identify a zone or zones with sufficient capacity, the local government shall include a program to amend its zoning ordinance to meet the requirements of this paragraph within one year of the adoption of the housing element. The local government may identify additional zones where emergency shelters are permitted with a conditional use permit. The local government shall also demonstrate that existing or proposed permit processing, development, and management standards are objective and encourage and facilitate the development of, or conversion to, emergency shelters. Emergency shelters may only be subject to those development and management standards that apply to residential or commercial development within the same zone except that a local government may apply written, objective standards that include all of the following:

(i) The maximum number of beds or persons permitted to be served nightly by the facility.

(ii) Off-street parking based upon demonstrated need, provided that the standards do not require more parking for emergency shelters than for other residential or commercial uses within the same zone.

(iii) The size and location of exterior and interior onsite waiting and client intake areas.

(iv) The provision of onsite management.

(v) The proximity to other emergency shelters, provided that emergency shelters are not required to be more than 300 feet apart.

(vi) The length of stay.

(vii) Lighting.

(viii) Security during hours that the emergency shelter is in operation.

(B) The permit processing, development, and management standards applied under this paragraph shall not be deemed to be discretionary acts within the meaning of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(C) A local government that can demonstrate to the satisfaction of the department the existence of one or more emergency shelters either within its jurisdiction or pursuant to a multijurisdictional agreement that can accommodate that jurisdiction's need for emergency shelter identified in paragraph (7) may comply with the zoning requirements of subparagraph (A) by identifying a zone or zones where new emergency shelters are allowed with a conditional use permit.

(D) A local government with an existing ordinance or ordinances that comply with this paragraph shall not be required to take additional action to identify zones for emergency shelters. The housing element must only describe how existing ordinances, policies, and standards are consistent with the requirements of this paragraph.

(5) An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in

the analysis pursuant to paragraph (6), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures. The analysis shall also demonstrate local efforts to remove governmental constraints that hinder the locality from meeting its share of the regional housing need in accordance with Section 65584 and from meeting the need for housing for persons with disabilities identified pursuant to, supportive housing, transitional housing, and emergency shelters identified pursuant to paragraph 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.~~

~~(6)~~ An analysis of potential and actual nongovernmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the availability of financing, the price of land, and the cost of construction.

~~(67)~~ An analysis of any special housing needs, such as those of the elderly, persons with disabilities, large families, farmworkers, families with female heads of households, and families and persons in need of emergency shelter. The need for emergency shelter shall be ~~assessed based on annual and seasonal need. The need for emergency shelter may be reduced by the number of supportive housing units that are identified in an adopted 10-year plan to end chronic homelessness and that are either vacant or for which funding has been identified to allow construction during the planning period.~~

(8) An analysis of opportunities for energy conservation with respect to residential development.

~~(89)~~ An analysis of existing assisted housing developments that are eligible to change from low-income housing uses during the next 10 years due to termination of subsidy contracts, mortgage prepayment, or expiration of restrictions on use. "Assisted housing developments," for the purpose of this section, shall mean multifamily rental housing that receives governmental assistance under federal programs listed in subdivision (a) of Section 65863.10, state and local multifamily revenue bond programs, local redevelopment programs, the federal Community Development Block Grant Program, or local in-lieu fees. "Assisted housing developments" shall also include multifamily rental units that were developed pursuant to a local inclusionary housing program or used to qualify for a density bonus pursuant to Section 65916.

(A) The analysis shall include a listing of each development by project name and address, the type of governmental assistance received, the earliest possible date of change from low-income use and the total number of elderly and nonelderly units that could be lost from the locality's low-income housing stock in each year during the 10-year period. For purposes of state and federally funded projects, the analysis required by this subparagraph need only contain information available on a statewide basis.

(B) The analysis shall estimate the total cost of producing new rental housing that is comparable in size and rent levels, to replace the units that could change from low-income use, and an estimated cost of preserving the assisted housing developments. This cost analysis for replacement housing may be done aggregately for each five-year period and does not have to contain a project-by-project cost estimate.

(C) The analysis shall identify public and private nonprofit corporations known to the local government which have legal and managerial capacity to acquire and manage these housing developments.

(D) The analysis shall identify and consider the use of all federal, state, and local financing and subsidy programs which can be used to preserve, for lower income households, the assisted housing developments, identified in this paragraph, including, but not limited to, federal Community Development Block Grant Program funds, tax increment funds received by a redevelopment agency of the community, and administrative fees received by a housing authority operating within the community. In considering the use of these financing and subsidy programs, the analysis shall identify the amounts of funds under each available program which have not been legally obligated for other purposes and which could be available for use in preserving assisted housing developments.

(b) (1) A statement of the community's goals, quantified objectives, and policies relative to the maintenance, preservation, improvement, and development of housing.

(2) It is recognized that the total housing needs identified pursuant to subdivision (a) may exceed available resources and the community's ability to satisfy this need within the content of the general plan requirements outlined in Article 5 (commencing with Section 65300). Under these circumstances, the quantified objectives need not be identical to the total housing needs. The quantified objectives shall establish the maximum number of housing units by income category, including extremely low income, that can be constructed, rehabilitated, and conserved over a five-year time period.

(c) A program which sets forth a five-year schedule of actions the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the housing element through the administration of land use and development controls, the provision of regulatory concessions and incentives, and ~~the~~ the utilization of appropriate federal and state financing and subsidy programs when available and the utilization of moneys in a low- and moderate-income housing fund of an agency if the locality has established a redevelopment project area pursuant to the Community Redevelopment Law (Division 24 (commencing with Section 33000) of the Health and Safety Code). In order to make adequate provision for the housing needs of all economic segments of the community, the program shall do all of the following:

(1) Identify actions that will be taken to make sites available during the planning period of the general plan with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Section 65584.09. Sites shall be identified as needed to facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobilehomes, housing for agricultural employees, supportive housing, single-room occupancy units, emergency shelters, and transitional housing.

(A) Where the inventory of sites, pursuant to paragraph (3) of subdivision (a), does not identify adequate sites to accommodate the need for groups of all household income levels pursuant to Section 65584, the program shall identify sites that can be developed for housing within the planning period pursuant to subdivision (h) of Section 65583.2.

(B) Where the inventory of sites pursuant to paragraph (3) of subdivision (a) does not identify adequate sites to accommodate the need for farmworker housing, the program shall provide for sufficient sites to meet the need with zoning that permits farmworker housing use by right, including density and development standards that could accommodate and facilitate the feasibility of the development of farmworker housing for low- and very low income households.

(2) Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.

(3) Address and, where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.

(4) Conserve and improve the condition of the existing affordable housing stock, which may include addressing ways to mitigate the loss of dwelling units demolished by public or private action.

(5) Promote housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability.

(6) Preserve for lower income households the assisted housing developments identified pursuant to paragraph (89) of subdivision (a).

The program for preservation of the assisted housing developments shall utilize, to the extent necessary, all available federal, state, and local financing and subsidy programs identified in paragraph (89) of subdivision (a), except where a community has other urgent needs for which alternative funding sources are not available. The program may include strategies that involve local regulation and technical assistance.

(7) The program shall include an identification of the agencies and officials responsible for the implementation of the various actions and the means by which consistency will be achieved with other general plan elements and community goals. The local government shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort.

(d) (1) A local government may satisfy all or part of its requirement to identify a zone or zones suitable for the development of emergency shelters pursuant to paragraph (4) of subdivision (a) by adopting and implementing a multijurisdictional agreement, with a maximum of two other adjacent communities, that requires the participating jurisdictions to develop at least one year-round emergency shelter within two years of the beginning of the planning period.

(2) The agreement shall allocate a portion of the new shelter capacity to each jurisdiction as credit towards its emergency shelter need, and each jurisdiction shall describe how the capacity was allocated as part of its housing element.

(3) Each member jurisdiction of a multijurisdictional agreement shall describe in its housing element all of the following:

(A) How the joint facility will meet the jurisdiction's emergency shelter need.

(B) The jurisdiction's contribution to the facility for both the development and ongoing operation and management of the facility.

(C) The amount and source of the funding that the jurisdiction contributes to the facility.

(4) The aggregate capacity claimed by the participating jurisdictions in their housing elements shall not exceed the actual capacity of the shelter.

(e) Except as otherwise provided in this article, amendments to this article that alter the required content of a housing element shall apply to both of the following:

(1) A housing element or housing element amendment prepared pursuant to subdivision (e) of Section 65588 or Section 65584.02, wherewhen a city, county, or city and county submits a first draft to the department for review pursuant to Section 65585 more than 90 days after the effective date of the amendment to this section.

(2) Any housing element or housing element amendment prepared pursuant to subdivision (e) of Section 65588 or Section 65584.02, wherewhen the city, county, or city and county fails to submit the first draft to the department before the due date specified in Section 65588 or 65584.02.

Housing Accountability Act

65589.5. (a) The Legislature finds and declares all of the following:

(1) The lack of housing, including emergency shelters, is a critical problem that threatens the economic, environmental, and social quality of life in California. (2) California housing has become the most expensive in the nation. The excessive cost of the state's housing supply is partially caused by activities and policies of many local governments that limit the approval of housing, increase the cost of land for housing, and require that high fees and exactions be paid by producers of housing.

(3) Among the consequences of those actions are discrimination against low income and minority households, lack of housing to support employment growth, imbalance in jobs and housing, reduced mobility, urban sprawl, excessive commuting, and air quality deterioration.

(4) Many local governments do not give adequate attention to the economic, environmental, and social costs of decisions that result in disapproval of housing projects, reduction in density of housing projects, and excessive standards for housing projects.

(b) It is the policy of the state that a local government not reject or make infeasible housing developments, including emergency shelters, that contribute to meeting the housing need determined pursuant to this article without a thorough analysis of the economic, social, and Environmental effects of the action and without complying with subdivision (d).

(c) The Legislature also recognizes that premature and unnecessary development of agricultural lands for urban uses continues to have adverse effects on the availability of those lands for food and fiber production and on the economy of the state. Furthermore, it is the policy of the state that development should be guided away from prime agricultural lands; therefore, in implementing this section, local jurisdictions should encourage, to the maximum extent practicable, in filling existing urban areas.

(d) A local agency shall not disapprove a housing development project, including farmworker housing as defined in subdivision (d) of Section 50199.50 of the Health and Safety Code, for very low, low-, or moderate-income households, or an emergency shelter, or condition approval in a manner that renders the project infeasible for development for the use of very low, low-, or moderate- income households, or an emergency shelter, including through the use of design review standards, unless it makes written findings, based upon substantial evidence in the record, as to one of the following:

(1) The jurisdiction has adopted a housing element pursuant to this article that has been revised in accordance with Section 65588, is in substantial compliance with this article, and the jurisdiction has met or exceeded its share of the regional housing need allocation pursuant to Section 65584 for the planning period for the income category proposed for the housing development project, provided that any disapproval or conditional approval shall not be based on any of the reasons prohibited by Section 65008. If the housing development project includes a mix of income categories, and the jurisdiction has not met or exceeded its share of the regional housing need for one or more of those categories, then this paragraph shall not be used to disapprove or conditionally approve the project. The share of the regional

housing need met by the jurisdiction shall be calculated consistently with the forms and definitions that may be adopted by the Department of Housing and Community Development pursuant to Section 65400. In the case of an emergency shelter, the jurisdiction shall have met or exceeded the need for emergency shelter, as identified pursuant to paragraph (7) of subdivision (a) of Section 65583. Any disapproval or conditional approval pursuant to this paragraph shall be in accordance with applicable law, rule, or standards.

(2) The development project or emergency shelter as proposed would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households or rendering the development of the emergency shelter financially infeasible. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation shall not constitute a specific, adverse impact upon the public health or safety.

(3) The denial of the project or imposition of conditions is required in order to comply with specific state or federal law, and there is no feasible method to comply without rendering the development unaffordable to low- and moderate-income households or rendering the development of the emergency shelter financially infeasible.

(4) The development project or emergency shelter is proposed on land zoned for agriculture or resource preservation that is surrounded on at least two sides by land being used for agricultural or resource preservation purposes, or which does not have adequate water or wastewater facilities to serve the project.

(5) The development project or emergency shelter is inconsistent with both the jurisdiction's zoning ordinance and general plan land use designation as specified in any element of the general plan as it existed on the date the application was deemed complete, and the jurisdiction has adopted a revised housing element in accordance with Section 65588 that is in substantial compliance with this article.

(A) This paragraph cannot be utilized to disapprove or conditionally approve a housing development project if the development project is proposed on a site that is identified as suitable or available for very low, low-, or moderate-income households in the jurisdiction's housing element, and consistent with the density specified in the housing element, even though it is inconsistent with both the jurisdiction's zoning ordinance and general plan land use designation.

(B) If the local agency has failed to identify in the inventory of land in its housing element sites that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need for all income levels pursuant to Section 65584, then this paragraph shall not be utilized to disapprove or conditionally approve a housing development project proposed for a site designated in any element of the general plan for residential uses or designated in any element of the general plan for commercial uses if residential uses are permitted or conditionally permitted within commercial designations. In any action in court, the burden of proof shall be on the local agency to show that its housing element does identify adequate sites with appropriate zoning and development standards and with services and facilities to accommodate the local agency's share of the regional housing need for the very low and low-income categories.

~~(e) This section does not relieve the local agency (C) If the local agency has failed to identify a zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit, has failed to demonstrate that the identified zone or zones include sufficient capacity to accommodate the need for emergency shelter identified in paragraph (7) of subdivision (a) of Section 65583, or has failed to demonstrate that the identified zone or zones can accommodate at least one emergency shelter, as required by paragraph (4) of subdivision (a) of Section 65583, then this paragraph shall not be utilized to disapprove or conditionally approve an emergency shelter proposed for a site designated in any element of the general plan for industrial, commercial, or multifamily residential uses. In any action in court, the burden of proof shall be on the local agency to show that its housing element does satisfy the requirements of paragraph (4) of subdivision (a) of Section 65583.~~

(e) Nothing in this section shall be construed to relieve the local agency from complying with the Congestion Management Program required by Chapter 2.6 (commencing with Section 65088) of Division 1 of Title 7 or the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code). ~~This~~ Neither shall anything in this section also ~~does not~~ be construed to relieve the local agency ~~local agency~~ from making one or more of the findings required pursuant to Section 21081 of the Public Resources Code or otherwise complying with the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(f) ~~This~~ (1) Nothing in this section ~~does not~~ shall be construed to prohibit a local agency from requiring the development project to comply with objective, quantifiable, written development standards, conditions, and policies appropriate to, and consistent with, meeting the jurisdiction's share of the regional housing need pursuant to Section 65584. However, the development standards, conditions, and policies shall be applied to facilitate and accommodate development at the density permitted on the site and proposed by the development project. ~~This.~~ (2) Nothing in this section ~~does not~~ shall be construed to prohibit a local agency from requiring an emergency shelter project to comply with objective, quantifiable, written development standards, conditions, and policies that are consistent with paragraph (4) of subdivision (a) of Section 65583 and appropriate to, and consistent with, meeting the jurisdiction's need for emergency shelter, as identified pursuant to paragraph (7) of subdivision (a) of Section 65583. However, the development standards, conditions, and policies shall be applied by the local agency to facilitate and accommodate the development of the emergency shelter project.

(3) This section does not prohibit a local agency from imposing fees and other exactions otherwise authorized by law that are essential to provide necessary public services and facilities to the development project or emergency shelter.

(g) This section shall be applicable to charter cities because the Legislature finds that the lack of housing, including emergency shelter, is a critical statewide problem.

(h) The following definitions apply for the purposes of this section:

(1) "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.

(2) "Housing development project" means a use consisting of either any of the following:

(A) Residential units only.

(B) Mixed-use developments consisting of residential and nonresidential uses in which nonresidential uses are limited to neighborhood commercial uses and to the first floor of buildings that are two or more stories. As used in this paragraph, "neighborhood commercial" means small-scale general or specialty stores that furnish goods and services primarily to residents of the neighborhood.

(C) Transitional housing or supportive housing.

