AGENDA
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY

WEDNESDAY, AUGUST 28, 2024 AT 5:30 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Eddie De La Riva

MAYOR PRO TEM
Mayra Aguiluz

COUNCIL MEMBERS
Jessica Torres
Frank Garcia
Heber Marquez

CITY CLERK
Brian E. Juarez

CITY TREASURER
Mary Mariscal

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. MEETING PROCEDURES

THIS MEETING WILL BE HELD IN PERSON.

THE MEETING WILL BE AVAILABLE FOR VIEWING VIA ZOOM:

https://us02web.zoom.us/j/85710936254 AND VIA THE CITY'S FACEBOOK PAGE.

Public Participation Options:

1. **In-Person**: Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA

2. **Before the Meeting**: Public comment will be accepted for the record in advance by 4:00 p.m. the day of the meeting by email to daisy.guerrero@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council Meeting, please contact the City Clerk's Office (323) 562-5714 within 72 hours of the meeting.

IV. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 4501 SLAUSON AVENUE, MAYWOOD (APN 6313-010-001, 6313-010-002, 6313-010-003, AND 6313-010-030)).; AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: EL POLLO LOCO INC., A DELAWARE CORPORATION.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 4457 AND 4487 SLAUSON AVENUE, MAYWOOD (APNS 6313-015-030, 6313-015-031, 6313-015-032, AND 6313-015-033).; AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: MAYWOOD VILLAGE CENTER LLC, A DELAWARE LIMITED LIABILITY COMPANY.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 5901 ATLANTIC BOULEVARD, MAYWOOD (APN 6313-013-030); AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: J&MGC, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH REAL PROPERTY NEGOTIATOR; GOVERNMENT CODE SECTION 54956.8.; PROPERTY: 5900 AND 5906 ATLANTIC BOULEVARD, MAYWOOD (APNS 6313-011-036 AND 6313-011-028).; AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER, STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING, AND TYLER KELLEHER, ASSISTANT PROJECT MANAGER, EPIC LAND SOLUTIONS, INC.; NEGOTIATING PARTY: TONY Y. KIM, JOUNG-SUN KIM, YONG-TAI KIM AND SOON-AI KIM.; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

VI. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on an item on the agenda may use the instructions provided in section **III. MEETING PROCEDURES** beginning on page 1 of this agenda.

VII. PRESENTATIONS

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

VIII. PUBLIC HEARING

1. PUBLIC HEARING TO CONSIDER RESOLUTION NO. 6376, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING NEW PARK USAGE FEES FOR THE USE OF THE DODGERS DREAMFIELD AT MAYWOOD PARK AND NEW RENTAL REGISTRATION AND OTHER FEES AND PENALTIES UNDER THE RENTAL REGISTRY PROGRAM IN THE CITY OF MAYWOOD

2. RECOMMENDED ADOPTION OF RESOLUTIONS OF NECESSITY FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY INTERESTS FOR PUBLIC PURPOSES IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (ASSESSOR PARCEL NUMBERS 6313-010-001 6313-010-002, 6313-010-003, & 6313-010-030; 6313-015-030, 6313-015-031, 6313-015-032 & 6313-015-033; 6313-011-036 & 6313-011-028; AND 6313-013-030) (EL POLLO LOCO, MAYWOOD VILLAGE CENTER, KIM, J&MGC)

IX. CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

3. REVENUE REPORT JULY 2024

4. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL JULY 2024

5. CONSIDERATION OF ADOPTING RESOLUTION NO. 6375 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

6. CONSIDERATION OF ADOPTING RESOLUTION NO. 6381 APPROVING THE LETTER OF COMMITMENT BETWEEN THE CITY OF MAYWOOD AND THE COUNTY OF LOS ANGELES FOR THE DIGITAL EQUITY COMPETITIVE GRANT PROGRAM

7. CONSIDERATION OF A RESOLUTION NO. 6382 OF THE CITY COUNCIL APPROVING PARTICIPATION AS WELL AS THE TRANSFER AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR SAFE,CLEAN, WATER PROGRAM FUNDING

8. CONSIDERATION OF ADOPTION RESOLUTION NO. 6383 APPROVING AN APPROPRIATION OF AB 2766 FUNDS FOR THE PURCHASE OF ELECTRIC VEHICLES (EVs) FOR CITY OPERATIONS AND SERVICES

9. AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR LANDSCAPE MAINTENANCE SERVICES THROUGHOUT THE CITY

X. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on a non- agenda item you may use the instructions provided in section **III. MEETING PROCEDURES** beginning on page 1 of this agenda.

XI. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is scheduled for Tuesday, September 24, 2024, at 5:30 p.m. in the City Council Chambers.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, _____, City Clerk or Deputy City Clerk, hereby certify that this agenda was duly posted by law at 4319 E. Slauson Avenue, Maywood, CA 90270 and the City Website. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the Maywood City Hall, 4319 E. Slauson Avenue, Maywood CA 90270. If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to rising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting. In compliance with the ADA, if you need special assistance for the meeting, call (323) 562-5723 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 1.

DATE: August 28, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: PUBLIC HEARING TO CONSIDER RESOLUTION NO. 6376, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING NEW PARK USAGE FEES FOR THE USE OF THE DODGERS DREAMFIELD AT MAYWOOD PARK AND NEW RENTAL REGISTRATION AND OTHER FEES AND PENALTIES UNDER THE RENTAL REGISTRY PROGRAM IN THE CITY OF MAYWOOD

RECOMMENDATION:
Staff recommends that the City Council hold a public hearing to adopt Resolution No. 6376, A Resolution of the City Council of the City of Maywood, California, adopting New Park Usage Fees for the use of The Dodgers Dreamfield at Maywood Park and New Rental Registration and other Fees and Penalties under the Rental Registry Program in the City of Maywood.

BACKGROUND:
On August 23, 2023, the City Council adopted Ordinance No. 23-07 Establishing Rent Stabilization Regulations to the Maywood Municipal Code. This allowed for the establishment and creation of the Housing Division and the rental registry program. Once the program went into effect, the City Council directed staff to conduct a fee study to determine the full cost of administering and enforcing the new program. In addition, due to the renovation of the Dodgers Dreamfield at Maywood park, for cost recovery reasons, the Council directed staff to conduct a comprehensive fee study to determine fees such as maintenance, associated administrative costs for upkeep, adjacent bleachers, restrooms and batting cages.

On September 28, 2023, the City Council released a Request for Proposal (RFP) to advertise the comprehensive fee study for the Rent Stabilization Program and the rental of the Dodgers Dreamfield at Maywood Park. The City selected the most qualified proposal, Revenue & Cost Specialist, LLC, (RCS) to create the comprehensive fee study. RCS held weekly meetings with City staff to gather data regarding time and materials for various tasks, review neighboring city fees, and conduct relevant research. Based on these meetings, RCS developed several drafts of the fee schedules that were distributed to key City staff for review and updates.

On July 24, 2024, a City Council Meeting was held where the items were taken as Discussion/Action Items. At the meeting, the RCS consultant presented an overview of the fee study and methodology. The City Council reviewed and discussed each fee and agreed with the recommendation of the rent stabilization fees for Option A and directed staff on what changes to make to move forward with the new park usage fees, and to set a public hearing for August 28, 2024. The public hearing notice was published on August 15, 2024, and again on August 22, 2024, in a newspaper of general circulation as required by law.

Upon conclusion of the public hearing, staff recommends the City Council adopt the new park usage fees and rental registration and other fees and penalties.

DISCUSSION:

Once approved by the City Council, the Rent Stabilization fees and the Dodgers Dreamfield at Maywood Park will be incorporated into the Fiscal Year 2024-2025.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The fiscal impact for Option A on Rent Stabilization is projected to be $434,592 annually for operating the Rent Stabilization Program. Ultimately, the park usage fee established by the City Council will assist with offsetting the maintenance of the field.

ATTACHMENT(S)

1. Resolution No. 6376 Adopting New Park Usage Fees and New Rental Registration and other Fees
2. New Park Fees and Rental Registration Fees - Public Hearing Notice - Final

RESOLUTION NO. 6376

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING NEW PARK USAGE FEES FOR THE USE OF THE DODGERS DREAMFIELD AT MAYWOOD PARK AND NEW RENTAL REGISTRATION AND OTHER FEES AND PENALTIES UNDER THE RENTAL REGISTRY PROGRAM IN THE CITY OF MAYWOOD

WHEREAS, as set forth in the previous Resolutions, the City Council has established, amended and modified fees, charges and requirement payments for municipal services and other indicated purposes as set forth therein,

WHEREAS, the City desires to establish new usage fees for the City of Maywood's Dodgers Dreamfield at Maywood City Park as well as establish rental registration fees to implement the City's Rent Stabilization Program;

WHEREAS, notice of a public hearing has been provided as required by State law and the City Council held a duly public hearing on the proposed fees on August 28, 2024 regular City Council meeting;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAYWOOD HEREBY FINDS, RESOLVES, DECLARES, DETERMINES AND ORDER AS FOLLOWS:

Section 1. The recitals set forth above are true and correct and incorporated herein as if set forth in full.

Section 2. The fees set forth in Exhibit A are hereby adopted.

Section 3. The fees do not exceed the estimated reasonable cost of providing the service for which the fee is imposed.

Section 4. The City Council is taking action only on the fees set forth in Exhibit A. Such fee shall be incorporated into the City's fees and charges schedule.

Section 5. The fees shall go in effect upon adoption of this Resolution. The City Manager has authority to determine the date upon which the fees shall be charged.

Section 6. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions

PASSED, APPROVED AND ADOPTED THIS 28th day of August, 2024.

Eddie De La Riva, Mayor

ATTEST:

Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Brian E. Juarez, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6376, was adopted at a regular meeting of the City Council of the City of Maywood held on the 28th day of August 2024 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Brian E. Juarez, City Clerk

EXHIBIT A

FEES AND CHARGES

Service	Proposed Fees
Field Rental	$35/hour(base set up included)
Nighttime Rate	$50/hour(base & lights included
Field Lights	Included in Night Fee
Scoreboard	$20 Per Hour
Staff Fees	$20 Per Hour
Field Prep (Dragging field & Chalking Lines)	$75 (optional)
Batting Cages	Include in Field Rental Fee
Security Deposit	$250

Rental Registry Fees

Option A	Fee
Rental Registration Fee	$90
Registration Exemption Fee	$63

Late Fees

Late Fees starting on October 31	Total Fees & Fines
If paid late, 30 days or less past October 31	Registry Fee + 10% of remaining balance due
If paid 31 to 60 days past October 31	Registry Fee + 25% of remaining balance due
If paid after 60 days past October 31	Registry Fee + 50% of remaining balance due

NOTICE OF A PUBLIC HEARING
TO ADOPT NEW PARK USAGE FEES AND RENTAL REGISTRATION FEES AND PENALTIES

NOTICE IS HEREBY GIVEN that a **PUBLIC HEARING** will be conducted by the City Council on Wednesday, August 28, 2024, at 5:30 p.m. or as soon thereafter as is possible, in the Council Chambers of the City Hall, 4319 E. Slauson Avenue, Maywood, to consider the following matters:

Consideration of the following resolution adopting park usage fees for the Dodgers Dreamfield at Maywood Park, including but not limited to field rental fees, scoreboard fees, staff fees, etc as well as rental registration and other fees and penalties related to the City's Rent Stabilization Program:

> *A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING NEW PARK USAGE FEES FOR THE USE OF THE DODGERS DREAMFIELD AT MAYWOOD PARK AND NEW RENTAL REGISTRATION AND OTHER FEES AND PENALTIES UNDER THE RENTAL REGISTRY PROGRAM IN THE CITY OF MAYWOOD*

At the Public Hearing, the City Council will hear and consider all comments. All interested persons are invited to attend and speak on this matter. Written comments may also be submitted and should be addressed to the City Council, c/o City Clerk of the City of Maywood, 4319 E. Slauson Ave., Maywood, California, by email at daisy.guerrero@cityofmaywood.org and must be received by the City prior to the start of the public hearing. Copies of the above proposed resolution is available at City Hall or by contacting the City Clerk at daisy.guerrero@cityofmaywood.org.

Please note, if you challenge the Council's action in regard to this matter in court, you may be limited to raising only those issues you or someone else raised at the hearing before the City Council or in written correspondence delivered to the City, either at or prior to the hearing. For further information please contact City Clerk's Office at (323) 562-5714 Monday – Friday, 8:00 a.m. to 5:00 p.m.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council meeting, please contact the City Clerk's Office, (323) 562-5714 within 48 hours of the meeting.

Dated: August 12, 2024
Published: August 15, 2024
Published: August 22, 2024

Daisy Guerrero
Deputy City Clerk / Assistant to the City Manager

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 2.

DATE: August 28, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: RECOMMENDED ADOPTION OF RESOLUTIONS OF NECESSITY FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN REAL PROPERTY INTERESTS FOR PUBLIC PURPOSES IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (ASSESSOR PARCEL NUMBERS 6313-010-001 6313-010-002, 6313-010-003, & 6313-010-030; 6313-015-030, 6313-015-031, 6313-015-032, 6313-015-033, 6313-011-036, 6313-011-028; AND 6313-013-030) (EL POLLO LOCO, MAYWOOD VILLAGE CENTER, KIM, J&MGC)

RECOMMENDATION:
It is recommended that the City Council take the following actions:

1. Consider the following Resolutions, which are Resolutions of Necessity of the City of Maywood, declaring certain real property interests necessary for public purposes and authorizing the acquisition thereof for public use in connection with the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements Project:
    a. RESOLUTION NO. 6377 (EL POLLO LOCO)A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (CERTAIN REAL PROPERTY INTERESTS ON APNS 6313-010-001 6313-010-002, 6313-010-003, & 6313-010-030)
    b. RESOLUTION NO. 6378 (MAYWOOD VILLAGE CENTER)A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (CERTAIN REAL PROPERTY INTERESTS ON APNS 6313-015-030, 6313-015-031, 6313-015-032 & 6313-015-033)
    c. RESOLUTION NO. 6379 (KIM)A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (CERTAIN REAL PROPERTY INTERESTS ON APNS 6313-011-036 & 6313-011-028)

d. RESOLUTION NO. 6380 (J&MGC) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (CERTAIN REAL PROPERTY INTERESTS ON APN 6313-013-030)

2. Open and conduct a hearing on the adoption of the proposed Resolutions of Necessity, receive from City Staff the evidence stated and referred to in this Agenda Report ("Report"), take testimony from any person wishing to be heard on issues A, B, C, and D below, and consider all evidence to determine whether to adopt each proposed Resolution of Necessity, each of which requires the City Council's separate consideration and determination.
3. If the City Council finds, based on the evidence contained and referred to in this Report, the testimony and comments submitted to the City Council, that the evidence warrants the necessary findings with respect to the proposed Resolutions of Necessity, then City Staff recommends that the City Council, in the exercise of its discretion, adopt proposed Resolution No. 6377, Resolution No. 6378, Resolution No. 6379, Resolution No. 6380 ("Resolutions of Necessity"), each of which requires a 4/5ths vote of the entire City Council, authorizing the acquisition by eminent domain of the real property interests summarized below and described more particularly in the Exhibits to each Resolution of Necessity:

A. El Pollo Loco Inc., a Delaware corporation — 4501 Slauson Avenue (APNs 313-010-001 6313-010-002, 6313-010-003, & 6313-010-030 — Pollo Loco Parcel)

a. An approximate 100 square foot permanent easement described more particularly on EXHIBIT A-1 and depicted on EXHIBIT B-1 to Resolution No. 6377 for public street, sidewalk, public utility, drainage, related improvements, and all uses necessary or convenient thereto; and
b. An approximate 636 square foot temporary construction easement with a term of 12 months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 to Resolution No. 6377 to facilitate the construction of the Project.

The above-described real property interests are referred to as the "Pollo Loco Property Interests.

B. Maywood Village Center LLC, a Delaware limited liability company — 4457 and 4487 Slauson Avenue (APNs 6313-015-030, 6313-015-031, 6313-015-032, & 6313-015-033 — Maywood Village Parcel)

a. An approximate 806 square foot permanent easement described more particularly on EXHIBIT A-1 and depicted on EXHIBIT B-1 to Resolution No. 6378 for public street, sidewalk, public utility, drainage, related improvements, and all uses necessary or convenient thereto; and
b. An approximate 1,906 square foot temporary construction easement with a term of 12 months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 to Resolution No. 6378 to facilitate the construction of the Project.

The above-described real property interests are referred to as the "Maywood Village Property Interests.

C. Tony Y. Kim and Joung-Sun Kim, husband and wife, a 1/2 interest to be held as community property and Yong-Tai Kim and Soon-Ai Kim, husband and wife, a 1/2 interest to be held as community property — 5900 and 5906 Atlantic Boulevard (APNs 6313-011-036 & 6313-011-028 — Kim Parcel)

a. An approximate 93 square foot permanent easement described more particularly on EXHIBIT A-1 and depicted on EXHIBIT B-1 to Resolution No. 6379 for public street, sidewalk, public utility, drainage, related improvements, and all uses necessary or convenient thereto; and
b. An approximate 2,092 square foot temporary construction easement with a term of 12 months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 to Resolution No. 6379 to facilitate the construction of the Project.

The above-described real property interests are referred to as the “Kim Property Interests.”

D. J&MGC, LLC, a California limited liability company — 5901 Atlantic Boulevard (APN 6313-013-030) — J&MGC Parcel)

a. An approximate 99 square foot permanent easement described more particularly on EXHIBIT A-1 and depicted on EXHIBIT B-1 to Resolution No. 6380 for public street, sidewalk, public utility, drainage, related improvements, and all uses necessary or convenient thereto; and
b. An approximate 177 square foot temporary construction easement with a term of 12 months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 to Resolution No. 6380 to facilitate the construction of the Project.

The above-described real property interests are referred to as the “J&MGC Property Interests.

”The Pollo Loco Property Interests, Maywood Village Property Interests, Kim Property Interests and the J&MGC Property Interests are referred to collectively below as the “Subject Property Interests”.

4. If the City Council adopts the proposed Resolutions of Necessity, authorize the City Attorney’s Office to file and prosecute eminent domain proceedings for the acquisition of the Subject Property Interests by eminent domain.

5. Authorize the City Manager to execute all necessary documents.

6. Authorize the City Clerk to certify the adoption of the Resolutions of Necessity.

BACKGROUND:

The City Council has before it four proposed Resolutions of Necessity for the acquisition by eminent domain of the Subject Property Interests described above and in the attached Resolutions of Necessity in connection with the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements Project (“Project”). The City seeks to acquire the Subject Property Interests for public use, namely for public street, roadway, utilities, drainage and all uses necessary or convenient thereto in connection with the Project.

The City seeks to construct the Project to alleviate congestion, increase capacity, and improve traffic flow operation within the Slauson Avenue Corridor in the City of Maywood. The level of service at the intersection of Slauson Avenue and Atlantic Boulevard (“Slauson/Atlantic intersection”) is deficient due to heavy demand of eastbound left-turning vehicles traveling to the I-710 onramp on Atlantic. This results in negative impacts to Slauson Avenue. The City seeks to improve circulation at Slauson/Atlantic intersection by adding a second left turn lane on eastbound Slauson Avenue, a second left turn lane on northbound Atlantic Boulevard, and other improvements that upgrade traffic signals along Slauson Avenue to enhance pedestrian and traffic safety. Further, the County of Los Angeles Department of Public Works will also upgrade all signalized intersections along Slauson Avenue to synchronize the traffic signals and include protected left turn phases to improve operations.

As part the Project, the City will also close the mid-block median opening along Slauson Avenue to provide a longer eastbound dual left turn storage pocket and eliminate the conflicting left turn movements to and from the Food4Less commercial center. The City plans to reduce the width of the existing median islands along the east and west legs of Slauson Avenue and north leg of Atlantic Boulevard and remove the existing median along the south leg of Atlantic Boulevard of the intersection to accommodate the dual left turn lanes. The existing landscaping/trees, utilities and City entry monument signs within these median islands would be removed or relocated. In addition, the City plans to construct new curb returns at all four quadrants of the Slauson /Atlantic intersection. Further, the City plans to restripe lanes and the crosswalks to accommodate the new intersection geometries and lane configurations at the Slauson/Atlantic intersection.

Both Slauson Avenue and Atlantic Boulevard and the associated intersections will be accessible to motorists and pedestrians during the estimated 12-month construction period of the Project. During the morning and evening peak hours, however, there may be a need for temporary lane closures due to construction activities. The City Contractor

will prepare and implement a Traffic Control Plan (TCP) to reduce the impacts and provide continuous and safe operation of the roadways and intersections and worker safety during Project construction. The City's construction and operational-related activities would be focused on the Slauson/ Atlantic intersection.

The Project is consistent with the Circulation Element of the General Plan, which aims to accommodate the level of traffic generated by current and future development within the City and by present and future through traffic created by regional traffic growth. (Circulation Element, pg. 2). The Project furthers Goal 2 of the Circulation Element, which seeks to "provide a local street system that accommodates current and future traffic volumes" because the proposed roadway widening will better accommodate existing and projected traffic conditions. The existing conditions as of May 2022 indicate that the level of service (LOS) in the morning and evening are both at LOS "C". If the Project improvements are not constructed, it is expected that by 2035, the level of service will deteriorate to LOS D" in the a.m. hours and to LOS "F" in the evening. The implementation of the planned improvements for the Project is expected to improve the level of service to LOS "B" in the morning and LOS "C" in the evening.

The Project aids the implementation of Policy 2.1 and Policy 2.2 of the Circulation Element because the widening improvements at the Slauson/Atlantic intersection will reduce considerable traffic delays on the City's Major Highwaysduring the morning and evening peak hours. The Project furthers Policy 2.7 of the Circulation Element by accommodating Caltrans Truck Turning Standards via roadway widening including reconstruction of the curb returns at all four corners of the intersection.

To secure grant funding, City Staff presented a funding request to the Los Angeles County Transportation Authority (Metro) Interstate-710 Technical Advisory Committee (TAC) for the design and environmental phase of the Project in 2020. On September 1, 2020, the funding agreement between the City and Metro was executed and on July 19, 2021, the funding agreement was amended to extend the date of Project funds to June 30, 2024. City Council approved a professional services agreement with Stantec Consulting Services, Inc. to provide design, Project Approval and Environmental Documents (PA/ED), and right of way acquisition services for the Project on April 13, 2023. The PA/ED and design phase commenced in May 2022 and is substantially complete, and the Right of Way acquisition process has been initiated. The funding agreement was further amended to extend the date of Project funds to June 30, 2027.

On March 27, 2024, the City Council adopted Resolution No. 6342, A Resolution of the City Council of the City of Maywood, California, Adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program Pursuant to the Environmental Quality Act for the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements Project. Prior to the adoption of Resolution No. 6342, the City met all requirements of California Environmental Quality Act (CEQA) including preparation of an Initial Study and preparation of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program based on the findings of the Initial Study. The evidence considered by the City Council is discussed in the Environmental Analysis section below.

Atlantic Boulevard and Slauson Avenue are the two Major Highways in the City of Maywood that provide access to all parts of the City and link Maywood to the freeway system. (City of Maywood Circulation Element, pg. 10).

DISCUSSION:

Authorization for Acquisition by Eminent Domain of the Subject Property Interests and Findings Required for Adoption of Resolutions of Necessity

The City seeks to acquire the Subject Property Interests described above for public use, namely for the construction of public street, sidewalk, public utilities, drainage, related improvements, and all uses necessary or convenient thereto in connection with the Project pursuant to the authority conferred upon the City to acquire property by eminent domain by Section 19 of Article 1 of the California Constitution, California Government Code Sections 37350, 37350.5, 37351, and 40404 and California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.510, 1240.610, 1240.650, and by other provisions of law.

To adopt each of the proposed Resolutions of Necessity for the acquisition by eminent domain of the Subject Property Interests, the City Council must find and determine with respect to each Resolution of Necessity that:

1. **The public interest and necessity require the Project;**
2. **The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;**
3. **The Subject Property Interests described in each Resolution of Necessity are necessary for the**

Project; and

4. **The City has made an offer as required by Government Code Section 7267.2 to the owner or owners of record of the Subject Property Interests the City seeks to acquire.**

The amount of just compensation is not an issue before the City Council at this hearing. The hearing relates to issues A, B, C, and D above. The amount of just compensation would be determined in the eminent domain proceedings that would be filed if the City Council, in its sole discretion, adopts the proposed Resolutions of Necessity.

Environmental Analysis

The environmental effects of the Project and the acquisition of the real property interests needed for the Project were studied and analyzed as an integral part of the Mitigated Negative Declaration ("MND") prepared for the Project pursuant to the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq., and the CEQA Guidelines, 14 Cal. Code Regs. Section 15000 et seq. ("CEQA Guidelines"). The City, as lead agency for the Project, prepared an initial study in accordance with the requirements of CEQA. Based on the findings of the IS, a MND, and a Mitigation Monitoring and Reporting Program ("MMRP"). The MND and MMRP concluded that the Project, with proposed mitigation measures, would not have a significant effect on the environment.

The IS, MND, and MMRP (collectively "Environmental Documents") were released for a 30-day public comment period from February 21, 2024 until March 21, 2024 in accordance with the requirements of CEQA. The Environmental Documents were also posted with the State Clearinghouse, Los Angeles County Clerk's Office, and on the City's website. The City received one comment letter on the Environmental Documents regarding the proposed Project from the California Department of Transportation (Caltrans). The City prepared and provided a response to the comment letter. No additional CEQA correspondence was received during the public review period. The response to the comment is incorporated into the Final MND.

At its meeting on March 27, 2024, the City adopted Resolution No. 6342, A Resolution of the City Council of the City of Maywood California, Adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program Pursuant to the Environmental Quality Act for the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvement Project. In adopting Resolution No. 6342, the City Council found that all of the facts set forth in the Recitals to Resolution No. 6342 are true and correct, and incorporated said Recitals into the Resolution.

In adopting Resolution No. 6342, the City Council also found, in its independent judgment after considering all the evidence in the record of proceedings for the Project, including without limitation the MND and testimony, if any, presented at the public meeting, that: (i) the MND was prepared in compliance with CEQA; (ii) the Project will not result in a significant effect on the environment because the mitigation measures described in the MMRP are incorporated as part of the Project; and (iii) there is no substantial evidence supporting a fair argument that the Project would result in any significant environmental impacts that cannot be mitigated to a less than significant level through implementation of those mitigation measures identified in the MND and included in the MMRP. Accordingly, the City Council found that the Project will not cause a significant unmitigated environmental effect. Further, in adopting Resolution No. 6342, the City Council also found that the MMRP was prepared pursuant to the requirements of CEQA and that such program is designed to ensure compliance with the mitigation measures during Project implementation.

On August 19, 2024, City Staff reviewed Resolution No. 6342 and the Environmental Documents in connection with the City's review of the proposed acquisition of the Subject Property Interests and determined that the Project and acquisition of the Subject Property Interest are consistent with the MND and MMRP. Pursuant to the criteria of Section 15162 of the CEQA Guidelines and Section 21166 of the Public Resources Code, City Staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under with the Project is undertaken and the City has not obtained any new information of substantial importance that would require further environmental analysis. These environmental findings are the appropriate findings with respect to the proposed acquisition of the Subject Property Interests for the Project.

City's Actions Pursuant to Government Code Section 7260 et seq.

Pursuant to Government Code Section 7260, et seq., the City of Maywood obtained fair market value appraisals of the Subject Property Interests and the larger parcels of which they are a part. The City set just compensation for the

Subject Property Interests in accordance with the fair market values. The City extended written offers pursuant to Government Code Section 7267.2. The City retained Epic Land Solutions, Inc. (Epic) as its acquisition consultant to assist the City with the City's good faith negotiations for the acquisition of the Subject Property Interests.

Pollo Loco Property Interests

The City extended a written offer dated May 6, 2024 pursuant to Government Code Section 7267.2 to the owner of record, El Pollo Loco Inc., a Delaware corporation. The offer letter contained an appraisal summary statement that described the zoning, highest and best use of the larger parcel, explained the appraiser's valuation methodology, and included the comparable sales data relied on by the appraiser. The offer letter offered to pay the reasonable costs, up to $5,000, of an independent appraisal pursuant to Code of Civil Procedure Section 1263.025. Further, the offer letter included an eminent domain pamphlet explaining the eminent domain process and the rights of the record owner, as well as a Possession and Use Agreement which would grant the City the ability to move forward with construction while allowing the owner more time to consider the offers, obtain appraisals, and negotiate the purchase price with the City for the Subject Property Interests.

Epic reached out to the owner to discuss the written offer. Counsel for El Pollo Loco discussed the acquisition with the City Attorney's Office. The permanent easement area was re-surveyed to ensure that the monument sign was outside of the public right of way and not impacted by the Project. As of August 15, 2024, El Pollo Loco and its counsel are analyzing the terms of the Possession and Use Agreement. A negotiated agreement has not been reached. Based on the timing of the Project, it is necessary that the City consider the adoption of the Resolution of Necessity at this time. The adoption of a Resolution does not preclude the parties from continuing their good faith negotiations for the City's acquisition of the Pollo Loco Property Interests.

