CUDAHY CITY COUNCIL (Regular Meeting)
and
CITY OF CUDAHY AS SUCCESSOR AGENCY TO THE CUDAHY DEVELOPMENT COMMISSION (Special Meeting)
A Joint Meeting to be held in the City Council Chambers
5240 Santa Ana Street, Cudahy, California
Tuesday, May 20, 2014 – 6:30 P.M.

1. **CALL TO ORDER**

2. **ROLL CALL**

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

3. **PLEDGE OF ALLEGIANCE**

4. **INVOCATION**

5. **PRESENTATIONS**

6. **PUBLIC COMMENT**

7. **CITY COUNCIL COMMENTS**

8. **WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES**

   A. 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: Approve as stated.

9. **PUBLIC HEARINGS**

   A. Consideration of a modification of the Clara Street Sports Complex Expansion Phase III, California State Department of Parks and Recreation grant number UP-19-023A.
   (Staff report with attachments attached) (CD)
   Recommendation: Approve to direct staff to move forward with the submission of the modification.

B. Consideration of introduction of 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."
(Staff report, letter of certification and Ordinance No. 634 attached)(CD)
Recommendation: Approve introduction of Zoning Ordinance No. 634. (First reading)

C. Consideration of introduction of 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
(Ordinance No. 629, and redline version attached)
Recommendation: Approve introduction of Ordinance No. 629. (First reading)

10. CONSENT CALENDAR

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

Consent Calendar Recommendation: Approve Items 10A through 10F on the Consent Calendar.

A. A request to approve the City Demands and Payroll for the month of March 2014 **(FD)**
(Staff report and register attached)
Recommendation: Approve the City Demands and Payroll.

B. A request to approve the City Treasurer's Financial Report (LAIF) for the month of March 2014 **(FD)**
(Staff report attached)
Recommendation: Approve the City Treasure's Financial Report.

C. A request to approve the Cash and Investment Report for the month of March 2014 **(FD)**
(Report attached)
Recommendation: Approve the Cash and Investment Report.

D. A request to approve the Minutes for the City Council Special Meeting of April 29, 2014. **(CC)**
(Minutes attached)
Recommendation: Waive reading of the minutes, approve as submitted, and order filed.

E. A request to approve the Minutes for the City Council/City Council as Successor Agency to the Cudahy Development Commission Regular/Special Joint Meeting of May 6, 2014. **(CC)**
(Minutes attached)
Recommendation: Waive reading of the minutes, approve as submitted, and order filed.

F. Consideration of A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY APPROVING AND DIRECTING THE TRANSFER OF HOUSING FUNCTIONS AND ASSETS OF THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY TO THE CITY OF CUDAHY, ACTING AS HOUSING SUCCESSOR AGENCY (SUCCESSOR AGENCY) **(FD)**
(Resolution Attached)
Recommendation: Approve the Resolution.

G. Consideration of A RESOLUTION OF THE CITY OF CUDAHY, ACTING AS HOUSING SUCCESSOR AGENCY, APPROVING ITS ACCEPTANCE OF THE HOUSING FUNCTIONS AND ASSETS OF THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY FROM THE CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY SUCCESSOR AGENCY. (CITY COUNCIL AS HOUSING SUCCESSOR AGENCY)**(FD)**
(Resolution Attached)
Recommendation: Approve the Resolution.

11. BUSINESS SESSION

A. Consideration of A RESOLUTION OF THE CITY COUNCIL OF CUDAHY, CALIFORNIA, SUPPORTING THE EXPANSION OF EARLY CARE AND EDUCATION AND CHILD FRIENDLY ACTIVE SPACE AND TO WORK WITH THE SOUTHEAST CITIES ECE TASK FORCE AND COLLABORATIVE TO ASSURE THESE GOALS ARE ACCOMPLISHED (COUNCIL)
(Resolution Attached)
Recommendation: Approve the Resolution.

B. Discussion to explore the possibility of a joint facility agreement between LAUSD (Elizabeth Learning Center) and the City of Cudahy **(CM)**
(Staff report attached)
Recommendation: Authorize staff to explore the possibility of a joint facility agreement.

C. Consideration to approve a contract between The City of Cudahy and HR Dynamics and Performance Management for professional services.
(**CM**)
(Report and Agreement attached)
Recommendation: Approve Professional Management Services with HR Dynamics and Performance Management.

12. COUNCIL BUSINESS

A. Discussion item on pension reform.
(Guerrero)
(City Attorney to provide an oral report)
Recommendation: Receive Report.

13. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION. (1) One matter regarding possible initiation of litigation pursuant to Government Code section 54956.9(d)(4).

B. 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.

C. Closed Session 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

D. Closed Session pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator
Location of Property: 4846 Clara Street, APN 6226-025-004
City's Negotiator(s): City Manager Henry Garcia and City Attorney Isabel Birrueta
Party Negotiating With: Estrada Othon / Estrada Maria A
Under Discussion: Discussion of both price and terms of payment as relates to purchase of subject property

14. ADJOURNMENT

9A

AGENDA REPORT

MEETING DATE:	May 20, 2014
TO:	Honorable Mayor and Members of the City Council
THROUGH:	Henry Garcia, Interim City Manager
FROM:	Michael Allen, Acting Community Development Director
TITLE:	**Consideration of a modification of Clara Street Sports Complex Expansion Phase III, California State Department of Parks and Recreation grant number UP-19-023A**

RECOMMENDATION:
It is recommended that the Cudahy City Council direct staff to move forward with the submission of the modification of Clara Street Sports Complex Expansion Phase III, California State Department of Parks and Recreation grant number UP-19-023A.

DISCUSSION:
Phase One of Clara Street Sports Complex was built and completed on or around 1990 by the City. Immediately south of Phase One sits Phase Two of the Clara Street Sports Complex, which is the subject of the initial grant Cudahy submitted for State Proposition 40 funds. Phase Two was completed and closed out, in total acquiring five parcels, relocating all impacted households, and developing basketball courts, picnic facilities, a grass field, lighting, and fencing.

The subject consideration, Phase Three is the final section located immediately east of Phase Two, to be acquired and developed by the City. Initially Phase Three consisted of the acquisition of two parcels, Parcel One (4840-4844 Clara Street) and Parcel Two (4846-4848 Clara Street). However, the City has exhausted its efforts to contact and negotiate with the owners of Parcel Two, making them non-responsive and unwilling to sell. As a result, the City must move forward with Parcel One.

In order to move forward with only Parcel One, the City must submit a modification to the original grant application which includes only Parcel One and redesign the site plan, consistent with the original design. Upon direction by City Council on May 6, 2014, the City scheduled and held a meeting with the City Manager, City Attorney, Acting Community Development Director, Project Manager, and the State of California Office of Grants and Local Services Program Chief, Program Manager, Program Supervisor, and Project Officer.

During the meeting with the State representatives, we discussed the progress and status of the project. Collectively, we agreed on the necessary modification and information needed in order to move forward. Once direction is given at the May 20, 2014 City Council meeting, the City will submit the request which will include the modified site plan, timeline for the Mitigated Negative Declaration, Budget, City's matching contribution, and a new application.

In preparation of the acquisition of Parcel One and submittal of a modification to the grant application, the City has completed a Phase One Environmental Study which tested for the

presence of asbestos containing materials, Lead-based Paint survey, and ten composite surface soil samples and analyzed for Title 22 Metals (EPA Method 6010B). Additionally, the City has begun the process of establishing the relocation plan, and mitigated negative declaration.

In order to preserve Proposition 40 funds, the City must move forward with the modification to reduce the scope of the grant to Parcel One only. However, City staff is investing in seeing the project through in order to retain and expand scarce open space resources available to residents. The City falls far below the LA County standard (4 acres/1000 residents) for park space, providing only .7 acres per 1000 residents.

To move forward City staff has prepared a proposed modified site plan to be included in the modification request, to be approved by City Council. Additionally, staff has modified the budget and timeline to reflect the modification.

ATTACHMENTS:
Timeline
Budget
Proposed Site Plan

Clara Street Sports Complex, City of Cudahy, Prop 40 Urban Parks Grant

Timeline: Option 1 vs. Option 2

												2014									2015				
PM -Feasibility study	x	x																							
Adopt Option 1 or 2		x																							
Soils Tests		x	x	x	x	x	x																		
Prepare request for scope change		x	x	x	x	x	x	x																	
RFP for Design Services		x	x	x	x																				
RFP for Project Management		x	x	x																					
RFP for Relocation services		x	x	x																					
Panel /schedule selections.			x	x	X																				
Council approval				x	x																				
Consults prepare site plan, relocation plan, budget update, CD.						x	x	x	x	x	x														
Public meeting -scope change		x	x	x	x	x	x	x	x																
a. CEQA-MND		x	x	x	x	x	x	x	x																
b. CEQA CE		x	x	x																					
Grant mofications approved						x	x	x	x	x	x	x	x												
Option 1 Project may begin							x	x	x	x	x	x	x												
Complete appraisal on Parcel 2, negotiate																									
Clarify timeline and Prop A																									
CEQA Neg Dec																									
Qualified bidders/short list/no council																									
(See bid list)																									
GREEN LIGHT																									
PROJECT READY																									
Purchase agreement (Both)										x	x	x	x												
escrow open										x	x	x	x												
Completed Relocation Plan							x	x	x	x	x	x	x												
Close escrow (pay families)											x	x	x												
Demolition Permit										x	x	x	x												
Contract for demolition services (RFP)											X	x	x												
Demolish buildings												x	x	x											
award design contract																									
Complete concept/alternatives																									
Submit 50% CD's													x												
Plan check								x	x	x			x												
Submit 100% CD's													x	x											
Notice to Proceed							x	x	x	x	x	x	x	x											
building permit																									
GREEN LIGHT CONSTRUCTION STARTS										O.Option															
Construction Phase																									
fencing <$,000										x	x	x	x	x		x			x	x	x				
Mini-RFQ, receive bids, review them "Concrete																			X						
Select contractor, introduce																									
Rough Grade /Set grade												x	x	x	x	x				x	x				
Installing concrete mow strips																	x			x	X				
Install decomposed granite																	x	x		x	X				
Order and purchase exercise equipment, picnic tables, benches													x				x			x	X				
Install exercise equipment																				x	X				
Install concrete pads for picnic tables																				x	X				
Mini-RFQ, receive bids, review them landscape																				X					
Select contractor, introduce contractor																									
Install tree bubblers													x	x	x	x			x	x	x	x	X		
plant trees and plants																					X	X	X		
Picnic Pavilion										N/A			x	x	x	x	X	X	x	x	x	x	x	x	
Lighting										N/A					x	x	X	X	x	x	x	x	x	x	
Final Inspection																			x	x	x	x	x	x	
10% request for contingency hold																			X	X	X	X	X	X	

Clara Street Sports Complex, Proposition 40,Urban Parks Grant

Budget 1

Proposed Development Budget -Revised	Option 1	Option 2
Acquisition and Relocation	**0.45 acres**	**.9 acres**
Appraised value, Parcel 1-G	1,025,000	
Soils tests	4,500	
Relocation , 1-G	194,000	
Parcel 1-G-land and relocation only	1,223,500	
Appraised value, Parcel 2-E		**1,025,000**
Appraisal		**2,000**
phase 1 (two tests)		**4,500**
purchase price		**1,025,000**
relocation 2-E		**189,000**
Parcel 2-E-land and relocation only		**1,220,500**
Total Land/Relocation cost:	**1,223,500**	**2,443,000**
Total Grant Amount	**2,423,545**	-20,000
Remainder for Development	**1,200,045**	**0**
Construction Costs (See below)	**489,500**	358,250
Amount to return to State (Option 1)	**710,545**	0
Amount needed from City to complete entire park		378,250

Clara Street Sports Complex-Proposition 40,Urban Parks Grant

Budget 2

Parcel 1-G		term	monthly def payment		
house meeting with tenants					
survey of families					
family payments (estimat	6 units	**42 months**	700	180,000	180,000
consultant fee per family	6	**500**		3,000	3,000
report fee			6500	5,000	5,000
Move per family	6	**1,000**		6,000	6,000
subtotal .45				194,000	194,000
Parcel 2-E					
house meeting with tenants		(included above)			
survey of families	6	same			
family payments (estimat	6	**42**	700		180,000
consultant fee per family	6	**500**			3,000
report fee		(included above)			0
move per family	6	**1000**			6,000
subtotal .45					189,000
Option 2					
Total relocation(400)					383000

* this is an estimate, which may vary based on actual survey.

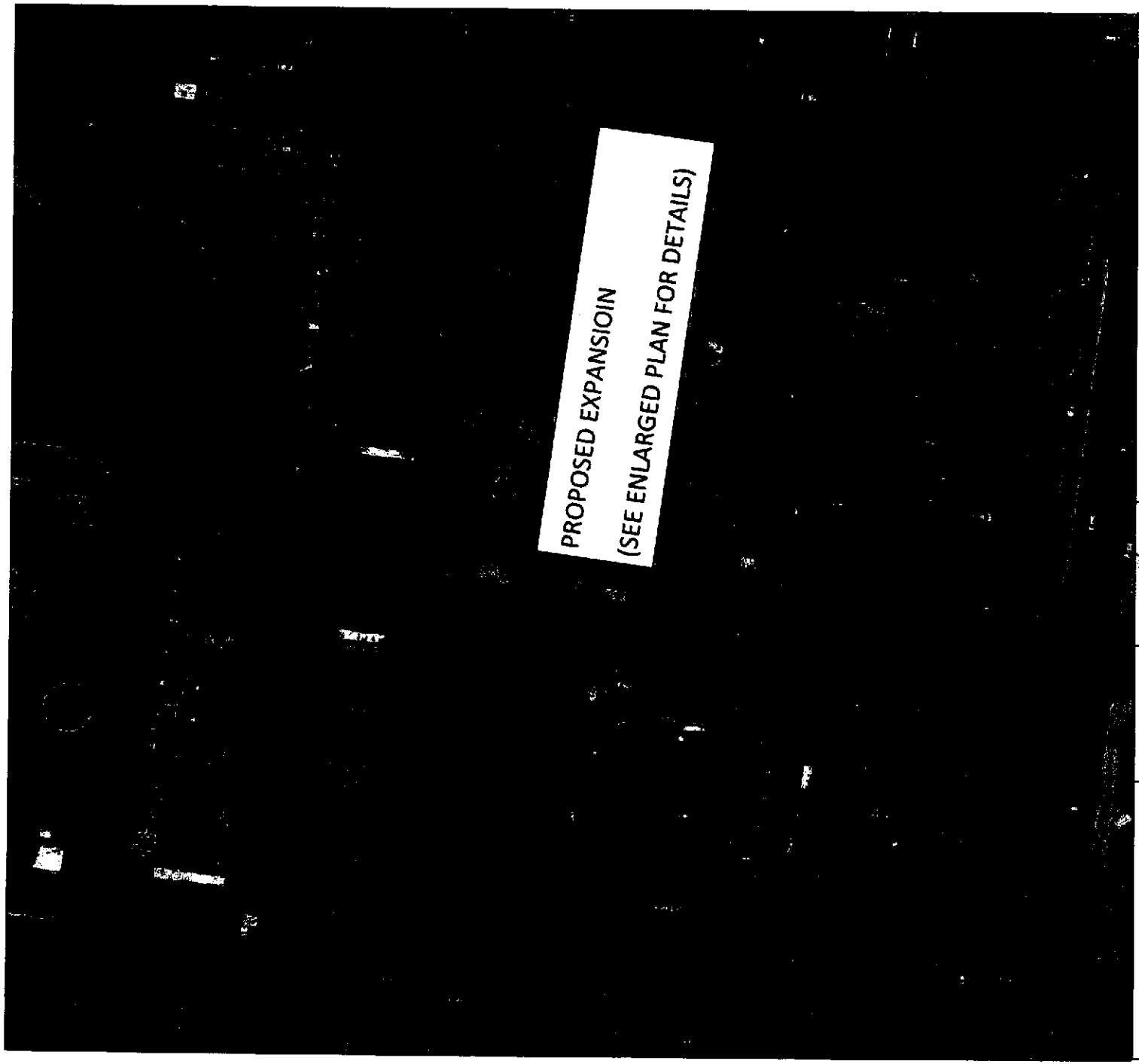
Clara Street Sports Complex-Proposition 40,Urban Parks Grant

Budget 3

Pre-Construction	**0.45**		**0.9**
demolition and haulaway	45,000		45,000
fencing	4,000		4,000
trash	0	city in ki	0
soils tests			5,000
subtotal	54,000		54,000
Construction docs /Designer with observation	**55,000**		**20,000**
Plan Check	**0**	city in ki	**0**
Project Management	**50,000**		***25,750***
subtotal	105,500		45,750

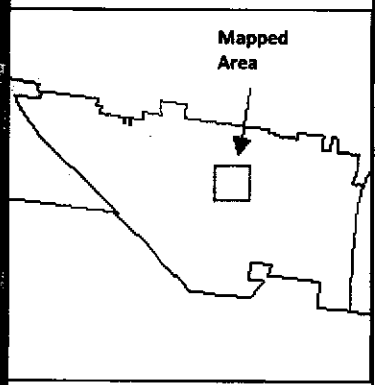
Construction	**Option 1 w/augmentations**	**Preferred option 2 Improvements per grant**
path, concrete/6,000 ft.	20,000	9,000
Site preparation/grading, BMP	10,000	7,500
irrigation (materials and installation; city plumb tie-in)	20,000	9,000
Pedstrian lights (standards and city-electrician)	20,000	10,000
Fencing (installed-acrylic chain link)	80,000	25,000
decomposed granite	15,000	6,000
native plants and trees and grass seeds	20,000	15,000
picnic structure-1 @10 ft diameter)	90,000	25,000
Footings installation, concrete pads, tables	23,000	8,000
exercise equipment (installed)	40,000	
mulch, compost	city in kind	

contingency	30,000	15,000
[redacted]	368,000	[redacted]
[redacted]	[redacted]	[redacted]
Total development costs	527,500	358,250



