

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



CUDAHY CITY  
COUNCIL CHAMBERS  
5240 Santa Ana Street  
Cudahy, CA 90201  
Phone: (323) 773-5143  
Fax: (323) 771-2072

## AGENDA

A REGULAR MEETING  
OF THE CUDAHY CITY COUNCIL  
And JOINT MEETING Of The  
CITY OF CUDAHY AS SUCCESSOR AGENCY  
TO THE CUDAHY DEVELOPMENT COMMISSION  
Monday, July 13, 2015 – 6:30 P.M.

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

*Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's Office at City Hall located at 5220 Santa Ana Street, Cudahy, CA 90201.*

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

**1. CALL TO ORDER**

**2. ROLL CALL**

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

**3. PLEDGE OF ALLEGIANCE**

**4. PRESENTATIONS**

- A. Presentation by Los Angeles County Public Library by Jose Parra
- B. Introduction of Ref Rodriguez, Newly Elected School Board Member, District 5

## 5. PUBLIC COMMENTS

(Mayor: This is the time set aside for citizens to address the City Council / Agency on matters relating **only to items on the agenda**. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk. Speakers that submitted comment cards within the first 20 minutes of the meeting will be permitted to speak. **Pursuant to Government Code section 54954.3(b), time limits are placed on the public comment period. The Mayor will announce when public comment cards may no longer be submitted to the City Clerk and no public comment cards will be accepted after the Mayor's announcement.** Each person who submits a public comment card will be allowed to speak only once and will be limited to three (3) minutes. When addressing the Council / Agency please speak into the microphone and voluntarily state your name and address.)

## 6. CITY COUNCIL COMMENTS / REQUESTS FOR AGENDA ITEMS

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

## 7. CITY MANAGER REPORT (information only)

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

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

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

## 9. 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.) (COUNCIL / AGENCY)

- A. Consideration to Approve the City Demands and Payroll Including Cash and Investment Report for the Month of May 2015

*Presented by Finance Director*

**Recommendation:** Approve the Demands and Payroll in the Amount of \$1,275,339.77 Including Cash and Investment Report by Fund for the Month of May 2015.

- B. Consideration to Approve the Local Agency Investment Fund (LAIF) Report for the Month of May 2015

*Presented by Finance Director*

**Recommendation:** Approve the Local Agency Investment Fund (LAIF) Report for the Month of May 2015 in the amount of \$7,170,945.82.

- C. Consideration to Approve Resolution No. 15-27, Approving the Accumulation Program for Part-time and Limited Service Employees (APPLE) Plan

*Presented by Acting Human Resources Specialist*

**Recommendation:** Approve Resolution No. 15-27, approving the Accumulation Program for Part-time and Limited Service Employees (APPLE) Plan offered by Keenan and Associates.

- D. Consideration to Receive and File: Parks and Recreation Commission Actions – Meeting of May 22, 2015; Planning Commission Actions – Meeting of May 18, 2015; Public Safety Commission – Meeting of May 12, 2015; and Senior and Aging Citizen Commission – Meeting of May 11, 2015

*Presented by Acting Community Development Director*

**Recommendation:** Receive and File Commission Actions.

- E. Consideration to Approve Resolution No. 15-35, Authorizing Application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self Insure Workers' Compensation Liabilities.

*Presented by Senior Administrative Analyst*

**Recommendation:** Approve Resolution No. 15-35, authorizing the City Manager to apply for a Certificate of Consent from the California Department of Industrial Relations Office of Self Insurance Plans (OSIP) to self insure the City's workers' compensation liabilities.

- F. Consideration to Approve Resolution No. 15-36, Authorizing the City Manager to Enter Into Contracts for Deposit of Moneys with Union Bank for Property & Liability, and Workers' Compensation Claims

*Presented by Finance Director*

- Recommendation:** (1) Approve Resolution No. 15-36, authorizing the City Manager to enter into contracts with Union Bank for the establishment of trust bank accounts for property & liability, and workers' compensation claims; and
- (2) Authorize the City Manager to send letters to Union Bank authorizing Keenan & Associates to act in the name of and on behalf of the City with respect to trust accounts for property & liability, and workers' compensation claims.

- G. Consideration to Approve Proposed Agreement with Demetriou, Del Guercio, Springer & Francis, LLP to be Special Counsel to the City of Cudahy as Successor Agency to the Former Cudahy Community Development Commission

*Presented by Finance Director*

- Recommendation:** Authorize the City Manager to sign on behalf of the City of Cudahy / City of Cudahy as Successor Agency to the former Cudahy Community Development Commission for special legal services regarding environmental review and analysis of the real properties that the Successor Agency intends to acquire and include in the Long Range Property Management Plan.

## 10. PUBLIC HEARING

- A. Consideration to Adopt Ordinance No. 648, by First Reading Adding Cudahy Municipal Code (CMC) Chapter 20.100 Density Bonus

*Presented by Planning Technician*

- Recommendation:** Adopt Ordinance No. 648, by first reading amending Cudahy Municipal Code (CMC) Title 20 (Zoning), to add Chapter 20.110 Density Bonus.

- B. Consideration to Approve Resolution No. 15-37, Memorializing a Public Hearing and Levying the Annual Assessment to Maintain the City of Cudahy Street Lighting District and Direct Staff to Forward the Resolution to the Los Angeles County Assessor

*Presented by Assistant City Engineer*

- Recommendation:** Approve Resolution No. 15-37, Memorializing a Public Hearing and Levying the Annual Assessment to Maintain the City of Cudahy Street Lighting District and direct staff to forward the Resolution to the Los Angeles County Assessor before August 6, 2015.

**11. BUSINESS SESSION**

**12. COUNCIL DISCUSSION**

- A. Discussion on Rental Property License Permit and Outstanding Fees (Sanchez)
- B. Discussion to Repeal Campaign Ordinance (Markovich)

**13. ORAL COMMUNICATIONS (Closed Session)**

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

RECESS TO CLOSED SESSION

**14. CLOSED SESSION**

- A. Closed session pursuant to Government Code section 54957(b)(1) – Public Employee Performance Evaluation

Employee title: City Manager

- B. 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 – [Two (2) Matters] - 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: 4819 Patata, 8420 S. Atlantic Ave. (APN 622-034-014, 032, 040-41), Cudahy, CA 90201

City's Negotiator(s): City Manager Jose E. Pulido

Party Negotiating With: Cudahy LF, LLC

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

RECONVENE TO OPEN SESSION

15. CLOSED SESSION ANNOUNCEMENT

16. PUBLIC COMMENT

(Mayor: This is the time set aside for citizens to address the City Council / Agency **on matters under the City Council's jurisdiction**. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk. Speakers that submitted comment cards within the first 20 minutes of the meeting will be permitted to speak. **Pursuant to Government Code section 54954.3(b), time limits are placed on the public comment period. The Mayor will announce when public comment cards may no longer be submitted to the City Clerk and no public comment cards will be accepted after the Mayor's announcement.** Each person who submits a public comment card will be allowed to speak only once and will be limited to three (3) minutes. When addressing the Council / Agency please speak into the microphone and voluntarily state your name and address.)

17. ADJOURNMENT

Cudahy City Council / Agency will adjourn to a Regular and Joint Meeting as Successor Agency to the Cudahy Development Commission on Monday, July 27, 2015 at 6:30 p.m.

I Jessica Balandran, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at Cudahy City Hall, Bedwell Hall, Clara Park, Lugo Park, and the City's Website not less than 72 hours prior to the meeting. A copy of said Agenda is on file in the City Clerk's Office.

Dated this 8<sup>th</sup> Day of July 2015

  
\_\_\_\_\_  
Jessica Balandran  
Senior Administrative Analyst



# Item Number 9A

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## STAFF REPORT

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**Date:** July 13, 2015  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Jose E. Pulido, City Manager/Executive Director  
By: Steven Dobrenen, Finance Director  
**Subject:** **Demands and Payroll for the Month of May 2015 Including Cash and Investment Report by Fund for the Month of May 2015**

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### RECOMMENDATION

The City Council is requested to approve the Demands and Payroll in the amount of \$1,275,339.77 including Cash and Investment Report by Fund for the month of May 2015.

### BACKGROUND

1. On July 13, 1993, Ordinance 476 was adopted and codified as Cudahy Municipal Code Section 3.04.080 indicates, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasury legally applicable to the payment of the same."
2. On May 2015, the following demands and payroll have been audited by the Finance Department:

Demands	\$1,075,905.01 (Attachment A)
Payroll Warrants	\$ 122,707.28 (Attachment B)
	\$ 73,466.23 (Attachment B)

### ANALYSIS

The attached Check Register Report (Attachment A), Payroll Warrants including payroll taxes and insurance premiums (Attachment B), and Cash and Investment Report by Fund May 2015 (Attachment C) indicate that the Cash and Investment balance was sufficient to apply to the

disbursements for the month of May 2015.

Cudahy Municipal Code Section 3.04.070 indicates, "...Budgeted demands paid by warrant prior to audit by the council shall be presented to the council for ratification and approval..."

### **CONCLUSION**

The Finance Director certifies to the accuracy and availability of funds for payment. A Demand/Warrant Register has been submitted to the City Council for approval in accordance with Cudahy Municipal Code Section 3.04.070.

### **FINANCIAL IMPACT**

The Cash and Investment Report by Fund (Attachment C) indicates how the total disbursements of \$1,275,339.77 were distributed to the funds of the City.

### **ATTACHMENTS**

- A. Check Register Report
- B. Payroll Warrants including payroll taxes and insurance premiums
- C. Cash and Investment Report by Fund May 2015

Check Register Report

Date: 06/17/2015

Time: 3:27 pm

Page: 1

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																				
38473	05/05/2015	4550 Printed	235- PRAXAIR DISTRIBUTION INC. CYLINDER RENTAL	42.43 0.00	42.43																																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26806</td> <td>201-4425-6150.000</td> <td>42.43</td> <td>0.00</td> <td>42.43</td> </tr> <tr> <td colspan="4"></td> <td>Check Amount</td> <td>42.43</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26806	201-4425-6150.000	42.43	0.00	42.43					Check Amount	42.43																				
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26806	201-4425-6150.000	42.43	0.00	42.43																																					
				Check Amount	42.43																																				
38474	05/05/2015	10202 Printed	ADR SERVICE, INC. MEDIATION SERVICES	1,562.50 0.00	1,562.50																																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26855</td> <td>001-4930-6755.000</td> <td>1,562.50</td> <td>0.00</td> <td>1,562.50</td> </tr> <tr> <td colspan="4"></td> <td>Check Amount</td> <td>1,562.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26855	001-4930-6755.000	1,562.50	0.00	1,562.50					Check Amount	1,562.50																				
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26855	001-4930-6755.000	1,562.50	0.00	1,562.50																																					
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38475	05/05/2015	1778 Printed	ALL CITY MANAGEMENT CROSSING GUARD MAR 15 - 28	2,877.56 0.00	2,877.56																																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26808</td> <td>001-4520-6730.000</td> <td>803.04</td> <td>0.00</td> <td>803.04</td> </tr> <tr> <td>26816</td> <td>001-4520-6730.000</td> <td>2,074.52</td> <td>0.00</td> <td>2,074.52</td> </tr> <tr> <td colspan="4"></td> <td>Check Amount</td> <td>2,877.56</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26808	001-4520-6730.000	803.04	0.00	803.04	26816	001-4520-6730.000	2,074.52	0.00	2,074.52					Check Amount	2,877.56															
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26816	001-4520-6730.000	2,074.52	0.00	2,074.52																																					
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38476	05/05/2015	7995 Printed	AMERICAN CITY PEST CONTROL PEST CONTROL APRIL 2015	484.00 0.00	484.00																																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26801</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>26802</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>26803</td> <td>001-4020-6720.000</td> <td>117.00</td> <td>0.00</td> <td>117.00</td> </tr> <tr> <td>26804</td> <td>001-4020-6720.000</td> <td>101.00</td> <td>0.00</td> <td>101.00</td> </tr> <tr> <td>26805</td> <td>001-4020-6720.000</td> <td>64.00</td> <td>0.00</td> <td>64.00</td> </tr> <tr> <td colspan="4"></td> <td>Check Amount</td> <td>484.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26801	001-4020-6720.000	101.00	0.00	101.00	26802	001-4020-6720.000	101.00	0.00	101.00	26803	001-4020-6720.000	117.00	0.00	117.00	26804	001-4020-6720.000	101.00	0.00	101.00	26805	001-4020-6720.000	64.00	0.00	64.00					Check Amount	484.00
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26801	001-4020-6720.000	101.00	0.00	101.00																																					
26802	001-4020-6720.000	101.00	0.00	101.00																																					
26803	001-4020-6720.000	117.00	0.00	117.00																																					
26804	001-4020-6720.000	101.00	0.00	101.00																																					
26805	001-4020-6720.000	64.00	0.00	64.00																																					
				Check Amount	484.00																																				
38477	05/05/2015	8021 Printed	AT & T MOBILITY CELLULAR SERVICE MAR 7 - APR 6	571.65 0.00	571.65																																				
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26798	001-4020-6390.000	426.66	0.00	426.66																																					
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26798	001-4020-6390.000	72.92	0.00	72.92																																					
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38478	05/05/2015	8399 Printed	CABRERA JESSE UMPIRE APRIL 2015	250.00 0.00	250.00																																				
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26826	001-4350-6230.000	250.00	0.00	250.00																																					
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38479	05/05/2015	10188 Printed	CABRERA RAYMOND UMPIRE APRIL 2015	84.00 0.00	84.00																																				
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38480	05/05/2015	9564 Printed	CALIFORNIA MUNICIPAL STATISTIC DIRECT & OVERLAPPING DEBT STM	2,125.00 0.00	2,125.00																																				

Check Register Report

Date: 06/17/2015

Time: 3:27 pm

Page: 2

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
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				42.11	0.00
				42.11	42.11
38482	05/05/2015	0136 Printed	CITY OF SOUTH GATE SIGNAL MAINTENANCE APRIL 2015	42.11	0.00
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				75.00	0.00
				75.00	75.00
38483	05/05/2015	6045 Printed	CONTRERAS GARDEN SUPPLY SERVICE EQUIPMENT	75.00	0.00
				75.00	
				341.00	0.00
				341.00	341.00
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				1,045.50	0.00
				1,045.50	1,045.50
38485	05/05/2015	1206 Printed	COUNTY OF LOS ANGELES IND WAST INSPECTION - IND WASTE/SEWERR	1,045.50	0.00
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				1,495.56	0.00
				1,495.56	1,495.56
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				256.00	256.00
38487	05/05/2015	5741 Printed	DEPARTMENT OF JUSTICE FINGER PRINT SERVICE MARCH2015	256.00	0.00
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				49.00	
				394.14	0.00
				394.14	394.14
				128.06	0.00
				140.83	0.00



Check Register Report

Date: 06/17/2015

Time: 3:27 pm

Page: 4

City of Cudahy

BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																									
38497	05/05/2015	0042 Printed	HUNTINGTON PARK RUBBER STAMP NAME PLATES FOR CITY COUNCIL	241.43 0.00	241.43																									
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<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26797</td> <td>001-4020-6080.000</td> <td>161.68</td> <td>0.00</td> <td>161.68</td> </tr> <tr> <td>26797</td> <td>001-4001-6085.000</td> <td>43.00</td> <td>0.00</td> <td>43.00</td> </tr> <tr> <td>26847</td> <td>001-4020-6080.000</td> <td>18.37</td> <td>0.00</td> <td>18.37</td> </tr> <tr> <td>26847</td> <td>001-4350-6080.000</td> <td>18.38</td> <td>0.00</td> <td>18.38</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26797	001-4020-6080.000	161.68	0.00	161.68	26797	001-4001-6085.000	43.00	0.00	43.00	26847	001-4020-6080.000	18.37	0.00	18.37	26847	001-4350-6080.000	18.38	0.00	18.38
Ref#	GL Number	Gross	Discount	Amount																										
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26797	001-4001-6085.000	43.00	0.00	43.00																										
26847	001-4020-6080.000	18.37	0.00	18.37																										
26847	001-4350-6080.000	18.38	0.00	18.38																										
38498	05/05/2015	4553 Printed	J. V. PRINTING BUSINESS CARDS COUNCIL MEMBERS	94.83 0.00	94.83																									
				Check Amount	94.83																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26809</td> <td>001-4020-6970.000</td> <td>94.83</td> <td>0.00</td> <td>94.83</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26809	001-4020-6970.000	94.83	0.00	94.83															
Ref#	GL Number	Gross	Discount	Amount																										
26809	001-4020-6970.000	94.83	0.00	94.83																										
38499	05/05/2015	8057 Printed	KONICA MINOLTA BUSINESS MONTHLY SERVICE	195.63 0.00	195.63																									
				Check Amount	195.63																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26850</td> <td>001-4020-6014.000</td> <td>195.63</td> <td>0.00</td> <td>195.63</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26850	001-4020-6014.000	195.63	0.00	195.63															
Ref#	GL Number	Gross	Discount	Amount																										
26850	001-4020-6014.000	195.63	0.00	195.63																										
38500	05/05/2015	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT LAW ENFORCEMENT FEBRUARY 2015	7,187.58 0.00	7,187.58																									
				Check Amount	7,187.58																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26832</td> <td>270-4501-6763.000</td> <td>6,878.42</td> <td>0.00</td> <td>6,878.42</td> </tr> <tr> <td>26833</td> <td>040-4501-6763.000</td> <td>309.16</td> <td>0.00</td> <td>309.16</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26832	270-4501-6763.000	6,878.42	0.00	6,878.42	26833	040-4501-6763.000	309.16	0.00	309.16										
Ref#	GL Number	Gross	Discount	Amount																										
26832	270-4501-6763.000	6,878.42	0.00	6,878.42																										
26833	040-4501-6763.000	309.16	0.00	309.16																										
38501	05/05/2015	9994 Printed	LA PRINCESA BAKERY & CAFE SENIOR'S EVENT -BIRTHDAY CAKE	70.00 0.00	70.00																									
				Check Amount	70.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26836</td> <td>001-4350-6210.000</td> <td>70.00</td> <td>0.00</td> <td>70.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26836	001-4350-6210.000	70.00	0.00	70.00															
Ref#	GL Number	Gross	Discount	Amount																										
26836	001-4350-6210.000	70.00	0.00	70.00																										
38502	05/05/2015	10108 Printed	MARKOVICH CRISTIAN PER DIEM TRAVEL TO SACRAMENTO	45.75 0.00	45.75																									
				Check Amount	45.75																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26831</td> <td>001-4001-6391.000</td> <td>45.75</td> <td>0.00</td> <td>45.75</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26831	001-4001-6391.000	45.75	0.00	45.75															
Ref#	GL Number	Gross	Discount	Amount																										
26831	001-4001-6391.000	45.75	0.00	45.75																										
38503	05/05/2015	1338-1 Printed	METROPOLITAN TRANSPORTATION TAP MARCH 2015	4,840.00 0.00	4,840.00																									
				Check Amount	4,840.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26834</td> <td>251-4760-6550.000</td> <td>4,840.00</td> <td>0.00</td> <td>4,840.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26834	251-4760-6550.000	4,840.00	0.00	4,840.00															
Ref#	GL Number	Gross	Discount	Amount																										
26834	251-4760-6550.000	4,840.00	0.00	4,840.00																										
38504	05/05/2015	9681 Printed	MORENO YAID UMPIRE APRIL 2015	102.00 0.00	102.00																									
				Check Amount	102.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26827</td> <td>001-4350-6230.000</td> <td>102.00</td> <td>0.00</td> <td>102.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26827	001-4350-6230.000	102.00	0.00	102.00															
Ref#	GL Number	Gross	Discount	Amount																										
26827	001-4350-6230.000	102.00	0.00	102.00																										
				Check Amount	102.00																									

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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
38505	05/05/2015	8252 Printed	MYERS AND SONS HI WAY SAFETY SAFETY EQUIPMENT	840.24 0.00	840.24

Ref#	GL Number	Gross	Discount	Amount
26796	201-4425-6150.000	840.24	0.00	840.24

Check Amount 840.24

38506	05/05/2015	10183 Printed	NATIONAL SIGNAL INCORPORATED LIGHTS FOR ARROW BOARD TRAILER	379.32 0.00	379.32
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Ref#	GL Number	Gross	Discount	Amount
26810	201-4425-6394.000	379.32	0.00	379.32

Check Amount 379.32

38507	05/05/2015	7014 Printed	NATIONWIDE ENVIRONMENTAL STREET & PARK SWEEPING APRIL	9,117.85 0.00	9,117.85
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Ref#	GL Number	Gross	Discount	Amount
26815	201-4425-6778.000	9,117.85	0.00	9,117.85

Check Amount 9,117.85

38508	05/05/2015	1978 Printed	OFFICE DEPOT BUSINESS OFFICE SUPPLIES CREDIT	366.69 0.00	366.69
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Ref#	GL Number	Gross	Discount	Amount
26843	001-4020-6080.000	145.92	0.00	145.92
26843	001-4350-6585.000	47.23	0.00	47.23
26844	001-4020-6080.000	70.19	0.00	70.19
26844	001-4350-6585.000	36.89	0.00	36.89
26845	001-4020-6080.000	118.71	0.00	118.71
26846	001-4020-6080.000	-52.25	0.00	-52.25

Check Amount 366.69

38509	05/05/2015	10201 Printed	OLIVAREZ MADRUGA, LLP LEGAL SERVICES MARCH 2015	84,965.68 0.00	84,965.68
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Ref#	GL Number	Gross	Discount	Amount
26829	001-4930-6391.000	7,965.80	0.00	7,965.80
26829	001-4005-6755.000	10,649.72	0.00	10,649.72
26829	001-4005-6755.000	173.55	0.00	173.55
26829	001-4930-6391.000	1,438.75	0.00	1,438.75
26829	001-4005-6720.000	18,561.25	0.00	18,561.25
26842	610-4930-6720.000	684.00	0.00	684.00
26842	001-4930-6391.000	8,894.46	0.00	8,894.46
26842	001-4005-6755.000	16,585.16	0.00	16,585.16
26842	001-4005-6755.000	12.99	0.00	12.99
26842	001-4930-6391.000	497.25	0.00	497.25
26842	001-4005-6720.000	19,502.75	0.00	19,502.75

Check Amount 84,965.68

38510	05/05/2015	10180 Printed	PULIDO JOSE E. PER DIEM TRAVEL TO SACRAMENTO	154.75 0.00	154.75
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Ref#	GL Number	Gross	Discount	Amount
26814	001-4011-6391.000	109.00	0.00	109.00
26830	001-4011-6391.000	45.75	0.00	45.75

Check Amount 154.75

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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount															
38511	05/05/2015	9737 Printed	REGIONAL TAP SERVICE CENTER REGULAR BUS PASS MARCH 2015	100.00 0.00	100.00															
				Check Amount	100.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26820</td> <td>251-4760-6550.000</td> <td>100.00</td> <td>0.00</td> <td>100.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26820	251-4760-6550.000	100.00	0.00	100.00					
Ref#	GL Number	Gross	Discount	Amount																
26820	251-4760-6550.000	100.00	0.00	100.00																
38512	05/05/2015	0172 Printed	SMART & FINAL FOOD SERVICE ICE, FOAM BOWLS, NAPKINS, ETC	24.57 0.00	24.57															
				Check Amount	24.57															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26849</td> <td>001-4020-6080.000</td> <td>4.34</td> <td>0.00</td> <td>4.34</td> </tr> <tr> <td>26849</td> <td>001-4350-6210.000</td> <td>20.23</td> <td>0.00</td> <td>20.23</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26849	001-4020-6080.000	4.34	0.00	4.34	26849	001-4350-6210.000	20.23	0.00	20.23
Ref#	GL Number	Gross	Discount	Amount																
26849	001-4020-6080.000	4.34	0.00	4.34																
26849	001-4350-6210.000	20.23	0.00	20.23																
38513	05/05/2015	0491 Printed	STATE CONTROLLER'S OFFICE ANNUAL STREET REPORT FY13/14	1,267.28 0.00	1,267.28															
				Check Amount	1,267.28															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26839</td> <td>001-4151-6710.000</td> <td>1,267.28</td> <td>0.00</td> <td>1,267.28</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26839	001-4151-6710.000	1,267.28	0.00	1,267.28					
Ref#	GL Number	Gross	Discount	Amount																
26839	001-4151-6710.000	1,267.28	0.00	1,267.28																
38514	05/05/2015	10203 Printed	SWANK MOTION PICTURES, INC. RIGHTS TO SHOW CESAR CHAVEZ	351.00 0.00	351.00															
				Check Amount	351.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26854</td> <td>001-4350-6585.000</td> <td>351.00</td> <td>0.00</td> <td>351.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26854	001-4350-6585.000	351.00	0.00	351.00					
Ref#	GL Number	Gross	Discount	Amount																
26854	001-4350-6585.000	351.00	0.00	351.00																
38515	05/05/2015	10004 Printed	TALAMANTES ROBERT DJ SERVICE BOOK FAIR EVENT	350.00 0.00	350.00															
				Check Amount	350.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26828</td> <td>001-4350-6585.000</td> <td>350.00</td> <td>0.00</td> <td>350.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26828	001-4350-6585.000	350.00	0.00	350.00					
Ref#	GL Number	Gross	Discount	Amount																
26828	001-4350-6585.000	350.00	0.00	350.00																
38516	05/05/2015	7015 Printed	THE UPS STORE #5461 LIVE SCAN SERVICE FEBRUARY2015	25.00 0.00	25.00															
				Check Amount	25.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26841</td> <td>001-4015-6320.000</td> <td>25.00</td> <td>0.00</td> <td>25.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26841	001-4015-6320.000	25.00	0.00	25.00					
Ref#	GL Number	Gross	Discount	Amount																
26841	001-4015-6320.000	25.00	0.00	25.00																
38517	05/05/2015	9991 Printed	TRANSTECH BUILDING PLAN CHECK MARCH2015	2,412.16 0.00	2,412.16															
				Check Amount	2,412.16															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26794</td> <td>001-4212-6720.000</td> <td>2,412.16</td> <td>0.00</td> <td>2,412.16</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26794	001-4212-6720.000	2,412.16	0.00	2,412.16					
Ref#	GL Number	Gross	Discount	Amount																
26794	001-4212-6720.000	2,412.16	0.00	2,412.16																
38518	05/05/2015	10099 Printed	TRUJILLO VICTOR UMPIRE APRIL 2015	159.00 0.00	159.00															
				Check Amount	159.00															
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26825</td> <td>001-4350-6230.000</td> <td>159.00</td> <td>0.00</td> <td>159.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26825	001-4350-6230.000	159.00	0.00	159.00					
Ref#	GL Number	Gross	Discount	Amount																
26825	001-4350-6230.000	159.00	0.00	159.00																
38519	05/05/2015	2859 Printed	UNDERGROUND SERVICE ALERT-SC DIG ALERT TICKETS	16.50 0.00	16.50															
				Check Amount	16.50															

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26818</td> <td>201-4425-6735.000</td> <td>16.50</td> <td>0.00</td> <td>16.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26818	201-4425-6735.000	16.50	0.00	16.50															
Ref#	GL Number	Gross	Discount	Amount																										
26818	201-4425-6735.000	16.50	0.00	16.50																										
			Check Amount	16.50																										
38520	05/05/2015	9951 Printed	WILLDAN BUILDING SERV MARCH 2015	4,146.25 0.00	4,146.25																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26811</td> <td>001-4212-6720.000</td> <td>2,676.25</td> <td>0.00</td> <td>2,676.25</td> </tr> <tr> <td>26812</td> <td>001-4212-6720.000</td> <td>1,470.00</td> <td>0.00</td> <td>1,470.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26811	001-4212-6720.000	2,676.25	0.00	2,676.25	26812	001-4212-6720.000	1,470.00	0.00	1,470.00										
Ref#	GL Number	Gross	Discount	Amount																										
26811	001-4212-6720.000	2,676.25	0.00	2,676.25																										
26812	001-4212-6720.000	1,470.00	0.00	1,470.00																										
			Check Amount	4,146.25																										
38521	05/05/2015	9542 Printed	ZARAGOZA SERGIO UMPIRE APRIL 2015	344.00 0.00	344.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26823</td> <td>001-4350-6230.000</td> <td>344.00</td> <td>0.00</td> <td>344.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26823	001-4350-6230.000	344.00	0.00	344.00															
Ref#	GL Number	Gross	Discount	Amount																										
26823	001-4350-6230.000	344.00	0.00	344.00																										
			Check Amount	344.00																										
38522	05/13/2015	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE	82.05 0.00	82.05																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26863</td> <td>001-4020-6390.000</td> <td>82.05</td> <td>0.00</td> <td>82.05</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26863	001-4020-6390.000	82.05	0.00	82.05															
Ref#	GL Number	Gross	Discount	Amount																										
26863	001-4020-6390.000	82.05	0.00	82.05																										
			Check Amount	82.05																										
38523	05/13/2015	0057-2 Printed	AT & T PHONE SERVICE LANDLINE PHONE MAR 28-APR 27	2,477.51 0.00	2,477.51																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26862</td> <td>001-4020-6390.000</td> <td>2,477.51</td> <td>0.00</td> <td>2,477.51</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26862	001-4020-6390.000	2,477.51	0.00	2,477.51															
Ref#	GL Number	Gross	Discount	Amount																										
26862	001-4020-6390.000	2,477.51	0.00	2,477.51																										
			Check Amount	2,477.51																										
38524	05/13/2015	4546 Printed	CENTRAL BASIN MUNICIPAL WATER RECYCLE WATER SERV FEBRUARY	39.56 0.00	39.56																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26866</td> <td>001-4020-6395.000</td> <td>39.56</td> <td>0.00</td> <td>39.56</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26866	001-4020-6395.000	39.56	0.00	39.56															
Ref#	GL Number	Gross	Discount	Amount																										
26866	001-4020-6395.000	39.56	0.00	39.56																										
			Check Amount	39.56																										
38525	05/13/2015	0126-1 Printed	GOLDEN STATE WATER COMPANY WATER SERVICE MAR 19-APR 20	3,370.65 0.00	3,370.65																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26861</td> <td>001-4020-6395.000</td> <td>3,326.87</td> <td>0.00</td> <td>3,326.87</td> </tr> <tr> <td>26865</td> <td>001-4020-6395.000</td> <td>43.78</td> <td>0.00</td> <td>43.78</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26861	001-4020-6395.000	3,326.87	0.00	3,326.87	26865	001-4020-6395.000	43.78	0.00	43.78										
Ref#	GL Number	Gross	Discount	Amount																										
26861	001-4020-6395.000	3,326.87	0.00	3,326.87																										
26865	001-4020-6395.000	43.78	0.00	43.78																										
			Check Amount	3,370.65																										
38526	05/13/2015	2724 Printed	HOME DEPOT CREDIT SERVICES HARDWARE AND SUPPLIES	865.30 0.00	865.30																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26860</td> <td>001-4410-6389.000</td> <td>519.39</td> <td>0.00</td> <td>519.39</td> </tr> <tr> <td>26860</td> <td>001-4020-6010.000</td> <td>34.31</td> <td>0.00</td> <td>34.31</td> </tr> <tr> <td>26860</td> <td>201-4425-6150.000</td> <td>34.81</td> <td>0.00</td> <td>34.81</td> </tr> <tr> <td>26860</td> <td>001-4410-6140.000</td> <td>276.79</td> <td>0.00</td> <td>276.79</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26860	001-4410-6389.000	519.39	0.00	519.39	26860	001-4020-6010.000	34.31	0.00	34.31	26860	201-4425-6150.000	34.81	0.00	34.81	26860	001-4410-6140.000	276.79	0.00	276.79
Ref#	GL Number	Gross	Discount	Amount																										
26860	001-4410-6389.000	519.39	0.00	519.39																										
26860	001-4020-6010.000	34.31	0.00	34.31																										
26860	201-4425-6150.000	34.81	0.00	34.81																										
26860	001-4410-6140.000	276.79	0.00	276.79																										
			Check Amount	865.30																										

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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
38527	05/13/2015	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT H.R.CONSLTANT APR 25 - MAY 8	12,652.35 0.00	12,652.35
				Check Amount	12,652.35
38528	05/13/2015	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILLS	10,683.68 0.00	10,683.68
				Check Amount	10,683.68
38529	05/13/2015	0071 Printed	THE GAS COMPANY NATURAL GAS - 7810 OTIS AVE	181.52 0.00	181.52
				Check Amount	181.52
38530	05/13/2015	0079 Printed	TRACT 180 WATER COMPANY WATER SERVICE MAR 1 - APR 30	3,544.13 0.00	3,544.13
				Check Amount	3,544.13
38531	05/21/2015	1778 Printed	ALL CITY MANAGEMENT CROSSING GUARD APRIL 12 - 25	2,007.60 0.00	2,007.60
				Check Amount	2,007.60
38532	05/21/2015	9965 Printed	ALLEN MICHAEL PER DIEM AME PLANNING ASST	301.50 0.00	301.50
				Check Amount	301.50
38533	05/21/2015	8059 Printed	ALLIANT INSURANCE SERVICE INC BOOK FAIR EVENT MAY 2, 2015	367.00 0.00	367.00
				Check Amount	367.00

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BANK: WELLS FARGO BANK

Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																																																																											
38534	05/21/2015	4686 Printed	AMERICAN RENTALS, INC. BOOK FAIR EVENT MAY 2, 2015	3,070.00 0.00	3,070.00																																																																											
				Check Amount	3,070.00																																																																											
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26907</td> <td>001-4350-6585.000</td> <td>3,070.00</td> <td>0.00</td> <td>3,070.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26907	001-4350-6585.000	3,070.00	0.00	3,070.00																																																																	
Ref#	GL Number	Gross	Discount	Amount																																																																												
26907	001-4350-6585.000	3,070.00	0.00	3,070.00																																																																												
38535	05/21/2015	10205 Printed	APPLE ONE EMPLOYMENT SERVICES EMPLOYMENT SERVICE 5/09/2015	786.31 0.00	786.31																																																																											
				Check Amount	786.31																																																																											
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26936</td> <td>001-4020-6720.000</td> <td>786.31</td> <td>0.00</td> <td>786.31</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26936	001-4020-6720.000	786.31	0.00	786.31																																																																	
Ref#	GL Number	Gross	Discount	Amount																																																																												
26936	001-4020-6720.000	786.31	0.00	786.31																																																																												
38536	05/21/2015	9738 Printed	ARENT FOX LLP LEGAL SERVICES FEBRUARY	932.50 0.00	932.50																																																																											
				Check Amount	932.50																																																																											
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26872</td> <td>001-4930-6755.000</td> <td>932.50</td> <td>0.00</td> <td>932.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26872	001-4930-6755.000	932.50	0.00	932.50																																																																	
Ref#	GL Number	Gross	Discount	Amount																																																																												
26872	001-4930-6755.000	932.50	0.00	932.50																																																																												
38537	05/21/2015	7019 Printed	BUSINESS CARD CREDIT CARD JANUARY 2015 RI	9,345.81 0.00	9,345.81																																																																											
				Check Amount	9,345.81																																																																											
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26899</td> <td>201-4425-6770.000</td> <td>126.08</td> <td>0.00</td> <td>126.08</td> </tr> <tr> <td>26935</td> <td>001-4011-6386.000</td> <td>75.00</td> <td>0.00</td> <td>75.00</td> </tr> <tr> <td>26935</td> <td>001-4350-6585.000</td> <td>575.00</td> <td>0.00</td> <td>575.00</td> </tr> <tr> <td>26935</td> <td>001-4011-6080.000</td> <td>0.99</td> <td>0.00</td> <td>0.99</td> </tr> <tr> <td>26935</td> <td>510-4620-6767.000</td> <td>756.78</td> <td>0.00</td> <td>756.78</td> </tr> <tr> <td>26935</td> <td>001-4001-6312.000</td> <td>100.00</td> <td>0.00</td> <td>100.00</td> </tr> <tr> <td>26935</td> <td>001-4642-6515.000</td> <td>75.11</td> <td>0.00</td> <td>75.11</td> </tr> <tr> <td>26935</td> <td>001-4020-6375.000</td> <td>115.62</td> <td>0.00</td> <td>115.62</td> </tr> <tr> <td>26935</td> <td>001-4018-6386.000</td> <td>199.00</td> <td>0.00</td> <td>199.00</td> </tr> <tr> <td>26935</td> <td>001-4015-6392.000</td> <td>83.48</td> <td>0.00</td> <td>83.48</td> </tr> <tr> <td>26935</td> <td>001-4020-6080.000</td> <td>1,431.75</td> <td>0.00</td> <td>1,431.75</td> </tr> <tr> <td>26935</td> <td>001-4020-6396.000</td> <td>750.00</td> <td>0.00</td> <td>750.00</td> </tr> <tr> <td>26935</td> <td>001-4001-6391.000</td> <td>4,809.80</td> <td>0.00</td> <td>4,809.80</td> </tr> <tr> <td>26935</td> <td>001-4215-6392.000</td> <td>247.20</td> <td>0.00</td> <td>247.20</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26899	201-4425-6770.000	126.08	0.00	126.08	26935	001-4011-6386.000	75.00	0.00	75.00	26935	001-4350-6585.000	575.00	0.00	575.00	26935	001-4011-6080.000	0.99	0.00	0.99	26935	510-4620-6767.000	756.78	0.00	756.78	26935	001-4001-6312.000	100.00	0.00	100.00	26935	001-4642-6515.000	75.11	0.00	75.11	26935	001-4020-6375.000	115.62	0.00	115.62	26935	001-4018-6386.000	199.00	0.00	199.00	26935	001-4015-6392.000	83.48	0.00	83.48	26935	001-4020-6080.000	1,431.75	0.00	1,431.75	26935	001-4020-6396.000	750.00	0.00	750.00	26935	001-4001-6391.000	4,809.80	0.00	4,809.80	26935	001-4215-6392.000	247.20	0.00	247.20
Ref#	GL Number	Gross	Discount	Amount																																																																												
26899	201-4425-6770.000	126.08	0.00	126.08																																																																												
26935	001-4011-6386.000	75.00	0.00	75.00																																																																												
26935	001-4350-6585.000	575.00	0.00	575.00																																																																												
26935	001-4011-6080.000	0.99	0.00	0.99																																																																												
26935	510-4620-6767.000	756.78	0.00	756.78																																																																												
26935	001-4001-6312.000	100.00	0.00	100.00																																																																												
26935	001-4642-6515.000	75.11	0.00	75.11																																																																												
26935	001-4020-6375.000	115.62	0.00	115.62																																																																												
26935	001-4018-6386.000	199.00	0.00	199.00																																																																												
26935	001-4015-6392.000	83.48	0.00	83.48																																																																												
26935	001-4020-6080.000	1,431.75	0.00	1,431.75																																																																												
26935	001-4020-6396.000	750.00	0.00	750.00																																																																												
26935	001-4001-6391.000	4,809.80	0.00	4,809.80																																																																												
26935	001-4215-6392.000	247.20	0.00	247.20																																																																												
				Check Amount	9,345.81																																																																											
38538	05/21/2015	10010 Printed	C & L ACCOUNTANCY CORPORATION CYF TAX JUNE 30 2014	1,235.00 0.00	1,235.00																																																																											
				Check Amount	1,235.00																																																																											
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26878</td> <td>710-6010-6720.000</td> <td>1,200.00</td> <td>0.00</td> <td>1,200.00</td> </tr> <tr> <td>26878</td> <td>710-6010-6376.000</td> <td>35.00</td> <td>0.00</td> <td>35.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26878	710-6010-6720.000	1,200.00	0.00	1,200.00	26878	710-6010-6376.000	35.00	0.00	35.00																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																												
26878	710-6010-6720.000	1,200.00	0.00	1,200.00																																																																												
26878	710-6010-6376.000	35.00	0.00	35.00																																																																												
				Check Amount	1,235.00																																																																											
38539	05/21/2015	8399 Printed	CABRERA JESSE UMPIRE APRIL & MAY 2015	309.00 0.00	309.00																																																																											
				Check Amount	309.00																																																																											
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26909</td> <td>001-4350-6230.000</td> <td>222.00</td> <td>0.00</td> <td>222.00</td> </tr> <tr> <td>26925</td> <td>001-4350-6230.000</td> <td>87.00</td> <td>0.00</td> <td>87.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26909	001-4350-6230.000	222.00	0.00	222.00	26925	001-4350-6230.000	87.00	0.00	87.00																																																												
Ref#	GL Number	Gross	Discount	Amount																																																																												
26909	001-4350-6230.000	222.00	0.00	222.00																																																																												
26925	001-4350-6230.000	87.00	0.00	87.00																																																																												
				Check Amount	309.00																																																																											
38540	05/21/2015	10046 Printed	CAMINO REAL CHEVROLET SERVICE VEHICLE # 16	1,255.40 0.00	1,255.40																																																																											

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26926</td> <td>001-4410-6394.000</td> <td>1,255.40</td> <td>0.00</td> <td>1,255.40</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26926	001-4410-6394.000	1,255.40	0.00	1,255.40										
Ref#	GL Number	Gross	Discount	Amount																					
26926	001-4410-6394.000	1,255.40	0.00	1,255.40																					
			Check Amount	1,255.40																					
38541	05/21/2015	10211 Printed	CHICAGO TITLE COMPANY TITLE REPORT SUCCESSOR AGENCY	750.00 0.00	750.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26942</td> <td>001-4930-6720.000</td> <td>750.00</td> <td>0.00</td> <td>750.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26942	001-4930-6720.000	750.00	0.00	750.00										
Ref#	GL Number	Gross	Discount	Amount																					
26942	001-4930-6720.000	750.00	0.00	750.00																					
			Check Amount	750.00																					
38542	05/21/2015	0136 Printed	CITY OF SOUTH GATE SIGNAL MAINTENANCE MAY 2015	75.00 0.00	75.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26927</td> <td>201-4420-6771.000</td> <td>75.00</td> <td>0.00</td> <td>75.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26927	201-4420-6771.000	75.00	0.00	75.00										
Ref#	GL Number	Gross	Discount	Amount																					
26927	201-4420-6771.000	75.00	0.00	75.00																					
			Check Amount	75.00																					
38543	05/21/2015	10195 Printed	COMMERCIAL ROOFING SYSTEMS,INC BEDWELL HALL RE-ROOFING PROJ	32,513.40 0.00	32,513.40																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26904</td> <td>510-7053-6725.000</td> <td>24,059.92</td> <td>0.00</td> <td>24,059.92</td> </tr> <tr> <td>26904</td> <td>001-4020-6725.000</td> <td>8,453.48</td> <td>0.00</td> <td>8,453.48</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26904	510-7053-6725.000	24,059.92	0.00	24,059.92	26904	001-4020-6725.000	8,453.48	0.00	8,453.48					
Ref#	GL Number	Gross	Discount	Amount																					
26904	510-7053-6725.000	24,059.92	0.00	24,059.92																					
26904	001-4020-6725.000	8,453.48	0.00	8,453.48																					
			Check Amount	32,513.40																					
38544	05/21/2015	2289 Printed	CONSOLIDATED DISPOSAL REFUSE ASSESSMENT APRIL 2015	130,588.58 0.00	130,588.58																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26908</td> <td>730-0000-2007.000</td> <td>130,588.58</td> <td>0.00</td> <td>130,588.58</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26908	730-0000-2007.000	130,588.58	0.00	130,588.58										
Ref#	GL Number	Gross	Discount	Amount																					
26908	730-0000-2007.000	130,588.58	0.00	130,588.58																					
			Check Amount	130,588.58																					
38545	05/21/2015	101200 Printed	CONSTRUCTION MANAGEMENT COVARRUBIAS-7735 ATLANTIC SP31	14,943.50 0.00	14,943.50																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26883</td> <td>510-4620-6767.000</td> <td>741.50</td> <td>0.00</td> <td>741.50</td> </tr> <tr> <td>26884</td> <td>510-4620-6767.000</td> <td>6,673.50</td> <td>0.00</td> <td>6,673.50</td> </tr> <tr> <td>26885</td> <td>510-4620-6767.000</td> <td>7,528.50</td> <td>0.00</td> <td>7,528.50</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26883	510-4620-6767.000	741.50	0.00	741.50	26884	510-4620-6767.000	6,673.50	0.00	6,673.50	26885	510-4620-6767.000	7,528.50	0.00	7,528.50
Ref#	GL Number	Gross	Discount	Amount																					
26883	510-4620-6767.000	741.50	0.00	741.50																					
26884	510-4620-6767.000	6,673.50	0.00	6,673.50																					
26885	510-4620-6767.000	7,528.50	0.00	7,528.50																					
			Check Amount	14,943.50																					
38546	05/21/2015	6045 Printed	CONTRERAS GARDEN SUPPLY PURCHASED KAWASAKI BLOWER	489.00 0.00	489.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26923</td> <td>001-4410-6770.000</td> <td>489.00</td> <td>0.00</td> <td>489.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26923	001-4410-6770.000	489.00	0.00	489.00										
Ref#	GL Number	Gross	Discount	Amount																					
26923	001-4410-6770.000	489.00	0.00	489.00																					
			Check Amount	489.00																					
38547	05/21/2015	10209 Printed	CORPORATE LEADERSHIP GROUP CONSULTING SERV JAN, FEB, MAR	4,630.00 0.00	4,630.00																				
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26940</td> <td>001-4001-6720.000</td> <td>4,630.00</td> <td>0.00</td> <td>4,630.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26940	001-4001-6720.000	4,630.00	0.00	4,630.00										
Ref#	GL Number	Gross	Discount	Amount																					
26940	001-4001-6720.000	4,630.00	0.00	4,630.00																					
			Check Amount	4,630.00																					
38548	05/21/2015	10005 Printed	DAPEER, ROSENBLIT & LITVAK PROFESSIONAL SERVICES APRIL	3,875.11 0.00	3,875.11																				