Maywood Village Property Interests

The City extended a written offer dated May 6, 2024 pursuant to Government Code Section 7267.2 to the owner of record, Maywood Village Center LLC, a Delaware limited liability company. The offer letter contained an appraisal summary statement that described the zoning, highest and best use of the larger parcel, explained the appraiser's valuation methodology, and included the comparable sales data relied on by the appraiser. The offer letter offered to pay the reasonable costs, up to $5,000, of an independent appraisal pursuant to Code of Civil Procedure Section 1263.025. Further, the offer letter included an eminent domain pamphlet explaining the eminent domain process and the rights of the record owner, as well as a Possession and Use Agreement which would grant the City the ability to move forward with construction while allowing the owner more time to consider the offers, obtain appraisals, and negotiate the purchase price with the City for the Subject Property Interests.

Epic and the owner's representative discussed the offer in depth and the concerns of Maywood Village Center regarding the acquisition of the Maywood Village Property Interests and impact of the construction of the Project on the Maywood Village parcel. The parties engaged in good faith negotiations and have reached a verbal agreement on the purchase price. Maywood Village Center is reviewing the Purchase and Sale Agreement and related documents provided by the City. Based on the timing of the Project, it is necessary that the City consider the adoption of the Resolution of Necessity at this time. The adoption of a Resolution does not preclude the parties from continuing their good faith negotiations regarding the terms of the purchase of the Maywood Village Property Interests.

Kim Property Interests

The City extended a written offer dated May 6, 2024 pursuant to Government Code Section 7267.2 to the owners of record, Tony Y. Kim and Joung-Sun Kim, husband and wife, a 1/2 interest to be held as community property and Yong-Tai Kim and Soon-Ai Kim, husband and wife, a 1/2 interest to be held as community property. The offer letter contained an appraisal summary statement that described the zoning, highest and best use of the larger parcel, explained the appraiser's valuation methodology, and included the comparable sales data relied on by the appraiser. The offer letter offered to pay the reasonable costs, up to $5,000, of an independent appraisal pursuant to Code of Civil Procedure Section 1263.025. Further, the offer letter included an eminent domain pamphlet explaining the eminent domain process and the rights of the record owners, as well as a Possession and Use Agreement which would grant the City the ability to move forward with construction while allowing the owners more time to

consider the offers, obtain appraisals, and negotiate the purchase price with the City for the Kim Property Interests.

Epic contacted the owners and was informed by the owners that they will be obtaining their own independent appraisal. The owners also informed Epic that they will be making vesting changes to their deed because one of the vested owners passed away recently. The owners informed Epic that they are currently working on removing the deceased relative from the deed. On June 18, 2024, the owners informed Epic that they expect their independent appraisal to be complete in two-three weeks. The owners or their representative later informed Epic that the owners were considering selling their parcel. They did not, however, provide to Epic details regarding the potential purchaser. As of August 15, 2024, the owners have not confirmed that their appraisal is completed. Based on the timing of the Project, it is necessary that the City consider the adoption of the Resolution of Necessity at this time. The adoption of a Resolution of Necessity does not preclude the parties from continuing their good faith negotiations regarding the City's acquisition of the Kim Property Interests.

J&MGC Property Interests

The City extended a written offer dated May 6, 2024 pursuant to Government Code Section 7267.2 to the owner of record, J&MGC, LLC, a California limited liability company. The offer letter contained an appraisal summary statement that described the zoning, highest and best use of the larger parcel, explained the appraiser's valuation methodology, and included the comparable sales data relied on by the appraiser. The offer letter offered to pay the reasonable costs, up to $5,000, of an independent appraisal pursuant to Code of Civil Procedure Section 1263.025. Further, the offer letter included an eminent domain pamphlet explaining the eminent domain process and the rights of the record owners, as well as a Possession and Use Agreement which would grant the City the ability to move forward with construction while allowing the owners more time to consider the offers, obtain appraisals, and negotiate the purchase price with the City for the J&MGC Property Interests.

Epic contacted the owner to discuss the offer and the Project. J&MGC requested that the City purchase the approximate 99 square foot area proposed for the permanent right of way easement in fee instead of as an easement. The City and J&MGC negotiated in good faith the purchase price and terms of the acquisition of the property interests needed from the J&MGC Parcel and reached an agreement on the City's purchase of the approximate 99 square foot fee area and approximate 1,906 square foot permanent easement. The City Attorney's office has worked with counsel for J&MGC on the terms of the Purchase and Sale Agreement and related documents. The City understands that counsel for J&MGC circulated the Purchase and Sale Agreement and related documents to J&MGC for signature. Based on the timing of the Project, it is necessary that the City consider the adoption of the Resolution of Necessity at this time. If the signed Purchase and Sale Agreement is received before the hearing, City Staff will recommend that the City Council take off calendar the hearing regarding the adoption of the Resolution of Necessity for the J&MGC Property Interests.

City's Actions Pursuant to Code of Civil Procedure Section 1245.235

Pollo Loco Property Interests

Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 7, 2024 to the owner of record, El Pollo Loco Inc., a Delaware corporation, the record owner of the Pollo Loco Property Interests the City seeks to acquire. The letter and notice informed the owner of the City's intent to consider at its August 28, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Pollo Loco Property Interests in connection with the Project. The noticed advised the record owner of the owner's right to appear and be heard regarding the City's proposed adoption of the Resolution of Necessity by filing, within fifteen (15) days of the date the notice was mailed, a written request with the City to appear at the hearing. The notice specifically informed the record owner of the Pollo Loco Property Interests that the owner has an opportunity to appear before the City Council and raise questions about whether the public interest and necessity require the Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and whether the Pollo Loco Property Interests the City seeks to acquire from the owner of record are necessary for the Project.

Maywood Village Property Interests

Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 7, 2024 to the owner of record, Maywood Village Center LLC, a Delaware limited liability company, the record owner of the Maywood Village Property Interests the City seeks to acquire. The letter and notice informed the owner of the City's intent to consider at its August 28, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Kim Property Interests in connection with the Project. The noticed advised the record owner of the owner's right to appear and be heard regarding the City's proposed adoption of the Resolution of Necessity by filing, within fifteen (15) days of the date the notice was mailed, a written request with the City to appear at the hearing. The notice specifically informed the record owner of the Maywood Village Property Interests that the owner has an opportunity to appear before the City Council and raise questions about whether the public interest and necessity require the Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and whether the Maywood Village Property Interests the City seeks to acquire from the owner of record are necessary for the Project.

Kim Property Interests

Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 7, 2024 to the owners of record, Tony Y. Kim and Joung-Sun Kim, husband and wife, a 1/2 interest to be held as community property and Yong-Tai Kim and Soon-Ai Kim, husband and wife, a 1/2 interest to be held as community property, the record owners of the Kim Property Interests the City seeks to acquire. The letter and notice informed the owners of the City's intent to consider at its August 28, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Kim Property Interests in connection with the Project. The noticed advised the record owners of their right to appear and be heard regarding the City's proposed adoption of the Resolution of Necessity by filing, within fifteen (15) days of the date the notice was mailed, a written request with the City to appear at the hearing. The notice specifically informed the record owners of the Kim Property Interests that the owners have an opportunity to appear before the City Council and raise questions about whether the public interest and necessity require the Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and whether the Kim Property Interests the City seeks to acquire from the owners of record are necessary for the Project.

J&MGC Property Interests

Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 7, 2024 to the owner of record, J&MGC, LLC, a California limited liability company, the record owner of the J&MGC Property Interests the City seeks to acquire. The letter and notice informed the owner of the City's intent to consider at its August 28, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the J&MGC Property Interests in connection with the Project. The noticed advised the record owner of the owner's right to appear and be heard regarding the City's proposed adoption of the Resolution of Necessity by filing, within fifteen (15) days of the date the notice was mailed, a written request with the City to appear at the hearing. The notice specifically informed the record owner of the J&MGC Property Interests that the owner has an opportunity to appear before the City Council and raise questions about whether the public interest and necessity require the Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and whether the J&MGC Interests the City seeks to acquire from the owner of record are necessary for the Project.

REQUIRED FINDINGS FOR ADOPTION OF RESOLUTION OF NECESSITY

The Public Interest and Necessity Require the Project

The Project, as planned and designed, is in the public interest and necessity. The Project will alleviate congestion, increase capacity, improve traffic circulation and safety within the Slauson Avenue Corridor in the City of Maywood.

The proposed street improvements, sidewalk, public utility, drainage and related improvements in connection with the Project are required to relieve congestion at the Slauson/Atlantic intersection. The City of Maywood's circulation system bears a significant burden due to the City's dense development and its location to the nearby freeway system.

Alleviating congestion at the Slauson/Atlantic intersection is in the public interest and necessity and will benefit the City and the public because Slauson Avenue and Atlantic Boulevard operate as the City's only major highways, which provide access to all parts of the City and link Maywood to the nearby freeway system, including Interstate 710 (I-710) and Interstate 5 (I-5). The Slauson/Atlantic intersection is a primary intersection for local and through traffic. It currently experiences poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors. In addition, due to limited freeway access for Maywood and adjacent cities, the interchange of I-710 at Atlantic Boulevard is severely congested during the morning and evening peak hours.

The level of service at the Slauson/Atlantic intersection is deficient due to heavy demand of eastbound left-turning vehicles traveling to the I-710 onramp on Atlantic. This results in negative impacts to Slauson Avenue. As planned and designed, the City seeks to improve circulation at the Slauson/Atlantic intersection by adding a second left turn lane on eastbound Slauson Avenue, a second left turn lane on northbound Atlantic Boulevard, and other improvements that upgrade traffic signals along Slauson Avenue to enhance pedestrian and traffic safety. The improved circulation is also in the public interest and necessity because it will allow emergency vehicles to have better access. Further, the County of Los Angeles Department of Public Works will also upgrade all signalized intersections along Slauson Avenue to synchronize the traffic signals and include protected left turn phases to improve operations.

As part the Project, the City will also close the mid-block median opening along Slauson Avenue to provide a longer eastbound dual left turn storage pocket and eliminate the conflicting left turn movements to and from the Food4Less commercial center. As planned and designed, the Project will reduce the width of the existing median islands along the east and west legs of Slauson Avenue and the north leg of Atlantic Boulevard and remove the existing median along the south leg of the Atlantic Boulevard intersection to accommodate the dual left turn lanes. The existing landscaping/trees, utilities and City entry monument signs within these median islands would be removed or relocated. In addition, the City plans to construct new curb returns at all four quadrants of the Slauson/Atlantic intersection. Further, the City plans to restripe lanes and the crosswalks to accommodate the new intersection geometries and lane configurations at the Slauson/Atlantic intersection.

The Project, as planned and designed, is consistent with the Circulation Element of the General Plan, which aims to accommodate the level of traffic generated by current and future development within the City and by present and future through traffic created by regional traffic growth. (Circulation Element, pg. 2). Goal 2 of the Circulation Element is to provide a local street system that accommodates current and future traffic volumes. Policy 2.1 of Goal 2 aims to update current roadway standards to reflect existing conditions and conform to County standards. Policy 2.2 of Goal 2 aims to implement all circulation improvements pursuant to the Master Circulation Plan (depicted in Figure C-2 of the Circulation Element). The Project will further the goals of the Circulation Element by improving the poor operating conditions at the Slauson/Atlantic intersection and alleviating the significant burden that Maywood's circulation system currently bears. The widening of the Slauson/Atlantic intersection and upgrading of traffic signals along Slauson Avenue to enhance traffic safety will enable the City to better support current and future traffic volumes.

The Project, as planned and designed, will require the relocation of certain utilities to accommodate the road widening and traffic signal improvements of the Project. Some existing Southern California Edison-owned conduits and handholes may require relocation, adjustment, and/or removal. The Project may impact domestic water pipes in the Project area owned by Tri-City Mutual Water and Maywood Mutual Water Company's Number 1 and Number 2 It may require the removal of three existing water services, meters, and backflow preventers serving the existing median landscaping; removal of existing and installation of one new water service and meter; removal and reconstruction of twelve existing water valve boxes and covers; removal of one existing water valve box and cover; and removal of existing and installation of two new fire hydrants. The sewer pipes in the Project area are owned by the City of Maywood and the Los Angeles County Sanitation District. Six existing sewer manhole frames and covers may require adjustment to grade. The telecommunications utilities in the Project are owned by AT&T Distribution, Charter (Spectrum), Crown Castle, and MCI (Verizon). Some of these conduits may need to be relocated to accommodate the road widening and traffic signal improvements. The gas utilities in the Project area are owned by Southern California Gas Company (Distribution). Eight existing gas valve boxes and covers may require adjustment

to grade and some of the gas lines may need to be relocated to accommodate the road widening and traffic signal improvements. Additional utility adjustments, relocations, and/or removals may be required at each curb return where traffic signal improvements are proposed.

To the extent that the Project will impact the interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

The Project is Planned and Located in the Manner that will be Most Compatible with the Greatest Public Good and the Least Private Injury

The Project is planned and located in the manner that is most compatible with the greatest public good and the least private injury. The Project is planned and designed to construct necessary public street, sidewalk, public utility, drainage, and related improvements to alleviate congestion, improve safety and traffic circulation consistent with the Circulation Element of the General Plan. The Project is intended to improve the operation of the Slauson/Atlantic intersection, relieve congestion during both a.m. and p.m. peak hours, and alleviate existing queuing conditions to accommodate projected traffic in the area. The location of the Project's road widening is at the intersection of the City's only major highways. As mentioned above, Atlantic Boulevard and Slauson Avenue provide access to all parts of the City and link Maywood to the nearby freeway system, including the I-710 and the I-5. The location of the Project, as planned and designed, is most compatible with the greatest public good because the proposed road widening is located at the intersection of the primary facilities in the City for local and through traffic. The City's major highways currently experience poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors.

The Project, as planned and located, is also planned and designed to minimize the impact on private parcels. The Subject Property Interests consist of minor acquisitions of permanent easements and temporary construction easements that are necessary to accommodate dual left turn lanes at the intersection in the eastbound Slauson Avenue and northbound Atlantic Boulevard direction, reconstruct the curb returns at all four corners of the intersection, and re-stripe the roadway and intersection to accommodate the new intersection geometries and lane configurations. Further, the Subject Property Interests are required to construct new ADA-compliant curb ramps and to relocate certain utilities. The Project will not require the relocation of any businesses or people.

The Project, as planned and designed, will require the relocation of certain utilities to accommodate the road widening and traffic signal improvements of the Project. Some existing Southern California Edison-owned conduits and handholes may require relocation, adjustment, and/or removal. The Project may impact domestic water pipes in the Project area owned by Tri-City Mutual Water and Maywood Mutual Water Company's Number 1 and Number 2 It may require the removal of three existing water services, meters, and backflow preventers serving the existing median landscaping; removal of existing and installation of one new water service and meter; removal and reconstruction of twelve existing water valve boxes and covers; removal of one existing water valve box and cover; and removal of existing and installation of two new fire hydrants. The sewer pipes in the Project area are owned by the City of Maywood and the Los Angeles County Sanitation District. Six existing sewer manhole frames and covers may require adjustment to grade. The telecommunications utilities in the Project are owned by AT&T Distribution, Charter (Spectrum), Crown Castle, and MCI (Verizon). Some of these conduits may need to be relocated to accommodate the road widening and traffic signal improvements. The gas utilities in the Project area are owned by Southern California Gas Company (Distribution). Eight existing gas valve boxes and covers may require adjustment to grade and some of the gas lines may need to be relocated to accommodate the road widening and traffic signal improvements. Additional utility adjustments, relocations, and/or removals may be required at each curb return where traffic signal improvements are proposed.

To the extent that the Project will impact the interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project

is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

The Subject Property Interests Described in each Resolution of Necessity are Necessary for the Project

The City cannot construct the Project, as planned and designed, without the acquisition of the Subject Property Interests. As discussed above, the Subject Property Interests consist of minor acquisitions of permanent easements and temporary construction easements that are necessary for the construction of the public street, sidewalk, public utility, drainage, and related improvements in connection with the Project. The permanent easements from the Pollo Loco Parcel, Maywood Village Parcel, Kim Parcel, and J&MGC Parcel are required to construct the improvements proposed at the intersection of Slauson Avenue and Atlantic Boulevard. The temporary construction easements on each of these parcels are needed for a term of twelve months to facilitate the construction of the Project. The Project cannot be constructed without the acquisition of the Subject Property Interests.

The Project, as planned and designed, will require the relocation of certain utilities to accommodate the road widening and traffic signal improvements of the Project. Some existing Southern California Edison-owned conduits and handholes may require relocation, adjustment, and/or removal. The Project may impact domestic water pipes in the Project area owned by Tri-City Mutual Water and Maywood Mutual Water Company's Number 1 and Number 2 It may require the removal of three existing water services, meters, and backflow preventers serving the existing median landscaping; removal of existing and installation of one new water service and meter; removal and reconstruction of twelve existing water valve boxes and covers; removal of one existing water valve box and cover; and removal of existing and installation of two new fire hydrants. The sewer pipes in the Project area are owned by the City of Maywood and the Los Angeles County Sanitation District. Six existing sewer manhole frames and covers may require adjustment to grade. The telecommunications utilities in the Project are owned by AT&T Distribution, Charter (Spectrum), Crown Castle, and MCI (Verizon). Some of these conduits may need to be relocated to accommodate the road widening and traffic signal improvements. The gas utilities in the Project area are owned by Southern California Gas Company (Distribution). Eight existing gas valve boxes and covers may require adjustment to grade and some of the gas lines may need to be relocated to accommodate the road widening and traffic signal improvements. Additional utility adjustments, relocations, and/or removals may be required at each curb return where traffic signal improvements are proposed.

To the extent that the Project will impact interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

The City has made Offers as Required by Government Code Section 7267.2 to the Owners of Record of the Respective Subject Property Interests

The City's actions under Government Code Section 7260 et seq. in connection with the acquisition of the Subject Property Interests are detailed above and briefly below.

Government Code Section 7267.2 Offer — Pollo Loco Property Interests

The City extended a written offer dated May 6, 2024 pursuant to Government Code Section 7267.2 to the owner of record, El Pollo Loco Inc., a Delaware corporation. The offer letter contained an appraisal summary statement that described the zoning, highest and best use of the larger parcel, explained the appraiser's valuation methodology, and included the comparable sales data relied on by the appraiser. The offer letter offered to pay the reasonable costs, up to $5,000, of an independent appraisal pursuant to Code of Civil Procedure Section 1263.025. Further, the offer letter included an eminent domain pamphlet explaining the eminent domain process and the rights of the record owner.

Government Code Section 7267.2 Offer — Maywood Village Property Interests

The City extended a written offer dated May 6, 2024 pursuant to Government Code Section 7267.2 to the owner of record, J&MGC, LLC, a California limited liability company. The offer letter contained an appraisal summary statement that described the zoning, highest and best use of the larger parcel, explained the appraiser's valuation methodology, and included the comparable sales data relied on by the appraiser. The offer letter offered to pay the reasonable costs, up to $5,000, of an independent appraisal pursuant to Code of Civil Procedure Section 1263.025. Further, the offer letter included an eminent domain pamphlet explaining the eminent domain process and the rights of the record owner.

Government Code Section 7267.2 Offer — Kim Property Interests

The City extended a written offer dated May 6, 2024 pursuant to Government Code Section 7267.2 to the owners of record, Tony Y. Kim and Joung-Sun Kim, husband and wife, a 1/2 interest to be held as community property and Yong-Tai Kim and Soon-Ai Kim, husband and wife, a 1/2 interest to be held as community property. The offer letter contained an appraisal summary statement that described the zoning, highest and best use of the larger parcel, explained the appraiser's valuation methodology, and included the comparable sales data relied on by the appraiser. The offer letter offered to pay the reasonable costs, up to $5,000, of an independent appraisal pursuant to Code of Civil Procedure Section 1263.025. Further, the offer letter included an eminent domain pamphlet explaining the eminent domain process and the rights of the record owner.

Government Code Section 7267.2 Offer — J&MGC Property Interests

The City extended a written offer dated May 6, 2024 pursuant to Government Code Section 7267.2 to the owner of record, J&MGC, LLC, a California limited liability company. The offer letter contained an appraisal summary statement that described the zoning, highest and best use of the larger parcel, explained the appraiser's valuation methodology, and included the comparable sales data relied on by the appraiser. The offer letter offered to pay the reasonable costs, up to $5,000, of an independent appraisal pursuant to Code of Civil Procedure Section 1263.025. Further, the offer letter included an eminent domain pamphlet explaining the eminent domain process and the rights of the record owner.

INCORPORATION OF DOCUMENTS

The following documents referenced above are on file with City Clerk's Office and/or the Public Works Department and are incorporated herein by this reference:

- Resolution No. 6377, Resolution of Necessity with EXHIBIT A-1, EXHIBIT B-1, EXHIBIT A-2, AND

EXHIBIT B-2 in connection with Pollo Loco Property Interests (attached hereto)

- Resolution No. 6378, Resolution of Necessity with EXHIBIT A-1, EXHIBIT B-1, EXHIBIT A-2, AND EXHIBIT B-2 in connection with Maywood Village Property Interests (attached hereto)
- Resolution No. 6379, Resolution of Necessity with EXHIBIT A-1, EXHIBIT B-1, EXHIBIT A-2, AND EXHIBIT A-2 in connection with Kim Property Interests (attached hereto)
- Resolution No. 6380, Resolution of Necessity with EXHIBIT A-1, EXHIBIT B-1, EXHIBIT A-2, AND EXHIBIT A-2 in connection with J&MGC Property Interests (attached hereto)
- Final Initial Study / Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Environmental Document)
- City of Maywood Circulation Element of the General Plan
- Offer Letters to the record owners of the Subject Property Interests
- Notices pursuant to Code of Civil Procedure Section 1245.235 to record owners of the Subject Property Interests

LEGAL REVIEW:

The City Attorney drafted this report.

FISCAL IMPACT:

Funding for this project has been incorporated in the Capital Improvement Plan for fiscal year 2024/2025. There is no use of general funds for this project and at this time, staff is not requesting any additional funding appropriations.

ATTACHMENT(S)

1. Resolution No. 6377 Maywood (Slauson Atlantic) - Resolution of Necessity Pollo Loco Parcel
2. Resolution No. 6378 Maywood (Slauson Atlantic) - Resolution of Necessity Maywood Village Center Parcel
3. Resolution No. 6379 Maywood (Slauson Atlantic) - Resolution of Necessity Kim Parcel
4. Resolution No. 6380 Maywood (Slauson Atlantic) - Resolution of Necessity JMGC Parcel

RESOLUTION NO. 6377

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (CERTAIN REAL PROPERTY INTERESTS ON APNS 6313-010-001 6313-010-002, 6313-010-003, & 6313-010-030)

WHEREAS, the City of Maywood, California ("City" or "Maywood") seeks to construct the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements Project ("Project") to alleviate congestion, increase capacity, improve traffic circulation and safety within the Slauson Avenue Corridor in the City of Maywood. The proposed roadway improvements, sidewalk, public utility, drainage, and related improvements in connection with the Project are required to relieve congestion at the Slauson Avenue and Atlantic Boulevard intersection (Slauson/Atlantic intersection). The City of Maywood's circulation system bears a significant burden due to the City's dense development and its location to the nearby freeway system; and

WHEREAS, the construction of the Project will benefit the City and the public because Slauson Avenue and Atlantic Boulevard operate as the City's only major highways that provide access to all parts of the City and link Maywood to the nearby freeway system, including the Interstate 710 (I-710) and the Interstate 5 (I-5). The Slauson/Atlantic intersection is a primary intersection for local and through traffic. It currently experiences poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors. In addition, due to limited freeway access for Maywood and adjacent cities, the interchange of I-710 at Atlantic Boulevard is severely congested during the morning and evening peak hours; and

WHEREAS, as part of the Project, the City will construct a second left turn lane on eastbound Slauson Avenue, a second left turn lane on northbound Atlantic Boulevard, and other improvements to upgrade traffic signals along Slauson Avenue to enhance pedestrian and traffic safety. Further, the County of Los Angeles Department of Public Works will also upgrade all signalized intersections along Slauson Avenue to synchronize the traffic signals and include protected left turn phases to improve signal operation; and

WHEREAS, the Project requires the acquisition of an approximate 100 square foot permanent easement and an approximate 636 square foot temporary construction easement with a term of twelve (12) months (collectively "Subject Property Interests") on the real property located at 4501 Slauson Avenue, in the City of Maywood, California, and identified as Los Angeles County Assessor's Parcel Numbers 6313-010-001 6313-010-002, 6313-010-003, & 6313-010-030 ("Property"), which are described more particularly in Section 3 below; and

WHEREAS, the City is authorized to acquire the real property interests described in Section 3 below for public use, namely for the construction of public street, roadway, sidewalk, public utilities, drainage, and all uses necessary or convenient thereto in connection with the Project pursuant to the authority conferred upon the City to acquire property by eminent domain by Section 19 of Article 1 of the California Constitution, California Government Code Sections 37350, 37350.5, 37351, and 40404 and California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.510, 1240.610, 1240.650, and by other provisions of law; and

WHEREAS, pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 7, 2024 to El Pollo Loco Inc., a Delaware corporation, the record owner of the Subject Property Interests the City seeks to acquire. The letter and notice informed the owner of the City's intent to consider at its August 28, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests in connection with the Project. The notice advised the record owner of the owner's right to appear and be heard regarding the City's proposed adoption of the Resolution of Necessity by filing, within fifteen (15) days of the date the notice was mailed, a written request with the City to appear at the hearing. The notice specifically informed the record owner of the Subject Property Interests that the owner has an opportunity to appear before the City Council and raise questions about whether the public interest and necessity require the Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and whether the Subject Property Interests the City seeks to acquire from the owner of record are necessary for the Project; and

WHEREAS, the City Council held a hearing on August 28, 2024 at 6:00 p.m. at the Council Chambers of the City of Maywood City Hall located at 4319 East Slauson Avenue, Maywood, California 90270. The City Council provided to each person whose property is to be acquired by eminent domain an opportunity to be heard on those matters specified in the City's letter and notice pursuant to Code of Civil Procedure Section 1245.235.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of the City Council under Code of Civil Procedure Sections 1240.030, 1240.040, 1245.220, 1245.230 and 1245.240, that the City does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The City Council hereby specifically finds that all of the facts set forth in the above recitals of this Resolution are true and correct, are incorporated into this Resolution by this reference and constitute a material part of this Resolution.

Section 2. Adoption of a Resolution of Necessity. The City Council of the City of Maywood adopts Resolution No. 6377, A Resolution of the City Council of the City of Maywood, California, California, Declaring Certain Real Property Interests Necessary for Public Purposes and Authorizing the Acquisition Thereof in Connection with the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements Project (Certain Real Property Interests on APNs 6313-010-001 6313-010-002, 6313-010-003, & 6313-010-

030) (“Resolution of Necessity”). The City hereby adopts the Resolution of Necessity authorizing the acquisition by eminent domain of the Subject Property Interests, which consist of the approximate 100 square foot permanent easement and the approximate 636 square foot temporary construction easement with a term of twelve (12) months described more particularly in Section 3. below in connection with the proposed construction of the Project pursuant to the authority conferred upon the City of Maywood to acquire property by eminent domain by Section 19 of Article 1 of the California Constitution, California Government Code Sections 37350, 37350.5, 37351, and 40404 and California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.510, 1240.610, 1240.650, and by other provisions of law.

Section 3. Subject Property Interests. The City hereby authorizes the acquisition by eminent domain of the following Subject Property Interests on the Property, which is located at 4501 Slauson Avenue, in the City of Maywood, California, and identified as Los Angeles County Assessor’s Parcel Numbers 6313-010-001 6313-010-002, 6313-010-003, & 6313-010-030, for public use namely for the construction of public street, sidewalk, public utility, drainage, related improvements, and all uses necessary or convenient thereto in connection with the Project:

- An approximate 100 square foot permanent easement described more particularly on EXHIBIT A-1 and depicted on EXHIBIT B-1 attached hereto and incorporated herein by this reference for public street, sidewalk, public utility, drainage, related improvements, and all uses necessary or convenient thereto; and

- An approximate 636 square foot temporary construction easement with a term of 12 months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 attached hereto and incorporated herein by this reference to facilitate the construction of the Project.

Section 4. Environmental Review.

A. The environmental effects of the Project and the acquisition of the Subject Property Interests needed for the Project were studied and analyzed as an integral part of the Mitigated Negative Declaration (“MND”) prepared for the Project pursuant to the California Environmental Quality Act (“CEQA”), Public Resources Code Section 21000 et seq., and the CEQA Guidelines, 14 Cal. Code Regs. Section 15000 et seq. (“CEQA Guidelines”). The City, as lead agency for the Project, prepared an Initial Study (“IS”) in accordance with the requirements of CEQA. Based on the findings of the IS, a MND, and a Mitigation Monitoring and Reporting Program (“MMRP”) were prepared. The MND and MMRP concluded that the Project, with proposed mitigation measures, would not have a significant effect on the environment.