CUDAHY, CA

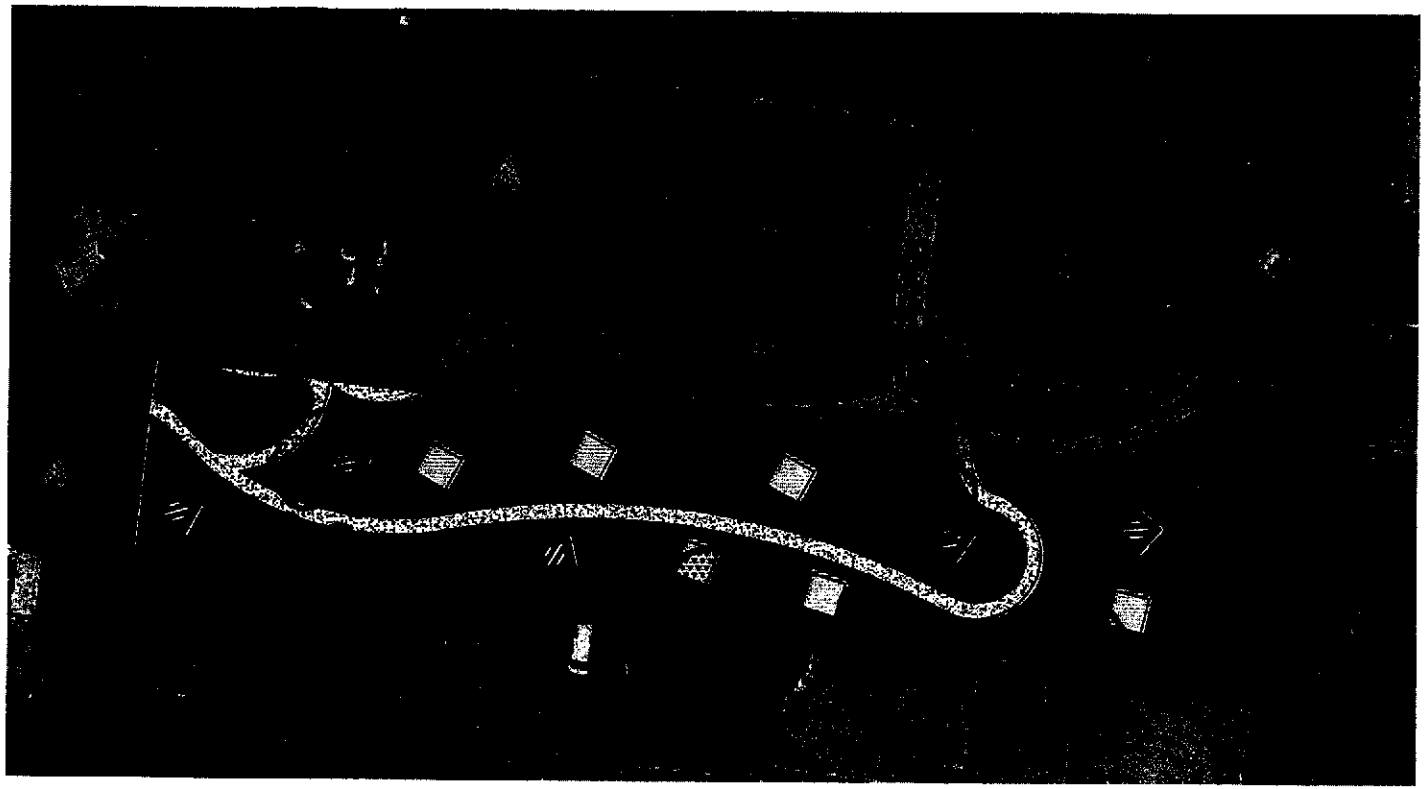
CLARA STREET COMPLEX EXPANSION PHASE-II



Description:

Proposed Expansion

(Aerial View)



PEDESTRIAN PATH

BARBEQUE STATION

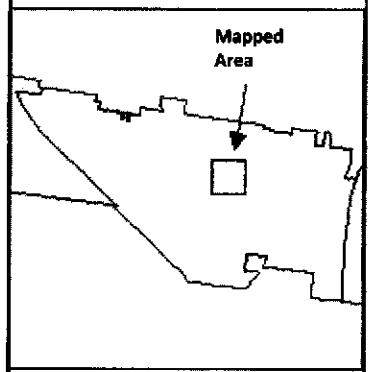
WORK–OUT STATION

TREE

GRASS

CUDAHY, CA

CLARA STREET SPORTS COMPLEX EXPANSION PHASE-II



Description:

Proposed expansion area and improvements

(Enlarged Plan)

9B

AGENDA REPORT

MEETING DATE:	May 20, 2014
TO:	Honorable Mayor & City Council Members
FROM:	Michael Allen, Acting Community Development Director
TITLE:	**First Reading of 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."

At the May 6th, 2014 Cudahy City Council heard the first reading of proposed Zoning Ordinance No. 634. During the public hearing, City Council requested additional information from the City Attorney's office regarding the limitations of how restrictive the guidelines for adoption could be according to SB2. This analysis will be provided as an addendum to the staff report upon availability.

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.

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.

On April 15, 2014 the Cudahy City Council heard the first reading of proposed Zoning Ordinance No. 634. During the public hearing, a number of suggestions were proposed including alternative zones, distance requirements, and number of beds.

At the April 23, 2014 Town Hall meeting, City Staff made a presentation to the attendees and members of the public to provide information on SB2, as well as provide the options and solicit feedback from the community. As of April 29, 2014, Staff has not received any feedback, suggestions, or recommendations from members of the community after the town hall meeting.

At the May 6th, 2014 Cudahy City Council heard the first reading of proposed Zoning Ordinance No. 634. During the public hearing, City Council requested additional information from the City Attorney's office regarding the limitations of how restrictive the guidelines for adoption could be according to SB2. This analysis will be provided as an addendum to the staff report upon availability.

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.

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. 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 along Atlantic Avenue, the central corridor through Cudahy includes 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). Additionally, the following standards are proposed in order to mitigate over-saturation and reduce proximity to sensitive land uses: 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.

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.

As Proposed: Community Commercial Zone
The proposed Ordinance Amendment identifies emergency shelters as a permitted use in the Community Commercial zone, provided the above standards are met. Under this premise, the permitted use is limited to Atlantic Avenue only, and due to distance requirements, south of Elizabeth Street. Additionally, it locates emergency shelters within a zone which was

established to provide a wide range of retail and service establishments needed to accommodate the surrounding community.

Public Comment: Commercial Manufacturing Zone
However, public comment during the April 15th, 2014 City Council meeting suggested a desire to permit such facilities a greater distance from schools and parks, leaving the Commercial Manufacturing (CM) zone as an alternative zone. Under this premise, the permitted use is limited to the CM zone with the above mentioned standards will limit the permitted us to the southern Cecelia Street and Patata Street, and southwestern Salt Lake Avenue which borders the City. This would place emergency shelters in a zone that was established to provide a range of commercial, manufacturing, and wholesaling facilities.

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 15 beds or persons per night and would be permitted by right. Emergency shelters over 15 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 15 beds or persons may be served nightly, with associated support service not open to the public. Any Emergency Shelter for Homeless with greater than 15 beds shall be subject to approval of a Conditional Use Permit consistent with CMC Chapter 20.44.

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

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

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
EDMUND G. BROWN JR., Governor
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

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_hecompl011708.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,

for

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 May 20, 2014 conducted a public hearing and first reading of Ordinance No. 634 and conducted a public hearing; and

WHEREAS, the Cudahy City Council, pursuant to law, on June 3, 2014 conducted a public hearing and second reading of Ordinance No. 634 and continued the 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: City Council held a first reading of Ordinance No. 634 and opened the public hearing on May 20, 2014 to consider the zone text amendment. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination, and

A public hearing and second reading was held before the City Council of the City of Cudahy on June 3, 2014 to consider the zone text amendment. All evidence, both written and oral, presented during April 15th, 2014 first reading, and public hearing was considered by the Planning Commission in making its determination.

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

A. That the proposed amendments to Title 20 (Zoning) are consistent with the goals, policies, and objectives of the General Plan; and

B. That the proposed amendments will not adversely affect properties in the City of Cudahy.

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

Section 20.08.010: Definitions.

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

directory only. Whenever used in this zoning code, the word "day" shall mean a single calendar day.

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

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

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

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

"Adjoining" means two or more lots or parcels of land sharing a common boundary line, or two or more objects in physical contact with each other.
"Affordable unit" refers to a housing development project in which 80 percent of the units shall be designated for very low-income households and 20 percent reserved for low-income households as those terms are defined in the health and safety code.

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

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

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

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

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

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

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

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

Arcade. See "Amusement arcade."

"Artists' studio" means a building containing work space and retail sales space for artists and artisans producing individual one-of-a-kind works of art, including individuals practicing a fine art, or skilled in an applied art or craft; provided, that the use does not impact any other use or property with noise, odor, dust, vibration, or other nuisance. This classification includes, but is not limited to, painters' studios, ceramic studios, and custom jewelry studios.
"Assessor" means the assessor of the county of Los Angeles.

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

"Atlantic Boulevard Corridor Map."

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

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

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

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

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

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

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

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

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

"Building" means any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, or property of any kind.
"Building – accessory" means a detached subordinate building, the use of which is incidental to that of the primary building or to the principal use of the land, and which is located on the same lot or parcel of land with the main building or principal use of the land.

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

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

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

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

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

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

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

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

"Center-line" means the center-line of any street, as established by the city engineer by official surveys, and on file in the office of the city engineer.
"Check-cashing" means a business that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification does not include a state or federally chartered bank, savings association, credit union, or industrial loan company. Further, this classification does not include establishments selling consumer goods where the cashing of checks or money orders is incidental to the main purpose of the business.

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

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

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

"Club, private" means any building or premises used by an association of persons, whether incorporated or unincorporated, organized for some common

purpose, but not including a group organized solely or primarily to render a service customarily carried on as a commercial enterprise. This definition does not include "adult" business establishments.

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

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

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

"Commission" refers to the planning commission of the city of Cudahy.

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

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

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

"Condominium" means an undivided interest in common in a portion of real property coupled with a separate interest in space called a "unit," the boundaries of which are described on a recorded final map, parcel map, or condominium plan. The description of the unit may refer to: (a) boundaries described in the recorded final map, parcel map, or condominium plan, (b) physical boundaries, either in existence, or to be constructed, such as walls, floors, and ceilings of a structure or any portion thereof, (c) an entire structure containing one or more units, or (d) any combination thereof. An individual condominium within a condominium project may include, in addition, a separate interest in other portions of the real property. This term shall also include stock cooperative developments.

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

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

"Condominium documents" means the declaration and the condominium plan.

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

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

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

"County" refers to the county of Los Angeles.

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

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

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

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

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

Drive-Thru. See "Establishment with drive-up service."

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

"Duplex" means a structure consisting of two dwelling units.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Height. See "Building height."

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

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

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

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

"Household pet" means a domesticated animal commonly maintained within a residence.

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

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

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

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

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

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

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

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

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

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

"Lot, cul-de-sac" means a lot fronting on, or with more than one-half (50 percent) of its lot frontage, on the turnaround end of a cul-de-sac street.
"Lot depth" means the horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

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

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

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

"Lot line, exterior" means a lot line abutting a street.

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

"Lot line, interior" means a lot line not abutting a street.

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

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

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

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

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

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

Exhibit 20.08-1
Illustration of "Lot" Definitions*
* Code reviser's note: Exhibit 20.08-1 is on file in the office of the city clerk.

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

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

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

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

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

"Mini-warehouse" or "self-storage facilities" means a warehouse operation serving the public where customers rent or lease, and have direct access to, individual storage areas, compartments, or rooms within a larger structure or

structures provided for storage use. This use may also include limited caretaker facilities.

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

Motel. See "Hotel."

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

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

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

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

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

"Off-street parking facility" means a lot, or portion thereof, improved and used for the parking of vehicles, including, but not limited to, enclosed garages and parking structures, open parking areas, aisles, driveways, and appurtenant landscaped planters and their improvements.

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

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

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

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

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

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

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

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

"Personal improvement service" means a business establishment providing instructional services or facilities, including, but not limited to, photography, fine arts, crafts, dance or music studios, driving schools, modeling agencies, reducing

salons, and health or physical fitness clubs. Incidental instructional services associated with a retail use shall be classified as "retail sales" rather than "personal improvement services."

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

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

"Public building" means a building owned and operated by a public agency for public use.
"Public safety facility" means a public facility providing public safety and emergency services, including police and fire protection, and associated support and training facilities.

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

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

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

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

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

"Recycling, processing facility" means a building or enclosed space used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing.
"Rental unit" means a housing unit leased for the occupancy of a residential household.

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

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

Rest Home. See "Convalescent home."

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

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

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

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

"Retail sales" means a business establishment engaged in the retail sale of merchandise not specifically listed under another use classification as defined in this chapter. This classification includes, but is not limited to: department stores, clothing stores, furniture stores, and businesses retailing the following goods: toys, hobby materials, handcrafted items, jewelry, cameras, photographic supplies, books, electronic equipment, records, sporting goods, kitchen utensils, hardware, appliances, antiques, art supplies, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, and new automotive parts and accessories (excluding service and installation). This classification excludes thrift shops and pawnshops.

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

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

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

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

Service Station. See "Vehicle – service station."

"Setback" means a required open space on an improved lot that is unoccupied by buildings and unobstructed by structures from the ground upward, except for projections and accessory buildings permitted by the provisions of this zoning code. Setbacks shall be measured as the shortest distance between a property

line and the nearest vertical support or wall of the building, enclosed or covered porch, or other structure.

Exhibit 20.08-2
Illustration of "Setback" Definitions*

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

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

"Setback, exterior side" means a side setback abutting a street.

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

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

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

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

Exhibit 20.08-3
Illustration of "Sign" Definitions*

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

"Sign, A-frame" means a freestanding sign usually hinged at the top or attached in a similar manner, and widening at the bottom to form a shape similar to the

letter "A." Such signs are usually designed to be portable, and are not considered to be permanent signs or displays.

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

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

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

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

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

"Sign, billboard" means a structure of any kind erected or used for promoting or advertising an interest other than that of a business, individual, products, or service available on the premises where the sign is located. Signs of an official nature are not considered billboard signs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Sign, pylon" means a freestanding sign other than a pole sign, permanently affixed to the ground by supports, but not having the appearance of a solid base. "Sign, reader board and changeable copy" means a sign announcing events, or containing text and/or graphics, the message of which is periodically changed.

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

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

"Sign, temporary" means any sign not constructed or intended for long-term use. "Temporary signs" include, but are not limited to, banners, flags, pennants, balloons, dirigibles, beacons, and searchlights.

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

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

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

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

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

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

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

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

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

Street, Center-Line. See "Center-line."

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

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

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

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

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

(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.

PASSED AND APPROVED THIS 20th DAY OF MAY, 2014 BY THE FOLLOWING ROLL CALL VOTE:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

ATTEST:

_____
Secretary

APPROVE AS TO FORM:
OLIVAREZ MADRUGA
CITY ATTORNEY

By: _____
Isabel Birrueta, Assistant

9C

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. 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. 2.54.040 Prohibition Against Solicitation of Contributions and Gifts.

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. 2.64.040 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. ~~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. 2.54.04~~5~~0Prohibition 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.2.54.0~~5~~60 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. 2.54.0670 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.

Field Code Changed

10A

AGENDA REPORT

MEETING DATE: May 20, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: Finance

FROM: Steven Dobrenen

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

RECOMMENDATION:

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

SUMMARY:

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

Computer warrants	36948 - 37067
Void checks	None
Total amount disbursed	$867,999.21

Payroll Warrants including payroll taxes and insurance premiums:

	March 6, 2014	March 20, 2014
Issued Warrants Number	17616 - 17695	17696 - 17757
Voided Warrants		
Issued Warrants Amounts	$ 7,464.96	$ 11,679.44
Direct Deposits	50,804.99	48,676.10
CalPERS Direct Deposit (a)	21,668.79	
CalPERS Direct Deposit (b)	14,982.61	
Payroll taxes (c)	11,454.31	10,664.35
Total Amount	$ 106,375.66	$ 71,019.89
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.