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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
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Ref#	GL Number	Gross	Discount	Amount
26946	001-4215-6080.000	99.00	0.00	99.00

Check Amount 99.00

38557	05/21/2015	4482-1 Printed	GALLS, LLC UNIFORM OFFICER RAMIREZ	104.61 0.00	104.61
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Ref#	GL Number	Gross	Discount	Amount
26890	001-4530-6250.000	104.61	0.00	104.61

Check Amount 104.61

38558	05/21/2015	5139-1 Printed	GAONA CHUCK UMPIRE APRIL 2015	350.00 0.00	350.00
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Ref#	GL Number	Gross	Discount	Amount
26911	001-4350-6230.000	350.00	0.00	350.00

Check Amount 350.00

38559	05/21/2015	10020 Printed	GARCIA CHRISTOPHER PER DIEM PALM SPRINGS MAY14-16	191.50 0.00	191.50
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Ref#	GL Number	Gross	Discount	Amount
26895	001-4001-6391.000	191.50	0.00	191.50

Check Amount 191.50

38560	05/21/2015	4319 Printed	GLOBAL GATE CONTROLS ONE BUTTON VISER REMOTE	67.50 0.00	67.50
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Ref#	GL Number	Gross	Discount	Amount
26905	201-4425-6150.000	22.50	0.00	22.50
26905	001-4020-6080.000	22.50	0.00	22.50
26905	001-4410-6140.000	22.50	0.00	22.50

Check Amount 67.50

38561	05/21/2015	9960 Printed	GUERRERO JACK M PER DIEM PALM SPRINGS MAY14-16	152.50 0.00	152.50
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Ref#	GL Number	Gross	Discount	Amount
26892	001-4001-6391.000	152.50	0.00	152.50

Check Amount 152.50

38562	05/21/2015	10053 Printed	HAULAWAY STORAGE CONTAINERS 21FT STORAGE CONTAINER APRIL	79.50 0.00	79.50
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Ref#	GL Number	Gross	Discount	Amount
26928	001-4020-6970.000	79.50	0.00	79.50

Check Amount 79.50

38563	05/21/2015	10204 Printed	HERNANDEZ CHRISTIAN PER DIEM PALM SPRINGS MAY14-16	191.50 0.00	191.50
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Ref#	GL Number	Gross	Discount	Amount
26894	001-4001-6391.000	191.50	0.00	191.50

Check Amount 191.50

38564	05/21/2015	10150 Printed	HIRSCH & ASSOCIATES, INC. CLARA PARK EXPANSION	10,100.00 0.00	10,100.00
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Ref#	GL Number	Gross	Discount	Amount
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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
	26881	280-7008-6720.000	10,100.00	0.00	10,100.00
			Check Amount		10,100.00
38565	05/21/2015	5710 Printed	JADE FAMILY SERVICES PARENTING CLASSES APRIL 2015	2,454.30 0.00	2,454.30
	Ref#	GL Number	Gross	Discount	Amount
	26882	510-4643-6720.000	2,454.30	0.00	2,454.30
			Check Amount		2,454.30
38566	05/21/2015	8057 Printed	KONICA MINOLTA BUSINESS MONTHLY SERV DIGITAL	218.75 0.00	218.75
	Ref#	GL Number	Gross	Discount	Amount
	26903	001-4020-6014.000	218.75	0.00	218.75
			Check Amount		218.75
38567	05/21/2015	9668 Printed	KONICA MINOLTA BUSINESS KONICA MINOLTA COPIER	236.38 0.00	236.38
	Ref#	GL Number	Gross	Discount	Amount
	26875	001-4020-6014.000	236.38	0.00	236.38
			Check Amount		236.38
38568	05/21/2015	10193 Printed	KUSTOM IMPRINTS NAVY JACKETS RECREATION DPT	1,442.29 0.00	1,442.29
	Ref#	GL Number	Gross	Discount	Amount
	26920	001-4350-6250.000	690.35	0.00	690.35
	26921	001-4350-6250.000	751.94	0.00	751.94
			Check Amount		1,442.29
38569	05/21/2015	5411 Printed	LIEBERT CASSIDY WHITMORE PROFESSIONAL SERVICES MARCH	49.00 0.00	49.00
	Ref#	GL Number	Gross	Discount	Amount
	26901	001-4005-6755.000	49.00	0.00	49.00
			Check Amount		49.00
38570	05/21/2015	10208 Printed	LOS ANGELES COUNTY RECORDER NOTICE OF EXEMPTION CITY PROJ.	225.00 0.00	225.00
	Ref#	GL Number	Gross	Discount	Amount
	26943	240-7080-6745.000	75.00	0.00	75.00
	26944	253-7086-6725.000	75.00	0.00	75.00
	26945	251-7001-6745.000	75.00	0.00	75.00
			Check Amount		225.00
38571	05/21/2015	5702 Printed	LOS ANGELES COUNTY REGISTRAR CANDIDATE STMT PRINTING COSTS	1,050.57 0.00	1,050.57
	Ref#	GL Number	Gross	Discount	Amount
	26902	001-4008-6740.000	1,050.57	0.00	1,050.57
			Check Amount		1,050.57
38572	05/21/2015	10194 Printed	MAGANA GARCIA CECILIA ZUMBA INSTRUCTOR	576.00 0.00	576.00
	Ref#	GL Number	Gross	Discount	Amount
	26916	001-4350-6230.000	576.00	0.00	576.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
				Check Amount	576.00
38573	05/21/2015	10108 Printed	MARKOVICH CRISTIAN PER DIEM PALM SPRINGS MAY13-16	98.00 0.00	98.00
				Check Amount	98.00
				Ref#	GL Number
				26947	001-4001-6391.000
				Gross	98.00
				Discount	0.00
				Amount	98.00
				Check Amount	98.00
38574	05/21/2015	7014 Printed	NATIONWIDE ENVIRONMENTAL STREET & PARK SWEEPING MAY2015	9,117.85 0.00	9,117.85
				Check Amount	9,117.85
				Ref#	GL Number
				26932	201-4425-6778.000
				Gross	9,117.85
				Discount	0.00
				Amount	9,117.85
				Check Amount	9,117.85
38575	05/21/2015	8247 Printed	NETWORK INNOVATION ASSOCIATES EMERGENCY DISASTER RECOVERY	278.00 0.00	278.00
				Check Amount	278.00
				Ref#	GL Number
				26877	001-4020-6742.000
				Gross	278.00
				Discount	0.00
				Amount	278.00
				Check Amount	278.00
38576	05/21/2015	9675 Printed	PALOS VERDES PENINSULA PROPOSITION A FUND EXCHANGE	300,000.00 0.00	300,000.00
				Check Amount	300,000.00
				Ref#	GL Number
				26871	252-4720-6756.000
				Gross	300,000.00
				Discount	0.00
				Amount	300,000.00
				Check Amount	300,000.00
38577	05/21/2015	9717 Printed	PCAM, LLC SHUTTLE SERVICE JANUARY 2015	5,592.63 0.00	5,592.63
				Check Amount	5,592.63
				Ref#	GL Number
				26880	251-4740-6780.000
				Gross	5,592.63
				Discount	0.00
				Amount	5,592.63
				Check Amount	5,592.63
38578	05/21/2015	10180 Printed	PULIDO JOSE E. PER DIEM PALM SPRINGS MAY14-16	125.00 0.00	125.00
				Check Amount	125.00
				Ref#	GL Number
				26893	001-4011-6391.000
				Gross	125.00
				Discount	0.00
				Amount	125.00
				Check Amount	125.00
38579	05/21/2015	4502 Printed	PYRO SPECTACULARS, INC. 1ST INSTALMENT PAYMENT	6,562.50 0.00	6,562.50
				Check Amount	6,562.50
				Ref#	GL Number
				26915	710-6010-6030.000
				Gross	6,562.50
				Discount	0.00
				Amount	6,562.50
				Check Amount	6,562.50
38580	05/21/2015	9451 Printed	ROLF POPROWSKI, EA IRS 2012 AUDIT SERVICE	2,905.00 0.00	2,905.00
				Check Amount	2,905.00
				Ref#	GL Number
				26879	001-4151-6710.000
				Gross	2,905.00
				Discount	0.00
				Amount	2,905.00
				Check Amount	2,905.00
38581	05/21/2015	10021 Printed	SANCHEZ BARU PER DIEM PALM SPRINGS MAY13-16	169.00 0.00	169.00
				Check Amount	169.00

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
38582	05/21/2015	0501 Printed	SCMAF MEMBERSHIP VICTOR S. & RUBEN V	169.00	169.00
				0.00	169.00
				40.00	40.00
				Check Amount	169.00
38583	05/21/2015	0069-2 Printed	SIEMENS INDUSTRY, INC. TRAFFIC RESPONSE CALLS MARCH	40.00	40.00
				0.00	40.00
				1,878.00	1,878.00
				Check Amount	40.00
38584	05/21/2015	0172 Printed	SMART & FINAL FOOD SERVICE KITCHEN SUPPLIES FOR CITY HALL	783.25	783.25
				674.61	674.61
				420.14	420.14
				2,093.75	2,093.75
				Check Amount	1,878.00
38585	05/21/2015	8277 Printed	SPORTS FACILITIES GROUP, INC EMERGENCY PREVENTATIVE SERV	15.57	15.57
				1,782.64	1,782.64
				10.38	10.38
				266.00	266.00
				19.16	19.16
				2,093.75	2,093.75
				Check Amount	2,093.75
38586	05/21/2015	4612 Printed	STITCHES UNIFORMS BOOK FAIR EVENT MAY 2, 2015	1,300.00	1,300.00
				0.00	1,300.00
				594.97	594.97
				Check Amount	1,300.00
38587	05/21/2015	9626 Printed	THE BANCORP BANK FORD FUSION HYBRID 2 VEH	594.97	594.97
				0.00	594.97
				1,154.24	1,154.24
				Check Amount	594.97
38588	05/21/2015	10206 Printed	TOWELS & UNIFORMS UNIFORMS MAINTENANCE DEPT.	1,154.24	1,154.24
				0.00	1,154.24
				546.70	546.70
				Check Amount	1,154.24
38589	05/21/2015	201-4425-6250.000 201-4410-6250.000 201-4410-6250.000	26937 26937 26938	165.00	165.00
				302.50	302.50
				79.20	79.20
				546.70	546.70
				Check Amount	546.70

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount		
			Check Amount	546.70			
38589	05/21/2015	9991 Printed	TRANSTECH PLAN CHECK SERVICES APRIL 2015	619.50 0.00	619.50		
			Ref#	GL Number	Gross	Discount	Amount
			26876	001-4212-6720.000	619.50	0.00	619.50
			Check Amount	619.50			
38590	05/21/2015	10099 Printed	TRUJILLO VICTOR UMPIRE APRIL 2015	231.00 0.00	231.00		
			Ref#	GL Number	Gross	Discount	Amount
			26912	001-4350-6230.000	231.00	0.00	231.00
			Check Amount	231.00			
38591	05/21/2015	10210 Printed	TUSHAR P. DOSHI, DDS INC. REFUND: BUS LIC RENEWAL	576.00 0.00	576.00		
			Ref#	GL Number	Gross	Discount	Amount
			26941	001-0000-4151.000	576.00	0.00	576.00
			Check Amount	576.00			
38592	05/21/2015	2859 Printed	UNDERGROUND SERVICE ALERT-SC DIG ALERT TICKETS	24.00 0.00	24.00		
			Ref#	GL Number	Gross	Discount	Amount
			26931	201-4425-6735.000	24.00	0.00	24.00
			Check Amount	24.00			
38593	05/21/2015	10207 Printed	WAYFAIR AIR HOCKEY TABLE RECREATION	909.99 0.00	909.99		
			Ref#	GL Number	Gross	Discount	Amount
			26939	710-6010-6030.000	909.99	0.00	909.99
			Check Amount	909.99			
38594	05/21/2015	5631 Printed	WELLS LOCK & KEY KEY DUPLICATES BEDWELL HALL	12.50 0.00	12.50		
			Ref#	GL Number	Gross	Discount	Amount
			26949	001-4020-6370.000	12.50	0.00	12.50
			Check Amount	12.50			
38595	05/21/2015	9951 Printed	WILLDAN LUGO PARK IMPROVEMENTS	4,310.00 0.00	4,310.00		
			Ref#	GL Number	Gross	Discount	Amount
			26874	001-4212-6720.000	4,310.00	0.00	4,310.00
			Check Amount	4,310.00			
38596	05/21/2015	9542 Printed	ZARAGOZA SERGIO UMPIRE APRIL 2015	385.00 0.00	385.00		
			Ref#	GL Number	Gross	Discount	Amount
			26910	001-4350-6230.000	385.00	0.00	385.00
			Check Amount	385.00			
38597	05/27/2015	0057-1 Printed	AT & T INTERNET SERVICES CLARA PARK INTERNET #134653270	80.00 0.00	80.00		

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26960</td> <td>001-4020-6396.000</td> <td>45.00</td> <td>0.00</td> <td>45.00</td> </tr> <tr> <td>26961</td> <td>001-4020-6396.000</td> <td>35.00</td> <td>0.00</td> <td>35.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26960	001-4020-6396.000	45.00	0.00	45.00	26961	001-4020-6396.000	35.00	0.00	35.00										
Ref#	GL Number	Gross	Discount	Amount																										
26960	001-4020-6396.000	45.00	0.00	45.00																										
26961	001-4020-6396.000	35.00	0.00	35.00																										
			Check Amount	80.00																										
38598	05/27/2015	9966 Printed	AT & T LONG DISTANCE SERVICE LONG DISTANCE PHONE SERVICE	177.58 0.00	177.58																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26958</td> <td>001-4020-6390.000</td> <td>177.58</td> <td>0.00</td> <td>177.58</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26958	001-4020-6390.000	177.58	0.00	177.58															
Ref#	GL Number	Gross	Discount	Amount																										
26958	001-4020-6390.000	177.58	0.00	177.58																										
			Check Amount	177.58																										
38599	05/27/2015	0057-2 Printed	AT & T PHONE SERVICE LANDLINE PHONE APRIL 8 - MAY 7	515.79 0.00	515.79																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26952</td> <td>001-4020-6390.000</td> <td>515.79</td> <td>0.00</td> <td>515.79</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26952	001-4020-6390.000	515.79	0.00	515.79															
Ref#	GL Number	Gross	Discount	Amount																										
26952	001-4020-6390.000	515.79	0.00	515.79																										
			Check Amount	515.79																										
38600	05/27/2015	4546 Printed	CENTRAL BASIN MUNICIPAL WATER RECYCLE WATER MARCH 2015	645.17 0.00	645.17																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26962</td> <td>001-4020-6395.000</td> <td>645.17</td> <td>0.00</td> <td>645.17</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26962	001-4020-6395.000	645.17	0.00	645.17															
Ref#	GL Number	Gross	Discount	Amount																										
26962	001-4020-6395.000	645.17	0.00	645.17																										
			Check Amount	645.17																										
38601	05/27/2015	2167 Printed	DAILY BREEZE PRESS TELEGRAM CLASSIFIED ADVERTISING	12,980.35 0.00	12,980.35																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26959</td> <td>001-4008-6310.000</td> <td>12,980.35</td> <td>0.00</td> <td>12,980.35</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26959	001-4008-6310.000	12,980.35	0.00	12,980.35															
Ref#	GL Number	Gross	Discount	Amount																										
26959	001-4008-6310.000	12,980.35	0.00	12,980.35																										
			Check Amount	12,980.35																										
38602	05/27/2015	10106 Printed	HR DYNAMICS & PERFORMANCE MGNT H.R.CONSULTANT MAY 19 - 23	12,936.18 0.00	12,936.18																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26950</td> <td>001-4011-6720.000</td> <td>4,080.00</td> <td>0.00</td> <td>4,080.00</td> </tr> <tr> <td>26950</td> <td>001-4930-6391.000</td> <td>1,360.00</td> <td>0.00</td> <td>1,360.00</td> </tr> <tr> <td>26950</td> <td>610-4930-6720.000</td> <td>595.00</td> <td>0.00</td> <td>595.00</td> </tr> <tr> <td>26951</td> <td>001-4015-6720.000</td> <td>6,901.18</td> <td>0.00</td> <td>6,901.18</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26950	001-4011-6720.000	4,080.00	0.00	4,080.00	26950	001-4930-6391.000	1,360.00	0.00	1,360.00	26950	610-4930-6720.000	595.00	0.00	595.00	26951	001-4015-6720.000	6,901.18	0.00	6,901.18
Ref#	GL Number	Gross	Discount	Amount																										
26950	001-4011-6720.000	4,080.00	0.00	4,080.00																										
26950	001-4930-6391.000	1,360.00	0.00	1,360.00																										
26950	610-4930-6720.000	595.00	0.00	595.00																										
26951	001-4015-6720.000	6,901.18	0.00	6,901.18																										
			Check Amount	12,936.18																										
38603	05/27/2015	0197 Printed	LA COUNTY SHERIFF'S DEPARTMENT LAW ENFORCEMENT MARCH 2015	283,421.28 0.00	283,421.28																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26953</td> <td>001-4501-6763.000</td> <td>283,421.28</td> <td>0.00</td> <td>283,421.28</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26953	001-4501-6763.000	283,421.28	0.00	283,421.28															
Ref#	GL Number	Gross	Discount	Amount																										
26953	001-4501-6763.000	283,421.28	0.00	283,421.28																										
			Check Amount	283,421.28																										
38604	05/27/2015	10081 Printed	NEOFUNDS BY NEOPOST POSTAGE	1,200.00 0.00	1,200.00																									
<table border="1"> <thead> <tr> <th>Ref#</th> <th>GL Number</th> <th>Gross</th> <th>Discount</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>26956</td> <td>001-4020-6385.000</td> <td>1,200.00</td> <td>0.00</td> <td>1,200.00</td> </tr> </tbody> </table>						Ref#	GL Number	Gross	Discount	Amount	26956	001-4020-6385.000	1,200.00	0.00	1,200.00															
Ref#	GL Number	Gross	Discount	Amount																										
26956	001-4020-6385.000	1,200.00	0.00	1,200.00																										
			Check Amount	1,200.00																										
38605	05/27/2015	1978-1 Printed	OFFICE DEPOT CREDIT PLAN OFFICE SUPPLIES	1,058.50 0.00	1,058.50																									

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Check Number	Check Date Void/Stop Date	Vendor# Status	Vendor Name Check Description	Gross Discount	Amount
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Ref#	GL Number	Gross	Discount	Amount
26955	001-4020-6080.000	261.33	0.00	261.33
26955	001-4020-6014.000	797.17	0.00	797.17

Check Amount 1,058.50

38606	05/27/2015	2802 Printed	SAM'S CLUB SNACK FOR CYF & CITY EVENTS	538.18 0.00	538.18
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Ref#	GL Number	Gross	Discount	Amount
26954	710-6010-6013.000	317.41	0.00	317.41
26954	001-4020-6080.000	209.21	0.00	209.21
26954	001-4410-6392.000	11.56	0.00	11.56

Check Amount 538.18

38607	05/27/2015	0070 Printed	SOUTHERN CALIFORNIA EDISON ELECTRICITY BILLS	10,161.01 0.00	10,161.01
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Ref#	GL Number	Gross	Discount	Amount
26957	201-4420-6318.000	205.63	0.00	205.63
26957	350-4430-6318.000	6,874.20	0.00	6,874.20
26957	001-4020-6318.000	3,081.18	0.00	3,081.18

Check Amount 10,161.01

38608	05/27/2015	0071 Printed	THE GAS COMPANY NATURAL GAS -5220 SANTA STR	174.59 0.00	174.59
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Ref#	GL Number	Gross	Discount	Amount
26963	001-4020-6380.000	54.13	0.00	54.13
26964	001-4020-6380.000	88.32	0.00	88.32
26965	001-4020-6380.000	32.14	0.00	32.14

Check Amount 174.59

38609	05/27/2015	0079 Printed	TRACT 180 WATER COMPANY WATER SERVICE JAN - FEB 2015	5.00 0.00	5.00
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Ref#	GL Number	Gross	Discount	Amount
26966	001-4020-6395.000	5.00	0.00	5.00

Check Amount 5.00

38610	05/27/2015	0078 Printed	TRACT 349 MUTUAL WATER CO WATER SERVICE FEB 15 - APR 15	286.39 0.00	286.39
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Ref#	GL Number	Gross	Discount	Amount
26967	001-4020-6395.000	89.14	0.00	89.14
26967	201-4425-6395.000	197.25	0.00	197.25

Check Amount 286.39

<b>Total Checks:</b>	<b>138</b>	<b>Bank Total(excluding void checks):</b>	<b>1,075,905.01</b>
<b>Total Checks:</b>	<b>138</b>	<b>Grand Total(excluding void checks):</b>	<b>1,075,905.01</b>

CITY OF CUDAHY  
Payroll Warrants including payroll taxes and insurance premiums:

	May 14, 2015	May 28, 2015
Issued Warrants Number	19623 - 19693	19694 - 19747
Voided Warrants		
Issued Warrants Amounts	\$ 6,800.73	\$ 8,211.29
Direct Deposits (a)	56,498.08	53,012.39
CalPERS Direct Deposit (b)	29,350.97	
CalPERS Direct Deposit (c)	18,359.62	
Payroll taxes (d)	11,697.88	12,242.55
Total Amount	<u>\$ 122,707.28</u>	<u>\$ 73,466.23</u>
Note (a) - Employees / Council Members / Commissioners		
Note (b) - Payments for CalPERS medical insurance		
Note (c) - Payments for CalPERS retirement contributions		
Note (d) - Federal and State payroll taxes		

CITY OF CUDAHY  
Cash and Investment Report by Fund May 2015

	April 2015	Receipts	Disbursements	May 2015
001 General Fund	2,905,401.78	2,025,604.57	656,597.18	4,274,409.17
040 Drug Assets Seizure Fund	34,391.29		309.16	34,082.13
201 State Gas Tax	1,241,376.33		55,916.00	1,185,460.33
240 Prop 1 B - Local Street Improv.	426,926.03		75.00	426,851.03
251 Prop C	263,894.29	32,504.42	15,448.47	280,950.24
252 Prop A	765,813.45	36,199.65	306,678.24	495,334.86
253 Measure R	579,419.54		6,267.66	573,151.88
257 AQMD	32,533.52	7,752.75	1,154.24	39,132.03
260 Used Oil	13,582.26			13,582.26
261 California Beverage Container	6,723.30			6,723.30
265 Recycling Grant	14,223.41			14,223.41
270 C.O.P.S	195,838.51		6,878.42	188,960.09
280 County Park Bond	(727,678.61)	265,638.00	16,856.48	(478,897.09)
300 CAL Home	74,880.01		1,416.35	73,463.66
350 Street Lighting Fund	55,368.49	13,185.55	7,732.38	60,821.66
510 CDBG	(134,300.60)	27,033.34	55,122.71	(162,389.97)
515 Federal STPL	357,690.30			357,690.30
610 Successor Agency	863,928.23	22,379.00	5,274.00	881,033.23
710 Youth Foundation	51,860.33	323.20	9,024.90	43,158.63
720 Senior's Account	132.80			132.80
730 Refuse Assessment	130,588.58	52,321.24	130,588.58	52,321.24
	<u>7,152,593.24</u>	<u>2,482,941.72</u>	<u>1,275,339.77</u>	<u>8,360,195.19</u>
LAIF- CITY	6,170,945.82	1,000,000.00		7,170,945.82
Wells Fargo	981,647.48	1,482,941.72	1,275,339.77	1,189,249.43
TOTAL	<u>7,152,593.30</u>	<u>2,482,941.72</u>	<u>1,275,339.77</u>	<u>8,360,195.25</u>

Total cash disbursements per May Demand and Payroll Reports

AP disbursements	1,075,905.01
Payroll - May 14, 2015	122,707.28
Payroll - May 28, 2015	73,466.23
Add: Credit card charges - seminar, airfare, and membership	2,403.00
Add: Total Bank charges in May 2015	858.25
Total Cash Disbursements per May Cash & Investment Report	<u>1,275,339.77</u>



# Item Number 9B

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## STAFF REPORT

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**Date:** July 13, 2015  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Jose E. Pulido, City Manager/Executive Director  
By: Steven Dobrenen, Finance Director  
**Subject:** **Local Agency Investment Fund (LAIF) for the Month of May 2015**

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### **RECOMMENDATION**

The City Council is requested to approve the Local Agency Investment Fund (LAIF) Report for the month of May 2015 in the amount of \$7,170,945.82.

### **BACKGROUND**

1. In 1955, the Pooled Money Investment Account (PMIA) started. LAIF became part of the PMIA. The oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members consist of the State Treasurer, Director of Finance, and State Controller.
2. In 1977, LAIF was created as a voluntary program by Section 16429.1 et seq. of the California Government Code. The program was intended to be used as an investment alternative for California's local governments and special districts. The LAIF continues today under Treasurer John Chiang's administration.
3. On May 1, 2015, the balance in LAIF was \$6,170,945.82 (Attachment A)
4. On May 31, 2015, the balance in LAIF was \$7,170,945.82 (Attachment A)

## **ANALYSIS**

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

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

Cudahy Municipal Code Section 3.04.080 indicates, "Except as otherwise provided, no warrant shall be drawn or evidence of indebtedness issued unless there shall be at the time sufficient money in the treasure legally applicable to the payment of the same."

The report in Attachment A in conjunction with the Demands and Payroll for the Month of May 2015 including Investment Report by Fund for the Month of May 2015 demonstrate the sufficiency of fund available to pay demands and payroll as required by Cudahy Municipal Code Section 3.04.080.

## **CONCLUSION**

Once Council approves the May 2015 LAIF then the LAIF ending balance may be relied upon when determining whether or not there is sufficient fund available to pay demand and payroll as required by Cudahy Municipal Code Section 3.04.080.

## **FINANCIAL IMPACT**

None

## **ATTACHMENTS**

- A. Local Agency Investment Fund
- B. Monthly Pooled Money Investment Report – May 2015

**LOCAL AGENCY INVESTMENT FUND**

**General Account - City #98-19-225**

<b>Beginning Balance as of:</b>	<b>May 01, 2015</b>	<b>\$6,170,945.82</b>
<b>Ending Balance as of</b>	<b>May 31, 2015</b>	<b>\$7,170,945.82</b> <b>=====</b>

**John Chiang**

**Treasurer**

**State of California**



**POOLED MONEY INVESTMENT  
BOARD REPORT**

**MAY 31, 2015**

STATE OF CALIFORNIA  
STATE TREASURER'S OFFICE

POOLED MONEY INVESTMENT BOARD REPORT

MAY 2015

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# POOLED MONEY INVESTMENT ACCOUNT

## Summary of Investment Data A Comparison of May 2015 with May 2014 (DOLLARS IN THOUSANDS)

	May 2015	May 2014	Change
Average Daily Portfolio (\$)	65,211,535	60,405,907	+4,805,628
Accrued Earnings (\$)	16,045	11,717	+4,328
Effective Yield (%)	0.290	0.228	+0.062
Average Life-Month End (In Days)	222	199	+23
Total Security Transactions			
Amount (\$)	21,420,012	20,371,233	+1,048,779
Number	430	409	+21
Total Time Deposit Transactions			
Amount (\$)	1,838,080	1,146,980	+691,100
Number	113	75	+38
Average Workday Investment Activity (\$)	1,162,905	1,024,677	+138,228
Prescribed Demand Account Balances For Services (\$)	2,089,100	2,220,131	-131,031

**JOHN CHIANG  
TREASURER  
STATE OF CALIFORNIA**

**Investment Division Selected Investment Data  
Analysis of the Pooled Money Investment Account Portfolio  
(DOLLARS IN THOUSANDS)**

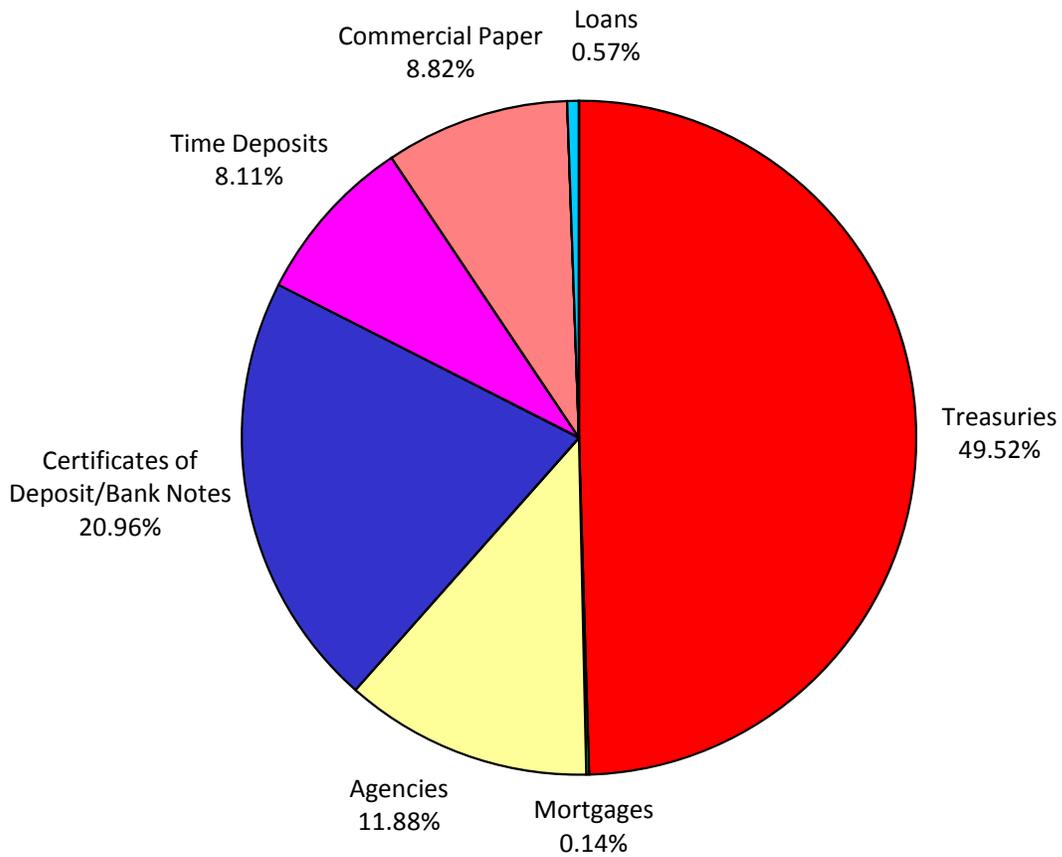
May 31, 2015

<u>TYPE OF SECURITY</u>	<u>AMOUNT (\$)</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DIFFERENCE IN PERCENT OF PORTFOLIO FROM PRIOR MONTH</u>
Government			
Bills	11,981,807	18.01	+0.73
Bonds	0	0.00	0
Notes	20,968,529	31.51	+1.43
Strips	0	0.00	0
<b>Total Government</b>	<b>32,950,336</b>	<b>49.52</b>	<b>+2.16</b>
Agency Debentures	2,557,793	3.85	+0.22
Certificates of Deposit	13,350,001	20.06	-1.45
Bank Notes	600,000	0.90	+0.02
Repurchases	0	0.00	-0.15
Agency Discount Notes	4,942,191	7.43	+0.81
Time Deposits	5,394,540	8.11	+0.40
GNMAs	0	0.00	0
Commercial Paper	5,871,699	8.82	-2.07
FHLMC/Remics	91,402	0.14	0
Corporate Bonds	0	0.00	0
AB 55 Loans	381,650	0.57	+0.05
GF Loans	0	0.00	0
Other	399,949	0.60	+0.01
Reversed Repurchases	0	0.00	0
<b>Total (All Types)</b>	<b>66,539,561</b>	<b>100.00</b>	

INVESTMENT ACTIVITY

	May 2015		April 2015	
	<u>NUMBER</u>	<u>AMOUNT (\$)</u>	<u>NUMBER</u>	<u>AMOUNT (\$)</u>
Pooled Money	430	21,420,012	621	31,023,491
Other	19	671,695	42	1,276,329
Time Deposits	113	1,838,080	126	3,036,000
<b>Total</b>	<b>562</b>	<b>23,929,787</b>	<b>789</b>	<b>35,335,820</b>
PMIA Monthly Average Effective Yield (%)	0.290		0.283	
Year to Date Yield Last Day of Month (%)	0.266		0.263	

# Pooled Money Investment Account Portfolio Composition \$66.5 billion 5/31/15



## INVESTMENT TRANSACTIONS

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>CPN (%)</u>	<u>MATURITY DATE</u>	<u>TRANS YIELD (%)</u>	<u>PAR (\$) (000)</u>	<u>DAYS HELD</u>	<u>AMOUNT EARNED (\$)</u>	<u>EFFECTIVE YIELD (%)</u>
<b>05/01/15 SALES c/</b>									
	TR	BILL		03/31/16	0.100	2,195	1	5.96	0.101
	TR	BILL		03/31/16	0.100	50,000	1	135.91	0.101
	TR	BILL		03/31/16	0.100	50,000	1	135.91	0.101
<b>05/01/15 REDEMPTIONS</b>									
	CD	BOWEST	0.060	05/01/15	0.060	50,000	10	833.33	0.061
	CD	BOWEST	0.060	05/01/15	0.060	50,000	10	833.33	0.061
	CP	BNP FIN		05/01/15	0.120	50,000	17	2,833.33	0.122
	CP	BNP FIN		05/01/15	0.120	50,000	17	2,833.33	0.122
	CP	BNP FIN		05/01/15	0.120	50,000	17	2,833.33	0.122
	CP	BNP FIN		05/01/15	0.120	50,000	17	2,833.33	0.122
	CP	TD USA		05/01/15	0.120	50,000	17	2,833.33	0.122
	CP	TD USA		05/01/15	0.120	50,000	17	2,833.33	0.122
	CP	BNP FIN		05/01/15	0.140	50,000	32	6,222.22	0.142
	CP	BNP FIN		05/01/15	0.140	50,000	32	6,222.22	0.142
	CP	MUFG UNION		05/01/15	0.160	50,000	57	12,666.67	0.162
	CP	MUFG UNION		05/01/15	0.160	50,000	57	12,666.67	0.162
	CP	BNP FIN		05/01/15	0.200	50,000	65	18,055.56	0.203
	CP	BNP FIN		05/01/15	0.200	50,000	65	18,055.56	0.203
	CP	BNP FIN		05/01/15	0.200	50,000	65	18,055.56	0.203
	CP	COCA COLA		05/01/15	0.130	25,000	94	8,486.11	0.132
	CP	JPM LLC		05/01/15	0.250	50,000	121	42,013.89	0.254
	CP	JPM LLC		05/01/15	0.250	50,000	121	42,013.89	0.254
	CP	JPM LLC		05/01/15	0.250	50,000	121	42,013.89	0.254
	CP	JPM LLC		05/01/15	0.250	50,000	121	42,013.89	0.254
	CP	JPM LLC		05/01/15	0.230	50,000	137	43,763.89	0.233
	CP	JPM LLC		05/01/15	0.230	50,000	137	43,763.89	0.233
	YCD	DNB	0.120	05/01/15	0.120	50,000	10	1,666.67	0.122
	YCD	DNB	0.120	05/01/15	0.120	50,000	10	1,666.67	0.122
	YCD	LLOYDS	0.120	05/01/15	0.120	50,000	10	1,666.67	0.122
	YCD	LLOYDS	0.120	05/01/15	0.120	50,000	10	1,666.67	0.122
	YCD	LLOYDS	0.120	05/01/15	0.120	50,000	10	1,666.67	0.122
	YCD	LLOYDS	0.120	05/01/15	0.120	50,000	10	1,666.67	0.122
	YCD	MONTREAL	0.070	05/01/15	0.070	50,000	11	1,069.44	0.071
	YCD	MONTREAL	0.070	05/01/15	0.070	50,000	11	1,069.44	0.071
	YCD	BNP	0.130	05/01/15	0.130	50,000	15	2,708.33	0.132
	YCD	BNP	0.130	05/01/15	0.130	50,000	15	2,708.33	0.132
	YCD	BNP	0.130	05/01/15	0.130	50,000	15	2,708.33	0.132
	YCD	BNP	0.130	05/01/15	0.130	50,000	15	2,708.33	0.132
	YCD	BNP	0.130	05/01/15	0.130	50,000	15	2,708.33	0.132
	YCD	SUMITOMO	0.130	05/01/15	0.130	50,000	15	2,708.33	0.132
	YCD	SUMITOMO	0.130	05/01/15	0.130	50,000	15	2,708.33	0.132
	YCD	MONTREAL	0.080	05/01/15	0.080	50,000	16	1,777.78	0.081
	YCD	MONTREAL	0.080	05/01/15	0.080	50,000	16	1,777.78	0.081
	YCD	MONTREAL	0.080	05/01/15	0.080	50,000	16	1,777.78	0.081
	YCD	MONTREAL	0.080	05/01/15	0.080	50,000	16	1,777.78	0.081
	YCD	DNB	0.110	05/01/15	0.110	50,000	16	2,444.44	0.112
	YCD	DNB	0.110	05/01/15	0.110	50,000	16	2,444.44	0.112

## INVESTMENT TRANSACTIONS

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>CPN (%)</u>	<u>MATURITY DATE</u>	<u>TRANS YIELD (%)</u>	<u>PAR (\$) (000)</u>	<u>DAYS HELD</u>	<u>AMOUNT EARNED (\$)</u>	<u>EFFECTIVE YIELD (%)</u>
<b>05/01/15 REDEMPTIONS (Continued)</b>									
YCD		TOKYO-MIT	0.140	05/01/15	0.140	50,000	17	3,305.56	0.142
YCD		TOKYO-MIT	0.140	05/01/15	0.140	50,000	17	3,305.56	0.142
YCD		SUMITOMO	0.140	05/01/15	0.140	50,000	18	3,500.00	0.142
YCD		SUMITOMO	0.140	05/01/15	0.140	50,000	18	3,500.00	0.142
YCD		TOKYO-MIT	0.150	05/01/15	0.150	50,000	21	4,375.00	0.152
YCD		TOKYO-MIT	0.150	05/01/15	0.150	50,000	21	4,375.00	0.152
YCD		TOKYO-MIT	0.150	05/01/15	0.150	50,000	21	4,375.00	0.152
YCD		SE BANKEN	0.100	05/01/15	0.100	50,000	44	6,111.11	0.101
YCD		SE BANKEN	0.100	05/01/15	0.100	50,000	44	6,111.11	0.101
YCD		SCOTIA	0.120	05/01/15	0.120	50,000	105	17,500.00	0.122
YCD		SCOTIA	0.120	05/01/15	0.120	50,000	105	17,500.00	0.122
YCD		NORDEA	0.160	05/01/15	0.160	50,000	106	23,555.56	0.162
YCD		NORDEA	0.160	05/01/15	0.160	50,000	106	23,555.56	0.162
YCD		SE BANKEN	0.190	05/01/15	0.190	50,000	114	30,083.33	0.193
YCD		SE BANKEN	0.190	05/01/15	0.190	50,000	114	30,083.33	0.193
YCD		NB CANADA	0.250	05/01/15	0.240	50,000	351	117,011.38	0.243
YCD		NB CANADA	0.250	05/01/15	0.240	50,000	351	117,011.38	0.243

### 05/01/15 NO PURCHASES

### 05/04/15 REDEMPTIONS

CD		BOWEST	0.250	05/04/15	0.250	50,000	140	48,611.11	0.253
CD		BOWEST	0.250	05/04/15	0.250	50,000	140	48,611.11	0.253
CP		BARCLY US		05/04/15	0.110	50,000	13	1,986.11	0.112
CP		BARCLY US		05/04/15	0.110	50,000	13	1,986.11	0.112
CP		BARCLY US		05/04/15	0.110	50,000	13	1,986.11	0.112
CP		BARCLY US		05/04/15	0.110	50,000	13	1,986.11	0.112
CP		GE CO		05/04/15	0.060	50,000	14	1,166.67	0.061
CP		GE CO		05/04/15	0.060	50,000	14	1,166.67	0.061
CP		GE CO		05/04/15	0.060	50,000	14	1,166.67	0.061
CP		BNP FIN		05/04/15	0.120	50,000	20	3,333.33	0.122
CP		BNP FIN		05/04/15	0.120	50,000	20	3,333.33	0.122
CP		BNP FIN		05/04/15	0.120	50,000	20	3,333.33	0.122
CP		BNP FIN		05/04/15	0.120	50,000	20	3,333.33	0.122
CP		BNP FIN		05/04/15	0.130	50,000	21	3,791.67	0.132
CP		BNP FIN		05/04/15	0.130	50,000	21	3,791.67	0.132
YCD		BNP	0.120	05/04/15	0.120	50,000	14	2,333.33	0.122
YCD		BNP	0.120	05/04/15	0.120	50,000	14	2,333.33	0.122
YCD		BNP	0.120	05/04/15	0.120	50,000	14	2,333.33	0.122
YCD		BNP	0.120	05/04/15	0.120	50,000	14	2,333.33	0.122
YCD		TOKYO-MIT	0.130	05/04/15	0.130	50,000	18	3,250.00	0.132
YCD		TOKYO-MIT	0.130	05/04/15	0.130	50,000	18	3,250.00	0.132
YCD		MONTREAL	0.080	05/04/15	0.080	50,000	19	2,111.11	0.081
YCD		MONTREAL	0.080	05/04/15	0.080	50,000	19	2,111.11	0.081
YCD		MONTREAL	0.080	05/04/15	0.080	50,000	19	2,111.11	0.081
YCD		MONTREAL	0.080	05/04/15	0.080	50,000	19	2,111.11	0.081
YCD		DNB	0.110	05/04/15	0.110	50,000	19	2,902.78	0.112
YCD		DNB	0.110	05/04/15	0.110	50,000	19	2,902.78	0.112