(3) "Housing for very low, low-, or moderate-income households" means that either (A) at least 20 percent of the total units shall be sold or rented to lower income households, as defined in Section 50079.5 of the Health and Safety Code, or (B) 100 percent of the units shall be sold or rented to moderate-income households as defined in Section 50093 of the Health and Safety Code, or middle-income households, as defined in Section 65008 of this code. Housing units targeted for lower income households shall be made available at a monthly housing cost that does not exceed 30 percent of 60 percent of area median income with adjustments for household size made in accordance with the adjustment factors on which the lower income eligibility limits are based. Housing units targeted for persons and families of moderate income shall be made available at a monthly housing cost that does not exceed 30 percent of 100 percent of area median income with adjustments for household size made in accordance with the adjustment factors on which the moderate-income eligibility limits are based.

(4) "Area median income" means area median income as periodically established by the Department of Housing and Community Development pursuant to Section 50093 of the Health and Safety Code. The developer shall provide sufficient legal commitments to ensure continued availability of units for very low or low-income households in accordance with the provisions of this subdivision for 30 years.

(5) "Disapprove the development project" includes any instance in which a local agency does either of the following:

(A) Votes on a proposed housing development project application and the application is disapproved.

(B) Fails to comply with the time periods specified in subparagraph (B) of paragraph (1) of subdivision (a) of Section 65950. An extension of time pursuant to Article 5 (commencing with Section 65950) shall be deemed to be an extension of time pursuant to this paragraph.

(i) If any city, county, or city and county denies approval or imposes restrictions, including design changes, a reduction of allowable densities or the percentage of a lot that may be occupied by a building or structure under the applicable planning and zoning in force at the time the application is deemed complete pursuant to Section 65943, that have a substantial adverse effect on the viability or affordability of a housing development for very low, low-, or moderate-income households, and the denial of the development or the imposition of restrictions on the development is the subject of a court action which challenges the denial, then the burden of proof shall be on the local legislative body to show that its decision is consistent with the findings as described in subdivision (d) and that the findings are supported by substantial evidence in the record.

(j) When a proposed housing development project complies with applicable, objective general plan and zoning standards and criteria, including design review standards, in effect at the time that the housing development project's application is determined to be complete, but the local agency proposes to disapprove the project or to approve it upon the condition that the project be developed at a lower density, the local agency shall base its decision regarding the proposed housing development project upon written findings supported by substantial evidence on the record that both of the following conditions exist:

(1) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(2) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

(k) The applicant or any person who would be eligible to apply for residency in the development or emergency shelter may bring an action to enforce this section. If in any action brought to enforce the provisions of this section, a court finds that the local agency disapproved a project or conditioned its approval in a manner rendering it infeasible for the development of an emergency shelter, or housing for very low, low-, or moderate-income households including farmworker housing, without making the findings required by this section or without making sufficient findings supported by substantial evidence, the court shall issue an order or judgment compelling compliance with this section within 60 days, including, but not limited to, an order that the local agency take action on the development project or emergency shelter. The court shall retain jurisdiction to ensure that its order or judgment is carried out and shall award reasonable attorney's fees and costs of suit to the plaintiff or petitioner who proposed the housing development or emergency shelter, except under extraordinary circumstances in which the court finds that awarding fees would not further the purposes of this section. If the court determines that its order or judgment has not been carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled, including, but not limited to, an order to vacate the decision of the local agency, in which case the application for the project, as constituted at the time the local agency took the initial action determined to be in violation of this section, along with any standard conditions determined by the court to be generally imposed by the local agency on similar projects, shall be deemed approved unless the applicant consents to a different decision or action by the local agency.

(l) If the court finds that the local agency (1) acted in bad faith when it disapproved or conditionally approved the housing development or emergency shelter in violation of this section and (2) failed to carry out the court's order or judgment within 60 days as described in paragraph subdivision (k), the court in addition to any other remedies provided by this section, may impose fines upon the local agency that the local agency shall be required to deposit into a housing trust fund. Fines shall not be paid from funds that are already dedicated for affordable housing, including, but not limited to, redevelopment or low- and moderate-income housing funds and federal HOME and CDBG funds. The local agency shall commit the money in the trust fund within five years for the sole purpose of financing newly constructed housing units affordable to extremely low, very low, or low-income households. For purposes of this section, "bad faith" shall mean an action that is frivolous or otherwise entirely without merit.

(m) Any action brought to enforce the provisions of this section shall be brought pursuant to Section 1094.5 of the Code of Civil Procedure, and the local agency shall prepare and certify the record of proceedings in accordance with subdivision (c) of Section 1094.6 of the Code of Civil Procedure no later than 30 days after the petition is served, provided that the cost of

preparation of the record shall be borne by the local agency. Upon entry of the trial court's order, a party shall, in order to obtain appellate review of the order, file a petition within 20 days after service upon it of a written notice of the entry of the order, or within such further time not exceeding an additional 20 days as the trial court may for good cause allow. If the local agency appeals the judgment of the trial court, the local agency shall post a bond, in an amount to be determined by the court, to the benefit of the plaintiff if the plaintiff is the project applicant.

(n) In any action, the record of the proceedings before the local agency shall be filed as expeditiously as possible and, notwithstanding Section 1094.6 of the Code of Civil Procedure or subdivision (m) of this section, all or part of the record may be prepared (1) by the petitioner with the petition or petitioner's points and authorities, (2) by the respondent with respondent's points and authorities, (3) after payment of costs by the petitioner, or (4) as otherwise directed by the court. If the expense of preparing the record has been borne by the petitioner and the petitioner is the prevailing party, the expense shall be taxable as costs.

(o) This section shall be known, and may be cited, as the Housing Accountability Act.

Attachment 2

Definitions

Attachment 2

Definitions

Emergency Shelters (Health and Safety Code Section 50801(e))

"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.

Transitional Housing (Health and Safety Code Section 50675.2)(h)

"Transitional housing" and "transitional housing development" means 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.

Supportive Housing (Health and Safety Code 50675.14(b))

Housing with no limit on length of stay, that is occupied by the target population as defined in subdivision (d) of Section 53260, and that is linked to on- or off-site 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.

Target Population Definition per HSC 53260(d)

(d) "Target population" means adults with low-income having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people.

Attachment 3

Helpful Links

Attachment 3

Helpful Links

National Alliance to End Homelessness

<http://www.endhomelessness.org/section/tools/tenyearplan>

Interagency Council on Homelessness

<http://www.ich.gov/>

Interagency Council on Homelessness, Guide to Developing Plans and Examples

<http://www.ich.gov/slocal/index.html>

U.S. Department of Health and Human Services, Homelessness Resource Center

[http://www.nrchmi.samhsa.gov/\(X\(1\)S\(axpyp555dhn54z45ghpgvni4\)\)/Default.aspx?AspxAutoDetectCookieSupport=1](http://www.nrchmi.samhsa.gov/(X(1)S(axpyp555dhn54z45ghpgvni4))/Default.aspx?AspxAutoDetectCookieSupport=1)

The National Coalition for the Homeless – Local Resources In California

<http://www.nationalhomeless.org/resources/local/california.html>

HCD Selected Bibliography on Homeless Issues

<http://www.hcd.ca.gov/hpd/biblio.html>

Building Blocks for Effective Housing Elements

(links to funding resources, data, policy and research on homelessness)

http://www.hcd.ca.gov/hpd/housing_element/index.html

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

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March 6, 2014

Mr. Henry Garcia, Interim City Manager
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

Dear Mr. Garcia:

RE: Cudahy's 5th Cycle (2013-2021) Adopted Housing Element

Thank you for submitting Cudahy's housing element adopted on January 7, 2014 which was received for review on January 28, 2014 and is reporting the results of its review pursuant to Government Code (GC) Section 65585(h).

The adopted element meets the statutory requirements of State housing element law (GC, Article 10.6). The adopted element was found to be substantially the same as the revised draft element the Department's December 6, 2013 review determined met statutory requirements. However, the housing element cannot be found in full compliance until the City has amended its zoning ordinance to permit a year round emergency shelter without discretionary action pursuant to GC Section 65583(a)(4)(A).

Once the City has adopted a zoning ordinance to allow emergency shelters without discretionary review pursuant to the Emergency Shelter Program, a copy of the resolution evidencing the adoption should be transmitted to the Department. The Department will review the documentation and issue correspondence identifying the updated status of the City's housing element compliance.

The element now identifies adequate sites to accommodate the City's regional housing need for lower-income households demonstrated by Programs that will increase zoning densities. Densities in the High Density Residential zone will be increased from 14.52 to a minimum of 20 dwelling units per acre. Densities in the Community Commercial zone will be increased from 14.52 to a minimum of 20 dwelling units per acre. The City has committed to implementing the rezone program by October of 2014. The City must monitor and report on the results of this and other programs through the annual progress report, required pursuant to GC Section 65400.

Housing element compliance can qualify a local government to participate in several State funding programs. For example, the Housing Related Parks and Local Housing Trust Fund Programs both include housing element compliance either as a threshold or competitive factor in rating and ranking applications. Specific information about these and other programs is available on the Department's website at http://www.hcd.ca.gov/hpd/hrc/plan/he/loan_grant_hcompl011708.pdf.

The Department appreciates the assistance that Mr. Michael Allen, Associate Planner, and Mr. Didier Murillo, Planning Technician, provided throughout the course of the housing element review. The Department wishes Cudahy success in implementing its housing element and looks forward to following its progress through the General Plan annual progress reports pursuant to GC Section 65400. If the Department can provide assistance in implementing the housing element, please contact Barbara Field, of our staff, at (916) 263-1733.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen A. Campora". The signature is stylized and includes a small "for" written to the right of the main signature.

Glen A. Campora
Assistant Deputy Director

ORDINANCE No. 634

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING ZONE TEXT AMENDMENT 14-01 TO ADD NEW DEFINITIONS TO SUBSECTION 20.08.10 ADDING “EMERGENCY SHELTERS” 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 April 15, 2014 conducted a public hearing and continued the public hearing; and

WHEREAS, the Cudahy City Council, pursuant to law, on April 15, 2014 conducted a public hearing; and

WHEREAS, the Cudahy City Council has carefully considered all oral and written testimony offered at the public hearing; 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: A public hearing was held before the City Council of the City of Cudahy on April 15, 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.

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: Supportive Housing means housing with no limit on length of stay, that is occupied by persons and families who were homeless when approved for tenancy in the supportive housing project in which they currently reside, 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.

“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.

“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: 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.

“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 30 beds or persons may be served nightly, with associated support service not open to the public. Any Emergency Shelter for Homeless with greater than 30 beds, but less than 150 beds, shall be subject to approval of a Conditional Use Permit consistent with CMC Chapter 20.44.

(b) Separation Criteria. Said uses are to be located at least 300 feet from any residential use or residentially zoned property, park, child care center, or kindergarten through 12th grade curriculum school, as measured from the closest property line. An exception to this separation requirement may be granted if significant physical features act as barriers from said sensitive uses; such as a freeway, railroad right of way, or like features. In addition, at least 300 feet shall be

maintained from any other Emergency Shelter for Homeless or Multiservice Center for Homeless, as measured from the closest property line. Said uses shall be located within ½ mile of a transit stop.

(c) 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.

(d) 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.

(e) 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.***

(f) Hours of Operation. Emergency Shelters for Homeless providing less than 150 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.

(g) 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.

(h) Management and Operation Plan. The applicant or operator shall submit a Management and Operation Plan for the Emergency Shelter for review and approval by the Community Development Director or designee in consultation with the Chief of Police 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.

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

(j) 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.

(k) 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 15601(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.

ORDINANCE NO. 629

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADDING CHAPTER 2.54 OF TITLE 2 OF THE CUDAHY MUNICIPAL CODE ESTABLISHING CITY CAMPAIGN ETHICS REGULATIONS

WHEREAS, the City Council seeks to restore public trust in local government and the electoral process by preventing corruption or the appearance of corruption; and

WHEREAS, the City Council specifically desires to implement regulatory safeguards upon the giving and soliciting of campaign contributions for persons seeking to become elected officials of the City of Cudahy (“City”) and those who are incumbent elected officials of the City; and

WHEREAS, the proposed regulations sought by the Council are intended to establish practices consistent with the City Council’s commitment to conduct the public’s business in accordance with high ethical standards and in a manner consistent with open government practices; and

WHEREAS, it is also recognized that the First Amendment affords broad protections for political expression, which includes the right to contribute to election campaigns; and

WHEREAS, it is also recognized that public policy strongly encourages the giving and receiving of campaign contributions, which must be balanced with regulating the conduct of public officials in order to circumvent scheming and impropriety; and

WHEREAS, in *Buckley v. Valeo*, the United States Supreme Court, nevertheless, held that cities may constitutionally impose limits on campaign contributions to local candidates and their controlled committees; and

WHEREAS, Elections Code section 10202 allows cities to enact municipal campaign contribution limits by resolution or ordinance; and

WHEREAS, Government Code section 8013 of the Political Reform Act (the “Act”), allows cities to impose additional requirements beyond the Act that do not prevent compliance with the Act; and

WHEREAS, Government Code section 8570(a) of the Act, authorizes cities to impose campaign contribution limits.

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

Section 1. Title 2 (Administration and Personnel) of the Cudahy Municipal Code is hereby amended by the addition of the following Chapter 2.54 which shall read as follows:

CHAPTER 2.54 – CAMPAIGN ETHICS REGULATIONS

Sec. 2.54.010 Definitions.

Sec. 2.54.020 Prohibition Against Solicitation Contributions, Gifts, or Loans.

Sec. 2.54.030 Prohibition Against Soliciting or Accepting Campaign Contributions for Three (3) Months After Approving a Permit or Decision.

Sec. 2.54.040 Disqualification From Proceedings Due to Contributions, Gifts, or Loans Received Within Twelve (12) Months Prior to Proceeding.

Sec. 2.54.050 Referral and Enforcement.

Sec. 2.54.060 Statute of Limitations.

Sec. 2.54.010 Definitions.

For the purpose of this chapter, certain words and phrases are defined, and the definitions set forth as follows shall apply to the provisions of this chapter unless it is apparent from the context that a different meaning is necessarily intended.

“City Official” includes: (i) any elected or appointed City officeholder, including any City officeholder elected but not yet sworn in; (ii) City employees who are required to file a statement of economic interest pursuant to the California Political Reform Act, as amended; and (iii) any “public official” of the City as the term “public official” is defined under Government Code section 82048.

“Campaign Committee” means any “committee” within the meaning of Government Code section 82013, any “controlled committee” within the meaning of Government Code section 82016, any “general purpose committee” within the meaning of Government Code section 82027.5, any “primarily formed committee” within the meaning of Government Code section 82047.5, any “sponsored committee” within the meaning of Government Code section 82048.7, political action committee, association of citizens, or any other organization or association formed for the purpose

of promoting or opposing the election or reelection of a person to City elected office.

“Contribution” shall have the same meaning as set forth under Government Code section 82015.

“Gift” shall have the same meaning as set forth under Government Code section 82028.

“Loan” means the temporary transfer of money or goods for the personal use of an individual with the expectation that the money or goods will be returned.

“Person” means any natural person; any corporation of any variety; any limited liability company; any partnership of any variety; any sole proprietorship; any joint venture or like commercial venture or partnership; any trust; any independent contractor; or any organization or association of persons of any variety and formed for any purpose, including, but not limited to, any collective bargaining group or labor association.

Sec. 2.54.020 Prohibition Against Solicitation Contributions, Gifts, or Loans.

It shall be unlawful for any City Official to use his or her office or position, or exercise the power or authority of his or her office or position, in any manner intended by the City Official to induce or coerce any of the following entities to make a Contribution, Gift or Loan to the City Official or to any Campaign Committee controlled by the City Official: (a) any Person currently under contract with the City to provide any service, goods, or equipment to the City in exchange for compensation paid by the City; (b) any Person who has a proposal or bid pending before the City for the award of a contract to provide the City with any service, goods, or equipment in exchange for compensation paid by the City; (c) any Person who has just been awarded a contract to provide the City with any service, goods, or equipment but has yet to execute a contract for the same; (d) any Person who is a party to any municipal franchise agreement with the City (e.g., to provide solid waste handling services, transportation services, and the like); (e) any Person who has a proposal or bid pending before the City for the award of any municipal franchise or any Person who has been awarded a municipal franchise but has yet to execute a franchise agreement with the City; (f) any employee of the City or any person employed by a public agency under contract with the City to provide a municipal service within the City; (g) any Person directly responsible for representing any represented or unrepresented employee or group of employees of the City in negotiations with the City regarding hourly wages, salaries, benefits (including pension benefits, retirement

benefits, medical benefits, and other benefits or perks provided by the City in lieu of wages or salaries), and other workplace conditions; or (h) any Person directly responsible for representing any represented or unrepresented employee or group of employees employed by a public agency under contract with the City to provide a municipal service within the City.