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
36948	03/06/2014	9603	ALLY	482.90	482.90
		Printed	2010 GMC SIERRA TRUCK LEASE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24842	257-4780-6393.000	482.90	0.00	482.90
			Check Amount	482.90

36949	03/06/2014	8021	AT & T MOBILITY	338.04	338.04
		Printed	CELLULAR SERVICES 1/7 - 2/6	0.00	

Ref#	GL Number	Gross	Discount	Amount
24853	001-4151-6390.000	51.77	0.00	51.77
24853	001-4301-6390.000	51.77	0.00	51.77
24853	001-4020-6390.000	27.15	0.00	27.15
24853	001-4018-6390.000	62.75	0.00	62.75
24853	001-4210-6390.000	78.92	0.00	78.92
24853	510-4230-6390.000	65.68	0.00	65.68
			Check Amount	338.04

36950	03/06/2014	8397	BASHFORD ENTERPRISES	20,920.50	20,920.50
		Printed	SINGLE FAM: 7638 SALT LAKE AVE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24825	510-4620-6767.000	20,920.50	0.00	20,920.50
			Check Amount	20,920.50

36951	03/06/2014	10078	BEARCOM WIRELESS WORLDWIDE	430.55	430.55
		Printed	FCC LICENSE FILING FEE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24855	001-4020-6376.000	430.55	0.00	430.55
			Check Amount	430.55

36952	03/06/2014	10093	CARE FOR THE CHILDREN	2,158.40	2,158.40
		Printed	CITYWIDE HOUSE NUMBER PAINTING	0.00	

Ref#	GL Number	Gross	Discount	Amount
24860	201-7016-6725.000	2,158.40	0.00	2,158.40
			Check Amount	2,158.40

36953	03/06/2014	4546	CENTRAL BASIN MUNICIPAL WATER	122.76	122.76
		Printed	RECYCLE WATER SERVICES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24845	001-4410-6395.000	122.76	0.00	122.76
			Check Amount	122.76

36954	03/06/2014	4839	CHAMPION CHEMICAL	492.14	492.14
		Printed	GRAFFITI X CHEMICAL	0.00	

Ref#	GL Number	Gross	Discount	Amount
24849	001-4025-6010.000	164.04	0.00	164.04
24849	001-4410-6750.000	164.05	0.00	164.05
24849	201-4425-6750.000	164.05	0.00	164.05
			Check Amount	492.14

36955	03/06/2014	6096	CLEAN SOURCE INC	826.82	826.82
		Printed	REPLACE FLOOR MATS CITY BLDGS	0.00	

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

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

Ref#	GL Number	Gross	Discount	Amount
24856	001-4025-6010.000	826.82	0.00	826.82
			Check Amount	826.82

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
36956	03/06/2014	9711	CORE INVESTIGATIONS	1,925.00	1,925.00
		Printed	INVESTIGATION SERVICES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24826	001-4005-6755.000	1,925.00	0.00	1,925.00
			Check Amount	1,925.00

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
36957	03/06/2014	0186	COUNTY OF LOS ANGELES	2,317.96	2,317.96
		Printed	ANIMAL CARE & CONTROL JANUARY	0.00	

Ref#	GL Number	Gross	Discount	Amount
24844	001-4510-6703.000	2,317.96	0.00	2,317.96
			Check Amount	2,317.96

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
36958	03/06/2014	1206	COUNTY OF LOS ANGELES IND WAST	1,734.45	1,734.45
		Printed	INSPECTION-IND WASTE/SEWERS	0.00	

Ref#	GL Number	Gross	Discount	Amount
24851	001-4212-6752.000	1,734.45	0.00	1,734.45
			Check Amount	1,734.45

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
36959	03/06/2014	10089	COVARRUBIAS MARCO	144.00	144.00
		Printed	REIMBURSEMENT CITATIONS:	0.00	

Ref#	GL Number	Gross	Discount	Amount
24864	001-0000-4225.000	144.00	0.00	144.00
			Check Amount	144.00

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
36960	03/06/2014	10005	DAPEER, ROSENBLIT & LITVAK,	560.46	560.46
		Printed	MUNICIPAL CODE ENFORCEMENT	0.00	

Ref#	GL Number	Gross	Discount	Amount
24852	510-4230-6755.000	560.46	0.00	560.46
			Check Amount	560.46

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
36961	03/06/2014	10092	DELGADILLO FRANCISCA	40.00	40.00
		Printed	TABLE CLOTHS SENIOR EVENT 2/14	0.00	

Ref#	GL Number	Gross	Discount	Amount
24861	001-4365-6145.000	40.00	0.00	40.00
			Check Amount	40.00

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
36962	03/06/2014	10090	FLORES GREGORIA	45.00	45.00
		Printed	REIMBURSEMENT CITATION C069231	0.00	

Ref#	GL Number	Gross	Discount	Amount
24863	001-0000-4225.000	45.00	0.00	45.00
			Check Amount	45.00

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
36963	03/06/2014	10086	GARCIA HENRY	6,538.40	6,538.40
		Printed	MANAGEMENT SERVICES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24834	001-4011-5100.000	6,538.40	0.00	6,538.40
			Check Amount	6,538.40

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
36964	03/06/2014	2724	HOME DEPOT CREDIT SERVICES	1,055.49	1,055.49
		Printed	HARDWARE & SUPPLIES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24831	001-4410-6140.000	305.61	0.00	305.61
24831	001-4410-6010.000	420.88	0.00	420.88
24831	001-4410-6080.000	10.77	0.00	10.77
24831	001-4025-6015.000	72.69	0.00	72.69
24831	001-4025-6010.000	182.35	0.00	182.35
24831	201-4425-6150.000	63.19	0.00	63.19
			Check Amount	1,055.49

36965	03/06/2014	0042	HUNTINGTON PARK RUBBER STAMP	35.57	35.57
		Printed	NAME TAGS FOR COUNCIL	0.00	

Ref#	GL Number	Gross	Discount	Amount
24847	001-4001-6085.000	35.57	0.00	35.57
			Check Amount	35.57

36966	03/06/2014	2378	ITL, INC.	1,462.07	1,462.07
		Printed	FUEL	0.00	

Ref#	GL Number	Gross	Discount	Amount
24827	510-4230-6040.000	54.20	0.00	54.20
24827	001-4530-6040.000	390.60	0.00	390.60
24827	201-4425-6040.000	317.17	0.00	317.17
24828	001-4410-6040.000	373.27	0.00	373.27
24828	201-4425-6040.000	98.10	0.00	98.10
24828	001-4530-6040.000	228.73	0.00	228.73
			Check Amount	1,462.07

36967	03/06/2014	9668	KONICA MINOLTA BUSINESS	236.38	236.38
		Printed	COPIER LEASE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24841	001-4020-6323.000	236.38	0.00	236.38
			Check Amount	236.38

36968	03/06/2014	0197	LA COUNTY SHERIFF'S DEPARTMENT	290,563.16	290,563.16
		Printed	LAW ENFORCEMENT DECEMBER 2013	0.00	

Ref#	GL Number	Gross	Discount	Amount
24829	001-4501-6763.000	290,563.16	0.00	290,563.16
			Check Amount	290,563.16

36969	03/06/2014	5004-1	LEGISLATIVE ADVOCACY GROUP INC	2,000.00	2,000.00
		Printed	LEGISLATIVE SERVICES JANUARY	0.00	

Ref#	GL Number	Gross	Discount	Amount
24830	001-4001-6753.000	2,000.00	0.00	2,000.00
			Check Amount	2,000.00

36970	03/06/2014	1338-1	METROPOLITAN TRANSPORTATION	3,858.00	3,858.00
		Printed	TAP JANUARY 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
24857	251-4760-6550.000	3,858.00	0.00	3,858.00
			Check Amount	3,858.00

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
36971	03/06/2014	7014	NATIONWIDE ENVIRONMENTAL	9,045.49	9,045.49
		Printed	STREET & PARK SWEEPING FEBRUAR	0.00	

Ref#	GL Number	Gross	Discount	Amount
24858	201-4425-6778.000	9,045.49	0.00	9,045.49
			Check Amount	9,045.49

36972	03/06/2014	10081	NEOFUNDS BY NEOPOST	415.71	415.71
		Printed	POSTAGE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24839	001-4020-6385.000	415.71	0.00	415.71
			Check Amount	415.71

36973	03/06/2014	5144	NEXTEL COMMUNICATIONS	823.81	823.81
		Printed	CELLULAR SERVICES - JANUARY	0.00	

Ref#	GL Number	Gross	Discount	Amount
24854	001-4501-6390.000	110.10	0.00	110.10
24854	201-4425-6390.000	175.91	0.00	175.91
24854	001-4410-6390.000	241.83	0.00	241.83
24854	001-4350-6390.000	108.93	0.00	108.93
24854	001-4530-6390.000	187.04	0.00	187.04
			Check Amount	823.81

36974	03/06/2014	1978	OFFICE DEPOT BUSINESS	180.93	180.93
		Printed	TONER CITY CLERK'S PRINTER	0.00	

Ref#	GL Number	Gross	Discount	Amount
24835	001-4008-6080.000	180.93	0.00	180.93
			Check Amount	180.93

36975	03/06/2014	9970	OLIVAREZ MADRUGA, P.C.	27,495.24	27,495.24
		Printed	LEGAL SERVICES DECEMBER 2013	0.00	

Ref#	GL Number	Gross	Discount	Amount
24824	001-4005-6755.000	27,495.24	0.00	27,495.24
			Check Amount	27,495.24

36976	03/06/2014	9717	PCAM, LLC	14,796.80	14,796.80
		Printed	SHUTTLE SERVICE JANUARY 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
24843	251-4740-6780.000	14,796.80	0.00	14,796.80
			Check Amount	14,796.80

36977	03/06/2014	0095	PETTY CASH	462.71	462.71
		Printed	REIMBURSEMENT PETTY CASH	0.00	

Ref#	GL Number	Gross	Discount	Amount
24832	001-4212-6315.000	84.00	0.00	84.00
24832	001-4350-6210.000	99.24	0.00	99.24
24832	001-4025-6010.000	11.80	0.00	11.80
24832	001-4025-6375.000	10.22	0.00	10.22
24832	201-4425-6150.000	8.70	0.00	8.70
24832	001-4310-6585.000	78.61	0.00	78.61
24832	001-4530-6080.000	1.00	0.00	1.00
24832	001-4410-6140.000	119.83	0.00	119.83
24832	201-4425-6394.000	49.31	0.00	49.31

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
			Check Amount	462.71	
36978	03/06/2014	5537	PSI PRINTING SYSTEM INC.	313.15	313.15
		Printed	ACCOUNTS PAYABLE CHECKS	0.00	

Ref#	GL Number	Gross	Discount	Amount
24846	001-4155-6080.000	313.15	0.00	313.15
			Check Amount	313.15

36979	03/06/2014	2802	SAM'S CLUB	730.49	730.49
		Printed	SNACK BAR SALES; CITY PURCHASE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24848	710-6010-6013.000	477.06	0.00	477.06
24848	001-4020-6080.000	94.17	0.00	94.17
24848	001-4020-6080.000	21.98	0.00	21.98
24848	201-4425-6750.000	21.98	0.00	21.98
24848	001-4020-6060.000	29.74	0.00	29.74
24848	001-4001-6720.000	85.56	0.00	85.56
			Check Amount	730.49

36980	03/06/2014	10091	SOSA JULIO CESAR	60.00	60.00
		Printed	REIMBURSEMENT CITATION C068560	0.00	

Ref#	GL Number	Gross	Discount	Amount
24862	001-0000-4225.000	60.00	0.00	60.00
			Check Amount	60.00

36981	03/06/2014	0070	SOUTHERN CALIFORNIA EDISON	6,426.50	6,426.50
		Printed	ELECTRICITY BILL	0.00	

Ref#	GL Number	Gross	Discount	Amount
24850	201-4420-6318.000	1,051.61	0.00	1,051.61
24850	350-4430-6318.000	95.19	0.00	95.19
24850	001-4410-6318.000	1,839.73	0.00	1,839.73
24850	001-4020-6318.000	3,439.97	0.00	3,439.97
			Check Amount	6,426.50

36982	03/06/2014	10088	STATE CONTROLLER'S OFFICE	100.00	100.00
		Printed	CONFIRMATION OF ANNUAL AUDIT	0.00	

Ref#	GL Number	Gross	Discount	Amount
24833	001-4151-6710.000	100.00	0.00	100.00
			Check Amount	100.00

36983	03/06/2014	9626	THE BANCORP BANK	1,211.96	1,211.96
		Printed	2012 FORD FUSION HYBRID	0.00	

Ref#	GL Number	Gross	Discount	Amount
24838	257-4780-6990.000	1,211.96	0.00	1,211.96
			Check Amount	1,211.96

36984	03/06/2014	0071	THE GAS COMPANY	287.68	287.68
		Printed	GAS CHARGES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24836	001-4410-6380.000	177.94	0.00	177.94
24837	001-4410-6380.000	70.35	0.00	70.35
24840	001-4020-6380.000	39.39	0.00	39.39

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
			Check Amount	287.68	
36985	03/06/2014	10094	W.R. SMITH, INC.	163.75	163.75
		Printed	REPAIR ICE MACHINE LOCATED	0.00	

Ref#	GL Number	Gross	Discount	Amount
24859	001-4410-6770.000	163.75	0.00	163.75
			Check Amount	163.75

36986	03/18/2014	4550	235- PRAXAIR DISTRIBUTION INC.	41.08	41.08
		Printed	CYLINDER RENTAL	0.00	

Ref#	GL Number	Gross	Discount	Amount
24876	201-4425-6150.000	41.08	0.00	41.08
			Check Amount	41.08

36987	03/18/2014	1778	ALL CITY MANAGEMENT	862.20	862.20
		Printed	CROSSING GUARD FEB 2 - 15 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
24875	001-4520-6730.000	862.20	0.00	862.20
			Check Amount	862.20

36988	03/18/2014	9965	ALLEN MICHAEL	135.00	135.00
		Printed	PER-DIEM PLANNING COM ACADEMY	0.00	

Ref#	GL Number	Gross	Discount	Amount
24908	001-4210-6391.000	135.00	0.00	135.00
			Check Amount	135.00

36989	03/18/2014	7995	AMERICAN CITY PEST CONTROL	484.00	484.00
		Printed	PEST CONTROL SERVICES FEBRUARY	0.00	

Ref#	GL Number	Gross	Discount	Amount
24900	001-4025-6758.000	101.00	0.00	101.00
24901	001-4025-6758.000	101.00	0.00	101.00
24902	001-4025-6758.000	117.00	0.00	117.00
24903	001-4025-6758.000	101.00	0.00	101.00
24904	001-4025-6758.000	64.00	0.00	64.00
			Check Amount	484.00

36990	03/18/2014	9966	AT & T LONG DISTANCE SERVICE	276.38	276.38
		Printed	LONG DISTANCE CHARGES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24892	001-4350-6390.000	40.81	0.00	40.81
24892	510-4635-6390.000	88.50	0.00	88.50
24892	001-4020-6390.000	147.07	0.00	147.07
			Check Amount	276.38

36991	03/18/2014	0552	BELL PLUMBING & HEATING	792.84	792.84
		Printed	PLUMBING SERVICES CLARA PARK	0.00	

Ref#	GL Number	Gross	Discount	Amount
24898	001-4025-6765.000	611.57	0.00	611.57
24899	001-4025-6765.000	181.27	0.00	181.27
			Check Amount	792.84

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
36992	03/18/2014	10010	C & L ACCOUNTANCY CORPORATION	250.00	250.00
		Printed	CUDAHY YOUTH FOUNDATION TAXES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24896	710-6010-6720.000	250.00	0.00	250.00
			Check Amount	250.00

36993	03/18/2014	10093	CARE FOR THE CHILDREN	1,950.40	1,950.40
		Printed	CITYWIDE HOUSE NUMBER PAINTING	0.00	

Ref#	GL Number	Gross	Discount	Amount
24890	201-7016-6725.000	1,950.40	0.00	1,950.40
			Check Amount	1,950.40

36994	03/18/2014	5290	CUEVAS GILBERT	135.00	135.00
		Printed	PER-DIEM PLANNING COM ACADEMY	0.00	

Ref#	GL Number	Gross	Discount	Amount
24909	001-4210-6391.000	135.00	0.00	135.00
			Check Amount	135.00

36995	03/18/2014	9998	DOWNEY SIGN & LIGHTING	465.56	465.56
		Printed	REPLACED PHOTO CELL; LAMPS	0.00	

Ref#	GL Number	Gross	Discount	Amount
24870	350-4430-6775.000	465.56	0.00	465.56
			Check Amount	465.56

36996	03/18/2014	10018	ESTRADA HILDA	1,600.00	1,600.00
		Printed	INTERPRETER/TRANSLATOR	0.00	

Ref#	GL Number	Gross	Discount	Amount
24879	001-4001-6720.000	1,600.00	0.00	1,600.00
			Check Amount	1,600.00

36997	03/18/2014	0569	FEDERAL EXPRESS SERVICES	34.28	34.28
		Printed	FED EX EXPRESS SHIPMENT	0.00	

Ref#	GL Number	Gross	Discount	Amount
24883	001-4020-6385.000	34.28	0.00	34.28
			Check Amount	34.28

36998	03/18/2014	9983	FIESTA TAXI COOPERATIVE, INC.	6,190.16	6,190.16
		Printed	DIAL A RIDE SERVICES JANUARY	0.00	

Ref#	GL Number	Gross	Discount	Amount
24887	252-4750-6780.000	2,942.11	0.00	2,942.11
24888	252-4750-6780.000	3,248.05	0.00	3,248.05
			Check Amount	6,190.16

36999	03/18/2014	6087	FIRST AMERICAN DATA TREE	99.00	99.00
		Printed	SERVICE RENDERED FEBRUARY	0.00	

Ref#	GL Number	Gross	Discount	Amount
24871	001-4210-6720.000	49.50	0.00	49.50
24871	001-4215-6386.000	49.50	0.00	49.50
			Check Amount	99.00

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37000	03/18/2014	10097	FUENTES MARTIN	135.00	135.00
		Printed	PER-DIEM PLANNING COM ACADEMY	0.00	

Ref#	GL Number	Gross	Discount	Amount
24910	001-4210-6391.000	135.00	0.00	135.00
			Check Amount	135.00

37001	03/18/2014	10086	GARCIA HENRY	6,538.40	6,538.40
		Printed	CITY MANAGER SERVICES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24885	001-4011-5100.000	6,538.40	0.00	6,538.40
			Check Amount	6,538.40

37002	03/18/2014	0126-1	GOLDEN STATE WATER COMPANY	2,319.24	2,319.24
		Printed	WATER SERVICE 5229 CECILIA ST	0.00	

Ref#	GL Number	Gross	Discount	Amount
24868	201-4425-6395.000	31.62	0.00	31.62
24869	001-4410-6395.000	2,287.62	0.00	2,287.62
			Check Amount	2,319.24