## INVESTMENT TRANSACTIONS

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>CPN (%)</u>	<u>MATURITY DATE</u>	<u>TRANS YIELD (%)</u>	<u>PAR (\$) (000)</u>	<u>DAYS HELD</u>	<u>AMOUNT EARNED (\$)</u>	<u>EFFECTIVE YIELD (%)</u>
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### 05/04/15 REDEMPTIONS (Continued)

YCD	SUMITOMO	0.140	05/04/15	0.140	50,000	20	3,888.89	0.142
YCD	SUMITOMO	0.140	05/04/15	0.140	50,000	20	3,888.89	0.142
YCD	NORINCHUK	0.160	05/04/15	0.160	50,000	46	10,222.22	0.162
YCD	NORINCHUK	0.160	05/04/15	0.160	50,000	46	10,222.22	0.162
YCD	NORINCHUK	0.160	05/04/15	0.160	50,000	46	10,222.22	0.162
YCD	NORINCHUK	0.160	05/04/15	0.160	50,000	46	10,222.22	0.162
YCD	NORINCHUK	0.160	05/04/15	0.160	50,000	46	10,222.22	0.162
YCD	NORINCHUK	0.160	05/04/15	0.160	50,000	46	10,222.22	0.162

### 05/04/15 PURCHASES

YCD	SOC GEN	0.130	05/18/15	0.130	50,000			
YCD	SOC GEN	0.130	05/18/15	0.130	50,000			
YCD	MONTREAL	0.110	05/27/15	0.110	50,000			
YCD	MONTREAL	0.110	05/27/15	0.110	50,000			
YCD	MONTREAL	0.110	05/27/15	0.110	50,000			
YCD	MONTREAL	0.110	05/27/15	0.110	50,000			
YCD	SOC GEN	0.130	05/27/15	0.130	50,000			
YCD	SOC GEN	0.130	05/27/15	0.130	50,000			
YCD	SOC GEN	0.130	05/27/15	0.130	50,000			
YCD	SOC GEN	0.130	05/27/15	0.130	50,000			
YCD	MONTREAL	0.110	06/01/15	0.110	50,000			
YCD	MONTREAL	0.110	06/01/15	0.110	50,000			
YCD	MONTREAL	0.110	06/01/15	0.110	50,000			
YCD	MONTREAL	0.110	06/01/15	0.110	50,000			

### 05/05/15 NO REDEMPTIONS

### 05/05/15 PURCHASES

CP	BARCLY US		05/11/15	0.130	50,000			
CP	BARCLY US		05/11/15	0.130	50,000			
CP	NISSAN		06/08/15	0.340	50,000			
YCD	DNB	0.120	05/18/15	0.120	50,000			
YCD	DNB	0.120	05/18/15	0.120	50,000			
YCD	SUMITOMO	0.140	05/18/15	0.140	50,000			
YCD	SUMITOMO	0.140	05/18/15	0.140	50,000			
YCD	CIBC	0.120	05/27/15	0.120	50,000			
YCD	CIBC	0.120	05/27/15	0.120	50,000			
YCD	BNP	0.130	06/01/15	0.130	50,000			
YCD	BNP	0.130	06/01/15	0.130	50,000			
YCD	BNP	0.130	06/01/15	0.130	50,000			
YCD	TOKYO-MIT	0.150	06/01/15	0.150	50,000			
YCD	TOKYO-MIT	0.150	06/01/15	0.150	50,000			
YCD	SUMITOMO	0.170	06/01/15	0.170	50,000			
YCD	SUMITOMO	0.170	06/01/15	0.170	50,000			
YCD	SE BANKEN	0.110	06/08/15	0.110	50,000			
YCD	SE BANKEN	0.110	06/08/15	0.110	50,000			

## INVESTMENT TRANSACTIONS

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>CPN (%)</u>	<u>MATURITY DATE</u>	<u>TRANS YIELD (%)</u>	<u>PAR (\$ (000))</u>	<u>DAYS HELD</u>	<u>AMOUNT EARNED (\$)</u>	<u>EFFECTIVE YIELD (%)</u>
<b>05/06/15 REDEMPTIONS</b>									
	YCD	DNB	0.110	05/06/15	0.110	50,000	13	1,986.11	0.112
	YCD	DNB	0.110	05/06/15	0.110	50,000	13	1,986.11	0.112
	YCD	DNB	0.110	05/06/15	0.110	50,000	13	1,986.11	0.112
	YCD	DNB	0.110	05/06/15	0.110	50,000	13	1,986.11	0.112
<b>05/06/15 NO PURCHASES</b>									
<b>05/07/15 REDEMPTIONS</b>									
	CP	TD USA		05/07/15	0.110	50,000	10	1,527.78	0.112
	CP	TD USA		05/07/15	0.110	50,000	10	1,527.78	0.112
	CP	TD USA		05/07/15	0.110	50,000	10	1,527.78	0.112
	CP	TD USA		05/07/15	0.120	50,000	15	2,500.00	0.122
	CP	TD USA		05/07/15	0.120	50,000	15	2,500.00	0.122
	CP	GE CO		05/07/15	0.060	50,000	16	1,333.33	0.061
	CP	GE CO		05/07/15	0.060	50,000	16	1,333.33	0.061
	CP	GE CO		05/07/15	0.060	50,000	16	1,333.33	0.061
	CP	GE CO		05/07/15	0.060	50,000	16	1,333.33	0.061
	CP	GECC		05/07/15	0.100	50,000	56	7,777.78	0.101
	CP	TOYOTA		05/07/15	0.110	50,000	56	8,555.56	0.112
	CP	TOYOTA		05/07/15	0.110	50,000	56	8,555.56	0.112
	CP	TOYOTA		05/07/15	0.120	50,000	71	11,833.33	0.122
	CP	TOYOTA		05/07/15	0.120	50,000	71	11,833.33	0.122
	YCD	BNP	0.120	05/07/15	0.120	50,000	15	2,500.00	0.122
	YCD	BNP	0.120	05/07/15	0.120	50,000	15	2,500.00	0.122
	YCD	BNP	0.120	05/07/15	0.120	50,000	15	2,500.00	0.122
	YCD	BNP	0.120	05/07/15	0.120	50,000	15	2,500.00	0.122
<b>05/07/15 PURCHASES</b>									
	CP	GECC		06/01/15	0.080	50,000			
	CP	GECC		06/01/15	0.080	50,000			
	CP	JPM LLC		09/01/15	0.270	50,000			
	CP	JPM LLC		09/01/15	0.270	50,000			
	CP	JPM LLC		09/01/15	0.270	50,000			
	YCD	LLOYDS	0.140	06/01/15	0.140	50,000			
	YCD	LLOYDS	0.140	06/01/15	0.140	50,000			
<b>05/08/15 REDEMPTIONS</b>									
	CP	NISSAN		05/08/15	0.280	50,000	21	8,166.67	0.284
	YCD	SUMITOMO	0.130	05/08/15	0.130	50,000	10	1,805.56	0.132
	YCD	SUMITOMO	0.130	05/08/15	0.130	50,000	10	1,805.56	0.132
<b>05/08/15 PURCHASES</b>									
	CP	GECC		06/08/15	0.090	50,000			
	CP	GECC		06/08/15	0.090	50,000			

## INVESTMENT TRANSACTIONS

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>CPN (%)</u>	<u>MATURITY DATE</u>	<u>TRANS YIELD (%)</u>	<u>PAR (\$) (000)</u>	<u>DAYS HELD</u>	<u>AMOUNT EARNED (\$)</u>	<u>EFFECTIVE YIELD (%)</u>
<b>05/08/15 PURCHASES (Continued)</b>									
	YCD	SOC GEN	0.130	05/29/15	0.130	50,000			
	YCD	SOC GEN	0.130	05/29/15	0.130	50,000			
	YCD	SOC GEN	0.130	05/29/15	0.130	50,000			
<b>05/11/15 REDEMPTIONS</b>									
	CP	BARCLY US		05/11/15	0.130	50,000	6	1,083.33	0.132
	CP	BARCLY US		05/11/15	0.130	50,000	6	1,083.33	0.132
	CP	GE CO		05/11/15	0.060	50,000	20	1,666.67	0.061
	CP	GE CO		05/11/15	0.060	50,000	20	1,666.67	0.061
	YCD	LLOYDS	0.130	05/11/15	0.130	50,000	13	2,347.22	0.132
	YCD	LLOYDS	0.130	05/11/15	0.130	50,000	13	2,347.22	0.132
	YCD	LLOYDS	0.130	05/11/15	0.130	50,000	13	2,347.22	0.132
	YCD	LLOYDS	0.130	05/11/15	0.130	50,000	13	2,347.22	0.132
<b>05/11/15 PURCHASES</b>									
	CP	GE CO		06/01/15	0.090	50,000			
	CP	GE CO		06/01/15	0.090	50,000			
	CP	GE CO		06/01/15	0.090	50,000			
	CP	GE CO		06/08/15	0.090	50,000			
	CP	GE CO		06/08/15	0.090	50,000			
	YCD	DNB	0.120	05/27/15	0.120	50,000			
	YCD	DNB	0.120	05/27/15	0.120	50,000			
<b>05/12/15 NO REDEMPTIONS</b>									
<b>05/12/15 NO PURCHASES</b>									
<b>05/13/15 NO REDEMPTIONS</b>									
<b>05/13/15 PURCHASES</b>									
	CP	NISSAN		05/27/15	0.300	50,000			
	CP	GECC		06/08/15	0.090	50,000			
	CP	MUFG UNION		06/08/15	0.150	50,000			
	CP	MUFG UNION		06/08/15	0.150	50,000			
<b>05/14/15 NO REDEMPTIONS</b>									
<b>05/14/15 PURCHASES</b>									
	CP	GE CO		06/08/15	0.100	50,000			
	CP	GE CO		06/08/15	0.100	50,000			
	CP	TOYOTA		09/01/15	0.180	50,000			
	CP	TOYOTA		09/01/15	0.180	50,000			
	CP	TOYOTA		10/01/15	0.210	50,000			
	CP	TOYOTA		10/01/15	0.210	50,000			
	TR	NOTE	0.500	04/30/17	0.580	50,000			
	TR	NOTE	0.500	04/30/17	0.580	50,000			

## INVESTMENT TRANSACTIONS

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>CPN (%)</u>	<u>MATURITY DATE</u>	<u>TRANS YIELD (%)</u>	<u>PAR (\$) (000)</u>	<u>DAYS HELD</u>	<u>AMOUNT EARNED (\$)</u>	<u>EFFECTIVE YIELD (%)</u>
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### 05/14/15 PURCHASES (Continued)

YCD	BNP		0.110	05/27/15	0.110	50,000			
YCD	BNP		0.110	05/27/15	0.110	50,000			
YCD	DNB		0.120	06/01/15	0.120	50,000			
YCD	DNB		0.120	06/01/15	0.120	50,000			
YCD	SUMITOMO		0.150	06/01/15	0.150	50,000			
YCD	SUMITOMO		0.150	06/01/15	0.150	50,000			
YCD	CIBC		0.130	06/29/15	0.130	50,000			
YCD	CIBC		0.130	06/29/15	0.130	50,000			
YCD	SE BANKEN		0.170	07/27/15	0.170	50,000			
YCD	SE BANKEN		0.170	07/27/15	0.170	50,000			
YCD	NORINCHUK		0.250	08/19/15	0.250	50,000			
YCD	NORINCHUK		0.250	08/19/15	0.250	50,000			

### 05/15/15 REDEMPTIONS

TR	NOTE		0.250	05/15/15	0.301	50,000	848	349,339.61	0.301
TR	NOTE		0.250	05/15/15	0.301	50,000	848	349,339.61	0.301
TR	NOTE		0.250	05/15/15	0.301	50,000	848	349,339.61	0.301
TR	NOTE		0.250	05/15/15	0.301	50,000	848	349,339.61	0.301
TR	NOTE		0.250	05/15/15	0.302	50,000	848	352,237.91	0.302
TR	NOTE		0.250	05/15/15	0.302	50,000	848	352,237.91	0.302
TR	NOTE		0.250	05/15/15	0.302	50,000	848	352,237.91	0.302
TR	NOTE		0.250	05/15/15	0.302	50,000	848	352,237.91	0.302
TR	NOTE		0.250	05/15/15	0.304	50,000	851	355,233.22	0.304
TR	NOTE		0.250	05/15/15	0.304	50,000	851	355,233.22	0.304

### 05/15/15 PURCHASES

TR	BILL			04/28/16	0.194	50,000			
TR	BILL			04/28/16	0.194	50,000			
YCD	SOC GEN	0.120		05/27/15	0.120	50,000			
YCD	SOC GEN	0.120		05/27/15	0.120	50,000			
YCD	MONTREAL	0.110		05/29/15	0.110	50,000			
YCD	MONTREAL	0.110		05/29/15	0.110	50,000			
YCD	DNB	0.120		05/29/15	0.120	50,000			
YCD	DNB	0.120		05/29/15	0.120	50,000			
YCD	TOKYO-MIT	0.140		06/08/15	0.140	50,000			
YCD	TOKYO-MIT	0.140		06/08/15	0.140	50,000			
YCD	LLOYDS	0.170		06/26/15	0.170	50,000			
YCD	LLOYDS	0.170		06/26/15	0.170	50,000			
YCD	LLOYDS	0.170		06/26/15	0.170	50,000			

### 05/18/15 REDEMPTIONS

CD	MUFG UNION	0.120		05/18/15	0.120	50,000	27	4,500.00	0.122
CD	MUFG UNION	0.120		05/18/15	0.120	50,000	27	4,500.00	0.122
CD	MUFG UNION	0.120		05/18/15	0.120	50,000	27	4,500.00	0.122
CD	MUFG UNION	0.120		05/18/15	0.120	50,000	27	4,500.00	0.122
CP	BARCLY US			05/18/15	0.130	50,000	20	3,611.11	0.132
CP	BARCLY US			05/18/15	0.130	50,000	20	3,611.11	0.132

## INVESTMENT TRANSACTIONS

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>CPN (%)</u>	<u>MATURITY DATE</u>	<u>TRANS YIELD (%)</u>	<u>PAR (\$) (000)</u>	<u>DAYS HELD</u>	<u>AMOUNT EARNED (\$)</u>	<u>EFFECTIVE YIELD (%)</u>
<b>05/18/15 REDEMPTIONS (Continued)</b>									
	CP	GE CO		05/18/15	0.070	50,000	26	2,527.78	0.071
	CP	GE CO		05/18/15	0.070	50,000	26	2,527.78	0.071
	CP	TD USA		05/18/15	0.130	50,000	33	5,958.33	0.132
	CP	TD USA		05/18/15	0.130	50,000	33	5,958.33	0.132
	CP	TD USA		05/18/15	0.130	50,000	33	5,958.33	0.132
	YCD	DNB	0.120	05/18/15	0.120	50,000	13	2,166.67	0.122
	YCD	DNB	0.120	05/18/15	0.120	50,000	13	2,166.67	0.122
	YCD	SUMITOMO	0.140	05/18/15	0.140	50,000	13	2,527.78	0.142
	YCD	SUMITOMO	0.140	05/18/15	0.140	50,000	13	2,527.78	0.142
	YCD	SOC GEN	0.130	05/18/15	0.130	50,000	14	2,527.78	0.132
	YCD	SOC GEN	0.130	05/18/15	0.130	50,000	14	2,527.78	0.132
	YCD	BNP	0.120	05/18/15	0.120	50,000	18	3,000.00	0.122
	YCD	MIZUHO	0.250	05/18/15	0.160	50,000	19	4,224.50	0.162
	YCD	MIZUHO	0.250	05/18/15	0.160	50,000	19	4,224.50	0.162
	YCD	DNB	0.120	05/18/15	0.120	50,000	67	11,166.67	0.122
	YCD	DNB	0.120	05/18/15	0.120	50,000	67	11,166.67	0.122
<b>05/18/15 PURCHASES</b>									
	CP	GE CO		06/08/15	0.100	50,000			
	CP	GE CO		06/08/15	0.100	50,000			
	YCD	DNB	0.120	06/01/15	0.120	50,000			
	YCD	DNB	0.120	06/01/15	0.120	50,000			
	YCD	SUMITOMO	0.150	06/08/15	0.150	50,000			
	YCD	SUMITOMO	0.150	06/08/15	0.150	50,000			
<b>05/19/15 NO REDEMPTIONS</b>									
<b>05/19/15 PURCHASES</b>									
	TR	NOTE	0.500	02/28/17	0.537	50,000			
	TR	NOTE	0.500	02/28/17	0.537	50,000			
<b>05/20/15 REDEMPTIONS</b>									
	CP	NISSAN		05/20/15	0.300	50,000	29	12,083.33	0.304
<b>05/20/15 NO PURCHASES</b>									
<b>05/21/15 NO REDEMPTIONS</b>									
<b>05/21/15 PURCHASES</b>									
	CD	MUFG UNION	0.130	06/08/15	0.130	50,000			
	CD	MUFG UNION	0.130	06/08/15	0.130	50,000			
	CP	BARCLY US		06/01/15	0.120	50,000			
	CP	BARCLY US		06/01/15	0.120	50,000			
	CP	BARCLY US		06/08/15	0.120	50,000			
	CP	BARCLY US		06/08/15	0.120	50,000			
	DEB	FHLB	0.250	05/18/16	0.315	50,000			

## INVESTMENT TRANSACTIONS

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>CPN (%)</u>	<u>MATURITY DATE</u>	<u>TRANS YIELD (%)</u>	<u>PAR (\$) (000)</u>	<u>DAYS HELD</u>	<u>AMOUNT EARNED (\$)</u>	<u>EFFECTIVE YIELD (%)</u>
<b>05/21/15 PURCHASES (Continued)</b>									
	TR	NOTE	0.500	02/28/17	0.533	50,000			
	TR	NOTE	0.500	02/28/17	0.533	50,000			
	TR	NOTE	0.500	02/28/17	0.533	50,000			
	TR	NOTE	0.500	04/30/17	0.597	50,000			
	TR	NOTE	0.500	04/30/17	0.597	50,000			
	TR	NOTE	0.500	04/30/17	0.614	50,000			
	TR	NOTE	0.500	04/30/17	0.614	50,000			
	TR	NOTE	1.000	05/15/18	1.000	50,000			
	TR	NOTE	1.000	05/15/18	1.000	50,000			
	YCD	BNP	0.110	06/01/15	0.110	50,000			
	YCD	BNP	0.110	06/01/15	0.110	50,000			
	YCD	BNP	0.110	06/01/15	0.110	50,000			
	YCD	DNB	0.110	06/08/15	0.110	50,000			
	YCD	DNB	0.110	06/08/15	0.110	50,000			
	YCD	LLOYDS	0.140	06/08/15	0.140	50,000			
	YCD	LLOYDS	0.140	06/08/15	0.140	50,000			
	YCD	LLOYDS	0.140	06/08/15	0.140	50,000			
	YCD	SUMITOMO	0.150	06/08/15	0.150	50,000			
	YCD	SUMITOMO	0.150	06/08/15	0.150	50,000			
<b>05/22/15 REDEMPTIONS</b>									
	YCD	NB CANADA	0.260	05/22/15	0.260	50,000	364	131,444.44	0.264
	YCD	NB CANADA	0.260	05/22/15	0.260	50,000	364	131,444.44	0.264
<b>05/22/15 PURCHASES</b>									
	YCD	BNP	0.120	06/08/15	0.120	50,000			
	YCD	BNP	0.120	06/08/15	0.120	50,000			
	YCD	TOKYO-MIT	0.130	06/08/15	0.130	50,000			
	YCD	TOKYO-MIT	0.130	06/08/15	0.130	50,000			
<b>05/26/15 NO REDEMPTIONS</b>									
<b>05/26/15 PURCHASES</b>									
	CD	BOWEST	0.120	07/01/15	0.120	50,000			
	CD	BOWEST	0.120	07/01/15	0.120	50,000			
	CD	MUFG UNION	0.170	07/01/15	0.170	50,000			
	CD	MUFG UNION	0.170	07/01/15	0.170	50,000			
	CP	BARCLY US		05/29/15	0.120	50,000			
	CP	BARCLY US		05/29/15	0.120	50,000			
	CP	GE CO		06/01/15	0.080	50,000			
	CP	GE CO		06/01/15	0.080	50,000			
	DN	FNMA		02/01/16	0.160	50,000			
	DN	FNMA		02/01/16	0.160	50,000			
	DN	FNMA		04/01/16	0.225	50,000			
	DN	FNMA		04/01/16	0.225	50,000			
	DN	FNMA		05/02/16	0.260	50,000			
	DN	FNMA		05/02/16	0.260	50,000			

## INVESTMENT TRANSACTIONS

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>CPN (%)</u>	<u>MATURITY DATE</u>	<u>TRANS YIELD (%)</u>	<u>PAR (\$) (000)</u>	<u>DAYS HELD</u>	<u>AMOUNT EARNED (\$)</u>	<u>EFFECTIVE YIELD (%)</u>
<b>05/26/15 PURCHASES (Continued)</b>									
	DN	FNMA		05/02/16	0.260	50,000			
	DN	FNMA		05/02/16	0.260	50,000			
	TR	NOTE	0.500	04/30/17	0.629	50,000			
	TR	NOTE	0.500	04/30/17	0.629	50,000			
	TR	NOTE	0.500	04/30/17	0.629	50,000			
	TR	NOTE	0.500	04/30/17	0.629	50,000			
	TR	NOTE	0.500	04/30/17	0.629	50,000			
	TR	NOTE	0.500	04/30/17	0.629	50,000			
	TR	NOTE	0.500	04/30/17	0.629	50,000			
	TR	NOTE	0.500	04/30/17	0.629	50,000			
	YCD	BNP	0.110	06/04/15	0.110	50,000			
	YCD	BNP	0.110	06/04/15	0.110	50,000			
	YCD	TOKYO-MIT	0.120	06/05/15	0.120	50,000			
	YCD	TOKYO-MIT	0.120	06/05/15	0.120	50,000			
	YCD	MONTREAL	0.080	06/26/15	0.080	50,000			
	YCD	MONTREAL	0.080	06/26/15	0.080	50,000			
	YCD	NORINCHUK	0.200	07/27/15	0.200	50,000			
	YCD	NORINCHUK	0.200	07/27/15	0.200	50,000			

### 05/27/15 REDEMPTIONS

	CD	MUFG UNION	0.120	05/27/15	0.120	50,000	42	7,000.00	0.122
	CD	MUFG UNION	0.120	05/27/15	0.120	50,000	42	7,000.00	0.122
	CP	NISSAN		05/27/15	0.300	50,000	14	5,833.33	0.304
	CP	BARCLY US		05/27/15	0.120	50,000	28	4,666.67	0.122
	CP	BARCLY US		05/27/15	0.120	50,000	28	4,666.67	0.122
	CP	TOYOTA		05/27/15	0.160	50,000	97	21,555.56	0.162
	CP	TOYOTA		05/27/15	0.160	50,000	97	21,555.56	0.162
	DN	FHLMC		05/27/15	0.130	50,000	343	61,930.56	0.132
	DN	FHLMC		05/27/15	0.130	50,000	343	61,930.56	0.132
	YCD	SOC GEN	0.120	05/27/15	0.120	50,000	12	2,000.00	0.122
	YCD	SOC GEN	0.120	05/27/15	0.120	50,000	12	2,000.00	0.122
	YCD	BNP	0.110	05/27/15	0.110	50,000	13	1,986.11	0.112
	YCD	BNP	0.110	05/27/15	0.110	50,000	13	1,986.11	0.112
	YCD	DNB	0.120	05/27/15	0.120	50,000	16	2,666.67	0.122
	YCD	DNB	0.120	05/27/15	0.120	50,000	16	2,666.67	0.122
	YCD	CIBC	0.120	05/27/15	0.120	50,000	22	3,666.67	0.122
	YCD	CIBC	0.120	05/27/15	0.120	50,000	22	3,666.67	0.122
	YCD	MONTREAL	0.110	05/27/15	0.110	50,000	23	3,513.89	0.112
	YCD	MONTREAL	0.110	05/27/15	0.110	50,000	23	3,513.89	0.112
	YCD	MONTREAL	0.110	05/27/15	0.110	50,000	23	3,513.89	0.112
	YCD	MONTREAL	0.110	05/27/15	0.110	50,000	23	3,513.89	0.112
	YCD	SOC GEN	0.130	05/27/15	0.130	50,000	23	4,152.78	0.132
	YCD	SOC GEN	0.130	05/27/15	0.130	50,000	23	4,152.78	0.132
	YCD	SOC GEN	0.130	05/27/15	0.130	50,000	23	4,152.78	0.132
	YCD	SOC GEN	0.130	05/27/15	0.130	50,000	23	4,152.78	0.132
	YCD	SUMITOMO	0.170	05/27/15	0.170	50,000	28	6,611.11	0.172
	YCD	SUMITOMO	0.170	05/27/15	0.170	50,000	28	6,611.11	0.172
	YCD	BNP	0.140	05/27/15	0.140	50,000	29	5,638.89	0.142
	YCD	BNP	0.140	05/27/15	0.140	50,000	29	5,638.89	0.142

## INVESTMENT TRANSACTIONS

<u>DATE</u>	<u>TYPE</u>	<u>a/</u> <u>DESCRIPTION</u>	<u>CPN (%)</u>	<u>MATURITY</u> <u>DATE</u>	<u>TRANS</u> <u>YIELD (%)</u>	<u>PAR (\$)</u> <u>(000)</u>	<u>DAYS</u> <u>HELD</u>	<u>AMOUNT</u> <u>EARNED (\$)</u>	<u>EFFECTIVE</u> <u>YIELD (%)</u>
<b>05/27/15 REDEMPTIONS (Continued)</b>									
YCD		TOKYO-MIT	0.170	05/27/15	0.170	50,000	35	8,263.89	0.172
YCD		TOKYO-MIT	0.170	05/27/15	0.170	50,000	35	8,263.89	0.172
YCD		TOKYO-MIT	0.170	05/27/15	0.170	50,000	35	8,263.89	0.172
YCD		TOKYO-MIT	0.170	05/27/15	0.170	50,000	35	8,263.89	0.172
YCD		ANZ	0.160	05/27/15	0.160	50,000	190	42,222.22	0.162
<b>05/27/15 PURCHASES</b>									
CP		GECC		09/08/15	0.150	50,000			
DN		FNMA		05/02/16	0.250	50,000			
DN		FNMA		05/02/16	0.250	50,000			
YCD		BNP	0.110	06/08/15	0.110	50,000			
YCD		BNP	0.110	06/08/15	0.110	50,000			
YCD		BNP	0.130	06/26/15	0.130	50,000			
YCD		BNP	0.130	06/26/15	0.130	50,000			
YCD		MONTREAL	0.070	06/29/15	0.070	50,000			
YCD		MONTREAL	0.070	06/29/15	0.070	50,000			
YCD		MONTREAL	0.070	06/29/15	0.070	50,000			
YCD		MONTREAL	0.070	06/29/15	0.070	50,000			
YCD		NORINCHUK	0.200	07/31/15	0.200	50,000			
YCD		NORINCHUK	0.200	07/31/15	0.200	50,000			
YCD		NORINCHUK	0.200	07/31/15	0.200	50,000			
YCD		NORINCHUK	0.200	07/31/15	0.200	50,000			
YCD		SCOTIA	0.120	08/31/15	0.120	50,000			
YCD		SCOTIA	0.120	08/31/15	0.120	50,000			
<b>05/28/15 REDEMPTIONS</b>									
TR		BILL		05/28/15	0.099	50,000	345	47,317.71	0.100
TR		BILL		05/28/15	0.099	50,000	345	47,317.71	0.100
TR		BILL		05/28/15	0.100	50,000	349	48,472.22	0.101
TR		BILL		05/28/15	0.100	50,000	349	48,472.22	0.101
TR		BILL		05/28/15	0.100	50,000	349	48,472.22	0.101
TR		BILL		05/28/15	0.100	50,000	349	48,472.22	0.101
TR		BILL		05/28/15	0.100	50,000	349	48,472.22	0.101
TR		BILL		05/28/15	0.100	50,000	349	48,472.22	0.101
TR		BILL		05/28/15	0.095	50,000	360	47,500.00	0.096
TR		BILL		05/28/15	0.095	50,000	360	47,500.00	0.096
TR		BILL		05/28/15	0.093	50,000	364	47,016.67	0.094
TR		BILL		05/28/15	0.100	50,000	364	50,555.56	0.101
TR		BILL		05/28/15	0.100	50,000	364	50,555.56	0.101
<b>05/28/15 PURCHASES</b>									
CP		GE CO		06/26/15	0.090	50,000			
CP		GE CO		06/26/15	0.090	50,000			
DEB		FHLB	0.340	06/20/16	0.361	50,000			
DN		FHLB		05/26/16	0.290	50,000			
TR		BILL		05/26/16	0.241	50,000			
TR		BILL		05/26/16	0.241	50,000			

## INVESTMENT TRANSACTIONS

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>CPN (%)</u>	<u>MATURITY DATE</u>	<u>TRANS YIELD (%)</u>	<u>PAR (\$) (000)</u>	<u>DAYS HELD</u>	<u>AMOUNT EARNED (\$)</u>	<u>EFFECTIVE YIELD (%)</u>
<b>05/28/15 PURCHASES (Continued)</b>									
	TR	BILL		05/26/16	0.243	50,000			
	TR	BILL		05/26/16	0.243	50,000			
	TR	BILL		05/26/16	0.248	50,000			
	TR	BILL		05/26/16	0.248	50,000			
	TR	BILL		05/26/16	0.248	50,000			
	TR	BILL		05/26/16	0.248	50,000			
	TR	BILL		05/26/16	0.248	50,000			
	TR	BILL		05/26/16	0.248	50,000			
	TR	BILL		05/26/16	0.248	50,000			
	TR	BILL		05/26/16	0.248	50,000			
	TR	BILL		05/26/16	0.248	50,000			
	TR	BILL		05/26/16	0.250	50,000			
	TR	BILL		05/26/16	0.250	50,000			
	YCD	SUMITOMO	0.170	07/01/15	0.170	50,000			
<b>05/29/15 REDEMPTIONS</b>									
	CP	BARCLY US		05/29/15	0.120	50,000	3	500.00	0.122
	CP	BARCLY US		05/29/15	0.120	50,000	3	500.00	0.122
	CP	GE CO		05/29/15	0.080	50,000	30	3,333.33	0.081
	CP	GE CO		05/29/15	0.080	50,000	30	3,333.33	0.081
	YCD	MONTREAL	0.110	05/29/15	0.110	50,000	14	2,138.89	0.112
	YCD	MONTREAL	0.110	05/29/15	0.110	50,000	14	2,138.89	0.112
	YCD	DNB	0.120	05/29/15	0.120	50,000	14	2,333.33	0.122
	YCD	DNB	0.120	05/29/15	0.120	50,000	14	2,333.33	0.122
	YCD	SOC GEN	0.130	05/29/15	0.130	50,000	21	3,791.67	0.132
	YCD	SOC GEN	0.130	05/29/15	0.130	50,000	21	3,791.67	0.132
	YCD	SOC GEN	0.130	05/29/15	0.130	50,000	21	3,791.67	0.132
	YCD	CIBC	0.100	05/29/15	0.100	50,000	29	4,027.78	0.101
	YCD	CIBC	0.100	05/29/15	0.100	50,000	29	4,027.78	0.101
	YCD	CIBC	0.120	05/29/15	0.120	50,000	31	5,166.67	0.122
	YCD	CIBC	0.120	05/29/15	0.120	50,000	31	5,166.67	0.122
<b>05/29/15 NO PURCHASES</b>									
<b>05/31/15 REDEMPTIONS</b>									
	TR	NOTE	0.250	05/31/15	0.322	50,000	718	316,214.14	0.322
	TR	NOTE	0.250	05/31/15	0.322	50,000	718	316,214.14	0.322
	TR	NOTE	0.250	05/31/15	0.322	50,000	718	316,214.14	0.322
	TR	NOTE	0.250	05/31/15	0.322	50,000	718	316,214.14	0.322
	TR	NOTE	0.250	05/31/15	0.322	50,000	719	317,159.44	0.321
	TR	NOTE	0.250	05/31/15	0.322	50,000	719	317,159.44	0.321

## FOOTNOTES

- a/ The abbreviations indicate the type of security purchased, sold, or redeemed:
- |         |  |
|---------|--|
| BA      | Bankers Acceptances  |
| BN      | Bank Notes   |
| CB      | Corporate Bonds  |
| CB FR   | Floating Rate Corporate Bonds  |
| CD      | Negotiable Certificates of Deposit   |
| CD FR   | Floating Rate Negotiable Certificates of Deposit   |
| CP      | Commercial Paper   |
| DEB     | Federal/Supranational Agency Debentures – Federal Home Loan Bank (FHLB), Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Federal Farm Credit Bank (FFCB), Federal Land Banks (FLB), Federal Intermediate Credit Banks (FICB), Central Bank for Cooperatives (CBC), Tennessee Valley Authority (TVA), Commodity Credit Corporation (CCC), International Bank for Reconstruction and Development (IBRD). |
| DEB FR  | Federal/Supranational Agency Floating Rate Debentures – FHLB, FHLMC, FNMA, FFCB, FLB, FICB, CBC, TVA, CCC, IBRD.   |
| DN      | Federal/Supranational Agency Discount Notes- FHLB, FHLMC, FNMA, FFCB, FLB, FICB, CBC, TVA, CCC, IBRD.  |
| PC      | Federal Agency Mortgage-backed Pass-through Certificates – FHLMC, FNMA, Government National Mortgage Investment Conduit (GNMA)   |
| POOL FR | Floating Rate Small Business Administration (SBA) Loan Pools   |
| REMIC   | Federal Agency Real Estate Mortgage Investment Conduits – FHLMC, FNMA  |
| TR      | U.S. Treasury Bills, Notes   |
| YCD     | Negotiable Yankee Certificates of Deposit  |
| YCD FR  | Floating Rate Negotiable Yankee Certificates of Deposit  |
- b/ Industry standard purchase yield calculation
- c/ Repurchase Agreement
- d/ Par amount of securities purchased, sold or redeemed
- e/ Securities were purchased and sold as of the same date
- f/ Repurchase Agreement against Reverse Repurchase Agreement
- g/ Outright purchase against Reverse Repurchase Agreement
- h/ Security “SWAP” transactions
- i/ Buy back agreement
- |     |   |
|-----|---|
| RRP | Termination of Reverse Repurchase Agreement |
| RRS | Reverse Repurchase Agreement                |

## TIME DEPOSITS

<b>FINANCIAL INSTITUTION</b>	<b>DEPOSIT</b>		<b>PAR</b>	<b>MATURITY</b>
	<b>DATE</b>	<b>YIELD (%)</b>	<b>AMOUNT (\$)</b>	<b>DATE</b>
<b>ALHAMBRA</b>				
New Omni Bank, NA	12/18/14	0.130	5,000,000.00	06/18/15
New Omni Bank, NA	01/07/15	0.110	1,000,000.00	07/08/15
New Omni Bank, NA	01/22/15	0.090	2,000,000.00	07/23/15
New Omni Bank, NA	05/07/15	0.040	2,000,000.00	08/06/15
New Omni Bank, NA	05/15/15	0.040	2,000,000.00	08/14/15
New Omni Bank, NA	02/26/15	0.100	6,500,000.00	08/27/15
New Omni Bank, NA	05/28/15	0.040	1,500,000.00	08/27/15
New Omni Bank, NA	03/06/15	0.110	1,000,000.00	09/04/15
New Omni Bank, NA	03/13/15	0.120	2,000,000.00	09/11/15
New Omni Bank, NA	04/16/15	0.110	2,000,000.00	10/15/15
New Omni Bank, NA	04/23/15	0.120	2,000,000.00	10/22/15
New Omni Bank, NA	04/30/15	0.110	2,000,000.00	10/29/15
<b>AUBURN</b>				
Community 1st Bank	01/30/15	0.130	3,000,000.00	07/31/15
Community 1st Bank	03/20/15	0.210	2,000,000.00	09/18/15
Community 1st Bank	04/08/15	0.140	4,000,000.00	10/07/15
Community 1st Bank	04/22/15	0.130	2,000,000.00	10/21/15
<b>BREA</b>				
Pacific Western Bank	01/09/15	0.140	10,000,000.00	07/10/15
Pacific Western Bank	01/28/15	0.120	40,000,000.00	07/29/15
Pacific Western Bank	02/25/15	0.110	50,000,000.00	08/26/15
Pacific Western Bank	03/18/15	0.180	40,000,000.00	09/16/15
<b>BUENA PARK</b>				
Uniti Bank	03/06/15	0.040	3,000,000.00	06/05/15
<b>CHICO</b>				
Tri Counties Bank	03/11/15	0.050	5,000,000.00	06/10/15
<b>DIAMOND BAR</b>				
Prospectors Federal Credit Union	03/12/15	0.140	4,000,000.00	09/10/15
<b>EL MONTE</b>				
Cathay Bank	01/23/15	0.120	50,000,000.00	07/24/15
Cathay Bank	03/20/15	0.200	50,000,000.00	09/18/15
Cathay Bank	05/28/15	0.120	50,000,000.00	11/19/15
<b>ENCINO</b>				
California United Bank	04/02/15	0.160	10,000,000.00	10/01/15
<b>FAIRFIELD</b>				
Westamerica Bank	02/04/15	0.090	25,000,000.00	08/05/15

## TIME DEPOSITS

<u>FINANCIAL INSTITUTION</u>	<u>DEPOSIT</u>		<u>PAR</u>	<u>MATURITY</u>
	<u>DATE</u>	<u>YIELD (%)</u>	<u>AMOUNT (\$)</u>	<u>DATE</u>
<b>FOLSOM</b>				
Folsom Lake Bank	03/04/15	0.060	3,000,000.00	06/03/15
Folsom Lake Bank	04/15/15	0.060	1,500,000.00	07/15/15
Folsom Lake Bank	05/01/15	0.060	3,500,000.00	07/31/15
SAFE Credit Union	03/06/15	0.070	5,000,000.00	06/05/15
Sierra Vista Bank	05/06/15	0.050	1,500,000.00	08/05/15
Sierra Vista Bank	05/20/15	0.120	1,000,000.00	11/18/15
<b>FRESNO</b>				
Central Valley Community Bank	05/27/15	0.070	5,000,000.00	08/26/15
Central Valley Community Bank	03/12/15	0.140	5,000,000.00	09/10/15
<b>GOLETA</b>				
Community West Bank	05/29/15	0.040	13,000,000.00	08/28/15
<b>IRVINE</b>				
Banc of California, NA	05/22/15	0.130	100,000,000.00	11/20/15
CommerceWest Bank	03/13/15	0.040	5,000,000.00	06/12/15
CommerceWest Bank	04/16/15	0.040	5,000,000.00	07/16/15
CommerceWest Bank	01/30/15	0.100	2,500,000.00	07/31/15
CommerceWest Bank	05/07/15	0.040	2,500,000.00	08/06/15
First Foundation Bank	12/05/14	0.120	10,000,000.00	06/05/15
First Foundation Bank	02/11/15	0.130	12,000,000.00	08/12/15
First Foundation Bank	03/05/15	0.120	22,000,000.00	09/03/15
First Foundation Bank	04/10/15	0.140	12,000,000.00	10/09/15
<b>LAFAYETTE</b>				
California Bank of Commerce	01/15/15	0.110	5,000,000.00	07/16/15
California Bank of Commerce	03/13/15	0.120	10,000,000.00	09/11/15
California Bank of Commerce	05/14/15	0.110	5,000,000.00	11/12/15
<b>LODI</b>				
Farmers & Merchants Bk Cen CA	03/04/15	0.040	35,000,000.00	06/03/15
Farmers & Merchants Bk Cen CA	03/11/15	0.030	20,000,000.00	06/10/15
Farmers & Merchants Bk Cen CA	04/08/15	0.030	25,000,000.00	07/08/15
Farmers & Merchants Bk Cen CA	04/17/15	0.050	35,000,000.00	07/17/15
Farmers & Merchants Bk Cen CA	04/23/15	0.050	35,000,000.00	07/23/15
<b>LOS ANGELES</b>				
1st Century Bank, NA	04/15/15	0.060	18,000,000.00	07/15/15
1st Century Bank, NA	04/22/15	0.060	8,000,000.00	07/15/15
1st Century Bank, NA	05/15/15	0.060	20,000,000.00	08/14/15
Bank Leumi USA	04/22/15	0.070	30,000,000.00	07/22/15
Bank Leumi USA	05/06/15	0.050	20,000,000.00	08/05/15
BBCN Bank	03/04/15	0.040	90,000,000.00	06/03/15
BBCN Bank	03/13/15	0.040	75,000,000.00	06/12/15
BBCN Bank	04/09/15	0.050	90,000,000.00	07/09/15
BBCN Bank	04/15/15	0.040	45,000,000.00	07/15/15

## TIME DEPOSITS

<u>FINANCIAL INSTITUTION</u>	<u>DEPOSIT</u> <u>DATE</u>	<u>YIELD (%)</u>	<u>PAR</u> <u>AMOUNT (\$)</u>	<u>MATURITY</u> <u>DATE</u>
<b>LOS ANGELES (Continued)</b>				
Commonwealth Business Bank	03/06/15	0.020	5,000,000.00	06/05/15
Commonwealth Business Bank	03/13/15	0.020	5,000,000.00	06/12/15
Commonwealth Business Bank	03/20/15	0.050	5,000,000.00	06/19/15
Commonwealth Business Bank	03/27/15	0.030	5,000,000.00	06/26/15
Commonwealth Business Bank	04/03/15	0.040	10,000,000.00	07/03/15
Commonwealth Business Bank	04/10/15	0.030	5,000,000.00	07/10/15
Commonwealth Business Bank	01/16/15	0.090	3,500,000.00	07/17/15
Commonwealth Business Bank	05/01/15	0.020	10,000,000.00	07/31/15
Commonwealth Business Bank	05/15/15	0.020	5,000,000.00	08/14/15
Commonwealth Business Bank	05/22/15	0.020	5,000,000.00	08/21/15
Commonwealth Business Bank	05/22/15	0.020	6,000,000.00	08/21/15
CTBC Bank	04/01/15	0.060	50,000,000.00	07/01/15
CTBC Bank	01/15/15	0.110	50,000,000.00	07/16/15
CTBC Bank	01/29/15	0.100	10,000,000.00	07/30/15
Hanmi Bank	02/05/15	0.090	30,000,000.00	08/06/15
Hanmi Bank	04/08/15	0.110	30,000,000.00	10/07/15
Manufacturers Bank	03/12/15	0.040	50,000,000.00	06/11/15
Manufacturers Bank	04/10/15	0.050	100,000,000.00	07/10/15
Manufacturers Bank	04/17/15	0.050	50,000,000.00	07/17/15
Manufacturers Bank	05/14/15	0.060	35,000,000.00	08/13/15
Mission Valley Bank	04/15/15	0.120	7,000,000.00	10/14/15
Open Bank	12/11/14	0.120	5,000,000.00	06/11/15
Open Bank	01/07/15	0.110	2,000,000.00	07/08/15
Open Bank	02/11/15	0.110	10,000,000.00	08/12/15
Open Bank	03/13/15	0.120	5,000,000.00	09/11/15
Open Bank	03/20/15	0.180	2,000,000.00	09/18/15
Open Bank	03/25/15	0.120	10,000,000.00	09/23/15
Opus Bank	01/30/15	0.100	10,000,000.00	07/31/15
Pacific City Bank	03/12/15	0.040	10,000,000.00	06/11/15
Pacific City Bank	03/20/15	0.070	20,000,000.00	06/19/15
Pacific City Bank	04/10/15	0.050	30,000,000.00	07/10/15
Pacific City Bank	05/13/15	0.040	5,000,000.00	08/12/15
Pacific City Bank	05/20/15	0.040	1,800,000.00	08/19/15
Pacific Commerce Bank	03/20/15	0.070	10,000,000.00	06/19/15
State Bank of India (California)	02/05/15	0.110	12,000,000.00	08/06/15
State Bank of India (California)	05/20/15	0.060	10,000,000.00	08/19/15
State Bank of India (California)	02/19/15	0.110	10,000,000.00	08/20/15
State Bank of India (California)	04/09/15	0.150	12,000,000.00	10/08/15
State Bank of India (California)	04/15/15	0.140	23,000,000.00	10/14/15
State Bank of India (California)	04/23/15	0.140	13,000,000.00	10/22/15
Wilshire Bank	03/05/15	0.040	50,000,000.00	06/04/15
Wilshire Bank	03/11/15	0.030	39,000,000.00	06/10/15
Wilshire Bank	03/20/15	0.070	29,000,000.00	06/19/15
Wilshire Bank	04/10/15	0.050	78,000,000.00	07/10/15
Wilshire Bank	04/16/15	0.040	74,000,000.00	07/16/15
Wilshire Bank	05/15/15	0.040	30,000,000.00	08/14/15