Sec. 2.54.030. Prohibition Against Soliciting or Accepting Campaign Contributions for Two (2) Years After Approving a Permit or Decision.

- A. No City Official or Campaign Committee controlled by the City Official shall solicit or accept any Contribution, Gift, or Loan in excess of One Hundred Dollars (\$100) or any aggregation of multiple Contributions, Gifts, or Loans that exceeds One Hundred Dollars (\$100) from any single Person for a period of two (2) years following the date final action is taken in any of the following varieties of matters in which the City Official participated in the deliberation and/or vote of the City Council: (i) any proceeding to approve or deny a license, permit, or land use entitlement in which the contributor, gift giver, or lender was the applicant or a natural person with an ownership interest in the applicant or is the owner of the real property parcel for which the license, permit, or land use entitlement corresponds; (ii) any proceeding to award a contract to provide services, goods, or equipment to the City in exchange for compensation paid by the City wherein the contributor, gift giver, or lender was the Person awarded the contract or has an ownership interest in the Person awarded the contract or wherein the entity awarded the contract is a subsidiary entity owned or otherwise controlled by the contributor, gift giver, or lender; (iii) any proceeding to award a municipal franchise agreement wherein the contributor, gift giver or lender was the Person awarded the franchise or has an ownership interest in the franchisee or wherein the entity awarded the franchise is a subsidiary entity owned or otherwise controlled by the contributor, gift giver, or lender; (iv) any proceeding to approve a collective bargaining agreement or employment agreement in which the Person making the contribution or loan represents the represented or unrepresented employee(s) covered under the collective bargaining agreement or employment agreement; and (v) any proceeding to take action on the approval, renewal, or termination of an agreement in which another public agency will provide a municipal service to the City wherein the Person making the contribution, gift, or loan is the collective bargaining representative of the employees who will perform the municipal service on behalf of the public agency.

- B. For purposes of this section, a City Official participates in a proceeding if he or she is counted as part of the quorum when a matter is deliberated and/or acted upon. Persons who abstain on a matter but remain on the dais shall still be considered part of the quorum. Only recusal and departure from the City Council chambers while the matter is being decided upon shall constitute non-participation. Absence from a meeting in which the subject matter was decided and deliberated upon shall also qualify as non-participation.
- C. For purposes of this section, members of the public, other than the applicant, the contractor, or direct recipient of an approval, who express an opinion to the City Council through direct public comment, through testimony at a public hearing, or in writing shall not be affected by this section.
- D. A City Official who accepts a Contribution, Gift, or Loan in violation of this section shall have thirty (30) calendar days from the date he or she is provided with written notice of the violation by the City Manager to return the Contribution, Gift, or Loan in full, and, if such Contribution, Gift, or Loan is returned within such 30-day period, no violation shall be deemed to have occurred.

Sec. 2.54.040 Disqualification from Proceedings Due to Contributions, Gifts, or Loans Received Within Two (2) Years Prior to Proceeding.

- A. No City Official shall vote on or otherwise participate in the deliberation of any of the following proceedings in the event the City Official or a Campaign Committee controlled by the City Official received a Contribution, Gift, or Loan in excess of One Hundred Dollars (\$100) or any aggregation of multiple Contributions, Gifts, or Loans that exceeds One Hundred Dollars (\$100) from any single Person within the two-year period immediately preceding the commencement of any City Council proceeding to:
 - (i) any proceeding to approve or deny a license, permit, or land use entitlement in which the contributor, gift giver, or lender is the applicant or a natural person with an ownership interest in the applicant or is the owner of a real property parcel for which the license, permit, or land use entitlement corresponds;
 - (ii) any proceeding to award a contract to provide services, goods, or equipment to the City in exchange for compensation paid by the City wherein the contributor, gift giver, or lender is the Person who is being considered for the award of the contract or has an ownership interest in the Person being considered for the award of the contract or wherein the entity being considered for the award of a contract is a subsidiary entity owned or otherwise controlled by

the contributor, gift giver, or lender; (iii) any proceeding to award a municipal franchise agreement wherein the contributor, gift giver, or lender was the Person who is being considered for the award of the franchise or has an ownership interest in the franchisee or wherein the entity being considered for the award of the franchise is a subsidiary entity owned or otherwise controlled by the contributor, gift giver, or lender; (iv) any proceeding to approve a collective bargaining agreement or employment agreement in which the Person making the contribution, gift, or loan represents the represented or unrepresented employee(s) covered under the collective bargaining agreement or employment agreement; and (v) any proceeding to take action on the approval, renewal, or termination of an agreement in which another public agency will provide a municipal service to the City wherein the Person making the contribution, gift or loan is the collective bargaining representative of the employees who will perform the municipal service on behalf of the public agency.

- B. For purposes of this section a City Official participates in a proceeding if he or she is counted as part of the quorum when a matter is deliberated and/or acted upon. Persons who abstain on a matter but remain on the dais shall still be considered part of the quorum. Only recusal and departure from the City Council chambers while the matter is being decided upon shall constitute non-participation. Absence from a meeting in which the subject matter was decided and deliberated upon shall also qualify as non-participation.

- C. A City Official or Campaign Committee controlled by the City Official that accepts a Contribution, Gift, or Loan within the 12-month period set forth under subsection A of this section, above, may participate in any of the proceedings identified under subsection A of this section provided the City Official and/or his or her controlled Campaign Committee return the Contribution, Gift, or Loan in full no less than seven (7) calendar days prior to the date of the proceedings. The City Official and/or his or her controlled Campaign Committee must provide written confirmation and supporting documentation to the City Manager evidencing that the Contribution, Gift, or Loan has been returned prior to the meeting, and such written confirmation and supporting documentation must be entered into the record of the proceedings at the commencement of the proceedings before the City Official may be allowed to participate and vote on the matter.

Sec. 2.54.050 Prohibition Against Solicitation of Contributions and Gifts.

- A. It is unlawful for any City Official or any Campaign Committee controlled by the City Official to demand or otherwise solicit a Contribution or Gift from a City employee with knowledge that the person from whom the Contribution or Gift is solicited is a City employee.
- B. It is unlawful for any candidate for City elective office or any Campaign Committee controlled by the candidate or formed for the purpose of promoting or supporting the candidate's candidacy for City elected office to demand or otherwise solicit a Contribution or Gift from a City employee with knowledge that the person from whom the Contribution or Gift is solicited is a City employee.
- C. Notwithstanding subsections A and B, this section shall not prohibit a City Official or candidate for City elective office or any Campaign Committee controlled by such individuals from soliciting Contributions from City employees in instances where the City employee has voluntarily requested to be placed on a solicitation list or where the solicitation takes the form of a blanket solicitation made to the general public (e.g., the mass mailing, door-to-door distribution or electronic mail distribution of campaign materials which may include requests for contributions to City residents or to City residents with a particular party affiliation).
- D. Nothing in this section shall prohibit a City employee from making an unsolicited, voluntary Contribution to a City Official or candidate for City elective office, and nothing in this section shall prohibit a City Official or candidate for City elective office from accepting an unsolicited, voluntary Contribution from a City employee.

Sec.2.54.060 Referral and Enforcement.

Persons seeking to report alleged violations of this chapter shall submit their allegations in writing signed under penalty of perjury of the laws of the State of California on a form provided by the City. The writing shall specifically identify which provision(s) of this chapter have been violated and shall explain in detail the factual basis for the allegation(s). The writing shall indicate the date(s) of the alleged violations and shall also specifically identify and include any evidence in support of the allegation(s). Evidence based on the testimony of individuals shall be submitted in the form of a printed declaration signed under penalty of perjury under the laws of the State of California on forms prepared by the City. Written allegations shall be submitted to the City Manager care of the City Clerk. The City Manager shall submit the materials to the City Prosecutor for review and evaluation within seven (7) calendar days of its receipt. The City Prosecutor shall have discretion to prosecute the matter pursuant to Chapter 1.36 (Penalty Provisions) of the Cudahy Municipal Code or may refer the matter to the District Attorney for potential

prosecution as a misdemeanor pursuant to Chapter 1.36. If the allegations contend that the City Manager has violated the provisions of this chapter, the writing shall be submitted to the City Attorney who shall in turn refer the matter to the City Prosecutor in the same manner as if the matter had been submitted to the City Manager. If the District Attorney declines to prosecute the matter, the matter shall be deemed closed and no further prosecution shall be forthcoming under this chapter.

Sec. 2.54.070 Statute of Limitations.

There shall be no prosecution for any specific alleged violation of this chapter if the written form containing the allegation of the violation is submitted to the City Clerk more than sixty (60) calendar days from the date the specific violation is alleged to have occurred. The City Prosecutor or the District Attorney shall have six (6) months from the date of submission of the written allegations to the City Clerk to prosecute any alleged violations. In the event the City Prosecutor or the District Attorney shall fail to prosecute the matter within said 6-month period the matter shall be deemed closed and no further prosecution shall be forthcoming under this chapter for the violations alleged.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the 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 adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions might subsequently be declared invalid or unconstitutional.

Section 3. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations, title 14, chapter 3, because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment.

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance or a summary thereof to be published in the manner required by law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Cudahy on this 15th day of April, 2014.

ORDINANCE NO. 633**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY AMENDING SECTION 2.04.020 OF THE CUDAHY MUNICIPAL CODE REGARDING MEETING DATES AND TIMES**

WHEREAS, pursuant to *Government Code* section 54954, each legislative body, including city councils, must provide, by ordinance, resolution or other rules, the time and place for holding regular meetings; and

WHEREAS, *Government Code* section 36805 requires city councils to hold regular meetings at least once a month at times fixed by ordinance or resolution; and

WHEREAS, the Cudahy City Council (the "City Council") currently conducts its regular meetings on the first and third Tuesday of each and every month at 6:30 p.m., in accordance with Ordinance No. 628 and Section 2.04.020 of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code; and

WHEREAS, the City Council wishes to amend the meeting dates to the first Saturday and third Tuesday of each month.

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

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. Section 2.04.020, subdivision (1) of the Cudahy Municipal Code IS HEREBY AMENDED IN ITS ENTIRETY TO NOW STATE THE FOLLOWING:

2.04.020 Council Meetings.

(1) Regular Meetings. Regular meetings of the city council shall be held on the first Saturday at 9:00 a.m. and the third Tuesday of each month at 6:30 p.m., or if any such Saturday or Tuesday falls on a holiday, the next succeeding day which is not a holiday.

Any provisions of the Cudahy Municipal Code which may be inconsistent with the amendment are similarly repealed or amended to the extent of inconsistency and no further.

SECTION 3. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Cudahy hereby declares that it would have passed this Ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 4. The City Council finds that the actions contemplated herein do not constitute a project subject to the California Environmental Quality Act, Public Resources Code §§ 21000 et seq. "CEQA" and its implementing regulations, 14 Cal. Code Regs. §§ 15000 et seq. (the "CEQA Guidelines"), as they will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines §§ 15060(c)(2)-(3), 15378.

SECTION 5. 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 6. 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 7. 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 by the City Council of the City of Cudahy at the regular meeting of this ___ day of _____, 2014.



AGENDA REPORT

MEETING DATE: April 15, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Finance

FROM: Steven Dobrenen

TITLE: Demands and Payroll for the Month of February, 2014

RECOMMENDATION:

It is recommended that the City Council approve the Demands and Payroll for the month of February, 2014

SUMMARY:

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

Computer warrants	36816 - 36947
Void checks	None
Total amount disbursed	\$634,492.84

Payroll Warrants including payroll taxes and insurance premiums:

	February 6, 2014	February 20, 2014
Issued Warrants Number	17470 - 17554	17555 - 17615
Voided Warrants		
Issued Warrants Amounts	\$ 18,406.09	\$ 10,829.50
Direct Deposits	49,163.42	47,006.90
CalPERS Direct Deposit (a)	31,788.75	
CalPERS Direct Deposit (b)	14,908.55	
Payroll taxes (c)	12,913.59	12,858.54
Total Amount	\$ 127,180.40	\$ 70,694.94
Note (a) - Payments for CalPERS medical insurance		
Note (b) - Payments for CalPERS retirement contributions		
Note (c) - Federal and State payroll taxes		

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 approved for payment and the payment of payroll be approved and ratified. It is also requested that the listed warrants be approved for payment.



AGENDA REPORT

MEETING DATE: April 15, 2014
TO: Honorable Mayor and Members of the City Council
THROUGH: Finance
FROM: Steven Dobrenen
TITLE: **LOCAL AGENCY INVESTMENT FUND for the Month of February, 2014**

RECOMMENDATION:

It is recommended that the City Council approve the LAIF Investment Fund Report for the month of February, 2014

LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

Beginning Balance as of:	February 01, 2014	\$5,703,624.83
Ending Balance as of	February 28, 2014	\$5,703,624.83 =====

CITY OF CUDAHY
Cash and Investment Report February, 2014

	January, 2014	Receipts	Disbursements	February, 2014
001 General Fund	3,909,882.68	217,576.41	410,629.71	3,716,829.38
040 Drug Assets Seizure Fund	52,563.79		2,685.62	49,878.17
201 State Gas Tax	850,441.67		35,177.54	815,264.13
240 Prop 1 B - Local Street Improv.	464,077.66			464,077.66
251 Prop C	78,819.38	33,360.24	18,908.00	93,271.62
252 Prop A	603,909.34	37,707.33	2,113.59	639,503.08
253 Measure R	276,360.61	23,384.89	5,413.06	294,332.44
255 TDA	407.45			407.45
257 AQMD	21,517.95		1,694.86	19,823.09
260 Used Oil	6,620.84			6,620.84
261 California Beverage Container	6,709.82			6,709.82
265 Recycling Grant	14,187.58			14,187.58
270 C.O.P.S	66,833.75	18,086.07		84,919.82
300 CAL Home	128,120.07		108.95	128,011.12
350 Street Lighting fund	68,871.99	5,991.82	10,373.93	64,489.88
490 CRA Capital Project Fund	(2,803.08)			(2,803.08)
510 CDBG	(36,636.05)	3,146.00	29,831.49	(63,321.54)
610 Successor Agency	1,819,535.27		998.57	1,818,536.70
710 Youth Foundation	209,803.76	2,383.00	142,936.37	69,250.39
730 Refuse Assessment	172,967.41	14,270.16	172,876.29	14,361.28
	<u>8,712,191.89</u>	<u>355,905.92</u>	<u>833,747.98</u>	<u>8,234,349.83</u>
LAIF- CITY	5,703,624.83			5,703,624.83
Wells Fargo	<u>3,008,567.12</u>	<u>355,905.92</u>	<u>833,747.98</u>	<u>2,530,725.06</u>
TOTAL	<u>8,712,191.95</u>	<u>355,905.92</u>	<u>833,747.98</u>	<u>8,234,349.89</u>

Cash disbursements per February Demand and Payroll Reports:

AP disbursements	634,492.84
Payroll - February 6, 2014	127,180.40
Payroll - February 20, 2014	70,694.94
Add: Total Bank charges in February, 2014	940.05
Add: Misc charges paid by credit card	989.75
Less: Voided check	(550.00)
Total Cash Disbursements per February Cash & Investment Report	<u>833,747.98</u>



AGENDA REPORT

MEETING DATE: April 15, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Henry Garcia, City Manager

FROM: Steven Dobrenen, Finance Director

**TITLE: PROP A FUND EXCHANGE WITH PALOS VERDES
PENINSULA TRANSIT AUTHORITY**

BACKGROUND

Prop A funds in the County of Los Angeles are restricted for transit purposes only. As a result many cities have difficulties spending their Prop A funds. The Los Angeles Metropolitan Transit Authority (MTA) has allowed exchanges of funds to cities that can spend these restricted Prop A funds on approved projects. The Prop A funds may be exchanged for General Funds and there is no restriction on the use of the General Funds received through this exchange.