37003	03/18/2014	10053	HAULAWAY STORAGE CONTAINERS	74.20	74.20
		Printed	21' STORAGE CONTAINER JANUARY	0.00	

Ref#	GL Number	Gross	Discount	Amount
24907	001-4020-6323.000	74.20	0.00	74.20
			Check Amount	74.20

37004	03/18/2014	2378	ITL, INC.	663.74	663.74
		Printed	FUEL	0.00	

Ref#	GL Number	Gross	Discount	Amount
24895	710-6010-6145.000	47.18	0.00	47.18
24895	001-4410-6040.000	256.43	0.00	256.43
24895	001-4530-6040.000	240.91	0.00	240.91
24895	201-4425-6040.000	119.22	0.00	119.22
			Check Amount	663.74

37005	03/18/2014	4553	J. V. PRINTING	52.68	52.68
		Printed	BUSINESS CARDS COUNCIL	0.00	

Ref#	GL Number	Gross	Discount	Amount
24882	001-4001-6080.000	52.68	0.00	52.68
			Check Amount	52.68

37006	03/18/2014	5710	JADE FAMILY SERVICES	1,908.55	1,908.55
		Printed	PARENTING CLASSES JANUARY 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
24874	510-4643-6720.000	1,908.55	0.00	1,908.55
			Check Amount	1,908.55

37007	03/18/2014	8057	KONICA MINOLTA BUSINESS	383.59	383.59
		Printed	OFFICE EQUIPMENT MAINTENANCE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24897	001-4350-6370.000	209.58	0.00	209.58
24905	001-4020-6370.000	174.01	0.00	174.01

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
			Check Amount	383.59	
37008	03/18/2014	0092-1	LEAGUE OF CALIFORNIA CITIES	10,640.00	10,640.00
		Printed	MEMBERSHIP CALENDAR YEAR 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
24880	001-4015-6310.000	1,125.00	0.00	1,125.00
24884	001-4210-6391.000	1,575.00	0.00	1,575.00
24906	001-4020-6312.000	7,940.00	0.00	7,940.00
			Check Amount	10,640.00

37009	03/18/2014	5072	MARIA SATIAGO VICTOR	120.59	120.59
		Printed	REIMBURSEMENT RECREATION DEPT	0.00	

Ref#	GL Number	Gross	Discount	Amount
24866	001-0000-4995.000	120.59	0.00	120.59
			Check Amount	120.59

37010	03/18/2014	10027	MC GENERAL CONTRACTORS	695.00	695.00
		Printed	SINGLE UNIT REHAB D96166-13	0.00	

Ref#	GL Number	Gross	Discount	Amount
24877	510-4620-6767.000	695.00	0.00	695.00
			Check Amount	695.00

37011	03/18/2014	8247	NETWORK INNOVATION ASSOCIATES	278.00	278.00
		Printed	SATELLITE NETWORK EMERGENCY	0.00	

Ref#	GL Number	Gross	Discount	Amount
24878	268-4220-6993.000	278.00	0.00	278.00
			Check Amount	278.00

37012	03/18/2014	1978	OFFICE DEPOT BUSINESS	127.06	127.06
		Printed	OFFICE SUPPLIES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24881	001-4025-6010.000	47.93	0.00	47.93
24881	001-4020-6080.000	7.37	0.00	7.37
24881	001-4410-6080.000	28.17	0.00	28.17
24881	001-4011-6080.000	43.59	0.00	43.59
			Check Amount	127.06

37013	03/18/2014	9970	OLIVAREZ MADRUGA, P.C.	22,252.50	22,252.50
		Printed	LEGAL SERVICES JANUARY 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
24886	001-4005-6755.000	18,065.00	0.00	18,065.00
24886	610-4930-6755.000	4,187.50	0.00	4,187.50
			Check Amount	22,252.50

37014	03/18/2014	0070	SOUTHERN CALIFORNIA EDISON	6,629.52	6,629.52
		Printed	ELECTRICITY BILL	0.00	

Ref#	GL Number	Gross	Discount	Amount
24891	201-4420-6318.000	61.44	0.00	61.44
24891	350-4430-6318.000	6,253.06	0.00	6,253.06
24891	001-4410-6318.000	315.02	0.00	315.02
			Check Amount	6,629.52

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City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37015	03/18/2014	4612	STITCHES UNIFORMS	3,931.12	3,931.12
		Printed	YOUTH BASKETBALL JERSEYS 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
24867	001-4350-6250.000	3,931.12	0.00	3,931.12
			Check Amount	3,931.12

37016	03/18/2014	10096	THE HOLLIMAN COMPANY	2,090.00	2,090.00
		Printed	CONSULTING SERVICES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24911	001-4151-6720.000	2,090.00	0.00	2,090.00
			Check Amount	2,090.00

37017	03/18/2014	0079	TRACT 180 WATER COMPANY	2,194.54	2,194.54
		Printed	WATER SERVICE JAN 01 - FEB 28	0.00	

Ref#	GL Number	Gross	Discount	Amount
24893	001-4410-6395.000	1,850.94	0.00	1,850.94
24893	001-4020-6395.000	61.60	0.00	61.60
24893	201-4425-6395.000	282.00	0.00	282.00
			Check Amount	2,194.54

37018	03/18/2014	0078	TRACT 349 MUTUAL WATER CO	392.90	392.90
		Printed	WATER SERVICE DEC 15 - FEB 15	0.00	

Ref#	GL Number	Gross	Discount	Amount
24894	201-4425-6395.000	392.90	0.00	392.90
			Check Amount	392.90

37019	03/18/2014	2859	UNDERGROUND SERVICE ALERT-SC	22.50	22.50
		Printed	DIG ALERT TICKETS	0.00	

Ref#	GL Number	Gross	Discount	Amount
24889	201-4425-6735.000	22.50	0.00	22.50
			Check Amount	22.50

37020	03/18/2014	9951	WILLDAN	5,715.00	5,715.00
		Printed	PROFESSIONAL SERVICES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24865	001-4216-6720.000	4,875.00	0.00	4,875.00
24872	001-4216-6720.000	630.00	0.00	630.00
24873	001-4216-6720.000	210.00	0.00	210.00
			Check Amount	5,715.00

37021	03/27/2014	0001	AAA BURGLAR ALARM CO,	1,471.00	1,471.00
		Printed	QUARTERLY ALARM MONITOR	0.00	

Ref#	GL Number	Gross	Discount	Amount
24959	001-4025-6700.000	1,471.00	0.00	1,471.00
			Check Amount	1,471.00

37022	03/27/2014	1778	ALL CITY MANAGEMENT	3,276.36	3,276.36
		Printed	CROSSING GUARD FEB 16 - MAR 1	0.00	

Ref#	GL Number	Gross	Discount	Amount
24946	001-4520-6730.000	1,724.40	0.00	1,724.40
24956	001-4520-6730.000	1,551.96	0.00	1,551.96

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BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
			Check Amount	3,276.36	
37023	03/27/2014	7995	AMERICAN CITY PEST CONTROL	484.00	484.00
		Printed	PEST CONTROL SERV MARCH 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
24961	001-4025-6758.000	101.00	0.00	101.00
24962	001-4025-6758.000	101.00	0.00	101.00
24963	001-4025-6758.000	117.00	0.00	117.00
24964	001-4025-6758.000	101.00	0.00	101.00
24965	001-4025-6758.000	64.00	0.00	64.00
			Check Amount	484.00

37024	03/27/2014	9966	AT & T LONG DISTANCE SERVICE	216.64	216.64
		Printed	LONG DISTANCE PHONE CHARGES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24920	001-4025-6390.000	81.27	0.00	81.27
24920	201-4425-6390.000	37.98	0.00	37.98
24920	510-4635-6390.000	44.25	0.00	44.25
24920	001-4020-6390.000	53.14	0.00	53.14
			Check Amount	216.64

37025	03/27/2014	8021	AT & T MOBILITY	323.74	323.74
		Printed	CELLULAR SERVICES FEB 7-MAR 6	0.00	

Ref#	GL Number	Gross	Discount	Amount
24947	001-4210-6390.000	76.35	0.00	76.35
24947	510-4230-6390.000	62.61	0.00	62.61
24947	001-4151-6390.000	49.21	0.00	49.21
24947	001-4301-6390.000	49.21	0.00	49.21
24947	001-4020-6390.000	27.16	0.00	27.16
24947	001-4018-6390.000	59.20	0.00	59.20
			Check Amount	323.74

37026	03/27/2014	0057-2	AT & T PHONE SERVICE	2,211.28	2,211.28
		Printed	LAND LINE & INTERNET CHARGES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24945	001-4025-6390.000	1,312.51	0.00	1,312.51
24945	201-4425-6390.000	54.62	0.00	54.62
24945	001-4501-6390.000	290.30	0.00	290.30
24945	001-4020-6390.000	116.36	0.00	116.36
24945	001-4350-6390.000	437.49	0.00	437.49
			Check Amount	2,211.28

37027	03/27/2014	8397	BASHFORD ENTERPRISES	2,702.00	2,702.00
		Printed	SINGLE HOUSING REHAB 10% RET	0.00	

Ref#	GL Number	Gross	Discount	Amount
24912	510-4620-6767.000	1,040.40	0.00	1,040.40
24913	510-4620-6767.000	377.50	0.00	377.50
24914	510-4620-6767.000	1,284.10	0.00	1,284.10
			Check Amount	2,702.00

37028	03/27/2014	10078	BEARCOM WIRELESS WORLDWIDE	120.00	120.00
		Printed	TUNED DUPLEXER PROGRAMMED	0.00	

Ref#	GL Number	Gross	Discount	Amount

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	24944	001-4410-6770.000	40.00	0.00	40.00
	24944	001-4530-6993.000	40.00	0.00	40.00
	24944	201-4425-6770.000	40.00	0.00	40.00
				Check Amount	120.00
37029	03/27/2014	5573	BEN'S AIRLESS	148.86	148.86
		Printed	SERVICED GRAFFITI MACHINE	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	24949	201-4425-6770.000	148.86	0.00	148.86
				Check Amount	148.86
37030	03/27/2014	7019	BUSINESS CARD	2,121.57	2,121.57
		Printed	CREDIT CARD PAYMENT RI	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	24933	001-4020-6080.000	169.98	0.00	169.98
	24933	001-4502-6520.000	166.14	0.00	166.14
	24933	001-4502-6145.000	119.26	0.00	119.26
	24933	001-4151-6392.000	400.00	0.00	400.00
	24933	001-4151-6391.000	435.10	0.00	435.10
	24933	201-4425-6392.000	217.00	0.00	217.00
	24933	001-4011-6970.000	274.99	0.00	274.99
	24933	001-4011-6392.000	150.00	0.00	150.00
	24933	001-4410-6392.000	128.00	0.00	128.00
	24933	001-4410-6140.000	61.10	0.00	61.10
				Check Amount	2,121.57
37031	03/27/2014	8399	CABRERA JESSE	409.00	409.00
		Printed	UMPIRE	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	24928	001-4350-6590.000	409.00	0.00	409.00
				Check Amount	409.00
37032	03/27/2014	10098	CABRERA JR. JESSE	118.00	118.00
		Printed	UMPIRE	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	24931	001-4350-6590.000	118.00	0.00	118.00
				Check Amount	118.00
37033	03/27/2014	4546	CENTRAL BASIN MUNICIPAL WATER	66.96	66.96
		Printed	RECYCLE WATER SERVICE JANUARY	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	24943	001-4410-6395.000	66.96	0.00	66.96
				Check Amount	66.96
37034	03/27/2014	0136	CITY OF SOUTH GATE	75.00	75.00
		Printed	SIGNAL MAINTENANCE MARCH 2014	0.00	
	Ref#	GL Number	Gross	Discount	Amount
	24971	201-4420-6771.000	75.00	0.00	75.00
				Check Amount	75.00
37035	03/27/2014	6096	CLEAN SOURCE INC	3,044.03	3,044.03
		Printed	CUSTODIAL SUPPLIES	0.00	
	Ref#	GL Number	Gross	Discount	Amount

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
	24924	001-4025-6015.000	2,795.80	0.00	2,795.80
	24942	001-4025-6015.000	248.23	0.00	248.23
				Check Amount	3,044.03
37036	03/27/2014	2289	CONSOLIDATED DISPOSAL	14,270.16	14,270.16
		Printed	REFUSE ASSESSMENT FEBRUARY	0.00	

Ref#	GL Number	Gross	Discount	Amount
24934	730-0000-2007.000	14,270.16	0.00	14,270.16
			Check Amount	14,270.16

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37037	03/27/2014	9561	COST RECOVERY SYSTEMS	2,550.00	2,550.00
		Printed	STATE MANDATE CLAIM FY 12/13	0.00	

Ref#	GL Number	Gross	Discount	Amount
24916	001-4008-6720.000	2,550.00	0.00	2,550.00
			Check Amount	2,550.00

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37038	03/27/2014	0186	COUNTY OF LOS ANGELES	10,616.79	10,616.79
		Printed	ANIMAL CARE & CONTROL FEBRUARY	0.00	

Ref#	GL Number	Gross	Discount	Amount
24966	001-4510-6703.000	10,616.79	0.00	10,616.79
			Check Amount	10,616.79

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37039	03/27/2014	1206	COUNTY OF LOS ANGELES IND WAST	1,049.41	1,049.41
		Printed	INSPECTION-IND WASTE/SEWERS	0.00	

Ref#	GL Number	Gross	Discount	Amount
24960	001-4212-6752.000	1,049.41	0.00	1,049.41
			Check Amount	1,049.41

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37040	03/27/2014	2167	DAILY BREEZE PRESS TELEGRAM	837.74	837.74
		Printed	PUBLICATIONS PUBLIC NOTICE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24970	001-4008-6310.000	837.74	0.00	837.74
			Check Amount	837.74

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37041	03/27/2014	8116	DE SANTIAGO ALEX	108.00	108.00
		Printed	UMPIRE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24932	001-4350-6590.000	108.00	0.00	108.00
			Check Amount	108.00

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37042	03/27/2014	5741	DEPARTMENT OF JUSTICE	343.00	343.00
		Printed	FINGER PRINT SERVICE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24936	001-4015-6320.000	343.00	0.00	343.00
			Check Amount	343.00

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37043	03/27/2014	10018	ESTRADA HILDA	800.00	800.00
		Printed	INTERPRETER/TRANSLATION	0.00	

Ref#	GL Number	Gross	Discount	Amount
24937	001-4001-6720.000	800.00	0.00	800.00
			Check Amount	800.00

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37044	03/27/2014	9543	GALARZA CARLOS A	34.00	34.00
		Printed	UMPIRE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24927	001-4350-6590.000	34.00	0.00	34.00
			Check Amount	34.00

37045	03/27/2014	5139	GAONA CHUCK III	151.00	151.00
		Printed	UMPIRE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24929	001-4350-6590.000	151.00	0.00	151.00
			Check Amount	151.00

37046	03/27/2014	9723	IT SYSTEMHOUSE, INC.	3,200.00	3,200.00
		Printed	IT DEPARTMENT MONTHLY FEE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24922	001-4020-6720.000	3,200.00	0.00	3,200.00
			Check Amount	3,200.00

37047	03/27/2014	2378	ITL, INC.	2,465.96	2,465.96
		Printed	FUEL	0.00	

Ref#	GL Number	Gross	Discount	Amount
24951	001-4410-6040.000	321.93	0.00	321.93
24951	001-4530-6040.000	267.31	0.00	267.31
24951	201-4425-6040.000	148.10	0.00	148.10
24952	510-4230-6040.000	55.90	0.00	55.90
24952	001-4020-6040.000	58.89	0.00	58.89
24952	001-4410-6040.000	540.30	0.00	540.30
24952	001-4530-6040.000	320.19	0.00	320.19
24952	201-4425-6040.000	153.90	0.00	153.90
24953	001-4410-6040.000	261.94	0.00	261.94
24953	001-4530-6040.000	279.01	0.00	279.01
24953	201-4425-6040.000	58.49	0.00	58.49
			Check Amount	2,465.96

37048	03/27/2014	0197	LA COUNTY SHERIFF'S DEPARTMENT	290,563.16	290,563.16
		Printed	LAW ENFORCEMENT JANUARY 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
24923	001-4501-6763.000	290,563.16	0.00	290,563.16
			Check Amount	290,563.16

37049	03/27/2014	1338-1	METROPOLITAN TRANSPORTATION	3,559.00	3,559.00
		Printed	TAP FEBRUARY 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
24948	251-4760-6550.000	3,559.00	0.00	3,559.00
			Check Amount	3,559.00

37050	03/27/2014	9680	MORENO MARK	36.00	36.00
		Printed	UMPIRE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24926	001-4350-6590.000	36.00	0.00	36.00
			Check Amount	36.00

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37051	03/27/2014	9681	MORENO YAID	380.00	380.00
		Printed	UMPIRE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24930	001-4350-6590.000	380.00	0.00	380.00
			Check Amount	380.00

37052	03/27/2014	8247	NETWORK INNOVATION ASSOCIATES	278.00	278.00
		Printed	SATELLITE NETWORK APRIL 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
24955	268-4220-6993.000	278.00	0.00	278.00
			Check Amount	278.00

37053	03/27/2014	5144	NEXTEL COMMUNICATIONS	827.19	827.19
		Printed	CELLULAR SERVICE FEB 15-MAR 14	0.00	

Ref#	GL Number	Gross	Discount	Amount
24954	001-4501-6390.000	110.10	0.00	110.10
24954	201-4425-6390.000	176.09	0.00	176.09
24954	001-4410-6390.000	243.03	0.00	243.03
24954	001-4350-6390.000	109.93	0.00	109.93
24954	001-4530-6390.000	188.04	0.00	188.04
			Check Amount	827.19