### MANHATTAN BEACH

Kinecta Federal Credit Union	02/06/15	0.120	15,000,000.00	08/07/15
Kinecta Federal Credit Union	05/08/15	0.070	35,000,000.00	08/07/15
Kinecta Federal Credit Union	05/28/15	0.130	25,000,000.00	11/19/15

## TIME DEPOSITS

<b>FINANCIAL INSTITUTION</b>	<b>DEPOSIT DATE</b>	<b>YIELD (%)</b>	<b>PAR AMOUNT (\$)</b>	<b>MATURITY DATE</b>
<b>MONTEREY</b>				
1st Capital Bank	03/12/15	0.060	5,000,000.00	06/11/15
1st Capital Bank	04/23/15	0.070	1,000,000.00	07/23/15
1st Capital Bank	04/29/15	0.060	8,000,000.00	07/29/15
<b>OAKDALE</b>				
Oak Valley Community Bank	03/05/15	0.040	3,500,000.00	06/04/15
<b>OAKLAND</b>				
Beneficial State Bank	04/24/15	0.070	10,000,000.00	07/24/15
Community Bank of the Bay	12/05/14	0.120	5,000,000.00	06/05/15
Metropolitan Bank	12/11/14	0.140	4,500,000.00	06/11/15
Metropolitan Bank	01/09/15	0.140	1,500,000.00	07/10/15
Metropolitan Bank	01/15/15	0.130	1,000,000.00	07/16/15
Metropolitan Bank	01/30/15	0.120	2,000,000.00	07/31/15
Metropolitan Bank	02/26/15	0.120	1,000,000.00	08/27/15
<b>ONTARIO</b>				
Citizens Business Bank	03/06/15	0.040	25,000,000.00	06/05/15
Citizens Business Bank	03/11/15	0.030	25,000,000.00	06/10/15
Citizens Business Bank	04/08/15	0.030	40,000,000.00	07/08/15
Citizens Business Bank	04/22/15	0.040	50,000,000.00	07/22/15
Citizens Business Bank	05/01/15	0.040	30,000,000.00	07/31/15
Citizens Business Bank	05/06/15	0.030	30,000,000.00	08/05/15
Citizens Business Bank	05/13/15	0.040	50,000,000.00	08/12/15
Citizens Business Bank	05/20/15	0.040	30,000,000.00	08/19/15
<b>PALOS VERDES ESTATES</b>				
Malaga Bank, FSB	03/04/15	0.040	12,000,000.00	06/03/15
Malaga Bank, FSB	03/06/15	0.040	4,000,000.00	06/05/15
Malaga Bank, FSB	03/19/15	0.080	10,000,000.00	06/18/15
Malaga Bank, FSB	04/09/15	0.050	5,000,000.00	07/09/15
Malaga Bank, FSB	04/24/15	0.050	46,000,000.00	07/24/15
Malaga Bank, FSB	05/01/15	0.040	9,000,000.00	07/31/15
Malaga Bank, FSB	05/07/15	0.040	10,000,000.00	08/06/15
<b>PASADENA</b>				
American Plus Bank, NA	03/18/15	0.060	2,000,000.00	06/17/15
American Plus Bank, NA	05/14/15	0.040	240,000.00	08/13/15
American Plus Bank, NA	05/20/15	0.100	500,000.00	11/18/15
Community Bank	12/10/14	0.130	30,000,000.00	06/10/15
Community Bank	01/14/15	0.130	25,000,000.00	07/15/15
Community Bank	02/13/15	0.110	25,000,000.00	08/14/15
Community Bank	03/18/15	0.180	35,000,000.00	09/16/15
Community Bank	04/03/15	0.160	25,000,000.00	10/02/15
Community Bank	05/06/15	0.070	30,000,000.00	11/04/15

## TIME DEPOSITS

<u>FINANCIAL INSTITUTION</u>	<u>DEPOSIT</u>		<u>PAR</u>	<u>MATURITY</u>
	<u>DATE</u>	<u>YIELD (%)</u>	<u>AMOUNT (\$)</u>	<u>DATE</u>
<b>PASADENA (Continued)</b>				
East West Bank	01/15/15	0.130	50,000,000.00	07/16/15
East West Bank	01/21/15	0.110	125,000,000.00	07/22/15
East West Bank	02/06/15	0.110	75,000,000.00	08/07/15
East West Bank	04/24/15	0.140	50,000,000.00	10/23/15
EverTrust Bank	12/10/14	0.110	20,000,000.00	06/10/15
EverTrust Bank	02/18/15	0.090	10,000,000.00	08/19/15
EverTrust Bank	05/22/15	0.110	20,000,000.00	11/20/15
Wescom Central Credit Union	03/26/15	0.080	50,000,000.00	06/25/15
Wescom Central Credit Union	04/29/15	0.070	50,000,000.00	07/29/15
Wescom Central Credit Union	05/29/15	0.060	50,000,000.00	08/28/15
<b>PASO ROBLES</b>				
Heritage Oaks Bank	03/11/15	0.050	25,000,000.00	06/10/15
<b>PORTERVILLE</b>				
Bank of the Sierra	03/05/15	0.060	15,000,000.00	06/04/15
Bank of the Sierra	03/12/15	0.060	10,000,000.00	06/11/15
Bank of the Sierra	04/01/15	0.060	10,000,000.00	06/11/15
Bank of the Sierra	04/09/15	0.070	10,000,000.00	07/09/15
Bank of the Sierra	04/24/15	0.070	20,000,000.00	07/24/15
Bank of the Sierra	05/07/15	0.060	15,000,000.00	08/06/15
Bank of the Sierra	05/14/15	0.060	20,000,000.00	08/13/15
<b>RANCHO CORDOVA</b>				
American River Bank	03/12/15	0.060	1,500,000.00	06/11/15
American River Bank	04/08/15	0.050	2,500,000.00	07/08/15
American River Bank	04/17/15	0.070	2,000,000.00	07/17/15
American River Bank	04/22/15	0.060	3,000,000.00	07/22/15
American River Bank	05/01/15	0.060	2,500,000.00	07/31/15
American River Bank	02/05/15	0.110	7,500,000.00	08/06/15
American River Bank	05/07/15	0.060	2,500,000.00	08/06/15
American River Bank	05/14/15	0.060	6,500,000.00	08/13/15
American River Bank	05/21/15	0.060	1,000,000.00	08/20/15
<b>REDWOOD CITY</b>				
Provident Credit Union	12/12/14	0.150	20,000,000.00	06/12/15
Provident Credit Union	01/22/15	0.110	40,000,000.00	07/23/15
Provident Credit Union	02/18/15	0.110	20,000,000.00	08/19/15
Provident Credit Union	03/18/15	0.180	20,000,000.00	09/16/15
Provident Credit Union	04/16/15	0.130	20,000,000.00	10/15/15
Provident Credit Union	04/29/15	0.140	40,000,000.00	10/28/15
Provident Credit Union	05/21/15	0.100	20,000,000.00	11/19/15
<b>RICHMOND</b>				
Mechanics Bank, The	03/12/15	0.060	20,000,000.00	06/11/15
Mechanics Bank, The	04/15/15	0.060	20,000,000.00	07/15/15
Mechanics Bank, The	04/23/15	0.070	20,000,000.00	07/23/15
Mechanics Bank, The	05/14/15	0.060	20,000,000.00	08/13/15

## TIME DEPOSITS

<u>FINANCIAL INSTITUTION</u>	<u>DEPOSIT</u>		<u>PAR</u>	<u>MATURITY</u>
	<u>DATE</u>	<u>YIELD (%)</u>	<u>AMOUNT (\$)</u>	<u>DATE</u>
<b>ROCKLIN</b>				
Five Star Bank	04/15/15	0.040	2,000,000.00	07/15/15
Five Star Bank	01/30/15	0.100	15,000,000.00	07/31/15
Five Star Bank	05/01/15	0.040	15,000,000.00	07/31/15
<b>ROSEMEAD</b>				
Pacific Alliance Bank	04/15/15	0.140	4,000,000.00	10/14/15
<b>ROSEVILLE</b>				
Umpqua Bank	12/17/14	0.140	100,000,000.00	06/17/15
Umpqua Bank	03/26/15	0.150	20,000,000.00	09/24/15
Umpqua Bank	05/14/15	0.130	50,000,000.00	11/12/15
<b>SACRAMENTO</b>				
Comerica Bank	12/10/14	0.130	25,000,000.00	06/10/15
Comerica Bank	01/07/15	0.130	50,000,000.00	07/08/15
Comerica Bank	01/14/15	0.130	75,000,000.00	07/15/15
Comerica Bank	02/04/15	0.090	50,000,000.00	08/05/15
Comerica Bank	02/11/15	0.130	25,000,000.00	08/12/15
Comerica Bank	02/26/15	0.120	75,000,000.00	08/27/15
Merchants National Bank of Sacramento	12/03/14	0.100	2,000,000.00	06/03/15
Merchants National Bank of Sacramento	05/20/15	0.040	2,000,000.00	08/19/15
Merchants National Bank of Sacramento	04/08/15	0.110	2,000,000.00	10/07/15
Merchants National Bank of Sacramento	04/29/15	0.120	2,000,000.00	10/28/15
Merchants National Bank of Sacramento	05/06/15	0.050	2,000,000.00	11/04/15
River City Bank	12/05/14	0.120	15,000,000.00	06/05/15
River City Bank	04/24/15	0.070	15,000,000.00	07/24/15
River City Bank	05/15/15	0.130	20,000,000.00	11/13/15
River City Bank	05/22/15	0.130	35,000,000.00	11/20/15
<b>SAN DIEGO</b>				
Mission Federal Credit Union	04/15/15	0.040	10,000,000.00	07/15/15
Mission Federal Credit Union	05/20/15	0.040	10,000,000.00	08/19/15
San Diego County Credit Union	03/18/15	0.040	50,000,000.00	06/17/15
San Diego County Credit Union	04/15/15	0.020	50,000,000.00	07/15/15
San Diego County Credit Union	04/16/15	0.020	50,000,000.00	07/16/15
San Diego County Credit Union	04/29/15	0.020	50,000,000.00	07/29/15
San Diego County Credit Union	04/16/15	0.090	50,000,000.00	10/15/15
San Diego County Credit Union	05/15/15	0.090	50,000,000.00	11/13/15
Seacoast Commerce Bank	05/06/15	0.050	1,000,000.00	11/04/15
Western Alliance Bank	12/19/14	0.150	50,000,000.00	06/19/15
Western Alliance Bank	01/08/15	0.130	25,000,000.00	07/09/15
Western Alliance Bank	02/12/15	0.120	50,000,000.00	08/13/15
Western Alliance Bank	03/13/15	0.140	50,000,000.00	09/11/15
Western Alliance Bank	05/14/15	0.130	15,000,000.00	11/12/15
Western Alliance Bank	05/20/15	0.120	25,000,000.00	11/18/15

## TIME DEPOSITS

<u>FINANCIAL INSTITUTION</u>	<u>DEPOSIT</u>		<u>PAR</u>	<u>MATURITY</u>
	<u>DATE</u>	<u>YIELD (%)</u>	<u>AMOUNT (\$)</u>	<u>DATE</u>
<b>SAN FRANCISCO</b>				
Presidio Bank	02/19/15	0.110	10,000,000.00	08/20/15
Presidio Bank	05/06/15	0.070	10,000,000.00	11/04/15
Trans Pacific National Bank	03/20/15	0.090	3,000,000.00	06/19/15
Trans Pacific National Bank	04/24/15	0.070	2,000,000.00	07/24/15
<b>SAN JOSE</b>				
Heritage Bank of Commerce	12/10/14	0.110	20,000,000.00	06/10/15
Heritage Bank of Commerce	03/27/15	0.140	15,000,000.00	09/25/15
Heritage Bank of Commerce	04/23/15	0.120	50,000,000.00	10/22/15
Heritage Bank of Commerce	05/15/15	0.130	13,000,000.00	11/13/15
<b>SAN RAMON</b>				
Bank of the West	01/29/15	0.120	134,000,000.00	07/30/15
Bank of the West	03/13/15	0.140	100,000,000.00	09/11/15
<b>SANTA ROSA</b>				
Summit State Bank	03/06/15	0.040	12,000,000.00	06/05/15
Summit State Bank	03/20/15	0.070	7,000,000.00	06/19/15
Summit State Bank	01/14/15	0.110	5,000,000.00	07/15/15
Summit State Bank	04/16/15	0.040	9,000,000.00	07/16/15
Summit State Bank	01/23/15	0.100	3,500,000.00	07/24/15
Summit State Bank	04/29/15	0.040	4,000,000.00	07/29/15
Summit State Bank	05/06/15	0.050	8,000,000.00	11/04/15
<b>SOUTH SAN FRANCISCO</b>				
First National Bank of Northern California	12/03/14	0.120	4,000,000.00	06/03/15
First National Bank of Northern California	03/11/15	0.050	15,000,000.00	06/10/15
<b>VACAVILLE</b>				
Travis Credit Union	01/08/15	0.110	50,000,000.00	07/09/15
Travis Credit Union	03/06/15	0.110	50,000,000.00	09/04/15
<b>WATSONVILLE</b>				
Santa Cruz County Bank	03/27/15	0.050	20,000,000.00	06/26/15
<b>WEST SACRAMENTO</b>				
Community Business Bank	01/07/15	0.110	3,000,000.00	07/08/15
<b>TOTAL TIME DEPOSITS MAY 2015</b>			<b>5,394,540,000.00</b>	

# BANK DEMAND DEPOSITS

**MAY 2015**

(\$ in thousands)

## DAILY BALANCES

<u>DAY OF MONTH</u>	<u>BANK BALANCES</u>	<u>WARRANTS OUTSTANDING</u>
1	\$ 2,286,328	\$ 3,834,658
2	2,286,328	3,834,658
3	2,286,328	3,834,658
4	2,812,424	2,947,725
5	2,239,799	2,633,582
6	2,098,727	2,558,270
7	2,222,942	2,624,805
8	1,999,380	2,670,159
9	1,999,380	2,670,159
10	1,999,380	2,670,159
11	2,036,628	2,365,194
12	2,118,251	2,164,654
13	2,051,781	2,220,857
14	2,028,333	2,373,665
15	2,032,918	2,776,806
16	2,032,918	2,780,792
17	2,032,918	2,780,792
18	1,901,781	2,354,243
19	1,797,766	1,978,393
20	2,273,937	2,473,679
21	2,052,485	2,541,314
22	2,217,833	2,553,630
23	2,217,833	2,553,630
24	2,217,833	2,553,630
25	2,217,833	2,553,630
26	2,089,488	2,285,589
27	2,045,765	2,159,454
28	2,038,897	2,913,580
29	2,139,075	2,912,017
30	2,139,075	2,912,017
31	2,139,075	2,912,844

**AVERAGE DOLLAR DAYS**                      2,130,756 <sup>a/</sup>

**a/** The prescribed bank balance for May was \$2,171,764. This consisted of \$2,089,116 in compensating balances for services, balances for uncollected funds of \$85,543 and a deduction of \$2,895 for May delayed deposit credit.

**DESIGNATION BY POOLED MONEY INVESTMENT BOARD  
OF TREASURY POOLED MONEY INVESTMENTS AND DEPOSITS**

In accordance with sections 16480 through 16480.8 of the Government Code, the Pooled Money Investment Board, at its meeting on May 20, 2015, has determined and designated the amount of money available for deposit and investment as of May 13, 2015, under said sections. In accordance with sections 16480.1 and 16480.2 of the Government Code, it is the intent that the money available for deposit or investment be deposited in bank accounts and savings and loan associations or invested in securities in such a manner so as to realize the maximum return consistent with safe and prudent treasury management, and the Board does hereby designate the amount of money available for deposit in bank accounts, savings and loan associations, and for investment in securities and the type of such deposits and investments as follows:

1. In accordance with Treasurer's Office policy, for deposit in demand bank accounts as  
Compensating Balance for Services: \$ 2,089,100,000

The active noninterest-bearing bank accounts designation constitutes a calendar month average balance. For purposes of computing the compensating balances, the Treasurer shall exclude from the daily balances any amounts contained therein as a result of nondelivery of securities purchased for "cash" for the Pooled Money Investment Account and shall adjust for any deposits not credited by the bank as of the date of deposit. The balances in such accounts may fall below the above amount provided that the balances computed by dividing the sum of daily balances of that calendar month by the number of days in the calendar month reasonably approximates that amount. The balances may exceed this amount during heavy collection periods or in anticipation of large impending warrant presentations to the Treasury, but the balances are to be maintained in such a manner as to realize the maximum return consistent with safe and prudent treasury management.

2. In accordance with law, for investment in securities authorized by section 16430, Government Code, or in term interest-bearing deposits in banks and savings and loan associations as follows:

	From	To	Transactions	In Securities (section 16430)*	Time Deposits in Various Financial Institutions (sections 16503a and 16602)*	Estimated Total
( 1 )	5/18/2015	5/22/2015	\$ 989,500,000	\$ (3,879,540,000)	\$ 5,211,540,000	\$ 1,332,000,000
( 2 )	5/25/2015	5/29/2015	\$ 45,300,000	\$ (3,834,240,000)	\$ 5,211,540,000	\$ 1,377,300,000
( 3 )	6/1/2015	6/5/2015	\$ (1,019,700,000)	\$ (4,853,940,000)	\$ 5,211,540,000	\$ 357,600,000
( 4 )	6/8/2015	6/12/2015	\$ 2,605,700,000	\$ (2,248,240,000)	\$ 5,211,540,000	\$ 2,963,300,000
( 5 )	6/15/2015	6/19/2015	\$ 6,209,000,000	\$ 3,960,760,000	\$ 5,211,540,000	\$ 9,172,300,000

From any of the amounts specifically designated above, not more than 30 percent in the aggregate may be invested in prime commercial paper under section 16430(e), Government Code.

Additional amounts available in treasury trust account and in the Treasury from time to time, in excess of the amounts and for the same types of investments as specifically designated above.

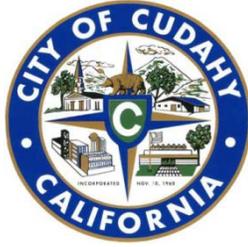
Provided, that the availability of the amounts shown under paragraph 2 is subject to reduction in the amount by which the bank accounts under paragraph 1 would otherwise be reduced below the calendar month average balance of \$ 2,089,100,000.

POOLED MONEY INVESTMENT BOARD:

Signatures on File at STO  
Chairperson

Member

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## Item Number 9C

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### STAFF REPORT

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**Date:** July 13, 2015  
**To:** Honorable Mayor / Chair and City Council / Agency Members  
**From:** Jose E. Pulido, City Manager / Executive Director  
By: Jennifer Hernandez, Acting Human Resources Specialist  
**Subject:** **Consideration to Approve Resolution No. 15-27 Approving the Accumulation Program for Part-time and Limited Service Employees (APPLE) Plan**

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#### **RECOMMENDATION**

The City Council is requested to approve Resolution No. 15-27, approving the Accumulation Program for Part-time and Limited Service Employees (APPLE) Plan offered by Keenan and Associates.

#### **BACKGROUND**

On December 22, 1991, the City Council adopted Resolution No. 91-52, approving a Public Agency Retirement Services (PARS) program. The purpose of this plan was to provide a retirement benefit for all hourly employees.

#### **ANALYSIS**

For a number of years, the City of Cudahy has been providing a tax-qualified FICA alternative plan to part-time and temporary employees through the Public Agency Retirement Services (PARS) Plan.

The City is required to provide a qualified retirement system to all employees in lieu of Social Security and/or participation in CalPERS. The City does not participate in Social Security and temporary part-time employees are excluded from CalPERS membership, in accordance with the City's contract with CalPERS.

Currently, there are 85 City employees participating in the plan, and the fund's accumulated assets total \$308,284.19 as of December 31, 2014.

The City contributes the full contribution of 7%, while many agencies split the cost, paying 3.5% with the remaining 3.5% paid by the employee.

The City has reviewed the performance of the current PARS plan, and has determined that over the course of the last calendar year ending December 31, 2014, the plan lost 1.72% in interest earnings. The City has reviewed an alternative plan with Keenan and Associate's APPLE plan. The APPLE plan will offer part-time and temporary employees the following advantages:

- Interest earnings (currently 2.00%; minimum 2016 1.75%, minimum 1.00% in 2017)\*;
- Full guarantee of principal;
- Reduced expense loads resulting in higher returns on participants account; and
- Account information via the web in English and Spanish, and live telephone access, in addition to other services.

\*For the period of 2005 – 2013, the Net average Rate of Return for the PARS Plan funds was 3.32%.

Resolution No. 15-27 initiates and approves the agreement with Keenan and Associates, who will provide administrative consulting services in connection with the APPLE plan. American United Life will arrange funding of the plan and MidAmerica Administrative and Retirement Solutions will act as third party administrator for the APPLE plan. In addition, the resolution will authorize the City Manager, or designee, to be the Plan Administrator of the Apple Plan.

MidAmerica Administrative Solutions is an innovative leader in administration of Social Security opt-out programs to government employers. They administer plans for over 700,000 public sector employees across the country, representing over 1,100 employers, and \$1 Billion in assets under their management. American United Life has financial strength with \$9.4 Billion in assets in 2014, and highly rated A+ (Superior) by A.M. Best and will handle the investing of the City's funds.

## **CONCLUSION**

Approval of Resolution No. 15-27 for the implementation of the APPLE plan (effective July 1,

2015), will provide numerous advantages to employees. The most important advantage is a guaranteed annual increase in interest earnings of no less than 1%. Implementation of the cost sharing practice commonly used amongst other agencies will result in cost savings to the City. Approximately 30 days after Council approval, the funds in the current plan will be transferred to the APPLE plan.

**FINANCIAL IMPACT**

The City will save \$30,058 per year with the approval of this cost sharing approach to provide a qualified retirement system to all part time employees.

**ATTACHMENTS**

- A. Resolution No. 15-27
- B. APPLE Plan Administrative Services Agreement
- C. APPLE Participation Agreement

**RESOLUTION NO. 15-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY  
ADOPTING THE CITY OF CUDAHY ACCUMULATION PROGRAM FOR  
PART-TIME AND LIMITED-SERVICE EMPLOYEES OF THE CITY OF  
CUDAHY (APPLE PLAN) TO PROVIDE RETIREMENT BENEFITS IN  
LIEU OF COVERAGE UNDER SOCIAL SECURITY OR THE EXISTING  
PARS PLAN AND TRUST, AND AUTHORIZING AND DIRECTING THE  
CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS**

On the motion of Council Member \_\_\_\_\_, duly seconded and carried, the City Council ("Council") of the City of Cudahy adopted the following resolutions on the date set forth below:

WHEREAS, California Government Code section 53216, et seq., authorizes a governmental employer to establish and fund a pension Plan covering its employees on a compulsory basis; and

WHEREAS, Section 11332 of the Omnibus Budget Reconciliation ACT of 1990 ("OBRA '90") extends Social Security retirement benefit coverage to employees of state and local governments who are not covered by a state or local retirement system and subjects the employer and employee to Federal Insurance Contributions Act ("FICA") taxes on the employee's wages; and

WHEREAS, OBRA '90 excludes from the requirement of Social Security coverage governmental employees who are covered by a compulsory retirement system of a state or local government; and

WHEREAS, the City of Cudahy (the "Employer") currently provides a FICA alternative plan to part-time and temporary employees of the Employer through Public Agency Retirement Services (PARS) Plan and Trust; and

WHEREAS, the Employer desires to continue in providing a tax-qualified FICA alternative plan for said employees, but to replace the existing PARS Plan and Trust with the Accumulation Program for Part-Time and Limited-Service Employees of the City of Cudahy ("APPLE Plan"); and

WHEREAS, the Council has reviewed and elected to adopt the Accumulation Program for Part-Time and Limited-Service Employees (APPLE Plan) to cover the Employer's part-time and temporary employees.

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

**SECTION 1.** Pursuant to the Employer's authority under the existing PARS Plan to terminate the plan, the Council does hereby adopt the Accumulation Program for Part-Time and Limited-Service Employees of the City of Cudahy (APPLE Plan), replacing the PARS Plan in full, effective **July 1, 2015**.

**SECTION 2.** The Council hereby designates the Employer as the Plan Administrator of the APPLE Plan.

**SECTION 3.** The City hereby terminates the Employer's participation in the PARS Trust and removes US Bank as the Trustee of the Plan.

**SECTION 4.** The City further resolves that Keenan & Associates will act as Broker for American United Life Insurance Company's 3121 Alternative to Social Security program, and provide consultant and broker services for the APPLE Plan as outlined in the Keenan & Associates Participation Agreement.

**SECTION 5.** The Council hereby appoints the City of Cudahy as Trustee of the APPLE Plan.

**SECTION 6.** The Council hereby removes Public Agency Retirement Services (PARS) as Trust Administrator and appoints MidAmerica as Third Party Administrator of the APPLE Plan.

**SECTION 7.** The Council hereby directs the transfer of the plan assets held by U.S. Bank under the Public Agency Retirement Services (PARS) Plan and Trust to American United Life Insurance Company (AUL), as custodian for the successor Trustee, the City of Cudahy for the benefit of the City of Cudahy APPLE Plan, to occur within 30 days of **July 1, 2015**, or a date mutually agreed upon by PARS and the City of Cudahy (Employer). This will facilitate the ability of MidAmerica to process Plan distributions with minimal delays to Plan Participants.

**SECTION 8.** The Council directs the transfer of Plan Participant's account information from Public Agency Retirement Services (PARS) to MidAmerica, to occur within 30 days of **July 1, 2015** or a date mutually agreed upon by PARS and the City of Cudahy (Employer) in order for MidAmerica to process Plan distribution with minimal delays.

**SECTION 9.** The Council: (1) authorizes MidAmerica and/or Keenan & Associates to execute, on behalf of the City of Cudahy (Employer), the APPLE Plan and any other documents necessary to carry out the provisions of the APPLE Plan; (2) resolves to contract with Keenan & Associates to provide ongoing administrative consulting services in connection with the operation of the APPLE Plan; and (3) resolves to arrange funding of the Plan through American United Life (AUL).

**SECTION 10.** The Council further resolves:

I. That, pursuant to Code section 414(h) (2), the Employer will continue to “pick up” employee contributions to the APPLE Plan on behalf of Plan participants. “Employee contributions” shall mean those contributions to the APPLE Plan, which are deducted from the salary of employees and are credited to individual employees’ accounts.

II. That the contributions made by the Employer to the APPLE Plan, although designated as employee contributions, will be paid by the Employer in lieu of contributions by the employees who are participants in the APPLE Plan.

III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the Employer to the APPLE Plan.

IV. That the Employer shall pay to the APPLE Plan the contributions designated as employee contributions from the same source of funds as used in paying salary.

V. That the amount of the contributions designated as employee contributions and paid by the Employer to the APPLE Plan on behalf of an employee shall be the entire contributions required of the employee under the Plan.

**SECTION 11.** The City Manager is hereby authorized, empowered and directed, in the name and on behalf of the City of Cudahy (Employer), to execute such documents and instruments and to take all such other and further actions as may be necessary or appropriate to carry out the purpose and the intent of the foregoing resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 13th day of July, 2015.

\_\_\_\_\_  
Cristian Markovich  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Victor Ferrer  
Acting Deputy City Clerk

\_\_\_\_\_  
Isabel Birrueta  
Assistant City Attorney

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

I, Victor Ferrer, Acting Deputy 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 Acting Deputy City Clerk at a regular meeting of said Council held on the 13th day of July, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Victor Ferrer  
Acting Deputy City Clerk



**APPLE PLAN  
ADMINISTRATIVE SERVICES AGREEMENT**

**THIS ADMINISTRATIVE SERVICES AGREEMENT** (“Agreement”) is made and entered into on July 1, 2015 by and between, **City of Cudahy** a municipal employer (“Employer”), and **MidAmerica Administrative Solutions, Inc.** (“MidAmerica”).

**RECITALS**

**WHEREAS**, Keenan & Associates (“Keenan”) has established the Accumulation Program for Part-Time and Limited-Service Employees (“APPLE”) which offers public entities a means of funding an asset accumulation program for their part-time employees;

**WHEREAS**, MidAmerica, is the exclusive provider of administrative services and technical support for the Social Security Alternative plans established by APPLE participants in accordance with the provisions of Section 3121 of the Internal Revenue Code (hereinafter referred to as the “APPLE Plan”);

**WHEREAS**, Employer desires to participate in APPLE and shall establish and sponsor an APPLE Plan for its part-time employees; and

**WHEREAS**, Employer desires now to engage MidAmerica to provide technical support and administrative services in conjunction with its APPLE Plan.

**THEREFORE, IN CONSIDERATION OF** the mutual covenants herein contained and for other good and valuable consideration the receipt and sufficiency is hereby acknowledged, it is mutually agreed as follows:

**1.00 ENGAGEMENT OF MIDAMERICA**

1.01 Engagement of MidAmerica. The Employer hereby engages MidAmerica to provide administrative services and technical support for the APPLE Plan established by Employer.

1.02 MidAmerica not a Fiduciary or APPLE Plan Administrator. It is understood and agreed that MidAmerica is not a fiduciary or APPLE Plan Administrator within the meaning of ERISA with respect to the APPLE Plan covered by this Agreement. The services to be performed by MidAmerica shall be ministerial in nature and shall be performed within the framework of policies, interpretations, rules, practices and procedures made or established by the Employer. MidAmerica shall not have discretionary authority or discretionary controls respecting management or investment of the APPLE Plan or any trust fund, and shall not have any authority over, nor exercise any control respecting, management, investment or disposition of the assets of the APPLE Plan or any trust fund, and shall not render investment advice with respect to any funds or any other property of any trust fund.

1.03 Independent Contractor. It is understood and agreed that MidAmerica will perform services under this Agreement as an independent contractor and not as an employee. Neither the Employer nor any of its officers or employees shall have any control over the manner by which MidAmerica performs this Agreement and shall only dictate the results of the performance. MidAmerica shall use its best efforts to implement such written

instructions, if any, as to policy and procedures which may be given by the Employer to MidAmerica, provided that such instructions are consistent and compatible with the description of services to be performed by MidAmerica and do not violate or contradict any applicable state or federal laws or regulations, including, but not limited to, the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). MidAmerica shall not represent that MidAmerica or its agents, employees or independent contractors are agents or employees of the Employer. Except as the Employer may specify in writing, MidAmerica shall have no authority, express or implied, to act on behalf of the Employer in any capacity whatsoever as an agent. MidAmerica shall have no authority, express or implied, pursuant to this Agreement, to bind the Employer to any obligation whatsoever.

## **2.00 SERVICES TO BE PERFORMED BY MIDAMERICA**

2.01 Services to be Performed. MidAmerica shall perform the following technical support and administration service functions in conjunction with the operation of Employer’s APPLE Plan:

- (a) APPLE Plan Installation and Maintenance Services;
- (b) APPLE Plan Recordkeeping, Distributions, and Reporting Services;
- (c) APPLE Plan Documentation Services, as required;
- (d) Compliance Services, as required per APPLE Plan; and
- (e) Notwithstanding the foregoing, each Valuation Period shall conclude not later than 90 days after MidAmerica’s receipt of the APPLE Plan data from the Employer as provided for in the APPLE Plan.

2.02 Administration Offices. MidAmerica shall maintain and operate administration offices and computer software and systems necessary for data processing as part of the services required to be performed by it hereunder and shall pay all normal costs and expenses for such maintenance and operation except as herein set forth. MidAmerica shall employ a sufficient staff of employees or others to provide the services to be performed by MidAmerica hereunder. MidAmerica shall provide a toll free number for customer services during normal business hours, as defined by the Employers’ geographic location and time zone, and a website for customer and Employer inquiries, 24 hours a day, 7 days a week, (except for those brief periods when the system’s data are refreshed).

2.03 Records and Files. MidAmerica shall maintain all records delivered to it by the Employer or produced by MidAmerica in conjunction with the services required to be performed by it hereunder. The confidentiality of such records shall be maintained by MidAmerica and such records and the information therein shall not be disclosed or made available to persons other than the Employer unless so directed in writing by the Employer, except:

- (a) pursuant to an order of a court, arbitrator, or other tribunal;
- (b) upon request of a state or federal governmental agency;
- (c) upon the request of an individual participant and then only to the extent of his interest in the APPLE Plan; or
- (d) as necessary to enforce MidAmerica’s rights hereunder.

All records, documents and information collected and/or maintained by MidAmerica in the course of its duties hereunder shall be made accessible to both the Employer and to the Employer’s designates, the APPLE Plan’s consulting company, MidAmerica & Associates, for purposes of inspection, reproduction and audit, upon reasonable notice. The cost of this activity will be at the Employer’s expense only if the information is being requested by the Employer and has previously been provided to the Employer. If any participant history is requested, which has been previously provided to the Employer, or if the request is not in a standard format

normally provided by MidAmerica, then the Employer shall pay all costs incurred by MidAmerica in providing such history, including the cost of computer programming, computer charges, copying charges and mailing costs. MidAmerica shall be entitled to retain copies of any such records and information at its own expense.

In the event of the termination of this Agreement, upon written request, MidAmerica shall deliver to the Employer, at a time period mutually agreeable but not to exceed 90 days from date of termination, the information and records maintained by it on all APPLE Plan participants. If, simultaneously with or following the termination of this Agreement, additional information is requested by the Employer that has previously been provided to the Employer or is in a format that is not MidAmerica's standard reporting format, the Employer shall pay all costs incurred by MidAmerica in providing such information, including the cost of computer programming, computer charges, copying charges and mailing costs. MidAmerica shall be entitled to retain copies of any such records and information at its own expense.

2.04 Professional Services for Employer. Neither MidAmerica, nor any of its employees, agents or representatives shall provide legal or tax advice or provide any service which would be considered the practice of law. The Employer hereby acknowledges that it will not rely on any information provided as if it were legal or tax advice. MidAmerica will not provide or be responsible for the expense and cost of legal counsel, actuaries, certified public accountants, investment counselors, investment analysts or others providing similar types of services performed explicitly for and on behalf of the Employer, and MidAmerica shall not be authorized to engage such services or incur any expense or cost therefore without the written consent of the Employer. In the event that such services are engaged by MidAmerica upon written request of the Employer, the Employer shall be solely responsible for such services and the cost and expense thereof.

2.05 Compliance with Laws. In providing its services, MidAmerica shall comply with all applicable state and federal laws and regulations, and obtain and maintain all necessary licenses, registrations, and/or permits necessary for the performance of its duties under this Agreement.

### 3.00 SERVICE FEES

3.01 Payment. MidAmerica shall share in the commissions paid by the annuity carrier as set forth in Exhibit C of the APPLE Participation Agreement, executed contemporaneously with this Agreement. In the event that the Client's APPLE Plan has 250 or more participants, MidAmerica's standard Administrative Fee will be waived. For Plans with less than 250 participants, a charge of \$0.75 per month, per inactive participant shall be charged internally to those accounts to cover the services provided under the Agreement. The Administrative Fee shall be deducted by the group annuity carrier from the account of each inactive participant. MidAmerica shall not look to Employer for the payment of the administrative fees. Inactive participants are defined as accounts in which contributions have not been paid for one year and who have not converted to full-time status.

3.02 Other Services. If Employer requests services beyond those described in this Agreement, MidAmerica shall consider the request and shall inform Employer whether or not it can accommodate the request. If MidAmerica agrees to perform such services, they shall be billed to the Employer in accordance with MidAmerica's then-current fee schedule.

### 4.00 DUTIES OF THE EMPLOYER

4.01 Prior APPLE Plan Documentation. If applicable, the Employer shall provide MidAmerica with prior copies of the APPLE Plan, executed APPLE Plan Document, Summary APPLE Plan Description, and all

amendments thereto to enable MidAmerica to properly review the APPLE Plan document to comply with federal regulations.

- 4.02 APPLE Plan Data. The Employer shall provide MidAmerica information and data on a timely basis as is necessary to enable MidAmerica to carry out its duties and obligations under this Agreement, and such information and data will be provided in a format as is reasonably requested by MidAmerica. For this purpose, "APPLE Plan Data" shall mean all data and records supplied to MidAmerica, obtained by MidAmerica or produced by MidAmerica in connection with performance of the services pursuant to this Agreement. MidAmerica reserves the right to assess additional charges for unacceptable data format or missing or inaccurate data for time and expenses incurred to correct the data. MidAmerica shall not be liable for any error or action that is the result of its reliance on incomplete or inaccurate data provided by the Employer or any of its agents or representatives.
- 4.03 Operational Changes. The Employer hereby agrees to consult with MidAmerica, and/or notify MidAmerica in writing as to any benefits or operational changes or procedures in the APPLE Plan that may affect the compliance of the APPLE Plan with applicable laws and/or regulations or MidAmerica's internal processing for the administration of the APPLE Plan. All such changes shall be reviewed by MidAmerica for IRS compliance pursuant to the terms of this Agreement.
- 4.04 APPLE Plan Document Amendments. Employer further agrees to make changes in benefits or operations only pursuant to the APPLE Plan Document, or as may be appropriately written by amendment to the APPLE Plan Document upon consultation with MidAmerica.
- 4.05 Legal Counsel. The Employer shall review with its legal and/or tax counsel all documents provided to it by MidAmerica. The Employer understands that it should consult tax and/or legal counsel on any questions concerning the Employer's responsibilities under this Agreement, the APPLE Plan documents, and the legal sufficiency of any documents so provided.
- 4.06 Review MidAmerica Materials and Documents. The Employer shall review all forms, policies and procedures developed by MidAmerica for the APPLE Plan and approve such items or instruct MidAmerica as to required changes.

## **5.00 AUTHORITY OF THE EMPLOYER**

- 5.01 Sponsor. It is understood and agreed that the Employer is a fiduciary, APPLE Plan Sponsor, or APPLE Plan Administrator under the APPLE Plan. The term "APPLE Plan Sponsor" shall be defined to include and mean the "APPLE Plan Sponsor" as defined in ERISA and the "APPLE Plan Administrator" as defined in ERISA if an APPLE Plan Administrator is designated in the APPLE Plan documents, whether or not the APPLE Plan is subject to ERISA. The APPLE Plan Sponsor, or APPLE Plan Administrator if designated, shall include, where applicable, the Employer sponsoring the APPLE Plan or APPLE Plan Committee or Trustees of the Trust sponsoring the APPLE Plan who serve at the time of execution of this Agreement, and shall also include committee members or trustees serving from time to time during the Term of this Agreement. MidAmerica shall be entitled to rely upon the actions, notice or instructions taken or given by the APPLE Plan Sponsor.
- 5.02 Discretionary Authority. The Employer shall establish policies, rules, practices and procedures in conjunction with the APPLE Plan and shall have discretionary authority or discretionary controls respecting management or investment of the APPLE Plan or any trust fund when applicable, and shall have authority to exercise any

control respecting management, investment or disposition of the assets of the APPLE Plan or any trust fund when applicable.

- 5.03 Interpretation of the APPLE Plan. The Employer shall have the exclusive and final authority to interpret the terms of the APPLE Plan and shall advise MidAmerica of any interpretations made by it.
- 5.04 Distribution Authority. The Employer shall consider, to the extent it deems appropriate, any appeal from an initial denial of account balances made by MidAmerica under the APPLE Plan. Any determination made by the Employer shall be final and conclusive on the participant involved and MidAmerica. To the extent that any such determination involves the interpretation of the APPLE Plan, MidAmerica may rely on such determination in implementing the terms of such provision thereof.
- 5.05 Right to Appoint Duties. The Employer may perform its duties hereunder either directly or through the appointment of a person, firm or committee, provided, however, that the Employer shall notify MidAmerica in writing of the appointment of any person, firm or committee to fulfill any of the foregoing obligations and of any change therein.

## **6.00 DUTIES AND OBLIGATIONS OF MIDAMERICA**

- 6.01 APPLE Plan Funding. MidAmerica shall have no responsibility, risk, liability or obligation for the funding of the APPLE Plan, which shall be solely and totally the responsibility of the persons, entities, or participants so provided in the APPLE Plan. MidAmerica shall perform the services specifically set forth in this Agreement and no others without the prior written consent of the Employer.
- 6.02 APPLE Plan Enforcement. MidAmerica shall have no responsibility or obligation to take action, legal or otherwise, against any employer, employees, APPLE Plan participants or other person to enforce provisions of the APPLE Plan. In the event the Employer desires to engage the services of MidAmerica for such purposes, such services shall be engaged and rendered only pursuant to a separate written agreement between the parties.
- 6.03 Investment of Assets.
- (a) Investment Records. MidAmerica shall not be responsible or obligated for the investment of any assets of the APPLE Plan; however, MidAmerica shall prepare and maintain records of the investment of the assets or funds of the APPLE Plan if the Employer requests MidAmerica to do so and provides the information and documents necessary to prepare and maintain such records pursuant to paragraph 5.03.
  - (b) Investment Services. MidAmerica shall provide ministerial investment allocation services and shall not be responsible for or liable for any loss or gains therefrom except as a result of MidAmerica's failure to implement written directions from the Employer or the APPLE Plan participants.
- 6.04 Participant Distributions. MidAmerica shall process distributions in accordance with the APPLE Plan or policies adopted by the Employer. MidAmerica shall incorporate sound business practices and be responsible for reasonable internal audits. Where an error is discovered, MidAmerica shall use reasonable efforts for recovery of any loss therefrom, but will not be required to initiate legal process for any such recovery. Notwithstanding the above, MidAmerica may institute such proceedings as it deems necessary to recover any obligations owed to the APPLE Plan by a participant, former participant or any other person or entity, even if the Agreement has been terminated, provided that such obligations were incurred prior to the termination of

the Agreement. Any such recovery (after termination of the Agreement) shall be the exclusive property of the APPLE Plan and shall be returned to the Employer at the time of receipt of such recovery by MidAmerica.