The City of Cudahy has \$ 300,000 in Prop A funds available to sell to the Palos Verdes Peninsula Transit Authority \$0.75 on the dollar which would yield \$225,000 in General Fund monies. The proceeds of this Fund Exchange will be use to augment General Fund revenue to cover the decrease in Sales Tax and Property Tax Revenues due to the economic downturn. The fund exchange has been approved by MTA.

FISCAL IMPACT

An additional \$225,000 to the general fund.

RECOMMENDATION

Approve the exchange of available Prop A monies to the Palos Verdes Peninsula Transit Authority, and authorize the City Manager to execute the agreement.

PROPOSITION 'A' FUND EXCHANGE AGREEMENT

This Fund Exchange Agreement (Agreement) is made and entered into this 22nd day of May 2014, by and between the Palos Verdes Peninsula Transit Authority (PVPTA) and the City of Cudahy, with respect to the following facts:

- A. The PVPTA operates a municipal transit system and has a need for additional Proposition A Local Return funds to assist in the financing of its fixed route transit operations, and to provide funds for acquisition of a new transit related equipment.
- B. The City of Cudahy has an accumulation of uncommitted Proposition A Local Return funds which could be made available to the PVPTA to assist in providing the project described in Paragraph A of this Agreement.
- C. In exchange for the transfer by the PVPTA of the amount of its general funds indicated in Section 1 below, the City of Cudahy is willing to transfer uncommitted Proposition A Local Return funds to the PVPTA for the purpose identified in Paragraph A.
- D. The Los Angeles County Metropolitan Transportation Authority approved this Fund Exchange and the PVPTA's project description Form (Form A) covering the services discussed in Paragraph A above.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

1. Exchange. The City of Cudahy shall transfer \$300,000 of its Fiscal Year 2014-2015 uncommitted Proposition A Local Return funds to the PVPTA. In return, the PVPTA shall transfer \$225,000 in general funds to the City of Cudahy.
2. Consideration. The City of Cudahy shall transfer the agreed upon Proposition A Local Return funds to the PVPTA in one (1) lump sum payment no later than June 30, 2014. The PVPTA shall transfer the agreed upon general funds to the City of Cudahy in one (1) lump sum payment no later than June 30, 2014.
3. Term. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.
4. Termination. Termination of this Agreement may be made by either party prior to the transfer of funds pursuant to Section 2 of this Agreement, so long as written notice of intent to terminate is given to the other party at least five (5) days prior to the termination.
5. Notices. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

Henry Garcia, Interim City Manager, c/o Steven Dobrenen, Finance Director
5220 Santa Ana St., Cudahy, California 90201.

Mr. Martin Gombert Administrator
PVPTA P.O. Box 2656 Palos Verdes Peninsula, California 90274

6. Assurances.

a. The PVPTA shall use the assigned Proposition A Local Return Funds only for the purpose of providing the project discussed in Paragraph A of this Agreement and within the time limits specified in Metropolitan Transportation Authority's Proposition A Local Return Program Guidelines.

b. Concurrently with the Execution of this Agreement, the PVPTA shall provide the Metropolitan Transportation Authority with the Standard Assurances and Understandings Regarding Receipt and Use of Proposition A Funds specified in the Guidelines regarding the use of the assigned Proposition A Local Return Funds.

7. Entire Agreement. This Agreement constitutes the entire understanding between the parties, with respect to the subject matter herein. This Agreement shall not be amended nor any provisions or breach hereof waived, except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Fund Exchange Agreement to be executed by their respective officers, duly authorized, on the day and year written above.

PALOS VERDES PENINSULA TRANSIT

CITY OF CUDAHY

By: _____
Chairperson

By: _____
Chris Garcia, Mayor

Attest:

Attest:

Martin Gombert, Administrator

Angela Bustamante, Deputy City Clerk





AGENDA REPORT

MEETING DATE: April 15, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Victor Ferrer, Management Analyst

THROUGH: Steven Dobrenen, Director of Finance

TITLE: Procurement of a Taxicab Operator's License from the City Council by Futura Taxi

RECOMMENDATION:

That the City Council approve a **Taxicab Operator's License** to **Futura Taxi** to allow the operation of taxi service within the City for the period of ONE calendar year commencing Wednesday, April 16, 2014 and that the license be renewable annually subject to the licensee meeting the requirements for renewal. Once the license has been approved by the City Council the applicant per CMC Section 5.08.490 shall file with the sheriff's department a policy of insurance prior to the issuance of the approved license. City Staff will provide the licensee a copy of the following Cudahy Municipal Codes:

§10.04.090 (2), which states, "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."; and

§20.80.010, which specifies regulations on the limitation of parking and loading facilities; and

§5.08.010 (2) and §9.04.290, which regulates advertising and the distribution of handbills; and

BACKGROUND:

Futura Taxi proposed to operate within the city limits of Cudahy by filing an application in accordance with Cudahy Municipal Code §5.08.420.

Futura Taxi provides service in Southeast Los Angeles County region specifically in the cities of Downey, Lynwood, Compton, and South Gate. Lynwood Mayor Salvador Alatorre, through a letter addressed to Cudahy Mayor Guerrero, has expressed his support to Futura Taxi Company owner Mr. German Amador stating,

“This is a reputable taxi cab business and their operation in the City of Cudahy along with other cities within Southeast Los Angeles County region enhances the mobility of persons who use taxi services in this region.”

Futura Taxi is located in the City of Lynwood and provides services, twenty-four hours a day, seven days a week including holidays. Their drivers are bilingual in an effort to accommodate, and provide friendly and safe service. Their fleet includes twenty vehicles with two of those being wheelchair accessible vans to meet the needs of customers.

DISCUSSION:

Futura Taxi's dispatch center is located in the City of Lynwood, which allows them to dispatch from that location without having any taxi stands within the city. This is very important due to the density of the city and the traffic it can potentially cause by having a taxi stand within the city limits.

According to the City of Cudahy's Municipal Code (CMC) Section 5.08.420 and 5.08.430:

5.08.420 Licenses Applications - Every application for a taxicab operator's license shall be signed by the applicant. If the application is for an original license, not a renewal, it shall contain the following information: (1) The name and address of the applicant; (2) If the applicant is a corporation, the names and addresses of its directors; (3) The locations of the taxicab stands requested; (4) The places on private property, if any, where the applicant intends to park taxicabs while awaiting passengers and, if none, a statement of that fact; (5) The area within which the applicant proposes to operate; (6) The kind and amount of public liability and property damage insurance covering each vehicle to be used for the acceptance of passengers for hire within the city; (7) The taxicab color scheme and insignia; (8) The owner's trade name and business address; (9) The number of vehicles to be used for accepting passengers for hire within the city; (10) The schedule of rates proposed to be charged; (11) The applicant's estimate of the need of taxicab service in the area which he proposes to serve and the taxicab service in such area being provided by others; (12) Demonstrate that the applicant has at least 15 vehicles in its fleet to operate as taxicabs within the city; (13) Written documentation that each driver employed by the applicant has successfully passed a controlled substance and alcohol test which complies with the requirements of Government Code Section 53075.5(b)(3); (14) Written documentation that each driver employed by the applicant has complied with CMC 5.08.590; and (15) Such further information as either the sheriff's department or the city council may require. (Ord. 553 §§ 3 – 6; Ord. 505 § 3. 2002 Code § 6-21.4).

5.08.430 Requirements for granting a taxicab license - The city council may grant a taxicab operator's license if the city council finds that: (1) After all requests for the modification of existing taxicab operator's licenses have been granted, wholly or in part, or denied, the public convenience and necessity still justify the operation of one or more additional taxicabs in the area applied for; (2) The applicant is a fit and proper person to possess a taxicab operator's license; (3) The applicant has complied with all of the provisions of this chapter; and (4) The

applicant has at least 15 vehicles in its fleet to operate as taxicabs within the city.* (Ord. 553 §§ 7, 8; Ord. 505 § 3. 2002 Code § 6-21.5).”

ANALYSIS:

Approval is based on the City Council making the findings mentioned above in CMC Section 5.08.430.

Staff has reviewed the application for a taxicab operator’s license and has made the following findings:

- The applicant has provided an estimate of the need of taxicab service in the area which he proposes to serve and the taxi cab service in such an area being served by others.
- The applicant is a fit and proper person to possess a taxicab operator’s license.
- The applicant has provided the documents required by Section 5.08.420.
- The applicant has 15 vehicles in its fleet to operate as taxicabs within the city.

Staff concluded that Futura Taxi has met all the requirements needed for approval of a taxicab operator’s license.

Attachment – None



AGENDA REPORT

MEETING DATE: April 15, 2014

TO: Honorable Mayor and Members of the City Council

FROM: City Attorney Office / Department of Finance / Department of City Clerk / Office of the City Manager

TITLE: Report and Recommendation from the Aging and Senior Citizens Commission

BACKGROUND:

The Aging and Senior Citizens Commission (Commission) serves in an advisory capacity to the City Council on matters and means to enhance the health and quality of seniors in the community; provides advice based on input received to improve the programs, policies and services. The Commission has no administrative authority or responsibility. It makes general recommendations only. The Commission recognizes that its recommendations to the City Council and Administration will not always be followed.

The Aging and Senior Citizens Commission Handbook indicates that all commission reports and recommendations are to be transmitted to City Council through the staff – not by individual members or by the Commission proper. The handbook indicates that Staff shall forward to the City Council motions and reports as directed by the Commission without editing or interpretation. If staff is in disagreement with a Commission report or recommendation, his/her role is to transmit the Commission report or recommendation in addition to the staff recommendation, if appropriate.

Bingo is played Monday through Friday (11:30 a.m.-12:00p.m.) at the Leo P. Turner Center / Clara Park. The proceeds from bingo are turned into the City daily. The monies received are maintained and tracked separately.

Commission Report on Basic Policies to Deal with the Problems Associated with Aging

None.

Commission Recommendation

Request for a staff report on how to create a non-profit for bingo money.

RECOMMENDATION:

The City Attorney's office recommends that bingo, raffles, and any other game of chance conducted by the Commission, be suspended until further research is completed regarding the compliance of these games with state law. Lottery-type games, including bingo games and

raffles, are strictly regulated by state law and certain types of these games are prohibited under Chapter 9 of Title 9 of Part 1 of the California Penal Code. Additional time is needed to determine the legal restrictions applicable to these games and what steps, if any, the City needs to take in order to ensure that these games are operated in compliance with state law. Additionally, it can be investigated if there are any pre-existing non-profit organizations which could operate daily bingo.

City Staff recommends that the City Council request the Senior Commission to provide a report on the needs of seniors in the community of Cudahy. The City Council should evaluate the needs and determine what type of funding the City wants to provide to address the needs of the seniors. Once the City Council determines what type of funding will be needed an appropriate adjustment should be made to the budget for senior activities. Before forming a non-profit the City Council should direct staff to determine if non-profits exist which could meet the needs of the community of seniors in Cudahy.

Discussion/Analysis:

1. The City Council could vote to adopt the recommendations of City Staff and the City Attorney's office as proposed to enable research to be performed in the proper order.



AGENDA REPORT

MEETING DATE: April 15, 2014

TO: Honorable Mayor and Members of the City Council

FROM: Henry Garcia, Interim City Manager

Subject: Consolidated Disposal Service

BACKGROUND:

On December 15, 1998 the City of Cudahy and Consolidated Disposal Service L.L.C., a subsidiary of Republic Services, Inc. entered into an Agreement for Solid Waste and Recyclable Materials Handling Services.

On April 16, 2012 Amendment No. 1 to Agreement for Solid Waste and Recyclable Materials Collection Services was made.

FISCAL IMPACT:

The money to pay for the services is collected by the county tax collector and the city must pay the contractor within 30 days of receipt of the funds from the county. The general fund does not subsidize the costs of services. A change in the cost of services does not positively or negatively impact to the amounts paid to the contractor from the general fund since the payments are pass-through in nature.

SUMMARY:

TERM OF CONTRACT

The initial term was for 10 years commencing on January 1, 1999. Section 1.4 of the Agreement provides that on January 1, 2000, and every subsequent January, the term is automatically extended one year. Section 1.4 states:

The term of this Agreement shall be for ten (10) years (the "Initial Term") commencing January 1, 1999. On January 1, 2000, and each year thereafter the term of this Agreement shall be automatically extended one (1) additional year, so that the remaining term shall continue to be ten (10) years. In no event shall the term, including any extension thereof, at any time exceed a total period of ten (10) years. Should either party desire that the automatic renewal and extension provision be terminated, such party shall give the other written notice of termination. Any such notice shall serve only to terminate the automatic one (1) year renewal and extension provision, and this Agreement shall remain in effect for the balance of the term then outstanding. Notwithstanding the foregoing, the unexcused failure or refusal of the Collector to perform any material term,

covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, to terminate this agreement for cause in accordance with the procedures elsewhere contained herein.

Paragraph 3 of Amendment No. 1 modifies the City's rights to terminate the automatic one year extensions by stating:

The City shall not take any action with respect to, or give any notice of termination of, the automatic renewal provisions in section 1.4 of the Franchise Agreement for a period of 30 months, through and including December 31, 2014.

Termination Clauses:

As provided in in Section 1.4 of the Agreement, the City can terminate the automatic one year extensions at any time and without cause by serving written notice to Consolidated. The termination notice would stop the extensions, but the term remaining on the Agreement would remain in full effect. However, pursuant to Amendment No. 1, the City cannot terminate the automatic one year extensions until after December 31, 2014. Alternatively, the City may terminate the Agreement through the breach and default provisions.

Termination for Convenience – No provision is included in the Agreement. The grounds and process for terminating the Agreement through the breach and default provisions are set forth in Article V of the Agreement.

Article V – Breach and Termination

Section 5.1.1 of the Agreement states: “All terms and specifications of this agreement are material and binding, and failure to perform any portion of the work described herein shall be considered a breach of this agreement.” In the event Consolidated breaches the Agreement, the City may default Consolidated by serving Consolidated with a 30 day Notice of Default. The Notice of Default must describe the breach. If the breach requires more than 30 days to cure, then Consolidated has 90 days from the date it received the Notice to Cure, but only if it commenced curing the breach within the initial 30 day notice period. If Consolidated does not cure the breach, the City may terminate the Agreement. As an alternative to a Notice of Default, the City Manager may serve Consolidated with a Notification of Deficiencies. The Notification of Deficiencies must specify which duties Consolidated is performing in a deficient manner and provide Consolidated with a timeframe in which to correct its deficient performance or contest the contents of the Notification.

Section 5.4 Termination for Cause – “City reserves the right to terminate this Agreement in the event of any of [six conditions or events].” The six events are paraphrased as follows:

- Consolidated committed fraud or misrepresentation during negotiations on the Contract;
- Consolidated did not have Workers' Compensation Insurance and liability insurance policies in place at all times;
- Consolidated violated orders or rulings of judicial or regulatory bodies relating the Agreement;

- Consolidated did not perform collection services for seven consecutive days;
- Consolidated failed to make payments owed to the City;
- Consolidated did not cure the breach(es) found in a properly served Notice of Default within the default period;
- Consolidated received three separate Notices of Default served within a twelve month period.

If any of the above six events occurred or occurs, the City has the right to immediately terminate the Agreement without providing Consolidated with an opportunity to cure.

ARTICLE IV - BILLING PROVISIONS

Consolidated must pay the City eight percent of its gross receipts from all of its waste hauling in the City as "Collector Fees." Consolidated bills commercial/industrial customers directly, and the City's Collector Fees from commercial/industrial waste removal is payable to the City each fiscal quarter and must be submitted in the form of an accounting, i.e., a detailed invoice showing Consolidated's relevant gross receipts. The City has audit rights for the quarterly Collector Fee payments.