37054	03/27/2014	8219	NORTHGATE SUPER MARKET	2,730.50	2,730.50
		Printed	FOOD DISTRIBUTION FEBRUARY2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
24921	510-4642-6145.000	2,730.50	0.00	2,730.50
			Check Amount	2,730.50

37055	03/27/2014	9717	PCAM, LLC	13,107.20	13,107.20
		Printed	SHUTTLE SERVICE FEBRUARY 2014	0.00	

Ref#	GL Number	Gross	Discount	Amount
24957	251-4740-6780.000	13,107.20	0.00	13,107.20
			Check Amount	13,107.20

37056	03/27/2014	10095	PSR ENVIRONMENTAL	1,000.00	1,000.00
		Printed	ASBESTOS AIR SAMPLING/MICROBIA	0.00	

Ref#	GL Number	Gross	Discount	Amount
24958	001-4210-6720.000	1,000.00	0.00	1,000.00
			Check Amount	1,000.00

37057	03/27/2014	2802	SAM'S CLUB	607.68	607.68
		Printed	CONCESSION STAND SUPPLIES	0.00	

Ref#	GL Number	Gross	Discount	Amount
24915	710-6010-6013.000	30.88	0.00	30.88
24915	001-4001-6720.000	60.14	0.00	60.14
24915	001-4502-6520.000	74.98	0.00	74.98
24915	001-4020-6060.000	10.09	0.00	10.09
24915	001-4365-6145.000	76.86	0.00	76.86
24915	710-6010-6013.000	354.73	0.00	354.73
			Check Amount	607.68

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
37058	03/27/2014	0069-2	SIEMENS INDUSTRY, INC.	674.61	674.61
		Printed	SIGNAL MAINTENANCE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24950	350-4430-6775.000	674.61	0.00	674.61
			Check Amount	674.61

37059	03/27/2014	9752	SONNENBERG & COMPANY, CPA	8,500.00	8,500.00
		Printed	AUDITED FINANCIAL STATEMENT	0.00	

Ref#	GL Number	Gross	Discount	Amount
24917	001-4151-6710.000	8,500.00	0.00	8,500.00
			Check Amount	8,500.00

37060	03/27/2014	5489	SOURCE ONE	107.55	107.55
		Printed	COPIER PAPER	0.00	

Ref#	GL Number	Gross	Discount	Amount
24941	001-4020-6080.000	71.70	0.00	71.70
24941	001-4350-6080.000	35.85	0.00	35.85
			Check Amount	107.55

37061	03/27/2014	0070	SOUTHERN CALIFORNIA EDISON	3,127.15	3,127.15
		Printed	ELECTRICITY BILL	0.00	

Ref#	GL Number	Gross	Discount	Amount
24919	201-4420-6318.000	114.26	0.00	114.26
24919	001-4410-6318.000	3,012.89	0.00	3,012.89
			Check Amount	3,127.15

37062	03/27/2014	9626	THE BANCORP BANK	1,154.24	1,154.24
		Printed	2012 FORD FUSION HYDRID 2 VEH	0.00	

Ref#	GL Number	Gross	Discount	Amount
24938	257-4780-6990.000	1,154.24	0.00	1,154.24
			Check Amount	1,154.24

37063	03/27/2014	0071	THE GAS COMPANY	203.98	203.98
		Printed	GAS CHARGES 4835 CLARA STR	0.00	

Ref#	GL Number	Gross	Discount	Amount
24967	001-4410-6380.000	88.71	0.00	88.71
24968	001-4020-6380.000	39.86	0.00	39.86
24969	001-4410-6380.000	75.41	0.00	75.41
			Check Amount	203.98

37064	03/27/2014	7015	THE UPS STORE #5461	571.00	571.00
		Printed	LIVE SCAN FOR CITY VOLUNTEERS	0.00	

Ref#	GL Number	Gross	Discount	Amount
24939	001-4015-6320.000	100.00	0.00	100.00
24940	001-4015-6320.000	471.00	0.00	471.00
			Check Amount	571.00

37065	03/27/2014	10099	TRUJILLO VICTOR	142.00	142.00
		Printed	UMPIRE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24935	001-4350-6590.000	142.00	0.00	142.00

Check Register Report

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date / Void/Stop Date	Vendor# / Status	Vendor Name / Check Description	Gross / Discount	Amount
			Check Amount	142.00	
37066	03/27/2014	8066	TYLER TECHNOLOGIES	5,812.15	5,812.15
		Printed	FUND BALANCE NETWORK	0.00	

Ref#	GL Number	Gross	Discount	Amount
24918	001-4020-6720.000	5,812.15	0.00	5,812.15

			Check Amount	5,812.15	
37067	03/27/2014	9542	ZARAGOZA SERGIO	121.00	121.00
		Printed	UMPIRE	0.00	

Ref#	GL Number	Gross	Discount	Amount
24925	001-4350-6590.000	121.00	0.00	121.00

		Check Amount	121.00

Total Checks:	**120**	**Bank Total(excluding void checks):**	**867,999.21**
Total Checks:	**120**	**Grand Total(excluding void checks):**	**867,999.21**

10B

AGENDA REPORT

MEETING DATE:	May 20, 2014
TO:	Honorable Mayor and Members of the City Council
THROUGH:	Finance
FROM:	Steven Dobrenen
TITLE:	**LOCAL AGENCY INVESTMENT FUND for the Month of March, 2014**

RECOMMENDATION:

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

LOCAL AGENCY INVESTMENT FUND

General Account - City #98-19-225

Beginning Balance as of:	**March 01, 2014**	**$5,703,624.83**
Ending Balance as of	**March 31, 2014**	**$5,703,624.83**

10C

CITY OF CUDAHY

Cash and Investment Report March, 2014

		February, 2014	Receipts	Disbursements	March, 2014
001	General Fund	3,716,829.38	470,544.03	888,229.27	3,299,144.14
040	Drug Assets Seizure Fund	49,878.17	104.50		49,982.67
201	State Gas Tax	815,264.13	58,381.37	34,016.57	839,628.93
240	Prop 1 B - Local Street Improv.	464,077.66			464,077.66
251	Prop C	93,271.62	33,979.14	37,092.08	90,158.68
252	Prop A	639,503.08	38,291.41	7,940.70	669,853.79
253	Measure R	294,332.44	23,960.30	5,967.98	312,324.76
255	TDA	407.45			407.45
257	AQMD	19,823.09	6,685.80	2,849.10	23,659.79
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	84,919.82	15,096.39		100,016.21
300	CAL Home	128,011.12			128,011.12
350	Street Lighting fund	64,489.88		7,504.58	56,985.30
490	CRA Capital Project Fund	(2,803.08)			(2,803.08)
510	CDBG	(63,321.54)	95,651.00	41,054.57	(8,725.11)
610	Successor Agency	1,818,536.70		917,866.61	900,670.09
710	Youth Foundation	69,250.39	1,830.00	1,572.95	69,507.44
730	Refuse Assessment	14,361.28		14,472.43	(111.15)
		8,234,349.83	744,523.94	1,958,566.84	7,020,306.93
	LAIF- CITY	5,703,624.83			5,703,624.83
	Wells Fargo	2,530,725.06	744,523.94	1,958,566.84	1,316,682.16
	TOTAL	8,234,349.89	744,523.94	1,958,566.84	7,020,306.99

Total cash disbursements per March Demand and Payroll Reports	
AP disbursements	867,999.21
Payroll - March 6, 2014	106,375.66
Payroll - March 20, 2014	71,019.89
Add: Successor Agency - ROPS distributions	701,392.52
Add: Successor Agency - Adm fee reimbursement to the City	210,000.00
Add: Total Bank charges in March, 2014	942.50
Add: Misc charges paid by credit card	837.06
Total Cash Disbursements per March Cash & Investment Report	1,958,566.84

10D

MINUTES
CUDAHY CITY COUNCIL
CITY OF CUDAHY AS SUCCESSOR AGENCY TO THE CUDAHY DEVELOPMENT COMMISSION
A Special Meeting held in the City Council Chambers
5240 Santa Ana Street, Cudahy, California 90201
Tuesday – April 29, 2014 – 6:00 P.M.

1. CALL TO ORDER

Mayor/Chair Garcia called the meeting to order at 6:02 P.M.

2. ROLL CALL

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

3. PUBLIC COMMENT

Interested parties were invited to address Council at this time on agenda items only.

Sandra Orozco spoke regarding Agenda Item No. 4A and inquired as to the reported illegality of the previous transfer of Redevelopment Agency assets. She also requested the City Council keep fallen police officer Albert "Rusty" Rusas in their prayers and submitted a prayer card from the funeral for the record.

There being no others wishing to address Council, Mayor Guerrero closed the public comments portion of the meeting.

CITY COUNCIL COMMENTS

Council/Agency Member Guerrero noted he would reserve his comments for the Closed Session Item.

Council/Agency Member Oliva requested that the Mayor to help with the distribution of the Cinco de Mayo festivities flyer at local businesses.

Mayor/Chair Garcia expressed concerns with the recent State Controller's report. He also expressed concern with the potential of losing the opportunity to revitalize Atlantic Boulevard.

4. BUSINESS SESSION

4A. Approving the execution of a cooperative agreement for advance and reimbursement of administrative, overhead, and other expenses by and between the Successor Agency and the City of Cudahy; and approval of administrative budgets through December 31, 2014.

A staff report was given by Steve Dobrenen, Finance Director. He noted that in order for the agreement to be in effect, all three legislative bodies (City Council, Successor Agency, and the Oversight Board) would have to approve the agreement.

Council/Agency Member Oliva inquired as to why the agreement attached with the staff report still referenced the year "2012" and if the current year should be referenced in in the agreement.

Council/Agency Member Sanchez requested information regarding the differences between the first and second agreements.

City Attorney Gondek clarified that the first agreement was not accepted by the California Department of Finance and that they will stop raising objections regarding financing if the appropriate agreement is adopted by the City and the other legislative bodies. He further noted that this agreement will allow the Successor Agency to continue funding its administrative operations going forward.

Finance Director Dobrenen stated that if the administrative funds are not approved to be used for the Successor Agency, the funds will just return to the County. This was affirmed by City Attorney Birrueta.

CLOSED SESSION

City Attorney Birrueta announced that Council will recess into Closed Session to discuss the matters listed below:

5A. 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.

The Council/Agency recessed into Closed Session at 6:21 P.M.

The Council/Agency reconvened into Open Session at 9:43 P.M.

City Attorney Birrueta reported that the Council/Agency met in Closed Session to discuss Item 5A as listed on the Closed Session Agenda. The matter was discussed and direction was given. There was no other reportable action

6. ADJOURNMENT

There being no further business to come before Council, Mayor Garcia adjourned the meeting at 9:45 P.M.

_____
MAYOR

ATTEST:

_____
INTERIM CITY CLERK

10E

MINUTES
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 – May 6, 2014 - 6:30 P.M.

1. CALL TO ORDER

Mayor/Chair Garcia called the meeting to order at 6:33 p.m.

2. ROLL CALL

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

Council/Agency Member Sanchez was noted absent for the record. He arrived at the time the Council recessed to discuss the first Closed Session Item (9E) and remained for the duration of the meeting.

Pledge of Allegiance: Ms. Adriana Cortez, Teresa Hughes Elementary Principal

Invocation: Council/Agency Member Guerrero

Presentations:

- Certificate of Recognition of Maria Barajas (presented by Council/Agency Member Olivas)
- Representatives from Senator Ricardo Lara's Office presenting the Youth Senator's Program.

3. PUBLIC COMMENT

At this time the Mayor/Chair opened public comments for Agenda Item No. 9e only. There were no members of the public who elected to speak at this time. The Mayor/Chair closed public comments on Agenda Item No. 9e.

City Attorney Birrueta announced that the Council/Agency would recess at this time to Closed Session to discuss Agenda Item 9e only. She read the title of the item. The Council/Agency recessed to Closed Session at approximately 6:40 p.m. The Council/Agency reconvened at 7:45 p.m.

Marcos Covarrubias expressed his support for Agenda Items 5a and 5c. In regard to Agenda Item 8a. he was interested in hearing the comments of City Council. He thanked the residents and Council for their participation in Cinco de Mayo. He wished to notify the City Manager that there was homeless sleeping in the corner of the park and that he heard somebody in City Hall authorized them to sleep overnight. The house on Atlantic/Santa Ana needs attention and poses a safety threat.

Nelly Blaeker thanked members of the City Council for the Cinco de Mayo event. She expressed her wishes that the City Council members remain united, the City is small and will not move forward if the elected officials are not united. She inquired regarding the lottery system for home assistance program as she requires fumigation of termites in her home. She thanked members of the City Council for their recent assistance with inspectors.

Patricia Covarrubias spoke in support of 5a, 5c, 7e, and 8a. She inquired regarding her request for financial assistance for mariachis for the Mother's Day celebration. She thanked members of the community who helped find a salon for the ballet rehearsals.

Jose Cortes spoke regarding the Cinco de Mayo festival which the community really enjoyed. He spoke requesting badges or identification for Commissioners to be properly identified when they attend community events. He expressed concerns regarding reports of homeless persons living in the park and the safety impacts on children and the community. He also reported possible drug use occurring. In closing, he requested that the City Council address the substandard level of the bathroom in the park.

William Tejada thanked the City for the Cinco de Mayo events and expressed concerns regarding the homeless persons living in the community and the reports regarding drug use happening the park. He expressed concerns regarding safety impacts including prostitution, drug use, and the increase in crime if this problem is not addressed.

Noemi Preciado spoke regarding the illegal street vendors in the community, especially those who are surrounding the schools. She expressed concerns regarding the potential for these vendors to be selling illegal materials to students and requested the City to address the problem.

Brenda Rodriguez spoke regarding requested that the trailers be brought back to the City. She noted that she does not have anywhere to go. She expressed concerns regarding the new expectations required of trailer owners which were not expected at the time they purchased their trailer.

Maria Rodriguez expressed her concerns regarding the trailers and the new requirements by the State. She expressed the difficulties she has had obtaining information showing that she owns the trailer.

Susie de Santiago expressed concerns regarding receiving timely notification about certain events, including Item No. 7d and the Book Fair. The Cinco de Mayo event was not properly noticed. She noted that the flyer had typographic errors. She expressed concerns regarding Council transparency. In regard to Item 7a, she stated this would adversely affect businesses and residents.

Pamela Mungia spoke regarding her support for the campaign ethics and transparency in the community. She expressed concerns that the trailer issue is being politicized and that this is the responsibility of the trailer park owner.

Carmen Hernandez expressed concerns that fees are not being reduced for tickets. She expressed concerns regarding a Councilmember.

Adelina Garcia spoke in support for the Cinco de Mayo event and expressed concerns regarding the typographical error on the flyer. She also spoke regarding item 8a and supported the reduction in ticket fees and in support of Item 5a.

The Mayor/Chair closed public comments.

CITY COUNCIL COMMENTS

Council/Agency Member Guerrero reported on the Cinco de Mayo event, gang graffiti on the Cudahy Park sign, Cinco de Mayo flyer, Sheriff's Citizen Academy, and the State Controller's audit.

Council/Agency Member Oliva reported on the Cinco de Mayo event, request for the City Manager to have future events on the City marquees, trailer park issue, Sheriff's Program, ballet dancer program, and volunteers at the Cinco de Mayo event.

Council/Agency Member Sanchez reported on the mariachi support request, Cinco de Mayo event, Fourth of July, trailer park issue, and request for study session regarding community issues.

Vice Mayor/Vice Chair Markovich reported on request for agenda item (Resolution to support the expansion of childhood education programs), resolving community issues, Book Fair, and Counsel General's Office of Mexico's donation of books,

There was Council consensus to place an item on the next agenda regarding a proposed Resolution to support the expansion of childhood education program. The proposed Resolution was given to the City Attorney for review.

Mayor/Chair Garcia reported on his attendance at the Homeboy Industries gala, Sheriff's Academy graduates, State Controller's audit, thanked Vice Mayor for his efforts with the State Controller, and the Cinco de Mayo event.

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.*

A motion was made by Guerrero, seconded by Garcia, and carried (5 – 0) to waive full text reading of all Resolutions and Ordinances 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.

AYES:	Guerrero, Oliva, Sanchez, Markovich, Garcia
NOES:	None
ABSENT:	None
ABSTAIN:	None

5. PUBLIC HEARING

5A. A public hearing to consider 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.
(Staff report, Resolution No. 14-20, and Code Cost Analysis attached)

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

Jennifer Hernandez, Human Resources Specialist, provided a staff report.

Council/Agency Member Garcia clarified that the amounts in the proposed resolution would be used to get the projects "up and going" and for example, Requests for Proposals could be issued for specific work. He noted that these projects, such as Lugo Park, economic development, and community projects, are his highest priority.

Council/Agency Member Oliva expressed her support to fix the Lugo Park field. There is a need for a matching amount for certain types of funding (Prop A funding from Gloria Molina's Office) for which she has been advocating. She requested the phrase "Lugo Park restroom rehabilitation" be struck and modify the wording so that other park restrooms, such as the restroom at Santa Ana Park, could also be included for rehabilitation.

Michael Allen, Acting Community Development Director, noted he could get a cost estimate for the rehabilitation of other park restrooms. Ms. Hernandez noted that a specific cost analysis would need to be provided and expressed concerns that spreading the funding too thin could possibly prevent certain projects from being completed. It would be best to leave the project intact as Cudahy Park and identify other sources of funding for specific restrooms.

Council/Agency Member Sanchez and Vice Mayor/Vice Chair Markovich expressed support for the resolution as proposed.

The Mayor/Chair opened the public hearing and public comments.