B. The IS, MND, and MMRP (collectively, “Environmental Documents”) were released for a 30-day public comment period from February 21, 2024 until March 21, 2024 in accordance with the requirements of CEQA. The Environmental Documents

were also posted with the State Clearinghouse, Los Angeles County Clerk's Office, and on the City's website. The City received one comment letter on the Environmental Documents regarding the Project from the California Department of Transportation. The City prepared and provided a response to the comment letter. No additional CEQA correspondence was received during the public review period. The response to the comment is incorporated into the Final MND.

C. At its meeting on March 27, 2024, the City adopted Resolution No. 6342, A Resolution of the City Council of the City of Maywood California, Adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program Pursuant to the Environmental Quality Act for the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvement Project. In adopting Resolution No. 6342, the City Council found that all of the facts set forth in the Recitals to Resolution No. 6342 are true and correct, and incorporated said Recitals into the Resolution.

D. In adopting Resolution No. 6342, the City Council also found, in its independent judgment after considering all the evidence in the record of proceedings for the Project, including without limitation the MND and testimony, if any, presented at the public meeting, that: (i) the MND was prepared in compliance with CEQA; (ii) the Project will not result in a significant effect on the environment because the mitigation measures described in the MMRP are incorporated as part of the Project; and (iii) there is no substantial evidence supporting a fair argument that the Project would result in any significant environmental impacts that cannot be mitigated to a less than significant level through implementation of those mitigation measures identified in the MND and included in the MMRP. Accordingly, the City Council found that the Project will not cause a significant unmitigated environmental effect. Further, in adopting Resolution No. 6342, the City Council also found that the MMRP was prepared pursuant to the requirements of CEQA and that such program is designed to ensure compliance with the mitigation measures during Project implementation.

E. On August 19, 2024, City Staff reviewed Resolution No. 6342 and the Environmental Documents in connection with the City's review of the proposed acquisition of the Subject Property Interests and determined that the Project and acquisition of the Subject Property Interest are consistent with the MND and MMRP. Pursuant to the criteria of Section 15162 of the CEQA Guidelines and Section 21166 of the Public Resources Code, City Staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under with the Project is undertaken and the City has not obtained any new information of substantial importance that would require further environmental analysis. These environmental findings are the appropriate findings with respect to the proposed acquisition of the Subject Property Interests for the Project.

Section 5. The Public Interest and Necessity Require the Project. The Project, as planned and designed, is in the public interest and necessity. The Project will alleviate congestion, increase capacity, improve traffic circulation and safety within the Slauson Avenue Corridor in the City of Maywood. The proposed roadway improvements, utility relocation and related improvements in connection with the Project are required to relieve

congestion at the Slauson/Atlantic intersection.

A. Alleviating congestion at the Slauson/Atlantic intersection is in the public interest and necessity and will benefit the City and the public because Slauson Avenue and Atlantic Boulevard operate as the City's only major highways, which provide access to all parts of the City and link Maywood to the nearby freeway system, including Interstate 710 (I-710) and Interstate 5 (I-5). The Slauson/Atlantic intersection is a primary intersection for local and through traffic. It currently experiences poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors. In addition, due to limited freeway access for Maywood and adjacent cities, the interchange of I-710 at Atlantic Boulevard is severely congested during the morning and evening peak hours.

B. The level of service at the Slauson/Atlantic intersection is deficient due to heavy demand of eastbound left-turning vehicles traveling to the I-710 onramp on Atlantic. This results in negative impacts to Slauson Avenue. As planned and designed, the City seeks to improve circulation at the Slauson/Atlantic intersection by adding a second left turn lane on eastbound Slauson Avenue, a second left turn lane on northbound Atlantic Boulevard, and other improvements that upgrade traffic signals along Slauson Avenue to enhance pedestrian and traffic safety. The improved circulation is also in the public interest and necessity because it will allow emergency vehicles to have better access. Further, the County of Los Angeles Department of Public Works will also upgrade all signalized intersections along Slauson Avenue to synchronize the traffic signals and include protected left turn phases to improve operations.

C. As part the Project, the City will also close the mid-block median opening along Slauson Avenue to provide a longer eastbound dual left turn storage pocket and eliminate the conflicting left turn movements to and from the Food4Less commercial center. As planned and designed, the Project will reduce the width of the existing median islands along the east and west legs of Slauson Avenue and the north leg of Atlantic Boulevard and remove the existing median along the south leg of the Atlantic Boulevard intersection to accommodate the dual left turn lanes. The existing landscaping/trees, utilities and City entry monument signs within these median islands would be removed or relocated. In addition, the City plans to construct new curb returns at all four quadrants of the Slauson/Atlantic intersection. Further, the City plans to restripe lanes and the crosswalks to accommodate the new intersection geometries and lane configurations at the Slauson/Atlantic intersection.

D. The Project, as planned and designed, is consistent with the Circulation Element of the General Plan, which aims to accommodate the level of traffic generated by current and future development within the City and by present and future through traffic created by regional traffic growth. (Circulation Element, pg. 2). Goal 2 of the Circulation Element is to provide a local street system that accommodates current and future traffic volumes. Policy 2.1 of Goal 2 aims to update current roadway standards to reflect existing conditions and conform to County standards. Policy 2.2 of Goal 2 aims to implement all circulation improvements pursuant to the Master Circulation Plan

(depicted in Figure C-2 of the Circulation Element). The Project will further the goals of the Circulation Element by improving the poor operating conditions at the Slauson/Atlantic intersection and alleviating the significant burden that Maywood's circulation system currently bears. The widening of the Slauson/Atlantic intersection and upgrading of traffic signals along Slauson Avenue to enhance traffic safety will enable the City to better support current and future traffic volumes.

E. The Project, as planned and designed, will require the relocation of certain utilities to accommodate the road widening and traffic signal improvements of the Project. Some existing Southern California Edison-owned conduits and handholes may require relocation, adjustment, and/or removal. The Project may impact domestic water pipes in the Project area owned by Tri-City Mutual Water and Maywood Mutual Water Company's Number 1 and Number 2 It may require the removal of three existing water services, meters, and backflow preventers serving the existing median landscaping; removal of existing and installation of one new water service and meter; removal and reconstruction of twelve existing water valve boxes and covers; removal of one existing water valve box and cover; and removal of existing and installation of two new fire hydrants. The sewer pipes in the Project area are owned by the City of Maywood and the Los Angeles County Sanitation District. Six existing sewer manhole frames and covers may require adjustment to grade. The telecommunications utilities in the Project are owned by AT&T Distribution, Charter (Spectrum), Crown Castle, and MCI (Verizon). Some of these conduits may need to be relocated to accommodate the road widening and traffic signal improvements. The gas utilities in the Project area are owned by Southern California Gas Company (Distribution). Eight existing gas valve boxes and covers may require adjustment to grade and some of the gas lines may need to be relocated to accommodate the road widening and traffic signal improvements. Additional utility adjustments, relocations, and/or removals may be required at each curb return where traffic signal improvements are proposed.

F. To the extent that the Project will impact the interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Section 6. The Project is Planned and Located in the Manner that will be Most Compatible with the Greatest Public Good and the Least Private Injury.

A. The Project is planned and located in the manner that is most compatible with the greatest public good and the least private injury. The Project is planned and designed to construct necessary public street, sidewalk, public utility, drainage, and related improvements to alleviate congestion, improve safety and traffic circulation consistent with the Circulation Element of the General Plan. The Project is intended to improve the operation of the Slauson/Atlantic intersection, relieve congestion during both a.m. and p.m. peak hours, and alleviate existing queuing conditions to accommodate projected traffic in the area. The location of the Project's road widening is at the intersection of the City's only major highways. As mentioned above, Atlantic Boulevard and Slauson Avenue provide access to all parts of the City and link Maywood to the nearby freeway system, including the I-710 and the I-5. The location of the Project, as planned and designed, is most compatible with the greatest public good because the proposed road widening is located at the intersection of the primary facilities in the City for local and through traffic. The City's major highways currently experience poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors.

B. The Project, as planned and located, is also planned and designed to minimize the impact on private parcels. The Subject Property Interests consist of minor acquisitions of permanent easements and temporary construction easements that are necessary to accommodate dual left turn lanes at the intersection in the eastbound Slauson Avenue and northbound Atlantic Boulevard direction, reconstruct the curb returns at all four corners of the intersection, and re-stripe the roadway and intersection to accommodate the new intersection geometries and lane configurations. Further, the Subject Property Interests are required to construct new ADA-compliant curb ramps and to relocate certain utilities. The Project will not require the relocation of any businesses or people.

C. The Project, as planned and designed, will require the relocation of certain utilities to accommodate the road widening and traffic signal improvements of the Project. Some existing Southern California Edison-owned conduits and handholes may require relocation, adjustment, and/or removal. The Project may impact domestic water pipes in the Project area owned by Tri-City Mutual Water and Maywood Mutual Water Company's Number 1 and Number 2 It may require the removal of three existing water services, meters, and backflow preventers serving the existing median landscaping; removal of existing and installation of one new water service and meter; removal and reconstruction of twelve existing water valve boxes and covers; removal of one existing water valve box and cover; and removal of existing and installation of two new fire hydrants. The sewer pipes in the Project area are owned by the City of Maywood and the Los Angeles County Sanitation District. Six existing sewer manhole frames and covers may require adjustment to grade. The telecommunications utilities in the Project are owned by AT&T Distribution, Charter (Spectrum), Crown Castle, and MCI (Verizon). Some of these conduits may need to be relocated to accommodate the road widening and traffic signal improvements. The gas utilities in the Project area are owned by Southern California Gas Company (Distribution). Eight existing gas valve boxes and

covers may require adjustment to grade and some of the gas lines may need to be relocated to accommodate the road widening and traffic signal improvements. Additional utility adjustments, relocations, and/or removals may be required at each curb return where traffic signal improvements are proposed.

D. To the extent that the Project will impact the interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Section 7. The Subject Property Interests Described in the Resolution of Necessity are Necessary for the Project. The City cannot construct the Project, as planned and designed, without the acquisition of the Subject Property Interests.

Section 8. Offer Pursuant to Government Code Section 7267.2. The City extended a written offer dated May 6, 2024 pursuant to Government Code Section 7267.2 to the owner of record, El Pollo Loco Inc., a Delaware corporation. The offer letter contained an appraisal summary statement that described the zoning, highest and best use of the larger parcel, explained the appraiser's valuation methodology, and included the comparable sales data relied on by the appraiser. The offer letter offered to pay the reasonable costs, up to $5,000, of an independent appraisal pursuant to Code of Civil Procedure Section 1263.025. Further, the offer letter included an eminent domain pamphlet explaining the eminent domain process and the rights of the record owner.

Section 9. Notice Pursuant to Code of Civil Procedure Section 1245.235. Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 7, 2024 to the owner of record, El Pollo Loco Inc., a Delaware corporation, the record owner of the Subject Property Interests the City seeks to acquire. The letter and notice informed the owner of the City's intent to consider at its August 28, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests in connection with the Project. The notice advised the record owner of the owner's right to appear and be heard regarding the City's proposed adoption of the Resolution of Necessity by filing, within fifteen (15) days of the date the notice was mailed, a written request with the City to appear at the hearing. The notice specifically informed the record owner of the Subject Property Interests that the owner has an opportunity to appear before the City Council and raise

questions about whether the public interest and necessity require the Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and whether the Subject Property Interests the City seeks to acquire from the owner of record are necessary for the Project. The City also sent a courtesy copy of this letter and notice to counsel for the record owner.

Section 10. Findings. Based on the evidence presented at the hearing regarding the acquisition of the Subject Property Interests for the Project, including the Agenda Report, the documents referenced therein, and any oral or written testimony at the hearing, the City Council hereby finds and determines that:

A. The public interest and necessity require the Project;

B. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury;

C. The Subject Property Interests, consisting of the 100 square foot permanent easement described more particularly in EXHIBIT A-1 and depicted on EXHIBIT B-1 hereto and the approximate 636 square foot temporary construction easement with a term of twelve (12) months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 hereto, are necessary for the Project; and

D. The offer required by Government Code Section 7267.2 has been made to the owner of record of the Subject Property Interests the City seeks to acquire

Section 11. Existing Public Uses. To the extent that the Project will impact interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Section 12. Incorporation of Agenda Report and Documents Referenced Therein. The findings and declarations contained in this Resolution are based upon the record before the City Council, including the Agenda Report, and all documents referenced therein, all of which are incorporated herein by this reference and testimony and/or comments submitted to the City by the record owner or the owner's representative(s). These documents include, but are not limited to the City of Maywood General Plan,

Circulation Element, offer letter sent to the owner pursuant to Government Code Section 7267.2, notice pursuant to Code of Civil Procedure Section 1245.235, and Environmental Documents relating to the Project.

Section 13. Authorization to File Eminent Domain Proceeding. The City Attorney's Office is authorized to take all steps necessary to commence and prosecute legal proceedings in a court of competent jurisdiction to acquire the Subject Property Interests, consisting of the approximate 100 square foot permanent easement described more particularly in EXHIBIT A-1 and depicted on EXHIBIT B-1 hereto, and the approximate 636 square foot temporary construction easement with a term of twelve (12) months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 hereto.

Section 14. City Manager Authority. The City Manager is authorized to execute all necessary documents in connection with the eminent domain proceeding.

Section 15. Certification. The City Clerk shall certify the adoption of this Resolution.

Adopted by the City on August 28, 2024, by the following votes:

AYES:

NOES:

ABSENT:

PASSED, APPROVED AND ADOPTED THIS 28th DAY OF AUGUST, 2024.

_____
Eddie De La Riva, Mayor

ATTEST:

_____
Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

EXHIBIT A-1

LEGAL DESCRIPTION OF PERMANENT RIGHT-OF-WAY EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

RIGHT-OF-WAY EASEMENT
LOT 1715, TRACT NO. 4105, M.B. 39/91

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MAYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 1715 OF TRACT NO. 4105 AS SHOWN ON A MAP FILED IN BOOK 39, PAGE 91 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ATLANTIC BOULEVARD WITH THE CENTERLINE OF SLAUSON AVENUE AS SHOWN ON PARCEL MAP NO. 20203, FILED IN BOOK 242, PAGES 43 AND 44 OF PARCEL MAPS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID CENTERLINE OF ATLANTIC BOULEVARD
NORTH 07°25'58" EAST 71.62 FEET;

THENCE LEAVING SAID CENTERLINE, AT A RIGHT ANGLE, SOUTH 82°34'02" EAST 45.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD AS DESCRIBED IN A DOCUMENT RECORDED OCTOBER 7, 1926 IN BOOK 4707, PAGE 151 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 27.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 75°14'28" WEST;

THENCE ALONG SAID CURVE SOUTHEASTERLY 11.58 FEET THROUGH A CENTRAL ANGLE OF 24°34'18" TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 42.00 FEET, A RADIAL LINE OF SAID CURVES TO SAID POINT BEARS SOUTH 50°40'10" WEST;

THENCE ALONG SAID CURVE SOUTHEASTERLY 11.82 FEET THROUGH A CENTRAL ANGLE OF 16°07'27" TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE AS DESCRIBED IN A DOCUMENT RECORDED OCTOBER 15, 1925 IN BOOK 4500, PAGE 394 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE NON-TANGENT FROM SAID CURVE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 82°54'32" WEST 16.13 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD;

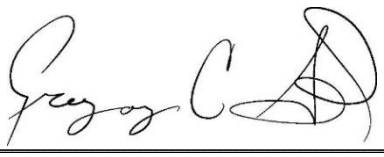
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 07°25'58" EAST 13.35 FEET TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT "A"
LEGAL DESCRIPTION

CONTAINING 100 SQUARE FEET, MORE OR LESS;

SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD, IF ANY.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

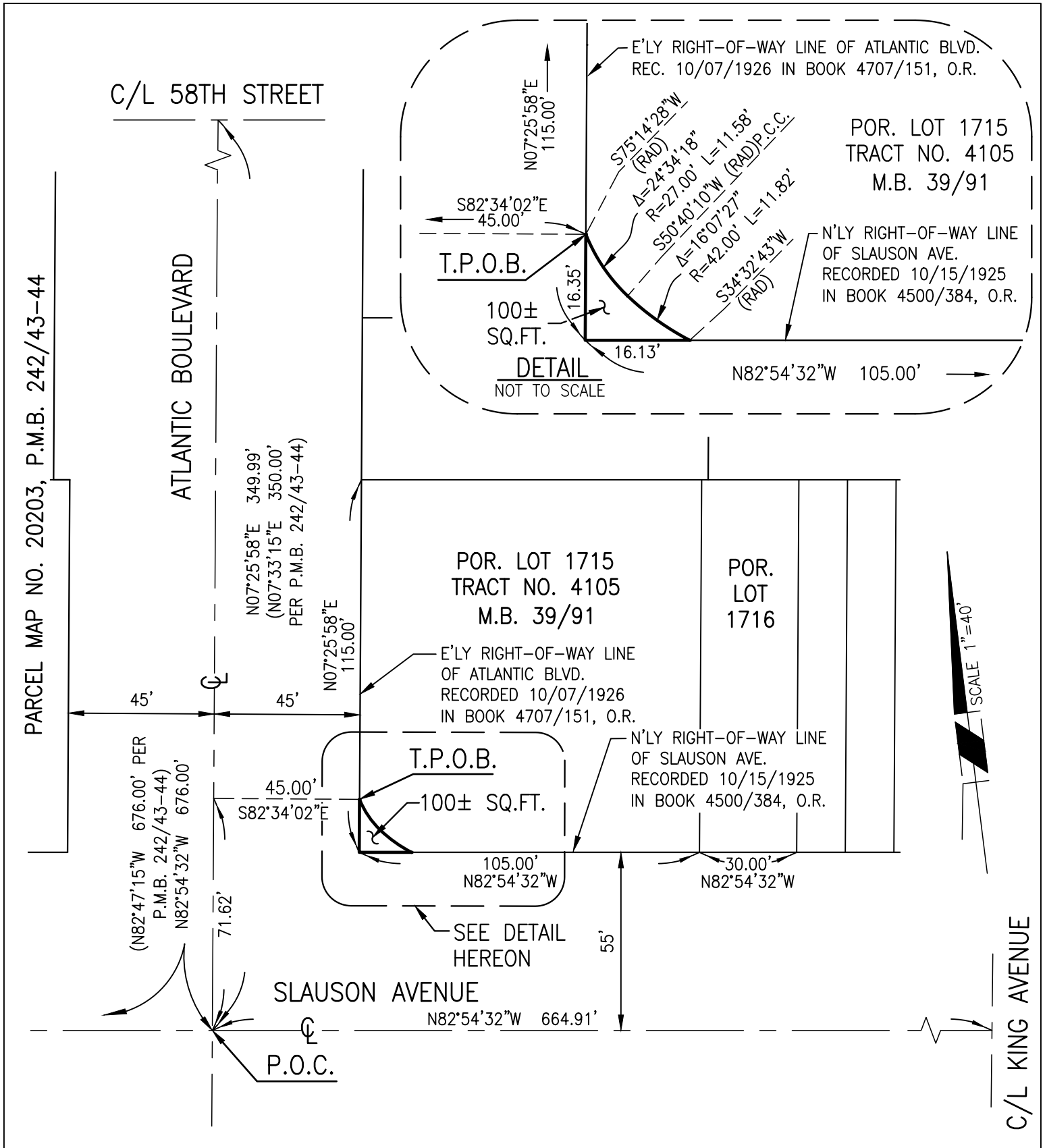


11/30/2023

GREGORY C. SEBOURN, P.L.S. 8395 DATE

STANTEC
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618-5312
PN 2042639600

EXHIBIT B-1
DEPICTION OF PERMANENT RIGHT-OF-WAY EASEMENT



Stantec
Stantec Consulting Services Inc.
38 Technology Drive, Suite 200
Irvine, CA 92618-5312
(949) 923-6000
www.stantec.com

PROFESSIONAL LAND SURVEYOR
GREGORY C. SEBOURN
LS 8395
STATE OF CALIFORNIA

PN 2042639600

Right-of-Way Easement
Lot 1715, Tract No. 4105,
M.B. 39/91

CONTAINING: 100 SQ. FT. ±

EXHIBIT "B"

PLAT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

Date: 11/30/2023 Sheet 1 of 1

EXHIBIT A-2

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
LOTS 1715 & 1716, TRACT NO. 4105, M.B. 39/91

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MAYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOT 1715 AND LOT 1716 OF TRACT NO. 4105 AS SHOWN ON A MAP FILED IN BOOK 39, PAGE 91 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ATLANTIC BOULEVARD WITH THE CENTERLINE OF SLAUSON AVENUE AS SHOWN ON PARCEL MAP NO. 20203, FILED IN BOOK 242, PAGES 43 AND 44 OF PARCEL MAPS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID CENTERLINE OF ATLANTIC BOULEVARD
NORTH 07°25'58" EAST 71.62 FEET;

THENCE LEAVING SAID CENTERLINE, AT A RIGHT ANGLE, SOUTH 82°34'02" EAST 45.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD AS DESCRIBED IN A DOCUMENT RECORDED OCTOBER 7, 1926 IN BOOK 4707, PAGE 151 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 27.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 75°14'28" WEST;

THENCE ALONG SAID CURVE SOUTHEASTERLY 11.58 FEET THROUGH A CENTRAL ANGLE OF 24°34'18" TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 42.00 FEET, A RADIAL LINE OF SAID CURVES TO SAID POINT BEARS SOUTH 50°40'10" WEST;

THENCE ALONG SAID CURVE SOUTHEASTERLY 11.82 FEET THROUGH A CENTRAL ANGLE OF 16°07'27" TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE AS DESCRIBED IN A DOCUMENT RECORDED OCTOBER 15, 1925 IN BOOK 4500, PAGE 394 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE NON-TANGENT FROM SAID CURVE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 82°54'32" EAST 106.00 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 07°25'58" EAST 5.00 FEET TO A LINE PARALLEL WITH AND 5.00 FEET NORTHERLY OF SAID NORTHERLY RIGHT-OF-WAY LINE;

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE ALONG SAID PARALLEL LINE NORTH 82°54'32" WEST 104.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 37.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 36°22'50" WEST, SAID CURVE BEING CONCENTRIC WITH AND 5.00 FEET NORTHEASTERLY FROM FIRST SAID CURVE HAVING A RADIUS OF 42.00 FEET;

THENCE ALONG SAID CONCENTRIC CURVE NORTHWESTERLY 9.23 FEET THROUGH A CENTRAL ANGLE OF 14°17'20" TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 22.00 FEET, A RADIAL LINE OF SAID CURVES TO SAID POINT BEARS SOUTH 50°40'10" WEST;

THENCE ALONG SAID CURVE NORTHWESTERLY 9.43 FEET THROUGH A CENTRAL ANGLE OF 24°34'18";

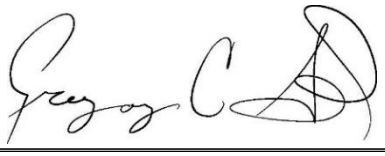
THENCE NON-TANGENT FROM SAID CURVE NORTH 82°34'02" WEST 4.63 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 07°25'58" WEST 1.89 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 636 SQUARE FEET, MORE OR LESS;

SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD, IF ANY.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.



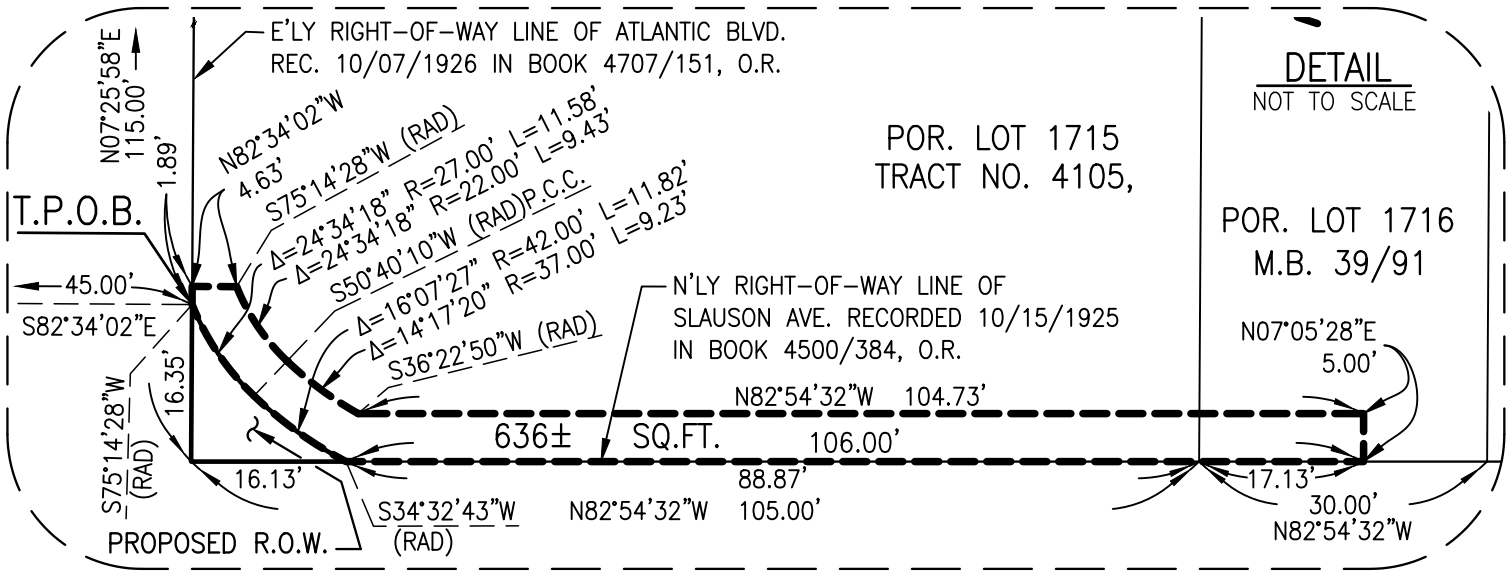
11/30/2023

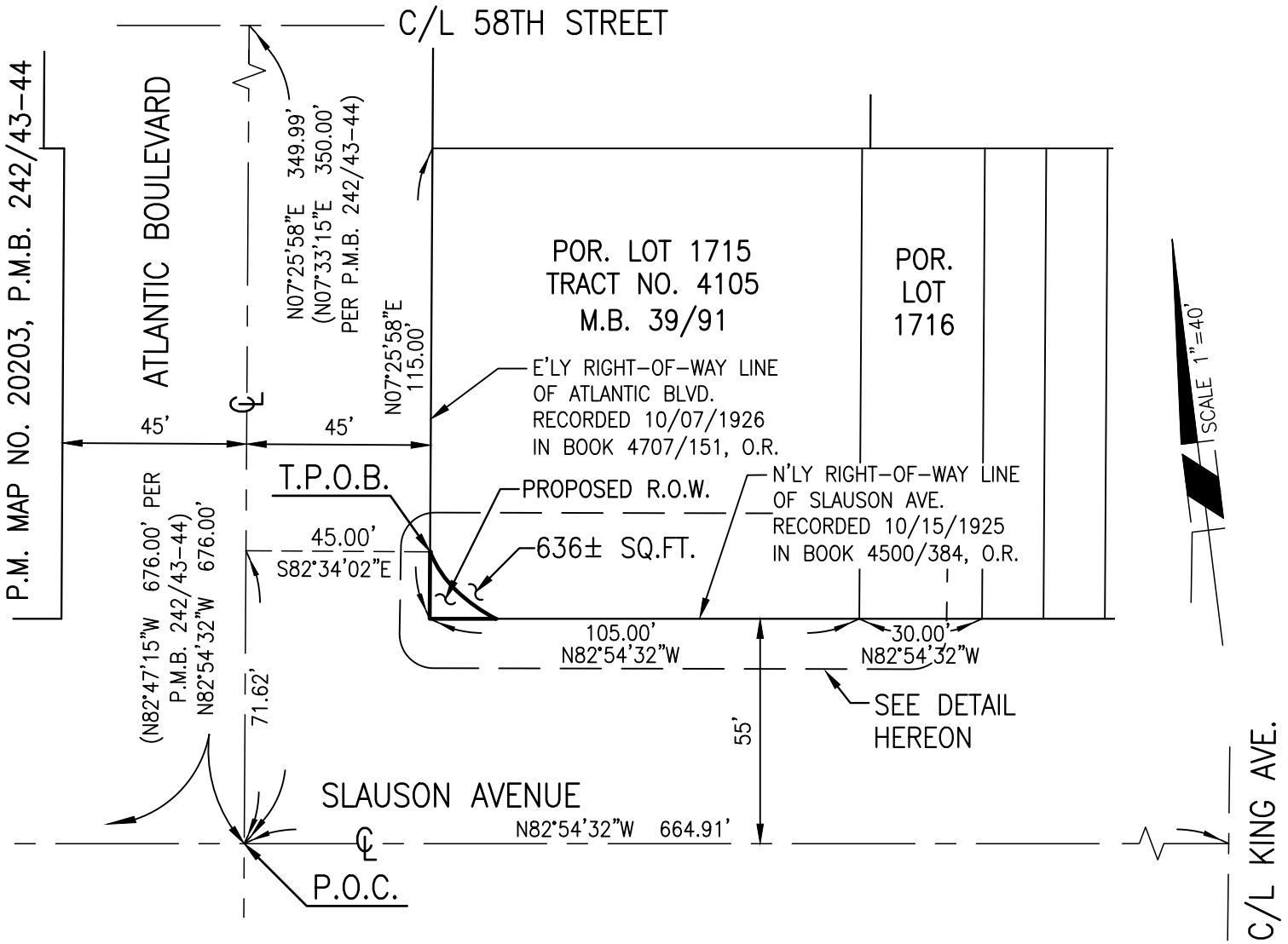
GREGORY C. SEBOURN, P.L.S. 8395 DATE

STANTEC
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618-5312
PN 2042639600