For residential waste removal, the City must place the applicable waste removal fees and the City's Utility Users Tax onto the County property tax rolls. When the City receives the tax proceeds from the County, the City retains eight percent of the waste removal fees and all of the Utility Users Tax. The City then remits the remaining ninety-two percent of the removal fees to Consolidated. The City is not liable to Consolidated for any nonpayment of fees by City residents. For commercial/industrial customers, Consolidated can impose late fees and even cease service for delinquent accounts. The City has no obligation to collect or assist in collection of sums payable to Consolidated.

Consolidated agreed to remove all waste and recycling from City facilities without any cost to the City, and this includes collection services at special events conducted by the City.

RATES FOR CONSOLIDATED'S SERVICES

The initial 1999 rates for Consolidated's services are attached to the Agreement as Exhibit B. These rates are increased under the following circumstances:

- Annual C.P.I. Adjustment: Consolidated can increase rates up to 90% of the C.P.I. increase in that year. This increase can never exceed 5% per year.
- Inordinate Cost Increase Adjustment: if the cost of one component of Consolidated's services rapidly increases and Consolidated cannot recoup the cost through the Annual C.P.I. Adjustment, then Consolidated can apply to the City Council for a rate increase. For instance, if fuel prices rose 20% in one year, Consolidated could apply for a rate increase to cover its increased fuel costs. The City Council's decision on such a request is final.

- Tipping Fees¹ Adjustment: Consolidated will automatically raise or lower commercial/industrial rates in connection with increasing or decreasing tipping fees. Consolidated must apply to the City to raise residential rates due to tipping fee increases.
- Rates will increase or decrease in the event that the City requires that Consolidated change its collection and disposal methods.

CONSOLIDATED'S DUTIES

Consolidated has the exclusive right to collect and remove all residential and commercial/industrial solid waste and recyclables from the City. Consolidated's duties include, but are not limited to:

- Maintaining all proper licenses and permits required to perform its services in the Agreement;
- Providing all the equipment and personnel for collection and removal;
- Providing, maintaining, and replacing all waste and recycling containers;
- Collecting "bulky goods" (i.e., couches, tree trimmings, holiday trees) from City residents on a weekly basis and upon request from residents or the City Manager;
- Performing street sweeping of City streets, if requested by City;
- Keeping residents and businesses informed about the collection services;
- Maintaining a log of all customer and City complaints and making the log available for City to review. Consolidated must also submit a monthly summary of all complaints to the City Manager, and the City Manager has oversight powers to compel Consolidated to remedy the cause of the complaints;
- Maintaining monthly records of total weight of solid waste collected, recyclables collected (organized by type of recyclable), and the number of residential and commercial/industrial users serviced. These monthly records must be delivered to the City Manager each calendar quarter. The City has audit rights to verify the accuracy of these records;
- Compiling copies of the receipts of the solid waste and recyclables delivered to landfill or disposal sites, and such copies must be made available for the City Manager's inspection. The City has audit rights to verify the accuracy of these records.

CITY'S OVERSIGHT POWERS

¹ A Tipping Fee is the charge levied upon waste deposited at a landfill or other disposal site.

The City Manager has the power to “observe and review” Consolidated’s operations, including auditing records and riding along with collection vehicles.

The Agreement provides the City with the right to conduct annual performance and quality hearings, which must be public. The City must draft a report within one month of the hearing setting forth the City’s findings on the quality of Consolidated’s services as well as any noncompliance issues.

The City also has the right to perform “System and Services Reviews” which are designed to educate the City on new collection systems and methodologies and changes in the regulatory and economic landscape of the collection industry. These reviews require a public hearing. Prior to the hearing, Consolidated must submit a report detailing the current systems Consolidated uses in the City, whether Consolidated plans on altering its systems, and how Consolidated plans on meeting the requirements of the California Integrated Waste Management Act. After the hearing, Consolidated must provide the City with a report addressing services not being provided to the City which the City considers economically and technically feasible.

The City can demand that Consolidated change its collection and disposal methods in order to respond to regulatory/legal changes, improvements in collection and disposal technology, and/or desire to reduce services for costs savings. If the demanded changes increases or decreases costs payable to Consolidated, either party can request a rate review, as noted above.

INSURANCE AND INDEMNIFICATION TERMS

Consolidated is required to have Workers’ Compensation insurance for its employees and public liability insurance naming the City as an additional insured party. If Consolidated does not have either of these policies, the City can terminate the Agreement for cause.

Consolidated must defend and indemnify the City against any claims and losses resulting from the following:

- The City’s awarding of the Agreement to Consolidated;
- Consolidated’s performance of the Agreement;
- Injuries to persons supplying labor, materials, or other services in connection with the Agreement;
- Product liability claims related to recyclable materials collected by Consolidated;
- Collection and disposal of hazardous waste, which includes indemnification for all liabilities arising under environmental protection laws; and
- Any liabilities under the California Integrated Waste Management Act, including penalties for not meeting waste reduction and recycling goals

Consolidated must have a bond and/or letter of credit in favor of the City in force at all times during the Agreement to guarantee Consolidated properly performs all of its duties in the

Agreement. If Consolidated does not have a bond or letter of credit at any time during the Agreement, the Agreement is automatically terminated.

ATTORNEY'S FEES

In the event that one party sues the other under the Agreement, the losing party must pay the prevailing party's attorneys' fees and costs.

RECOMMENDATION:

Based upon the staff report, staff seeks City Council direction.



AGENDA REPORT

MEETING DATE: April 15, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Henry Garcia, Interim City Manager

FROM: Steven Dobrenen, Director of Finance

Subject: Legislative Advocacy Group

FISCAL IMPACT:

The City Council Department of the City's general fund has budgeted this item for \$24,000.

BACKGROUND:

On August 5, 2003 the City of Cudahy and the Legislative Advocacy Group (aka Leal, Abich, & Dominguez LLP) entered into an agreement for lobbying services. The Legislative Advocacy Group (LAG) has been retained to provide lobbying services at the State, regional and local levels.

SCOPE OF SERVICES AND COMPENSATION

The retainer per month is \$2,000. The City has no other payment obligations.

LAG represents the in interests of the City before the various governmental agencies. The scope of services includes lobbying services, legislative tracking, content analysis, and direct advocacy to the Governor's Office, State Assembly, State Senate, and state and local agencies. LAG's duties regarding content analysis and direct advocacy are only triggered upon written request by the City to LAG's Sacramento office.

All correspondence, legislative updates, documents related to the agreement [will] be provided to the City Council with a copy to staff.

DISCUSSION/ANALYSIS:

During the City Manager's tenure, the City has not formally engaged Legislative Advocacy Group for any specific scope of services and/or deliverables.

TERMINATION:

Section 4 of the agreement is as follows:

Either Party may terminate [the] Agreement at any time by serving written notice to the other party thirty (30) days prior to the effective date of such termination. In the event of termination, the City shall pay LAG such compensation as

provided in the Agreement up to the time such written Notice of termination is effective.

If the City council desires to terminate the agreement, it merely has to provide LAG with a written termination notice at least 30 days prior to the termination date.

INDEMNIFICATION

LAG must indemnify and defend the City against all claims, liabilities, and costs related to the services LAG provides on behalf of the City. The City has no indemnification or defense obligations.

RECOMMENDATION:

Based upon the staff report, staff seeks City Council direction.



AGENDA REPORT

MEETING DATE: April 15, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Henry Garcia, Interim City Manager

FROM: Angela Bustamante, Deputy City Clerk

TITLE: Appointments and/or Reappointments to fill the April 30, 2014 scheduled vacancies on City of Cudahy Commissions.

RECOMMENDATION:

It is recommended that the City Council make appointments to fill the seats that expire on April 30, 2014.

SUMMARY:

The purpose of this report is to request that the City Council appoint/or reappoint members to fill the scheduled vacancies on the Planning Commission and Public Safety Commission. The members appointed to fill the vacancies will have a 2 year term which will commence on May 1, 2014.

BACKGROUND/ DISCUSSION:

Currently there are five seats on City Commissions with a term ending April 30, 2014. The Public Safety Commission has three scheduled vacancies and the Planning Commission has two.

The Office of the City Clerk sent letters to all the current Commissioners whose terms will expire on April 30th, encouraging them to re-apply. The Office of the City Clerk also advertised the vacancies, encouraging residents to apply. The notice is attached, and includes a description of each Commission along with the requirements of the Municipal Code. A deadline was given of Thursday, April 10, 2014 to submit a Commission application to the Office of the City Clerk.

For the Planning Commission the Office of the City Clerk only received two applications, which are from current members Martin Fuentes and Everardo Navarro.

For the Public Safety Commission the Office of the City Clerk only received two applications from current members Enrique Cardonne and Joaquin Carrera. Since there were not enough applications submitted to fill all three scheduled vacancies, the Office of the City Clerk recommends opening the application process to fill the third vacancy.

ATTACHMENTS:

Commission applications received

8. Please briefly express your views regarding current and future development in Cudahy: *We, as a city must adopt a standard of excellence.*

9. References
- | | | | |
|--------------------------------------|------|-----------|-----------|
| 1. <u>Assemblyman Anthony Rendon</u> | Name | Home No.: | () _____ |
| 2. <u>Martin Blueno</u> | Name | Cell No.: | () _____ |
| 3. <u>John Lucero</u> | Name | Home No.: | () _____ |
| | | Cell No.: | () _____ |

*Letters of Recommendation may be attached to application, but cannot be substituted in lieu of the requested references name and contact information.

10. In compliance with state law, City Council members are required to file a Statement of Economic Interests upon appointment to office, and annually thereafter. Applicants are advised that if appointed they will be required to make information available as to any potential conflict of interest arising from their business or affiliations where that affiliation or business may be doing business with the City of Cudahy, or the decisions taken by the City of Cudahy may influence that business or affiliation.

11. I, the undersigned, certify that the above information is true and correct and that I am sincerely interested in serving in this position for the City of Cudahy and, if appointed, will be available for evening meetings as may be required.

Applicant's Signature _____ Date 4/4/14

Completed applications should be returned to the City Clerk's Office, 5220 Santa Ana Street, Cudahy, CA 90201.

FOR INTERNAL USE ONLY	
Meets Minimum Requirements	
<input type="checkbox"/>	Registered Voter
<input type="checkbox"/>	Resident of the City of Cudahy (Incorporated Area)
Reviewed by: _____	Date: _____
Notes:	

8. Please briefly express your views regarding current and future development in Cudahy:
 I Like what I see regarding current and future development

9. References
- | | | |
|----|------------------------------|--|
| 1. | <u>Anwar Sauma</u>
Name | Home No.: () _____
Cell No.: () _____ |
| 2. | <u>Temo Oliveros</u>
Name | Home No.: () _____
Cell No.: () _____ |
| 3. | <u>Wilbert Wong</u>
Name | Home No.: () _____
Cell No.: () _____ |

*Letters of Recommendation may be attached to application, but cannot be substituted in lieu of the requested references name and contact information.

10. In compliance with state law, City Council members are required to file a Statement of Economic Interests upon appointment to office, and annually thereafter. Applicants are advised that if appointed they will be required to make information available as to any potential conflict of interest arising from their business or affiliations where that affiliation or business may be doing business with the City of Cudahy, or the decisions taken by the City of Cudahy may influence that business or affiliation.

11. I, the undersigned, certify that the above information is true and correct and that I am sincerely interested in serving in this position for the City of Cudahy and, if appointed, will be available for evening meetings as may be required.


 Applicant's Signature _____ Date 4/10/14

Completed applications should be returned to the City Clerk's Office, 5220 Santa Ana Street, Cudahy, CA 90201.

FOR INTERNAL USE ONLY	
Meets Minimum Requirements	
<input type="checkbox"/>	Registered Voter
<input type="checkbox"/>	Resident of the City of Cudahy (Incorporated Area)
Reviewed by: _____	Date: _____
Notes: _____	



CITY OF CUDAHY

2014 MAR 24 AM 11:12
CLERK'S TIME STAMP Received By: _____

Meets Minimum Requirements: Yes No

APPLICATION FOR COMMISSIONS

City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the application itself. Resumes, attachments and other supporting documentation may be included but cannot be substituted for an application form. It is important that you answer all questions on your application fully and accurately. If additional space is needed to answer questions, attach additional sheets
Applications received after the deadline will not be considered.

Information Sheet

- Commission being applied for:
 - Planning Commission
 - Public Safety Commission

Note: If you are interested in both commissions, please identify the commission of your first choice

2. Name: Cardonne (Last) Enrique (First) Antonio (Middle)
 Address: _____ Zip: 90201
 Home Phone: _____ Business Phone: _____
 Email: _____

Have you ever been convicted of a crime? If Yes, please explain Yes No
 Are you a registered voter within the City of Cudahy? Yes No
 How long have you lived within the incorporated city limits of the City of Cudahy? 28 years
 Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity? Yes No

- Occupation and Place of Employment:
Pastor, Teacher CHRIST IS THE ANSWER church, 555 Po B. H. Long Beach (Assembly of CHRISTIAN CHURCH INC)
- List Community Organizations or professional groups in which you hold active membership(s):
LA county sheriff dept.
- List positions of responsibility held in any of the above organizations:
ordained minister. (Advisory council = sheriff dept.)
- Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position: working with people's crisis, needs, in difficult situations as an adviser - counsellor, with the sheriff dept. and as a pastor, makes me suitable for this position.
- Please state the reasons you are interested in filling this vacancy:
I live in this community and see the need to reach out and edify someone's life, and ridding with the dept. sheriff. I'm able to see the needs of the city.

8. Please briefly express your views regarding current and future development in Cudahy:

9. References

- | | | | | |
|----|--|-----------|-------|-------|
| 1. | <u>Andrew Cordonne</u> | Home No.: | () | _____ |
| | Name | Cell No.: | () | _____ |
| 2. | <u>marvin Sican</u> | Home No.: | () | _____ |
| | Name | Cell No.: | () | _____ |
| 3. | <u>Lt. sam Arellano (EIA station sheriff dept)</u> | Home No.: | (3) | _____ |
| | Name | Cell No.: | () | _____ |

*Letters of Recommendation may be attached to application, but cannot be substituted in lieu of the requested references name and contact information.

10. In compliance with state law, City Council members are required to file a Statement of Economic Interests upon appointment to office, and annually thereafter. Applicants are advised that if appointed they will be required to make information available as to any potential conflict of interest arising from their business or affiliations where that affiliation or business may be doing business with the City of Cudahy, or the decisions taken by the City of Cudahy may influence that business or affiliation.

11. I, the undersigned, certify that the above information is true and correct and that I am sincerely interested in serving in this position for the City of Cudahy and, if appointed, will be available for evening meetings as may be required.

Applicant's Signature

3-22-14
Date

Completed applications should be returned to the City Clerk's Office, 5220 Santa Ana Street, Cudahy, CA 90201.

FOR INTERNAL USE ONLY

Meets Minimum Requirements

- Registered Voter
- Resident of the City of Cudahy (Incorporated Area)

Reviewed by: _____ Date: _____

Notes: _____



CLERK'S TIME STAMP

Received By

Meets Minimum Requirements: Yes No

APPLICATION FOR COMMISSIONS

City of Cudahy
City Clerk's Office
5220 Santa Ana Street, Cudahy, California 90201
(323) 773-5143

Instructions (Please Type or Print Clearly)

All requested information must be furnished on the application itself. Resumes, attachments and other supporting documentation may be included but cannot be substituted for an application form. It is important that you answer all questions on your application fully and accurately. If additional space is needed to answer questions, attach additional sheets

Applications received after the deadline will not be considered.

Information Sheet

1. Commission being applied for:

- Planning Commission
- Public Safety Commission

Note: If you are interested in both commissions, please identify the commission of your first choice

2. Name: CARRERA JOAQUIN
 (Last) (First) (Middle)
 Address: CUDAHY, CA Zip: 90201
 Home Phone: _____ Business Phone: _____
 Email: _____

Have you ever been convicted of a crime? If Yes, please explain Yes No
 Are you a registered voter within the City of Cudahy? Yes No
 How long have you lived within the incorporated city limits of the City of Cudahy? 25 years

Have you ever been a member of any Commission, or employed by the City of Cudahy? If Yes, in what capacity? Yes No
Public Safety Commissioner

3. Occupation and Place of Employment:

Agriculture / Los Angeles County Agricultural Commissioner / Weights & Measures

4. List Community Organizations or professional groups in which you hold active membership(s):

Federacion de Clubes Jaliscienses del Sur de California

5. List positions of responsibility held in any of the above organizations:

6. Please state your reasons as to why your background and/or experience makes you a suitable candidate for appointment to his position: **I have taken Community classes on Criminal Justice at ELAC. I am participating in a Community Academy sponsor by Los Angeles County Sheriff's Department.**

7. Please state the reasons you are interested in filling this vacancy:
I want to continue helping my community advocating for public safety and efficient city government.