- 6.05 Participant Eligibility. MidAmerica shall not be responsible for determining the participants' eligibility to participate in the APPLE Plan and shall rely on the information supplied by the Employer in determining eligibility.
- 6.06 Agent Liability. MidAmerica may perform its services by or through independent contractors such as attorneys, agents, or receivers and shall be entitled to advice of counsel concerning all legal questions and its duties hereunder.
- 6.07 Reliance on Employer Directions. MidAmerica shall use its best efforts to implement the written directions of the Employer and participants, when applicable, in administering the APPLE Plan, provided that such directions do not violate or contradict the terms of the APPLE Plan, any laws or regulations, including, but not limited to, ERISA, inasmuch as the APPLE Plan is subject to ERISA. Notwithstanding the foregoing, upon advising the Employer of any such contradiction or violation, MidAmerica may accept and rely on the Employer's provision of such directions as their representation that such directions comply with applicable law and the APPLE Plan's terms.
- 6.08 Reliance on Documentation. MidAmerica shall incur no liability in acting or proceeding in good faith upon any resolution, request, consent, waiver, certificate, statement, salary reduction agreement, contribution election form, maximum annual contribution form, participant investment directions, or any other paper or document prepared and furnished to MidAmerica in accordance with the APPLE Plan(s) or this Agreement, that it, in good faith, reasonably believes to be genuine. MidAmerica may accept and rely upon any such paper or document as conclusive evidence of the truth and accuracy of such statements and shall not be required to investigate any matters contained in any such paper or document.
- 6.09 Good Faith Judgment. MidAmerica shall not be liable for any error or judgment made in good faith by it or any of its agents or employees unless it is proved that MidAmerica was negligent in ascertaining the pertinent facts.
- 6.10 APPLE Plan Compliance. MidAmerica shall provide supporting detail for the APPLE Plan Administrator to monitor compliance of the APPLE Plan and will endeavor to advise the Employer of any changes that may be required by law, rule or regulation. The Employer shall be responsible for implementing such advice, except to the extent that such responsibility has been expressly undertaken herein by MidAmerica.
- 6.11 Financial Liability. MidAmerica shall have no responsibility, liability or obligation to pay any taxes, licenses, or fees levied by any local, state or federal authority in connection with the operation of the APPLE Plan.
- 6.12 Conflict Between Agreement and APPLE Plan. No provision of this Agreement shall require MidAmerica to take any action that in the judgment of MidAmerica would conflict with any rule or law or with the provisions of any APPLE Plan. If, based on changes in the applicable regulatory structure or the interpretation of the regulatory structure, there is a reasonable likelihood that any service to be provided by MidAmerica under this Agreement shall be deemed to conflict with the APPLE Plan or shall be deemed to be unlawful, then MidAmerica shall, after providing express written notification to the Employer, decline thereafter to provide that service, or shall amend the Agreement to restructure the service upon reasonable notice to the Employer. Failure to provide any such service from and after such notice shall not constitute a breach of MidAmerica's obligations under this Agreement pursuant to paragraph 6.12 herein.

6.13 Confidentiality. Confidentiality of all APPLE Plan Data shall be maintained by MidAmerica and such information shall not be disclosed except as provided in paragraph 2.03.

6.14 Standard of Care; Performance of Employees. MidAmerica represents, acknowledges and agrees to the following:

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

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

## 7.00 INSURANCE

7.01 Procurement of Insurance. MidAmerica shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to ~~Client-Employer~~ upon ~~Client's~~ Employer's request.

a. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal law which shall indemnify, insure and provide legal defense for both MidAmerica and Employer against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by MidAmerica in the course of carrying out the services contemplated in this Agreement;

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b. General Liability (CGL): Coverage ~~(including motor vehicle operation)~~ with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability; and

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c. Automobile Liability Insurance: MidAmerica shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

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d. Errors and Omissions: Coverage with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability For the full term of this Agreement and for a period of three (3) years thereafter, and shall be endorsed to include contractual liability.

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7.02 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the Employer and Employer's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

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7.03 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. Employer may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the Employer Representatives are authorized to authorize lower ratings than those set forth in this Section.

7.04 PRIMACY OF MidAmerica'S INSURANCE: All policies of insurance provided by MidAmerica shall be primary to any coverage available to Employer or Employer's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by Employer or Employer's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of MidAmerica's insurance and shall not contribute with it.

7.05 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit MidAmerica or MidAmerica's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. MidAmerica hereby waives all rights of subrogation against Employer.

7.06 VERIFICATION OF COVERAGE: MidAmerica acknowledges, understands and agrees, that Employer's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding Employer's financial well-being and, indirectly, the collective well-being of the Employer. Accordingly, MidAmerica warrants, represents and agrees that its shall furnish Employer with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to Employer in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Employer if requested. All certificates of insurance and endorsements shall be received and approved by Employer as a condition precedent to MidAmerica's commencement of any work or any of the Work. Upon Employer's written request, MidAmerica shall also provide Employer with certified copies of all required insurance policies and endorsements.

7.07 NOTICE OF CANCELLATION. All policies of insurance required by this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except upon thirty (30) calendar days' prior written notice to Employer. MidAmerica agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

e. \_\_\_\_\_

## 8.00 INDEMNIFICATION

8.01 Obligation to Indemnify. If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if MidAmerica (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by one of Client's employees, Plan beneficiaries, or Plan vendors ("Third Party Demand") relating to the Services and such Third Party Demand is not a direct result of MidAmerica's negligence or willful misconduct, then Client shall defend, indemnify and hold MidAmerica harmless from all losses, payments, and expenses incurred by MidAmerica in resolving such Third Party Demand.

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

8.02 To the fullest extent permitted by law, MidAmerica shall indemnify, hold harmless and defend the Employer Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with MidAmerica's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the Employer.

8.03 The obligations of MidAmerica under this Article will not be limited by the provisions of any workers' compensation act or similar act. MidAmerica expressly waives its statutory immunity under such statutes or

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laws as to Employer and Employer's elected and appointed officials, officers, employees, agents and volunteers.

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8.04 MidAmerica 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 MidAmerica in the performance of this Agreement. In the event MidAmerica fails to obtain such indemnity obligations from others as required herein, MidAmerica agrees to be fully responsible and indemnify, hold harmless and defend Employer and Employer's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of MidAmerica's subcontractors or any other person or entity involved by, for, with or on behalf of MidAmerica in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Employer's choice.

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8.05 Employer does not, and shall not, waive any rights that it may possess against MidAmerica because of the acceptance by Employer, or the deposit with Employer, 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.

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8.06 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 Employer may have at law or in equity.

## 9.00 LIMITATION OF LIABILITY

9.01 Limitation. Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. ~~MidAmerica's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 7.~~

## 10.00 DISPUTE RESOLUTION

10.01 Disputes arising out of or relating to this Agreement, other agreements between the parties, or any other relationship involving MidAmerica and Employer, shall first be resolved by good faith negotiations between representatives of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration in accordance with the JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and MidAmerica and their respective members, agents, employees and officers.

10.02 Arbitration shall be before a single arbitrator in the County of Los Angeles, California. The Arbitrator shall apply the Federal Arbitration Act and California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.

10.03 Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

#### 11.00 NOTICES

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by facsimile, electronic transmission, by certified, registered or express mail. Any such notice shall be deemed given when delivered personally, by facsimile, or electronic transmission upon the recipient's oral verification by telephone of receipt, or if mailed, five days after the date of deposit in the U.S. mail with postage prepaid and duly addressed to the party to be notified, or by proof of receipt by certified, registered or express mail.

Notice shall be made to MidAmerica as follows:

MidAmerica Administrative Solutions, Inc.  
402 South Kentucky Ave., Suite 500  
Lakeland, Florida 33801  
Telephone: (863) 688-4500  
Attn: J. Wesley Compton

Notice shall be made to the Employer as follows:

City of Cudahy  
5220 Santa Ana St,  
Cudahy, CA 90201  
[Attn: ]

With a copy to:

Keenan & Associates  
2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501  
Attn: Dan Keenan  
Fax: (310) 533-1329

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#### 12.00 TERM AND TERMINATION

12.01 Term. This Agreement shall be for an initial term of one (1) year(s) (the "Initial Term"), beginning with the execution date of this Agreement, and shall continue from year to year thereafter (each year a "Successive Term" and, collectively with the Initial Term, the "Term"), unless and until terminated by either party hereto upon written notice to the other in accordance herewith. Notwithstanding the foregoing, this Agreement shall not become effective unless and until properly countersigned by an authorized officer of MidAmerica.

12.02 Right to Terminate. This Agreement may be terminated upon the occurrence of any of the following events:

a. By either party upon ninety (90) days' prior written notice to the other party ("Termination Notice");

- b. By either party following dissolution, insolvency, or the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);
- c. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or
- d. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party.

12.03 Account Valuations. Notwithstanding anything in this Agreement to the contrary, where Termination of this Agreement occurs between Valuation Periods, MidAmerica shall complete mid-period valuations of accounts prior to the date of Termination and provide such mid-period valuations of accounts and copies of all relevant records to the successor or the Employer as the Employer shall direct. Where Termination of this Agreement occurs during either Valuation Period, MidAmerica shall be obligated to complete the valuation prior to Termination and provide such valuation to the successor or the Employer as the Employer shall direct.

~~12.04 Early Termination Fee. In the event that Employer terminates this Agreement pursuant to Section 9.02 (a), MidAmerica reserves the right to charge an Early Termination Fee to cover administration expenses incurred up to the date of termination. The Early Termination Fee shall not include any fees for Termination Services, such as mid-period valuations of accounts, copies of records, or any other termination services necessary to be provided to a successor third party administrator. Fees for these services shall be billed as time and expenses incurred in accordance with MidAmerica's then-current fee schedule. Early Termination Fees, if any, will be the responsibility of the Employer.~~

~~12.05~~12.04 Effect of Termination. Termination of this Agreement shall terminate Employer's participation in APPLE, and shall likewise terminate the APPLE Participation Agreement entered into between Employer and Keenan. Except as provided under Section ~~9.03~~12.03, neither MidAmerica nor Keenan shall be obligated to provide any further APPLE service as of the termination date of this Agreement. It shall be the sole responsibility of the Employer to provide, directly or through an alternate service provider, the services provided by Keenan and/or MidAmerica in conjunction with its 3121 Social Security Alternative Plan. Additionally, the termination of this Agreement and the subsequent termination of MidAmerica Administrative Services Agreement may result in the termination of the APPLE group annuity contract. In such event, APPLE Plan assets may be subject to surrender charges if so stated in the carrier's group annuity contract.

**13.00 MISCELLANEOUS**

13.01 Entire Agreement: This Agreement, its recitals and all exhibits attached to the Agreement contain the entire understanding of the parties related to the subject matter covered by this Agreement and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).

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~~13.01~~13.02 No Continuing Waiver. Failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or in any way affect the validity of

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this Agreement or any part thereof, or the right of such party to thereafter enforce each and every provision of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

13.03 Governing Law And Venue: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

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~~13.02 Governing Law. The terms and conditions of this Agreement shall be interpreted and controlled by the laws of the State of California applicable to contracts executed and to be wholly performed within said State, insofar as state law is applicable under the terms hereof.~~

~~13.03~~13.04 Third Party Rights. Nothing contained in this Agreement, express or implied, is intended to confer, or shall confer, upon any individual participant in or beneficiary under the APPLE Plan, or any other person or entity, any rights or remedies under or by reason of this Agreement.

~~13.04~~13.05 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Without limiting the foregoing, if the Employer is a trustee, board of trustees, or committee, this Agreement shall be binding on such trustee or members of such board or committee serving at the time of execution or at any subsequent time during the term of this Agreement.

~~13.05~~13.06 Assignment. Neither this Agreement nor MidAmerica's duties hereunder may be assigned without the prior written approval of Employer.

~~13.06~~13.07 Severability. Should any part of this Agreement be declared invalid, any remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated.

13.08 Modification of Agreement. This Agreement, including any Exhibits references herein or attached hereto, may not be modified, changed or additions made, without putting the modifications, changes or additions in writing and having both parties to this Agreement sign such writing. This Agreement shall supersede any existing Administration Agreements between the parties below. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and there are no other agreements or understandings except as may be expressly stated herein.

13.09 Unforeseen Events: Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Each party shall make good faith efforts to perform under this Agreement in the event of any such circumstances, and shall resume full performance once the cause of the delay has abated.

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

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13.11 Cooperation; Further Acts: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

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~~13.07~~

13.13 Prohibited Interests. No officer or employee of the Employer shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the Employer if this provision is violated.

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13.14 Attorneys' Fees: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

~~13.08~~

~~13.09~~13.15 Signatures. This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original.

~~13.40~~13.16 Authority. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

*[Signature Page Follows]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

<u>City of Cudahy</u>		<u>MidAmerica Administrative Solutions, Inc.</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>		<u>By:</u>	J. Wesley Compton
<u>Title:</u>		<u>Title:</u>	President
<u>Address:</u>	5220 Santa Ana St,	<u>Address:</u>	402 South Kentucky Ave., Suite 500
	Cudahy, CA 90201		Lakeland, Florida 33801
<u>Telephone:</u>	323 773-5143	<u>Telephone:</u>	(863) 688-4500
<u>Fax:</u>	323 771-2072	<u>Fax:</u>	(863) 686-9557
<u>Attention:</u>		<u>Attention:</u>	Attn: J. Wesley Compton

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## APPLE PARTICIPATION AGREEMENT

This **Services Agreement** (“Agreement”) is made and entered into by and between **City of Cudahy** (“Employer”) and **Keenan & Associates** (“Keenan”), as of **July 1, 2015** (“Effective Date”).

### RECITALS

**WHEREAS**, Keenan & Associates (“Keenan”) has established the Accumulation Program for Part-Time and Limited-Service Employees (“APPLE”) which offers public entities a means of funding an asset accumulation program for their part-time employees;

**WHEREAS**, MidAmerica Administrative Solutions, Inc. (“MidAmerica”), is the exclusive provider of administrative services and technical support for the Social Security Alternative plans established by APPLE participants in accordance with the provisions of Section 3121 of the Internal Revenue Code (hereinafter referred to as the “APPLE Plan”);

**WHEREAS**, Keenan provides certain services to APPLE participants and acts as broker of record for annuities purchased by APPLE participants; and

**WHEREAS**, Employer desires to participate in APPLE, and desires to utilize the services of Keenan.

**THEREFORE, IN CONSIDERATION OF** the mutual covenants herein contained and for other good and valuable consideration the receipt and sufficiency is hereby acknowledged, it is mutually agreed as follows:

### AGREEMENT

1. **TERM**

A. This Agreement shall be for an initial term of one (1) year (the “Initial Term”), beginning with the execution date of this Agreement, and shall continue from year to year thereafter (each year a “Successive Term” and, collectively with the Initial Term, the “Term”), unless and until terminated by either party hereto upon written notice to the other in accordance herewith.

2. **KEENAN SERVICES AND RELATIONSHIP OF THE PARTIES**

A. Employer elects and Keenan shall provide the services indicated in Exhibit A attached hereto and incorporated herein.

B. The relationship of Keenan and Employer shall be that of an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers’ compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.

- C. In providing the Services, Keenan shall act exclusively in an advisory and consultative capacity. Employer shall at all times have the right to determine whether to act on or implement the information, recommendations, and suggestions provided by Keenan, and the manner by which any such action or implementation shall be undertaken. Except for Keenan's responsibilities with respect to funds obtained from or on behalf of Employer, Keenan shall not be a fiduciary of Employer.
- D. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing any such service, advice or opinion. Employer shall consult its own attorney on all legal issues and its own tax and accounting experts on all tax, accounting, and financial matters relating to its operations, including without limitation, the establishment, implementation and operation of the APPLE Plan.
- E. In providing its Services, Keenan shall comply with all applicable state and federal laws and regulations, and obtain and maintain all necessary licenses, registrations, and/or permits necessary for the performance of its duties under this Agreement.

F. The Services provided to Employer are non-exclusive and Keenan reserves the right to provide the same or similar services to other Employers who may be in the same industry, business, or service as Employer.

G. Standard of Care; Performance of Employees. Keenan represents, acknowledges and agrees to the following:

- i. Keenan shall perform all Services skillfully, competently and to the highest standards of Keenan's profession;
- ii. Keenan shall perform all Services in a manner reasonably satisfactory to Employer;
- iii. Keenan shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- iv. Keenan understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
- v. All of Keenan's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Keenan; and
- vi. All of Keenan's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to

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perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to Employer for copying and inspection.

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

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

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### 3. **EMPLOYER'S DUTIES AND RESPONSIBILITIES**

- A. Employer shall retain decision-making authority for its APPLE Plan, and shall manage the day-to-day activities of the APPLE Plan, except for those duties and/or functions expressly assigned to Keenan under this Agreement or to Keenan under the APPLE Administrative Services Agreement executed contemporaneously herewith.
- B. Employer shall provide Keenan with timely access to such information and individuals, including its outside advisors and consultants, as may be necessary for Keenan to perform the Services. Keenan shall not be responsible for any delay in its performance that results from the failure of Employer, or any person acting on behalf of Employer, to make available any information or individual in a timely manner.

C. All information provided to Keenan, either in anticipation of or during the term of this Agreement, shall be complete and accurate, and that Keenan may rely upon such information.

~~D. D.~~ Employer shall execute the Broker of Record Designation attached hereto as Exhibit B.

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#### 4. **COMPENSATION**

A. As its sole compensation for its Services, Keenan shall receive commissions from the annuity carrier as provided in Exhibit C. Employer shall have no responsibility for the payment of any such commission to Keenan. Keenan's annual commissions may be increased from year to year in accordance with the increase in the Consumer Price Index.

B. Keenan shall comply with all applicable state and/or federal laws and regulations regarding disclosure of compensation. We embrace industry efforts for transparency and believe it is important that Employers have access to information that may be relevant to their choice of insurance products, including the cost of such insurance and services, and, the compensation that may be directly or indirectly paid to Keenan in connection with the products or services that are selected. If you have questions regarding any of these items or desire additional information, you may contact your Keenan account representative to discuss this matter in more detail.

#### 5. **INSURANCE**

—Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to ~~Client~~ Employer upon ~~Client's Employer's~~ request.

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A. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws ~~laws which shall indemnify, insure and provide legal defense for both Keenan and Employer against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Keenan in the course of carrying out the services contemplated in this Agreement.~~

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B. General Liability (CGL): Coverage ~~(including motor vehicle operation)~~ with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability ~~for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability; and; and~~.

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C. Automobile Liability Insurance: Keenan shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

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certificates of insurance and endorsements shall be received and approved by Employer as a condition precedent to Keenan's commencement of any work or any of the services. Upon Employer's written request, Keenan shall also provide Employer with certified copies of all required insurance policies and endorsements.

J. Notice Of Cancellation. All policies of insurance required by this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except upon thirty (30) calendar days' prior written notice to Employer. Keenan agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

C. \_\_\_\_\_

## 6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by one of Client's employees, Plan beneficiaries, or Plan vendors ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

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

B. To the fullest extent permitted by law, Keenan shall indemnify, hold harmless and defend the Employer Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Keenan's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the Employer.

C. The obligations of Keenan under this Article will not be limited by the provisions of any workers' compensation act or similar act. Keenan expressly waives its statutory

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immunity under such statutes or laws as to Employer and Employer's elected and appointed officials, officers, employees, agents and volunteers.

D. Keenan 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 Keenan in the performance of this Agreement. In the event Keenan fails to obtain such indemnity obligations from others as required herein, Keenan agrees to be fully responsible and indemnify, hold harmless and defend Employer and Employer's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Keenan's subcontractors or any other person or entity involved by, for, with or on behalf of Keenan in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Employer's choice.

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E. Employer does not, and shall not, waive any rights that it may possess against Keenan because of the acceptance by Employer, or the deposit with Employer, 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.

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F. 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 Employer may have at law or in equity.

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## 7. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. ~~Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.~~

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8. **DISPUTE RESOLUTION**

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- A. Disputes arising out of or relating to this Agreement, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representatives of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers.
- B. Arbitration shall be before a single arbitrator in the County of Los Angeles, California. The Arbitrator shall apply the Federal Arbitration Act and California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.
- C. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

9. **TERMINATION**

A. A. This Agreement may be terminated upon the occurrence of any of the following events:

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i. By either party upon ninety (90) days' prior written notice to the other party ("Termination Notice").

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ii. i. By either party upon the dissolution or insolvency of a party to this Agreement;

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iii. ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);

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~~iv. iii.~~ If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or

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~~v. iv.~~ By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party.

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~~B. B.~~ Termination of this Agreement shall terminate Employer's participation in APPLE, and shall likewise terminate the Administrative Services Agreement entered into between Employer and MidAmerica. Neither Keenan nor MidAmerica (except as specifically provided for under the Administrative Services Agreement) shall be obligated to provide any further APPLE service as of the termination date of this Agreement. It shall be the sole responsibility of the Employer to provide, directly or through an alternate service provider, the services provided by Keenan and/or MidAmerica in conjunction with its 3121 Social Security Alternative Plan. Additionally, the termination of this Agreement and the subsequent termination of MidAmerica Administrative Services Agreement may result in the termination of the APPLE group annuity contract. In such event, APPLE Plan assets may be subject to surrender charges if so stated in the carrier's group annuity contract.

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10. **GENERAL**

A. Entire Agreement: This Agreement, its recitals and all exhibits attached to the Agreement contain the entire understanding of the parties related to the subject matter covered by this Agreement and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).

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B. No Third Party: This Agreement is made for the benefit of the parties and is not intended to confer any third party benefit or right. The enforcement of any remedy for a breach of this Agreement or claim related to the Services may only be pursued by the parties to this Agreement.

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C. Amendment/Modification: No modification or amendment to this Agreement shall be binding unless it is in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.

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D. Severability: Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of

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the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.

E. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Each party shall make good faith efforts to perform under this Agreement in the event of any such circumstances, and shall resume full performance once the cause of the delay has abated.

F. Notice: All notices hereunder shall be in writing and sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

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If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan & Associates  
2355 Crenshaw Blvd., Ste. 200  
Torrance, CA 90501  
Attn: Legal Department  
Fax: (310) 533-0573

City of Cudahy  
5220 Santa Ana Street  
Cudahy, CA 90201  
Attn:

— Keenan & Associates  
— 2355 Crenshaw Blvd., Ste. 200  
— Torrance, CA 90501  
— Attn: Legal Department  
— Fax: (310) 533-0573

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G. Assignment: Neither this Agreement nor Keenan's duties hereunder may be assigned without the prior written approval of Employer.

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

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I. Cooperation; Further Acts: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

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

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

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L. Governing Law And Venue: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

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M. Attorneys' Fees: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

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N. Successors And Assigns: This Agreement shall be binding on the successors and assigns of the Parties.

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H.O. Counterparts: This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original.

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H.P. Authority: Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

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<u>City of Cudahy</u>	<u>Keenan &amp; Associates</u>
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<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>		<u>By:</u>	J. Daniel Keenan
<u>Title:</u>		<u>Title:</u>	Sr. Vice President
<u>Address</u>	5220 Santa Ana St, Cudahy, CA 90201	<u>Address</u>	2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501
<u>Phone:</u>	323 773-5143	<u>Phone</u>	310 212-0363
<u>Fax</u>	323 771-2072	<u>Fax</u>	310 533-1329
<u>Attention</u>		<u>Attention</u>	Dan Keenan

DRAFT

**EXHIBIT A  
KEENAN'S SERVICES**

Keenan shall:

1. Coordinate the ongoing activities of APPLE;
2. Select vendors to provide products and services to the APPLE program ("APPLE Vendors");
3. Evaluate and review the performance of the APPLE Vendors;
4. In its discretion, remove, replace or change APPLE Vendors;
5. Act as liaison between Employer and the APPLE Vendors;
6. Act as Broker in securing one or more group annuity contracts for Employer's APPLE Plan(s);
7. Conduct periodic meetings with Employer to review the status of its APPLE Plan;
8. Inform Employer of any changes affecting the APPLE program, including, without limitation, any change in APPLE Vendors;
9. Coordinate the services of the APPLE Vendors;
10. Assist Employer in the implementing of the APPLE Plan;
11. Provide ongoing consultation to APPLE participants;
12. Work with the APPLE Vendors to resolve any customer service issues;
13. Review communication, sales, marketing and customer service materials prepared by APPLE Vendors;
14. Assist Employer in informing its employees about the availability of the APPLE Plan; and
15. Assist Employer in providing educational programs about its APPLE Plan.

**EXHIBIT B  
BROKER OF RECORD DESIGNATION**

This letter confirms that as of **July 1, 2015**, the organization listed below (“Employer”) has appointed **Keenan & Associates** (“Keenan”) as the Broker of Record in connection with the group annuity contract(s) to be issued to Employer as a participant of APPLE.

It is understood and agreed that American United Life Insurance Company (“AUL”) is the current exclusive provider of group annuity products for APPLE Plans.

As long as Employer is a participant in APPLE, it shall not seek to acquire annuity products directly from any insurance carrier or through any other broker for its APPLE Plan.

Keenan is authorized to provide a copy of this letter to AUL, and/or any subsequent APPLE group annuity provider, to demonstrate Keenan’s authority to obtain one or more annuities for Employer’s APPLE Plan. This appointment rescinds any and all previous appointments Employer may have made with respect to its APPLE Plan, and shall remain in full force and effect until Employer ceases to be a participant in APPLE.

Employer authorizes Keenan to provide representatives of prospective insurers and other coverage providers with all information regarding Employer, its operations, employees, and financial status as may be necessary for AUL, and/or any subsequent APPLE group annuity provider, to issue the APPLE group annuity contract to Employer.

Acknowledged and agreed to by:

<u>City of Cudahy</u>		<u>Keenan &amp; Associates</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>		<u>By:</u>	
<u>Title:</u>		<u>Title:</u>	

**EXHIBIT C  
FEES AND COMMISSIONS\***

During the first year of the Program, the group annuity carrier shall pay a total commission of 4.0% on any transfer assets of the plan, and 2.0% commission on the flow (new money). Keenan and MidAmerica shall each receive half of the total commissions paid on the transferred assets 2.0% and 1.0% of the flow paid by the annuity carrier.

Beginning with the second year of the program, the carrier shall pay a “trailer” commission of .8% on accumulated assets in the group annuity contract and a 3% commission on any assets that transfer from any other contracts that the plan may hold. Keenan and MidAmerica shall each receive .4% on the transfer and 1.5% on the trailer. The Trailer commission shall be calculated based upon the total plan assets beginning in the 13th month and the Transfer commission will be based on assets from other plan contracts as they transfer.

**\*The fees and commissions set forth above reflect the terms of the contracts currently in place between Keenan and the annuity provider and administrative services provider (“Vendors”). If, due to circumstances beyond our control, there is a change in either of the Vendors, the fees and commissions set forth above may be adjusted to reflect the terms of Keenan’s agreements with successor vendors.**



## Item Number 9D

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### STAFF REPORT

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**Date:** July 13, 2015  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Jose E. Pulido, City Manager/Executive Director  
By: Michael Allen, Acting Community Development Director  
**Subject:** **Parks and Recreation Commission Actions – Meeting of May 22, 2015; Planning Commission Actions – Meeting of May 18, 2015; Public Safety Commission – Meeting of May 12, 2015; and Senior and Aging Citizen Commission – Meeting of May 11, 2015**

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#### **RECOMMENDATION**

The City Council is requested to receive and file:

1. The Parks and Recreation Commission actions from their meeting of May 22, 2015; and
2. The Planning Commission actions from their meeting of May 18, 2015; and
3. The Public Safety Commission actions from their meeting of May 12, 2015; and
4. The Senior and Aging Citizen Commission from their meeting of May 11, 2015.

#### **BACKGROUND**

1. On May 11, 2015, the Senior and Aging Citizen Commission held their regularly scheduled meeting.
2. On May 12, 2015, the Public Safety Commission held their regularly scheduled meeting.
3. On May 18, 2015, the Planning Commission held their regularly scheduled meeting.
4. On May 22, 2015, the Parks and Recreation Commission held their regularly scheduled

meeting.

## **ANALYSIS**

Senior and Aging Citizen Commission: Following is a summary of actions taken at the May 11, 2015 meeting:

Members Present:

Commissioner Cornejo  
Commissioner Gessner  
Chairperson Pro-Tem Pena  
Chairperson Covarrubias

Business Session:

- 4A. A request to approve the minutes of the Regular Aging and Senior Commission meeting held on Monday April 13, 2015 and the Special Aging and Senior Commission meeting held on Monday, April 27, 2015.

Motion to approve minutes made by Commissioner Covarrubias, seconded by Commissioner Gessner.

Public Safety Commission: Following is a summary of actions taken at the May 12, 2015 meeting:

Members Present:

Commissioner Cardonne  
Commissioner Cruz  
Commissioner Gelder  
Chairperson Pro-Tem Carrera  
Chairperson Parrish

Business Session:

- 4A. April monthly report from the Volunteers on Patrol.

Motion to receive and file by Pro-Tem Carrera, seconded by Commissioner Cruz.

Approved by unanimous vote.

4B. April monthly report from the L.A. County Sheriff's Department

Motion to receive and file by Pro-Tem Carrera, seconded by Commissioner Cruz.  
Approved by unanimous vote.

4C. April monthly report from Code Enforcement Department.

Motion to receive and file by Commissioner Cruz, seconded by Gelder. Approved  
by unanimous vote.

4D. A request to approve the minutes of the regular Public Safety Commission Meeting  
held on April 14, 2015.

Motion to receive and file by Pro-Tem Carrera, seconded by Chairperson Pro-Tem  
Carrera. Approved by unanimous vote.

Planning Commission: Following is a summary of actions taken at the May 18, 2015 meeting:

Members Present:

Commissioner Alcantar  
Commissioner de Santiago  
Vice Chairman Fuentes  
Chairman Cuevas

Public Hearing:

5A. A public Hearing of the City of Cudahy Planning Commission considering  
Development Review Permit No. 41.500; to allow an upgrade to an existing soil  
vapor extraction remediation system and negative declaration located at 7200  
Atlantic Avenue in the Community Commercial zone, Resolution PC 15-05.

Motion to approve made by Commissioner Alcantar, seconded by Commissioner  
de Santiago. Approved by unanimous vote.

5B. A public hearing of the City Cudahy Planning Commission considering  
Development Review Permit No. 41.502; to allow construction of new fueling

canopies over existing diesel fuel dispensers; removal and installation of fueling canopies over existing gas dispensers; and façade improvements to the convenience store located at 8111 Atlantic Avenue in the Community Commercial Zone, Resolution No. PC 15-06.

Motion to approve made by Chairperson Cuevas, seconded by Commissioner Alcantar. Approved by a unanimous vote.

- 5C. A public hearing of the City of Cudahy Planning Commission considering Conditional Use Permit No. 38.354; to allow the transfer of a Type 20 Alcohol Beverage License issued by the Department of Alcoholic Beverage Control located at 8070 Wilcox Avenue in the Neighborhood Commercial zone, Resolution No. PC 15-07.

Motion to approve made by Chairperson Cuevas, seconded by Commissioner de Santiago. Approved by a unanimous vote.

Parks and Recreation Commission: Following is a summary of actions taken at the May 22, 2015 meeting:

Members Present:

Commissioner Rodriguez  
Chairperson Pro-Tem Venegas  
Commissioner Covarrubias

Members Absent:

Chairperson Ortega  
Commissioner Reyes

Business Session:

- 4A. A request to approve the minutes of the Special Parks and Recreation meeting held on Friday April 24<sup>th</sup>, 2015

Motion to approve item 4A made by Commissioner Ortega, seconded by Commissioner Rodriguez, approved by unanimous voice vote.

- 4B. Staff Report - Pyro Spectacular - Consideration to approve agreement with Pyro Spectacular and the Cudahy Youth Foundation to provide Fireworks during the 4th of July Celebration.

Motion to approve agreement made by Commissioner Ortega, seconded by Commissioner Rodriguez, approved by unanimous voice vote.

- 4C. Discussion Item - Security for Firework stand Commission Secretary let the Commission know that he is still waiting to hear from the vendors to provide the Foundation with quotes for the overnight security of the firework stand.

Motion to file and receive made by Chairperson Pro-Tem Venegas, seconded by Commissioner Rodriguez, approved by unanimous voice vote.

- 4D. Discussion Item: Snack Bar. Commission secretary made clear to the Commission the importance of opening the snack bar during the sports seasons. Commission Secretary told the commission that if they didn't open the snack bar the City staff will take over, and all funds generate from the snack bar will go to the City's general fund instead of the Youth Foundation. The Commissioners came up with a plan to open the snack bar Tuesday and Thursdays from 6:00 pm. to 9:00 pm. in Lugo Park

Motion to file and receive made by Commissioner Ortega, seconded by Commissioner Rodriguez, approved by unanimous voice vote.

- 4E. Discussion Item: Firework Stand Procedures Commissioners agreed to finalize the firework stand schedule by the May 22, 2015 meeting.

Motion to file table item made by Commissioner Ortega, Seconded by Commissioner Rodriguez, approved by unanimous voice vote.

## **CONCLUSION**

The City Council is requested to receive and file this report.

## **FINANCIAL IMPACT**

This item does not have an impact on the Fiscal Year (FY) 2014-15 City Budget.

## **ATTACHMENTS**

- A. Minutes of the Senior and Aging Citizen Commission, May 11, 2015
- B. Minutes of the Public Safety Commission, May 12, 2015
- C. Minutes of the Planning Commission, May 18, 2015
- D. Minutes of the Parks and Recreation Commission, May 22, 2015

**MINUTES**  
**SENIOR COMMISSION MEETING**  
**A REGULAR MEETING HELD AT LEO P. TURNER**  
**4835 CLARA STREET, CUDAHY, CALIFORNIA 90201**  
**MONDAY MAY 11, 2015 -2:00 P. M.**

**1. CALL TO ORDER**

Chairperson Covarrubias called the meeting to order at 2:11 p.m.

**2. ROLL CALL:**

**MEMBERS PRESENT:**

Commissioner Cornejo  
Commissioner Gessner  
Chairperson Pro-Tem Pena  
Chairperson Covarrubias

Pledge of Allegiance: Chairperson Covarrubias led the pledge of allegiance.

**Staff Present:** Dulce Aguilera and Victor Santiago

**3. PUBLIC COMMENT:**

Chairperson Covarrubias announced that this was time set aside to address the Commission on matters related to Commission Business.

Patricia Guerrero- Club de Oro spoke about a division between the Club de Oro and the regular senior citizens and Clara Park. Club de Oro donated music for Senior Mother's Day event on May 9, 2015 but there was a confusion regarding a cake that was donated for the event on May 8, 2015. The cake was not passed out either day. Patricia Guerrero stated that the Club de Oro is not being respected by the City of Cudahy or Victor Santiago stated that the cake was bought for Friday's event. The event was not properly planned.

**4. BUSINESS SESSION**

**4A.** A request to approve the minutes of the Regular Aging and Senior Commission meeting held on April 13, 2015 and the Special Aging and Senior Commission meeting held on April 27, 2015.

**Recommendation:** Motion to approve minutes.

Chairperson Covarrubias moved to approve the minutes. Motion was seconded by Commissioner Gessner.

**5. COMMISSION BUSINESS**

Chairperson Covarrubias requested that the city donate a cake for all the senior citizen in Clara Park including the senior in Club de Oro on Wednesday May 20, 2015.

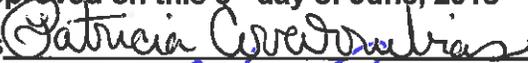
Commissioner Gessner asked for clarification on who is allowed to tell staff and community services workers direction.

Victor Santiago stated that no Commissioner or Council Members are allowed to give any staff and community services workers direction.

**6. ADJOURNMENT:**

Chairperson Covarrubias ordered the meeting adjourned at 2:36 p.m. on Monday, May 11, 2015.

**Passed and Approved on this 8<sup>th</sup> day of June, 2015**

Chairperson Patricia Covarrubias 

Commission Secretary Dulce Aguilera 

**MINUTES**  
**CUDAHY PLUBLIC SAFETY COMMISSION**  
A Regular Meeting to be held in the City Council Chambers  
5240 Santa Ana Street, Cudahy, California,  
**Tuesday- May 12, 2015 – 5:00 P.M.**

**1. CALL TO ORDER**

**Chairperson Parrish called the meeting to order at 5:00 p.m.**

**2. ROLL CALL**

**ALL MEMBERS PRESENT:** Commissioner Cardonne  
Commissioner Cruz  
Commissioner Gelder  
Chairperson Pro Tem Carrera  
Chairperson Parrish

**STAFF PRESENT:** Commission Liaison Raul Mazariegos; and Acting Community Development Director Michael Allen.

**3. PUBLIC COMMENT**

Chairperson: This is the time set aside for citizens to address the Public Safety Commission on matters relating to Commission business. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the Commission Recorder when approaching the podium. **Each person will be allowed to speak only once and will be limited to five (5) minutes.** When addressing the Commission, please speak into the microphone and voluntarily state your name and address. The proceedings for this meeting are recorded on audio CD.

Hearing no speakers, Chairperson Parrish closed the public comment.

**4. BUSINESS SESSION**

**4A.** April monthly report from The Volunteers on Patrol.  
**(Verbal Report)**

***Recommendation:*** Motion to receive and file the April report.

**Chairperson Parrish provided a brief report on the item.**

**MOTION:** Chairperson Pro Tem Carrera moved the motion to approve item 4A. Motion was seconded by Commissioner Cruz which carried with the following voice vote:

Ayes: Commissioners Gelder, Cardonne, Cruz, Chairperson Pro Tem Carrera and  
Chairperson Parrish  
Noes: None  
Abstention: None  
Absent: None

MINUTES  
PUBLIC SAFETY COMMISSION  
Tuesday May 12, 2015  
Page 2

**4B.** April monthly report from L.A County Sheriff's Department.  
**(Report attached)**

**Recommendation:** Motion to receive and file the April report.

Sgt. Bearse provided a report on the item.

**Chairperson Pro Tem Carrera had a question in regards to the Kmart property.**

**MOTION:** Chairperson Pro Tem Carrera moved the motion to approve item 4B. Motion was seconded by Commissioner Cruz which carried with the following voice vote:

Ayes: Commissioners Gelder, Cardonne, Cruz, Chairperson Pro Tem Carrera and  
Chairperson Parrish  
Noes: None  
Abstention: None  
Absent: None

**4C.** April monthly report from Code Enforcement Department.  
**(Report attached)**

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

Code Enforcement Officer Raul Mazariegos provided a brief report.

**MOTION:** Commissioner Cruz moved the motion to approve item 4C. Motion was seconded by Commissioner Gelder which carried with the following voice vote:

Ayes: Commissioners Gelder, Cardonne, Cruz, Chairperson Pro Tem Carrera and  
Chairperson Parrish  
Noes: None  
Abstention: None  
Absent: None

**4D.** A request to approve the minutes of the regular Public Safety Commission Meeting held on  
April 14, 2015  
**(Minutes attached)**

**Recommendation:** Motion to approve the minutes for the April 14, 2015 meeting.

**MOTION:** Commissioner Cruz moved the motion to approve item 4D. Motion was seconded by Chairperson Pro Tem Carrera which carried with the following voice vote:

Ayes: Commissioners Gelder, Cardonne, Cruz, Chairperson Pro Tem Carrera and  
Chairperson Parrish  
Noes: None  
Abstention: None  
Absent: None

MINUTES  
PUBLIC SAFETY COMMISSION  
Tuesday May 12, 2015  
Page 3

**5. COMMISSION BUSINESS**

Chairperson Parrish made a comment.

Commissioner Cardonne made a comment.

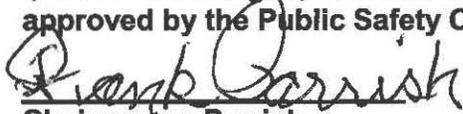
Commissioner Cruz made a comment about the Safe Route to School program.

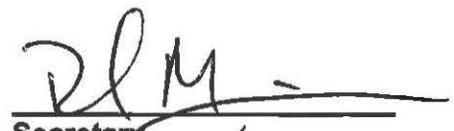
Commissioner Gelder made a comment.

Chairperson Parrish adjourned the meeting at 5:30pm

**6. ADJOURNMENT**

I, Raul Mazariegos, Commission Secretary, certify that the foregoing minutes were approved by the Public Safety Commission at a regular meeting held on June 9, 2015.

  
Chairperson Parrish

  
Secretary

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

**MINUTES  
 CUDAHY PLANNING COMMISSION  
 A Regular Meeting to be held in the City Council Chambers,  
 5240 Santa Ana Street, Cudahy, California,  
 Monday, May 18, 2015 – 6:00 P.M.**

**1. CALL TO ORDER**

Chairman Cuevas called the meeting to order at 6:05 p.m.

**2. ROLL CALL**

Present: Commissioner Alcantar  
 Commissioner de Santiago  
 Vice Chairman Fuentes  
 Chairman Cuevas

Pledge of Allegiance was led by Chairman Cuevas.

**Staff Present:** Acting Community Development Director, Michael Allen  
 Planning Technician, Didier Murillo  
 Assistant City Attorney, Lloyd Pilchen

**3. PUBLIC COMMENT**

Chairman Cuevas announced that this was the time set aside for citizens to address the Planning Commission on matters relating to Commission business. When addressing the Commission please speak into the microphone and voluntarily state your name and address. **Each person will be allowed to speak only once and will be limited to five (5) minutes.** The proceedings of this meeting are recorded on audio CD.

Chairman Cuevas opened the public comment.

Having no speakers, Chairman Cuevas closed the public comment.

**4. WAIVE FULL READING**

**4A.** Approval to waive the full text reading of all resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title only.

**Recommendation:** Motion to waive the full text reading of all resolutions on the agenda.

**MOTION:** Chairman Cuevas moved the motion to approve item 4A, motion seconded by Vice Chairman Fuentes which carried with the following roll call:

Ayes: Commissioner Alcantar, Commissioner de Santiago, Vice Chairman Fuentes,  
 Chairman Cuevas  
 Noes: None

Abstention: None  
Absent: None  
**Item Approved**

## 5. PUBLIC HEARING

**5A.** A Public Hearing of The City of Cudahy Planning Commission considering Development Review Permit No. 41.500; to allow an Upgrade to an Existing Soil Vapor Extraction Remediation System and Negative Declaration Located at 7200 Atlantic Avenue in the Community Commercial (CC) Zone, Resolution 15-05.

**Recommendation:** Staff recommends Planning Commission approve Resolution 15-05

A presentation was given by Planning Technician, Didier Murillo. Upon conclusion of the presentation Staff and Planning Commissioners engaged in a series of clarifying questions including:

Vice Chairman Fuentes asked if the project was being addresses now due to an oversight by previous administration. Acting Community Development Director Michael Allen, further elaborated that neither current staff nor the project applicant Arcadis were able to retrieve any permits for the original construction of the remediation system; therefore, by addressing the project now it would enable the applicant to remedy the contamination on site and obtain the proper entitlements. Vice Chairman Fuentes inquired if Arcadis is the property owner of the project site. Acting Community Development Director Michael Allen stated that no, Arcadis is not the property owner but they are the company who bought the rights to remedy the contamination on site. Vice Chairman Fuentes asked if staff **was** aware of any cases of people becoming ill due to the contamination. Acting Community Development Director Michael Allen stated that he was unaware of any specific directly related cases being reported.

Chairman Cuevas asked if the project was noticed to the City of Bell. Acting Community Development Director Michael Allen stated that projects get noticed within a 700 foot radius of a project site regardless of where a project is located in the City of Cudahy. Yes, Bell received notice of the project (within 700 foot radius of the project).

Vice Chairman Fuentes informed staff that the location in the City of Bell where the current Starbucks establishment is found, used to be a gas station as well. Vice Chairman Fuentes asked if staff **was** aware if that project was taken care of correctly (remediation). Acting Community Development Director Michael Allen stated that there is no visible remediation system or monitoring wells on that particular site as those found in the City of Cudahy; however they might be off site, somewhere not visible. In the City of Cudahy, monitoring wells are visible as found on the LAUSD property and along Atlantic Avenue.

Chairman Cuevas opened for Public Comment. --- No public comment.

**Recommendation:** Staff recommends Planning Commission approve Resolution 15-05.

**MOTION:** Commissioner Alcantar moved the motion to approve Resolution 15-05 (*including the modified language in the Negative Declaration that was submitted by the Los Angeles County Fire Department regarding emergency response time in the City is 4 minutes 58 seconds not 3 minutes*), motion seconded by Commissioner de Santiago which carried with the following roll call:

Ayes: Commissioner Alcantar, Commissioner de Santiago, Vice Chairman Fuentes,  
Chairman Cuevas

Noes: None

Abstention: None

Absent:

**Item Approved**

**5B.** A Public Hearing of The City of Cudahy Planning Commission considering Development Review Permit No. 41.502; to allow Construction of New Fueling Canopies Over Existing Diesel Fuel Dispensers; Removal and Installation of Fueling Canopies Over Existing Gas Dispensers; and Façade Improvements to the Convenience Store Located at 8111 Atlantic Avenue in the Community Commercial (CC) Zone, Resolution 15-06.