EXHIBIT B-2

DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT





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PROFESSIONAL LAND SURVEYOR
GREGORY C. SEBOURN
LS 8395
STATE OF CALIFORNIA

PN 2042639600

Temporary Construction
Easement
Lots 1715 & 1716,
Tract No. 4105, M.B. 39/91

CONTAINING: 636 SQ. FT. ±

EXHIBIT "B"

PLAT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

Date: 11/30/2023 Sheet 1 of 1

RESOLUTION NO. 6378

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (CERTAIN REAL PROPERTY INTERESTS ON APNS 6313-015-030, 6313-015-031, 6313-015-032, & 6313-015-033)

WHEREAS, the City of Maywood, California ("City" or "Maywood") seeks to construct the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements Project ("Project") to alleviate congestion, increase capacity, improve traffic circulation and safety within the Slauson Avenue Corridor in the City of Maywood. The proposed roadway improvements, sidewalk, public utility, drainage, and related improvements in connection with the Project are required to relieve congestion at the Slauson Avenue and Atlantic Boulevard intersection (Slauson/Atlantic intersection). The City of Maywood's circulation system bears a significant burden due to the City's dense development and the its location to the nearby freeway system; and

WHEREAS, the construction of the Project will benefit the City and the public because Slauson Avenue and Atlantic Boulevard operate as the City's only major highways that provide access to all parts of the City and link Maywood to the nearby freeway system, including the Interstate 710 (I-710) and the Interstate 5 (I-5). The Slauson/Atlantic intersection is a primary intersection for local and through traffic. It currently experiences poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors. In addition, due to limited freeway access for Maywood and adjacent cities, the interchange of I-710 at Atlantic Boulevard is severely congested during the morning and evening peak hours; and

WHEREAS, as part of the Project, the City will construct a second left turn lane on eastbound Slauson Avenue, a second left turn lane on northbound Atlantic Boulevard, and other improvements to upgrade traffic signals along Slauson Avenue to enhance pedestrian and traffic safety. Further, the County of Los Angeles Department of Public Works will also upgrade all signalized intersections along Slauson Avenue to synchronize the traffic signals and include protected left turn phases to improve signal operation; and

WHEREAS, the Project requires the acquisition of an approximate 806 square foot permanent easement and an approximate 1,906 square foot temporary construction easement with a term of twelve (12) months (collectively "Subject Property Interests") on the real property located at 4457 and 4487 Slauson Avenue, in the City of Maywood, California, and identified as Los Angeles County Assessor's Parcel Numbers 6313-015-033 & 6313-015-030 ("Property"), which are described more particularly in Section 3

below; and

WHEREAS, the City is authorized to acquire the real property interests described in Section 3 below for public use, namely for the construction of public street, roadway, sidewalk, public utilities, drainage, and all uses necessary or convenient thereto in connection with the Project pursuant to the authority conferred upon the City to acquire property by eminent domain by Section 19 of Article 1 of the California Constitution, California Government Code Sections 37350, 37350.5, 37351, and 40404 and California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.510, 1240.610, 1240.650, and by other provisions of law; and

WHEREAS, pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 7, 2024 to Maywood Village Center LLC, a Delaware limited liability company, the record owner of the Subject Property Interests the City seeks to acquire. The letter and notice informed the owner of the City's intent to consider at its August 28, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests in connection with the Project. The notice advised the record owner of the owner's right to appear and be heard regarding the City's proposed adoption of the Resolution of Necessity by filing, within fifteen (15) days of the date the notice was mailed, a written request with the City to appear at the hearing. The notice specifically informed the record owner of the Subject Property Interests that the owner has an opportunity to appear before the City Council and raise questions about whether the public interest and necessity require the Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and whether the Subject Property Interests the City seeks to acquire from the owner of record are necessary for the Project; and

WHEREAS, the City Council held a hearing on August 28, 2024 at 6:00 p.m. at the Council Chambers of the City of Maywood City Hall located at 4319 East Slauson Avenue, Maywood, California 90270. The City Council provided to each person whose property is to be acquired by eminent domain an opportunity to be heard on those matters specified in the City's letter and notice pursuant to Code of Civil Procedure Section 1245.235.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of the City Council under Code of Civil Procedure Sections 1240.030, 1240.040, 1245.220, 1245.230, and 1245.240, that the City does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The City Council hereby specifically finds that all of the facts set forth in the above recitals of this Resolution are true and correct, are incorporated into this Resolution by this reference and constitute a material part of this Resolution.

Section 2. Adoption of a Resolution of Necessity. The City Council of the City of Maywood adopts Resolution No. 6378, A Resolution of the City Council of the City of Maywood, California, California, Declaring Certain Real Property Interests Necessary for

Public Purposes and Authorizing the Acquisition Thereof in Connection with the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements Project (Certain Real Property Interests on APNs 6313-015-033 & 6313-015-030) ("Resolution of Necessity"). The City hereby adopts the Resolution of Necessity authorizing the acquisition by eminent domain of the Subject Property Interests, which consist of the approximate 806 square foot permanent easement and the approximate 1,906 square foot temporary construction easement with a term of twelve (12) months described more particularly in Section 3. below in connection with the proposed construction of the Project pursuant to the authority conferred upon the City of Maywood to acquire property by eminent domain by Section 19 of Article 1 of the California Constitution, California Government Code Sections 37350, 37350.5, 37351, and 40404 and California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.510, 1240.610, 1240.650, and by other provisions of law.

Section 3. Subject Property Interests. The City hereby authorizes the acquisition by eminent domain of the following Subject Property Interests on the Property, which is located at 4457 and 4487 Slauson Avenue, in the City of Maywood, California, and identified as Los Angeles County Assessor's Parcel Numbers 6313-015-033 & 6313-015-030, for public use namely for the construction of public street, sidewalk, public utility, drainage, related improvements, and all uses necessary or convenient thereto in connection with the Project:

- An approximate 806 square foot permanent easement described more particularly on EXHIBIT A-1 and depicted on EXHIBIT B-1 attached hereto and incorporated herein by this reference for public street, sidewalk, public utility, drainage, related improvements, and all uses necessary or convenient thereto; and

- An approximate 1,906 square foot temporary construction easement with a term of 12 months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 attached hereto and incorporated herein by this reference to facilitate the construction of the Project.

Section 4. Environmental Review.

A. The environmental effects of the Project and the acquisition of the Subject Property Interests needed for the Project were studied and analyzed as an integral part of the Mitigated Negative Declaration ("MND") prepared for the Project pursuant to the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq., and the CEQA Guidelines, 14 Cal. Code Regs. Section 15000 et seq. ("CEQA Guidelines"). The City, as lead agency for the Project, prepared an Initial Study ("IS") in accordance with the requirements of CEQA. Based on the findings of the IS, a MND, and a Mitigation Monitoring and Reporting Program ("MMRP") were prepared. The MND and MMRP concluded that the Project, with proposed mitigation measures, would not have a significant effect on the environment.

B. The IS, MND, and MMRP (collectively, "Environmental Documents")

were released for a 30-day public comment period from February 21, 2024 until March 21, 2024 in accordance with the requirements of CEQA. The Environmental Documents were also posted with the State Clearinghouse, Los Angeles County Clerk's Office, and on the City's website. The City received one comment letter on the Environmental Documents regarding the Project from the California Department of Transportation. The City prepared and provided a response to the comment letter. No additional CEQA correspondence was received during the public review period. The response to the comment is incorporated into the Final MND.

C. At its meeting on March 27, 2024, the City adopted Resolution No. 6342, A Resolution of the City Council of the City of Maywood California, Adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program Pursuant to the Environmental Quality Act for the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvement Project. In adopting Resolution No. 6342, the City Council found that all of the facts set forth in the Recitals to Resolution No. 6342 are true and correct, and incorporated said Recitals into the Resolution.

D. In adopting Resolution No. 6342, the City Council also found, in its independent judgment after considering all the evidence in the record of proceedings for the Project, including without limitation the MND and testimony, if any, presented at the public meeting, that: (i) the MND was prepared in compliance with CEQA; (ii) the Project will not result in a significant effect on the environment because the mitigation measures described in the MMRP are incorporated as part of the Project; and (iii) there is no substantial evidence supporting a fair argument that the Project would result in any significant environmental impacts that cannot be mitigated to a less than significant level through implementation of those mitigation measures identified in the MND and included in the MMRP. Accordingly, the City Council found that the Project will not cause a significant unmitigated environmental effect. Further, in adopting Resolution No. 6342, the City Council also found that the MMRP was prepared pursuant to the requirements of CEQA and that such program is designed to ensure compliance with the mitigation measures during Project implementation.

E. On August 19, 2024, City Staff reviewed Resolution No. 6342 and the Environmental Documents in connection with the City's review of the proposed acquisition of the Subject Property Interests and determined that the Project and acquisition of the Subject Property Interest are consistent with the MND and MMRP. Pursuant to the criteria of Section 15162 of the CEQA Guidelines and Section 21166 of the Public Resources Code, City Staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under with the Project is undertaken and the City has not obtained any new information of substantial importance that would require further environmental analysis. These environmental findings are the appropriate findings with respect to the proposed acquisition of the Subject Property Interests for the Project.

Section 5. The Public Interest and Necessity Require the Project. The Project, as planned and designed, is in the public interest and necessity. The Project will alleviate congestion, increase capacity, improve traffic circulation and safety within the Slauson

Avenue Corridor in the City of Maywood. The proposed roadway improvements, utility relocation and related improvements in connection with the Project are required to relieve congestion at the Slauson/Atlantic intersection.

A. Alleviating congestion at the Slauson/Atlantic intersection is in the public interest and necessity and will benefit the City and the public because Slauson Avenue and Atlantic Boulevard operate as the City's only major highways, which provide access to all parts of the City and link Maywood to the nearby freeway system, including Interstate 710 (I-710) and Interstate 5 (I-5). The Slauson/Atlantic intersection is a primary intersection for local and through traffic. It currently experiences poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors. In addition, due to limited freeway access for Maywood and adjacent cities, the interchange of I-710 at Atlantic Boulevard is severely congested during the morning and evening peak hours.

B. The level of service at the Slauson/Atlantic intersection is deficient due to heavy demand of eastbound left-turning vehicles traveling to the I-710 onramp on Atlantic. This results in negative impacts to Slauson Avenue. As planned and designed, the City seeks to improve circulation at the Slauson/Atlantic intersection by adding a second left turn lane on eastbound Slauson Avenue, a second left turn lane on northbound Atlantic Boulevard, and other improvements that upgrade traffic signals along Slauson Avenue to enhance pedestrian and traffic safety. The improved circulation is also in the public interest and necessity because it will allow emergency vehicles to have better access. Further, the County of Los Angeles Department of Public Works will also upgrade all signalized intersections along Slauson Avenue to synchronize the traffic signals and include protected left turn phases to improve operations.

C. As part the Project, the City will also close the mid-block median opening along Slauson Avenue to provide a longer eastbound dual left turn storage pocket and eliminate the conflicting left turn movements to and from the Food4Less commercial center. As planned and designed, the Project will reduce the width of the existing median islands along the east and west legs of Slauson Avenue and the north leg of Atlantic Boulevard and remove the existing median along the south leg of the Atlantic Boulevard intersection to accommodate the dual left turn lanes. The existing landscaping/trees, utilities and City entry monument signs within these median islands would be removed or relocated. In addition, the City plans to construct new curb returns at all four quadrants of the Slauson/Atlantic intersection. Further, the City plans to restripe lanes and the crosswalks to accommodate the new intersection geometries and lane configurations at the Slauson/Atlantic intersection.

D. The Project, as planned and designed, is consistent with the Circulation Element of the General Plan, which aims to accommodate the level of traffic generated by current and future development within the City and by present and future through traffic created by regional traffic growth. (Circulation Element, pg. 2). Goal 2 of the Circulation Element is to provide a local street system that accommodates current and future traffic volumes. Policy 2.1 of Goal 2 aims to update current roadway standards

to reflect existing conditions and conform to County standards. Policy 2.2 of Goal 2 aims to implement all circulation improvements pursuant to the Master Circulation Plan (depicted in Figure C-2 of the Circulation Element). The Project will further the goals of the Circulation Element by improving the poor operating conditions at the Slauson/Atlantic intersection and alleviating the significant burden that Maywood's circulation system currently bears. The widening of the Slauson/Atlantic intersection and upgrading of traffic signals along Slauson Avenue to enhance traffic safety will enable the City to better support current and future traffic volumes.

E. The Project, as planned and designed, will require the relocation of certain utilities to accommodate the road widening and traffic signal improvements of the Project. Some existing Southern California Edison-owned conduits and handholes may require relocation, adjustment, and/or removal. The Project may impact domestic water pipes in the Project area owned by Tri-City Mutual Water and Maywood Mutual Water Company's Number 1 and Number 2 It may require the removal of three existing water services, meters, and backflow preventers serving the existing median landscaping; removal of existing and installation of one new water service and meter; removal and reconstruction of twelve existing water valve boxes and covers; removal of one existing water valve box and cover; and removal of existing and installation of two new fire hydrants. The sewer pipes in the Project area are owned by the City of Maywood and the Los Angeles County Sanitation District. Six existing sewer manhole frames and covers may require adjustment to grade. The telecommunications utilities in the Project are owned by AT&T Distribution, Charter (Spectrum), Crown Castle, and MCI (Verizon). Some of these conduits may need to be relocated to accommodate the road widening and traffic signal improvements. The gas utilities in the Project area are owned by Southern California Gas Company (Distribution). Eight existing gas valve boxes and covers may require adjustment to grade and some of the gas lines may need to be relocated to accommodate the road widening and traffic signal improvements. Additional utility adjustments, relocations, and/or removals may be required at each curb return where traffic signal improvements are proposed.

F. To the extent that the Project will impact the interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Section 6. The Project is Planned and Located in the Manner that will be Most Compatible with the Greatest Public Good and the Least Private Injury.

A. The Project is planned and located in the manner that is most compatible with the greatest public good and the least private injury. The Project is planned and designed to construct necessary public street, sidewalk, public utility, drainage, and related improvements to alleviate congestion, improve safety and traffic circulation consistent with the Circulation Element of the General Plan. The Project is intended to improve the operation of the Slauson/Atlantic intersection, relieve congestion during both a.m. and p.m. peak hours, and alleviate existing queuing conditions to accommodate projected traffic in the area. The location of the Project's road widening is at the intersection of the City's only major highways. As mentioned above, Atlantic Boulevard and Slauson Avenue provide access to all parts of the City and link Maywood to the nearby freeway system, including the I-710 and the I-5. The location of the Project, as planned and designed, is most compatible with the greatest public good because the proposed road widening is located at the intersection of the primary facilities in the City for local and through traffic. The City's major highways currently experience poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors.

B. The Project, as planned and located, is also planned and designed to minimize the impact on private parcels. The Subject Property Interests consist of minor acquisitions of permanent easements and temporary construction easements that are necessary to accommodate dual left turn lanes at the intersection in the eastbound Slauson Avenue and northbound Atlantic Boulevard direction, reconstruct the curb returns at all four corners of the intersection, and re-stripe the roadway and intersection to accommodate the new intersection geometries and lane configurations. Further, the Subject Property Interests are required to construct new ADA-compliant curb ramps and to relocate certain utilities. The Project will not require the relocation of any businesses or people.

C. The Project, as planned and designed, will require the relocation of certain utilities to accommodate the road widening and traffic signal improvements of the Project. Some existing Southern California Edison-owned conduits and handholes may require relocation, adjustment, and/or removal. The Project may impact domestic water pipes in the Project area owned by Tri-City Mutual Water and Maywood Mutual Water Company's Number 1 and Number 2 It may require the removal of three existing water services, meters, and backflow preventers serving the existing median landscaping; removal of existing and installation of one new water service and meter; removal and reconstruction of twelve existing water valve boxes and covers; removal of one existing water valve box and cover; and removal of existing and installation of two new fire hydrants. The sewer pipes in the Project area are owned by the City of Maywood and the Los Angeles County Sanitation District. Six existing sewer manhole frames and covers may require adjustment to grade. The telecommunications utilities in the Project are owned by AT&T Distribution, Charter (Spectrum), Crown Castle, and MCI (Verizon).

Some of these conduits may need to be relocated to accommodate the road widening and traffic signal improvements. The gas utilities in the Project area are owned by Southern California Gas Company (Distribution). Eight existing gas valve boxes and covers may require adjustment to grade and some of the gas lines may need to be relocated to accommodate the road widening and traffic signal improvements. Additional utility adjustments, relocations, and/or removals may be required at each curb return where traffic signal improvements are proposed.

D. To the extent that the Project will impact the interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Section 7. The Subject Property Interests Described in the Resolution of Necessity are Necessary for the Project. The City cannot construct the Project, as planned and designed, without the acquisition of the Subject Property Interests.

Section 8. Offer Pursuant to Government Code Section 7267.2. The City extended a written offer dated May 6, 2024 pursuant to Government Code Section 7267.2 to the owner of record, Maywood Village Center LLC, a Delaware limited liability company. The offer letter contained an appraisal summary statement that described the zoning, highest and best use of the larger parcel, explained the appraiser's valuation methodology, and included the comparable sales data relied on by the appraiser. The offer letter offered to pay the reasonable costs, up to $5,000, of an independent appraisal pursuant to Code of Civil Procedure Section 1263.025. Further, the offer letter included an eminent domain pamphlet explaining the eminent domain process and the rights of the record owner.

Section 9. Notice Pursuant to Code of Civil Procedure Section 1245.235. Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 7, 2024 to the owner of record, Maywood Village Center LLC, a Delaware limited liability company, the record owner of the Subject Property Interests the City seeks to acquire. The letter and notice informed the owner of the City's intent to consider at its August 28, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests in connection with the Project. The notice advised the record owner of the owner's right to

appear and be heard regarding the City's proposed adoption of the Resolution of Necessity by filing, within fifteen (15) days of the date the notice was mailed, a written request with the City to appear at the hearing. The notice specifically informed the record owner of the Subject Property Interests that the owner has an opportunity to appear before the City Council and raise questions about whether the public interest and necessity require the Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and whether the Subject Property Interests the City seeks to acquire from the owner of record are necessary for the Project.

Section 10. Findings. Based on the evidence presented at the hearing regarding the acquisition of the Subject Property Interests for the Project, including the Agenda Report, the documents referenced therein, and any oral or written testimony at the hearing, the City Council hereby finds and determines that:

A. The public interest and necessity require the Project;

B. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury;

C. The Subject Property Interests, consisting of the 806 square foot permanent easement described more particularly in EXHIBIT A-1 and depicted on EXHIBIT B-1 hereto and the approximate 1,906 square foot temporary construction easement with a term of twelve (12) months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 hereto, are necessary for the Project; and

D. The offer required by Government Code Section 7267.2 has been made to the owner of record of the Subject Property Interests the City seeks to acquire

Section 11. Existing Public Uses. To the extent that the Project will impact interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Section 12. Incorporation of Agenda Report and Documents Referenced Therein. The findings and declarations contained in this Resolution are based upon the record

before the City Council, including the Agenda Report, and all documents referenced therein, all of which are incorporated herein by this reference and testimony and/or comments submitted to the City by the record owner or the owner's representative(s). These documents include, but are not limited to the City of Maywood General Plan, Circulation Element, offer letter sent to the owner pursuant to Government Code Section 7267.2, notice pursuant to Code of Civil Procedure Section 1245.235, and Environmental Documents relating to the Project.

Section 13. Authorization to File Eminent Domain Proceeding. The City Attorney's Office is authorized to take all steps necessary to commence and prosecute legal proceedings in a court of competent jurisdiction to acquire the Subject Property Interests, consisting of the approximate 806 square foot permanent easement described more particularly in EXHIBIT A-1 and depicted on EXHIBIT B-1 hereto, and the approximate 1,906 square foot temporary construction easement with a term of twelve (12) months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 hereto.

Section 14. City Manager Authority. The City Manager is authorized to execute all necessary documents in connection with the eminent domain proceeding.

Section 15. Certification. The City Clerk shall certify the adoption of this Resolution. Adopted by the City on August 28, 2024, by the following votes:

AYES:

NOES:

ABSENT:

PASSED, APPROVED AND ADOPTED THIS 28th DAY OF AUGUST, 2024.

_____
Eddie De La Riva, Mayor

ATTEST:

_____
Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

EXHIBIT A-1

LEGAL DESCRIPTION OF PERMANENT RIGHT-OF-WAY EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

RIGHT-OF-WAY EASEMENT
LOT 1357, TRACT NO. 3648, M.B. 40/60-61

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MAYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 1357 OF TRACT NO. 3648 AS SHOWN ON A MAP FILED IN BOOK 40, PAGES 60 AND 61 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ATLANTIC BOULEVARD WITH THE CENTERLINE OF SLAUSON AVENUE AS SHOWN ON PARCEL MAP NO. 20203, FILED IN BOOK 242, PAGES 43 AND 44 OF PARCEL MAPS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID CENTERLINE OF SLAUSON AVENUE NORTH 82°54'32" WEST 70.67 FEET;

THENCE LEAVING SAID CENTERLINE, AT A RIGHT ANGLE, NORTH 07°05'28" EAST 55.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE AS SHOWN ON SAID MAP, SAID POINT BEING THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 27.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 15°06'02" EAST;

THENCE ALONG SAID CURVE NORTHEASTERLY 21.30 FEET THROUGH A CENTRAL ANGLE OF 45°11'37" TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 112.00 FEET, A RADIAL LINE OF SAID CURVES TO SAID POINT BEARS SOUTH 60°17'39" EAST;

THENCE ALONG SAID CURVE NORTHEASTERLY 22.34 FEET THROUGH A CENTRAL ANGLE OF 11°25'44" TO A LINE PARALLEL WITH AND 5.00 FEET WESTERLY FROM THE WESTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD AS SHOWN ON SAID PARCEL MAP NO. 20203;

THENCE NON-TANGENT FROM SAID CURVE, ALONG SAID PARALLEL LINE, NORTH 07°25'58" EAST 79.04 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1357 OF TRACT NO. 3648, SAID POINT BEING AN ANGLE POINT IN SAID WESTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD AS SHOWN ON SAID PARCEL MAP;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 82°54'32" EAST 5.00 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE SOUTH 07°25'58" WEST 115.00 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF SLAUSON BOULEVARD;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 82°54'32" WEST 26.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 806 SQUARE FEET, MORE OR LESS;

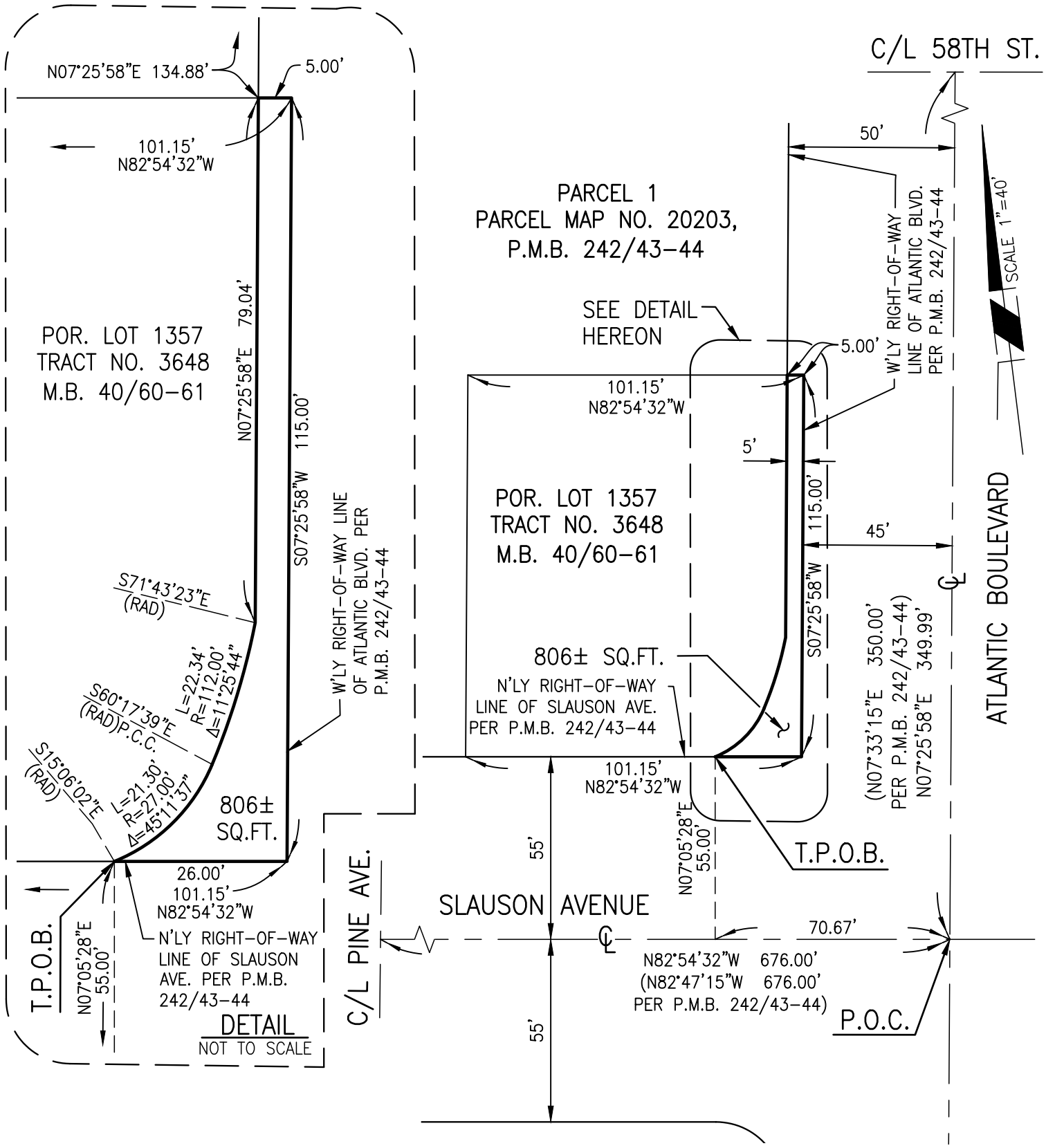
SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD, IF ANY.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

11/30/2023
GREGORY C. SEBOURN, P.L.S. 8395 DATE

STANTEC
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618-5312
PN 2042639600

EXHIBIT B-1
DEPICTION OF PERMANENT RIGHT-OF-WAY EASEMENT



Stantec

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(949) 923-6000
www.stantec.com

PROFESSIONAL LAND SURVEYOR
GREGORY C. SEBOURN
LS 8395
STATE OF CALIFORNIA

PN 2042639600

Right-of-Way Easement
Lot 1357, Tract No. 3648,
M.B. 40/60-61

CONTAINING: 806 SQ. FT. ±

EXHIBIT "B"

PLAT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

Date: 11/30/2023 Sheet 1 of 1

EXHIBIT A-2

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
LOT 1357, TRACT NO. 3648, M.B. 40/60-61

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MAYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 1357 OF TRACT NO. 3648 AS SHOWN ON A MAP FILED IN BOOK 40, PAGES 60 AND 61 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ATLANTIC BOULEVARD WITH THE CENTERLINE OF SLAUSON AVENUE AS SHOWN ON PARCEL MAP NO. 20203, FILED IN BOOK 242, PAGES 43 AND 44 OF PARCEL MAPS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID CENTERLINE OF SLAUSON AVENUE NORTH 82°54'32" WEST 70.67 FEET;

THENCE LEAVING SAID CENTERLINE, AT A RIGHT ANGLE, NORTH 07°05'28" EAST 55.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE AS SHOWN ON SAID MAP, SAID POINT BEING THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 27.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 15°06'02" EAST;