8. Please briefly express your views regarding current and future development in Cudahy:
I see positive change coming from City of Cudahy Officials and Cudahy residents openly engaged on City government.

9. References

1. <u>Mariam Spar</u>	Name	Home No.:	()	_____
		Cell No.:	()	_____
2. <u>Rigoberto Gomez</u>	Name	Home No.:	()	_____
		Cell No.:	()	_____
3. _____	Name	Home No.:	()	_____
		Cell No.:	()	_____

*Letters of Recommendation may be attached to application, but cannot be substituted in lieu of the requested references name and contact information.

10. In compliance with state law, City Council members are required to file a Statement of Economic Interests upon appointment to office, and annually thereafter. Applicants are advised that if appointed they will be required to make information available as to any potential conflict of interest arising from their business or affiliations where that affiliation or business may be doing business with the City of Cudahy, or the decisions taken by the City of Cudahy may influence that business or affiliation.

11. I, the undersigned, certify that the above information is true and correct and that I am sincerely interested in serving in this position for the City of Cudahy and, if appointed, will be available for evening meetings as may be required.

[Signature]
Applicant's Signature

4-10-2014
Date

Completed applications should be returned to the City Clerk's Office, 5220 Santa Ana Street, Cudahy, CA 90201.

FOR INTERNAL USE ONLY	
Meets Minimum Requirements	
<input type="checkbox"/>	Registered Voter
<input type="checkbox"/>	Resident of the City of Cudahy (Incorporated Area)
Reviewed by: _____	Date: _____
Notes: _____	

2013 COMMITTEE APPOINTMENT LIST

Committee	Description of Committee	Meeting Date/Time	Contact Information	Stipend	Delegate	Alternate
Ad hoc Budget & Forensic Audit Committee			City Hall 5220 Santa Ana St. Cudahy, CA 90201	None	Jack Guerrero	Chris Garcia
Ad hoc Campaign Ethics Regulations Committee	Gather information to form an Ordinance amending CMC establishing city campaign regulations		City Hall 5220 Santa Ana St. Cudahy, CA 90201	Unknown	Chris Garcia	Cristian Markovich
Adhoc Book Fair Committee	Meet to organize a book fair event in the City			None	Cristian Markovich	
Cudahy Youth Leadership Committee				None	Jack Guerrero	Cristian Markovich
Southeast Regional Forum	Meets to discuss regionalization projects, and cooperation between southeast cities	Monthly	Alternate southeast locations – Cudahy, Bell, HP, South Gate, Bell Gardens, Maywood	None	Chris Garcia	Jack Guerrero
American National Red Cross	Description Pending	Meets as necessary	8550 Arlington Blvd. Fairfax, VA 22031 (703) 584-8400	Unknown	Vacant	Vacant
Bell-Cudahy Television Authority	Description Pending	Meets as necessary	City of Bell 6330 Pine Avenue Bell, CA 90201	Unknown	Baru Sanchez	Vacant
California Contract Cities Association (CCCA)	Meets to discuss different municipal services	3 rd Wednesday of every month	11027 Downey Ave. Downey, CA 90241 P: (562) 622-5533 F: (562) 622-9555	None	Baru Sanchez	Jack M. Guerrero
California Joint Powers Insurance Authority (JPIA)	Meets to reduce the frequency and severity of claims	Meets once a year	Robert May or 8081 Moody St. La Palma, CA 90623 P: (562) 467-8777 F: (562) 860-4992	\$100.00	Jack Guerrero	Baru Sanchez

2013 COMMITTEE APPOINTMENT LIST

Committee	Description of Committee	Meeting Date/Time	Contact Information	Stipend	Delegate	Alternate
California Office of Emergency Services	The California Emergency Management agency exists to enhance safety and preparedness in California through strong leadership collaboration, and meaningful partnership	Meets as needed	Mark S. Ghilarducci 3650 Schriever Ave. Mather, CA 95655 P: (916) 845-8510 F: (916) 845-8511	None	Victor Ferrer	Vacant
Senior Citizen's Commission	Representative of Council attends the Senior Citizen's Commission to observe the discussions	2 nd Monday of every month at 2:00 p.m.	Turner Hall 4835 Clara Street Cudahy, CA 90201 P: (323) 562-2660	None	Diane Oliva	Vacant
Greater Los Angeles County Vector Control District	It is a non enterprise, independent, special district, enabled and empowered to act as a public health agency as a result of legislation incorporated in the California State Health and Safety Code	2 nd Tuesday of every month at 7:00 p.m.	12545 Florence Ave. Santa Fe Springs, CA 90650 P: (562) 944-9656 F: (562) 944-7976	\$100	Representative Josue Barrios Term Expires 1-1-15	
Board of Directors Gateway Cities Council of Government	Discusses and exchanges ideas on how to enhance the cities and its services	1 st Wednesday of every month	16401 Paramount Blvd., Paramount, CA 90723 P: (562) 663-6850 F: (562) 634-8216	\$125	Jack M. Guerrero	Cristian Markovich
I-710 EIS/EIR Project Committee Gateway Cities Council	Discusses transportation projects and ways to improve and better	Meets quarterly	16401 Paramount Blvd., Paramount, CA 90723	\$100	Baru Sanchez	Cristian Markovich

2013 COMMITTEE APPOINTMENT LIST

of Government	service the public		P: (562) 663-6850 F: (562) 634-8216			
Committee	Description of Committee	Meeting Date/Time	Contact Information	Stipend	Delegate	Alternate
Hub Cities Job Consortium	Provides a comprehensive system of training placement and career planning for a job	3 rd Thursday of every month at 5:15 p.m.	Marisol 2677 Zoe Avenue Huntington Park, CA 90255 P: (323) 586-4700 F: (323) 4732	\$250	Chris Garcia	Baru Sanchez
League of California Cities Los Angeles Division (L.A. County Selection Committee)	The league's purpose is to strengthen and protect local control for cities through education and advocacy		Kenneth Hann Hall of Administration 500 West Temple St. Suite B-50 Los Angeles, CA 90012 P: (213) 974-1431	None	Chris Garcia	Jack M. Guerrero
Los Angeles County Sanitation District No. 1		2 nd Wednesday of every month at 1:30 p.m.	1955 Workman Mill Rd. Whittier, CA 90607 P: (562) 908-4288	\$125	(Mayor) Current: Jack M. Guerrero	(Vice Mayor) Current: Chris Garcia
Orangeline Development Authority (OLDA)	Formed to pursue development of a high speed and energy efficient transit system	2 nd Wednesday of every month at 6:30 p.m.	16401 Paramount Blvd., Paramount, CA 90723 P: (562) 663-6850	\$100	Cristian Markovich	Chris Garcia

2013 COMMITTEE APPOINTMENT LIST

SUMMARY

	<u>City Committee</u>	<u>Delegate Appointment</u>	<u>Alternate Appointment</u>
Jack Guerrero	Budget and Forensic Audit Southeast Regional Cudahy Youth Leadership	COGs (\$125/monthly) Sanitation District (\$125/mthly) JPIA (\$100/yearly)	CCCA League of Cities
Chris Garcia	Southeast Regional Campaign Ethics Regulations Budget and Forensic Audit	Hub Cities (\$250/monthly) League of Cities	Orange (\$120/mthly) Sanitation District (\$125/mthly)
Cristian Markovich	Campaign Ethics Regulations Book Fair Cudahy Youth Leadership	Orange (\$120/mthly)	I-710 (\$100/quarterly) COGs (\$125/monthly)
Baru Sanchez		I-710 (\$100/quarterly) Bell Cudahy TV Authority	Hub Cities (\$250/monthly) JPIA (\$100/ yearly)
Diane Oliva		Senior Commission	



AGENDA REPORT

MEETING DATE: April 15, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Henry Garcia, Interim City Manager

FROM: Jennifer Hernandez, Asst. Grants Coordinator

TITLE: A Resolution of the City Council of the City of Cudahy Approving Participation in the Los Angeles Urban County Community Development Block Grant Program by Authorizing the Mayor, or His/Her Designee to Sign a Cooperation Agreement with the County of Los Angeles

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 14-28, approving the Mayor or his/her designee to sign the Cooperation Agreement with the County of Los Angeles.

SUMMARY: Prior to the execution of the newly established Cooperation Agreement, the LA County Community Development Commission (LACDC) – Grants Management Unit will require a resolution authorizing the Mayor or his/her designee to sign the Cooperation Agreement with the County on behalf of the City. This resolution is required for continued participation in Los Angeles County Community Development Block Grant (CDBG) Program.

DISCUSSION:

As mentioned in Grants Management Unit Bulletin Number: 14-0007, the U.S. Department of Housing and Urban Development (HUD) introduced new requirements for the Cooperation Agreement. The new requirements must be incorporated into this agreement when a new Urban County Qualification period begins, which is July 1, 2015. This means that the LA County Community Development Commission (LACDC) has revised the Cooperation Agreement boilerplate with these new requirements, that mandate that they more clearly delineate the fair housing and civil right obligations that Urban Counties and participating jurisdictions are subject to and include new citations. After reviewing the new requirements with their County Counsel, they have determined that they will ask all participating cities to sign a new cooperation agreement this year for the next Urban County Qualification Period, which will begin on July 1, 2015 and end on June 30, 2018.

ATTACHMENTS:
Resolution No. 14-28

RESOLUTION NO. 14-28

A RESOLUTION OF THE CITY OF CUDAHY APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BY AUTHORIZING THE MAYOR, OR HIS/HER DESIGNEE TO SIGN A COOPERATION AGREEMENT WITH THE COUNTY OF LOS ANGELES

WHEREAS, the City of Cudahy desires to continue its participation in the Los Angeles County Community Development Block Grant (CDBG) Program for the qualification period July 1, 2015; and

WHEREAS, the city authorizes the execution of a Cooperation Agreement with the County of Los Angeles in order to receive said CDBG funds;

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

SECTION 1. The City Council adopts and approved the County of Los Angeles Participating City of Cooperation Agreement between the City of Cudahy and the County of Los Angeles for the time period of July 1, 2015 through June 30, 2018 and self-renewing thereafter.

SECTION 2. The City Council authorizes the Mayor or his/her designee to execute any and all document necessary in the Los Angeles Urban County CDBG Program on behalf of the City of Cudahy.

PASSED, APPROVED AND ADOPTED this 15th day of April 2014.

RESOLUTION NO. 14-29**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ESTABLISHING AN EXEMPTION TO THE 180-WAITING PERIOD FOR THE EMPLOYMENT OF HENRY GARCIA AS INTERIM CITY MANAGER, IN ACCORDANCE WITH GOVERNMENT CODE SECTION 7522.56(f)(1)**

WHEREAS, in compliance with Government Code section 7522.56 the City Council of the City of Cudahy (the "City Council" of the "City") must provide California Public Employees' Retirement System ("CalPERS") this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Henry Garcia retired from the City of Moreno Valley in the position of City Manager, effective December 2, 2013; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is (date of 181st day after retirement) without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City and Henry Garcia certify that Henry Garcia has not received a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City hired Henry Garcia in accordance with the California Public Employees' Retirement Law ("PERL") to fill the critically needed position of Interim City Manager during the City's recruitment of a permanent City Manager, in accordance with Government Code section 21221(h); and

WHEREAS, Henry Garcia possesses specialized skills and knowledge that uniquely qualify him to fill this critically needed position; and

WHEREAS, the agreement between Henry Garcia and the City was reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the hourly rate paid to Henry Garcia is \$81.73; and

WHEREAS, Henry Garcia has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate;

and

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 foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. The City Council of the City of Cudahy hereby certifies the nature of the appointment of Henry Garcia, as described herein and detailed in the attached employment agreement document and that this appointment is necessary to fill the critically needed position of Interim City Manager for the City of Cudahy due to the City's recruitment to fill this vacant position and Henry Garcia's possession of specialized skills and knowledge.

SECTION 3. City staff is directed to forward a copy of this executed resolution to CalPERS at:

CalPERS
Post Retirement Administration Unit
Benefit Services Division
P.O. Box 942711
Sacramento, CA 94229-2711

SECTION 5. This resolution shall take effect immediately up 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 its regular meeting on this 15th day of April, 2014.

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

This Agreement (“Agreement”) is made and entered into this 17th day of December, 2013, by and between the CITY OF CUDAHY (“CITY”), a California municipal corporation, and Henry T. Garcia (“GARCIA”), an individual, on the following terms and conditions:

RECITALS

- A. CITY desires to employ the services of GARCIA as Interim Manager of CITY (“Interim City Manager”) on an interim basis pursuant to California Government Code section 21221(h), in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement during recruitment of and until such time as a permanent City Manager is appointed and commences employment.
- B. CITY finds that, pursuant to Government Code section 21221(h), this position requires specialized skills and experience related to city management.
- C. GARCIA desires to accept employment as Interim City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement, and is qualified by virtue of his experience in municipal management and specialized skills to perform these services for CITY.
- D. GARCIA is a retired person under the California Public Employees’ Retirement System (“CalPERS”) and desires to retain his retirement status and benefits. The Public Employees’ Retirement Law (“PERL”), commencing at Government Code section 20000, permits a retired person under CalPERS to become employed by a CalPERS member agency such as the CITY without reinstatement from retirement and without loss or interruption of benefits, provided certain conditions exist and all CalPERS covered employment for the retired person does not exceed 960 hours in any fiscal year. CITY and EMPLOYEE desire to structure the employment to conform to these provisions of PERL. The parties intend for the employment provided in this Agreement to qualify for employment without reinstatement pursuant to California Government Code section 21221(h).

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position, Duties and Term.

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

1.2 **Period of Employment/Commencement Date.** GARCIA's employment with CITY shall be "at-will" pursuant to the provisions of Government Code § 36506. GARCIA's employment shall be subject to the provisions of this Agreement and provisions applicable to the office of the City Manager contained in the City's Municipal Code, as it may be amended from time to time. GARCIA shall commence the performance of his duties as the Interim City Manager on December 17, 2013 ("Commencement Date") or at such other date as the parties hereto shall agree in writing.

1.3 **At-Will.** GARCIA acknowledges that he is an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. To the extent they conflict with his at-will status, the terms of the CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions including, without limitation, CITY Personnel Policies, as they may be amended or supplemented from time to time, shall not apply to GARCIA, and nothing in this Agreement is intended to, or does, confer upon GARCIA any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 5 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of GARCIA as provided in Section 5 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of GARCIA to resign at any time from this position with CITY, subject only to the provisions set forth in Section 5 [Termination] of this Agreement.