**Recommendation:** Staff recommends Planning Commission to approve Resolution No. 15-06.

A presentation was given by Planning Technician, Didier Murillo. Upon conclusion of the presentation Staff and Planning Commissioners engaged in a series of clarifying questions including:

Commissioner Alcantar thanked staff for adding conditions of approval especially in terms of having sufficient lighting in the project area. Commissioner Alcantar asked if the creeping vines found on site (south property line) belong to the gas station or the neighboring use. Planning Technician, Didier Murillo stated that he was unsure who the vines belong too, but they are found on the south portion of the subject property. Commissioner Alcantar stated that the current gas station is named Petro Oil and asked if the name will be returning to ARCO and if the convenience store will be an AMPM. Planning Technician Didier Murillo stated that the gas station name will indeed be returning to ARCO and the convenience store will be called "Food Mart" not AMPM. Commissioner Alcantar asked if the signage for the gas station on the corner of Atlantic Avenue and Santa Ana Street will also be upgraded. The project representative answered yes (from the audience).

Commissioner de Santiago asked if the convenience store will remain the same size. Planning Technician Didier Murillo stated that the convenience store will be remaining the same size. Commissioner de Santiago inquired if there are any future plans to develop the adjoining parcel. Acting Community Development Director Michael Allen informed the commission that specific project questions can be addressed by the applicant once all questions were answered by staff.

Chairman Cuevas opened for Public Comment. --- 1 speaker Fred Cohen (Architect/Engineer/Project representative).

Fred Cohen first wanted to thank staff for the quick turnaround in the project. Mr. Cohen continued to address previous comments/questions made during the discussion held by the Commission and staff. Regarding signage he stated that the face of the sign will change to ARCO; the store will not become an AMPM because it isn't big enough; therefore, it will remain the same. Regarding future development of the project site he stated that during various conversations with the applicant there were discussions of adding an express car wash on site. But as of now, there are no immediate plans.

Assistant City Attorney, Lloyd Pilchen asked for some clarification regarding the two separate parcels being combined. Mr. Cohen reiterated what was presented by Planning Staff, and continued to state that as part of a condition of approval the two parcels would need to be tied. This condition of

approval will enable the construction of the fueling canopies over the existing diesel fuel dispensers, which are currently built right onto property line setbacks. Mr. Cohen stated that the legal tie of the parcel might take a couple of months. Therefore, he would need to speak with the applicant and possibly decide to phase out the project to first start by completing the façade/sign improvements and construction of the fueling canopies over the existing (phase I) then proceed with (phase II) legally tie parcels and construct the fueling canopies over the existing diesel fuel dispensers.

Chairman Cuevas inquired if along with the construction of both canopies would the project entail an upgrade to the fueling stations (pumps/and other equipment). Mr. Cohen stated that there will be an upgrade to all fueling equipment. Mr. Cohen informed the commission that the ARCO gas station will slowly be moving away from providing diesel gas for big trucks (to discourage big trucks from going into the gas station). In the near future, Diesel gas will only be provided in two pump stations; mostly to serve small vehicles such as Jettas.

Vice Chairman Fuentes asked how many pumps (gas dispensers) are currently on site. Mr. Cohen informed him that there are currently 7 pumps and will remain the same. The only change is that the three diesel gas dispensers (closer to Santa Ana St/west side of property) will be changed to provide regular gas; only two of those gas dispensers will also provide diesel. Vice Chairman Fuentes continued to state that he wanted to thank the owner for decided to stay in the City of Cudahy despite not being able to receive approval of a transfer in Alcohol License (previous CUP application). Vice Chairman Fuentes asked of Mr. Cohen if he knew what the owners long term plans are. He continued to give examples in surrounding Cities where gas stations have a car wash on site, and having Chase ATM in the convenience store. Mr. Cohen stated that ARCO is returning on this site and they are eager to complete the project as was presented. Furthermore, Chase Banks have contracts with AMPM, being that the current location will remain the same size; there are no immediate plans to increase the square footage of the convenience store. Mr. Cohen has recommended that the applicant increase the square footage (approximate 3,000 sq. ft.) and bring in an AMPM store; however nothing in regards to that idea is currently set in motion.

Chairman Cuevas closed Public Comment.

Vice Chairman Fuentes inquired what the remaining timeline in approving the project was (going through City Council and beyond). Acting Community Development Director Michael Allen asked Mr. Cohen if he was ready to submit for Plan Check, to which he answered that he would be ready to submit within 1 month of final approval of DRP application. Acting Community Development Director Michael Allen stated that the project could potential be submitted for plan check prior to receiving approval from City Council, contingent on the applicant assuming liability and understanding that changes to the project may occur during City Council consideration. If the applicant waits until they receive approval by City Council, the submittals for plan check take approximately 14 business days, at which point building permits can be issued (assuming no corrections are needed). However, submitted plans often come back requiring corrections, the second submittal takes approximately 7 business days. Essentially, building permits can be issued within 1-2 months and actual construction can start in the next 6 months (depending on how quickly the applicant submits plans and gets a contractor on board).

Vice Chairman Fuentes closed by stating that one great thing that is occurring in Cudahy is similar type of improvements like the gas station on Clara Street and Wilcox Avenue (Circle K). Remaining consistent or improving (like that) would be great especially along Atlantic Avenue.

**Recommendation:** Staff recommends Planning Commission to approve Resolution No. 15-06.

**MOTION:** Chairman Cuevas moved the motion to approve Resolution No. 15-06, motion seconded by Commissioner Alcantar which carried with the following roll call:

Ayes: Commissioner Alcantar, Commissioner de Santiago, Vice Chairman Fuentes,  
Chairman Cuevas  
Noes: None  
Abstention: None  
Absent: None  
**Item passed**

**5C.** A Public Hearing of The City of Cudahy Planning Commission considering Conditional Use Permit No. 38.354; to Allow the Transfer of a Type 20 Alcohol Beverage License Issued by the Department of Alcoholic Beverage Control Located at 8070 Wilcox Avenue in the Neighborhood Commercial (NC) Zone, Resolution 15-07.

**Recommendation:** Staff recommends Planning Commission to approve Resolution No. 15-07.

A presentation was given by Planning Technician, Didier Murillo. Upon conclusion of the presentation Staff and Planning Commissioners engaged in a series of clarifying questions including:

Vice Chairman Fuentes pointed out that during the last two presentations, staff mentioned the requirement of having 6% landscaping. Planning Commission and Staff agreed that 6% is the minimum standard. However, there were discussions of possibly increasing the requirement to 8% - 10% relative to the project; Vice Chairman Fuentes asked if it would be possible to make such a change. Acting Community Development Director Michael Allen answered that the Commission can make any condition they find appropriate. However, there must be a nexus between a condition and a finding (CUP/DRP findings) or compatibility with the City's General Plan (goals/policies). Acting Community Development Director Michael Allen continues to point out that the current property has 0% landscaping in parking lot. Increasing it to the minimum standard will be a visible change. Furthermore, the 6% requirement is not inclusive of setback; 6% must be within the parking lot.

Chairman Cuevas opened for Public Comment. --- 1 speaker Jeffrey Kim (applicant representative)

Jeffrey Kim asked to get more clarification on the 6% landscaping requirement on the parking lot. He stated that his property is all concrete and was unsure as to where he could add trees or other landscaping. Acting Community Development Director Michael Allen explains that the applicant has the opportunity to speak with the Community Development Director and Planning Staff to approve the 6% landscaping location. Acting Community Development Director Michael Allen (referencing the site plan on projector screen) points to a few locations on subject site where the 6% landscaping can be placed.

Chairman Cuevas mentions that another alternative can be adding pottery with small trees/flowers/brush in them, since there is no place to put landscaping without having to break concrete. Commissioner Alcantar adds by giving an example of such pots on Broadway. Mr. Kim agrees with the idea of adding pots.

Vice Chairman Fuentes inquires what the relationship is between the business owner and the City of Cudahy and surrounding area. Mr. Kim states that they are in the City of Cudahy due to the purchase of the business.

Chairman Cuevas asks if the property owner has any future plans to further develop the subject site, perhaps by having façade improvements or adding other anti graffiti substances that can possibly deter graffiti. Acting Community Development Director Michael Allen states that the City's Municipal Code mandates that all graffiti be removed within 48 hours. However, due to previous projects brought before Planning Commission, there is a standard condition of approval placed on CUP's to have graffiti removed within 24 hours. Mr. Kim answers that they will be removing graffiti as soon as possible. Being that this is their store, they want to take ownership of their business and keep a clean establishment.

Commissioner de Santiago points out to a condition of approval on the resolution pertaining to lighting, and asks if the lighting will be improved. She continues to state that the current location does in fact have poor lighting. Acting Community Development Director Michael Allen states that before the project gets closed out. Planning staff will work with the applicant to evaluate the site and address any places where lighting must be improved. Lighting is a great/easy way to reduce/discourage any graffiti/loitering. Mr. Kim, states that the lighting will in fact be upgraded and invites planning staff to go evaluate the site.

Vice Chairman Fuentes states that as a long time City of Cudahy resident (38years) he is aware that the corner of Santa Ana Street and Wilcox Avenue has been a corner where people tend to drive/walk a little bit faster to avoid any problems. Vice Chairman Fuentes stated that he would like to encourage the applicant from keeping the establishment as a mini market and not call it a liquor store to avoid creating a negative perception. Vice Chairman Fuentes further states that the conditions of approval will help create a better image of the subject site with landscaping and lighting to name a few. Vice Chairman Fuentes inquires of staff, why there is a condition of approval pertaining to public telephones (which keeps repeating in all previous projects). Acting Community Development Director Michael Allen answers by stating that, that specific condition of approval comes directly from the Municipal Code and it was difficult for him to speculate why that is a standard condition of approval.

Acting Community Development Director Michael Allen asks the applicant if there is an existing video camera system in the market. Mr. Kim answers, yes.

**Recommendation:** Staff recommends Planning Commission to approve Resolution No. 15-07.

**MOTION:** Chairman Cuevas moved the motion to approve Resolution No. 15-07, motion seconded by Commissioner de Santiago which carried with the following roll call:

Ayes: Commissioner Alcantar, Commissioner de Santiago, Vice Chairman Fuentes, Chairman Cuevas

Noes: None

Abstention: None

Absent: None

**Item passed**

## 6. BUSINESS SESSION

- Vice Chairman Fuentes: Opened by stating that he is happy to see that landscaping is being included on all reports. He continued to mention that graffiti is an issue in the community, but as of late graffiti has been kept away and provides examples of mitigation measure done in other cities: murals, paintings on telephone (boxes). Vice Chairman Fuentes asks if these types of murals and paintings can be explored to address graffiti and also encourage civic pride in Cudahy. Further, he asks for some direction from staff as what possible commissions and steps he should take in exploring his idea. Acting Community Development Director Michael Alle, answers by saying that he was unsure how the CMC addresses murals, codes are often vague when it comes to murals. It's a tough development standard to evaluate and often times it is more political than anything else depending on the City. There are a lot of things to consider like the content of the mural, graphics of the mural, and what is considered freedom of speech. Acting Community Development Director Michael Allen continues to state that there are a lot of different strategies to combat graffiti. Currently, the City Prosecutors office is working on addressing the Graffiti abatement Municipal Code Section which will be brought before Planning Commission. Furthermore, Acting Community Development Director Michael Allen informs the commissioners that Public Safety Commission and Parks and Recreation commissions are a good first step in bringing up the topic of murals.
  - o Commissioner Alcantar adds to the discussion by bringing up an example in the City of Bell and the way that jurisdiction is seeking funding for murals. There have also been talks with council members in bringing murals to the city as well as within schools (Elizabeth Learning Center).
  - o Vice Chairman Fuentes brings up the topic of graffiti reward, which was raised by City Council. Vice Chairman Fuentes, states that the only reason he is aware of the reward is because he was present during that particular meeting; and raised the question of how can people know about such rewards if they weren't present during the meeting. Acting Community Development Director Michael Allen states that there were a lot of changes to the graffiti abatement ordinance and unfortunately people who don't attend meetings aren't aware of such changes or what ordinances exist in the City. Further, Vice Chairman Fuentes asks if it could be possible to add signage to areas that are known to have graffiti problems.
  - o Chairman Cuevas adds to the conversation by bringing up an APP (see-click-fix) that was created 1-2 years ago to take a picture of an issue and it was then reported to the City. He raised the question if the APP is still available. Acting Community Development Director Michael Allen states that the APP is no longer in place due to cost.
  - o Commissioner de Santiago adds to the conversation by stating that often-times graffiti happens during night time hours and proceeds to share with the commission a case in which she witnessed graffiti as it was happening. The question was raised, of how such cases can be reported and to whom, if graffiti is happening but a getaway car is standing by to flee the location. Acting Community Development Director Michael Allen answers by stating that a license plate number can be written down along with basic description and reported to the Sheriff's department. Often times, the Sheriff's department has an inventory of specific "tag names," and with the license plate number along with a description of the individual; the Sheriff's department can identify the

individual(s) after the fact.

- o Chairman Cuevas asks if staff is required to photo document graffiti before removal. Acting Community Development Director Michael Allen states that staff photo documents graffiti and the information is submitted to the Sheriff's department.
- Commissioner Alcantar references a condition of approval regarding that signage should not surpass 25% of window area. Acting Community Development Director Michael Allen informs the commission that Didier Murillo, Planning Technician and Code Enforcement Office Raul Mazariegos are currently reaching out to business establishments to address window coverage area. Furthermore, Commissioner Alcantar raised the question to the Assistant City Attorney, Lloyd Pilchen on how can the commission place a condition of approval on projects requiring to add creeping vines without infringing on their freedom to decide what the property would look like. Assistant City Attorney, Lloyd Pilchen, answers by stating that creeping vine is considered landscaping and it beings at ground level at one point. Now, the issue is property line, if requiring creeping vines the commission must ensure that the creeping vine gets placed on the property line of the subject project. Following up, Commissioner Alcantar asked if creeping vine would count towards the 6% landscape requirement since it's not necessarily in the parking lot area. Acting Community Development Director Michael Allen answers by stating that the way it is being presented by Commissioner Alcantar, it wouldn't be counted towards the 6% landscaping requirement since it is placing the creeping vines towards property line walls.
  - o Vice Chairman Fuentes adds to the conversation by stating that in regards to consistency in landscaping the commission would like to see a particular look throughout the City. Acting Community Development Director Michael Allen states that if the commission would like to see a sense of consistency within the shopping centers; the commission can identify particular plants/landscaping/materials/plant types. Vice Chairman Fuentes, references the Welfare Office and their use of dry landscaping (drought tolerant).
- Chairman Cuevas references a previous topic brought up during the DRP No. 41.502 discussion of potential future plans of bringing a car wash on the subject site (8111 Atlantic Avenue, ARCO gas station). The question was raised; of how such uses are permitted being that there is a water drought.
  - o Commissioner Alcantar adds to the conversation by stating that car washes use recycled water which gets treated through filtration systems.
- Chairman Cuevas references a previous discussion topic raised by Commissioner Alcantar regarding issues on a Laundromat having problems with a property owner. Commissioner Alcantar continues by saying that the adjacent property "Marisol Pupuseria," has mentioned various issues including walls feeling very warm/hot, fires, parking, and loitering (all safety issues due to the adjacent Laundromat). Also, there are no attendants on site; despite their being a condition in their CUP to have an attendant on site, at all times.
  - o Acting Community Development Director Michael Allen asks which Laundromat is being discussed and if they had to go through the CUP process. The Commission answers that that particular Laundromat (Burger King shopping center) did not go through the CUP process through the current Planning Commission. Acting Community

Development Director Michael Allen states that the Laundromat in question might have an old CUP that current Planning Staff is not aware of at this particular moment. Staff would have to look into the subject location.

- Commissioner de Santiago adds to the conversation that she has noticed that CUP's which have been previously approved don't meet/satisfy all conditions of approval. She raised the question of what is being done in regards to conducting spot checks. Acting Community Development Director Michael Allen states that there is a Public Nuisance component of the CMC which he believes the Planning Commission is the initial hearing body for nuisance abatement (he would need to double check). Further, Acting Community Development Director Michael Allen states that the Planning Commission can call for reviews of entitlements or properties for nuisance abatement purposes. Moreover, Acting Community Development Director Michael Allen states that Didier Murillo, Planning Technician is working on a long list of CUP's (approximately 500). Currently staff is only able to reference the CUP's from the last two years since (Acting Community Development Director Michael Allen and Planning Technician Didier Murillo have been with the City). Moving forward, staff will begin working on a plan to look at previous CUP's.
  - Commissioner Alcantar asks if it would be possible to request to bring back a specific CUP without breaking some sort of rule. She then mentions a previous Zumba CUP which was approved and would like to see that particular CUP brought back for review (if possible) due to products being sold on site which are not part of the CUP conditions of approval.
  - Commissioner de Santiago adds to the conversation by stating that she would also like to see the Zumba CUP brought back and is aware of products being sold on site. Furthermore, she's noticed that the business is open past business hours and other classes (Men's self defense) are being offered on site.
  - Assistant City Attorney Lloyd Pilchen and Acting Community Development Director Michael Allen briefly discuss amongst themselves what the process in bringing back CUP before Planning Commission is. Assistant City Attorney Lloyd Pilchen and Acting Community Development Director Michael Allen inform the commission that this particular topic would have to be placed on the Agenda for in depth discussion of the policies/procedures for CUP reviews. As a result Planning Staff will bring before council a report indicating the policies and procedures for reviewing CUP's.
- Vice Chairman Fuentes closes by inquiring about a previous CUP to allow a Charter School which the Planning Commission previous denied. However, the CUP was approved by City Council.
- Acting Community Development Director Michael Allen states that the CUP was appealed by the applicant and subsequently approved by City Council.
  - Chairman Fuentes informs staff that he has noticed the subject site's doors being open (on two occasions) early in the mornings and nobody was on site. Acting Community Development Director Michael Allen informed him that there are current tenant improvements on site and it will be brought up to their attention to be aware of doors remaining open despite no one being on site to monitor.

- Vice Chairman Fuentes inquired about the process for vendors and their Professional Agreements; then he makes a reference to the vendor who maintains the trees in Cudahy. He asks if there is any additional program within their agreement to have them donate trees; or who would be in charge of coming up with such a program to include within the agreement. Acting Community Development Director Michael Allen states that City Council would be the approving body who would make such a stipulation. Further, Acting Community Development Director Michael Allen informs the commission that TLC is in the business of removing and trimming trees and as part of their service; they often provide the City with free wood chips which get used in the landscape areas. Acting Community Development Director Michael Allen continues to inform the commission of Consolidated Republic (trash hauler) and a term which is stipulated that they donate x number of hours, and provide the City with a page of advertisement when needed. Vice Chairman Fuentes also inquires about the I.T. contract and the City website. Acting Community Development Director Michael Allen states that the website wasn't part of the I.T. contract.

Lastly, Vice Chairman Fuentes asks for some clarification as to what the boundaries/border of the City of Cudahy are. Acting Community Development Director Michael Allen points to a map located in the council chambers to help illustrate the boundaries/border of the City.

## 7. COMMISSION BUSINESS

## 8. ADJOURNMENT

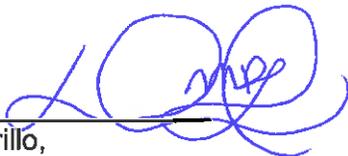
The regular meeting of the Cudahy Planning Commission was adjourned at 7:53 p.m. May 18, 2015 in the City Council Chambers, 5240 Santa Ana St., Cudahy, California.

**PASSED AND APPROVED, this 15<sup>th</sup> Day of June 2015**



Gilbert Cuevas,  
Chairman

ATTEST:



Didier Murillo,  
Planning Technician

## **MINUTES**

Cudahy Parks and Recreation Commission,  
Cudahy Youth Foundation (CYF)  
A Regular meeting held in the Council Chambers,  
5220 Santa Ana St, Cudahy, CA 90201  
**Friday May 22, 2015 - 6:00pm**

**1. Chairperson Covarrubias called the meeting to order at 6:05 p.m.**

### **2. ROLL CALL**

Present: Commissioner Rodriguez  
Chairperson Pro-Tem Venegas  
Commissioner Covarrubias

Absent: Chairperson Ortega  
Commissioner Reyes

Pledge of Allegiance was led by Commissioner Rodriguez

### **3. PUBLIC COMMENT**

Chairperson Covarrubias announced that this was the time set aside for citizens to address the Parks and Recreation Commission/Foundation on matters relating to Commission/Foundation business.

**Hearing no speakers Commissioner Covarrubias ordered the session closed.**

### **4. BUSINESS SESSION**

**4A.** A request to approve the minutes of the Regular Parks and Recreation meeting held on Friday April 24th, 2015

Motion to approve item 4A made by Chairperson Covarrubias, seconded by Commissioner Venegas, approved by unanimous voice vote.

**4B.** Update - Lugo Park renovation, and expansion park renovation.

Commission secretary gave a brief update on the status of the both the Lugo, and Expansion park renovations.

Motion to file and receive made by Commissioner Rodriguez, seconded by Chairperson Covarrubias, approved by unanimous voice vote.

**4C.** Update - Pocket Park

Commission Secretary gave a brief announcement on the project that will take place during the 3 week of June.

Motion to file and receive made by Commissioner Rodriguez, seconded by Chairperson Covarrubias, approved by unanimous voice vote.

**4D. Create Policy - Subsidizing sports registration fees for Cudahy Youth.**

Commission requested to move item to a special meeting and create an ad-hoc committee to discuss item further before making a decision.

Motion to table item made by Commissioner Rodriguez, seconded by Chairperson Covarrubias, approved by unanimous voice vote.

**4E. Update - Tennis Courts in Cudahy Park.**

Commission secretary notify the commission that at this time the City didn't have any plans to renovate/improve the Tennis courts in Cudahy Park.

Motion to file and receive item made by Commissioner Rodriguez, Seconded by Chairman-Pro Tem Venegas, approved by unanimous voice vote.

**4F. Discussion Item: Firework stand procedures. (Continue)**

Commission moved item to a special meeting for Wednesday June 3 at 6:00pm in the Council chambers.

Motion to table item made by Commissioner Rodriguez, seconded by Chairperson Covarrubias, approved by unanimous voice vote.

**4G. Update - CYF Snack Bar.**

Commission secretary gave an update on the Cudahy Youth Foundation snack bar sales.

Motion to file and receive item made by Commissioner Rodriguez seconded by Chairperson Covarrubias, approved by unanimous voice vote.

**4H. Agree to receive and accept the return of organization exempt from income tax - federal form 990 and related state forms.**

Motion to receive and file forms made by Commissioner Rodriguez, seconded by Chairperson Covarrubias, approved by unanimous voice vote.

**5. COMMISSION/CYF BUSINESS**

Commissioner Reyes requested to limit the watering at Lugo Park field. Since the water just pools and doesn't drain well. It results in a muddy field for the kids who practice in the afternoon.

**6. ADJOURNMENT**

Hearing no objections Commissioner ordered the meeting to be adjourned.

The Special meeting of the Cudahy Parks & Recreation Commission was adjourned at 7:32p.m. on Friday May 22, 2105 in the Council Chambers, 5220 Santa Ana St, Cudahy, California 90201

**PASSED, APPROVED AND ADOPTED this 26 day of June 2015**

  
Chairperson Covarrubias

ATTEST:

  
Commission Recorder  
Victor Santiago



## Item Number 9E

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### STAFF REPORT

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**Date:** July 13, 2015  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Jose E. Pulido, City Manager/Executive Director  
By: Jessica Balandran, Senior Administrative Analyst  
**Subject:** **Consideration to Approve Resolution No. 15-35, Authorizing an Application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self Insure Workers' Compensation Liabilities**

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#### **RECOMMENDATION**

The City Council is requested to approve Resolution No. 15-35, authorizing the City Manager to apply for a Certificate of Consent from the California Department of Industrial Relations Office of Self Insurance Plans (OSIP) to self insure the City's workers' compensation liabilities.

#### **BACKGROUND**

1. Effective January 1, 2003, California Labor Code Section 3700, states that every employer needs to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code.
2. On May 19, 2015, the Council approved membership in to the Municipal Insurance Cooperative (MIC).
3. On June 1, 2015, California Joint Powers Insurance Authority (CJPIA) requested the City turn in the original Certificate of Consent #5009-029 to self insure. The City was unable to locate this certificate and notified OSIP and CJPIA. CJPIA notified OSIP of the City's change in coverage and requested the removal from CJPIA's list of covered entities.
4. On July 1, 2015, the City joined the MIC for the purposes of pooling Liability and Workers' Compensation insurance coverage.

## **ANALYSIS**

The City was previously filed with OSIP under the CJPIA's list of covered entities. However, since the City has removed itself from CJPIA and is now purchasing excess workers' compensation coverage through a non-risk sharing pool, MIC, the City will have to file for a new application to self insure with OSIP effective July 1, 2015. Completing the application process and submitting to the OSIP is required for approval for a new certificate of consent to self insure.

The attached resolution uses the specific language required by the California Department of Industrial Relations Office of Self Insurance Plans.

## **CONCLUSION**

If the Council approves the resolution, the City will move forward with the requirements of MIC and the State of California.

## **FINANCIAL IMPACT**

The approval of this Resolution will not impact the City Budget. This Resolution will serve as notification to the State and meet California Labor Code Section 3700 concerning workers' compensation requirements.

## **ATTACHMENTS**

- A. Resolution No. 15-35
- B. Application for a Public Entity Certificate of Consent to Self Insure (Form No. A4-2 from the California Department of Industrial Relations Office of Self Insurance Plans [OSIP])

**RESOLUTION NO. 15-35**

**A RESOLUTION OF THE CITY OF CUDAHY,  
AUTHORIZING APPLICATION TO THE DIRECTOR OF  
INDUSTRIAL RELATIONS, STATE OF CALIFORNIA  
FOR A CERTIFICATE OF CONSENT TO SELF INSURE  
WORKERS' COMPENSATION LIABILITIES**

WHEREAS, the City of Cudahy is required to obtain a certificate of consent to Self Insure workers' compensation liabilities from the California Department of Industrial Relations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cudahy, California, as follows:

Section 1. That the City Manager, or his designee, is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self Insure workers' compensation liabilities on behalf of the City of Cudahy and to execute any and all documents required for such application.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Cudahy at its regular meeting on this 13<sup>th</sup> day of July, 2015.

---

Cristian Markovich, Mayor

ATTEST:

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Deputy City Clerk

**CERTIFICATION**

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

I, \_\_\_\_\_, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 15-35 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 13<sup>th</sup> day of July, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES: Councilmembers (s):

NOES: Councilmembers (s):

ABSENT: Councilmembers (s):

ABSTAIN: Councilmembers (s):

---

Deputy City Clerk



Our File: \_\_\_\_\_

## APPLICATION FOR A PUBLIC ENTITY CERTIFICATE OF CONSENT TO SELF INSURE

NOTE: All questions must be answered. If not applicable, enter "N/A".  
Workers' compensation insurance must be maintained until certificate is effective.

### APPLICANT INFORMATION

Legal Name of Applicant (show exactly as on Charter or other official documents):

City of Cudahy

Street Address of Main Headquarters:

5220 Santa Ana Street

Mailing Address (if different from above):

Federal Tax ID No.:

95-6006488

City, State, Zip Code

Cudahy, CA 90201

TO WHOM DO YOU WANT CORRESPONDENCE REGARDING THIS APPLICATION ADDRESSED?

Name: Jessica Balandran

Title: Senior Administrative Analyst

Company Name: City of Cudahy

Mailing Address: 5220 Santa Ana Street

City: Cudahy

State: CA

Zip + 4: 90201-6024

Telephone Number: (323) 773-5143 x240

Email: jbalandran@cityofcudahyca.gov

#### Type of Public Entity (check one):

City and/or County     School District     Police and/or Fire District     Hospital District     Joint Powers Authority

Other (describe): \_\_\_\_\_

#### Type of Application (check one):

New Application     Reapplication due to Merger or Unification     Reapplication due to Name Change

Other (describe) \_\_\_\_\_

Date Self Insurance Program will begin: 07/01/15

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**CURRENT PROGRAM FOR WORKERS' COMPENSATION LIABILITIES**


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Currently Insured with State Compensation Insurance Fund, Policy Number:

Policy Expiration Date: \_\_\_\_\_ Yearly Premium: \$ \_\_\_\_\_

Current Yearly Incurred (paid & unpaid) Losses: \$ \_\_\_\_\_ (FY or CY)

Currently Self Insured, Certificate Number: 5009-029

Name of Current Certificate Holder: City of Cudahy

Other (describe): \_\_\_\_\_

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**JOINT POWERS AUTHORITY**


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Will the applicant be a member of a workers' compensation Joint Powers Authority for the purpose of pooling workers' compensation liabilities?

Yes  No If yes, then complete the following:

Effective date of JPA Membership: \_\_\_\_\_ JPA Certificate No.: \_\_\_\_\_

Name and Title of JPA Executive Officer:

\_\_\_\_\_  
Name of Joint Powers Authority Agency:

\_\_\_\_\_  
Mailing Address of JPA:

\_\_\_\_\_  
City:

\_\_\_\_\_  
State:

\_\_\_\_\_  
Zip + 4:

\_\_\_\_\_  
Telephone Number:

---

**PROPOSED CLAIMS ADMINISTRATOR**


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Who will be administering your agency's workers' compensation claims? (check one)

JPA will administer, JPA Certificate No.: \_\_\_\_\_

Third party agency will administer, TPA Certificate No.: 062

Public entity will self administer

Insurance carrier will self administer

Name of Individual Claims Administrator:

Josie Thompson

Name of Administrative Agency:

Keenan & Associates

Mailing Address:

4204 Riverwalk Parkway, Suite 400

\_\_\_\_\_  
City:

\_\_\_\_\_  
State:

\_\_\_\_\_  
Zip + 4:

Riverside

CA

92505-3287

Telephone Number: (951) 715-0190

FAX Number: (951) 715-0166

Number of claims reporting locations to be used to handle the agency's claims: 1

Will all agency claims be handled by the administrator listed on previous page?  Yes  No

**AGENCY EMPLOYMENT**

Current Number of Agency Employees: 45

Number of Public Safety Officers (law enforcement, police or fire): 0

If a school district, number of certificated employees: \_\_\_\_\_

Will all agency employees be included in this self insurance program?  Yes  No

If no, explain who is not included and how workers' compensation coverage is to be provided to the excluded agency employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INJURY AND ILLNESS PREVENTION PROGRAM**

Does the agency have a written Injury and Illness Prevention Program?  Yes  No

Individual responsible for agency Injury and Illness Prevention Program:

Name and Title:

Jessica Balandran - Senior Administrative Analyst

Company or Agency Name:

City of Cudahy

Mailing Address:

5220 Santa Ana Street

City:

Cudahy

State:

CA

Zip + 4:

90201-6024

Telephone Number: (323) 773-5143 x240

**SUPPLEMENTAL COVERAGE**

Will your self insurance program be supplemented by any insurance or pooled coverage under a standard workers' compensation insurance policy?  Yes  No

If yes, then complete the following:

Name of Carrier or Excess Pool: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective Date of Coverage: \_\_\_\_\_

Will your self insurance program be supplemented by any insurance or pooled coverage under a specific excess workers' compensation insurance policy?  Yes  No

If yes, then complete the following:

Name of Carrier or Excess Pool: Arch Insurance Company

Policy Number: WCX 0057220 00

Effective Date of Coverage: 07/01/15

Retention Limits: \$75,000

Will your self insurance program be supplemented by any insurance or pooled coverage under an aggregate excess (stop loss) workers' compensation insurance policy?  Yes  No

If yes, then complete the following:

Name of Carrier or Excess Pool: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective Date of Coverage: \_\_\_\_\_

Retention Limits: \_\_\_\_\_

RESOLUTION OF GOVERNING BOARD

See Attached Resolution-Page 5

CERTIFICATION

The undersigned on behalf of the applicant hereby applies for a Certificate of Consent to Self Insure the payment of workers' compensation liabilities pursuant to Labor Code Section 3700. The above information is submitted for the purpose of procuring said Certificate from the Director of Industrial Relations, State of California. If the Certificate is issued, the applicant agrees to comply with applicable California statutes and regulations pertaining to the payment of compensation that may become due to the applicant's employees covered by the Certificate.

Signature of Authorized Official:

Date:

Typed Name:

Jose E. Pulido

Title:

City Manager

Agency Name:

City of Cudahy

Seal

(Emboss seal above or Notarize signature)

RESOLUTION NO.: \_\_\_\_\_ DATED: \_\_\_\_\_

A RESOLUTION AUTHORIZING APPLICATION  
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA  
FOR A CERTIFICATE OF CONSENT TO SELF INSURE  
WORKERS' COMPENSATION LIABILITIES

At a meeting of the Board of Cudahy City Council  
\_\_\_\_\_ (enter title)

of the City of Cudahy  
\_\_\_\_\_ (enter name of public agency, district)

a City  
\_\_\_\_\_ (enter type of agency) organized and existing under the laws of

the State of California, held on the \_\_\_\_\_ day of \_\_\_\_\_, 20<sup>15</sup>, the

following resolution was adopted:

**RESOLVED, that the** City Manager  
\_\_\_\_\_ (enter position titles)

**be and they are hereby severally authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self Insure workers' compensation liabilities on behalf of the**

City of Cudahy  
\_\_\_\_\_ (enter name of district)

**and to execute any and all documents required for such application.**

I, \_\_\_\_\_, the undersigned \_\_\_\_\_  
\_\_\_\_\_ (enter name) (enter title)

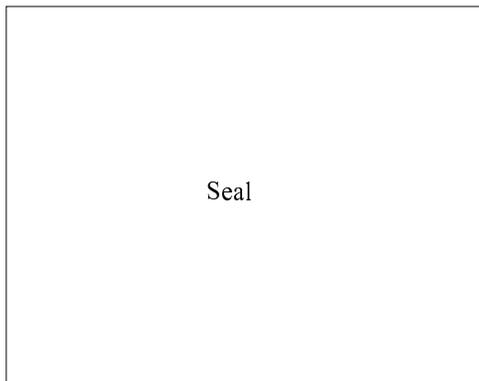
of the Board of the said City of Cudahy  
\_\_\_\_\_ (enter name of agency)

a City  
\_\_\_\_\_ (enter type of agency), hereby certify that I am the \_\_\_\_\_  
\_\_\_\_\_ (enter title)

of said City  
\_\_\_\_\_ (enter type of agency), that the foregoing is a full, true and correct copy of the resolution duly

passed by the Board at the meeting of said Board held on the day and at the place herein specified and that said resolution has never been revoked, rescinded, or set aside and is now in full force and effect.

**IN WITNESS WHEREOF: I HAVE SIGNED MY NAME AND AFFIXED THE SEAL OF THIS**



City  
\_\_\_\_\_ (enter type of agency)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
(Signature)

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# Item Number 9F

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## STAFF REPORT

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**Date:** July 13, 2015  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Jose E. Pulido, City Manager/Executive Director  
By: Steven Dobrenen, Finance Director  
**Subject:** **Consideration to Approve Resolution No. 15-36, Authorizing the City Manager to Enter into Contracts for Deposit of Moneys with Union Bank**

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### RECOMMENDATION

The City Council is requested to:

1. Approve Resolution No. 15-36, authorizing the City Manager to enter into contracts with Union Bank for the establishment of trust bank accounts for property & liability, and workers' compensation claims; and
2. Authorize the City Manager to send letters to Union Bank authorizing Keenan & Associates to act in the name of and on behalf of the City with respect to trust accounts for property & liability, and workers' compensation claims.

### BACKGROUND

1. On June 3, 2014, the City approved a Contract Services Agreement with Keenan & Associates to provide Risk Management Program Evaluation Services in two phases. (Attachment E):
  - Phase I
    - Identification of Risk
    - Coverage Analysis & Techniques to Manage Risks
  - Phase II
    - Program Marketing
    - Implementation of Risk Management Techniques

- Monitor and Evaluate Results

2. On December 10, 2014, Keenan & Associates met with staff to provide insurance program alternatives based on the City's needs and historical losses.
3. On February 17, 2015, Keenan & Associates provided staff an insurance recommendation and preliminary insurance program indication for coverage for Fiscal Year (FY) 2015-16 for MIC.
4. On March 12, 2015, the Municipal Insurance Purchasing Cooperative Joint Powers Authority (MIC) Board convened and unanimously approved membership for the City.
5. On April 21, 2015, at a regular City Council meeting, Keenan & Associates gave a presentation of their findings during the presentation section of the meeting.
6. On May 19, 2015, the Council approved participation in the MIC for the City's general liability, workers' compensation, property and other insurance needs, adopted Resolution 15-19, authorizing membership in MIC and appointing two representatives as the official representatives to the MIC JPA, and approved the Municipal Insurance Purchasing Cooperative Joint Exercise of Powers Agreement.
7. On July 1, 2015, the City obtained coverage for property, general liability, workers' compensation, and crime coverage through the MIC. The city has been working with Keenan & Associates during implementation to set up Keenan & Associates as the third party claims administrator for property and liability, and workers' compensation claims handling.

### **ANALYSIS**

Every year Keenan & Associates will provide a loss analysis to properly calculate the appropriate self-insured retention based upon the city's historical loss data to properly plan and prepare for future claims. The loss findings for FY 2015-16 are projected at \$40,000 for general liability and \$50,000 for workers' compensation. The City will reserve these funds for anticipated claims.

### **Self-Insured Retention (SIR)**

As a member of MIC each Member City chooses their SIR (similar to a deductible) for each line of coverage without any pooling of risks between members. MIC uses the collective buying power of all members to achieve lower costs for transferred coverages without the perception of one entity unfairly subsidizing the insurance risks of another member City.

The City's SIR with MIC's coverage program consists of \$50,000 SIR for property and general liability and \$75,000 SIR for workers' compensation. Accordingly, the City will reserve these funds up to the SIR for anticipated claims by placing the amounts in a trust account for each line of coverage with Union Bank. A minimum threshold of \$25,000 has been established for each account. Keenan & Associates will handle the reconciliation of both trust accounts, monitor the minimum threshold and provide monthly banking reports to the City.

In evaluating the options, staff determined that Keenan & Associates is the best option for the City's handling of the trust accounts for property, general liability, and workers' compensation.

### **CONCLUSION**

If approved by City Council, Resolution 15-xx will allow trust accounts for Property & Liability and Workers' Compensation claims to be established for the City of Cudahy to allow Keenan the administrative ability to pay claims in a timely manner once approved and due.

### **FINANCIAL IMPACT**

The costs will be charged to the General Fund as claims are submitted and paid. While the SIRs were established for purposes of setting insurance rates the amounts budgeted in FY 2015-16 City Budget were \$40,000 for Property & Liability, and \$75,000 for Workers' Compensation

### **ATTACHMENTS**

- A. Proposed Resolution No. 15-36
- B. Contract for Deposits of Money

## RESOLUTION NO. 15-36

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH UNION BANK, N.A. TO MAKE DEPOSITS PURSUANT TO GOVERNMENT CODE SECTION 53679**

WHEREAS, California Government Code 53679 states how money belonging to a local agency under control of any of its officers shall be deposited; and

WHEREAS, California Government Code 53679 specifically stipulates that money not under control of the treasurer but belonging to a local agency and under the control of any of its officers or employees other than the treasurer may deposit funds as active deposits or inactive deposits; and

WHEREAS, for deposits in excess of the amount insured under any federal law, a contract in accordance with is required; and

WHEREAS, deposits in an amount less than that insured pursuant to federal law are not subject to California Government Code 53679; and

WHEREAS, on July 21, 2010, President Barack Obama signed the Dodd-Frank Wall Street Reform and Consumer Protection Act, which, in part, permanently raised the current standard maximum deposit insurance amount to \$250,000 per account; and

WHEREAS, the City Council of the City of Cudahy (the "City") seeks to authorize the City Manager to enter into contracts with Union Bank, N.A. relating to any deposit, which in his or her judgment is to the public advantage, pursuant to California Government Code 53679.

**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 Council of the City of Cudahy authorizes the City Manager, under California Government Code 53649, to enter into any contract with Union Bank, N.A. (the "Bank") relating to any deposit, which in his or her judgment is to the public advantage. Contracting requirements may include:

1. Establish bank accounts and services;
2. Sign, or change in writing, agreements with the Bank regarding the City's bank deposit relationship;
3. Specify in writing to the Bank the individuals who are authorized in the name of and on behalf of the City to:
  - Withdraw funds from any of the City's banking accounts on the City's checks or orders.

- Endorse and deliver to the Bank, for any purposes, and in any amount, negotiable or non-negotiable items of any kind, and owned by, or held by, or payable to the City.
- Send, review, and/or authorize wire and electronic transfers of funds from the City accounts. Such authority may be exercised by the City Manager acting alone, regardless of any multiple signature requirements otherwise applicable to the accounts.
- Otherwise access the City's deposit accounts.

SECTION 2. This authority granted from the City Council to the City Manager shall remain in effect until the Bank receives written notice of revocation at the office where the City's banking relationship is maintained.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Cudahy at its meeting on this 13<sup>th</sup> this of July, 2015.

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Christian Markovich, Mayor

ATTEST:

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Interim City Clerk

**CERTIFICATION**

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

I, \_\_\_\_\_, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 15-36, was passed and adopted by the City Council of the City of Cudahy at a meeting held on the 13<sup>th</sup> day of July, 2015 by the following vote, to-wit:

AYES:            Council Member(s):

NOES:            Council Member(s):

ABSTAIN:        Council Member(s):

ABSENT:         Council Member(s):

\_\_\_\_\_  
Interim City Clerk

BANK FILE NUMBER	TREASURER FILE NUMBER
AGENT OF BANK FILE NUMBER	AUDITOR NUMBER

## CONTRACT FOR DEPOSIT OF MONEYS

THIS CONTRACT, relating to the deposit of moneys, is made as of the 14th day of June, 2015, between Jose E. Pulido (“Treasurer”), acting in his or her official capacity as City Manager of City of Cudahy (“Depositor”), and Union Bank, N.A. (“Bank”), as depository and having a shareholder’s equity of Fourteen Billion, Nine Hundred Eighty Two Million, Four Hundred Fifth Three Thousand Dollars (\$14,982,453,000.00.) on March 31, 2015.

The Treasurer proposes to deposit in the Bank from time to time moneys in his or her custody in an aggregate amount on deposit at any one time not to exceed the total shareholder’s equity of the Bank and said moneys will be deposited subject to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the State of California.

The Government Code requires the Treasurer to enter into a contract setting forth the conditions upon which said moneys are deposited with the Bank.

In the judgment of the Treasurer, this contract is to the public advantage.