THENCE ALONG SAID CURVE NORTHEASTERLY 21.30 FEET THROUGH A CENTRAL ANGLE OF 45°11'37" TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 112.00 FEET, A RADIAL LINE OF SAID CURVES TO SAID POINT BEARS SOUTH 60°17'39" EAST;

THENCE ALONG SAID CURVE NORTHEASTERLY 22.34 FEET THROUGH A CENTRAL ANGLE OF 11°25'44" TO A LINE PARALLEL WITH AND 5.00 FEET WESTERLY FROM THE WESTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD AS SHOWN ON SAID PARCEL MAP NO. 20203;

THENCE NON-TANGENT FROM SAID CURVE, ALONG SAID PARALLEL LINE, NORTH 07°25'58" EAST 79.04 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1357 OF TRACT NO. 3648, SAID POINT BEING AN ANGLE POINT IN SAID WESTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD AS SHOWN ON SAID PARCEL MAP;

THENCE ALONG SAID NORTHERLY LINE OF LOT 1357 NORTH 82°54'32" WEST 2.00 FEET TO A LINE PARALLEL WITH AND 7.00 WESTERLY FROM SAID WESTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD;

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE ALONG SAID PARALLEL LINE SOUTH 07°25'58" WEST 66.66 FEET;

THENCE NORTH 82°34'02" WEST 34.23 FEET;

THENCE SOUTH 07°25'58" WEST 44.04 FEET TO A LINE PARALLEL WITH AND 4.50 FEET NORTHERLY FROM SAID NORTHERLY RIGHT-OF-WAY LINE OF SLAUSON BOULEVARD;

THENCE ALONG SAID PARALLEL LINE NORTH 82°54'32" WEST 56.66 FEET;

THENCE SOUTH 07°05'28" WEST 4.50 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF SLAUSON BOULEVARD;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 82°54'32" EAST 71.61 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1906 SQUARE FEET, MORE OR LESS;

SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD, IF ANY.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

11/30/2023

GREGORY C. SEBOURN, P.L.S. 8395 DATE

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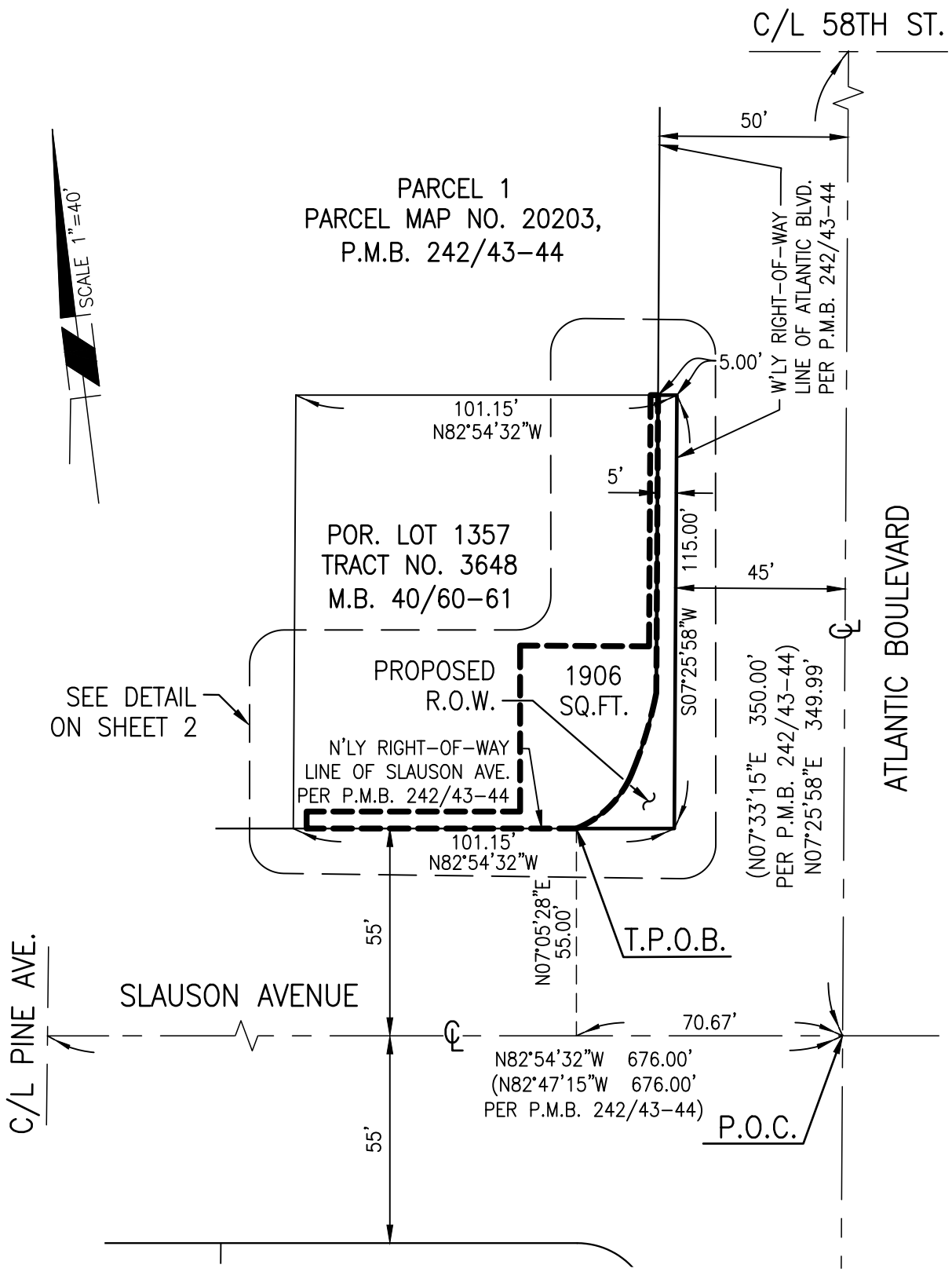
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618-5312
PN 2042639600

EXHIBIT B-2

DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT



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PROFESSIONAL LAND SURVEYOR
GREGORY C. SEBOURN
LS 8395
STATE OF CALIFORNIA

PN 2042639600

Temporary Construction Easement
Lot 1357, Tract No. 3648,
M.B. 40/60-61

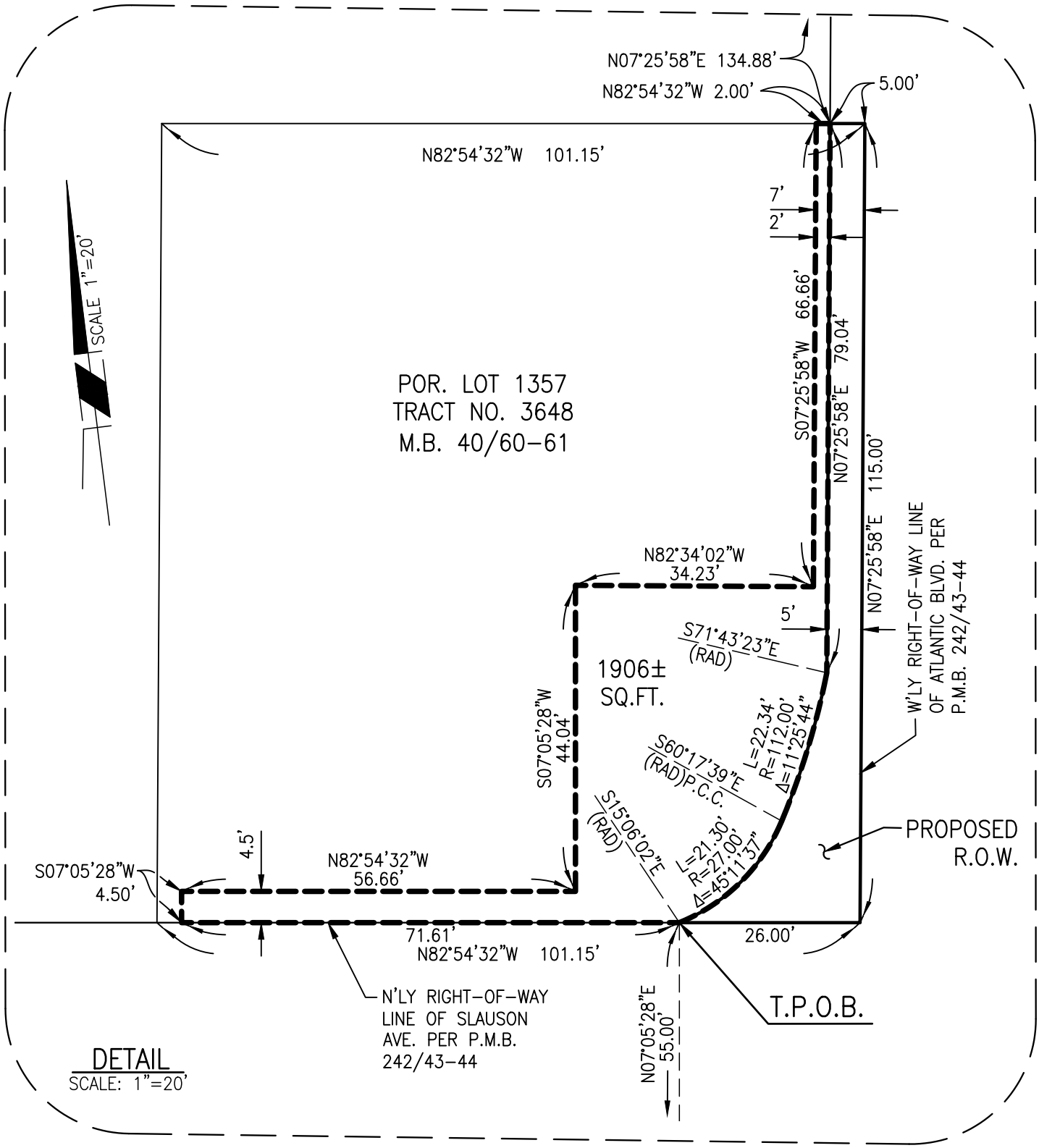
CONTAINING: 1906 SQ. FT. ±

EXHIBIT "B"

PLAT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

Date: 11/30/2023 Sheet 1 of 2



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Temporary Construction Easement
Lot 1357, Tract No. 3648,
M.B. 40/60-61

CONTAINING: 1906 SQ. FT. ±

EXHIBIT "B"

PLAT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

Date: 11/30/2023 Sheet 2 of 2

RESOLUTION NO. 6379

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (CERTAIN REAL PROPERTY INTERESTS ON APNS 6313-011-036 & 6313-011-028)

WHEREAS, the City of Maywood, California ("City" or "Maywood") seeks to construct the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements Project ("Project") to alleviate congestion, increase capacity, improve traffic circulation and safety within the Slauson Avenue Corridor in the City of Maywood. The proposed roadway improvements, sidewalk, public utility, drainage, and related improvements in connection with the Project are required to relieve congestion at the Slauson Avenue and Atlantic Boulevard intersection (Slauson/Atlantic intersection). The City of Maywood's circulation system bears a significant burden due to the City's dense development and its location to the nearby freeway system; and

WHEREAS, the construction of the Project will benefit the City and the public because Slauson Avenue and Atlantic Boulevard operate as the City's only major highways that provide access to all parts of the City and link Maywood to the nearby freeway system, including the Interstate 710 (I-710) and the Interstate 5 (I-5). The Slauson/Atlantic intersection is a primary intersection for local and through traffic. It currently experiences poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors. In addition, due to limited freeway access for Maywood and adjacent cities, the interchange of I-710 at Atlantic Boulevard is severely congested during the morning and evening peak hours; and

WHEREAS, as part of the Project, the City will construct a second left turn lane on eastbound Slauson Avenue, a second left turn lane on northbound Atlantic Boulevard, and other improvements to upgrade traffic signals along Slauson Avenue to enhance pedestrian and traffic safety. Further, the County of Los Angeles Department of Public Works will also upgrade all signalized intersections along Slauson Avenue to synchronize the traffic signals and include protected left turn phases to improve signal operation; and

WHEREAS, the Project requires the acquisition of an approximate 93 square foot permanent easement and an approximate 2,092 square foot temporary construction easement with a term of twelve (12) months (collectively "Subject Property Interests") on the real property located at 5900 and 5906 Atlantic Boulevard, in the City of Maywood, California, and identified as Los Angeles County Assessor's Parcel Numbers 6313-011-036 & 6313-011-028 ("Property"), which are described more particularly in Section 3 below; and

WHEREAS, the City is authorized to acquire the real property interests described in Section 3 below for public use, namely for the construction of public street, roadway, sidewalk, public utilities, drainage, and all uses necessary or convenient thereto in connection with the Project pursuant to the authority conferred upon the City to acquire property by eminent domain by Section 19 of Article 1 of the California Constitution, California Government Code Sections 37350, 37350.5, 37351, and 40404 and California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.510, 1240.610, 1240.650, and by other provisions of law; and

WHEREAS, pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 7, 2024 to Tony Y. Kim, Joung-Sun Kim, Yong-Tai Kim and Soon Ai Kim, the record owners of the Subject Property Interests the City seeks to acquire. The letter and notice informed the owners of the City's intent to consider at its August 28, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests in connection with the Project. The notice advised the record owners of the their right to appear and be heard regarding the City's proposed adoption of the Resolution of Necessity by filing, within fifteen (15) days of the date the notice was mailed, a written request with the City to appear at the hearing. The notice specifically informed the record owners of the Subject Property Interests that the owners have an opportunity to appear before the City Council and raise questions about whether the public interest and necessity require the Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and whether the Subject Property Interests the City seeks to acquire from the owners of record are necessary for the Project; and

WHEREAS, the City Council held a hearing on August 28, 2024 at 6:00 p.m. at the Council Chambers of the City of Maywood City Hall located at 4319 East Slauson Avenue, Maywood, California 90270. The City Council provided to each person whose property is to be acquired by eminent domain an opportunity to be heard on those matters specified in the City's letter and notice pursuant to Code of Civil Procedure Section 1245.235.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of the City Council under Code of Civil Procedure Sections 1240.030, 1240.040, 1245.220, 1245.230 and 1245.240, that the City does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The City Council hereby specifically finds that all of the facts set forth in the above recitals of this Resolution are true and correct, are incorporated into this Resolution by this reference and constitute a material part of this Resolution.

Section 2. Adoption of a Resolution of Necessity. The City Council of the City of Maywood adopts Resolution No. 6379, A Resolution of the City Council of the City of Maywood, California, California, Declaring Certain Real Property Interests Necessary for Public Purposes and Authorizing the Acquisition Thereof in Connection with the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements Project (Certain Real Property Interests on APNs 6313-011-036 & 6313-011-028) ("Resolution of Necessity").

The City hereby adopts the Resolution of Necessity authorizing the acquisition by eminent domain of the Subject Property Interests, which consist of the approximate 93 square foot permanent easement and the approximate 2,092 square foot temporary construction easement with a term of twelve (12) months described more particularly in Section 3. below in connection with the proposed construction of the Project pursuant to the authority conferred upon the City of Maywood to acquire property by eminent domain by Section 19 of Article 1 of the California Constitution, California Government Code Sections 37350, 37350.5, 37351, and 40404 and California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.510, 1240.610, 1240.650, and by other provisions of law.

Section 3. Subject Property Interests. The City hereby authorizes the acquisition by eminent domain of the following Subject Property Interests on the Property, which is located at 5900 and 5906 Atlantic Boulevard, in the City of Maywood, California, and identified as Los Angeles County Assessor's Parcel Numbers 6313-011-036 & 6313-011-028, for public use namely for the construction of public street, sidewalk, public utility, drainage, related improvements, and all uses necessary or convenient thereto in connection with the Project:

- An approximate 93 square foot permanent easement described more particularly on EXHIBIT A-1 and depicted on EXHIBIT B-1 attached hereto and incorporated herein by this reference for public street, sidewalk, public utility, drainage, related improvements, and all uses necessary or convenient thereto; and

- An approximate 2,092 square foot temporary construction easement with a term of 12 months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 attached hereto and incorporated herein by this reference to facilitate the construction of the Project.

Section 4. Environmental Review.

A. The environmental effects of the Project and the acquisition of the Subject Property Interests needed for the Project were studied and analyzed as an integral part of the Mitigated Negative Declaration ("MND") prepared for the Project pursuant to the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq., and the CEQA Guidelines, 14 Cal. Code Regs. Section 15000 et seq. ("CEQA Guidelines"). The City, as lead agency for the Project, prepared an Initial Study ("IS") in accordance with the requirements of CEQA. Based on the findings of the IS, a MND, and a Mitigation Monitoring and Reporting Program ("MMRP") were prepared. The MND and MMRP concluded that the Project, with proposed mitigation measures, would not have a significant effect on the environment.

B. The IS, MND, and MMRP (collectively, "Environmental Documents") were released for a 30-day public comment period from February 21, 2024 until March 21, 2024 in accordance with the requirements of CEQA. The Environmental Documents were also posted with the State Clearinghouse, Los Angeles County Clerk's Office, and

on the City's website. The City received one comment letter on the Environmental Documents regarding the Project from the California Department of Transportation. The City prepared and provided a response to the comment letter. No additional CEQA correspondence was received during the public review period. The response to the comment is incorporated into the Final MND.

C. At its meeting on March 27, 2024, the City adopted Resolution No. 6342, A Resolution of the City Council of the City of Maywood California, Adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program Pursuant to the Environmental Quality Act for the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvement Project. In adopting Resolution No. 6342, the City Council found that all of the facts set forth in the Recitals to Resolution No. 6342 are true and correct, and incorporated said Recitals into the Resolution.

D. In adopting Resolution No. 6342, the City Council also found, in its independent judgment after considering all the evidence in the record of proceedings for the Project, including without limitation the MND and testimony, if any, presented at the public meeting, that: (i) the MND was prepared in compliance with CEQA; (ii) the Project will not result in a significant effect on the environment because the mitigation measures described in the MMRP are incorporated as part of the Project; and (iii) there is no substantial evidence supporting a fair argument that the Project would result in any significant environmental impacts that cannot be mitigated to a less than significant level through implementation of those mitigation measures identified in the MND and included in the MMRP. Accordingly, the City Council found that the Project will not cause a significant unmitigated environmental effect. Further, in adopting Resolution No. 6342, the City Council also found that the MMRP was prepared pursuant to the requirements of CEQA and that such program is designed to ensure compliance with the mitigation measures during Project implementation.

E. On August 19, 2024, City Staff reviewed Resolution No. 6342 and the Environmental Documents in connection with the City's review of the proposed acquisition of the Subject Property Interests and determined that the Project and acquisition of the Subject Property Interest are consistent with the MND and MMRP. Pursuant to the criteria of Section 15162 of the CEQA Guidelines and Section 21166 of the Public Resources Code, City Staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under with the Project is undertaken and the City has not obtained any new information of substantial importance that would require further environmental analysis. These environmental findings are the appropriate findings with respect to the proposed acquisition of the Subject Property Interests for the Project.

Section 5. The Public Interest and Necessity Require the Project. The Project, as planned and designed, is in the public interest and necessity. The Project will alleviate congestion, increase capacity, improve traffic circulation and safety within the Slauson Avenue Corridor in the City of Maywood. The proposed roadway improvements, utility relocation and related improvements in connection with the Project are required to relieve

congestion at the Slauson/Atlantic intersection.

A. Alleviating congestion at the Slauson/Atlantic intersection is in the public interest and necessity and will benefit the City and the public because Slauson Avenue and Atlantic Boulevard operate as the City's only major highways, which provide access to all parts of the City and link Maywood to the nearby freeway system, including Interstate 710 (I-710) and Interstate 5 (I-5). The Slauson/Atlantic intersection is a primary intersection for local and through traffic. It currently experiences poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors. In addition, due to limited freeway access for Maywood and adjacent cities, the interchange of I-710 at Atlantic Boulevard is severely congested during the morning and evening peak hours.

B. The level of service at the Slauson/Atlantic intersection is deficient due to heavy demand of eastbound left-turning vehicles traveling to the I-710 onramp on Atlantic. This results in negative impacts to Slauson Avenue. As planned and designed, the City seeks to improve circulation at the Slauson/Atlantic intersection by adding a second left turn lane on eastbound Slauson Avenue, a second left turn lane on northbound Atlantic Boulevard, and other improvements that upgrade traffic signals along Slauson Avenue to enhance pedestrian and traffic safety. The improved circulation is also in the public interest and necessity because it will allow emergency vehicles to have better access. Further, the County of Los Angeles Department of Public Works will also upgrade all signalized intersections along Slauson Avenue to synchronize the traffic signals and include protected left turn phases to improve operations.

C. As part the Project, the City will also close the mid-block median opening along Slauson Avenue to provide a longer eastbound dual left turn storage pocket and eliminate the conflicting left turn movements to and from the Food4Less commercial center. As planned and designed, the Project will reduce the width of the existing median islands along the east and west legs of Slauson Avenue and the north leg of Atlantic Boulevard and remove the existing median along the south leg of the Atlantic Boulevard intersection to accommodate the dual left turn lanes. The existing landscaping/trees, utilities and City entry monument signs within these median islands would be removed or relocated. In addition, the City plans to construct new curb returns at all four quadrants of the Slauson/Atlantic intersection. Further, the City plans to restripe lanes and the crosswalks to accommodate the new intersection geometries and lane configurations at the Slauson/Atlantic intersection.

D. The Project, as planned and designed, is consistent with the Circulation Element of the General Plan, which aims to accommodate the level of traffic generated by current and future development within the City and by present and future through traffic created by regional traffic growth. (Circulation Element, pg. 2). Goal 2 of the Circulation Element is to provide a local street system that accommodates current and future traffic volumes. Policy 2.1 of Goal 2 aims to update current roadway standards to reflect existing conditions and conform to County standards. Policy 2.2 of Goal 2 aims

to implement all circulation improvements pursuant to the Master Circulation Plan (depicted in Figure C-2 of the Circulation Element). The Project will further the goals of the Circulation Element by improving the poor operating conditions at the Slauson/Atlantic intersection and alleviating the significant burden that Maywood's circulation system currently bears. The widening of the Slauson/Atlantic intersection and upgrading of traffic signals along Slauson Avenue to enhance traffic safety will enable the City to better support current and future traffic volumes.

E. The Project, as planned and designed, will require the relocation of certain utilities to accommodate the road widening and traffic signal improvements of the Project. Some existing Southern California Edison-owned conduits and handholes may require relocation, adjustment, and/or removal. The Project may impact domestic water pipes in the Project area owned by Tri-City Mutual Water and Maywood Mutual Water Company's Number 1 and Number 2 It may require the removal of three existing water services, meters, and backflow preventers serving the existing median landscaping; removal of existing and installation of one new water service and meter; removal and reconstruction of twelve existing water valve boxes and covers; removal of one existing water valve box and cover; and removal of existing and installation of two new fire hydrants. The sewer pipes in the Project area are owned by the City of Maywood and the Los Angeles County Sanitation District. Six existing sewer manhole frames and covers may require adjustment to grade. The telecommunications utilities in the Project are owned by AT&T Distribution, Charter (Spectrum), Crown Castle, and MCI (Verizon). Some of these conduits may need to be relocated to accommodate the road widening and traffic signal improvements. The gas utilities in the Project area are owned by Southern California Gas Company (Distribution). Eight existing gas valve boxes and covers may require adjustment to grade and some of the gas lines may need to be relocated to accommodate the road widening and traffic signal improvements. Additional utility adjustments, relocations, and/or removals may be required at each curb return where traffic signal improvements are proposed.

F. To the extent that the Project will impact the interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Section 6. The Project is Planned and Located in the Manner that will be Most Compatible with the Greatest Public Good and the Least Private Injury.

A. The Project is planned and located in the manner that is most compatible with the greatest public good and the least private injury. The Project is planned and designed to construct necessary public street, sidewalk, public utility, drainage, and related improvements to alleviate congestion, improve safety and traffic circulation consistent with the Circulation Element of the General Plan. The Project is intended to improve the operation of the Slauson/Atlantic intersection, relieve congestion during both a.m. and p.m. peak hours, and alleviate existing queuing conditions to accommodate projected traffic in the area. The location of the Project's road widening is at the intersection of the City's only major highways. As mentioned above, Atlantic Boulevard and Slauson Avenue provide access to all parts of the City and link Maywood to the nearby freeway system, including the I-710 and the I-5. The location of the Project, as planned and designed, is most compatible with the greatest public good because the proposed road widening is located at the intersection of the primary facilities in the City for local and through traffic. The City's major highways currently experience poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors.

B. The Project, as planned and located, is also planned and designed to minimize the impact on private parcels. The Subject Property Interests consist of minor acquisitions of permanent easements and temporary construction easements that are necessary to accommodate dual left turn lanes at the intersection in the eastbound Slauson Avenue and northbound Atlantic Boulevard direction, reconstruct the curb returns at all four corners of the intersection, and re-stripe the roadway and intersection to accommodate the new intersection geometries and lane configurations. Further, the Subject Property Interests are required to construct new ADA-compliant curb ramps and to relocate certain utilities. The Project will not require the relocation of any businesses or people.

C. The Project, as planned and designed, will require the relocation of certain utilities to accommodate the road widening and traffic signal improvements of the Project. Some existing Southern California Edison-owned conduits and handholes may require relocation, adjustment, and/or removal. The Project may impact domestic water pipes in the Project area owned by Tri-City Mutual Water and Maywood Mutual Water Company's Number 1 and Number 2 It may require the removal of three existing water services, meters, and backflow preventers serving the existing median landscaping; removal of existing and installation of one new water service and meter; removal and reconstruction of twelve existing water valve boxes and covers; removal of one existing water valve box and cover; and removal of existing and installation of two new fire hydrants. The sewer pipes in the Project area are owned by the City of Maywood and the Los Angeles County Sanitation District. Six existing sewer manhole frames and covers may require adjustment to grade. The telecommunications utilities in the Project are owned by AT&T Distribution, Charter (Spectrum), Crown Castle, and MCI (Verizon).

Some of these conduits may need to be relocated to accommodate the road widening and traffic signal improvements. The gas utilities in the Project area are owned by Southern California Gas Company (Distribution). Eight existing gas valve boxes and covers may require adjustment to grade and some of the gas lines may need to be relocated to accommodate the road widening and traffic signal improvements. Additional utility adjustments, relocations, and/or removals may be required at each curb return where traffic signal improvements are proposed.

D. To the extent that the Project will impact the interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Section 7. The Subject Property Interests Described in the Resolution of Necessity are Necessary for the Project. The City cannot construct the Project, as planned and designed, without the acquisition of the Subject Property Interests.

Section 8. Offer Pursuant to Government Code Section 7267.2. The City extended a written offer dated May 6, 2024 pursuant to Government Code Section 7267.2 to the owners of record, Tony Y. Kim, Joung-Sun Kim, Yong-Tai Kim and Soon Ai Kim. The offer letter contained an appraisal summary statement that described the zoning, highest and best use of the larger parcel, explained the appraiser's valuation methodology, and included the comparable sales data relied on by the appraiser. The offer letter offered to pay the reasonable costs, up to $5,000, of an independent appraisal pursuant to Code of Civil Procedure Section 1263.025. Further, the offer letter included an eminent domain pamphlet explaining the eminent domain process and the rights of the record owners.

Section 9. Notice Pursuant to Code of Civil Procedure Section 1245.235. Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 7, 2024 to the owners of record, Tony Y. Kim, Joung-Sun Kim, Yong-Tai Kim and Soon Ai Kim, the record owners of the Subject Property Interests the City seeks to acquire. The letter and notice informed the owners of the City's intent to consider at its August 28, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests in connection with the

Project. The notice advised the record owners of the their right to appear and be heard regarding the City's proposed adoption of the Resolution of Necessity by filing, within fifteen (15) days of the date the notice was mailed, a written request with the City to appear at the hearing. The notice specifically informed the record owners of the Subject Property Interests that the owners have an opportunity to appear before the City Council and raise questions about whether the public interest and necessity require the Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and whether the Subject Property Interests the City seeks to acquire from the owners of record are necessary for the Project.

Section 10. Findings. Based on the evidence presented at the hearing regarding the acquisition of the Subject Property Interests for the Project, including the Agenda Report, the documents referenced therein, and any oral or written testimony at the hearing, the City Council hereby finds and determines that:

A. The public interest and necessity require the Project;

B. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury;

C. The Subject Property Interests, consisting of the 93 square foot permanent easement described more particularly in EXHIBIT A-1 and depicted on EXHIBIT B-1 hereto and the approximate 2,092 square foot temporary construction easement with a term of twelve (12) months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 hereto, are necessary for the Project; and

D. The offer required by Government Code Section 7267.2 has been made to the owners of record of the Subject Property Interests the City seeks to acquire

Section 11. Existing Public Uses. To the extent that the Project will impact interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Section 12. Incorporation of Agenda Report and Documents Referenced Therein.