1.4 **Duties.** GARCIA shall serve as the Interim City Manager and shall be vested with the powers, duties and responsibilities set forth in Section 2.12.030 of the Cudahy Municipal Code, the terms of which are incorporated herein by reference, as may be amended from time to time. GARCIA shall provide service at the direction and under supervision of the City Council. It is the intent of the parties that the Interim City Manager shall keep the City Council fully apprised of all significant ongoing operations of CITY. To that end, GARCIA shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide oral or written status reports to the City Council on his activities and those of CITY. Further, GARCIA shall consult with the City Council prior to hiring, firing, increasing, or decreasing compensation for any current or future CITY employee, agent, consultant, or independent contractor. It is the understanding of the parties that GARCIA is a retiree in the Public Employees' Retirement System ("CalPERS") and may not work more

than 960 hours for any public agency member of CalPERS within the fiscal year occurring during the term of this Agreement without impacting his retirement benefits and having to be enrolled in CalPERS as an active employee. For that reason, GARCIA will be required to keep accurate time records of his hours worked to ensure he does not exceed 960 hours within the fiscal years that occur during the term of this Agreement

GARCIA's duties as Interim City Manager shall include, but are not limited to:

- a. Attending all meetings of the City Council, including regular and special meetings, unless excused by the Mayor (or presiding officer if the Mayor is unavailable), and taking part in the discussion of all matters before the City Council. The Interim City Manager shall receive notice of all regular and special meetings of the City Council, and requests for occasional meetings with City Council member(s);
- b. Reviewing all agenda documents before preparing the agenda for any regular or special meetings of the City Council;
- c. Directing the work of all elective and appointive CITY officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. The Interim City Manager shall endeavor to implement changes that the Interim City Manager believes will result in greater efficiency, economy, or improved public service in the administration of CITY affairs;
- d. Recommending to the City Council from time to time the adoption of such measures as the Interim City Manager may deem necessary or expedient for the health, safety, or welfare of the community or the improvement of administrative services;
- e. Conducting research in administrative practices in order to bring about greater efficiency and economy in CITY government and develop and recommend to the City Council long range plans to improve CITY operations and prepare for future CITY growth and development;
- f. Providing management training and developing leadership qualities among department heads and staff as necessary to build a CITY management team that can plan for and meet future changes;
- g. Exercising control of CITY government in emergencies as authorized by the CITY's Municipal Code and California law; and
- h. Participating in and involvement with local, regional, and statewide professional organizations beneficial to the CITY

It is the intent of the City Council for the Interim City Manager to function as the chief executive officer of the CITY's organization. Without additional compensation, GARCIA shall provide such other services as are customary and appropriate to the position of Interim City

Manager, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the CITY's Municipal Code and policies. GARCIA shall devote his best efforts and attention to the performance of these duties. Notwithstanding GARCIA's duties as Interim City Manager, nothing in this Agreement shall be construed to prohibit direct communications between the City Council and employees of the CITY in a manner consistent with the CITY's personnel rules, administrative policies and City Council policies.

1.5 Hours of Work. GARCIA shall devote the time necessary to adequately perform his duties as Interim City Manager during the term of employment commencing December 17, 2013. GARCIA shall, to the extent reasonably practicable, maintain a presence within the CITY limits 4 days per week for 10 hours per day, including during normal business hours. It is contemplated that GARCIA's day off will take place on Mondays, however the parties agree to be reasonably flexible regarding setting GARCIA's weekly schedule when GARCIA's attendance is required in the CITY on a Monday. While it is contemplated that GARCIA will typically work a 10 hour workday, the parties also agree to be reasonably flexible in terms of hours worked on a given day and GARCIA agrees that he may be directed to work hours in excess of a 10 hour day from time to time, including on days when GARCIA is required to attend a meeting of the City Council. Conversely, the CITY shall be reasonably flexible in terms of allowing GARCIA to work fewer than a 10 hour day from time to time to offset hours worked in excess of 10 hours during the same week. Unless approved by the City Council in advance and in writing, GARCIA shall not work more than 40 hours per week. GARCIA shall make himself reasonably available by telephone at all times to the City Council, CITY staff and members of the community. The position of Interim City Manager shall be deemed an exempt position under state and federal wage and hour laws. GARCIA shall not be entitled to any compensation for overtime. In order to enable GARCIA to continue receiving benefits pursuant to CalPERS, the term of this Agreement shall in no event be in a number of hours greater than that allowed pursuant to California Government Code section 21221(h), which limits GARCIA to working no more than 960 hours per fiscal year. GARCIA shall keep a log of his daily work start and stop times in order to ensure his compliance with PERL. GARCIA represents and warrants that his execution of this Agreement will not cause a violation of the limitations of Government Code section 21221(h) for the fiscal year 2013-2014.

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

1.7 Term. GARCIA's term of employment as Interim City Manager shall be for four (4) months (hereinafter referred to by the capitalized word "Term") commencing on December 17, 2013, and continuing to April 17, 2014, and the City Council reserves the sole discretion under this Agreement to extend the Term by a period not to exceed two (2) months,

subject also to GARCIA's ability to work additional hours not in excess of 960 hours within a single fiscal year in compliance with Government Code section 21221(h).

2. Compensation. For the services to be provided pursuant to this Agreement, GARCIA shall receive the following compensation:

2.1 Base Salary. GARCIA shall be paid at a rate of Eighty-One Dollars and Seventy Three Cents (\$81.73) per hour, paid according to the payroll schedule in place for CITY employees paid bi-weekly. Payment of GARCIA's bi-weekly compensation shall be conditioned upon GARCIA's submission of true and accurate time logs indicating actual hours worked for the pay period for which compensation is sought.

2.2 Severance. The CITY will not provide for any severance pay for GARCIA.

2.3 Evaluation. At a time agreed upon by the City Council and GARCIA, the City Council will review and evaluate the performance of GARCIA as Interim City Manager and may use an experienced professional outside facilitator mutually agreed upon by the City Council and GARCIA to do so. The purpose of the review shall be to provide GARCIA with feedback on his performance, including the performance of the duties set forth in Section 1.4 above, progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs, and to identify areas requiring improvement and how such improvement may be accomplished. In conducting the performance evaluation, the City Council may consider, among other things, GARCIA's:

- a. overall performance as Interim City Manager, including leadership and management skills;
- b. professional ethics;
- c. progress in meeting, achieving, or exceeding City Council defined goals, objectives, priorities, activities, and programs;
- d. involvement in local, regional, and statewide organizations beneficial to the CITY;
- e. [Reserved – No Text];
- f. [Reserved – No Text]; and
- g. such other factors as the City Council may find relevant.

In recognition of the statutorily prescribed compensation structure applicable to this engagement, the parties agree that GARCIA shall not be entitled to any rate increases in compensation, unless authorized by law and subject to the sole and absolute discretion of the City Council. Failure of CITY to provide a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 5 [Termination].

2.4 **Mutual Commitments**

2.4.1 Strategic Workshops

- a. As soon as practicable after December 17, 2013, the City Council and the Interim City Manager will meet to review the CITY's existing Strategic Plan and/or set out goals and priorities for the Interim City Manager to implement prior to the Interim City Manager's performance evaluation or such other dates as determined in the course of the meeting.
- b. Thereafter the review and update of the City Council's Strategic Plan will occur annually between January 1st and March 31st. For purposes of clarity, the City Council and the Interim City Manager shall further establish a relative priority among those goals and objectives within the Strategic Plan.

2.5 Benefits. In accordance with California Government Code section 21221(h), GARCIA shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate provided for in Section 2.1. GARCIA acknowledges and agrees that he shall not receive any other benefits that are generally available to other CITY employees, including but not limited to medical insurance, dental insurance, sick leave, management leave, paid vacation, retirement benefits, unemployment benefits or otherwise which accrue to other employees of the CITY, and hereby expressly waives any claim to such rights. That notwithstanding, GARCIA shall be entitled to observe all CITY holidays in the same manner as employees of the CITY.

2.6 Business Expenses. The CITY shall reimburse GARCIA for all reasonable CITY related business expenses incurred by him in accordance with submittal, processing, and payment policies of the CITY.

2.7. Professional Membership and Training Expenses. Upon obtaining prior consent from the City Council, CITY shall reimburse GARCIA for reasonable expenses associated with GARCIA's membership, training, and travel to participate in local, regional, and statewide organizations beneficial to the CITY.

3. Vacation and Other Leave.

GARCIA will not accrue vacation or other similar leave under this Agreement, including any such vacation or leave time ordinarily accrued by CITY employees.

4. Retirement.

GARCIA will not receive or be entitled to any retirement benefits or other post-employment or deferred compensation under this Agreement, including any such retirement benefits or other post-employment or deferred compensation ordinarily provided to CITY employees.

5. Termination.

5.1 By CITY Not for Cause. CITY may terminate GARCIA for any reason, and at any time, with or without cause, by providing GARCIA thirty (30) days prior written notice thereof. In lieu of providing thirty (30) days prior written notice of termination, CITY may place GARCIA on paid leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss GARCIA notwithstanding anything to the contrary contained in or arising from any personnel policies or past CITY practices relating to the employment, discipline, or termination of its employees. In the event CITY terminates GARCIA without cause prior to the end of the Term as described in Section 1.7 of this Agreement, GARCIA agrees CITY shall only be obligated to pay GARCIA compensation and benefits due and owing through the last day actually worked.

5.2 By Employee. GARCIA may terminate his employment for any reason, and at any time, with or without cause, by providing CITY with thirty (30) days advance written notice. Notwithstanding Section 5.1, above, in the event that GARCIA terminates his employment, CITY shall have the option, with GARCIA's concurrence, to make GARCIA's termination effective at any time prior to the end of such period, provided CITY pays GARCIA compensation due and owing him through the last day actually worked.

5.3 By CITY for Cause. CITY may terminate this Agreement at any time by providing GARCIA written notice of his termination for cause. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following:

- a. Commitment of any illegal or unethical act involving personal gain to GARCIA;
- b. Willful or intentional failure or refusal to perform his duties and responsibilities consistent with his obligations under this Agreement, or to comply with lawful directives issued by the City Council pertaining to performance of his job duties and responsibilities;
- c. Engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or time;
- d. Material breach of the terms and conditions of this Agreement;
- e. Any intentional or grossly negligent act or omission that materially and substantially:
 - i. impedes or disrupts the operations of CITY or its organizational units;
 - ii. is detrimental to GARCIA's safety, the safety of any other CITY official, agent, or employee, or public safety; or

- iii. violates properly established CITY rules or procedures as established by collective action of the City Council, including but not limited to the adoption of ordinances and resolutions;
- f. Commission of an act of moral turpitude. Under California law, acts of moral turpitude are acts including, but not limited to dishonesty, fraud, theft, violence or the threat of violence, driving under the influence, possession of controlled substances for sale, vandalism, abuse, lewd acts, and securities violations. The City Council will not make a finding or determination about whether GARCIA has engaged in such conduct without first providing GARCIA a full, fair opportunity to rebut, defend, and justify any such alleged act involving moral turpitude in an open or closed session, at GARCIA's sole choice, provided that GARCIA may be placed on administrative leave without pay pending the outcome of any CITY investigation of such acts;
- g. Conviction of a felony, or plea of guilty or nolo contendere or conviction of a misdemeanor involving moral turpitude, provided that GARCIA may be placed on administrative leave without pay should he be charged with any such crime;
- h. Willful or negligent destruction, misappropriation, or misuse of public property, waste of public supplies, or use of public property or supplies for other than a public purpose;
- i. Willful political activity involving the support of (or opposition to) candidates for City Council;
- j. Willful and unlawful retaliation against any other CITY officer or employee or member of the general public who in good faith discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of law occurring on the job or directly related thereto;
- k. Violation of any conflict of interest or incompatibility of office laws including, but not limited to the Political Reform Act and Government Code § 1090;
- l. Willful violation of any laws involving an abuse of office or position, as defined in Government Code § 53243.4;
- m. Performance of material outside business interests;
- n. Abuse of any prescription or non-prescription drugs, alcohol, or controlled substances that affect the performance of the Interim City Manager's duties;
- o. Engaging in conduct tending to bring embarrassment or disrepute to CITY; and/or

- p. Unexcused absences from work for three (3) consecutive days without notice, except in case of emergency.

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

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

5.5 [Reserved – No Text]

5.6 Cessation of Work Due to Non-Permanent Illness or Injury. In addition to any right of termination set forth under Sections 5.1 and 5.3, above, CITY reserves the right to terminate GARCIA's employment along with this Agreement if GARCIA ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment and Housing Act; and (iii) where the cessation of work continues beyond a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

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

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

5.9 Medical Examination. GARCIA agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by the CITY, in the

event a decision must be made under Sections 5.6 through 5.8. CITY and GARCIA shall receive a copy of all medical reports related to the examination.

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

6. **Proprietary Information.**

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

7. **CalPERS Hours Limitations.**

7.1 **Hours.** At the time this Agreement is entered into, Government Code section 21221(h) allows a CalPERS retiree to perform contractual employee services for up to 960 hours any fiscal year for all CalPERS contracting employers without being reinstated from retirement and without loss or interruption of CalPERS retirement benefits. GARCIA shall keep a log of his daily work start and stop times in order to ensure his compliance with PERL. GARCIA represents and warrants that his execution of this Agreement will not cause a violation of the limitations of Government Code section 21221(h) for the fiscal year 2013-2014.

7.2 **Controversy Over Hours.** If controversy arises between GARCIA and CalPERS regarding the impact of this Agreement and the services provided herein upon the nature of CalPERS's retirement benefits, CITY shall provide factual information as need to potentially resolve the controversy but shall have no obligation to intervene in or defend or prosecute such dispute notwithstanding the indemnification set forth in Section 10.2 of this Agreement.

8. **Contributions, Payments, or Withholding.** Unless otherwise approved by the City Council in writing, GARCIA shall be solely responsible for all contributions, payments, or withholdings normally made on behalf of an employee including but not limited to, state and federal income taxes, federal Social Security contributions, California State disability insurance taxes, and unemployment insurance contributions. CITY shall issue GARCIA a Form 1099 in connection with the compensation paid hereunder, and GARCIA shall pay all required taxes on

amounts paid hereunder. GARCIA shall bear responsibility for all taxes, penalties, assessments, and interest asserted against CITY by reason of the creation of this Agreement, or by virtue of nonpayment by GARCIA of legally due taxes.

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

10. **General Provisions.**

10.1 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, or at the last known address maintained in GARCIA's personnel file. GARCIA agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

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

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

10.2 **Indemnification.** Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code § 810 et seq.], CITY will indemnify, defend, and hold GARCIA harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring within the course and scope of GARCIA's duties as Interim City Manager during GARCIA's tenure as Interim City Manager. The CITY shall pay the amount of any settlement or judgment thereon; provided that GARCIA cooperates in the defense of the claim, demand, or action. In this regard, the CITY shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement rendered thereon. Notwithstanding the foregoing, the CITY shall have no duty to indemnify, defend or hold GARCIA harmless from any criminal proceeding or with regard to any civil, criminal or administrative proceeding initiated by him.

Without limiting the application of this Section 8.2, nothing in this Agreement shall expand the CITY's defense and indemnification obligations beyond those provided in the Government Claims Act and Government Code §§ 995-996.6. Further, in the event CITY provides funds for legal criminal defense pursuant to this sub-section and the terms of the Government Code, GARCIA shall reimburse the CITY for such legal criminal defense funds,

and for any paid leave provided pursuant to Section 5.3 above, if GARCIA is convicted of a crime involving an abuse of office or position as provided by Government Code §§ 53243-53243.4.

10.3 **Bonding.** The CITY shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any laws or ordinances.

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

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

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

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

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

10.9 **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.

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

10.11 **Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Each party waives

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

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

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

10.14. Counterparts. This Agreement shall be executed in two (2) original counterparts with one original counterpart maintained by GARCIA and the second original counterpart maintained by the CITY care of the City Clerk.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF CUDAHY

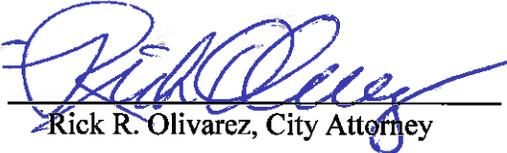
INTERIM CITY MANAGER

By:  _____
Jack Guerrero, Mayor

By: _____
Henry Garcia, Interim City Manager

APPROVED AS TO FORM:

ATTEST:

By:  _____
Rick R. Olivarez, City Attorney

By:  _____
Angela Bustamante, Deputy City Clerk

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

CITY OF CUDAHY

INTERIM CITY MANAGER

By: _____
Jack Guerrero, Mayor

By:  _____
Henry Garcia, Interim City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
Rick R. Olivarez, City Attorney

By: _____
Angela Bustamante, Deputy City Clerk



AGENDA REPORT

MEETING DATE: April 15, 2014

TO: Honorable Vice Mayor and Members of the City Council

THROUGH: Henry Garcia, Interim City Manager

FROM: Jennifer Hernandez, Asst. Grants Coordinator

TITLE: Agreement between the City and Juvenile Assistance Diversion Effort (Project JADE) for Youth Counseling Services.