Marcos Covarrubias expressed his support for the projects mentioned in the resolution and requested the entire funding go towards the rehabilitation of Lugo Park.

Adeline Garcia expressed support for the rehabilitation of Lugo Park.

Triny Barajas expressed support for the rehabilitation of Lugo Park.

Elizabeth Alcantar expressed support for the rehabilitation of Lugo Park.

Noting there were no further individuals who elected to speak, the Mayor/Chair closed the public hearing and public comments.

A motion was made by Oliva, seconded by Sanchez, and carried (4 – 0, 1 abstention) to approve 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, with the condition that City staff look for additional funding for the restroom at Santa Ana Park.

AYES: Oliva, Sanchez, Markovich, Garcia
NOES: None
ABSENT: None
ABSTAIN: Guerrero

5B. A public hearing to consider approval of Zoning 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." **(Staff report, SB2, Letter of Certification, and Ordinance No. 634)**

Recommendation: *Motion to approve Ordinance No. 634 (second reading)*

A staff report was made by Michael Allen, Acting Community Development Director. He noted this was the second reading for approval of the item. A PowerPoint Presentation was displayed. He noted that staff recommended Option No. One.

Council/Agency Member Sanchez inquired as to whether there is interest from anyone opening a shelter. Mr. Allen responded that there has been no interest to date. Council/Agency Member Sanchez inquired as to whether the State could pull the funding.

Council/Agency Member Guerrero inquired as to which zone should be designated for this activity. In response to an inquiry from Council/Agency Member Guerrero regarding the concerns relative to mixed use in the industrial zone, Mr. Allen responded that there was concern regarding the environmental impacts to the homeless shelter residents by living within an industrial zone.

Isabel Birrueta, City Attorney, noted that if there was substantive changes to the Ordinance, they may need to revisit the item at the Planning Commission meeting before the Council could adopt.

Council/Agency Member Guerrero stated that if the industrial zone was the appropriate zone for the shelter, most organizations would find it an unattractive location for establishment. He noted that he does not support a shelter on Atlantic Boulevard as it is the City's "gateway." He is in support of Option Two.

Council/Agency Member Sanchez noted that because of the open space in the commercial district, interested agencies may be interested in the flexibility and availability of additional space.

Mayor/Chair opened the public hearing and public comments on this item.

Joaquin Carrera noted that in the southwest area of the City there are already existing trailers. He requested the Council approve the area near Cecilia.

Elizabeth Alcantar expressed that it would not be pleasant to have the shelter located on Atlantic. She suggested that homeless people tend to be left out of society and it may be detrimental to them to be forced into the industrial area.

Martin Markovich expressed concerns regarding placing the shelter near the Casino. He could not determine where the City would find a vacant lot in the "Patata" area to build a shelter.

The Mayor/Chair closed public comments and the public hearing.

Council/Agency Member Guerrero stated that he felt Atlantic Boulevard should be reserved for commercial development only as it is the gateway into the City. He expressed support for Option Two.

Mayor/Chair Garcia expressed support to have other communities absorb the homeless shelter. Mr. Allen noted that discretionary approval is not required; the agency seeking to establish the shelter would only have to comply with the Municipal Code provisions. However, he did note that if the approved Ordinance is too restrictive, it may not comply with SB 2.

City Attorney Birrueta stated that the proposed Ordinance could contain limitations, however the City should not subject itself to challenges.

In response to an inquiry from Vice Mayor/Vice Chair Markovich, Mr. Allen noted that he does not believe there are eminent domain issues that are applicable. Vice Mayor/Vice Chair Markovich noted that the City's layout is conducive to the restrictions the Council is looking for to be in compliance with the law.

City Attorney Birrueta requested time to review the Ordinance so as to not craft the wording to be so restrictive that the City is not in compliance with State law

In response to an inquiry from Council/Agency Member Sanchez, Mr. Allen affirmed that the shelter is restricted to a fifteen (15) bed maximum. Mr. Allen further noted that the time for the City to be in compliance was the end of March 2014, however, because the Housing Element was adopted on time, the State did provide some flexibility to the City. He will ascertain whether a "drop dead" date has been established.

City Attorney Birrueta recommended the Council/Agency does not take action tonight in order to research an area within the City that is feasible to be compliant with the law. She also affirmed that there was no previous first reading on this item and that it would return for first reading at the next Regular Meeting.

The Council directed staff to continue this item for first reading to the next Regular Meeting to allow the City Attorney and staff to review the Ordinance and also conduct a comparison analysis of Options One and Two as presented in the staff report.

5C. A public hearing to consider introduction of 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.
(Ordinance No. 629 attached)
(Verbal report by Councilmember Guerrero)

Recommendation: *Motion to introduce Ordinance 629 (first reading)*

Mayor/Chair Garcia expressed concerns that the Ordinance as drafted was not in compliance with State law.

City Attorney Birrueta reported there first needs to be a motion and vote by Council on whether this item will be heard tonight before discussion can ensue. City Attorney Birrueta noted that the City Attorney's Office had reviewed the proposed Ordinance and had a redline recommendations copy which they wished to review in light of compliance with State law. She inquired as to why the proposed Ordinance was seeking to have stricter rules, especially in light of the recent federal ruling, and this may subject the City to future legal challenges.

Mayor/Chair Garcia motioned to table the item until research and analysis was completed so as to not expose the City to future liability.

Mayor/Chair Garcia withdrew his motion to table the item.

Council/Agency Member Sanchez stated that the item needs to be in compliance with State law.

Council/Agency Member Oliva affirmed that she is in favor of ethics regulations in regard to transparency and agrees with the City Attorney's suggestions that the Ordinance should be in compliance with State law and properly reviewed. She suggested that Council/Agency Member Guerrero meet with the City Attorney to ensure the item is in compliance with State law.

City Attorney Birrueta reported that Council/Agency Member Guerrero did discuss this item with City Attorney's office and in response; the City Attorney's Office developed a "redline" version of the proposed Ordinance with recommendations. She had the document with her this evening in the event Council wanted to open the public hearing to have a full discussion on the item.

Council/Agency Member Guerrero noted that he did consult with the City Attorney and also obtained an outside legal opinion. He asserted his opinion that there is no legal standard that would preclude this Ordinance from being adopted and there is no financial impact. He did note that there is a First Amendment issue; however, the proposed Ordinance does not limit contributions under the law. It provides limits on Councilmembers and their ability to participate in contract approvals with contributors. It governs behavior and conduct of Councilmembers and candidates for office.

City Attorney Birrueta reported that the item would provide limits for certain campaign contributions.

Council/Agency Member Guerrero stated he would prefer to make a motion to discuss the item, as he has been working diligently on this item and it has already been tabled. He also asserted that, in his opinion, this would not affect the City's liability.

Mayor/Chair Garcia wanted to make sure that the Council/Agency are conducting proper due diligence on the introduction and approval of Ordinances.

Council/Agency Member Oliva stated she would prefer to make a motion to review the item, increase the amount to $250, and limit this item to one year versus two, however, she also commented that she would like the appropriate time to review the redline recommendations

document from the City Attorney's Office. She suggested the redline document be distributed to Council for their review in advance of the next Regular Meeting, and schedule the item for Council/Agency review at the next Regular Meeting.

City Attorney Birrueta suggested to have the redline version attached as part of the staff report and bring the entire item back at the next Regular Meeting. She noted the redline version would be forwarded to Council prior to the next Regular Meeting for their review.

A motion was made by Oliva, seconded by Garcia, and carried (2 – 1, 2 abstentions) to table this item to the next Regular Meeting, to include the redline recommendations document provided by the City Attorney as part of the staff report, and to also provide the redline recommendations document in advance for their review.

AYES: Oliva, Sanchez
NOES: Guerrero
ABSENT: None
ABSTAIN: Markovich, Garcia

5D. A public hearing to consider introduction of 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.
(Ordinance No. 633 attached)
(Verbal report by Councilmember Guerrero)

Recommendation: *Motion to introduce Ordinance 633 (first reading).*

A verbal report was given by Council/Agency Member Guerrero. He expressed concerns with meetings lasting too long on Tuesday and suggested that the second Tuesday meeting of the month be retained, and defer the first meeting of the month to Saturday morning. His idea was to have the Saturday meeting for discussion purposes, where Council would work together in a round table discussion which would be open to the public. He suggested that the discussion would advance the items far enough so they could be acted upon at the second meeting of the month. Council/Agency Member Guerrero asserted that there would be no difference in the overtime compensation to staff, as they routinely stay beyond their regular hours to attend the Tuesday evening meetings.

Mayor/Chair Garcia noted that the Council recently adopted a Resolution in order to limit the items on the Agenda in order to keep the meetings to a reasonable hour. He also noted the Council made the change to increase the number of meetings per month from one to two in order to limit the excessive hours spent at each meeting. He felt that those changes are moving in the right direction, however, the hours are still excessive. He also expressed concerns that staffing hours would be negatively impacted.

In response to an inquiry from Mayor/Chair Garcia, Council/Agency Member Guerrero advocated for having the Ordinance change to reflect the Saturday meeting as a Regular Meeting, so as to hold the Council accountable for having the Regular Meetings. He did not feel strongly that the Council would adhere to hosting Special Meetings for discussion purposes.

City Attorney Birrueta commented that staff has been challenged with going over hours with part-time staff, and if the overtime can be managed, from a legal perspective, this would be

more of a management issue.

Henry Garcia, City Manager, stated that there are probably no cities that have meetings on Saturday. In terms of realizing efficiencies, he suggested the potential for changing the meeting dates to the "off" Tuesdays during the business week. City Manager Garcia expressed concerns regarding requiring employees to give up their family/personal time on the weekend. He did affirm the merits of Council/Agency Member Guerrero's suggestion and that his concerns could be addressed by hosting regular strategic plan meetings and/or Council workshops/retreats.

Vice Mayor/Vice Chair Markovich stated he would support a Saturday meeting on a quarterly basis.

Council/Agency Member Oliva remarked that staff has every other Friday off and could possibly accommodate a once a month Saturday meeting with a specific start and end time. She suggested that a workshop be conducted so the community could provide input on a Saturday. She stated she understands the reason why it should be included as part of an Ordinance.

Council/Agency Member Sanchez suggested reserving one of the regular Tuesday meetings as a "discussion" meeting and the second meeting for the actual business transactions. He also suggested hosting a Town Hall meeting to inquire as to what the community would prefer. Council/Agency Member Sanchez was also in favor of converting to the second and fourth Tuesday of each month.

Mayor/Chair Garcia stated that Saturday meetings would be ideal for quarterly or yearly strategic planning sessions or retreats.

The Mayor/Chair opened the public hearing and public comments. There were no individuals who elected to speak on this item. The Mayor/Chair closed public comments and the public hearing.

City Manager Garcia noted that it may be difficult to manage time off for employees during the week if the Council moves to Saturday meetings.

Council/Agency Member Guerrero reaffirmed that he was not asking for more work from staff, rather, he was asking for a shift from Tuesday to Saturday for only one of the monthly meetings.

In response to an inquiry from Council/Agency Member Guerrero, City Attorney Birrueta affirmed that the minimally required staff to attend a meeting would include the City Attorney, City Clerk, and City Manager.

A motion made by Oliva and seconded by Guerrero to defer the introduction of the Ordinance and have the City Manager research and report back to Council the feasibility of a regular workshop for Council to discuss various items, failed pursuant to a (2 – 3) vote as follows:

AYES:	Guerrero, Oliva,
NOES:	Sanchez, Markovich, Garcia
ABSENT:	None
ABSTAIN:	None

There was no further action on this item.

6. CONSENT CALENDAR

6A. A request to approve procurement of a Taxicab Operator's License from the City Council by Futura Taxi.
(Staff report attached)

This item was pulled from the Consent Calendar for separate consideration.

City Attorney Birrueta reported that it was alleged that there may be relevant legal matters to investigate pursuant to the proposed taxi operator and requested that the City Council direct staff to bring back a report at the next meeting related to this item in order to analyze the matter in compliance with the Municipal Code and ensure that due process rights are being adhered to.

Council/Agency Member Guerrero stated that the letter referenced from the Lynwood Mayor was not implying his, Jack Guerrero's support of this item, but rather, the Lynwood Mayor's support for the taxi operator.

The Council unanimously (5 – 0) directed staff to continue this item to the next Regular Meeting in order to allow the City Attorney to review the allegations of unlawful conduct and ensure that due process rights are being followed by the City.

6B. A request to approve the purchase of a replacement server.
(Staff report attached)

This item was pulled from the Consent Calendar for separate consideration.

A staff report was given by Henry Garcia, City Manager. He provided the recent history of the failed server and the immediate need for replacement to maintain City technology services.

A motion was made by Garcia, seconded by Markovich, and carried (4 – 0, 1 absent) to approve the purchase of a replacement server described as a PowerEdge R720, Intel Xeon E-2 6xx Processors for the price of $9,356.54 including tax.

AYES: Oliva, Sanchez, Markovich, Garcia
NOES: None
ABSENT: Guerrero (out of Chamber)
ABSTAIN: None

6C. Consideration and approval of a Retainer Agreement with Arent Fox to provide specialized legal services and consultation regarding bond financing matters for the City as Successor Agency to the Former Cudahy Community Development Commission/Cudahy Redevelopment Agency and authorization for execution of the agreement by the appropriate officer or official of the City as Successor Agency.
(Staff Report and agreement attached)

This item was pulled from the Consent Calendar for separate consideration.

Staff reports were given by City Manager Garcia and City Attorney Birrueta. Both affirmed the need for specialized legal services and guidance are needed by the City and Successor Agency

for the issuance of bonds.

A motion was made by Oliva, seconded by Garcia, and carried (4 – 0, 1 abstention) to approve a Retainer Agreement with Arent Fox LLP to be administered on behalf of the City of Cudahy as Successor Agency to the Former Cudahy Community Development Commission/Cudahy Redevelopment Agency by the City Attorney's Office of the City of Cudahy, with a cap of no more than $15,000 to $20,000, at which time the item must come back to the City/Agency for further review.

AYES: Oliva, Sanchez, Markovich, Garcia
NOES: None
ABSENT: None
ABSTAIN: Guerrero

7. BUSINESS SESSION

7A. Consideration of Resolution No.14-32, a Resolution of the City Council, revising various development fees payable to the City under Ordinance No. 376 adopted on August 31, 1987 enabling from time to time, the updating, amending, and implementing alternative methods for the collection of said fees by resolution enabling the City to recover certain development project application costs incurred by City during the course of processing of the application.
(Staff report, Fee vs. Cost Table, Preparation Breakdown, and Resolution No. 14-32 attached)

Recommendation: *Motion to adopt Resolution No. 14-32*

The Council unanimously directed staff to table this item indefinitely.

7B. Discussion of potential ad hoc committee to select a new Sergeant from the Los Angeles County Sheriff's Department to serve Cudahy.
(Staff report attached)

Recommendation: *Motion to receive and file.*

A staff report was given by City Manager Garcia.

Mayor/Chair Garcia noted that he would rather have Captain Wolak select the new Sergeant.

Council/Agency Member Guerrero inquired as to whether the City wanted to have a Spanish speaking candidate or a more qualified candidate who did not speak Spanish.

Mayor/Chair Garcia commented it was his understanding that there are currently no Spanish speaking candidates who are qualified for the position.

The Council directed staff to defer the decision back to Captain Wallach (CHECK SPELLING)

7C. Discussion of establishing a joint facility agreement between LAUSD (specific to Elizabeth Learning Center) and the City of Cudahy.
(Staff report attached)

Recommendation: *Motion to receive and file*

The Council unanimously directed staff to table this item indefinitely.

7D. Discussion to join the Veterans of Foreign Wars (V.F.W.) Post 2830 and American Legion Post 120 Memorial Day Ceremony along with surrounding the Cities of Commerce, Maywood, Vernon, Bell, Bell Gardens and South Gate, Monday, May 26, 2014 at 11:00 a.m.
(Staff report and flyer attached)

Recommendation: *Motion to receive and file.*

A motion was made by Markovich, seconded by Garcia, and carried (5 – 0) to join the V.F.W. Post 2830 and the American Legion Post 120 for a Memorial Day Ceremony to be held at Park Lawn Cemetery on May 26, 2014 at 11:00 a.m.

AYES:	Guerrero, Oliva, Sanchez, Markovich, Garcia
NOES:	None
ABSENT:	None
ABSTAIN:	None

7E. Consideration of Ordinance No. 635, an Ordinance amending section 5.08.070 (bingo) of Chapter 5.08 (business license tax – particular businesses) of title 5 (business licenses and regulation) of the Cudahy municipal code relating to the regulation of bingo games and remote caller bingo games.
(Staff Report and ordinance attached)

Recommendation: *Motion to introduce Ordinance 635 (first reading).*

The Council unanimously directed staff to table this item indefinitely.

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

City Manager Garcia provided a brief report on the improvements to City parks, including the soccer net and other items expressed within the Community Development Block Grant agenda item.

Acting Community Development Director Allen noted that the request for funding for the mariachi's for the Mother's Day Celebration was on hold temporarily so as to enact the correct processes to provide a cash "up front" payment to secure the mariachi performers. It was Director Allen's understanding that the "up front" payment would be less than $1,000 and would cover the mariachi performers, floral arrangements, and other incidentals related to the event.

The Council voted unanimously to receive and file the report.

8. COUNCIL BUSINESS

8A. Consideration of 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.
(Resolution No. 14-03 attached)
(Verbal report by Councilmember Guerrero and Councilmember Oliva)

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

The Council unanimously directed staff to table this item indefinitely.

8B. Discussion item on pension reform.
(Verbal report by Councilmember Guerrero)

Recommendation: *Motion to receive and file.*

The Council unanimously directed staff to table this item to the next Regular Meeting.