The findings and declarations contained in this Resolution are based upon the record before the City Council, including the Agenda Report, and all documents referenced therein, all of which are incorporated herein by this reference and testimony and/or comments submitted to the City by the record owners or the owners' representative(s). These documents include, but are not limited to the City of Maywood General Plan, Circulation Element, offer letter sent to the owners pursuant to Government Code Section 7267.2, notice pursuant to Code of Civil Procedure Section 1245.235, and Environmental Documents relating to the Project.

Section 13. Authorization to File Eminent Domain Proceeding. The City Attorney's Office is authorized to take all steps necessary to commence and prosecute legal proceedings in a court of competent jurisdiction to acquire the Subject Property Interests, consisting of the approximate 93 square foot permanent easement described more particularly in EXHIBIT A-1 and depicted on EXHIBIT B-1 hereto, and the approximate 2,092 square foot temporary construction easement with a term of twelve (12) months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 hereto.

Section 14. City Manager Authority. The City Manager is authorized to execute all necessary documents in connection with the eminent domain proceeding.

Section 15. Certification. The City Clerk shall certify the adoption of this Resolution. Adopted by the City on August 28, 2024, by the following votes:

AYES:

NOES:

ABSENT:

PASSED, APPROVED AND ADOPTED THIS 28th DAY OF AUGUST, 2024.

_____
Eddie De La Riva, Mayor

ATTEST:

_____
Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

EXHIBIT A-1

LEGAL DESCRIPTION OF PERMANENT RIGHT-OF-WAY EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

RIGHT-OF-WAY EASEMENT
LOT 1363, TRACT NO. 3648, M.B. 40/60-61

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MAYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF LOT 1363 OF TRACT NO. 3648 AS SHOWN ON A MAP FILED IN BOOK 40, PAGES 60 AND 61 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ATLANTIC BOULEVARD WITH THE CENTERLINE OF SLAUSON AVENUE AS SHOWN ON PARCEL MAP NO. 15932, FILED IN BOOK 174, PAGES 3 AND 4 OF PARCEL MAPS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID CENTERLINE OF ATLANTIC BOULEVARD
SOUTH 07°25'58" WEST 88.24 FEET;

THENCE LEAVING SAID CENTERLINE, AT A RIGHT ANGLE, SOUTH 82°34'02" EAST 45.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD AS DESCRIBED IN A DOCUMENT RECORDED SEPTEMBER 17, 1925 IN BOOK 5361, PAGE 102 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 82°33'46" WEST;

THENCE ALONG SAID CURVE NORTHEASTERLY 35.00 FEET THROUGH A CENTRAL ANGLE OF 28°38'54" TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE AS DESCRIBED IN SAID DOCUMENT RECORDED SEPTEMBER 17, 1925 IN BOOK 5361, PAGE 102 OF OFFICIAL RECORDS;

THENCE NON-TANGENT FROM SAID CURVE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 82°54'32" WEST 8.57 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 07°25'58" WEST 33.51 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 93 SQUARE FEET, MORE OR LESS;

SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD, IF ANY.

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

11/30/2023
GREGORY C. SEBOURN, P.L.S. 8395 DATE

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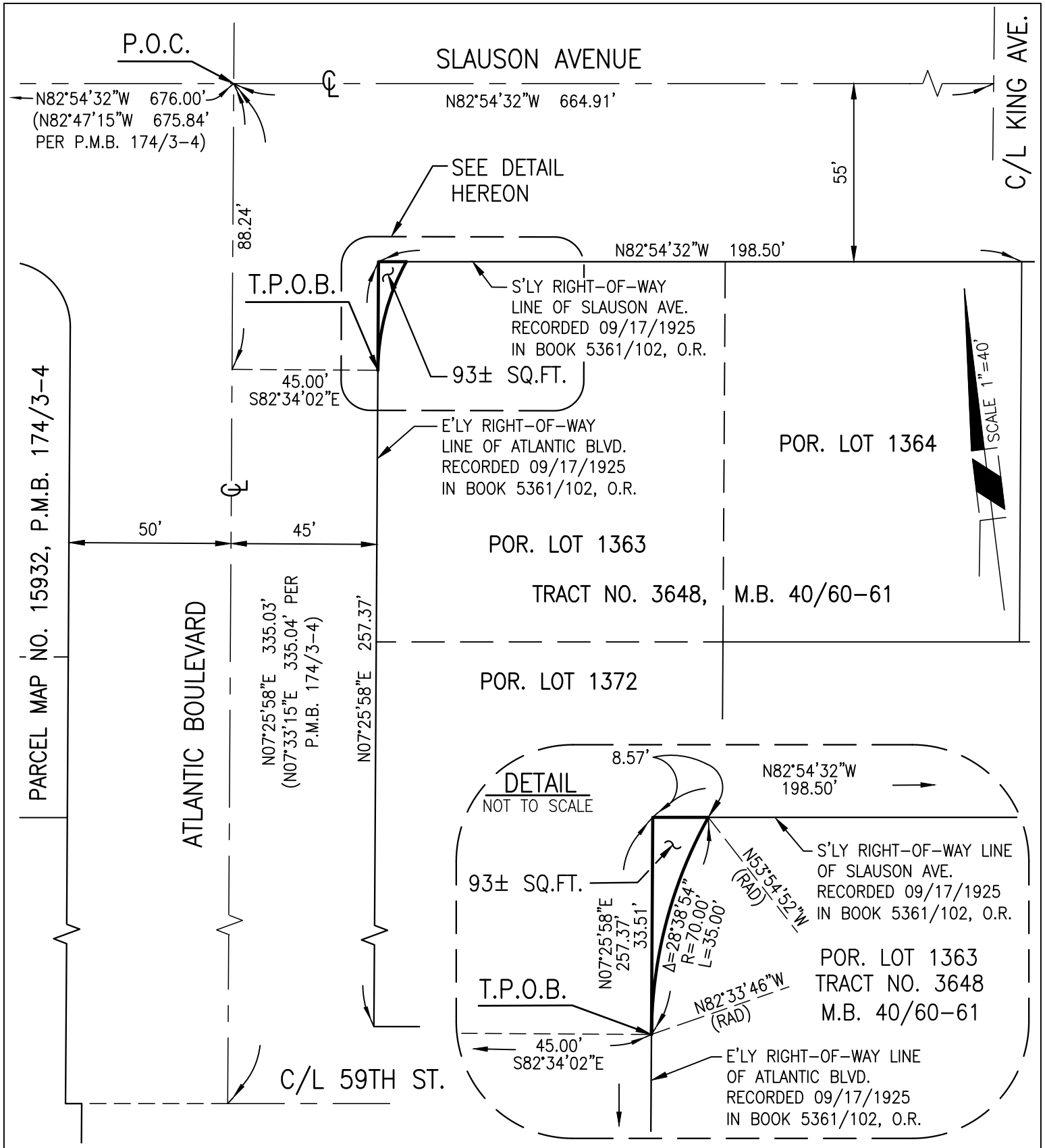
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618-5312
PN 2042639600

EXHIBIT B-1
DEPICTION OF PERMANENT RIGHT-OF-WAY EASEMENT



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PROFESSIONAL LAND SURVEYOR
GREGORY C. SEBOURN
LS 8395
STATE OF CALIFORNIA

PN 2042639600

Right-of-Way Easement
Lot 1363, Tract No. 3648,
M.B. 40/60-61

CONTAINING: 93 SQ. FT. ±

EXHIBIT "B"

PLAT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

Date: 11/30/2023 Sheet 1 of 1

EXHIBIT A-2

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
LOTS 1363 & 1372, TRACT NO. 3648, M.B. 40/60-61

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MAYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF LOT 1363 AND LOT 1372 OF TRACT NO. 3648 AS SHOWN ON A MAP FILED IN BOOK 40, PAGES 60 AND 61 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ATLANTIC BOULEVARD WITH THE CENTERLINE OF SLAUSON AVENUE AS SHOWN ON PARCEL MAP NO. 15932, FILED IN BOOK 174, PAGES 3 AND 4 OF PARCEL MAPS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE ALONG SAID CENTERLINE OF ATLANTIC BOULEVARD
SOUTH 07°25'58" WEST 88.24 FEET;

THENCE LEAVING SAID CENTERLINE, AT A RIGHT ANGLE, SOUTH 82°34'02" EAST 45.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD AS DESCRIBED IN A DOCUMENT RECORDED SEPTEMBER 17, 1925 IN BOOK 5361, PAGE 102 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER, SAID POINT BEING THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 70.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 82°33'46" WEST;

THENCE ALONG SAID CURVE NORTHEASTERLY 35.00 FEET THROUGH A CENTRAL ANGLE OF 28°38'54" TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE AS DESCRIBED IN SAID DOCUMENT RECORDED SEPTEMBER 17, 1925 IN BOOK 5361, PAGE 102 OF OFFICIAL RECORDS;

THENCE NON-TANGENT FROM SAID CURVE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 82°54'32" EAST 13.94 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 07°05'28" WEST 5.00 FEET;

THENCE NORTH 82°54'32" WEST 4.00 FEET;

THENCE SOUTH 07°05'28" WEST 10.00 FEET;

THENCE NORTH 82°54'32" WEST 10.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 65°58'36" WEST, SAID

CURVE BEING CONCENTRIC WITH AND 5.00 FEET SOUTHEASTERLY FROM FIRST SAID CURVE HAVING A RADIUS OF 70.00 FEET, THE SOUTHERLY TERMINUS OF SAID CONCENTRIC CURVE BEING TANGENT TO A LINE PARALLEL WITH AND 5.00 FEET EASTERLY FROM SAID EASTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD;

THENCE ALONG SAID CONCENTRIC CURVE SOUTHWESTERLY 18.82 FEET THROUGH A CENTRAL ANGLE OF 16°35'26" TO A POINT OF TANGENCY WITH SAID PARALLEL LINE;

THENCE ALONG SAID PARALLEL LINE SOUTH 07°05'28" WEST 44.22 FEET;

THENCE SOUTH 82°34'02" EAST 7.91 FEET;

THENCE SOUTH 07°05'28" WEST 4.50 FEET;

THENCE NORTH 82°34'02" WEST 2.00 FEET;

THENCE SOUTH 07°05'28" WEST 1.00 FEET;

THENCE SOUTH 82°34'02" EAST 19.09 FEET;

THENCE SOUTH 07°05'28" WEST 30.50 FEET;

THENCE NORTH 82°34'02" WEST 20.00 FEET;

THENCE SOUTH 07°05'28" WEST 34.00 FEET;

THENCE NORTH 82°34'02" WEST 14.00 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 07°25'58" EAST 112.22 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 2092 SQUARE FEET, MORE OR LESS;

EXHIBIT "A"
LEGAL DESCRIPTION

SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD, IF ANY.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

1/24/2028

GREGORY C. SEBOURN, P.L.S. 8395 DATE

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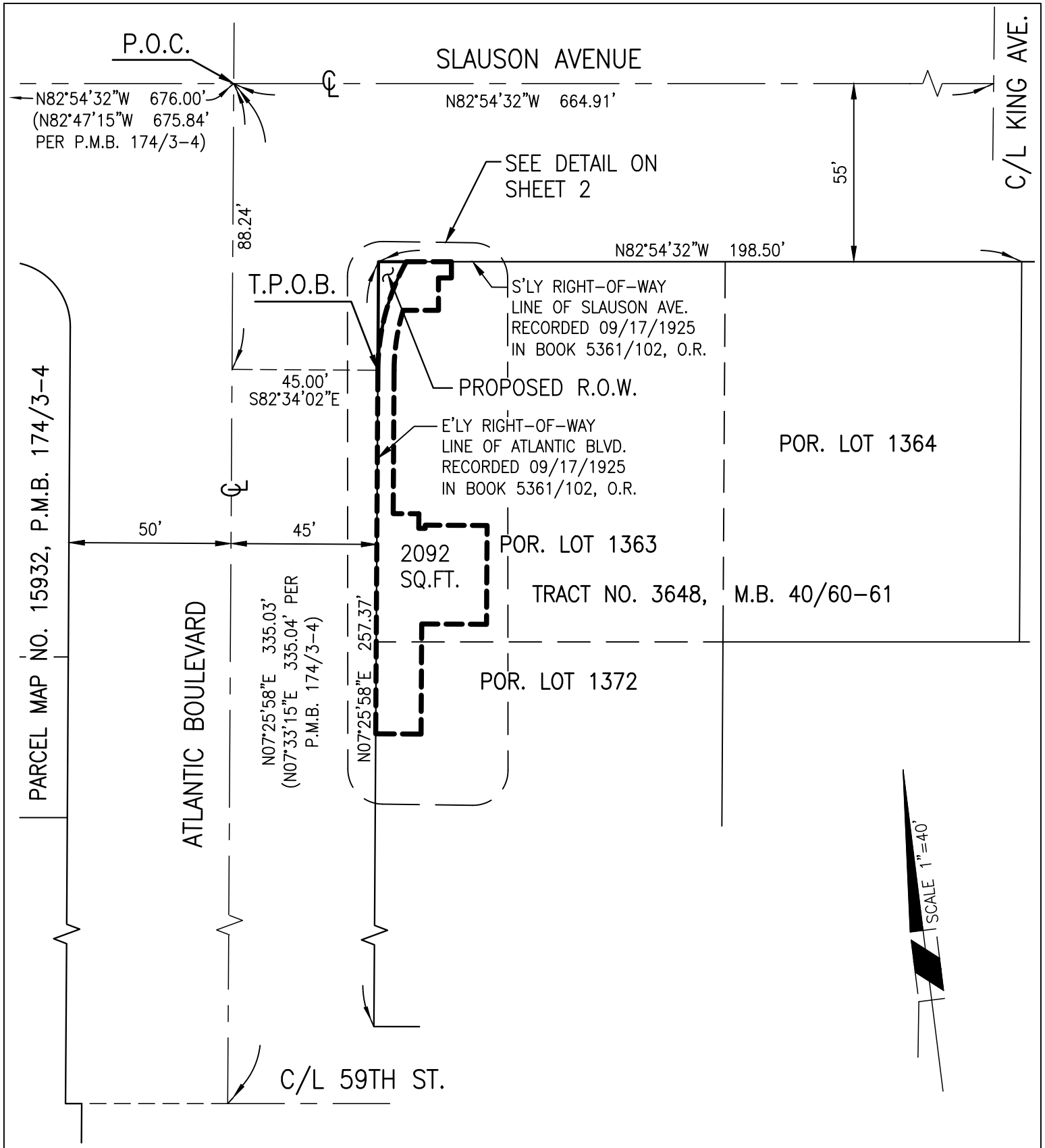
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618-5312
PN 2042639600

EXHIBIT B-2

DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT



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PROFESSIONAL LAND SURVEYOR
GREGORY C. SEBOURN
LS 8395
STATE OF CALIFORNIA

PN 2042639600

Temporary Construction
Easement
Lots 1363 & 1372,
Tract No. 3648,
M.B. 40/60-61

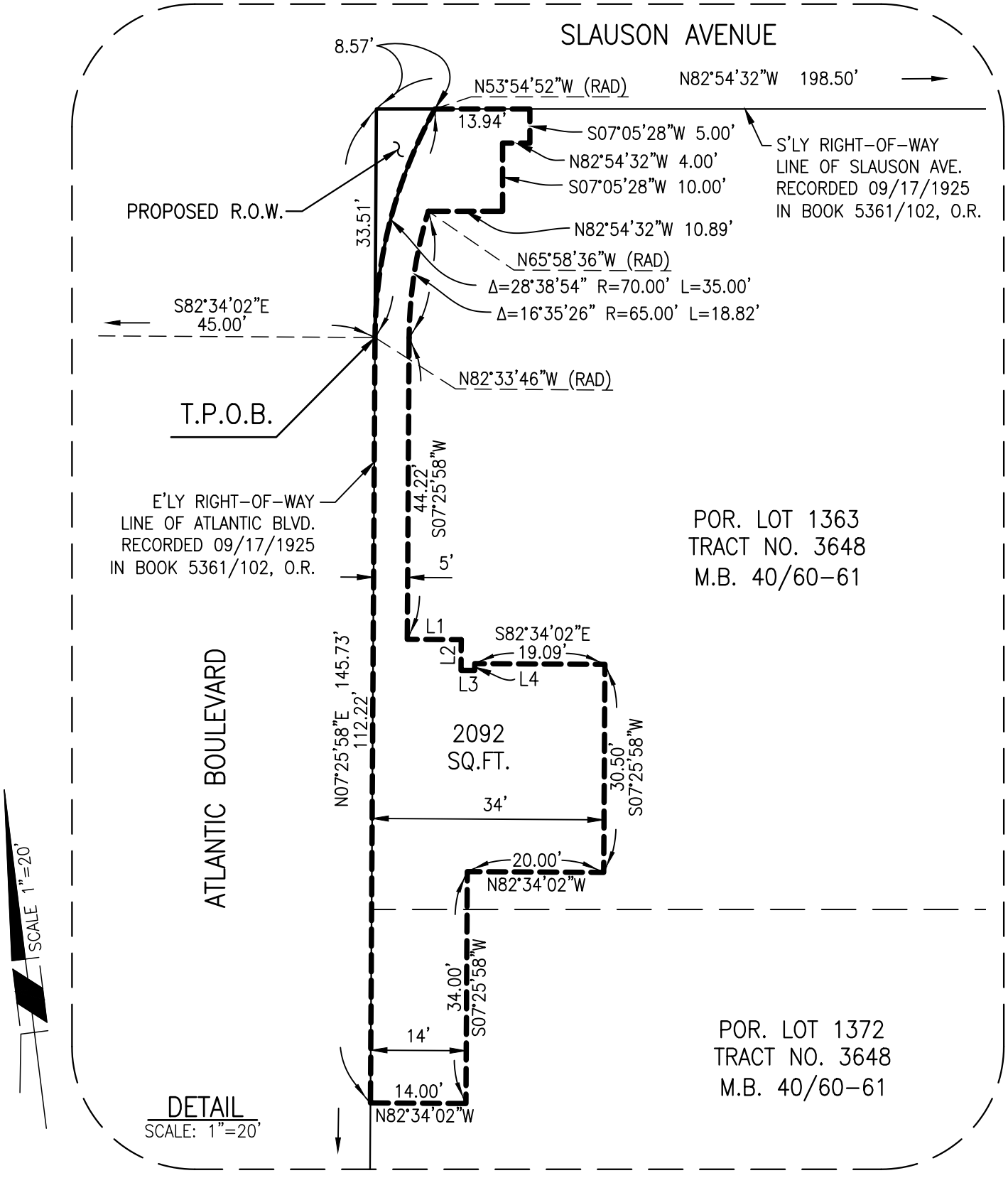
CONTAINING: 2092 SQ. FT. ±

EXHIBIT "B"

PLAT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

Date: 01/23/2024 Sheet 1 of 2



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GREGORY C. SEBOURN
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STATE OF CALIFORNIA

PN 2042639600

Temporary Construction Easement
Lots 1363 & 1372,
Tract No. 3648,
M.B. 40/60-61

CONTAINING: 2092 SQ. FT. ±

EXHIBIT "B"

PLAT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

Date: 01/23/2024 Sheet 2 of 2

RESOLUTION NO. 6380

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, DECLARING CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR PUBLIC PURPOSES AND AUTHORIZING THE ACQUISITION THEREOF IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (CERTAIN REAL PROPERTY INTERESTS ON APN 6313-013-030)

WHEREAS, the City of Maywood, California ("City" or "Maywood") seeks to construct the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements Project ("Project") to alleviate congestion, increase capacity, improve traffic circulation and safety within the Slauson Avenue Corridor in the City of Maywood. The proposed roadway improvements, sidewalk, public utility, drainage, and related improvements in connection with the Project are required to relieve congestion at the Slauson Avenue and Atlantic Boulevard intersection (Slauson/Atlantic intersection). The City of Maywood's circulation system bears a significant burden due to the City's dense development and its location to the nearby freeway system; and

WHEREAS, the construction of the Project will benefit the City and the public because Slauson Avenue and Atlantic Boulevard operate as the City's only major highways that provide access to all parts of the City and link Maywood to the nearby freeway system, including the Interstate 710 (I-710) and the Interstate 5 (I-5). The Slauson/Atlantic intersection is a primary intersection for local and through traffic. It currently experiences poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors. In addition, due to limited freeway access for Maywood and adjacent cities, the interchange of I-710 at Atlantic Boulevard is severely congested during the morning and evening peak hours; and

WHEREAS, as part of the Project, the City will construct a second left turn lane on eastbound Slauson Avenue, a second left turn lane on northbound Atlantic Boulevard, and other improvements to upgrade traffic signals along Slauson Avenue to enhance pedestrian and traffic safety. Further, the County of Los Angeles Department of Public Works will also upgrade all signalized intersections along Slauson Avenue to synchronize the traffic signals and include protected left turn phases to improve signal operation; and

WHEREAS, the Project requires the acquisition of an approximate 99 square foot permanent easement and an approximate 177 square foot temporary construction easement with a term of twelve (12) months (collectively "Subject Property Interests") on the real property located at 5901 Atlantic Boulevard, in the City of Maywood, California, and identified as Los Angeles County Assessor's Parcel Number 6313-013-030 ("Property"), which are described more particularly in Section 3 below; and

WHEREAS, the City is authorized to acquire the real property interests described

in Section 3 below for public use, namely for the construction of public street, roadway, sidewalk, public utilities, drainage, and all uses necessary or convenient thereto in connection with the Project pursuant to the authority conferred upon the City to acquire property by eminent domain by Section 19 of Article 1 of the California Constitution, California Government Code Sections 37350, 37350.5, 37351, and 40404 and California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.510, 1240.610, 1240.650, and by other provisions of law; and

WHEREAS, pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 7, 2024 to J&MGC, LLC, a California limited liability company, the record owner of the Subject Property Interests the City seeks to acquire. The letter and notice informed the owner of the City's intent to consider at its August 28, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests in connection with the Project. The notice advised the record owner of the owner's right to appear and be heard regarding the City's proposed adoption of the Resolution of Necessity by filing, within fifteen (15) days of the date the notice was mailed, a written request with the City to appear at the hearing. The notice specifically informed the record owner of the Subject Property Interests that the owner has an opportunity to appear before the City Council and raise questions about whether the public interest and necessity require the Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and whether the Subject Property Interests the City seeks to acquire from the owner of record are necessary for the Project; and

WHEREAS, the City Council held a hearing on August 28, 2024 at 6:00 p.m. at the Council Chambers of the City of Maywood City Hall located at 4319 East Slauson Avenue, Maywood, California 90270. The City Council provided to each person whose property is to be acquired by eminent domain an opportunity to be heard on those matters specified in the City's letter and notice pursuant to Code of Civil Procedure Section 1245.235.

NOW, THEREFORE, BE IT RESOLVED, by at least a two-thirds vote of the City Council under Code of Civil Procedure Sections 1240.030, 1240.040, 1245.220, 1245.230, and 1245.240, that the City does hereby find and determine as follows:

Section 1. Incorporation of Findings and Recitals. The City Council hereby specifically finds that all of the facts set forth in the above recitals of this Resolution are true and correct, are incorporated into this Resolution by this reference and constitute a material part of this Resolution.

Section 2. Adoption of a Resolution of Necessity. The City Council of the City of Maywood adopts Resolution No. 6380, A Resolution of the City Council of the City of Maywood, California, California, Declaring Certain Real Property Interests Necessary for Public Purposes and Authorizing the Acquisition Thereof in Connection with the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements Project (Certain Real Property Interests on APN 6313-013-030) ("Resolution of Necessity"). The City hereby adopts the Resolution of Necessity authorizing the acquisition by eminent domain of the

Subject Property Interests, which consist of the approximate 99 square foot permanent easement and the approximate 177 square foot temporary construction easement with a term of twelve (12) months described more particularly in Section 3. below in connection with the proposed construction of the Project pursuant to the authority conferred upon the City of Maywood to acquire property by eminent domain by Section 19 of Article 1 of the California Constitution, California Government Code Sections 37350, 37350.5, 37351, and 40404 and California Code of Civil Procedure Section 1230.010 et seq. (Eminent Domain Law), including but not limited to Sections 1240.010, 1240.020, 1240.110, 1240.120, 1240.510, 1240.610, 1240.650, and by other provisions of law.

Section 3. Subject Property Interests. The City hereby authorizes the acquisition by eminent domain of the following Subject Property Interests on the Property, which is located at 5901 Atlantic Boulevard, in the City of Maywood, California, and identified as Los Angeles County Assessor's Parcel Number 6313-013-030, for public use namely for the construction of public street, sidewalk, public utility, drainage, related improvements, and all uses necessary or convenient thereto in connection with the Project:

- An approximate 99 square foot permanent easement described more particularly on EXHIBIT A-1 and depicted on EXHIBIT B-1 attached hereto and incorporated herein by this reference for public street, sidewalk, public utility, drainage, related improvements, and all uses necessary or convenient thereto; and

- An approximate 177 square foot temporary construction easement with a term of 12 months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 attached hereto and incorporated herein by this reference to facilitate the construction of the Project.

Section 4. Environmental Review.

A. The environmental effects of the Project and the acquisition of the Subject Property Interests needed for the Project were studied and analyzed as an integral part of the Mitigated Negative Declaration ("MND") prepared for the Project pursuant to the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq., and the CEQA Guidelines, 14 Cal. Code Regs. Section 15000 et seq. ("CEQA Guidelines"). The City, as lead agency for the Project, prepared an Initial Study ("IS") in accordance with the requirements of CEQA. Based on the findings of the IS, a MND, and a Mitigation Monitoring and Reporting Program ("MMRP") were prepared. The MND and MMRP concluded that the Project, with proposed mitigation measures, would not have a significant effect on the environment.

B. The IS, MND, and MMRP (collectively "Environmental Documents") were released for a 30-day public comment period from February 21, 2024 until March 21, 2024 in accordance with the requirements of CEQA. The Environmental Documents were also posted with the State Clearinghouse, Los Angeles County Clerk's Office, and on the City's website. The City received one comment letter on the Environmental Documents regarding the Project from the California Department of Transportation. The

City prepared and provided a response to the comment letter. No additional CEQA correspondence was received during the public review period. The response to the comment is incorporated into the Final MND.

C. At its meeting on March 27, 2024, the City adopted Resolution No. 6342, A Resolution of the City Council of the City of Maywood California, Adopting a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program Pursuant to the Environmental Quality Act for the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvement Project. In adopting Resolution No. 6342, the City Council found that all of the facts set forth in the Recitals to Resolution No. 6342 are true and correct, and incorporated said Recitals into the Resolution.

D. In adopting Resolution No. 6342, the City Council also found, in its independent judgment after considering all the evidence in the record of proceedings for the Project, including without limitation the MND and testimony, if any, presented at the public meeting, that: (i) the MND was prepared in compliance with CEQA; (ii) the Project will not result in a significant effect on the environment because the mitigation measures described in the MMRP are incorporated as part of the Project; and (iii) there is no substantial evidence supporting a fair argument that the Project would result in any significant environmental impacts that cannot be mitigated to a less than significant level through implementation of those mitigation measures identified in the MND and included in the MMRP. Accordingly, the City Council found that the Project will not cause a significant unmitigated environmental effect. Further, in adopting Resolution No. 6342, the City Council also found that the MMRP was prepared pursuant to the requirements of CEQA and that such program is designed to ensure compliance with the mitigation measures during Project implementation.

E. On August 19, 2024, City Staff reviewed Resolution No. 6342 and the Environmental Documents in connection with the City's review of the proposed acquisition of the Subject Property Interests and determined that the Project and acquisition of the Subject Property Interest are consistent with the MND and MMRP. Pursuant to the criteria of Section 15162 of the CEQA Guidelines and Section 21166 of the Public Resources Code, City Staff concluded that no substantial changes have occurred in the Project, no substantial changes have occurred in the circumstances under with the Project is undertaken and the City has not obtained any new information of substantial importance that would require further environmental analysis. These environmental findings are the appropriate findings with respect to the proposed acquisition of the Subject Property Interests for the Project.

Section 5. The Public Interest and Necessity Require the Project. The Project, as planned and designed, is in the public interest and necessity. The Project will alleviate congestion, increase capacity, improve traffic circulation and safety within the Slauson Avenue Corridor in the City of Maywood. The proposed roadway improvements, utility relocation and related improvements in connection with the Project are required to relieve congestion at the Slauson/Atlantic intersection.

A. Alleviating congestion at the Slauson/Atlantic intersection is in the

public interest and necessity and will benefit the City and the public because Slauson Avenue and Atlantic Boulevard operate as the City's only major highways, which provide access to all parts of the City and link Maywood to the nearby freeway system, including Interstate 710 (I-710) and Interstate 5 (I-5). The Slauson/Atlantic intersection is a primary intersection for local and through traffic. It currently experiences poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors. In addition, due to limited freeway access for Maywood and adjacent cities, the interchange of I-710 at Atlantic Boulevard is severely congested during the morning and evening peak hours.