The parties agree as follows:

1. This contract cancels and supersedes any previous contracts between the Treasurer and the Bank relating to the method of collateralization of Depositor's deposits.
2. This contract, but not deposits then held hereunder, is subject to termination by the Treasurer or the Bank at any time upon 30 days' written notice. Deposits may be withdrawn in accordance with the agreement of the parties and applicable federal and state statutes, rules and regulations. This contract is subject to modification or termination upon enactment of any statute, rule, or regulation, state or federal, which, in the opinion of the Administrator of Local Agency Security of the State of California (the “Administrator”), is inconsistent herewith, including any change relative to the payment of interest upon moneys so deposited by the Treasurer. Upon notice to the Treasurer from the Administrator that the Bank failed to pay assessments, fines or penalties assessed by the Administrator, the Treasurer may withdraw Depositor's deposits from the Bank. Upon notice to the Treasurer from the Administrator that the Bank failed to pay fines or penalties assessed by the Administrator, the Treasurer may immediately withdraw authorization for the placement of pooled securities with the Agent of the Bank.
3. Interest shall accrue on any moneys so deposited as permitted by any act of the Congress of the United States or by any rule or regulation of any department or agency of the federal government. If interest may legally be paid on the account into which the moneys are deposited, then all moneys deposited shall bear interest at a rate agreed upon by the Treasurer and the Bank.
4. The Bank shall issue to the Treasurer for each inactive deposit a receipt or other evidence of deposit on a form agreed to by the Bank and the Treasurer, stating, when required, the interest to be paid, if any, the duration of the deposit, the frequency of interest payments, if any, and the terms of withdrawal. Each such form is by reference made a part of this contract.
5. The Bank will maintain at all times with the Agent of the Bank as security for Depositor's deposits (a) eligible securities of the classes described in Government Code Section 53651, except subdivisions (m) and (p), having a market value at least 10% in excess of the total amount of deposits secured by those securities, (b) eligible securities of the class described in subdivision (m) of Government Code Section 53651 having a market value at least 50% in excess of the total amount of deposits secured by those securities and (c) eligible securities of the class described in subdivision (p) of Government Code Section 53651 having a market value of at least 5% in excess of the total amount of deposits secured by those securities. If the Administrator determines that a security is not qualified to secure public deposits, the Bank will substitute other securities to comply with the requirements of this paragraph.
6. Eligible securities are those listed in Government Code Section 53651.
7. The Treasurer hereby waives security for that portion of the total amount on deposit which is insured pursuant to federal law.
8. The Agent of the Bank, which the Treasurer and the Bank hereby authorize to hold the eligible securities posted as collateral under this contract, is the Trust Department of the Bank. The Agent of the Bank has filed with the Administrator an agreement to comply in all respects with all provisions of the Local Agency Deposit Security Law as set forth in the Government Code and Local Agency Deposit Security Regulations.
9. Authority for placement of securities for safekeeping in accordance with Government Code Section 53659 is hereby granted to the Agent of the Bank, including placement with any Federal Reserve Banks or branches thereof, and the following banks or trust companies, other than the Bank:
  - Depository Trust Company, New York, New York;
  - Citibank, New York, New York

10. If the Bank fails to pay all of any moneys on deposit of the Depositor which are subject to this contract when ordered to do so in accordance with the terms of withdrawal set forth on the deposit receipt (which is by reference made a part hereof), the Treasurer will immediately notify, in writing, the Administrator. Action of the Administrator in converting the collateral required by paragraph 5 above for the benefit of the Depositor is governed by Government Code Section 53665.

11. The Bank may add, substitute or withdraw eligible securities being used as security for deposits made hereunder in accordance with Government Code Section 53654, provided the requirements of paragraph 5 above are met. The Bank shall not interchange classes of security (as defined in Government Code Section 53632.5) without the prior written approval of the Treasurer.

12. The Bank shall have and hereby reserves the right to collect the interest on the securities except in cases where the securities are liable to sale or are sold or converted in accordance with the provision of Government Code Section 53665.

13. The Bank will pay all expenses incurred in transporting eligible securities maintained as collateral for moneys on deposit to and from the Agent of the Bank. The Depositor will pay (or promptly reimburse

the Bank for or otherwise compensate the Bank for) all expenses incurred in transporting all moneys deposited with the Bank to and from the Treasurer's office. The Depositor will pay the Bank (or otherwise compensate the Bank for) the fees and charges stated in the Bank's then current Schedule of Fees (unless the Bank and the Treasurer otherwise agree) for handling, collecting and paying all checks, drafts and other exchange or securities according to the Bank's normal practices.

14. This contract, the parties hereto, and all deposits governed by this contract shall be subject in all respects to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the State of California, and of all other state and federal laws, statutes, rules and regulations applicable to such deposits, whether now in force or hereafter enacted or promulgated, all of which are by this reference made a part hereof.

IN WITNESS WHEREOF, the Treasurer in his or her official capacity has signed this contract in quadruplicate and the Bank has caused this contract to be executed in like number by its duly authorized officer.

**UNION BANK, N.A.**

By:

Name:  
Title:

By:

Name:  
Title:



# Item Number 9G

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## STAFF REPORT

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**Date:** July 13, 2015

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

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

**Subject:** **Consideration of a Proposed Agreement with Demetriou, Del Guercio, Springer & Francis, LLP to be Special Counsel to the City of Cudahy as Successor Agency to the Former Cudahy Community Development Commission**

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### **RECOMMENDATION**

City staff recommends that the City Council authorize the City Manager to execute on behalf of the City of Cudahy/City of Cudahy as Successor Agency the attached Attorney Fee Agreement between Demetriou Del Guercio Springer and Francis LLP and the City of Cudahy as Successor Agency to the former Cudahy Community Development Commission ("Successor Agency") for special legal services concerning environmental review and analysis of the real properties that the Successor Agency intends to acquire and include in the Long Range Property Management Plan ("LRPMP").

### **BACKGROUND**

1. On March 18, 2011, City of Cudahy (the "City") created the Economic Development Corporation (the "EDC"), a California public benefit corporation, for the purpose of eliminating blight. The EDC's Internal Revenue Service Form 1023 states that the EDC "will eliminate blight in the City. The [EDC] . . . will work closely with the City to acquire and construct community facilities, low and moderate income housing units and other development which will improve the community for the residents of the City... [EDC] is formed to eliminate governmental burdens...;"
2. In April 2011, in furtherance of the EDC's mission to enable community redevelopment in the City, the RDA transferred its assets to the EDC prior to the effective date of ABx26.
3. On or about June 26, 2011, the California State Legislature enacted Assembly Bill x 26

("ABx26") and subsequently, in June 2012, adopted Assembly Bill 1484 ("AB1484") (collectively referred to as the "Dissolution Act"), to dissolve all community redevelopment agencies throughout the State of California.

4. On or about April 14, 2014, the State Controller's Office ("SCO") ordered the EDC to transfer the assets it acquired from the Cudahy Community Development Commission to the Successor Agency.
5. On February 3, 2015, the Successor Agency adopted Resolution No. 15-01, approving an Asset Transfer Agreement between the EDC and the Successor Agency to effectuate the asset transfer ordered by the SCO.
6. On February 5, 2015, the Board of Directors of the EDC adopted Resolution No. EDC-15-01, approving the Asset Transfer Agreement.
7. On March 12, 2015, the Oversight Board to the Successor Agency (the "Oversight Board") adopted Resolution No. OB15-07 approving the Asset Transfer Agreement.
8. On March 12, 2015, the Successor Agency staff directed consultant Cheryl Murase to transmit Resolution No. OB15-07 to the State Department of Finance ("DOF") for its consideration and approval.
9. On April 23, 2015, the DOF notified the Successor Agency that it would not take a position as to whether the Asset Transfer Agreement complies with SCO's order set forth in the Transfer Report.
10. On May 19, 2015, the Cudahy Successor Agency approved an amendment to the Asset Transfer Agreement between the EDC and Successor Agency to effectuate the asset transfer ordered by the SCO.
11. On June 4, 2015, the EDC approved the amendment to the Asset Transfer Agreement that would permit the EDC to transfer all of the real and non-real property assets to the Successor Agency without requiring the approval of the DOF or Oversight Board.
12. On June 15, 2015, Olivarez Madruga, LLP filed a Petition for Writ of Mandate and complaint for Declaratory and injunctive Relief with the Superior Court of the State of California, County of Sacramento ("Writ of Mandate") on behalf of the Successor Agency.

## **ANALYSIS**

The Successor Agency submitted the Asset Transfer Agreement by and between the EDC and the Successor Agency to transfer the real and non-real property assets to the Successor Agency that would allow the Successor Agency to comply with the order issued by the SCO on April 14, 2014. Once the properties are returned to the Successor Agency, a LRPMP can be prepared and submitted to the Oversight Board and DOF for approval.

The Dissolution Law requires Successor Agencies to submit a LRPMP of their real property interests for approval by the Oversight Board and DOF no later than December 31, 2015. The LRPMP must include specified information and proposal for the use or disposition of each property. The real property inventory in the LRPMP must include, among other things, the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts. If the DOF approves the Oversight Board adopted LRPMP, the Successor Agency can begin disposing of land in accordance with the plan. Prior to the transfer of properties from the EDC to the Successor Agency, staff recommends that the Successor Agency complete Phase I environmental reports for the properties. In this endeavor, City staff recommends that the Successor Agency engage special counsel for legal services concerning review and analysis of the properties that will be included in the LRPMP to: (1) identify and address any exposure to liability arising from any potential environmental contamination on the properties; and (2) provide guidance with respect to the environmental information that will be included in the LRPMP.

Pursuant to the Dissolution Law, the costs incurred by Successor Agencies to identify and catalog its property assets in the LRPMP with DOF-specified information are considered an "enforceable obligations" and paid by funds from the Redevelopment Property Tax Trust Fund ("RPTTF"). Only those enforceable obligations listed and approved on the ROPS may be paid by funds from the RPTTF. The ROPS is subject to review by the Oversight Board, DOF, and the County-Auditor Controller. If the DOF approves the ROPS enforceable obligations, the County-Auditor Controller allocates and remits funds from the RPTTF to be used for payments of the enforceable obligations listed on the ROPS.

The Successor Agency filed the Writ of Mandate challenging DOF's refusal to recognize legal and professional expenses incurred in connection with the transfer of EDC properties for inclusion in the LRPMP as "enforceable obligations" and, thus, permit the Successor Agency to use RPTTF to pay for these expenses. Among other things, the Writ of Mandate provides that the DOF erred in disallowing certain obligations presented on the ROPS for the period January 1, 2015 to December 31, 2015 because the obligations presented on the ROPS arose from the creation of new contracts or statutory obligations on the part of the Successor

Agency which are necessary for the administration and operation of the Successor Agency pursuant to *Health and Safety Code* section 34171(d)(1)(F)

### **CONCLUSION**

If the Successor Agency does not authorize the City Manager to retain environmental special counsel, the Successor Agency will not have specialized legal services to assist the Successor Agency to identify and address potential environmental liabilities and provide guidance concerning the required environmental information that must be included in the LRPMP. Staff anticipates that the Phase I environmental reports will be completed in approximately four weeks and submitted to special counsel for review and analysis.

### **FINANCIAL IMPACT**

Whether DOF will ultimately recognize special counsel's fees as "enforceable obligations" and permit the Successor Agency to use the RPTTF to pay for these fees depends on whether the Successor Agency's Writ of Mandate is successful. It will be at least six months before the Superior Court will issue a ruling on the matter. Accordingly, at a subsequent joint City Council and Successor Agency meeting, City staff will recommend that the City and Successor Agency either amend or create a new agreement for the City to loan the Successor Agency funds to pay for the special counsel legal fees incurred through December 31, 2015. The new or amended emergency loan agreement will need to be approved by the Successor Agency in conjunction with the approval of ROPS 15-16B no later than September of 2015.

### **ATTACHMENTS**

- A. Attorney-Client Fee Agreement
- B. Cudahy EDC Properties Listing

**DEMETRIOU, DEL GUERCIO, SPRINGER & FRANCIS, LLP**  
700 South Flower Street, Suite 2325  
Los Angeles, California 90017-4209  
Telephone: (213) 624-8407  
Facsimile: (213) 624-0174  
www.ddsffirm.com

## **ATTORNEY-CLIENT FEE AGREEMENT**

This Attorney-Client Fee Agreement ("Agreement") is entered into by and between the parties signing below as "Client" (hereinafter collectively referred to as, "Client") and the law firm of Demetriou, Del Guercio, Springer & Francis, LLP, a California limited liability partnership (hereinafter referred to as, "Attorney"). This Agreement is the written fee contract that California law requires lawyers to have with their clients.

1. **CONDITIONS.** The Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns to Attorney a signed copy of this Agreement.

2. **SCOPE OF SERVICES AND RESPONSIBILITIES.** Client hires Attorney to provide legal services on behalf of the Client, the general nature of such services relates to legal advice and assistance in connection with review and analysis of the steps that need to be taken to avail the Successor Agency/City of Cudahy of the Bona Fide Prospective Purchaser defense and other legal questions that may arise concerning the acquisition/transfer of the real properties that are listed on the attached "Cudahy EDC Properties." Attorney shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall cooperate with Attorney, keep Attorney informed of developments and other pertinent facts, and keep Attorney advised of Client's address, telephone number and whereabouts.

3. **FEES FOR LEGAL SERVICES.** Client agrees to pay for legal services at and in accordance with Attorney's then prevailing hourly rates for time spent (which includes travel time on behalf of Client) by its legal personnel as provided for in the attached Rate Schedule.

4. **COSTS AND EXPENSES.**

a. **In General.** In addition to paying fees for legal services, Client shall reimburse Attorney for all costs and expenses related to such legal services, including costs and expenses listed in the Rate Schedule; and such other costs and expenses as are incurred from time to time, including but not limited to, filing fees, service of process, witness fees, court reporter fees, transcripts, jury, messenger and other delivery charges, mileage, investigation expenses, consultant fees, expert witness fees, and other similar items. Attorney shall obtain Client's consent before hiring any

investigators, consultants or expert witnesses. Except as may otherwise be set forth on the Rate Schedule, all costs and expenses shall be reimbursed based on the Attorney's cost therefor.

b. **Out of Town Travel.** Client agrees to pay for transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's legal personnel.

5. **STATEMENTS.** Attorney shall send Client periodic statements for legal service fees and for costs and expenses incurred. Client shall pay such statements within 30 days after each statement's date.

6. **LIEN.** Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of Attorney's representation under this Agreement. Attorney's lien will be for any sums due and owing to Attorney for unpaid costs, or Attorney's fees, at the conclusion of Attorney's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement, or otherwise.

7. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw at any time by complying with the Rules of Professional Conduct of the State Bar of California.

8. **CONCLUSION OF SERVICE.** When Attorney's services conclude, all unpaid fees, costs and expenses shall become immediately due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's files to Client, along with any Client funds (subject to the provisions of paragraph 5 hereof) or property in Attorney's possession.

9. **ATTORNEY'S FEES FOR ENFORCEMENT OF AGREEMENT.** If any legal action or proceeding is undertaken to enforce any of the terms of this Agreement, including collection of the agreed fees for legal services performed by Attorney or the collection of any unpaid costs or expenses, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit in addition to any other relief to which that party may be entitled.

10. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees.

11. **CONFIDENTIALITY AND CONFLICT.** The provisions of this paragraph apply where more than one Client is a party to and signs this Agreement. For purposes of this paragraph, the word "Client" refers to each separate Client. Any communications and information from any Client may be fully disclosed by Attorney to any other Client, unless a Client informs Attorney of his or her desire that a particular communication or item of information be considered confidential and be withheld from another Client.

Each Client is informed that California state law requires that an Attorney not disclose confidential communications or secrets of a Client. Each Client hereby expressly consents to such disclosures by Attorney to the other Client except for communication or items of information about which he or she expressly informed Attorney that confidentiality from the other Client must be maintained. If one Client informs Attorney that confidentiality from the other Client must be maintained with respect to a particular communication or item of information, Attorney will advise the other Client that such a request has been made, without divulging its subject matter, and will inquire whether any other Client objects to Attorney's withholding the communication or item of information from the other Client. Nothing in this provision is intended to authorize, under any circumstances, Attorney's disclosure of confidential communications or secrets of any Client of any individual or entity other than other Clients.

Client is further informed that the Rules of Professional Conduct of the State Bar of California require the Client's informed written consent before an Attorney may concurrently represent two or more clients interested in the same subject matter. Attorney has explained to each Client the possibility of conflict that is raised by such multiple representation. Specifically, each Client recognizes that any of them may have separate types and levels of damages, entitlement, responsibility or liability with respect to the matters as to which Attorney are representing them. Each Client hereby expressly consents to the multiple representation despite the possibility of a conflict.

Attorney may withdraw from representing one or more Clients if any of them objects to Attorney withholding from him or her a communication or item of information as requested by another Client or if there is an actual conflict between the interests of any Client, provided withdrawal is permitted under the Rules of Professional Conduct of the State Bar of California.

12. **BINDING ARBITRATION.** Client and Attorney agree that should there be any dispute regarding the amount of any fee to be paid to Attorney, such dispute shall be resolved by final and BINDING ARBITRATION in accordance with Title 9, Section 1280 et seq., of the California Code of Civil Procedure, before a single neutral arbitrator, who shall be a retired judge of the Los Angeles County Superior Court, with the arbitrator's fees paid by Client and Attorney in equal shares. In any such BINDING ARBITRATION, the arbitrator in appropriate circumstances and considering all the equities of the dispute, may award attorney's fees.

If any other dispute (other than regarding Attorney's fees), arises out of, or relates to: a claim of legal malpractice, a claim of negligence, a claimed breach of this agreement, the professional services rendered by Attorney, or any other disagreement of any nature, type or description regardless of the facts or the legal theories which may be involved, Client and Attorney agree that such dispute shall be resolved by final and BINDING ARBITRATION in accordance with Title 9, Section 1280 et seq., of the California Code of Civil Procedure, before a single neutral arbitrator, who shall be a retired judge of the Los Angeles County Superior Court, with the arbitrator's fees paid by Client and Attorney in equal shares. In any such BINDING ARBITRATION, the

arbitrator in appropriate circumstances and considering all the equities of the dispute, may award attorney's fees.

Client and Attorney fully understand and acknowledge by entering into this Agreement that they have surrendered and waived the right they would otherwise have to submit any dispute arising from or related to this Agreement for resolution by court or jury, including the right to appeal to a higher court. By signing this Agreement, Client and Attorney agree to have the dispute decided by BINDING ARBITRATION. Client and Attorney are waiving any and all rights they might possess to have the dispute litigated in a court or by jury trial, and instead are accepting the use of arbitration. If any party refuses to submit to BINDING ARBITRATION after agreeing to this provision, they may be compelled to BINDING ARBITRATION.

\_\_\_\_\_  
Client initial

\_\_\_\_\_  
Attorney initial

13. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties with respect to the subject matter thereof. There are no representations, agreements, arrangements or understandings, either written or oral among the parties which are not set forth in this Agreement. This Agreement may be executed in counterparts.

14. **EFFECTIVE DATE.** This Agreement will take effect when Client has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date Attorney first provided services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

“Attorney”

DEMETRIOU, DEL GUERCIO,  
SPRINGER & FRANCIS, LLP

Date: \_\_\_\_\_, 2015

By \_\_\_\_\_  
Michael A. Francis

**"CLIENT"**

The undersigned has read, understands, acknowledges receipt of and agrees to the terms of the foregoing Agreement and those set forth on the attached Rate Schedule. The undersigned also agrees to be liable for all obligations of Client under the foregoing Agreement.

"Client "

Name: City of Cudahy as successor agency to the former Cudahy Community Development Commission (the "Successor Agency")

Address: 5220 Santa Ana Street  
Cudahy, California 90201

Attention: Jose E. Pulido, City Manager/Executive Director

Telephone: (323) 773-5143 ext. 226

Facsimile: (323) 771-2072

E-mail: jpulido@cityofcudahyca.gov

"Client "

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## RATE SCHEDULE

**A. Hourly Rates for Legal Personnel:**

**Attorneys**

Jeffrey Z. B. Springer	\$425.00
Stephen Del Guercio	\$425.00
Michael A. Francis	\$425.00
Brian D. Langa	\$375.00
Jennifer T. Taggart	\$350.00
Leslie M. Del Guercio	\$295.00
Tammy M.J. Hong	\$295.00

**Paralegals**

Margie K. Pierce	\$160.00
David S. Gordy	\$130.00

**B. Standard Charges:**

Attorney time is charged in minimum units of 0.2 hours (12 minutes).

**C. Costs and Expenses:**

In-Office Photocopying	20¢/Page
Mileage	48.5¢/Mile
Long Distance Phone	Our Cost
Computerized Legal Research	Our Cost
Incoming/Outgoing Facsimile	20¢/Each Page
Other Costs and Expenses	Our Cost

**D. Subject to Change:**

The rates on this Schedule are subject to change on ten days written notice. If Client declines to pay any increased rate, Attorney will have the right to withdraw as Client(s) lawyer.



# Item Number 10A

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## STAFF REPORT

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**Date:** July 13, 2015  
**To:** Honorable Mayor/Chair and City Council/Agency Members  
**From:** Jose E. Pulido, City Manager/Executive Director  
By: Didier Murillo, Planning Technician  
**Subject:** **Consideration to Adopt Ordinance No. 648, by First Reading Adding Cudahy Municipal Code (CMC) Chapter 20.100 Density Bonus**

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### **RECOMMENDATION**

The City Council is requested to adopt Ordinance No. 648, by first reading amending Cudahy Municipal Code (CMC) Title 20 (Zoning), to add Chapter 20.110 Density Bonus.

### **BACKGROUND**

1. In 1979, State Density Bonus law (found in Government Code Sections 65915-65918) was first enacted.
2. On September 15, 2010, the City approved a General Plan update that included language pertaining to Density Bonus.
3. On October 21, 2013, the Planning Commission gave a recommendation of approval to the City Council to adopt the 2013-2021 Housing Element Update by Resolution No. PC-13-12.
4. On January 7, 2014, City Council adopted the 2013-2021 Housing Element Update by Resolution No. 14-01, containing Density Bonus language.
5. On June 15, 2015, Planning Commission approved Resolution PC-15-08 recommending that the City Council adopt Ordinance No. 648 amending Cudahy Municipal Code (CMC) Title 20 (Zoning), to add Chapter 20.110 Density Bonus.

### **ANALYSIS**

As a result of the City's 2013-2021 Housing Element Update, programs included Density Bonus language to facilitate for the development of affordable housing; address overcrowding; increase the number of available housing units; and facilitate senior citizen housing.

The State Density Bonus law mandates that awards for increased residential density over the otherwise maximum density and favorable development standards to those housing development projects that set aside units as affordable and meet other specified criteria. Furthermore, State Density Bonus Law encourages the production of senior housing, child care facilities, along with affordable housing.

The State Density Bonus law requires all cities and counties to adopt an ordinance that describes how the jurisdiction will implement existing State density bonus law. It should be noted that the density bonuses, incentives, and concessions outlined in State Density Bonus Law are applicable to eligible residential development projects *regardless of whether or not there is an adopted local ordinance*. The function of the local ordinance is to outline the process by which the local agency will process and review requests for density bonuses, and/or concessions.

Concessions are available in cases where the applicant may have the ability to develop affordable units if the municipality allows certain exceptions to development standards. In its request, the applicant must provide the following information:

- (a)** A description of the proposed project;
- (b)** The basis on which the project qualifies for a density bonus;
- (c)** A site plan showing building footprints, and locations of set-aside units
- (d)** A description of the concessions requested.
- (e)** If the density bonus request is based on a land donation, the application shall identify the land to be transferred, and demonstrate that the applicable conditions of the state density bonus law are met; and
- (f)** Other relevant information required by the Community Development Director.

For a full description of the information which must be provided by a developer/applicant in their request of a Density Bonus, please reference Attachment A.

Currently, the Cudahy Municipal Code does not reflect the State Density Bonus law. Under State law, a local jurisdiction is required to adopt an ordinance specifying how it complies with this law. Density bonus applies to all zoning districts within the City that allow residential uses. A housing development project that satisfies the requirements of both State law and this chapter shall be eligible to receive a density bonus, concessions, and vehicular onsite parking standards in accordance with the State Density Bonus law. For a full description of: Concessions; Alternative Parking Standards; 2013-2021 Housing Element Update (assessment of low income households); Density Bonus Greater than 35%; and Impacts to the Community, please reference (Attachment A).

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

The California Environmental Quality Act (CEQA) is a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

CEQA applies to certain activities that affect the environment of state and local public agencies. A public agency must comply with CEQA when it undertakes an activity defined by CEQA as a "project." A project is an activity undertaken by a public agency or a private activity which must receive some discretionary approval (meaning that the agency has the authority to deny the requested permit or approval) from a government agency which may cause either a direct physical change or a reasonably foreseeable indirect change in the environment.

Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs. title 14) section 15061(b)(3) (certain to have no significant effect on the environment), because the ordinance implements State law and policy, and it is not reasonably foreseeable what projects might be proposed, so there can be no meaningful analysis of environmental impacts. (Id. § 15064(d).) Specific density bonus projects will each be subject to CEQA.

**CONCLUSION**

A Density Bonus facilitates the development of more housing units in the City. At this time staff cannot predict how many more units will be built in the foreseeable future. However, an increase in housing units throughout the City will result in more Planning Entitlements, Building Permits and Business license Permits; all of which will contribute positively to the City's revenue.

If the City Council adopts Ordinance No. 648, amending Cudahy Municipal Code (CMC) Title 20 (Zoning), to add Chapter 20.110 Density Bonus, the City will then be in compliance with State Density Bonus law (found in Government Code Sections 65915-65918).

If the City Council does not adopt Ordinance No. 648, the City will not be in compliance with State Density Bonus Law. Furthermore, the City will not have a set procedure in place to process and review requests for density bonuses, and/or concessions.

**FINANCIAL IMPACT**

There is no fiscal impact associated with adoption of Ordinance No. 648.

## **ATTACHMENTS**

- A. Concessions, Alternative Parking Standards, 2013-2021 Housing Element Update (assessment of low income households), Density Bonus Greater than 35%, and Impacts to the Community
- B. Government Code Section 65915-65918
- C. Resolution PC-15-08
- D. Ordinance No. 648

Concessions are available in cases where the applicant may have the ability to develop affordable units if the municipality allows certain exceptions to development standards. In its request, the applicant must provide the following information:

- (a) A description of the proposed project, including the number of dwelling units, set-aside units and density bonus units, and the calculations that explain the results;
- (b) The basis on which the project qualifies for a density bonus;
- (c) A site plan showing building footprints, locations of set-aside units, driveway and parking layout, and the location and floor area of any proposed child care facility;
- (d) A description of the concessions requested. In the case of proposed off-menu concessions, demonstrate that they are within the definition of a concession and accord with the state density bonus law. The director may require an independent financial review at the applicant’s expense to demonstrate the economic effect of the proposed concession on the project;

Concessions:

A project which qualifies for a Density Bonus may request concessions from the menu in Table A below:

Concession	Modification of Standard
Building Height	Up to 10 feet
Yard	Up to 20 percent
Common Open Space	Up to 20 percent
Private Open Space	Up to 20 percent
Fee (e.g. plan check, construction permit, or development impact)	Reduced or deferred fee

To qualify for concessions, an applicant must demonstrate that they need the exceptions from the City in order to make the project financially feasible in terms of providing the affordable units. This is usually documented through a financial report such as a pro forma, demonstrating that the concessions must be incorporated into the project for financial feasibility. This is also consistent with the new section 20.110.080 Application subsection (d) *a description of the concessions requested. In the case of proposed off-menu concessions, demonstrate that they are within the definition of a concession and accord with the state*

*density bonus law. The director may require an independent financial review at the applicant's expense to demonstrate the economic effect of the proposed concession on the project.*

State Law indicates, that the local jurisdiction "shall grant the concession requested by the applicant," unless it makes a written finding that the concessions or incentives are:

- (1) Not consistent with State or Federal law;
- (2) Not required in order for the designated units to be affordable;
- (3) Has a "specific adverse impact" on health, safety or the physical environment.

Preferred Concessions:

The City has no discretion regarding the approval of density bonus units and has limited discretion in granting concessions. However, the City does have discretion regarding the process for reviewing density bonus requests. Some cities have identified concessions in their Density Bonus Ordinances that they would prefer to see as part of a project that is submitting under the state density bonus program.

Alternative Parking Standards:

Density bonus applicants are eligible to use the following alternative parking standards specified in the State statutes:

- (1) onsite parking space for studio or one bedroom units; (2) spaces for two and three bedroom units; and 2.5 spaces for units with four or more bedrooms. Requesting these parking standards do not count as a concession, and do not require a pro forma.

2013-2021 Housing Element Update:

The City's Housing Element Update was adopted January 7, 2014, and included an assessment of low-income households in the City as stated in the proceeding section. The City of Cudahy is a very low-income neighborhood. According to the 2010 Census data prepared by SCAG, of the City's 5,770 households in 2010, 2,921 households or 52.9% were considered low income. Of these, 1,029 households were overpaying for housing. Census data indicated that for owner-occupied housing units, the majority of the monthly mortgage payments in the city ranged in 2010 was \$2,000 or more with the median being \$1,812 per month. A household was considered to be overpaying for housing if more than 30% of their net "take-home" income was used for paying rent or mortgages. According to census figures for the year 2010, 255 households (45.2% of the total owner-occupied units) living in owner-occupied units paid in excess of 30% of their monthly income towards the mortgage. According to the same

census figures, 2,624 renter households (56.3% of the total renter households) paid in excess of 30% of their monthly income towards the rent.

It cannot be identified where these affordable housing units are located; the City may conclude that they include developments with 10 units per acre, as well as those with 14 units per acre (as allowed under the current zoning code). The current housing market and availability will continue to drive housing prices up within the City. However, new housing development is expected to meet some of the demand for affordable housing created by low-income households in the area, as a function of economic and market forces. These projects can be developed with densities of 10 to 14 dwelling units per acre, as found in the City; however, increasing the existing allowable density in the MDR Zone to 15 and HDR Zone to 20 dwelling units per acre will further facilitate meeting the demand for affordable housing. These increases will provide an additional 860 new housing units; going from the current 5,770 to a potential 6,630 housing units. Additionally, increasing allowable density with a maximum of 20% density bonus; will encourage the redevelopment of existing properties at a higher density, resulting in additional housing stock.

The Housing Element Update states that the City shall explore the feasibility of requiring affordable housing units within new housing developments. This may be promoted by density bonuses:

The amount of density bonus to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subdivision (b).

	Units Affordable to Lower Income Households	Density Bonus Increase
Low Income Households	For each 1% increase above 10%	1.5% up to a max. of 35%
Very Low Income Households	For each 1% increase above 5%	2.5% to a max. of 35%

All density calculations resulting in fractional units shall be rounded up to the next whole number. The granting of a density bonus shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval. The density bonus shall not be included when determining the number of housing units that is equal to 5 or 10 percent of the total. The density bonus shall apply.

Density Bonus greater than 35%:

A conditional use permit approved by both Planning Commission and City Council shall be required for any density bonus greater than 35 percent. The city has the authority but no obligation to grant a density bonus in excess of 35 percent. For requests under this section, the city may consider benefits of the project and other factors, including, without limitation: (i) additional affordable units; (ii) on-site amenities; (iii) services for residents; and (iv) the distance to neighborhood services. In addition to the findings required in Section 20.44.070 (conditional use permit), the following findings must be met:

- (1) The project is consistent with the affordable housing provisions of the General Plan.
- (2) The project sets aside no less than the percentage and type of units required to earn a density bonus of 35 percent under the state density bonus law.
- (3) The applicant has adequately demonstrated that the project will not generate unmitigated significant noise, traffic, parking, or other impacts detrimental to surrounding properties or the general welfare.

Impact to the Community:

Adoption of Ordinance No. 648 will bring the City into compliance with State Density Bonus law. Additionally, by adopting Ordinance No. 648 the ordinance will help fulfill:

- **Housing Element Goal 5:** The City of Cudahy will promote equal access and opportunity to housing regardless of race, religion, sex, marital status, ancestry, national origin, or color.
- **Housing Element Policy 5.8:** The City of Cudahy will provide density bonuses for low-income housing projects and senior citizen housing projects.

Density Bonus Ordinance No. 648 will also help fulfill the following Housing Element Programs:

- Inclusionary Housing Program; &
- Housing for Extremely-Low Income Households Program.



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**GOVERNMENT CODE - GOV**

**TITLE 7. PLANNING AND LAND USE [65000 - 66499.58]** ( *Heading of Title 7 amended by Stats. 1974, Ch. 1536.* )

**DIVISION 1. PLANNING AND ZONING [65000 - 66103]** ( *Heading of Division 1 added by Stats. 1974, Ch. 1536.* )

**CHAPTER 4.3. Density Bonuses and Other Incentives [65915 - 65918]** ( *Chapter 4.3 added by Stats. 1979, Ch. 1207.* )

**65915.** (a) When an applicant seeks a density bonus for a housing development within, or for the donation of land for housing within, the jurisdiction of a city, county, or city and county, that local government shall provide the applicant with incentives or concessions for the production of housing units and child care facilities as prescribed in this section. All cities, counties, or cities and counties shall adopt an ordinance that specifies how compliance with this section will be implemented. Failure to adopt an ordinance shall not relieve a city, county, or city and county from complying with this section.

(b) (1) A city, county, or city and county shall grant one density bonus, the amount of which shall be as specified in subdivision (f), and incentives or concessions, as described in subdivision (d), when an applicant for a housing development seeks and agrees to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this section, that will contain at least any one of the following:

(A) Ten percent of the total units of a housing development for lower income households, as defined in Section 50079.5 of the Health and Safety Code.

(B) Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code.

(C) A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code.

(D) Ten percent of the total dwelling units in a common interest development as defined in Section 4100 of the Civil Code for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase.

(2) For purposes of calculating the amount of the density bonus pursuant to subdivision (f), the applicant who requests a density bonus pursuant to this subdivision shall elect whether the bonus shall be awarded on the basis of subparagraph (A), (B), (C), or (D) of paragraph (1).

(3) For the purposes of this section, "total units" or "total dwelling units" does not include units added by a density bonus awarded pursuant to this section or any local law granting a greater density bonus.

(c) (1) An applicant shall agree to, and the city, county, or city and county shall ensure, continued affordability of all very low and low-income rental units that qualified the applicant for the award of the density bonus for 55 years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. Rents for the lower income density bonus units shall be set at an affordable rent as defined in Section 50053 of the Health and Safety Code.

(2) An applicant shall agree to, and the city, county, or city and county shall ensure that, the initial occupant of all for-sale units that qualified the applicant for the award of the density bonus are persons and families of very low, low, or moderate income, as required, and that the units are offered at an affordable housing cost, as that cost is defined in Section 50052.5 of the Health and Safety Code. The local government shall enforce an equity sharing agreement, unless it is in conflict with the requirements of another public funding source or law. The following apply to the equity sharing agreement:

(A) Upon resale, the seller of the unit shall retain the value of any improvements, the downpayment, and the seller's proportionate share of appreciation. The local government shall recapture any initial subsidy, as defined in subparagraph (B), and its proportionate share of appreciation, as defined in subparagraph (C), which amount shall be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and

Safety Code that promote home ownership.

(B) For purposes of this subdivision, the local government's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any downpayment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value.

(C) For purposes of this subdivision, the local government's proportionate share of appreciation shall be equal to the ratio of the local government's initial subsidy to the fair market value of the home at the time of initial sale.

(3) (A) An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if the housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control through a public entity's valid exercise of its police power; or occupied by lower or very low income households, unless the proposed housing development replaces those units, and either of the following applies:

(i) The proposed housing development, inclusive of the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in subdivision (b).

(ii) Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.

(B) For the purposes of this paragraph, "replace" shall mean either of the following:

(i) If any dwelling units described in subparagraph (A) are occupied on the date of application, the proposed housing development shall provide at least the same number of units of equivalent size or type, or both, to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy. For unoccupied dwelling units described in subparagraph (A) in a development with occupied units, the proposed housing development shall provide units of equivalent size or type, or both, to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category in the same proportion of affordability as the occupied units. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(ii) If all dwelling units described in subparagraph (A) have been vacated or demolished within the five-year period preceding the application, the proposed housing development shall provide at least the same number of units of equivalent size or type, or both, as existed at the highpoint of those units in the five-year period preceding the application to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those persons and families in occupancy at that time, if known. If the incomes of the persons and families in occupancy at the highpoint is not known, then one-half of the required units shall be made available at affordable rent or affordable housing cost to, and occupied by, very low income persons and families and one-half of the required units shall be made available for rent at affordable housing costs to, and occupied by, low-income persons and families. All replacement calculations resulting in fractional units shall be rounded up to the next whole number. If the replacement units will be rental dwelling units, these units shall be subject to a recorded affordability restriction for at least 55 years. If the proposed development is for-sale units, the units replaced shall be subject to paragraph (2).

(C) Paragraph (3) of subdivision (c) does not apply to an applicant seeking a density bonus for a proposed housing development if their application was submitted to, or processed by, a city, county, or city and county before January 1, 2015.

(d) (1) An applicant for a density bonus pursuant to subdivision (b) may submit to a city, county, or city and county a proposal for the specific incentives or concessions that the applicant requests pursuant to this section, and may request a meeting with the city, county, or city and county. The city, county, or city and county shall grant the concession or incentive requested by the applicant unless the city, county, or city and county makes a written finding, based upon substantial evidence, of any of the following:

(A) The concession or incentive is not required in order to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

(B) The concession or incentive would have a specific adverse impact, as defined in paragraph (2) of subdivision

(d) of Section 65589.5, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.

(C) The concession or incentive would be contrary to state or federal law.

(2) The applicant shall receive the following number of incentives or concessions:

(A) One incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income households, or at least 10 percent for persons and families of moderate income in a common interest development.

(B) Two incentives or concessions for projects that include at least 20 percent of the total units for lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a common interest development.

(C) Three incentives or concessions for projects that include at least 30 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a common interest development.

(3) The applicant may initiate judicial proceedings if the city, county, or city and county refuses to grant a requested density bonus, incentive, or concession. If a court finds that the refusal to grant a requested density bonus, incentive, or concession is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require a local government to grant an incentive or concession that has a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Nothing in this subdivision shall be interpreted to require a local government to grant an incentive or concession that would have an adverse impact on any real property that is listed in the California Register of Historical Resources. The city, county, or city and county shall establish procedures for carrying out this section, that shall include legislative body approval of the means of compliance with this section.

(e) (1) In no case may a city, county, or city and county apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted by this section. An applicant may submit to a city, county, or city and county a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) at the densities or with the concessions or incentives permitted under this section, and may request a meeting with the city, county, or city and county. If a court finds that the refusal to grant a waiver or reduction of development standards is in violation of this section, the court shall award the plaintiff reasonable attorney's fees and costs of suit. Nothing in this subdivision shall be interpreted to require a local government to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Nothing in this subdivision shall be interpreted to require a local government to waive or reduce development standards that would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or to grant any waiver or reduction that would be contrary to state or federal law.

(2) A proposal for the waiver or reduction of development standards pursuant to this subdivision shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to subdivision (d).

(f) For the purposes of this chapter, "density bonus" means a density increase over the otherwise maximum allowable residential density as of the date of application by the applicant to the city, county, or city and county. The applicant may elect to accept a lesser percentage of density bonus. The amount of density bonus to which the applicant is entitled shall vary according to the amount by which the percentage of affordable housing units exceeds the percentage established in subdivision (b).

(1) For housing developments meeting the criteria of subparagraph (A) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Low-Income Units	Percentage Density Bonus
10	20
11	21.5

12	23
13	24.5
14	26
15	27.5
17	30.5
18	32
19	33.5
20	35

(2) For housing developments meeting the criteria of subparagraph (B) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Very Low Income Units	Percentage Density Bonus
5	20
6	22.5
7	25
8	27.5
9	30
10	32.5
11	35

(3) For housing developments meeting the criteria of subparagraph (C) of paragraph (1) of subdivision (b), the density bonus shall be 20 percent of the number of senior housing units.

(4) For housing developments meeting the criteria of subparagraph (D) of paragraph (1) of subdivision (b), the density bonus shall be calculated as follows:

Percentage Moderate-Income Units	Percentage Density Bonus
10	5
11	6
12	7
13	8
14	9
15	10
16	11
17	12
18	13
19	14
20	15
21	16
22	17
23	18
24	19
25	20
26	21
27	22
28	23

29	24
30	25
31	26
32	27
33	28
34	29
35	30
36	21
37	32
38	33
39	34
40	35

(5) All density calculations resulting in fractional units shall be rounded up to the next whole number. The granting of a density bonus shall not be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval.

(g) (1) When an applicant for a tentative subdivision map, parcel map, or other residential development approval donates land to a city, county, or city and county in accordance with this subdivision, the applicant shall be entitled to a 15-percent increase above the otherwise maximum allowable residential density for the entire development, as follows:

Percentage Very Low Income	Percentage Density Bonus
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

(2) This increase shall be in addition to any increase in density mandated by subdivision (b), up to a maximum combined mandated density increase of 35 percent if an applicant seeks an increase pursuant to both this

subdivision and subdivision (b). All density calculations resulting in fractional units shall be rounded up to the next whole number. Nothing in this subdivision shall be construed to enlarge or diminish the authority of a city, county, or city and county to require a developer to donate land as a condition of development. An applicant shall be eligible for the increased density bonus described in this subdivision if all of the following conditions are met:

(A) The applicant donates and transfers the land no later than the date of approval of the final subdivision map, parcel map, or residential development application.

(B) The developable acreage and zoning classification of the land being transferred are sufficient to permit construction of units affordable to very low income households in an amount not less than 10 percent of the number of residential units of the proposed development.

(C) The transferred land is at least one acre in size or of sufficient size to permit development of at least 40 units, has the appropriate general plan designation, is appropriately zoned with appropriate development standards for development at the density described in paragraph (3) of subdivision (c) of Section 65583.2, and is or will be served by adequate public facilities and infrastructure.

(D) The transferred land shall have all of the permits and approvals, other than building permits, necessary for the development of the very low income housing units on the transferred land, not later than the date of approval of the final subdivision map, parcel map, or residential development application, except that the local government may subject the proposed development to subsequent design review to the extent authorized by subdivision (i) of Section 65583.2 if the design is not reviewed by the local government prior to the time of transfer.

(E) The transferred land and the affordable units shall be subject to a deed restriction ensuring continued affordability of the units consistent with paragraphs (1) and (2) of subdivision (c), which shall be recorded on the property at the time of the transfer.

(F) The land is transferred to the local agency or to a housing developer approved by the local agency. The local agency may require the applicant to identify and transfer the land to the developer.

(G) The transferred land shall be within the boundary of the proposed development or, if the local agency agrees, within one-quarter mile of the boundary of the proposed development.

(H) A proposed source of funding for the very low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.

(h) (1) When an applicant proposes to construct a housing development that conforms to the requirements of subdivision (b) and includes a child care facility that will be located on the premises of, as part of, or adjacent to, the project, the city, county, or city and county shall grant either of the following:

(A) An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child care facility.

(B) An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child care facility.

(2) The city, county, or city and county shall require, as a condition of approving the housing development, that the following occur:

(A) The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable pursuant to subdivision (c).

(B) Of the children who attend the child care facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income pursuant to subdivision (b).

(3) Notwithstanding any requirement of this subdivision, a city, county, or city and county shall not be required to provide a density bonus or concession for a child care facility if it finds, based upon substantial evidence, that the community has adequate child care facilities.

(4) "Child care facility," as used in this section, means a child day care facility other than a family day care home, including, but not limited to, infant centers, preschools, extended day care facilities, and schoolage child care centers.

(i) "Housing development," as used in this section, means a development project for five or more residential units. For the purposes of this section, "housing development" also includes a subdivision or common interest development, as defined in Section 4100 of the Civil Code, approved by a city, county, or city and county and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing

multifamily dwelling, as defined in subdivision (d) of Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units. For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.

(j) (1) The granting of a concession or incentive shall not be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval. This provision is declaratory of existing law.

(2) Except as provided in subdivisions (d) and (e), the granting of a density bonus shall not be interpreted to require the waiver of a local ordinance or provisions of a local ordinance unrelated to development standards.

(k) For the purposes of this chapter, concession or incentive means any of the following:

(1) A reduction in site development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable, financially sufficient, and actual cost reductions.

(2) Approval of mixed-use zoning in conjunction with the housing project if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located.

(3) Other regulatory incentives or concessions proposed by the developer or the city, county, or city and county that result in identifiable, financially sufficient, and actual cost reductions.

(l) Subdivision (k) does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the city, county, or city and county, or the waiver of fees or dedication requirements.

(m) This section shall not be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code).