8C. Discussion item on loud noise ordinance.
(Verbal report by Councilmember Guerrero and Councilmember Oliva)

Recommendation: *Motion to receive and file.*

The Council unanimously directed staff to table this item to the first Regular Meeting in June.

8D. Discussion item and direction/feedback to City Staff regarding graffiti removal process.
(Verbal report by Councilmember Guerrero)

Recommendation: *Motion to receive and file.*

The Council unanimously directed staff to table this item indefinitely.

8E. Discussion item on gang intervention strategies including gang intervention subcommittee. **(Verbal report by Councilmember Guerrero)**

Recommendation: *Motion to receive and file.*

The Council unanimously directed staff to table this item indefinitely.

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

The Council unanimously directed staff to table this item indefinitely.

8G. Update on Overnight Parking.
(Verbal report by Mayor Garcia)

Recommendation: *Motion to receive and file.*

The Council unanimously directed staff to table this item indefinitely.

8H. Discussion item on banning of smoking tobacco products.
(Verbal report by Vice Mayor Markovich)

Recommendation: *Motion to receive and file.*

The Council unanimously directed staff to table this item indefinitely.

8I. Discussion item and update from staff regarding the development of an overnight parking program in the City of Cudahy.
(Verbal report by Mayor Garcia)

Recommendation: *Motion to receive and file.*

The Council unanimously directed staff to table this item indefinitely.

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

Recommendation: *Motion to receive and file.*

The Council unanimously directed staff to table this item indefinitely.

8K. Discussion item on City Manager Recruitment Process.

Recommendation: *Motion to receive and file.*

A staff report was given by City Manager Garcia. He recommended that the City Council select a date and time to meet for the purpose of establishing criteria for vetting qualified candidates and narrowing the candidate pool.

City Attorney Birrueta affirmed that the City Council had previously adopted a Resolution outlining the steps for the City Manager recruitment process and that she would provide a copy of the Resolution to the full Council.

The Council unanimously directed staff to prepare a Special City Council Meeting notice to discuss the City Manager Recruitment Process in Closed Session on Tuesday, May 13, 2014, at 6:00 p.m.

9. CLOSED SESSION

City Attorney Birrueta announced that the City Council/Agency would recess to Closed Session to discuss Items 9A, 9B, 9C, and 9D on the Closed Session agenda. The Council/Agency had recessed earlier to discuss Item 9E on the Closed Session agenda. City Attorney Birrueta announced that she would report out on all items after the Council/Agency reconvened into Open Session.

9A. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION. (1) One matter regarding possible initiation of litigation pursuant to Government Code section 54956.9(d)(4).

9B. 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.

9C. Closed Session 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 54956.8 – Conference with Real Property Negotiator
Location of Property: 4846 Clara Street, APN 6226-025-004
City's Negotiator(s): City Manager Henry Garcia and City Attorney Isabel Birrueta
Party Negotiating With: Estrada Othon / Estrada Maria A
Under Discussion: Discussion of both price and terms of payment as relates to purchase of subject property

9E. 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
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

The City Council/Agency reconvened into Open Session.

CITY ATTORNEY REPORT:

City Attorney Birrueta reported that the City Council/Agency met in Closed Session to discuss Items 9A, 9B, 9C, 9D and 9E. Direction was given however there was no reportable action taken and there was nothing further to report.

10. ADJOURNMENT

The City Council/Agency meeting adjourned at 11:45 p.m.

1 OF

RESOLUTION NO. ___

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY APPROVING AND DIRECTING THE TRANSFER OF HOUSING FUNCTIONS AND ASSETS OF THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/ REDEVELOPMENT AGENCY TO THE CITY OF CUDAHY, ACTING AS HOUSING SUCCESSOR AGENCY

WHEREAS, pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.* (53 Cal.4th 231 (2011), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Cudahy Community Development Commission/Redevelopment Agency ("Former Redevelopment Agency") transferred to the control of the Cudahy Community Development Commission/Redevelopment Agency (the "Successor Agency") by operation of law; and

WHEREAS, prior to the dissolution of the Former Redevelopment Agency, the City Council of the City of Cudahy (the "City" or "Housing Successor Agency") adopted Resolution No. 12-04 dated January 17, 2012, electing that the City, as server as successor housing agency for the Former Redevelopment Agency and to retain the housing assets, as allowed by law, and functions previously performed by the Former Redevelopment Agency pursuant to Health and Safety Code Section 34176(a);

WHEREAS, Health and Safety Code Section 34177(g) directs the Successor Agency to effectuate the transfer of housing functions and assets to the appropriate entity designated pursuant to Health and Safety Code Section 34176, in this particular case being the City of Cudahy as Housing Successor Agency, and Health and Safety Code Section 34181(c) provides that the Oversight Board of the Successor Agency (the "Oversight Board") shall direct the Successor Agency to transfer housing assets pursuant to Health and Safety Code Section 34176 to the Housing Successor Agency; and

WHEREAS, on August 1, 2012, pursuant to Health and Safety Code Section 34176(a)(2), the City of Cudahy and the Successor Agency submitted to the State DOF a Housing Assets Transfer Form (the "HAT Form") of all housing assets, including any assets transferred on or after February 1, 2012, attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, on September 5, 2012, the State DOF reviewed and approved the HAT Form; and

WHEREAS, on May 12, 2014 the Oversight Board adopted Resolution No. OB 14-03 directing the Successor Agency to transfer housing assets to the City as Successor Housing Agency, pursuant to Health and Safety Code Section 34176.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY DOES RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. This Resolution is adopted pursuant to Health and Safety Code Sections 34176.

SECTION 3. The Successor Agency hereby authorizes and directs: (i) the transfer to the City of Cudahy as Housing Successor Agency the housing assets identified on the HAT form, heretofore or hereafter approved or deemed approved by the State DOF pursuant to Health and Safety Code Section 34176(a)(2), and (ii) the transfer to the City of Cudahy as Housing Successor Agency of all rights, powers, duties, and obligations associated with the administration and enforcement of housing activities of the Former Redevelopment Agency related to the housing assets transferred pursuant to this Section 3.

SECTION 4. The City staff and the chair of the Successor Agency are hereby authorized and directed, jointly and severally, to execute and record such documents and instruments and to do any and all other things which they may deem necessary or advisable to effectuate the transfer of housing assets authorized by this Resolution.

APPROVED AND ADOPTED this 20th day of May 2014.

_____
Chair
Successor Agency to the Former Cudahy Community Development Commission/Redevelopment Agency

ATTEST:

_____
Interim Secretary
Successor Agency to the
Former Cudahy Community Development
Commission/Redevelopment Agency

SUCCESSOR AGENCY)
CITY OF CUDAHY)
COUNTY OF LOS ANGELES) SS
STATE OF CALIFORNIA)

I,_____, Interim Secretary for the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency, hereby certify that the foregoing resolution was duly adopted at a meeting of the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency held on the 20th day of May 2014 by the following roll call vote:

AYES:
NOES:
ABSENT:

WITNESS my hand this 20th day of May 2014.

_____
Interim Secretary
Successor Agency to the
Former Cudahy Community Development
Commission/Redevelopment Agency

10G

RESOLUTION NO. ___

A RESOLUTION OF THE CITY, ACTING AS HOUSING SUCCESSOR AGENCY, APPROVING ITS ACCEPTANCE OF THE HOUSING FUNCTIONS AND ASSETS OF THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/ REDEVELOPMENT AGENCY FROM THE CUDAHY COMMUNITY DEVELOPMENT COMMISSION/ REDEVELOPMENT AGENCY SUCCESSOR AGENCY

WHEREAS, pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.* (53 Cal.4th 231 (2011), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Cudahy Community Development Commission/Redevelopment Agency ("Former Redevelopment Agency") transferred to the control of the Cudahy Community Development Commission/Redevelopment Agency (the "Successor Agency") by operation of law; and

WHEREAS, prior to the dissolution of the Former Redevelopment Agency, the City Council of the City of Cudahy (the "City" or "Housing Successor Agency") adopted Resolution No. 12-04 dated January 17, 2012, electing that the City, as server as successor housing agency for the Former Redevelopment Agency and to retain the housing assets, as allowed by law, and functions previously performed by the Former Redevelopment Agency pursuant to Health and Safety Code Section 34176(a);

WHEREAS, Health and Safety Code Section 34177(g) directs the Successor Agency to effectuate the transfer of housing functions and assets to the appropriate entity designated pursuant to Health and Safety Code Section 34176, in this particular case being the City of Cudahy as Housing Successor Agency, and Health and Safety Code Section 34181(c) provides that the Oversight Board of the Successor Agency (the "Oversight Board") shall direct the Successor Agency to transfer housing assets pursuant to Health and Safety Code Section 34176 to the Housing Successor Agency; and

WHEREAS, on August 1, 2012, pursuant to Health and Safety Code Section 34176(a)(2), the City of Cudahy and the Successor Agency submitted to the State DOF a Housing Assets Transfer Form (the "HAT Form") of all housing assets, including any assets transferred on or after February 1, 2012, attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, on September 5, 2012, the State DOF reviewed and approved the HAT Form; and

WHEREAS, on May 12, 2014 the Oversight Board adopted Resolution No. OB

14-03 directing the Successor Agency to transfer housing assets to the City as Housing Successor Agency, pursuant to Health and Safety Code Section 34176; and

WHEREAS, on May 20, 2014 the Successor Agency adopted a Resolution entitled "A Resolution of the Successor Agency to the former Cudahy Community Development Commission/Redevelopment Agency approving and directing the transfer of housing functions and assets of the former Cudahy Community Development Commission/ Redevelopment Agency to the City of Cudahy, acting as Housing Successor Agency" directing the transfer of housing functions and assets of the Former Redevelopment Agency to the City as Housing Successor Agency, pursuant to Health and Safety Code Section 34176.

NOW, THEREFORE, THE CITY AS HOUSING SUCCESSOR AGENCY DOES RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. This Resolution is adopted pursuant to Health and Safety Code Sections 34176.

SECTION 3. The City, as Housing Successor Agency, accepts, from the Successor Agency: (i) the transfer of the housing assets identified on the HAT form, heretofore or hereafter approved or deemed approved by the State DOF pursuant to Health and Safety Code Section 34176(a)(2), and (ii) the transfer of all rights, powers, duties, and obligations associated with the administration and enforcement of housing activities of the Former Redevelopment Agency related to the housing assets transferred pursuant to this Section 3.

SECTION 4. The City staff and the Chair of the Successor Agency are hereby authorized and directed, jointly and severally, to execute and record such documents and instruments and to do any and all other things which they may deem necessary or advisable to effectuate the transfer of housing assets authorized by this Resolution.

APPROVED AND ADOPTED this 20th day of May 2014.

_____

Chair
City of Cudahy as Housing
Successor Agency

ATTEST:

_____
Interim Secretary
City of Cudahy as Housing
Successor Agency

HOUSING SUCCESSOR AGENCY	)	
CITY OF CUDAHY	)	
COUNTY OF LOS ANGELES	)	SS
STATE OF CALIFORNIA	)	

I,_____ , Interim Secretary for the City of Cudahy, as Housing Successor Agency, hereby certify that the foregoing resolution was duly adopted at a meeting of the Cudahy City Council held on the ___ day of May 2014 by the following roll call vote:

AYES:
NOES:
ABSENT:

WITNESS my hand this 20th day of May 2014.

_____
Interim Secretary
City of Cudahy as Housing
Successor Agency

11A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF CUDAHY, CALIFORNIA, SUPPORTING THE EXPANSION OF EARLY CARE AND EDUCATION AND CHILD FRIENDLY ACTIVE SPACE AND TO WORK WITH THE SOUTHEAST CITIES ECE TASK FORCE AND COLLABORATIVE TO ASSURE THESE GOALS ARE ACCOMPLISHED

WHEREAS, quality early care and education promotes the successful academic, emotional and physical development of children from birth to five years of age; and

WHEREAS, children who participate in high-quality early care and education programs are better prepared for school, more likely to graduate from high school, less likely to get involved in crime, and more likely to contribute to the economy; and

WHEREAS, child friendly active outdoor space that offers opportunities for physical activity is critical to promoting healthy pregnancies, healthy childhood weight, and early learning; and

WHEREAS, a report released by the Los Angeles Department of Public Health states that as many as 49% of Cudahy children suffer from childhood obesity; and

WHEREAS, Cudahy has a short fall of early care and education spaces and child friendly active outdoor space; and

WHEREAS, Cudahy understands the benefits of early care and education programs for young children;

WHEREAS, Cudahy would like to work with community partners to address family needs for both child care and child friendly active outdoor space; and

WHEREAS, Cudahy recognizes that an opportunity to have a profound and sustainable impact on families' access to child care and child friendly active outdoor space is through family friendly provisions in cities' general plans and zoning codes; and

WHEREAS, Cudahy understands that planning today is necessary to ensure that Cudahy future generations will have access to high-quality early care and education programs and the child friendly active outdoor space necessary to maximize the health of families and young children; and

WHEREAS, the Southeast Cities Early Care and Education Task Force and Collaborative is a collaboration of early care and education providers, nonprofits, public and private agencies and cities dedicated to expanding access to high-quality early care and education for children in the Southeast Cities of Cudahy, Bell, Bell Gardens, Huntington Park, Maywood and South Gate.

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 hereby pledges to support the Southeast Cities Early Care and Education Task Force and Collaborative and their efforts to expand the availability and access to quality early care and education in our city. The Task Force and Collaborative includes members from the South Gate East Los Angeles College campus, Human Services Association, Mexican American Opportunity Foundation, Public Counsel, Los Angeles Universal Preschool, and other community members dedicated to improving early care and education in the Southeast.

SECTION 2. The City Council will appoint _____ (city planner) and/or _____ (city manager) to work with members of the Southeast Cities Early Care and Education Task Force and Collaborative to collaboratively gather preliminary information from city staff regarding land use policies and barriers pertinent to the development of early care and education facilities or child friendly active outdoor space.

SECTION 3. 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 ____ day of May, 2014.

_____
Chris Garcia,
Mayor

ATTEST:

_____
Carrie Gallagher,
Interim City Clerk

APPROVED AS TO FORM:

_____
Rick Olivarez,
City Attorney

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

I, Carrie Gallagher, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No._____ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the ____ day of May, 2014 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Carrie Gallagher,
Interim City Clerk

11B

AGENDA REPORT

MEETING DATE:	May 20, 2014
TO:	Honorable Mayor and Members of the City Council
THROUGH:	City Manager's Office
FROM:	Henry Garcia, Interim City Manager
TITLE:	**DISCUSSION TO EXPLORE THE POSSIBILITY OF A JOINT FACILITY AGREEMENT BETWEEN LAUSD (ELIZABETH LEARNING CENTER) AND THE CITY OF CUDAHY**

RECOMMENDATION

It is recommended that the City Council authorize staff to explore and analyze the possibility of a joint facility agreement between LAUSD, specific to Elizabeth Learning Center, and the City of Cudahy.

FISCAL IMPACT

No immediate fiscal impact during analysis.

BACKGROUND/DISCUSSION

Elizabeth Learning Center "ELC" has contacted staff to explore entering into a joint facility agreement. ELC would like to use City sports fields for sport practices and games, as well as, City facilties for academic team practices and other school events. The City uses ELC's parking lot for the City swapmeet parking. The school also uses the City fields for girls softball practice and games.

The analysis will include how the additional use will impact City sports fields and facilities (wear and tear, access to our residents/renters, maintenance and additional cost to the City). Staff also will hold appropriate development and planning meetings with the Los Angeles Unified School District to carefully draft an appropriate agreement.

As of May 12, 2014 ELC's Principle, Sharon Sweet, has requested that the City no longer use the schools parking lot. The City has returned the parking lot key as of to ELC May 14, 2014.

11C

AGENDA REPORT

MEETING DATE: May 20, 2014

TO: Honorable Mayor and Members of the City Council

FROM: City Manager's Office

TITLE: **CONSIDERATION TO APPROVE CONTRACT BETWEEN THE CITY OF CUDAHY AND HR DYNAMICS AND PERFORMANCE MANAGEMENT FOR PROFESSIONAL MANAGEMENT SERVICES**

RECOMMENDATION

It is recommended that the City Council approve consultant, HR Dynamics and Performance Management, to provide Professional Management Services. **Professional Services Agreement Attached (EXHIBIT A)**

SUMMARY

Professional Management Services is needed during the transitional period for the duration of time when the Council is conducting their search for a new City Manager. Additionally, during this period the Senior Administrative Analyst will be on leave beginning June 2, 2014 until August 4, 2014.

FISCAL IMPACT

The consultant will provide services for (60) sixty working days between June 2, 2014 and August 22, 2014 at eighty-five dollars ($85) per hour.

BACKGROUND/DISCUSSION

The consultant will provide assistance to the City Council with economic development, and facilitating a strategic plan and handling the details of the successor agency with the Finance Director. Additionally, the consultant will conduct a series of workshops for code enforcement, and the Joint Planning Commission/City Council, City commissions and the City Council. Other services the consultant will provide will consist of assisting in the Development of the Fiscal Budget, conduct the City Manager recruitment process and background check, executive coaching, organizational development of staff and assist in the search for a new insurance provider.

For Internal Reference Only:
CA Agreement No.
Initial Term Expiration Date: August 22, 2014

2014

AGREEMENT FOR TEMPORARY PROFESSIONAL MANAGEMENT SERVICES

(Engagement: Temporary Department Efficiency Analysis)
(Parties: HR Dynamics and Performance Management and the City of Cudahy)

THIS 2014 AGREEMENT FOR TEMPORARY PROFESSIONAL MANAGEMENT SERVICES ("Agreement") by and between the CITY OF CUDAHY, a municipal corporation and general law city ("CITY") and HR Dynamics and Performance Management (hereinafter, "Staffing Firm") is made and entered into the last date of signature below, but shall not take effect until signed by all of the parties to this Agreement as indicated on the signature page below. For the purposes of this Agreement, CITY and Staffing Firm may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Staffing Firm interchangeably.