B. The level of service at the Slauson/Atlantic intersection is deficient due to heavy demand of eastbound left-turning vehicles traveling to the I-710 onramp on Atlantic. This results in negative impacts to Slauson Avenue. As planned and designed, the City seeks to improve circulation at the Slauson/Atlantic intersection by adding a second left turn lane on eastbound Slauson Avenue, a second left turn lane on northbound Atlantic Boulevard, and other improvements that upgrade traffic signals along Slauson Avenue to enhance pedestrian and traffic safety. The improved circulation is also in the public interest and necessity because it will allow emergency vehicles to have better access. Further, the County of Los Angeles Department of Public Works will also upgrade all signalized intersections along Slauson Avenue to synchronize the traffic signals and include protected left turn phases to improve operations.

C. As part the Project, the City will also close the mid-block median opening along Slauson Avenue to provide a longer eastbound dual left turn storage pocket and eliminate the conflicting left turn movements to and from the Food4Less commercial center. As planned and designed, the Project will reduce the width of the existing median islands along the east and west legs of Slauson Avenue and the north leg of Atlantic Boulevard and remove the existing median along the south leg of the Atlantic Boulevard intersection to accommodate the dual left turn lanes. The existing landscaping/trees, utilities and City entry monument signs within these median islands would be removed or relocated. In addition, the City plans to construct new curb returns at all four quadrants of the Slauson/Atlantic intersection. Further, the City plans to restripe lanes and the crosswalks to accommodate the new intersection geometries and lane configurations at the Slauson/Atlantic intersection.

D. The Project, as planned and designed, is consistent with the Circulation Element of the General Plan, which aims to accommodate the level of traffic generated by current and future development within the City and by present and future through traffic created by regional traffic growth. (Circulation Element, pg. 2). Goal 2 of the Circulation Element is to provide a local street system that accommodates current and future traffic volumes. Policy 2.1 of Goal 2 aims to update current roadway standards to reflect existing conditions and conform to County standards. Policy 2.2 of Goal 2 aims to implement all circulation improvements pursuant to the Master Circulation Plan (depicted in Figure C-2 of the Circulation Element). The Project will further the goals of the Circulation Element by improving the poor operating conditions at the Slauson/Atlantic intersection and alleviating the significant burden that Maywood's circulation system

currently bears. The widening of the Slauson/Atlantic intersection and upgrading of traffic signals along Slauson Avenue to enhance traffic safety will enable the City to better support current and future traffic volumes.

E. The Project, as planned and designed, will require the relocation of certain utilities to accommodate the road widening and traffic signal improvements of the Project. Some existing Southern California Edison-owned conduits and handholes may require relocation, adjustment, and/or removal. The Project may impact domestic water pipes in the Project area owned by Tri-City Mutual Water and Maywood Mutual Water Company's Number 1 and Number 2 It may require the removal of three existing water services, meters, and backflow preventers serving the existing median landscaping; removal of existing and installation of one new water service and meter; removal and reconstruction of twelve existing water valve boxes and covers; removal of one existing water valve box and cover; and removal of existing and installation of two new fire hydrants. The sewer pipes in the Project area are owned by the City of Maywood and the Los Angeles County Sanitation District. Six existing sewer manhole frames and covers may require adjustment to grade. The telecommunications utilities in the Project are owned by AT&T Distribution, Charter (Spectrum), Crown Castle, and MCI (Verizon). Some of these conduits may need to be relocated to accommodate the road widening and traffic signal improvements. The gas utilities in the Project area are owned by Southern California Gas Company (Distribution). Eight existing gas valve boxes and covers may require adjustment to grade and some of the gas lines may need to be relocated to accommodate the road widening and traffic signal improvements. Additional utility adjustments, relocations, and/or removals may be required at each curb return where traffic signal improvements are proposed.

F. To the extent that the Project will impact the interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Section 6. The Project is Planned and Located in the Manner that will be Most Compatible with the Greatest Public Good and the Least Private Injury.

A. The Project is planned and located in the manner that is most compatible with the greatest public good and the least private injury. The Project is

planned and designed to construct necessary public street, sidewalk, public utility, drainage, and related improvements to alleviate congestion, improve safety and traffic circulation consistent with the Circulation Element of the General Plan. The Project is intended to improve the operation of the Slauson/Atlantic intersection, relieve congestion during both a.m. and p.m. peak hours, and alleviate existing queuing conditions to accommodate projected traffic in the area. The location of the Project's road widening is at the intersection of the City's only major highways. As mentioned above, Atlantic Boulevard and Slauson Avenue provide access to all parts of the City and link Maywood to the nearby freeway system, including the I-710 and the I-5. The location of the Project, as planned and designed, is most compatible with the greatest public good because the proposed road widening is located at the intersection of the primary facilities in the City for local and through traffic. The City's major highways currently experience poor operating conditions due to heavy southbound through traffic on Atlantic Boulevard, heavy volumes on both approaches of Slauson Avenue, and heavy truck conditions on these two corridors.

B. The Project, as planned and located, is also planned and designed to minimize the impact on private parcels. The Subject Property Interests consist of minor acquisitions of permanent easements and temporary construction easements that are necessary to accommodate dual left turn lanes at the intersection in the eastbound Slauson Avenue and northbound Atlantic Boulevard direction, reconstruct the curb returns at all four corners of the intersection, and re-stripe the roadway and intersection to accommodate the new intersection geometries and lane configurations. Further, the Subject Property Interests are required to construct new ADA-compliant curb ramps and to relocate certain utilities. The Project will not require the relocation of any businesses or people.

C. The Project, as planned and designed, will require the relocation of certain utilities to accommodate the road widening and traffic signal improvements of the Project. Some existing Southern California Edison-owned conduits and handholes may require relocation, adjustment, and/or removal. The Project may impact domestic water pipes in the Project area owned by Tri-City Mutual Water and Maywood Mutual Water Company's Number 1 and Number 2 It may require the removal of three existing water services, meters, and backflow preventers serving the existing median landscaping; removal of existing and installation of one new water service and meter; removal and reconstruction of twelve existing water valve boxes and covers; removal of one existing water valve box and cover; and removal of existing and installation of two new fire hydrants. The sewer pipes in the Project area are owned by the City of Maywood and the Los Angeles County Sanitation District. Six existing sewer manhole frames and covers may require adjustment to grade. The telecommunications utilities in the Project are owned by AT&T Distribution, Charter (Spectrum), Crown Castle, and MCI (Verizon). Some of these conduits may need to be relocated to accommodate the road widening and traffic signal improvements. The gas utilities in the Project area are owned by Southern California Gas Company (Distribution). Eight existing gas valve boxes and covers may require adjustment to grade and some of the gas lines may need to be relocated to accommodate the road widening and traffic signal improvements. Additional utility adjustments, relocations, and/or removals may be required at each curb return

where traffic signal improvements are proposed.

D. To the extent that the Project will impact the interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Section 7. The Subject Property Interests Described in the Resolution of Necessity are Necessary for the Project. The City cannot construct the Project, as planned and designed, without the acquisition of the Subject Property Interests.

Section 8. Offer Pursuant to Government Code Section 7267.2. The City extended a written offer dated May 6, 2024 pursuant to Government Code Section 7267.2 to the owner of record, J&MGC, LLC, a California limited liability company. The offer letter contained an appraisal summary statement that described the zoning, highest and best use of the larger parcel, explained the appraiser's valuation methodology, and included the comparable sales data relied on by the appraiser. The offer letter offered to pay the reasonable costs, up to $5,000, of an independent appraisal pursuant to Code of Civil Procedure Section 1263.025. Further, the offer letter included an eminent domain pamphlet explaining the eminent domain process and the rights of the record owner.

Section 9. Notice Pursuant to Code of Civil Procedure Section 1245.235. Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 7, 2024 to the owner of record, J&MGC, LLC, a California limited liability company, the record owner of the Subject Property Interests the City seeks to acquire. The letter and notice informed the owner of the City's intent to consider at its August 28, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests in connection with the Project. The notice advised the record owner of the owner's right to appear and be heard regarding the City's proposed adoption of the Resolution of Necessity by filing, within fifteen (15) days of the date the notice was mailed, a written request with the City to appear at the hearing. The notice specifically informed the record owner of the Subject Property Interests that the owner has an opportunity to appear before the City Council and raise questions about whether the public interest and necessity require the Project; whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and whether the Subject Property

Interests the City seeks to acquire from the owner of record are necessary for the Project.

Section 10. Findings. Based on the evidence presented at the hearing regarding the acquisition of the Subject Property Interests for the Project, including the Agenda Report, the documents referenced therein, and any oral or written testimony at the hearing, the City Council hereby finds and determines that:

A. The public interest and necessity require the Project;

B. The Project is planned and located in the manner that will be most compatible with the greatest public good and least private injury;

C. The Subject Property Interests, consisting of the 99 square foot permanent easement described more particularly in EXHIBIT A-1 and depicted on EXHIBIT B-1 hereto and the approximate 177 square foot temporary construction easement with a term of twelve (12) months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 hereto, are necessary for the Project; and

D. The offer required by Government Code Section 7267.2 has been made to the owner of record of the Subject Property Interests the City seeks to acquire

Section 11. Existing Public Uses. To the extent that the Project will impact interests of easement holders in the area of the Subject Property Interests, the public use for which the City seeks to acquire the Subject Property Interests, namely for public street, public utilities, drainage improvements, and all uses necessary or convenient thereto in connection with the Project is a joint and compatible use and will not unreasonably interfere with or impair the continuance of the public use to which any easement holders may have appropriated the Subject Property Interests (Code of Civil Procedure Section 1240.510). To the extent that the Project will require the relocation of the interests/facilities of easement holders located in the area of the Subject Property Interests and impacted by the Project, the City's use of the Subject Property Interests for the Project is for a more necessary public use within the meaning of Code of Civil Procedure Section 1240.650 than the uses to which said public utility easement holders have appropriated any easements located in the area of the Subject Property Interests. Accordingly, the City is authorized to acquire the Subject Property Interests pursuant to Code of Civil Procedure Sections 1240.510, 1240.610, and 1240.650.

Section 12. Incorporation of Agenda Report and Documents Referenced Therein. The findings and declarations contained in this Resolution are based upon the record before the City Council, including the Agenda Report, and all documents referenced therein, all of which are incorporated herein by this reference and testimony and/or comments submitted to the City by the record owner or the owner's representative(s). These documents include, but are not limited to the City of Maywood General Plan, Circulation Element, offer letter sent to the owner pursuant to Government Code Section 7267.2, notice pursuant to Code of Civil Procedure Section 1245.235, and Environmental Documents relating to the Project.

Section 13. Authorization to File Eminent Domain Proceeding. The City Attorney's Office is authorized to take all steps necessary to commence and prosecute legal proceedings in a court of competent jurisdiction to acquire the Subject Property Interests, consisting of the approximate 99 square foot permanent easement described more particularly in EXHIBIT A-1 and depicted on EXHIBIT B-1 hereto, and the approximate 177 square foot temporary construction easement with a term of twelve (12) months described more particularly on EXHIBIT A-2 and depicted on EXHIBIT B-2 hereto.

Section 14. City Manager Authority. The City Manager is authorized to execute all necessary documents in connection with the eminent domain proceeding.

Section 15. Certification. The City Clerk shall certify the adoption of this Resolution.

Adopted by the City on August 28, 2024, by the following votes:

AYES:

NOES:

ABSENT:

PASSED, APPROVED AND ADOPTED THIS 28th DAY OF AUGUST, 2024.

_____
Eddie De La Riva, Mayor

ATTEST:

_____
Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

EXHIBIT A-1

LEGAL DESCRIPTION OF PERMANENT RIGHT-OF-WAY EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

RIGHT-OF-WAY EASEMENT
PARCEL 2, PARCEL MAP NO. 15932, P.M.B. 174/3-4

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MAYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 15932 AS SHOWN ON A MAP FILED IN BOOK 174, PAGES 3 AND 4 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ATLANTIC BOULEVARD WITH THE CENTERLINE OF SLAUSON AVENUE AS SHOWN ON SAID PARCEL MAP NO. 15932;

THENCE ALONG SAID CENTERLINE OF SLAUSON AVENUE NORTH 82°54'32" WEST 70.96 FEET;

THENCE LEAVING SAID CENTERLINE, AT A RIGHT ANGLE, SOUTH 07°05'28" WEST 55.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE AS SHOWN ON SAID MAP, SAID POINT BEING THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 42.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 34°53'25" EAST;

THENCE ALONG SAID CURVE SOUTHEASTERLY 32.83 FEET THROUGH A CENTRAL ANGLE OF 44°47'23" TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD AS SHOWN ON SAID MAP;

THENCE NON-TANGENT FROM SAID CURVE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 07°25'58" EAST 4.47 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.00 FEET;

THENCE ALONG SAID CURVE NORTHERLY AND NORTHWESTERLY 31.54 FEET THROUGH A CENTRAL ANGLE OF 90°20'30" TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 82°54'32" EAST 0.51 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 99 SQUARE FEET, MORE OR LESS;

SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD, IF ANY.

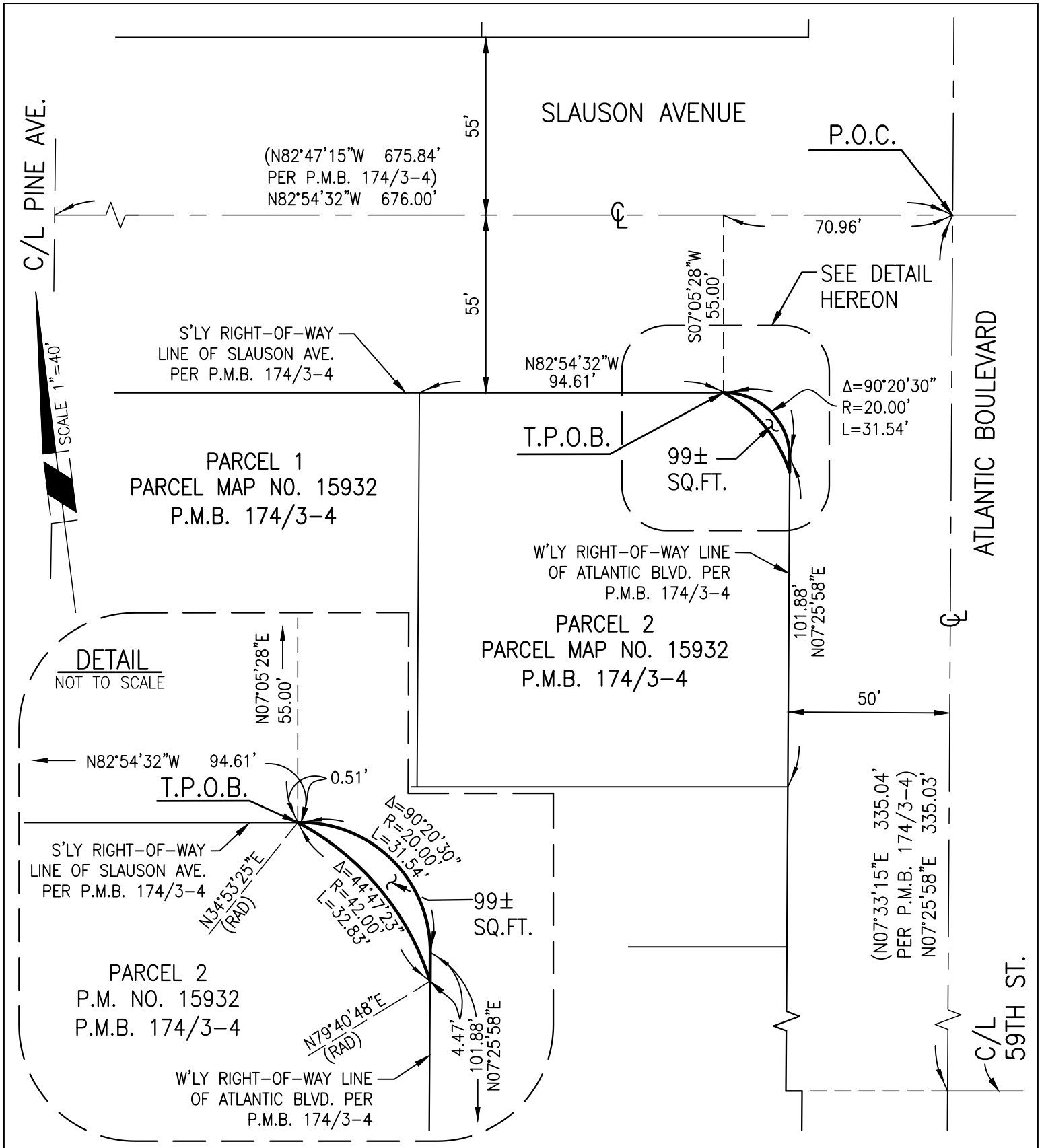
EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

11/30/2023
GREGORY C. SEBOURN, P.L.S. 8395 DATE

STANTEC
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618-5312
PN 2042639600

EXHIBIT B-1
DEPICTION OF PERMANENT RIGHT-OF-WAY EASEMENT



Stantec
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Irvine, CA 92618-5312
(949) 923-6000
www.stantec.com

PROFESSIONAL LAND SURVEYOR
GREGORY C. SEBOURN
LS 8395
STATE OF CALIFORNIA

PN 2042639600

Right-of-Way Easement
Parcel 2,
Parcel Map No. 15932,
P.M.B. 174/3-4

CONTAINING: 99 SQ. FT. ±

EXHIBIT "B"

PLAT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

Date: 11/30/2023 Sheet 1 of 1

EXHIBIT A-2

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
PARCEL 2, PARCEL MAP NO. 15932, P.M.B. 174/3-4

THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF MAYWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 15932 AS SHOWN ON A MAP FILED IN BOOK 174, PAGES 3 AND 4 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF ATLANTIC BOULEVARD WITH THE CENTERLINE OF SLAUSON AVENUE AS SHOWN ON SAID PARCEL MAP NO. 15932;

THENCE ALONG SAID CENTERLINE OF SLAUSON AVENUE NORTH 82°54'32" WEST 70.96 FEET;

THENCE LEAVING SAID CENTERLINE, AT A RIGHT ANGLE, SOUTH 07°05'28" WEST 55.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE AS SHOWN ON SAID MAP, SAID POINT BEING THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 42.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 34°53'25" EAST;

THENCE ALONG SAID CURVE SOUTHEASTERLY 32.83 FEET THROUGH A CENTRAL ANGLE OF 44°47'23" TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD AS SHOWN ON SAID MAP;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 07°25'58" WEST 12.81 FEET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 82°34'02" WEST 2.50 FEET;

THENCE NORTH 07°25'58" EAST 6.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 38.04 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 88°05'51" EAST;

THENCE ALONG SAID CURVE NORTHWESTERLY 35.31 FEET THROUGH A CENTRAL ANGLE OF 53°10'36" TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 58.50 FEET, A RADIAL LINE OF SAID CURVES TO SAID POINT BEARS NORTH 33°53'52" EAST;

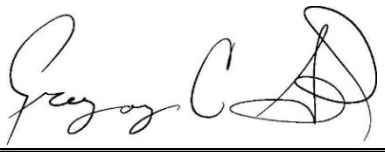
THENCE ALONG SAID CURVE NORTHWESTERLY 9.37 FEET THROUGH A CENTRAL ANGLE OF 09°10'22" TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 82°54'32" EAST 10.53 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 177 SQUARE FEET, MORE OR LESS;

SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD, IF ANY.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.



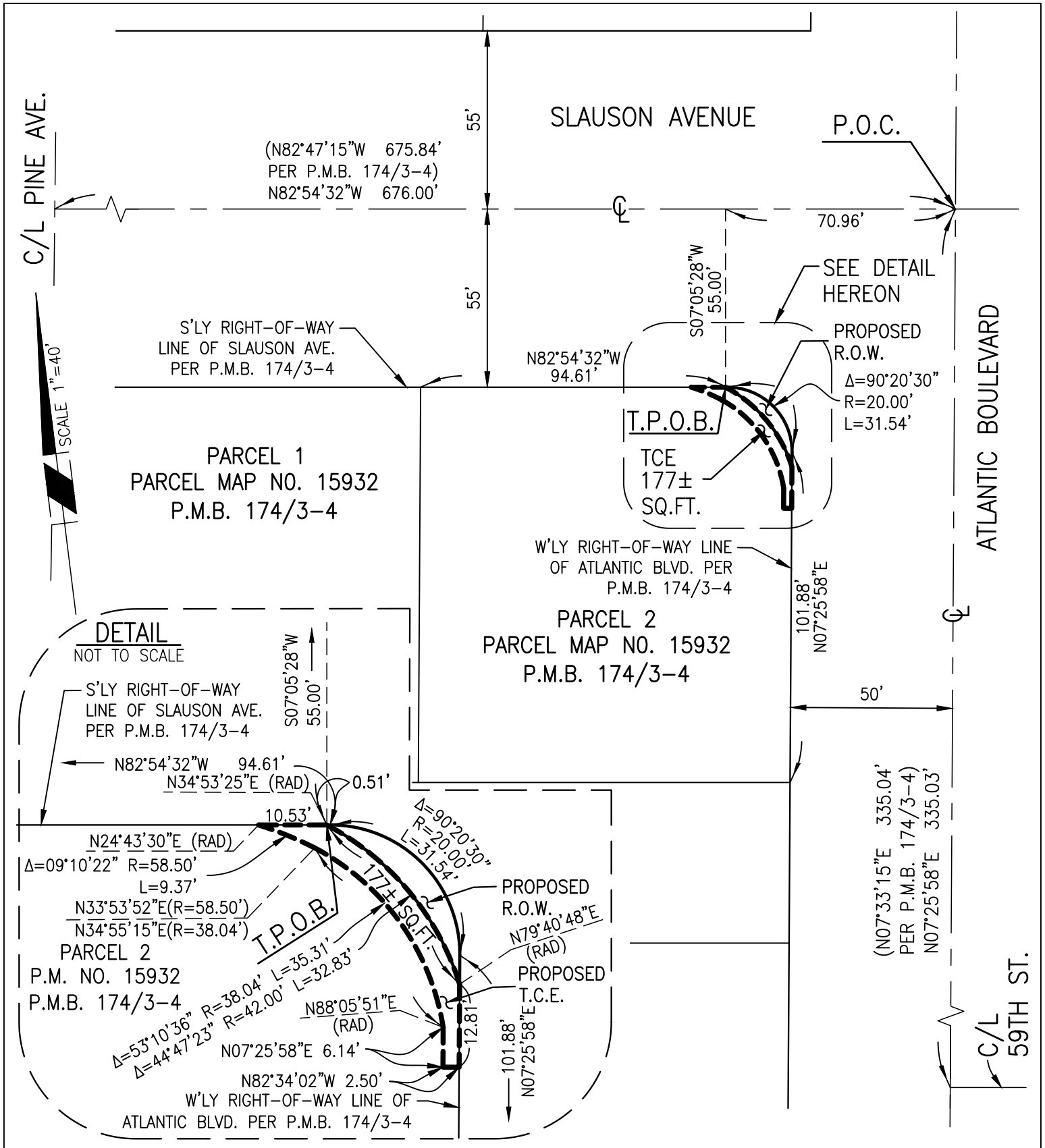
01/18/2024

GREGORY C. SEBOURN, P.L.S. 8395 DATE

STANTEC
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618-5312
PN 2042639600

EXHIBIT B-2

DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT



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PROFESSIONAL LAND SURVEYOR
GREGORY C. SEBOURN
LS 8395
STATE OF CALIFORNIA

PN 2042639600

Temporary Construction Easement
Parcel 2,
Parcel Map No. 15932,
P.M.B. 174/3-4

CONTAINING: 177 SQ. FT. ±

EXHIBIT "B"

PLAT

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Date: 01/18/2024 Sheet 1 of 1

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 3.

DATE: August 28, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR
RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: REVENUE REPORT JULY 2024

RECOMMENDATION:
Staff recommends that the City Council receive and file the Revenue Report for the month of July 2024.

BACKGROUND:
In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue Report for the City Council's review.

DISCUSSION:
General Fund revenues are not received evenly throughout the fiscal year. During the first half of the fiscal year there is always an issue of timing difference whereby cash receipts do not align with the projected budget forecast, but during the second half of the year the cash receipts begin to align with the projected budget. See attachment 1 and 2 for revenue details comparison between July 2023 and July 2024 and explanations in the "**Comments"** column.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
There is no fiscal impact with this action.

ATTACHMENT(S)
1. July 2024 - City of Maywood FY 2024-2025 General Fund
2. July 2024 - City of Maywood FY 2024-2025 Special Revenue Fund

Year-To-Date Revenue Report-General Fund
FY 2024-2025
As of July 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July 2023	July 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(C divided by A)	
Taxes:							
4203/4302	Franchise & Collectors Fee	$ 570,000	$ -	$ -	$ -	0.00%	Received Quarterly.
Various	Property Taxes	814,022	-	-	-	0.00%	Major payments receive in December and March.
4211	Utility Users Tax	1,400,000	-	-	-	0.00%	Received in the following month.
4206	Transfer Tax	16,000	-	-	-	0.00%	Based on activities.
4202	Transient Occupancy Tax (TOT)	105,000	-	-	-	0.00%	Received Quarterly.
4212	Cannabis Sales Tax	1,750,000	-	-	-	0.00%	Received Quarterly.
4201	Sales and Use Tax (Retail Sales Tax)	2,335,201	-	-	-	0.00%	Payment starts in September.
Taxes Total		**$ 6,990,223**	$ -	$ -	$ -	**0.00%**	
Licenses & Permits:							
4301	Compliance Program Fee	$ 45,000	-	$ -	$ -	0.00%	Payment received in March annually.
Various	Plumbing, Electrical & Conditional/Land Used Permits	13,600	818	1,526	708	11.22%	Permits fluctuate based on activities.
4305	Public Works Permit Fees	150,000	6,388	6,817	429	4.54%	Fees fluctuate based on activities.
Various	Other Fees & Permits	24,154	1,764	2,700	936	11.18%	Fees fluctuate based on activities.
4320	Occupancy Permits	600	-	-	-	0.00%	
4313	Building Permits	50,000	3,573	6,983	3,410	13.97%	Fees fluctuate based on activities.
4307	Commercial Cannabis Renewal Fees	74,250	-	-	-	0.00%	Five business licenses; one due in September and four due in April.
4322	Parking Permits	63,000	80	100	20	0.16%	Parking Permits issued during Sept.
4311	Apartment License	20,000	-	-	-	0.00%	Majority of payments are received in January-March.
4205	Business License Tax	240,000	-	-	-	0.00%	Majority of payments are received in January-March.
4110	Vehicle License Fees Excess	31,000	-	-	-	0.00%	
4107	Motor Vehicle License Fee (VLF) in lieu	3,639,513	-	-	-	0.00%	City receives two payments per year; January and May.
Licenses and Permits Total		**$ 4,351,117**	**$ 12,623**	**$ 18,126**	**$ 5,503**	**0.42%**	

Year-To-Date Revenue Report-General Fund
FY 2024-2025
As of July 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July 2023	July 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(C divided by A)	
Charges for Services:							
4701	Waste Management Assessment	$ -	$ -	$ -	$ -	0.00%	
4704	Plan Check Fees	58,000	2,493	3,488	995	6.01%	Fees fluctuate based on activities.
4702	Rents & Concessions	23,800	1,985	1,985	-	8.34%	Monthly payments.
Charges for Services Total		**$ 81,800**	**$ 4,478**	**$ 5,473**	**$ 995**	**6.69%**	
	Fines and Forfeitures:						
4401	Penalties: Apt & Bus License	$ 9,000	$ -	$ -	$ -	0.00%	Penalties generally occurr after February.
4404	Southeast Municipal Court (SEMC)/ Court Collections	220,000	19,079	21,785	2,706	9.90%	Monthly Payments.
4403	Citations: Administrative	5,000	1,000	-	(1,000)	0.00%	Code Enforcement Citations fluctuate based on activities.
4402	Citations: Parking	412,000	2,483	1,940	(543)	0.47%	Fees fluctuate based on activities. Payments are received two months after the citations are paid to third party.
Fines and Forfeitures Total		**$ 646,000**	**$ 22,562**	**$ 23,725**	**$ 1,163**	**3.67%**	
Leases and Concessions:							
4501	Leased Property Rental Income	$ 61,400	$ 4,917	$ 4,917	$ -	8.01%	Payments received monthly.
Leases and Concessions Total		**$ 61,400**	**$ 4,917**	**$ 4,917**	**$ -**	**8.01%**	
Miscellaneous:							
4817	Good Corporate Citizen Program	$ 20,000	$ -	$ -	$ -	0.00%	Payment received in March.
4803	Interest Income	475,000	-	-	-	0.00%	Internal allocations are done quarterly.
Various	Miscellaneous Revenue	72,900	10	910	900	1.25%	Budgeted based on prior year's actual.
4800	Transfer In -General	495,705	-	-	-	0.00%	Internal allocations are done quarterly.