(n) If permitted by local ordinance, nothing in this section shall be construed to prohibit a city, county, or city and county from granting a density bonus greater than what is described in this section for a development that meets the requirements of this section or from granting a proportionately lower density bonus than what is required by this section for developments that do not meet the requirements of this section.

(o) For purposes of this section, the following definitions shall apply:

(1) "Development standard" includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation.

(2) "Maximum allowable residential density" means the density allowed under the zoning ordinance and land use element of the general plan, or if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail.

(p) (1) Upon the request of the developer, no city, county, or city and county shall require a vehicular parking ratio, inclusive of handicapped and guest parking, of a development meeting the criteria of subdivision (b), that exceeds the following ratios:

(A) Zero to one bedroom: one onsite parking space.

(B) Two to three bedrooms: two onsite parking spaces.

(C) Four and more bedrooms: two and one-half parking spaces.

(2) If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subdivision, a development may provide "onsite parking" through tandem parking or uncovered parking, but not through onstreet parking.

(3) This subdivision shall apply to a development that meets the requirements of subdivision (b) but only at the

request of the applicant. An applicant may request parking incentives or concessions beyond those provided in this subdivision pursuant to subdivision (d).

*(Amended by Stats. 2014, Ch. 682, Sec. 1. Effective January 1, 2015.)*

**65915.5.** (a) When an applicant for approval to convert apartments to a condominium project agrees to provide at least 33 percent of the total units of the proposed condominium project to persons and families of low or moderate income as defined in Section 50093 of the Health and Safety Code, or 15 percent of the total units of the proposed condominium project to lower income households as defined in Section 50079.5 of the Health and Safety Code, and agrees to pay for the reasonably necessary administrative costs incurred by a city, county, or city and county pursuant to this section, the city, county, or city and county shall either (1) grant a density bonus or (2) provide other incentives of equivalent financial value. A city, county, or city and county may place such reasonable conditions on the granting of a density bonus or other incentives of equivalent financial value as it finds appropriate, including, but not limited to, conditions which assure continued affordability of units to subsequent purchasers who are persons and families of low and moderate income or lower income households.

(b) For purposes of this section, "density bonus" means an increase in units of 25 percent over the number of apartments, to be provided within the existing structure or structures proposed for conversion.

(c) For purposes of this section, "other incentives of equivalent financial value" shall not be construed to require a city, county, or city and county to provide cash transfer payments or other monetary compensation but may include the reduction or waiver of requirements which the city, county, or city and county might otherwise apply as conditions of conversion approval.

(d) An applicant for approval to convert apartments to a condominium project may submit to a city, county, or city and county a preliminary proposal pursuant to this section prior to the submittal of any formal requests for subdivision map approvals. The city, county, or city and county shall, within 90 days of receipt of a written proposal, notify the applicant in writing of the manner in which it will comply with this section. The city, county, or city and county shall establish procedures for carrying out this section, which shall include legislative body approval of the means of compliance with this section.

(e) Nothing in this section shall be construed to require a city, county, or city and county to approve a proposal to convert apartments to condominiums.

(f) An applicant shall be ineligible for a density bonus or other incentives under this section if the apartments proposed for conversion constitute a housing development for which a density bonus or other incentives were provided under Section 65915.

(g) An applicant shall be ineligible for a density bonus or any other incentives or concessions under this section if the condominium project is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; subject to any other form of rent or price control through a public entity's valid exercise of its police power; or occupied by lower or very low income households, unless the proposed condominium project replaces those units, as defined in subparagraph (B) of paragraph (3) of subdivision (c) of Section 65915, and either of the following applies:

(1) The proposed condominium project, inclusive of the units replaced pursuant to subparagraph (B) of paragraph (3) of subdivision (c) of Section 65915, contains affordable units at the percentages set forth in subdivision (a).

(2) Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.

(h) Subdivision (g) does not apply to an applicant seeking a density bonus for a proposed housing development if their application was submitted to, or processed by, a city, county, or city and county before January 1, 2015.

*(Amended by Stats. 2014, Ch. 682, Sec. 2. Effective January 1, 2015.)*

**65916.** Where there is a direct financial contribution to a housing development pursuant to Section 65915 through participation in cost of infrastructure, write-down of land costs, or subsidizing the cost of construction, the city, county, or city and county shall assure continued availability for low- and moderate-income units for 30 years. When appropriate, the agreement provided for in Section 65915 shall specify the mechanisms and procedures necessary to carry out this section.

*(Added by Stats. 1979, Ch. 1707.)*

**65917.** In enacting this chapter it is the intent of the Legislature that the density bonus or other incentives offered by the city, county, or city and county pursuant to this chapter shall contribute significantly to the economic feasibility of lower income housing in proposed housing developments. In the absence of an agreement by a developer in accordance with Section 65915, a locality shall not offer a density bonus or any other incentive that would undermine the intent of this chapter.

*(Amended by Stats. 2001, Ch. 115, Sec. 14. Effective January 1, 2002.)*

**65917.5.** (a) As used in this section, the following terms shall have the following meanings:

(1) "Child care facility" means a facility installed, operated, and maintained under this section for the nonresidential care of children as defined under applicable state licensing requirements for the facility.

(2) "Density bonus" means a floor area ratio bonus over the otherwise maximum allowable density permitted under the applicable zoning ordinance and land use elements of the general plan of a city, including a charter city, city and county, or county of:

(A) A maximum of five square feet of floor area for each one square foot of floor area contained in the child care facility for existing structures.

(B) A maximum of 10 square feet of floor area for each one square foot of floor area contained in the child care facility for new structures.

For purposes of calculating the density bonus under this section, both indoor and outdoor square footage requirements for the child care facility as set forth in applicable state child care licensing requirements shall be included in the floor area of the child care facility.

(3) "Developer" means the owner or other person, including a lessee, having the right under the applicable zoning ordinance of a city council, including a charter city council, city and county board of supervisors, or county board of supervisors to make an application for development approvals for the development or redevelopment of a commercial or industrial project.

(4) "Floor area" means as to a commercial or industrial project, the floor area as calculated under the applicable zoning ordinance of a city council, including a charter city council, city and county board of supervisors, or county board of supervisors and as to a child care facility, the total area contained within the exterior walls of the facility and all outdoor areas devoted to the use of the facility in accordance with applicable state child care licensing requirements.

(b) A city council, including a charter city council, city and county board of supervisors, or county board of supervisors may establish a procedure by ordinance to grant a developer of a commercial or industrial project, containing at least 50,000 square feet of floor area, a density bonus when that developer has set aside at least 2,000 square feet of floor area and 3,000 outdoor square feet to be used for a child care facility. The granting of a bonus shall not preclude a city council, including a charter city council, city and county board of supervisors, or county board of supervisors from imposing necessary conditions on the project or on the additional square footage. Projects constructed under this section shall conform to height, setback, lot coverage, architectural review, site plan review, fees, charges, and other health, safety, and zoning requirements generally applicable to construction in the zone in which the property is located. A consortium with more than one developer may be permitted to achieve the threshold amount for the available density bonus with each developer's density bonus equal to the percentage participation of the developer. This facility may be located on the project site or may be located offsite as agreed upon by the developer and local agency. If the child care facility is not located on the site of the project, the local agency shall determine whether the location of the child care facility is appropriate and whether it conforms with the intent of this section. The child care facility shall be of a size to comply with all state licensing requirements in order to accommodate at least 40 children.

(c) The developer may operate the child care facility itself or may contract with a licensed child care provider to operate the facility. In all cases, the developer shall show ongoing coordination with a local child care resource and referral network or local governmental child care coordinator in order to qualify for the density bonus.

(d) If the developer uses space allocated for child care facility purposes, in accordance with subdivision (b), for purposes other than for a child care facility, an assessment based on the square footage of the project may be levied and collected by the city council, including a charter city council, city and county board of supervisors, or county board of supervisors. The assessment shall be consistent with the market value of the space. If the developer fails to have the space allocated for the child care facility within three years, from the date upon which the first temporary certificate of occupancy is granted, an assessment based on the square footage of the project may be levied and collected by the city council, including a charter city council, city and county board of supervisors, or county board of supervisors in accordance with procedures to be developed by the legislative

body of the city council, including a charter city council, city and county board of supervisors, or county board of supervisors. The assessment shall be consistent with the market value of the space. A penalty levied against a consortium of developers shall be charged to each developer in an amount equal to the developer's percentage square feet participation. Funds collected pursuant to this subdivision shall be deposited by the city council, including a charter city council, city and county board of supervisors, or county board of supervisors into a special account to be used for child care services or child care facilities.

(e) Once the child care facility has been established, prior to the closure, change in use, or reduction in the physical size of the facility, the city, city council, including a charter city council, city and county board of supervisors, or county board of supervisors shall be required to make a finding that the need for child care is no longer present, or is not present to the same degree as it was at the time the facility was established.

(f) The requirements of Chapter 5 (commencing with Section 66000) and of the amendments made to Sections 53077, 54997, and 54998 by Chapter 1002 of the Statutes of 1987 shall not apply to actions taken in accordance with this section.

(g) This section shall not apply to a voter-approved ordinance adopted by referendum or initiative.

*(Amended by Stats. 2008, Ch. 179, Sec. 112. Effective January 1, 2009.)*

**65918.** The provisions of this chapter shall apply to charter cities.

*(Added by Stats. 1979, Ch. 1207.)*

**RESOLUTION NO. PC-15-08**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CUDAHY RECOMMENDING APPROVAL AND ADOPTION OF ORDINANCE NO 648 BY THE CITY OF CUDAHY CITY COUNCIL AMENDING THE CUDAHY MUNICIPAL CODE TO ADD CHAPTER 20.110 TO TITLE 20 (ZONING) TO PROVIDE AND REGULATE RESIDENTIAL DENSITY BONUSES.**

WHEREAS: the State Density Bonus Law (California Government Code sections 65915 et seq.) encourages the production of affordable housing, senior housing, and child care facilities; and

WHEREAS: the State Density Bonus Law mandates awards of increased residential density over the otherwise maximum density and favorable development standards to those housing development projects that set aside units as affordable and meet other specified criteria; and

WHEREAS: all cities must adopt an ordinance that implements the State Density Bonus Law; and

WHEREAS: the City's General Plan Housing Element and Land Use Element describe the need for affordable housing, and density bonuses are expected to be an important planning tool to provide for the City's existing and future housing needs; and

WHEREAS: State law allows density increases greater than 35 percent, but only where "permitted by local ordinance"; and

WHEREAS: the City seeks to enhance the public welfare and promote the goals and objectives of the General Plan by establishing incentives for the production of affordable housing, and establishing standards and findings for approval that accord with State law; and

WHEREAS: on Monday, June 15 2015, following proper notice and public hearing, the City Planning Commission adopted Resolution No. PC-15-08, recommending that the City Council adopt an ordinance adding Chapter 20.110 to the Municipal Code regarding residential density bonuses; and

WHEREAS: the Cudahy Planning Commission has carefully considered all oral and written testimony offered at the duly noticed public hearing.

**NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CUDAHY, CALIFORNIA DOES RECOMMEND THAT CITY COUNCIL ORDAIN AS FOLLOWS:**

**SECTION 1:** Chapter 20.110 is hereby added to Title 20 (Zoning) of the Cudahy Municipal Code to read:

Chapter 20.110  
RESIDENTIAL DENSITY BONUS

**Sec. 20.110.010. – Purpose and intent.**

This chapter implements the state density bonus law (California Government Code section 65915 et seq.), as may be amended, and is intended to provide incentives for the production of affordable housing, senior housing, and child care facilities. State law shall prevail over any conflicting provision of this chapter.

**Sec. 20.110.020. – Rules and procedures.**

The director may promulgate rules and procedures that are consistent with the provisions and intent of this chapter.

**Sec. 20.110.030. – Density bonus.**

(1) A housing development project that satisfies the requirements of both state law and this chapter shall be eligible to receive a density bonus, concessions, and vehicular onsite parking standards in accordance with the state density bonus law.

(2) The definitions found in the state density bonus law shall apply to the terms contained herein.

“Concession” shall have the same meaning as “concession or incentive.”

“Set-aside unit” or “affordable unit” means a dwelling unit restricted pursuant to this chapter to qualify the project for a density bonus.

**Sec. 20.110.040. – Fractional units.**

In determining the maximum residential density allowed under the zoning code for the purpose of this chapter, any fraction of a unit shall not be counted. In calculating

density bonuses and set-aside units, fractions shall be rounded up to the next whole number.

**Sec. 20.110.050. – Menu of concessions.**

A project that qualifies under this chapter may request concessions from the menu in Table A.

Table A

<b>Concession</b>	<b>Modification of Standard</b>
Building Height	Up to 10 feet
Yard	Up to 20 percent
Common Open Space	Up to 20 percent
Private Open Space	Up to 20 percent
Fee (e.g. plan check, construction permit, or development impact)	Reduced or deferred fee

**Sec. 20.110.060. – Off-menu concessions.**

The city or applicant may propose concessions that result in identifiable, financially sufficient, and actual cost reductions, which proposal shall be considered and approved or denied by the Planning Commission, supported by written findings in accordance with the state density bonus law. The city may, at its discretion, require the applicant to demonstrate that the proposed concession or other waiver of a development standard is needed to make the affordable units economically feasible.

**Sec. 20.110.070. – Density bonus greater than 35 percent.**

A conditional use permit approved by both the planning commission and city council shall be required for any density bonus greater than 35 percent. The city has the authority but no obligation to grant a density bonus in excess of 35 percent. For requests under this section, the city may consider benefits of the project and other factors, including, without limitation: (i) additional affordable units; (ii) on-site

amenities; (iii) services for residents; and (iv) the distance to neighborhood services. In addition to the findings required in Section 20.44.070 (conditional use permit), the following findings must be met:

- (1) The project is consistent with the affordable housing provisions of the General Plan.
- (2) The project sets aside no less than the percentage and type of units required to earn a density bonus of 35 percent under the state density bonus law.
- (3) The applicant has adequately demonstrated that the project will not generate unmitigated significant noise, traffic, parking, or other impacts detrimental to surrounding properties or the general welfare.

**Sec. 20.110.080. – Application.**

The following information shall be included with the first application required for the housing development project:

- (a) A description of the proposed project, including the number of dwelling units, set-aside units and density bonus units, and the calculations that explain the results.
- (b) The basis on which the project qualifies for a density bonus.
- (c) A site plan showing building footprints, locations of set-aside units, driveway and parking layout, and the location and floor area of any proposed child care facility.
- (d) A description of the concessions requested. In the case of proposed off-menu concessions, demonstrate that they are within the definition of a concession and accord with the state density bonus law. The director may require an independent financial review at the applicant's expense to demonstrate the economic effect of the proposed concession on the project.
- (e) If the density bonus request is based on a land donation, the application shall identify the land to be transferred, and demonstrate that the applicable conditions of the state density bonus law are met.
- (f) Other relevant information required by the director.

**Sec. 20.110.090. – Decision and appeal.**

- (1) A request for a density bonus pursuant to this chapter shall be reviewed as part of the first required housing development application and shall be considered and

acted upon by the decision-making body authorized to make a recommendation or approve the housing development.

(2) A decision involving a density bonus shall be supported by written findings in accordance with the state density bonus law, including whether the project meets the qualifications for a density bonus.

(3) Any decision regarding a density bonus may be appealed in the manner and within the time set forth in Chapter 20.20 – Appeals.

**Sec. 20.110.100. – Recorded agreement.**

(1) The execution of a density bonus housing agreement with the city in a form approved by the city attorney shall be a condition of the discretionary project approval or ministerial building permit. The agreement shall be a covenant that runs with the land and binds the owner and successors and assigns. The agreement shall be recorded prior to building permit issuance, or, in the case of a subdivision, prior to final map approval.

(2) Provisions of the density bonus housing agreement may include, without limitation, the following:

- (a) The number of set-aside units, their floor area, number of bedrooms, location, and production schedule.
- (b) Ensure continued affordability of set-aside units for the requisite period.
- (c) Standard or index to establish maximum rent or sales price of affordable units.
- (d) Restrict rentals or sales of affordable units to persons and families of qualifying income levels and set forth the procedure to certify incomes.
- (e) Prohibit occupants from renting or subletting an affordable unit.
- (f) Control the resale of condominium set-aside units to provide for the recapture of any initial subsidy and any required equity-sharing payment to the city from the sale proceeds.
- (g) Specify requirements applicable to a child care facility, including floor area, percentage of patrons from qualifying income level families, and financial or other guarantee of continued operation for the mandated period.
- (h) Specify residency restrictions applicable to a senior citizen housing development or mobilehome park.

- (i) Require compliance with state law, this chapter, and all other applicable regulations.
- (j) Set forth monitoring and reporting procedures, penalties, and enforcement mechanisms, such as a deed of trust to secure performance of obligations.

**SECTION 2:** In accordance with Municipal Code section 20.16.100, the City Council finds that the amendment is consistent with the objectives of the zoning code and the City of Cudahy General Plan. The zoning code contemplates residential uses in various zones throughout the city consistent with the Land Use Map (Exhibit 2-2) of the General Plan. Density bonuses rely on and work in conjunction with residential zoning. The amendment is consistent with General Plan policies, which expressly contemplate density bonuses: "The City of Cudahy will provide density bonuses for low-income housing projects and senior citizen housing projects." (Housing Element Policy 5.8.) Also, the General Plan identifies density bonuses among the Development Controls to implement its residential goals and policies. (Land Use Element section 2.3.3.)

**SECTION 3:** Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs. title 14) section 15061(b)(3) (certain to have no significant effect on the environment), because the ordinance implements State law and policy, and it is not reasonably foreseeable what projects might be proposed, so there can be no meaningful analysis of environmental impacts. (Id. § 15064(d).) Specific density bonus projects will each be subject to CEQA.

**SECTION 4:** This ordinance shall supersede any inconsistent provision of the Municipal Code to the extent of such inconsistency and no further.

**SECTION 5:** Should any provision of this ordinance be determined to be invalid or unconstitutional, all other provisions shall remain in full force and effect as approved.

**SECTION 6:** This ordinance shall take effect 30 days after its passage pursuant to California Government Code section 36937.

**SECTION 7:** The City Clerk shall attest to the adoption of this ordinance and shall cause the same to be published in the manner prescribed by law.

**SECTION 8:** Based on the aforementioned, the City of Cudahy Planning Commission hereby recommends approval of Ordinance No. 648 by Resolution PC-15-08.

## ORDINANCE NO. 648

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, AMENDING THE CUDAHY MUNICIPAL CODE TO ADD CHAPTER 20.110 TO TITLE 20 (ZONING) TO PROVIDE AND REGULATE RESIDENTIAL DENSITY BONUSES**

WHEREAS: the State Density Bonus Law (California Government Code sections 65915 et seq.) encourages the production of affordable housing, senior housing, and child care facilities; and

WHEREAS: the State Density Bonus Law mandates awards of increased residential density over the otherwise maximum density and favorable development standards to those housing development projects that set aside units as affordable and meet other specified criteria; and

WHEREAS: all cities must adopt an ordinance that implements the State Density Bonus Law; and

WHEREAS: the City's General Plan Housing Element and Land Use Element describe the need for affordable housing, and density bonuses are expected to be an important planning tool to provide for the City's existing and future housing needs; and

WHEREAS: State law allows density increases greater than 35 percent, but only where "permitted by local ordinance"; and

WHEREAS: the City seeks to enhance the public welfare and promote the goals and objectives of the General Plan by establishing incentives for the production of affordable housing, and establishing standards and findings for approval that accord with State law; and

WHEREAS: on Monday, June 15 2015, following proper notice and public hearing, the City Planning Commission adopted Resolution No. PC-15-08, recommending that the City Council adopt an ordinance adding Chapter 20.110 to the Municipal Code regarding residential density bonuses; and

WHEREAS: the City Council has considered evidence presented by the Planning Commission, City Staff and the public at a duly noticed public hearing.

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

**SECTION 1:** City Council held a first reading of Ordinance No. 648 and opened the public hearing on July 13, 2015 to consider the Density Bonus. All evidence, both written and oral, presented during said public hearing was considered by the City Council in making its determination, and

A public hearing was held before City Council on of the City of Cudahy on July, xx, 2015, to consider the Density Bonus. All evidence, both written and oral, presented during the July 13, 2015, first reading, and public hearing was considered by the City Council in making its determination.

**SECTION 2:** A record of the public hearing indicated that the City Council of the City of Cudahy hereby finds and determines as follows: Chapter 20.110 is hereby added to Title 20 (Zoning) of the Cudahy Municipal Code to read:

Chapter 20.110  
RESIDENTIAL DENSITY BONUS

**Sec. 20.110.010. – Purpose and intent.**

This chapter implements the state density bonus law (California Government Code section 65915 et seq.), as may be amended, and is intended to provide incentives for the production of affordable housing, senior housing, and child care facilities. State law shall prevail over any conflicting provision of this chapter.

**Sec. 20.110.020. – Rules and procedures.**

The director may promulgate rules and procedures that are consistent with the provisions and intent of this chapter.

**Sec. 20.110.030. – Density bonus.**

(1) A housing development project that satisfies the requirements of both state law and this chapter shall be eligible to receive a density bonus, concessions, and vehicular onsite parking standards in accordance with the state density bonus law.

(2) The definitions found in the state density bonus law shall apply to the terms contained herein.

“Concession” shall have the same meaning as “concession or incentive.”

“Set-aside unit” or “affordable unit” means a dwelling unit restricted pursuant to this chapter to qualify the project for a density bonus.

**Sec. 20.110.040. – Fractional units.**

In determining the maximum residential density allowed under the zoning code for the purpose of this chapter, any fraction of a unit shall not be counted. In calculating density bonuses and set-aside units, fractions shall be rounded up to the next whole number.

**Sec. 20.110.050. – Menu of concessions.**

A project that qualifies under this chapter may request concessions from the menu in Table A.

Table A

<b>Concession</b>	<b>Modification of Standard</b>
Building Height	Up to 10 feet
Yard	Up to 20 percent
Common Open Space	Up to 20 percent
Private Open Space	Up to 20 percent
Fee (e.g. plan check, construction permit, or development impact)	Reduced or deferred fee

**Sec. 20.110.060. – Off-menu concessions.**

The city or applicant may propose concessions that result in identifiable, financially sufficient, and actual cost reductions, which proposal shall be considered and approved or denied by the Planning Commission, supported by written findings in accordance with the state density bonus law. The city may, at its discretion, require the applicant to demonstrate that the proposed concession or other waiver of a development standard is needed to make the affordable units economically feasible.

**Sec. 20.110.070. – Density bonus greater than 35 percent.**

A conditional use permit approved by both the planning commission and city council shall be required for any density bonus greater than 35 percent. The city has the authority but no obligation to grant a density bonus in excess of 35 percent. For requests under this section, the city may consider benefits of the project and other factors, including, without limitation: (i) additional affordable units; (ii) on-site amenities; (iii) services for residents; and (iv) the distance to neighborhood services. In addition to the findings required in Section 20.44.070 (conditional use permit), the following findings must be met:

- (1) The project is consistent with the affordable housing provisions of the General Plan.
- (2) The project sets aside no less than the percentage and type of units required to earn a density bonus of 35 percent under the state density bonus law.
- (3) The applicant has adequately demonstrated that the project will not generate unmitigated significant noise, traffic, parking, or other impacts detrimental to surrounding properties or the general welfare.

**Sec. 20.110.080. – Application.**

The following information shall be included with the first application required for the housing development project:

- (a) A description of the proposed project, including the number of dwelling units, set-aside units and density bonus units, and the calculations that explain the results.
- (b) The basis on which the project qualifies for a density bonus.
- (c) A site plan showing building footprints, locations of set-aside units, driveway and parking layout, and the location and floor area of any proposed child care facility.
- (d) A description of the concessions requested. In the case of proposed off-menu concessions, demonstrate that they are within the definition of a concession and accord with the state density bonus law. The director may require an independent financial review at the applicant's expense to demonstrate the economic effect of the proposed concession on the project.

- (e) If the density bonus request is based on a land donation, the application shall identify the land to be transferred, and demonstrate that the applicable conditions of the state density bonus law are met.
- (f) Other relevant information required by the director.

**Sec. 20.110.090. – Decision and appeal.**

- (1) A request for a density bonus pursuant to this chapter shall be reviewed as part of the first required housing development application and shall be considered and acted upon by the decision-making body authorized to make a recommendation or approve the housing development.
- (2) A decision involving a density bonus shall be supported by written findings in accordance with the state density bonus law, including whether the project meets the qualifications for a density bonus.
- (3) Any decision regarding a density bonus may be appealed in the manner and within the time set forth in Chapter 20.20 – Appeals.

**Sec. 20.110.100. – Recorded agreement.**

- (1) The execution of a density bonus housing agreement with the city in a form approved by the city attorney shall be a condition of the discretionary project approval or ministerial building permit. The agreement shall be a covenant that runs with the land and binds the owner and successors and assigns. The agreement shall be recorded prior to building permit issuance, or, in the case of a subdivision, prior to final map approval.
- (2) Provisions of the density bonus housing agreement may include, without limitation, the following:
  - (a) The number of set-aside units, their floor area, number of bedrooms, location, and production schedule.
  - (b) Ensure continued affordability of set-aside units for the requisite period.
  - (c) Standard or index to establish maximum rent or sales price of affordable units.
  - (d) Restrict rentals or sales of affordable units to persons and families of qualifying income levels and set forth the procedure to certify incomes.
  - (e) Prohibit occupants from renting or subletting an affordable unit.

- (f) Control the resale of condominium set-aside units to provide for the recapture of any initial subsidy and any required equity-sharing payment to the city from the sale proceeds.
- (g) Specify requirements applicable to a child care facility, including floor area, percentage of patrons from qualifying income level families, and financial or other guarantee of continued operation for the mandated period.
- (h) Specify residency restrictions applicable to a senior citizen housing development or mobilehome park.
- (i) Require compliance with state law, this chapter, and all other applicable regulations.
- (j) Set forth monitoring and reporting procedures, penalties, and enforcement mechanisms, such as a deed of trust to secure performance of obligations.

**SECTION 2:** In accordance with Municipal Code section 20.16.100, the City Council finds that the amendment is consistent with the objectives of the zoning code and the City of Cudahy General Plan. The zoning code contemplates residential uses in various zones throughout the city consistent with the Land Use Map (Exhibit 2-2) of the General Plan. Density bonuses rely on and work in conjunction with residential zoning. The amendment is consistent with General Plan policies, which expressly contemplate density bonuses: "The City of Cudahy will provide density bonuses for low-income housing projects and senior citizen housing projects." (Housing Element Policy 5.8.) Also, the General Plan identifies density bonuses among the Development Controls to implement its residential goals and policies. (Land Use Element section 2.3.3.)

**SECTION 3:** Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (Cal. Code Regs. title 14) section 15061(b)(3) (certain to have no significant effect on the environment), because the ordinance implements State law and policy, and it is not reasonably foreseeable what projects might be proposed, so there can be no meaningful analysis of environmental impacts. (Id. § 15064(d).) Specific density bonus projects will each be subject to CEQA.

**SECTION 4:** This ordinance shall supersede any inconsistent provision of the Municipal Code to the extent of such inconsistency and no further.

**SECTION 5:** Should any provision of this ordinance be determined to be invalid or unconstitutional, all other provisions shall remain in full force and effect as approved.

**SECTION 6:** This ordinance shall take effect 30 days after its passage pursuant to California Government Code section 36937.

**SECTION 7:** The City Clerk shall attest to the adoption of this ordinance and shall cause the same to be published in the manner prescribed by law.

**SECTION 8:** Based on the aforementioned, the City of Cudahy Planning Commission hereby recommends approval of Ordinance No. 648 by Resolution PC-15-08.

PASSED, APPROVED AND ADOPTED this XX day of July, 2015.

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Cristian Markovich, Mayor

ATTEST:

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Acting Deputy City Clerk

APPROVED AS TO FORM:

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Isabel Birrueta  
Assistant City Attorney

CERTIFICATION

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

I, \_\_\_\_\_, Acting Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Ordinance No. 648 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 XX day of July, 2015, and that said Ordinance was adopted by the following vote, to-wit:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Acting Deputy City Clerk



# Item Number 10B

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## STAFF REPORT

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**Date:** July 13, 2015

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

**From:** Jose E. Pulido, City Manager/ Executive Director  
By: Michael Allen, Community Development Director  
Aaron Hernandez-Torres, PE, Assistant City Engineer

**Subject:** **Consideration to Approve Resolution No. 15-37. A Resolution of the City Council of the City of Cudahy Memorializing a Public Hearing and Levying the Annual Assessment to Maintain the City of Cudahy Street Lighting District and Direct Staff to Forward the Resolution to the Los Angeles County Assessor**

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### **RECOMMENDATION**

The City Council is requested to approve Resolution No. 15-37, Memorializing a Public Hearing and Levying the Annual Assessment to Maintain the City of Cudahy Street Lighting District and direct staff to forward the Resolution to the Los Angeles County Assessor before August 6, 2015.

### **BACKGROUND**

1. In accordance with the Landscaping and Lighting Act of 1972, Streets and Highways Code §§ 22500 (Sts. & Hy. Code 22500), the City of Cudahy created its Lighting Assessment District. Annual levies on the properties within the Assessment District fund the ongoing maintenance of street lights in the City.
2. On February 25, 2015, Willdan Engineering was retained as part of the existing services agreement to provide annual administration services for the City of Cudahy Landscaping and Lighting Act of 1972. This includes the following services: Geographical Information System (GIS) Parcel Audit; District Audit; and 1972 Act District Administration Services.
3. From April to May 2015, Willdan Engineering prepared the City of Cudahy Annual Street Lighting Assessment Report for Fiscal Year (FY) 2015-16.

4. On June 22, 2015, City Council approved Resolution No. 15-26, which intended to levy the assessment, pursuant to Street and Highways Code Section 22624. City Council also directed staff to publish the Resolution of Intention and provide notice of a public hearing on the assessment to take place on July 13, 2015.
5. On July 3, 2015, the Public Hearing Notice and the Resolution of Intention were published in the Press Telegram newspaper.

## **ANALYSIS**

The City of Cudahy utilizes a city-wide Street Lighting Special Assessment District in accordance with the provisions of the Landscape and Lighting Act of 1972 to fund the operation and maintenance of the City's streetlights. The funding sources for the Assessment District costs are the parcels within the Assessment District. The parcels are assessed by the City through an annual process. Annual levies on the properties within the Assessment District fund the ongoing maintenance of street lights in the City.

This document is the second of the two annual City Council actions regarding the Assessment District.

The Landscaping and Lighting Act requires the City to hold a public hearing to consider the levy of the annual assessment prior to approving the levy. Following the public hearing, the City Council must consider and approve the levy (passing a resolution and providing it to the County Assessor) before August 6, 2015. Streets and Highways Code § 22625.

At the June 22, 2015 City Council meeting, and consistent with the provisions of Streets and Highways Code section 22623, the City Council passed a Resolution of Intention and approved the Engineer's Report and levy of the assessment. Pursuant to Streets and Highways Code section 22626(a), the Council directed staff to publish the resolution of intention and provide notice of a public hearing on the assessment to take place at today's meeting. The notice was published on July 3, 2015.

To collect the funds for street light maintenance, the City Council must consider and approve the levy following a duly noticed public hearing published in the Press Telegram, by passing a resolution and providing it to the County Assessor before August 6, 2015.

Staff has prepared Resolution 15-37 for consideration by the Council, a copy of which is attached (Attachment A).

## **CONCLUSION**

Approval of Resolution No. 15-37, memorializing a public hearing and levying the annual assessment to maintain the City of Cudahy street lighting district and direct staff to forward the Resolution of Intent to the Los Angeles County Assessor before August 6, 2015, will bring revenues to the City to fund the operation and maintenance of the City's streetlights.

Failure to approve Resolution 15-37, will result in the City paying for the City's streetlight operation and maintenance services from the General Fund until this Resolution is approved.

## **FINANCIAL IMPACT**

State law authorizes the City to include the costs of preparing the City Engineer's Report and administering the assessment in the total amount of the assessment. The total amount of this year's engineer's estimate is \$109,250. This cost includes \$6,500 to administer the assessment; and \$500 to publish the notice of the public hearing on July 13, 2015 (the amount of \$78,333.28 will come from the assessment and the difference will be paid by supplemental funds: gas tax monies). Per Sts & Hy. Code § 22526 (defining incidental expenses). The assessment will cover all of its costs as shown.

No increase or change to the annual assessment rate is proposed for FY 2015-16. However the annual assessment amount this FY 2015-16 is \$78,333.28 (an additional revenue of \$5,235.84 from FY 2014-15, due to GIS Parcel Audit Findings). No taxes are to be increased or additional monies being requested.

## **CEQA**

This Resolution is not a project subject to the California Environmental Quality Act, Public Resources Code §§ 21000 et seq., "CEQA" and its implementing regulations, 14 Cal. Code Regs. §§ 15000 et seq. (the "CEQA Guidelines"), as it will not result in a direct or reasonably foreseeable indirect physical change to the environment. Rather, this Resolution maintains current conditions in the City. §§ 15060(c)(2)-(3), 15378.

## **ATTACHMENTS**

- A. Resolution No. 15-37
- B. Resolution No. 15-26
- C. Proof of Publication

**RESOLUTION NO. 15-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY MEMORIALIZING A PUBLIC HEARING AND LEVYING THE ANNUAL ASSESSMENT TO MAINTAIN THE CITY OF CUDAHY STREET LIGHTING DISTRICT**

WHEREAS, the City of Cudahy has a Lighting Assessment District formed pursuant to the Landscaping and Lighting Act of 1972, Streets and Highways Code §§ 22500 et seq.; and

WHEREAS, annual levies on the properties within the Assessment District fund the ongoing maintenance of street lights in the City; and

WHEREAS, the amount of the Assessment must be based on an Engineer's Report; and

WHEREAS, the City Council approved the Engineer's Report at its June 22, 2015 meeting; and

WHEREAS, the City Council adopted a resolution of intention to levy the assessment at its June 22, 2015 meeting; and

WHEREAS, the City Clerk published and posted the notice of public hearing on July 3, 2015.

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

SECTION 1. On July 13, 2015, the City Council of the City of Cudahy held a duly noticed public hearing to levy and collect assessments within the City of Cudahy Street Lighting District for fiscal year 2015-2016, consistent with the provisions of the Landscape and Lighting Act of 1972.

SECTION 2. The Assessment for 2015-2016 will fund ongoing maintenance of existing improvements to the City's street lights. The existing improvements in the Assessment District consist of street lamps that have been installed City-wide. The planned annual maintenance paid for by this year's assessment includes the day-to-day replacement and repair of damaged street lighting.

SECTION 3. The boundaries of the City of Cudahy Street Lighting District are coterminous with the boundaries of the City, but do not include any publicly owned parcels.

SECTION 4. Prior to the public hearing, the City provided an opportunity for written objections to the assessment to be filed with the City Clerk. During the public hearing, the City provided an opportunity for anyone opposed to the assessment to voice an objection.

SECTION 5. The City Council has considered the Engineer's Report, the Resolution of Intention, and the input of the public at the duly noticed public hearing and hereby levies the assessment for fiscal year 2015-2016 on the affected properties as proposed in the Engineer's Report.

SECTION 6. Consistent with Streets and Highways Code section 22631, staff is directed to provide a copy of the Engineer's Report, Resolution of Intention, proof of publication, and this Resolution to the County Assessor to levy the assessment on the affected parcels.

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 13<sup>th</sup> day of July, 2015.**

\_\_\_\_\_  
Cristian Markovich  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting Deputy City Clerk

\_\_\_\_\_  
Isabel Birrueta  
Assistant City Attorney

**CERTIFICATION**

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

I, \_\_\_\_\_, Acting Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No.15-37 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 13<sup>th</sup> day of July, 2015, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Acting Deputy City Clerk

**RESOLUTION NO. 15-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING THE CITY ENGINEER'S REPORT AND DECLARING THE INTENTION OF THE CITY COUNCIL TO HOLD A PUBLIC HEARING AND LEVY THE ANNUAL ASSESSMENT TO MAINTAIN THE CITY OF CUDAHY STREET LIGHTING DISTRICT**

WHEREAS, the City of Cudahy has a Lighting Assessment District formed pursuant to the Landscaping and Lighting Act of 1972, Streets and Highways Code §§ 22500 et seq.; and

WHEREAS, an Engineer's Report is required to be prepared and filed each year outlining the proposed budget and assessment, the proposed improvements to be maintained and the changes to the Assessment District in order to levy and collect assessments on any following fiscal year; and

WHEREAS, the City Council intends to levy and collect assessments from the parcels within the Assessment District during the following fiscal year 2015/16, located within the City of Cudahy; and

WHEREAS, annual levies on the properties within the Assessment District fund the ongoing maintenance of street lights in the City; and

WHEREAS, the amount of the Assessment must be based on an Engineer's Report; and

WHEREAS, the City Engineer has submitted a report for consideration by the City Council; and

WHEREAS, prior to levying an assessment on the properties in the District, the City Council must adopt and publish a resolution of intention to levy the assessment and notice and hold a public hearing on the assessment; and

WHEREAS, this Resolution is adopted pursuant to Section 22624 of the State of California, Streets and Highways Code.

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

**SECTION 1.** It is the intent of the City Council of the City of Cudahy to levy and collect assessments within the City of Cudahy Street Lighting District for fiscal year 2015-2016. This Resolution No. 15-26, is a resolution of intention, consistent with the provisions of the Landscape and Lighting Act of 1972.

SECTION 2. The Assessment for 2015-2016 will fund ongoing maintenance of existing improvements to the City's street lights. The existing improvements in the Assessment District consist of street lamps that have been installed City-wide. The planned annual maintenance paid for by this year's assessment includes the day-to-day replacement and repair of damaged street lighting.

SECTION 3. The boundaries of the City of Cudahy Street Lighting District are coterminous with the boundaries of the City, but do not include any publicly owned parcels.

SECTION 4. The City Council has considered and approves the Report entitled Street Lighting Assessment District Engineering Report FY 2015/2016, prepared by Willdan Engineering. The report contains a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district. The Report is a public record of the City and staff is directed to maintain a copy of the report on file in the Office of the City Clerk.

SECTION 5. The City Council will hold a public hearing to consider the levy of the assessment on or about 6:30 p.m. on July 13, 2015 at the City Council Chamber, 5240 Santa Ana St., Cudahy, CA 90201.

SECTION 6. Staff is directed to publish notice of the public hearing on or before July 3, 2015. Staff shall publish the notice at least one time in a newspaper of general circulation, and shall post the notice in at least three (3) places in the City.

SECTION 7. Staff is directed to publish a copy of this resolution of intention consistent with the provisions of Streets and Highways Code 22626.

SECTION 8. The Street Lighting Assessment Report provides the basis for the proposed assessment for fiscal year 2015-2016. The proposed assessment is \$78,333.28, This amount was estimated based on the actual expenses for FY 2014/15. Further, the City is using the same methodology to calculate the assessment amount on each parcel in the assessment district as it did in fiscal year 2014-2015. Accordingly, No increase or change to the annual assessment rate is proposed for fiscal year 2015/16. However the annual assessment amount this FY 2015/16 is \$78,333.28 (an additional revenue of \$5,235.84 from fiscal year 2014/15, due to GIS Parcel Audit Findings).

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 22<sup>n</sup> day of June, 2015.**

\_\_\_\_\_  
\_\_\_\_\_  
Cristian Markovich  
Mayor

ATTEST: \_\_\_\_\_ APPROVED AS TO FORM: \_\_\_\_\_

\_\_\_\_\_  
Isabel Birrueta  
Assistant City Attorney  
Acting Deputy City Clerk

# Advertising Order Confirmation

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07/01/15 1:26:21PM  
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<u>Ad Order Number</u> 0010686969	<u>Customer</u> CITY OF CUDAHY	<u>Payor Customer</u> CITY OF CUDAHY	<u>PO Number</u>
<u>Sales Rep.</u> tbutikofer	<u>Customer Account</u> 5007693	<u>Payor Account</u> 5007693	<u>Ordered By</u> Didier Murillo
<u>Order Taker</u> tbutikofer	<u>Customer Address</u> 5220 SANTA ANA STREET CUDAHY CA 90201 USA	<u>Payor Address</u> 5220 SANTA ANA STREET CUDAHY CA 90201 USA	<u>Customer Fax</u>
<u>Order Source</u> Select Source	<u>Customer Phone</u> 323-773-5143	<u>Payor Phone</u> 323-773-5143	<u>Customer EMail</u>
<u>Current Queue</u> Ready	<u>Invoice Text</u>	<u>Ad Order Notes</u>	
<u>Tear Sheets</u> 0	<u>Affidavits</u> 0	<u>Blind Box</u>	<u>Materials</u>
		<u>Promo Type</u>	<u>Special Pricing</u> None

<u>Ad Number</u> 0010686969-01	<u>Ad Size</u> 3.0 X 80 Li	<u>Color</u>	<u>Production Color</u>	<u>Ad Attributes</u>	<u>Production Method</u> AdBooker	<u>Production Notes</u>
<u>External Ad Number</u>		<u>Pick Up</u>	<u>Ad Type</u> Legal Liner			

# Advertising Order Confirmation

Ad Order Number

Customer

0010686969

CITY OF CUDAHY

## NOTICE OF PUBLIC HEARING

### Street Lighting District FY15/16

NOTICE IS HEREBY GIVEN that the City Council of the City of Cudahy will hold a Public Hearing to consider the Levy of an Assessment on the City's Street Lighting District to fund annual maintenance and repairs for Fiscal Year 2015-2016.

The City Council will hold the Public Hearing consistent with the provisions of The Landscaping and Lighting Act of 1972, California Streets and Highways Code §§ 22500, et seq., and City Council Resolution 15-26, A Resolution of the City Council of the City of Cudahy Approving the City Engineer's Report and Declaring the Intention of the City Council to Hold a Public Hearing and Levy the Annual Assessment to Maintain the City of Cudahy Street Lighting District, approved by the City Council on June 22, 2015 and accompanies this notice.

All interested parties are invited to attend said hearing and express opinions or submit evidence for or against the proposed Assessment. Any person who wishes to object to the matter should file a written protest with the City Clerk prior to said public hearing at 5220 Santa Ana Street, Cudahy, CA 90201 during normal business hours, 8:00 a.m. - 5:00 p.m., Monday-Thursday and 8:00 a.m. - 4:00 p.m. on Friday. For further details contact Community Development Department, at (323) 773-5143.

### REGULAR CITY COUNCIL MEETING

**DATE:** July 13, 2015  
**TIME:** 6:30 P.M., or as soon thereafter as the matter can be heard.  
**PLACE:** City Hall Council Chambers  
5240 Santa Ana Street

/s/ Aaron Hernandez-Torres, P. E.  
Assistant City Engineer

Published and Posted: Friday, July 3, 2015

**Pub July 3, 2015(11)PT(686969)**

<u>Product</u>	<u>Requested Placement</u>	<u>Requested Position</u>	<u>Run Dates</u>	<u># Inserts</u>
Press Telegram	Legals CLS	General-1076~	07/03/15	1

<b>Order Charges:</b>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
	\$492.73	\$0.00	\$492.73		\$0.00	<b>\$492.73</b>

# Advertising Order Confirmation

**Press-Telegram • The Beach Reporter**  
**Daily Breeze • Palos Verdes Peninsula News**

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CITY OF CUDAHY

If this confirmation includes an advertising proof, please check your proof carefully for errors, spelling, and/or typos. Errors not marked on the returned proof are not subject to credit or refunds.

Please note: To meet our printer's deadline, we must have your proof returned by the published deadline, and as indicated by your sales rep. If we have not heard from you by that time, we will assume that your ad is correct, and it will run as is.

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I hereby authorize publication of the above described advertising.



Signature

Date

Please note: If you pay by bank card, your card statement will show the merchant as "LA NEWSPAPER GROUP".