RECOMMENDATION: Staff is recommending that the City Council:

Approve the attached Community Development Block Grant Contract with Project JADE to administer the Parenting Classes/JADE Program; and authorize the City Manager to execute the agreement, provided that the City Attorney and Contracts Administrator ensure the agreement complies with all CDBG requirements prior to the City Manager's execution.

SUMMARY:

Staff recommends that City Council approve a contract for the City's continued participation in the Juvenile Assistance Diversion Effort (Project JADE) during the 2013-14 fiscal year. Pursuant to CDBG Bulletin No. 06-0021 Sub-recipients may be contracted without using a competitive procurement process. There are no regulatory requirements governing how a sub-recipient is chosen.

Staff has prepared a contract for the City's continued participation in Project JADE, which accompanies this report. The term of the contract is April 15, 2013 to June 30, 2014, with maximum compensation of \$7,500. The contract contains all of the provisions required for the use of CDBG funds.

ATTACHMENTS:

Amendment No. 1 to Community Development Block Grant Contract with Project JADE (Parenting Classes/JADE)

Executed Service Agreement between the City and Project JADE for FY 12/13

**AMENDMENT NO. 1 TO
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
WITH PROJECT JADE (PARENTING CLASSES/JADE)**

THIS AMENDMENT NO. 1 is made and entered into this 15th day of APRIL, 2014, by and between the City of Cudahy, hereinafter referred to as "City," and Project JADE (Juvenile Assistance Diversion Effort); hereinafter referred to as the "Operating Agency."

THIS AMENDMENT NO. 1 is an amendment to the prior Community Development Block Grant Contract between the City and Operating Agency dated June 5, 2012, hereinafter referred to as the "Contract."

WITNESSETH THAT:

- I. This Amendment No. 1 constitutes and establishes an amendment to the Contract dated June 5, 2014.
- II. All provisions, terms, conditions, stipulations and requirements of the Contract shall continue in full force and effect, except as specifically amended herein.
- III. The term of the Contract, set forth in Section 3 of the Contract, is hereby extended for one (1) year, from April 5, 2013 to June 30, 2014.
- IV. The amount of the Contract, set forth in Section 4 of the Contract, is hereby not to exceed \$7,500 (SEVEN THOUSAND, FIVE HUNDRED Dollars).

IN WITNESS WHEREOF, City has caused its corporate name and seal to be hereunto affixed by the City Clerk, subscribed by the City Manager and attested by the City Clerk, both hereunto duly authorized by the City Council of the City of Cudahy, and the Operating Agency has hereunto subscribed and executed this Amendment NO.1 effective as of the day, month, and year herein above written.

City Of Cudahy

Project JADE

Henry Garcia, Interim City Manager

Daniel Trigueros, Executive Director

ATTEST:

ATTEST:

Angela Bustamante, Deputy City Clerk

Secretary

APPROVED AS TO FORM:

Rick Olivarez, City Attorney

RESOLUTION NO. 14-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO MODIFY CERTAIN PARKING CITATION PRACTICES AND RELATED FEES ASSESSED BY THE CITY'S MUNICIPAL OFFICERS AND/OR CODE ENFORCEMENT OFFICERS

WHEREAS, the City of Cudahy wishes to establish reasonable parking citation fees in the City of Cudahy; and

WHEREAS, the City of Cudahy wishes to consider the regular and recurring feedback from the community about excessive fees in a relatively low-income demographic environment;

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Within 30 days of the date of this resolution, or as soon as practicable if the City's ticket processing agency requires more time for implementation, the illegal parking fees assessed in the City of Cudahy, shall be modified to reflect the following:

Section	Description	Revised fee
8-4	No parking between 3:00 a.m. and 6:00 p.m.	\$25
8-6	Driving on public property and in parks	\$50
8-7	Election day polling place parking	\$25
20-24.10(c)	No parking front or side yard	\$30
5204(a)	No tags	\$50
8-5	Unlawful parking city public ground	\$40
8-8(a)(1)	Red zone	\$30
8-8(a)(2)	Green zone (20 min. only)	\$40
22500(b)	Parking on crosswalk	\$40
22500(e)	Blocking driveway	\$40
22500(f)	Vehicles on sidewalk	\$40

22500(L)	Blocking disabled access ramp	\$200
22500.1	Parking in fire lane	\$40
22502(a)	Parking 18" from curb	\$30
22507.8(b)	Disabled parking off street	\$300
22507.8(c)	Parking disabled cross hatched boundary lines	\$300
8-8(A)(3)	Yellow zone loading and unloading 20 min.	\$30
8-8(a)(4)	White zone loading and unloading passengers	\$25
15.44.120(b)	Parking in non-designated parking area	\$30
15.44.140	Failure to park in designated parking spaces	\$30
15.44.160	No vehicle maintenance in public parking areas	\$30
15.64.010	Parking time limits	\$30
15.64.100	Parking disconnected trailer	\$30
15.65.140	Temporary no parking	\$35
22500(h)	Double parking	\$30
15.64.270	Parking on private/public property without consent	\$35
15.64.280	Parking wrong side of street	\$35
4000(a)	Expired registration	\$50
22514	Parking fire hydrant	\$50
15.76.120	Repairing vehicle on street	\$45
15.76.130	Washing vehicle on street	\$40
5200(a)	No front plate	\$40

SECTION 2. Fees associated with other categories of parking citations, as featured in the current parking citation schedule, "Notice of Illegal Parking", shall remain unchanged.

SECTION 3. All late fees associated with parking citations (in all categories) shall never exceed 50% of the original parking citations fee.

SECTION 4. Within 30 days of the date of this resolution, the City of Cudahy shall direct the processing agency to shift the burden of evidence in the adjudication process, as soon as practicable, from recipient of the parking citation to the City of Cudahy. For illustration purposes, a parking citation file should have an accompanying photo that clearly corroborates, beyond a reasonable doubt (and not just with a preponderance of the evidence), the validity of the parking citation to a reasonable agent of the processing agency. Otherwise, the parking citation would be adjudicated immediately in favor of the recipient of the citation.

SECTION 5. Within 30 days of the date of this resolution, the Code Enforcement and Municipal Officers shall no longer enforce parking citations in the interior of private property multi-unit residential areas. For example, parking enforcement shall cease inside gated private property communities or apartment complexes. Notwithstanding the foregoing, the Code Enforcement and Municipal Officers shall continue to enforce parking citations where required by county regulations or state laws outside the purview of the Municipal Code.

SECTION 6. 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 its regular meeting on this 15th day of April, 2014.

RESOLUTION NO. 14-26**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO TERMINATE THE PROFESSIONAL SERVICES AGREEMENT WITH CONSOLIDATED DISPOSAL SERVICES, LLC, EFFECTIVE JANUARY 1, 2025, IN ACCORDANCE WITH THE TERMINATION PROVISION(S) OF THE CURRENT AGREEMENT AND/OR AMENDMENT**

WHEREAS, the City of Cudahy (“City”) entered into a solid waste and recyclable materials handling services agreement (the “Agreement”) with Consolidated Disposal Services, LLC, dated December 15, 1998, and a corresponding amendment (the “Amendment”) dated April 16, 2012; and

WHEREAS, the initial term of the Agreement is for ten (10) years commencing January 1, 1999; and

WHEREAS, the Agreement provides that on January 1, 2000, and every subsequent January, the term is automatically extended one additional year such that every subsequent January, the term extends from nine (9) years back to ten (10) years; and

WHEREAS, the City can terminate the automatic one year extensions at any time and without cause by serving written notice to Consolidated Disposal Services, LLC; and

WHEREAS, the termination notice would stop the extensions, but the nine years remaining on the Agreement would remain in full effect; and

WHEREAS, the aforementioned Amendment executed on April 16, 2012, further restricted any notification of termination until after December 31, 2014, which effectively renders the earliest possible termination date (without cause) as January 1, 2025; and

WHEREAS, the City Council wishes to afford future generations of City Councils the opportunity to evaluate the overall relationship with Consolidated Disposal Services, LLC, with the greatest flexibility to negotiate new rates or seek request-for-proposals from alternative service providers, by capping an otherwise perpetual 10-year term via the automatic contractual extensions.

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 City of Cudahy shall issue the 10-year notice of termination to Consolidated Disposal Services, LLC, at the earliest possible opportunity, in accordance with the applicable termination provision(s) of the Agreement and/or corresponding Amendment.

SECTION 2. This Resolution shall take effect immediately up its adoption, or as soon as practicable given contractual requirements. 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 its regular meeting on this 15th day of April, 2014.

RESOLUTION NO. 14-27**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO TERMINATE THE PROFESSIONAL SERVICES CONTRACT WITH LEGISLATIVE ADVOCACY GROUP IN ACCORDANCE WITH THE TERMINATION PROVISIONS OF THE CURRENT AGREEMENT, AND TO NEGOTIATE A NEW CONTRACT WITH LEGISLATIVE ADVOCACY GROUP BASED ON HOURLY RATE FOR SERVICES, AS NEEDED, AND PRE-APPROVED FEES WITH DETAILED SCOPE OF WORK.**

WHEREAS, the City of Cudahy ("City") entered into an agreement (the "Agreement") dated October 13, 2013, with Legislative Advocacy Group for lobbying services, based on fixed retainer fees of \$2,000 per month; and

WHEREAS, lobbying services have not been a historical priority for the City of Cudahy during the preceding twelve (12) months; and

WHEREAS, the City wishes to improve the supervision, direction, and coordination of lobbying services; and

WHEREAS, the City wishes to realize economic benefit from lobbying services at reasonable fees with a positive return on investment; and

WHEREAS, the City of Cudahy is entitled to terminate the Agreement with Legislative Advocacy Group, at any time for any reason, by providing written notice of termination at least 30 days prior to the effective termination date.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. On the business day immediately following the approval date of this resolution, the City shall provide a written notice of termination to Legislative Advocacy Group, effective 30 days from the date of notification, pursuant to the termination provision(s) of the Agreement between the City of Cudahy and Legislative Advocacy Group.

SECTION 2. Separately, the City Manager shall negotiate a new agreement with Legislative Advocacy Group for lobbying services, based on an hourly rate for services as needed, pre-approved Scope of Work, and pre-approved total fees per engagement.

SECTION. The final revised agreement between the City of Cudahy and Legislative Advocacy Group shall require the approval of the City Council during an open and public meeting.

SECTION 4. This Resolution shall take effect immediately up its adoption, or as soon as practicable given contractual requirements. 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 its regular meeting on this 15th day of April, 2014.



AGENDA REPORT

MEETING DATE: April 15, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Henry Garcia, City Manager

FROM: Rick R. Olivarez, City Attorney

TITLE: Presenting Matters to City Council

RECOMMENDATION:

The City Council to direct the City Attorney as to whether the City Council would like to clarify or modify the City's existing policy concerning who has the power to place items on the agenda and the applicable procedures.

BACKGROUND/DISCUSSION:

The City Council directed the City Attorney's Office to review whether the City's has a clear policy in place regarding who has the authority to place items on the agenda and the procedures that apply.

Presenting Matters to the City Council

The City's Municipal Code section 2.04.030 entitled, "Presenting Matters to the City Council" is broad in nature as it permits every City official or body connected with the City's government and every citizen, corporation, committee or civic group to present any report or communication at a city council meeting so long as it is first presented to the city clerk in writing at least seven days preceding the city council meeting.

Section 2.04.030, however, does not provide guidance as to who may place an item on *the City Council agenda*. Many cities have clear policies or municipal code provisions concerning who has the power to place items on the agenda and procedures for such requests.

Placing Items on the Agenda

On July 2, 2012, the City adopted Resolution No. 12-25 to establish and update rules concerning the placement of items on the City Council agenda.

The resolution provides that City Councilmembers seeking to place items on a City Council agenda shall first present the items to the City Manager at least seven days prior to the City Council meeting, to allow the City Manager to work with the City Clerk and other City staff to make any applicable modifications to the agenda items and prepare the agenda.

State law does not require that cities to adopt a specific policy of set of procedures for placing items on the agenda. Accordingly, cities throughout California apply different policies and procedures for the placement of items on the agenda. For example, some cities provide that the city manager, city attorney, and city council may place items on the agenda by either (a) verbally requesting the agenda item during a council meeting, which does not require a vote by council for acceptance at that time, or (b) written request to the city manager no later than 10 days before the scheduled council meeting. Any background information or preparation for an item placed on an agenda by a council member is the sole responsibility of the council member until such time as the full council has considered the item and directed staff to take action.

Other cities require that a majority of the council to approve a councilmember's request to place an item on the agenda. If the majority of the council approves, staff will prepare staff reports for the next agenda, if formal council action is required. Otherwise, the councilmember making the request is strongly encouraged to provide at a minimum a brief description as to the focus of the discussion.

Still other cities (a) provide on each agenda an item to allow councilmembers to request items to be placed on future agendas; (b) allow the mayor to place an item on the agenda unilaterally; (c) allow two councilmembers to make a request to the city manager; and (d) permit staff to place matters on the agenda through the city manager.

Alternatively, some cities limit the number agenda items that can be placed by councilmembers on each agenda.

In sum, policies concerning who has the power to place items on the agenda and associated procedures vary from city to city.

CONCLUSION:

The City Attorney's office seeks direction from the City Council as to whether it would like to clarify or modify the City's existing policy concerning who has the power to place items on the agenda and the applicable procedures.

ATTACHMENT:

RESOLUTION NO. 14-30

RESOLUTION NO. 14-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY ESTABLISHING AND UPDATING RULES TO PLACE ITEMS ON CITY COUNCIL AGENDAS

WHEREAS, the City has adopted the City Manager form of government in which the City Manager functions as chief executive and is responsible for the day-to-day operations of the City; and

WHEREAS, on May 1, 2012, the City Council adopted Resolution 12-16, reinforcing the City Manager form of Government and establishing rules of decorum for Council Members, including a policy that Council Members direct requests to the City Manager; and

WHEREAS, the City has an existing policy of providing staff adequate time to prepare agendas for public meetings as codified in Municipal Code section 2.04.030; and

WHEREAS, the City Council currently conducts its regular meetings on the first and third Tuesday of each and every month, in accordance with Ordinance No. 628 and section 2.04.020 of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code; and

WHEREAS, the regular meetings of the City Council often last until one (1) a.m. or later, and agenda items scheduled for the meetings are tabled to later dates due to time constraints; and

WHEREAS, members of the public have expressed concerns that the late hour of these meetings is inhibiting public participation in the discussion of agenda items and City Council cannot take action when items are continuously tabled due to insufficient time to hear all items that are placed on the agenda; and

WHEREAS, many members of the public are not able to stay to the end of the meetings when the run until 1 a.m. or later; and

WHEREAS, the City Council shares these concerns and values the participation of members of the public as an important aspect of a transparent government; and

WHEREAS, the City Council endeavors to have City Council meetings in which fewer agenda items are tabled to later meeting dates and which are of a shorter duration, as the City Council values community members' time and is aware that many community members have come to City Council meetings for specific agenda items, only to have those agenda items tabled to later dates due to time constraints; and

WHEREAS, as a result of these concerns, the City Council seeks to implement a procedure enabling more efficient City Council meetings, in order to encourage both the efficient administration of City Council meetings and the attendance and participation of the public at such meetings.

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. in order to keep the number of agenda items for each city council meeting at a reasonable number and in the interest of preventing agenda items from being tabled due to time constraints, each City Council Member may only place one (1) item on a City Council agenda. Acknowledging that there may be a number of important or time-sensitive agenda items in excess of this restriction, the Mayor and City Manager shall have the authority to place additional agenda items on an agenda.

SECTION 2. City Council Members seeking to place an item on a City Council agenda shall first present the item to the City Manager.

SECTION 3. Agenda items shall be presented to the City Manager at least ten (10) days prior to the City Council meeting, to allow the City Manager to work with the Office of the City Clerk and other City staff to make any applicable modifications to the agenda items and prepare the agenda.

SECTION 4. To the extent that any provisions of any prior resolutions of the City Council of the City of Cudahy are inconsistent with the provisions of this resolution, they are hereby repealed.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 15th day of April, 2014.