RECITALS

WHEREAS, City, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any person for the furnishing of services and advice in finance, economic, accounting or administrative matters if such persons are specially trained and experienced and competent to perform such special services required; and

WHEREAS, the CITY wishes to engage the Staffing Firm for the purposes of retaining a person to perform the duties and functions of a Senior Administrative Analyst for the CITY on an interim basis; and

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

WHEREAS, Staffing Firm has proposed and City has agreed to appoint an assigned employee ("Assigned Employee") to serve in the capacity of Senior Administrative Analyst in so far as Assigned Employee possesses the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CITY and Staffing Firm wish to enter into the Agreement in order to set forth the rights and obligations of the PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and based upon the recitals set forth above, CITY and Staffing Firm agree as follows:

ARTICLE 1. DUTIES AND AUTHORITY

1.1 DUTIES. Assigned Employee shall provide assistance to the City Council with economic development, and facilitating a strategic plan and handling the details of the successor agency with the Finance Director. Additionally, the Assigned Employee will conduct a series of workshops for code enforcement, and the Joint Planning Commission/City Council, City commissions and the City Council. Other services the consultant will provide will consist of assisting in the Development of the Fiscal Budget, conduct the City Manager recruitment process and background check, executive coaching, organizational development of staff and assist in the search for a new insurance provider. Services will also include drafting formal written communication to document

findings, processes, changes, and recommendations. Assigned Employee shall keep the City Council, the fully informed of all significant activities and initiatives or undertakings in connection with his duties and responsibilities.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS; TERMINATION FOR CONVENIENCE

2.1 INDEPENDENT CONTRACTOR STATUS. The PARTIES acknowledge, understand and agree that Assigned Employee is, and shall at all times remain, a wholly independent contractor and shall not be considered an employee of the CITY. Given the temporary and interim nature of this engagement, it is the desire and intent of the PARTIES that Assigned Employee shall be an "independent contractor" who is not also an employee within the meaning of Government Code Section 20300(b), and by such status is excluded from compulsory enrollment in the California Public Employees Retirement System established under the Public Employees Retirement Law ("PERL") (Government Code Section 20000 et seq.).

ARTICLE 3. TERM OF AGREEMENT

3.1 The term of this Agreement ("Term") shall be deemed to have commenced on June 2, 2014 and shall end on August 4, 2014 and thereafter shall renew automatically on a month-to-month basis for a maximum of three (3) months unless prior to the expiration of the Term or any extension term, the City Council declines to extend the engagement. Nothing in the foregoing sentence shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement prior to the expiration of the initial Term or any extension term as provided under Articles 11 and 12 of this Agreement below.

ARTICLE 4. PERFORMANCE SCHEDULE

4.1 OFFICE HOURS. The Assigned Employee shall be allowed reasonable flexibility in setting Assigned Employee's business hours at CUDAHY City Hall, provided: (i) Assigned Employee maintains a reasonable and substantial physical presence at CUDAHY City Hall during normal CITY business hours which are Monday through Thursday from 7:00 a.m. to 5:00 p.m. and Friday from 7:00 a.m. to 4:00 p.m. so as to ensure the that Assigned Employee is available to work and communicate effectively with City staff and complete all assignments in a timely fashion with proper oversight by the City Council; (ii) Assigned Employee is reasonably available to the City Council, CITY staff and members of the public during such normal CITY business hours even during those hours in which Assigned Employee is not physically present within the City of Cudahy.

4.2 ATTENDANCE AND MEETINGS, CONFERENCES AND SPECIAL FUNCTIONS. Section 4.1 notwithstanding, Assigned Employee, as directed by the City Council, shall also be available to attend public meetings, business meetings, conferences and functions that may be scheduled outside of normal CITY business hours, including but not limited to all regular, special, adjourned and/or emergency meetings of the CUDAHY City Council, and CITY shall be billed for all such hours Assigned Employee attends such meetings required by CITY.

4.3 RESTRICTION ON HOURS WORKED: The Term of this Agreement and the provisions of Sections 4.1 and 4.2 notwithstanding, in no event may Assigned Employee's total hours worked under this Agreement exceed more than 1,000 hours during any single fiscal year. Assigned Employee shall maintain a log of Assigned Employee's daily work hours (including start time and departure time) to monitor compliance with

this provision. Staffing Firm shall have no obligation to continue performance once the 1,000 hour limitation has been attained. Furthermore, CITY shall have the responsibility to monitor fees charged in relation to the not to exceed amount. CITY shall be responsible for all charges for services in the event CITY fails to notify Staffing Firm of termination of the assignment or fails to increase of the not-to-exceed amount. For purposes of this Agreement, the term "fiscal year" shall mean the period of time commencing from July 1st of a calendar year and ending on June 30th of the calendar year immediately following.

ARTICLE 5. COMPENSATION AND REIMBURSEMENT

5.1 COMPENSATION.

A. Staffing Firm shall perform all of the various services and tasks that comprise the Work in accordance with Exhibit "A." Staffing Firm shall be paid for the number of hours Assigned Employee provides in performance of the Work. Assigned Employee shall be billed out at an hourly rate of EIGHTY FIVE DOLLARS PER HOUR ($85.00/hour) (hereinafter "Hourly Rate").

B. CITY shall pay Staffing Firm at the Hourly Rate in a bi-weekly format to run stimulations to employee payroll as Assigned Employee performs the various services and tasks that make up the Work. At the end of each pay period during the term of this Agreement, Staffing Firm shall submit to CITY a bi-monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Consultant and its various employees. The statement shall describe the specific tasks performed. CITY shall not withhold applicable taxes or other authorized deductions from payments made to Staffing Firm.

5.2 REIMBURSEMENT. CITY recognizes that Assigned Employee may incur certain expenses of a non-personal nature in the performance of Assigned Employee's duties under this Agreement. CITY agrees to reimburse or to pay such business expenses that are incurred by Assigned Employee in the performance of Assigned Employee's duties in accordance with CITY's expense reimbursement procedures, as the same may be updated and/or amended from time to time by the City Council.

ARTICLE 6. NO BENEFITS

6.1 Except as otherwise provided under Article 5 of the Agreement, Assigned Employee shall not receive any benefits, incentives, compensation in lieu of benefits or any other form of compensation above the hourly compensation provided under Article 5, above. As Assigned Employee is billed out on an hourly basis, the Parties acknowledge, understand and agree that Assigned Employee need not be enrolled under CalPERS pursuant to Section 4 of that certain contract amendment entitled "Amendment to Contract between the Board of Administration of the Public Employees' Retirement System and the City Council of the City of Cudahy" approved by way of City Council Ordinance No. 2259 on March 28, 1989 (hereinafter, the "1989 Amendment"). The contract-based exclusion from enrollment set forth under the 1989 Amendment is authorized pursuant to Government Code Section 20502.

6.2 Assigned Employee acknowledges, understands and agrees that Assigned Employee is not a regular employee of the CITY and is not entitled receive any benefits generally available to employees of the CITY, including but not limited to medical insurance, dental insurance, sick leave, paid vacation, retirement benefits, unemployment benefits or otherwise which accrue to employees of the CITY, and hereby expressly waives any right or claim to such benefits.

ARTICLE 7. INDEMNITY

7.1 To the extent permitted by law, Staffing Firm will defend, and hold CITY and its directors, officers, agents, representatives, and employees (collectively "Indemnitees") harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by Staffing Firm or Staffing Firm's officers, employees, or authorized agents breach of this Agreement; its failure to discharge its material duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of Staffing Firm or Staffing Firm's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.2 To the extent permitted by law, CITY will defend, and hold Staffing Firm and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorney's fees) to the extent caused by CITY or CITYs officers, employees, or authorized agents breach of this Agreement; its failure to discharge its duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.3 CITY shall have the right to offset against the amount of any compensation due Staffing Firm under this Agreement any amount due CITY from Staffing Firm as a result of Staffing Firm's failure to pay CITY promptly any indemnification arising under this Article and related to Staffing Firm's failure to either (i) pay legally required taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

7.4 The obligations of Staffing Firm under this Article will not be limited by the provisions of any workers' compensation act or similar act. Staffing Firm expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

7.5 Staffing Firm agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Staffing Firm in the performance of this Agreement. In the event Staffing Firm fails to obtain such indemnity obligations from others as required herein, Staffing Firm agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any reckless, negligent, or otherwise wrongful acts, errors or omissions of Staffing Firm's subcontractors or any other person or entity involved by, for, with or on behalf of Staffing Firm in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

7.6 CITY does not, and shall not, waive any rights that it may possess against Staffing Firm because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

7.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity. Notwithstanding

anything to the contrary in this Agreement, Staffing Firm shall have no obligation of indemnity, or liability for any claims to the extent arising out of CITY negligence or willful misconduct, or failure to comply with the requirements of this Agreement.

8. INSURANCE

8.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Staffing Firm agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under the Contract) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Assigned Employee's performance of the various services, functions, duties and tasks set forth under the Contract as described below. Throughout the term of the Contract, the Staffing Firm shall procure and maintain the following policies of insurance:

a. Workers' Compensation Insurance/ Employer's Liability Insurance: Assigned Employee shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.

b. Professional Liability Insurance: For the full term of this Agreement and for a period of two (2) years thereafter, Assigned Employee shall procure and maintain Errors and Omissions Liability Insurance appropriate to Assigned Employee's profession. Such coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per claim and shall be endorsed to include contractual liability.

ARTICLE 9. BUSINESS RELATED EQUIPMENT

Assigned Employee acknowledges, understands and agrees that he will not receive, nor shall he be entitled to any type of personal mobile communication device for the performance of his duties under this Agreement such as a cell phone or an iPad.

ARTICLE 10. CITY DOCUMENTS AND CONFIDENTIALITY

10.1 CITY DOCUMENTS. All data, studies, reports and other documents prepared by Assigned Employee while performing Assigned Employee's duties during the term of this Agreement shall be furnished to and become the property of the CITY, without restriction or limitation on their use.

10.2 CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Assigned Employee in connection with the performance of this Agreement shall be held confidential by Assigned Employee to the extent permitted by applicable law. Such materials shall not, without CITY's prior

written consent, be used by Assigned Employee for any purposes other than the performance of Assigned Employee's duties.

ARTICLE 11. TERMINATION FOR CONVENIENCE

11.1 TERMINATION FOR CONVENIENCE. Assigned Employee shall serve at the pleasure of the City Council. Assigned Employee's engagement with CITY may be terminated for convenience at any time by the City Council without cause upon the issuance of written notice specifying the effective date of such termination, which may provide that such termination shall take effect immediately upon the issuance of the notice.

11.2 NO PRE-TERMINATION HEARING. Assigned Employee shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate CONSULTANT's engagement.

11.3 NO PROPERTY INTEREST. It is understood and agreed by the PARTIES that Staffing Firm/Assigned Employee's engagement with the CITY is temporary in nature and that Staffing Firm/Assigned Employee shall have no expectation of ongoing or long-term employment with the CITY. Nothing in this Agreement shall confer upon Staffing Firm/Assigned Employee any right or property interest in employment with CITY.

11.4 NO SEVERANCE PAY. Assigned Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement prior to the expiration of the Term or any extension term.

11.5 STAFFING FIRM TERMINATION. Staffing Firm may terminate this Agreement at any time without cause and for convenience, provided it provides the City Council with no less than fifteen (15) calendar days advance written notice prior to the effective date of termination. The City Council may shorten the effective date of any termination for convenience initiated by Staffing Firm in the City Councils' sole and absolute discretion.

ARTICLE 12. TERMINATION FOR CAUSE

12.1 EVENTS OF DEFAULT; BREACH OF AGREEMENT

A. In the event either PARTY fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the PARTY alleging an Event of Default shall give written notice to the defaulting PARTY (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 10.1B and 10.1C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting PARTY fails to cure the Event of Default within fifteen (15) calendar days of the non-defaulting PARTY's issuance of a written notice of default (hereinafter, a "Notice of Default") to the defaulting party.

B. CITY, in its sole and absolute discretion, may also immediately suspend Assigned Employee's performance under this Agreement pending Assigned Employee's cure of any Event of Default by giving Staffing Firm/Assigned Employee written notice of CITY's intent to suspend Staffing Firm/Assigned Employee's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Staffing Firm/Assigned Employee shall be compensated only for those services rendered up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

C. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a PARTY shall give the other PARTY any contractual rights by custom, estoppel, or otherwise.

D. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

   i. Upon written notice to Staffing Firm/Assigned Employee, the CITY may immediately terminate this Agreement in whole or in part;

   ii. Upon written notice to Staffing Firm/Assigned Employee, the CITY may extend the time of performance;

   iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Staffing Firm/Assigned Employee's breach of the Agreement or to terminate the Agreement; or

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

   CITY may seek legal fees plus other costs and expenses that CITY incurs upon Staffing Firm's breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

E. In the event CITY is in breach of this Agreement, Staffing Firm/Assigned Employee's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Staffing Firm/Assigned Employee under this Agreement for services rendered.

ARTICLE 13. CONDITIONS OF CONSULTANT'S SERVICES

13.1 CONFLICT-OF-INTEREST. CITY shall direct Assigned Employee to sign a separate writing stating the following obligations: Assigned Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business within the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. Assigned Employee further agrees not to

invest in any other real estate or property improvements within the corporate limits of CITY during the term of this Agreement without the prior consent of the City Council.

13.2 CONSULTANT VEHICLE. Assigned Employee shall provide his transportation to and from the worksite.

ARTICLE 14. GENERAL PROVISIONS

14.1 NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in CITY's contract file. Staffing Firm agrees to notify CITY, in writing, of any change in Staffing Firm's address during Assigned Employee's 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
Attn: Steven Dobrenen, Finance Director
5220 Santa Ana Street
Cudahy, California 90201

Staffing Firm's Address:
HR Dynamics and Performance Management
Principal, Rhonda Strout
461 Green Orchard Place
Riverside, CA 92506
Phone: 951-999-1617

14.2 BONDING. CITY shall bear the full cost of any fidelity or other bonds required of the Assigned Firm under any laws or ordinance.

14.3 BACKGROUND CHECK. Within three (3) calendar days of the effective date of this Agreement, Assigned Employee shall contact the City's Human Resources Department to schedule a LiveScan fingerprinting. Assigned Employee shall not commence any Services relating to this Agreement until the LiveScan results have been reviewed by the Human Resources Department. A negative LiveScan report may result in the termination of this Agreement.

14.4 ENTIRE AGREEMENT. This Agreement, including the General Conditions of Assignment and the Terms of Payments incorporated herein and attached hereto as "Exhibit A," is intended to be the final, complete, and exclusive statement of the terms of Staffing Firm/Assigned Employee's engagement with the 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 engagement of Staffing Firm/Assigned Employee, 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 Staffing Firm/Assigned Employee and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. In the event of a conflict between Exhibit A and this Agreement, Exhibit A shall

control, except as modified by Section 5 of this Agreement. This Agreement is applicable to the assignment of Gabriel Galindo as a Staff Accountant only, through Staffing Firm's City of Industry, CA branch.

14.5 AMENDMENTS. This Agreement may not be amended except in the form of a written amendment to this Agreement approved by the City Council.

14.6 WAIVER. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

14.7 ASSIGNMENT. Staffing Firm/Assigned Employee shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to Staffing Firm/Assigned Employee, assign its rights and obligations hereunder.

14.8 SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

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

14.10 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue in the County of Los Angeles, State of California.

14.11 INTERPRETATION. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any PARTY. By way of example and not in limitation, this Agreement shall not be construed in favor of the PARTY receiving a benefit nor against the PARTY responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the PARTIES to this Agreement and by no other means. Each PARTY waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

14.12 ACKNOWLEDGMENT. Staffing Firm acknowledge that it has had the opportunity to consult legal counsel in regard to this Agreement, that it has read and understands this Agreement, that it is fully aware of its legal effect, and that it has entered into it freely and voluntarily and based on Staffing Firm's own judgment and not on any representations or promises other than those contained in this Agreement.

14.13 COUNTERPARTS. This Agreement shall be executed in four (4) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Staffing Firm, one counterpart shall be retained by the Human Resources Department, one counterpart shall be retained by the Office of the City Manager, and the fourth counterpart shall be retained by the City Clerk for permanent archiving by the CITY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on the date first indicated above.

CITY OF CUDAHY

By:_____
Chris Garcia,
Mayor

Date:_____

APPROVED AS TO FORM:

By:_____
Rick Olivarez,
City Attorney

HR Dynamics and Performance Management

By: _____
Rhonda Strout
Principal

Date:_____

EXHIBIT "A"
(Scope of Work)
See the attached

For Internal Use Only
Contract No.:_____

EXHIBIT "A"
SCOPE OF WORK

I. Services

- Assist the City Council with:
  - Economic Development
  - Facilitate Strategic Plan
  - Successor Agency

- Conduct a Series of Workshops for:
  - Code Enforcement workshop
  - City Commissions workshops
  - Joint Planning Commission/City Council

- Assist in the Development of the Fiscal Budget
- Conduct the City Manager Recruitment process and background check
- Executive Coaching
- Organizational Development of Staff
- Assist in the search for a new insurance provider

II. Compensation

Compensation Calculation

Hourly Rate	$85.00/hr.
Expected Work Hours	160 hours per month
Covered Expenses	$600 a month
Expected Working Days	60 days
Calendar Period	June 2, 2014 – August 22, 2014