Year-To-Date Revenue Report-General Fund
FY 2024-2025
As of July 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July 2023	July 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(C divided by A)	
Miscellaneous Revenue Total		**$ 1,063,605**	**$ 10**	**$ 910**	**$ 900**	0.09%	
Retiree Pension Levy:							
4830	Retiree Pension Levy	$ 1,300,000	$ -	$ -	$ -	0.00%	Payment starts in November.
Retiree Pension Levy Total		**$ 1,300,000**	**$ -**	**$ -**	**$ -**	**0.00%**	
General Fund Revenue Total		**$ 14,494,145**	**$ 44,590**	**$ 53,151**	**$ 8,561**	**0.37%**	

Year-To-Date Revenue Report-Special Revenue Funds
FY 2024-2025
As of July 31, 2024

Fund	Fund Description	Adopted Budget FY 2024-25	July 2023	July 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(A divided by C)	
212	Gas Tax Fund	$ 721,127	$0.00	$0.00	$0.00	0.00%	Payments start in September.
214	Transportation Development Act (TDA) Bikeway	25,213	-	-	-	0.00%	Reimbursement based on actual expenditures.
216	SB-1 Road Maintenance Rehabilitation Act Fund	643,264	-	-	-	0.00%	Payments start in October.
221	Proposition A Transit Fund	690,396	65,646	63,757	(1,889)	9.23%	Received monthly.
222	Proposition C Transit Fund	582,762	54,990	53,197	(1,793)	9.13%	Received monthly.
223	Air Quality Management District (AQMD) Fund	35,300	-	-	-	0.00%	Received quarterly.
224	Measure R Transit Fund	429,999	40,815	39,661	(1,154)	9.22%	Received monthly.
225	Measure M Transit Fund	498,766	45,685	44,912	(773)	9.00%	Received monthly.
232	Supplemental Law Enforcement Services Fund (SLESF) Grant	100,000	-	-	-	0.00%	Payments start in October.
243	Community Development Block Grant (CDBG)	625,365	-	-	-	0.00%	Reimbursement based on actual expenditures starting in September
251	Street Lighting Fund	174,520	-	-	-	0.00%	Payments start in November.
611	Redevelopment "Successor" Agency Fund	-	-	320	320	0.00%	
261	Federal / State / County Grants	18,732,814	-	-	-	0.00%	Reimbursement based on actual expenditures.
272	Measure A Park Fund	784,903	-	-	-	0.00%	Reimbursement based on actual expenditures.
280	Measure W Safe Clean Water Program Fund	198,061	-	-	-	0.00%	Payment received by December.
412	Sewer Enterprise Fund	326,000	-	-	-	0.00%	Payment starts in November.
501	PLHA Fund (Permanent Local Housing Allocation)	655,794	-	-	-	0.00%	Reimbursement based on actual expenditures.
Special Revenue Funds Total		**$ 25,224,284**	**$ 207,136**	**$ 201,847**	**$ (5,289)**	**0.80%**	

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 4.

DATE: August 28, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR
RAUL HERRERA, SENIOR ACCOUNTANT

SUBJECT: MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL JULY 2024

RECOMMENDATION:
Staff recommends that the City Council receive and file the attached cash and investment report for July 2024.

BACKGROUND:
In accordance with the City of Maywood's Adopted Investment Policy (Resolution No. 6360 dated 6/26/2024) and to provide information to the City Council, the City's Finance Department prepares a *Monthly Cash and Investment Report* for the City Council's review. The report will show the City's cash position at the month's end as well as investments.

DISCUSSION:
The cash and investment balances are across all funds of the City and include restricted, unrestricted, and budgeted amounts. These balances do not represent the available balance for spending as most are either restricted or have already been appropriated for in the City budget. The purpose of this report is to show the cash and investment balances as reported on a date only and does not represent the City's available fund balance. The investment program provides sufficient liquidity to meet six months of estimated expenditures. All investments are in compliance with California state code 503600 and the City of Maywood Investment Policy.

The City maintains cash in a General Account, investments in the Local Agency Investment Fund (LAIF), investments in the California Employers' Retiree Benefit Trust (CERBT) a Section 115 trust fund dedicated to prefunding other Post-Employment Benefits (OPEB), and investments in the California Employers' Pension Prefunding Trust (CEPPT). The attached report shows the cash and investments as of July 31, 2024.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
There is no fiscal impact involved with approving this report.

ATTACHMENT(S)
1. July 2024 Cash and Investment Report

City of Maywood, California
Cash and Investments Report
As of July 31, 2024

Description	Type	Ending Balance as of 7/31/2024
A - Non-Investment Cash Accounts		
A1 - US Bank - July 2024	Cash	$3,025,078.39
A2 - Total Cash Accounts		**$3,025,078.39**
B - Investment Accounts		
B1 - Local Agency Investment Fund (LAIF)	Pooled Money Investment Account (PMIA)	$15,808,134.12
B2 - California Public Employees' Retirement System (CalPERS) California Employers' Retiree Benefit Trust (CERBT) Calculated Report Results as of July 31, 2024	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	$1,015,284.03
B3 - California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT) Calculated Report Results as of July 31, 2024	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	$1,082,857.91
B4 - Total Investment Accounts		**$17,906,276.06**
C - Total Cash and Investments		**$20,931,354.45**

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 5.

DATE: August 28, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: LUZ MARIA, ACCOUNTING SPECIALIST
RIMO HANSON, FINANCE DIRECTOR

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6375 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

RECOMMENDATION:
Staff recommends that the City Council receive, approve and file the warrant and ACH registers and payroll wire transfers dated 07/15/2024 through 08/15/2024, and adopt Resolution No. 6375 approving Warrants for Payment.

BACKGROUND:
Staff provides warrant registers and wire transfers to City Council as part of Management Controls. The City utilizes resolutions for approving warrants for payment to comply with Section 3-2.06 of the Municipal Code regarding Warrants for Payments. Exhibit A entitled Summary of Warrants and Wire Transfers/ Automated Clearing House (ACH) Transactions serves as a Management Control for complying with Section 3-2.06. Exhibit B entitled Detail of Warrants serves as evidence of Internal Controls utilized by City Finance staff that support these Management Controls for payments made by the City. These controls are carried out through the submission of all required documents supporting the invoices submitted for payment. Prior to payment, the Finance staff reviews - as an Internal Control that supports the Management Control - all disbursement documents to ensure that they meet the approval requirements.

DISCUSSION:
A - PAYMENT APPROVAL - Pursuant to paragraph 37202 of the California Government Code, demands (called Warrant Demand) against the City for payment shall be audited and thereafter submitted to the City Council for approval or rejection prior to payment, either separately or in a register of audited demands and shall have attached thereto affirmation of the City Treasurer and City Finance Director certifying the accuracy of the demands and the availability of funds for payment. This is accomplished using:

A1 - Warrants Registers or checks certified or approved by the City Treasurer and Finance Director as conforming to authorized expenditures set forth in the City Council adopted City Budget.

A1.1 Prepayments – pre-paying allows the City to take advantage of allowable prompt payment discounts and make payments on due dates of invoices. This involves the issuance of checks prior to final warrant approval. Automated Clearing House (ACH) transactions are made using a network that electronically moves money

between the City's bank accounts to a payee's bank account. This is reflected in the Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable prepaid warrants for payment. Wire Transfer is a method of electronic funds transfer from the City of Maywood to one person or organization (payrolls and fees for electronic transfers).

A1.2 Regular Payment – To avoid late fees for payments made beyond due dates of invoices, checks are prepared prior to final warrant approval by the City Council. This is reflected in the Summary Warrants for Payment and Wire Transfers/ACH Transactions as Accounts Payable regular warrants for payment. After City Council approval, the checks are signed and distributed.

B - DOCUMENTATION – The City uses a Management Control by producing a summary document (Exhibit A-Summary Warrants for Payment and Wire Transfers/ACH transactions) that represents the cash disbursements required and the City uses an Internal Control by producing a detailed document (Exhibit B – Detail Warrants for Payment) that details information about each check issued for Prepaids and or to-be-paid for Regular Payments. These "disbursements" are accounted for in the FY2023-24 budget.

B1 – SUMMARY WARRANTS FOR PAYMENT AND WIRE TRANSFERS/ACH TRANSACTIONS provide an accounting of the Accounts Payable Registers, wire transfers (method of electronic funds transfer from the City of Maywood to one person or organization), and Automated Clearing House (ACH)transactions.

B2 – DETAIL WARRANTS FOR PAYMENTS provides the detailed information of approved payments made to the City's vendors and contractors by check number, identification of prepaid, date of warrant, vendor name, check amount, transaction description, and fund source. Wire transfers also enable the City to send electronic funds to the bank accounts of the City's vendors and contractors. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above-referenced dates.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
The total disbursements for Warrant Registers are $1,897,156.81 for the period of 7/15/24 to 08/15/24. This amount consists of Warrant Registers of $1,172,022.48, ACH registers of $523,324.69, and Payroll Wire Transfers of $201,809.64

F.Y. 24-25 Impact: Summary of the Warrant/ACH Registers disbursements by Fund.	**Current F.Y. Budget:2024/2025**

Fund Impacted:

Fund	**Amount**
100- General Fund	$875,691.11
212-Gas Tax Fund	$40,360.20
221-Proposition A Fund	$38,347.97
222-Proposition C Fund	$14,644.85
224-Measure R Fund	$19,814.85
225- Measure M Fund	$1,589.80
243-CDBG Fund	$105,686.82
251-Street Lighting Fund	$16,728.79
261-Grants Fund	$75,292.42
273-Local Fiscal Fund	$16,043.57

280-Measure W Fund	$11,378.58	
611-Successor Agency Fund	$56,303.21	
711-Pension/Retirement Fund	$423,465.00	
Total	**$1,695,347.17**	
Account Number: Various General Ledger Accounts		

ATTACHMENT(S)

1. Resolution No.6375 Approving the Warrants for Register 8.28.24
2. Exhibit A Summary Warrant Demand 8.28.24
3. Exhibit B Warrant Register Detail 8.28.24

RESOLUTION NO. 6375

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

WHEREAS, the following listed demands have been reviewed by the Director of Finance, and

WHEREAS , the Director of Finance has certified to the accuracy and availability of funds for payment thereof, and

WHEREAS, the register of audited demands is hereby submitted to the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency for approval.

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions for $1,897,156.81 are hereby ratified:

- Exhibit A – Summary of Warrants and Wire Transfers/ACH Transactions
- Exhibit B – Detail of Warrants

PASSED, APPROVED AND ADOPTED THIS 28th day of August 2024.

_____
Eddie De La Riva, Mayor

ATTEST:

_____
Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Brian E. Juarez, City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Resolution, being Resolution No.6375, was duly passed, approved by not less than three members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 28th day of August, 2024, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

_____
Brian E. Juarez, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, August 28, 2024

Accounts Payable			**Amount**
Accounts Payable void warrants for payment: Checks No. 092436,092443,092448 and 092451		$	-
Accounts Payable prepaid warrants for payment: Checks No. 092362 - 092435		$	896,806.73
Accounts Payable regular warrants for payment: Checks No. 092436 - 092486		$	275,215.75
Accounts Payable regular warrants for payment: ACH No. ACH-175 - ACH-193		$	523,324.69
	Sub-total	$	1,695,347.17
Payroll /Wire Transfer			
07/18/24 Payroll Pay Period 7/1/2024 - 7/13/2024		$	66,394.53
08/01/24 Payroll Pay Period 7/14/2024 - 7/27/2024		$	66,134.03
08/15/24 Payroll Pay Period 7/28/2024 - 8/10/2024		$	68,836.07
	Sub-total	$	201,809.64
	Total Demands	**$**	**1,897,156.81**

City of Maywood
Warrant Registers (Checks and ACH)
From 7/25/2024 Through 8/15/2024

Check No.	Prepaids (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092362	P	45491	Jhomayra Camacho	750.00	City Council Photography	General Fund	100
092363	P	45495	Los Angeles County Registrar-Recorder/County Clerk	75.00	Atlantic & Slauson Proj-Notice of Exemption	General Fund	100
092364	P	8/1/2024	Gloria Molleda	3,290.00	Professional Services-Election June 2024	General Fund	100
092365	P	8/2/2024	Beam Global	902.50	Upgrades EV Charging Station	General Fund	100
092366	P	8/2/2024	S&H Civil Works	87,801.57	Sidewalk Rehabilitation Proj FY23-24-Jun 2024	CDBG	243
092367	P	8/2/2024	Alejandro Cervantes	8,863.00	Centennial Celebration - DJ services	General Fund	100
092368	P	8/2/2024	Alta Environmental	2,907.95	MS4 Permit Support- June 2024	Measure W Fund	280
092369	P	8/2/2024	Amazon Capital Services	948.31	Various Dept Office Supplies &Comm Event Supplies	General Fund	100
092370	P	8/2/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,405.25	Software Subscriptions- July 2024	General Fund	100
092370	P	8/2/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	3,630.00	IT Services- July 2024	General Fund	100
092371	P	8/2/2024	AT&T	28.89	Emergency Elevator Phone Service- 6/10/24-7/9/24	General Fund	100
092372	P	8/2/2024	AT&T U-verse	116.99	Internet Services 7/19/24- 8/18/24	General Fund	100
092373	P	8/2/2024	Benefit Coordinators Corporation (BCC)	1,639.37	Dental and Vision Benefits for July 2024	General Fund	100
092373	P	8/2/2024	Benefit Coordinators Corporation (BCC)	152.75	Dental and Vision Benefits for July 2024	Gas Tax Fund	212
092373	P	8/2/2024	Benefit Coordinators Corporation (BCC)	10.45	Dental and Vision Benefits for July 2024	Proposition A Transit Fund	221
092373	P	8/2/2024	Benefit Coordinators Corporation (BCC)	33.16	Dental and Vision Benefits for July 2024	Proposition C Transit Fund	222
092373	P	8/2/2024	Benefit Coordinators Corporation (BCC)	18.29	Dental and Vision Benefits for July 2024	Measure R Transit Fund	224
092373	P	8/2/2024	Benefit Coordinators Corporation (BCC)	53.04	Dental and Vision Benefits for July 2024	Measure M Transit Fund	225
092373	P	8/2/2024	Benefit Coordinators Corporation (BCC)	129.37	Dental and Vision Benefits for July 2024	CDBG	243
092373	P	8/2/2024	Benefit Coordinators Corporation (BCC)	7.24	Dental and Vision Benefits for July 2024	Street Lighting Fund	251
092373	P	8/2/2024	Benefit Coordinators Corporation (BCC)	132.60	Dental and Vision Benefits for July 2024	Local Fiscal Recovery Fund	273
092373	P	8/2/2024	Benefit Coordinators Corporation (BCC)	16.03	Dental and Vision Benefits for July 2024	Redevelopment Successor Agency Fund	611
092374	P	8/2/2024	BPR Consulting Group LLC	17,196.55	Building Technician Services- June 2024	General Fund	100
092375	P	8/2/2024	Brent Talmo	989.86	Retiree Medical Reimb Aug 2024	General Fund	100
092376	P	8/2/2024	Brian E. Juarez	300.00	City Clerk Stipend- Aug 2024	General Fund	100
092376	P	8/2/2024	Brian E. Juarez	250.00	Mileage Reimb. NALEO Conf 2024	General Fund	100
092377	P	8/2/2024	Brinks Inc.	340.68	Cash handling Services- June 2024	General Fund	100
092378	P	8/2/2024	Bruce Leflar	1,207.90	Retiree Medical Reimb Aug 2024	General Fund	100
092379	P	8/2/2024	Arturo Sanchez dba Calmex Graphics	402.96	Office Supplies-Envelopes	General Fund	100
092380	P	8/2/2024	Christine M. Locher	291.15	Retiree Medical Reimb Aug 2024	General Fund	100
092381	P	8/2/2024	City of Bell	7,716.50	Salvation Army Reimb for Shelter Beds-Qtr 6-30-24	Local Fiscal Recovery Fund	273
092382	P	8/2/2024	CivicPlus LLC	9,320.10	Hosting & Security Annual Fee - 09/23/24 to 09/22/25	General Fund	100
092383	P	8/2/2024	Claudia Zavala	231.86	Reimb-City Event Movie Night & Teen Academy	General Fund	100
092384	P	8/2/2024	Occupational Health Centers of CA	222.00	Pre-Employment Physical - I.B. & M.A	General Fund	100

Check No.	Prepaids (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092385	P	8/2/2024	County of L.A. Dept. of Animal Control	6,558.78	Animal Control Services June 2024	General Fund	100
092386	P	8/2/2024	County of Los Angeles Dept. of Auditor-Controller	615.49	City of Los Angeles Allocation of LAFCO FY24-25	General Fund	100
092387	P	8/2/2024	Crosstown Electrical & Data Inc.	2,057.40	City's Street Preventive Maint- June 2024	Street Lighting Fund	251
092388	P	8/2/2024	Daily Journal Corporation	295.00	Election 2024 Publication-Notice	General Fund	100
092388	P	8/2/2024	Daily Journal Corporation	205.00	CIP Budget FY24-25 Hearing- Notice	General Fund	100
092389	P	8/2/2024	Dave and Frank Automotive	26.00	Tire Repair VIN#42171	General Fund	100
092389	P	8/2/2024	Dave and Frank Automotive	78.00	Tire Repair Vin# 07470	General Fund	100
092390	P	8/2/2024	Dewey Pest Control	13,443.00	Pest Control Service- June 2024	General Fund	100
092391	P	8/2/2024	Eduardo De la Riva	645.03	Expense Reimb. NALEO Conf 2024	General Fund	100
092392	P	8/2/2024	Edward Ahrens	1,573.82	Retiree Medical Reimb August 2024	General Fund	100
092393	P	8/2/2024	George Hills Company	124.00	City Claims/ Adjuster - June 2024	General Fund	100
092394	P	8/2/2024	Graffiti Protective Coatings	7,434.40	Citywide Graffiti Removal- June 2024	General Fund	100
092394	P	8/2/2024	Graffiti Protective Coatings	10,565.60	Citywide Graffiti Removal- June 2024	Gas Tax Fund	212
092394	P	8/2/2024	Graffiti Protective Coatings	5,232.93	Graffiti Bus Shelter Maintenance-June 2024	Proposition C Transit Fund	222
092395	P	8/2/2024	HD Supply formerly Home Depot Pro	876.88	CAL Recycled- Building Custodial Supplies	General Fund	100
092395	P	8/2/2024	HD Supply formerly Home Depot Pro	1,053.94	Field Materials	General Fund	100
092396	P	8/2/2024	HDL Coren & Cone	2,636.97	Property Tax Services - July-Sept 2024	General Fund	100
092397	P	8/2/2024	HdL Software LLC	4,078.53	New Accounts Processed- May & Jun 2024	General Fund	100
092398	P	8/2/2024	Hinderliter de Llamas & Assoc.	17,500.00	Cannabis Management Prog- June 2024	General Fund	100
092399	P	8/2/2024	Jennifer E. Vasquez	75.00	Parking Reimb for Various Meeting	General Fund	100
092400	P	8/2/2024	JMG Security System	21,251.00	City Yard- 50% Deposit - Video Surveillance	General Fund	100
092401	P	8/2/2024	Jose Morales	825.00	Centennial Celebration - Jose Morales y Orquesta Performance	General Fund	100
092402	P	8/2/2024	Kenneth D Robledo	136.00	Refund for Various Citations	General Fund	100
092403	P	8/2/2024	Gregory Kiley dba Kiley & Associates LLC	3,900.00	FY24-25 Federal Legislative Advocacy Consultant 6-15-24 to 7-14-24	General Fund	100
092404	P	8/2/2024	Kimley-Horn and Associates Inc.	1,721.09	HSIP Cycle 11 Traffic Signal Improvements	Measure R Transit Fund	224
092405	P	8/2/2024	Agustin Gomez Castro	200.00	Centennial Celebration - Inflatable Game Rentals	General Fund	100
092406	P	8/2/2024	L.A. Junkies Inc.	599.00	Trash Services-Removal & Disposal FY23-24	General Fund	100
092407	P	8/2/2024	L.B. Johnson Hardware #1	912.23	Public Works Various Supplies-July 2024	General Fund	100
092407	P	8/2/2024	L.B. Johnson Hardware #1	21.89	Public Works Street Maint Supplies-July 2024	Gas Tax Fund	212
092408	P	8/2/2024	Regional TAP Service Center	1,305.60	Metro TAP Cards June 2024	Proposition C Transit Fund	222
092409	P	8/2/2024	Lustre Event Rentals LLC	3,992.91	Centennial Celebration - Rental: Tables, Canapy, & Tent	General Fund	100
092410	P	8/2/2024	Mariano Fernandez	1,000.00	Centennial Celebration - Voces del Rancho - Performance	General Fund	100
092411	P	8/2/2024	Mary Mariscal	50.00	Treasurer Stipend- Aug 24	General Fund	100

Check No.	Prepaids (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092412	P	8/2/2024	Maywood Car Wash	560.71	Fuel and Car Wash for the City Vehicles- June 2024	General Fund	100
092413	P	8/2/2024	Metro Transit Services	37,911.12	Public Transportation & Dial-A-Ride Service June 2024	Proposition A Transit Fund	221
092414	P	8/2/2024	Municipal Management Association of Southern California	125.00	MMASC Membership Renewal D.G.	General Fund	100
092415	P	8/2/2024	Nationwide Environmental Services	7,537.00	Street Sweeping Services July 2024	Measure W Fund	280
092416	P	8/2/2024	North Star Landcare	1,870.00	Repair and Replacement Services YMCA	General Fund	100
092417	P	8/2/2024	QDoxs	44.90	Copier Base Charge 7/5/24-8/4/24	General Fund	100
092418	P	8/2/2024	Roadline Products Inc.	363.80	Repair Work to the Paint Machine	General Fund	100
		8/2/2024	Roadline Products Inc.	1,983.15	Hardware for Street Signs - Anchor and Posts	Gas Tax Fund	212
092419	P	8/2/2024	Robert Leach	1,005.00	Retiree Medical Reimb Aug 24	General Fund	100
092420	P	8/2/2024	Ronald Lindsey	1,422.62	Retiree Medical Reimb July 2024	General Fund	100
092421	P	8/2/2024	So. California Association of Governments	3,470.00	SCAG Membership Dues FY24-25	General Fund	100
092422	P	8/2/2024	SHERIFF'S DEPT COUNTY OF LOS ANGELES	472,458.28	LA County Sheriff's Patrol Maywood Special Events June 2024	General Fund	100
092423	P	8/2/2024	Sky Elements LLC	13,750.00	Centennial Celebration - Drone Show	General Fund	100
092424	P	8/2/2024	Southeast Rio Vista YMCA	5,128.00	YMCA Resident Program July 2024 - Swim Lessons, Family	Local Fiscal Recovery Fund	273
092425	P	8/2/2024	Southern California Edison	207.65	Location:King Ave/5913 Mayflower Ave- 6/7/24-7/9/24	Gas Tax Fund	212
092426	P	8/2/2024	Staples Business Advantage	272.98	Office Supplies	General Fund	100
092427	P	8/2/2024	Tierra West Advisors, Inc	37.50	Consultant Services for 5102 & 5110 District Blvd June 2024	Redevelopment Successor Agency Fund	611
092428	P	8/2/2024	Quadient Finance USA Inc.	550.00	Postage Usage 06/11/24-07/12/24	General Fund	100
092429	P	8/2/2024	Transtech Engineers Inc	558.00	Park Improv. Project -June 2024	General Fund	100
092429	P	8/2/2024	Transtech Engineers Inc	2,248.50	Traffic Service on 61st St. at Prospect Ave Stop Request Jun 2024	Gas Tax Fund	212
092429	P	8/2/2024	Transtech Engineers Inc	9,284.25	Sidewalk-Curb Ramp ADA Services FY23-24	CDBG	243
092429	P	8/2/2024	Transtech Engineers Inc	1,672.00	5110 District Blvd. Demo Proj. June-2024	Redevelopment Successor Agency Fund	611
092430	P	8/2/2024	U.S. Bank Corporate Payment System	10,165.85	Credit Card Statement- 6/17/24	General Fund	100
092431	P	8/2/2024	Unlimited Environmental, Inc.	53,532.50	5110 District Blvd. Demo Proj. June-2024	Redevelopment Successor Agency Fund	611
092432	P	8/2/2024	World Private Security Inc.	5,892.11	Crossing Guard Services June 2024	Gas Tax Fund	212
092433	P	8/2/2024	Xerox Financial Services	589.12	Xerox Copier Lease Payment- 6/30/24-7/29/24	General Fund	100
092434	P	8/2/2024	Zumar Industries Inc.	294.88	Street Name Sign for Senator	General Fund	100
092435	P	8/9/2024	Irene C Villapania	500.00	Centennial Celebration - Face Painting	General Fund	100
092436	VOID	8/14/2024	8x8 Inc.	466.13	Monthly Telephone Service - July 2024	General Fund	100
092436	VOID	8/15/2024	8x8 Inc.	(466.13)	Monthly Telephone Service - July 2024	General Fund	100
092437		8/14/2024	ACC Business	824.22	Internet Services Jun 11,2024 -Jul 10,2024	General Fund	100

Check No.	Prepaids (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092438		8/14/2024	Adersa Group LLC	931.86	Installed Artificial Grass with Galvanized Wire to the Back- Aug 2024	General Fund	100
092439		8/14/2024	AFSCME District Council 36	572.38	Union Dues - July 2024	General Fund	100
092440		8/14/2024	Alta Environmental	933.63	MS4 Permit Support- July 2024	Measure W Fund	280
092441		8/14/2024	Amazon Capital Services	42.57	Department Office Supplies	General Fund	100
092442		8/14/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	887.50	Application Modernization Final Payment	General Fund	100
092442		8/14/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	6,475.00	iPad and Mobile Device MDM Deposit	General Fund	100
092442		8/14/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,429.25	Software Subscriptions- August 2024	General Fund	100
092442		8/14/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	3,630.00	IT Services- August 2024	General Fund	100
092443	**VOID**	8/14/2024	AmeriNat	75.00	Transfer Fees Service 9/1/2024	General Fund	100
092443	**VOID**	8/15/2024	AmeriNat	(75.00)	Transfer Fees Service 9/1/2024	General Fund	100
092444		8/14/2024	AT&T	29.12	Emergency Elevator Phone Service July 2024	General Fund	100
092445		8/14/2024	Brinks Inc.	306.12	Cash handling Services- July 2024	General Fund	100
092446		8/14/2024	Burke, Williams & Sorensen, LLP	15,766.00	Legal Services June 2024	General Fund	100
092447		8/14/2024	California Consulting Inc.	3,725.00	Grant Writing Services- August 2024	General Fund	100
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	8,333.32	CalPERS Contribution 6/16/2024-6/29/2024	General Fund	100
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	27,816.09	CalPERS Health Contribution August 2024	General Fund	100
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	623.72	CalPERS Contribution 6/16/2024-6/29/2024	Gas Tax Fund	212
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	2,671.82	CalPERS Health Contribution August 2024	Gas Tax Fund	212
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	83.39	CalPERS Contribution 6/16/2024-6/29/2024	Proposition A Transit Fund	221
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	259.62	CalPERS Health Contribution August 2024	Proposition A Transit Fund	221
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	303.04	CalPERS Contribution 6/16/2024-6/29/2024	Proposition C Transit Fund	222
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	772.73	CalPERS Health Contribution August 2024	Proposition C Transit Fund	222
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	128.91	CalPERS Contribution 6/16/2024-6/29/2024	Measure R Transit Fund	224
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	435.28	CalPERS Health Contribution August 2024	Measure R Transit Fund	224
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	192.83	CalPERS Contribution 6/16/2024-6/29/2024	Measure M Transit Fund	225

Check No.	Prepaids (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	973.48	CalPERS Health Contribution August 2024	Measure M Transit Fund	225
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	612.75	CalPERS Contribution 6/16/2024-6/29/2024	CDBG	243
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	2,552.96	CalPERS Health Contribution August 2024	CDBG	243
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	107.44	CalPERS Health Contribution August 2024	Street Lighting Fund	251
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	408.20	CalPERS Contribution 6/16/2024-6/29/2024	Local Fiscal Recovery Fund	273
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	2,250.07	CalPERS Health Contribution August 2024	Local Fiscal Recovery Fund	273
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	266.02	CalPERS Contribution 6/16/2024-6/29/2024	Redevelopment Successor Agency Fund	611
092448	**VOID**	8/14/2024	California Public Employees' Retirement System	513.14	CalPERS Health Contribution August 2024	Redevelopment Successor Agency Fund	611
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(8,333.32)	CalPERS Contribution 6/16/2024-6/29/2024	General Fund	100
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(27,816.09)	CalPERS Health Contribution August 2024	General Fund	100
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(623.72)	CalPERS Contribution 6/16/2024-6/29/2024	Gas Tax Fund	212
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(2,671.82)	CalPERS Health Contribution August 2024	Gas Tax Fund	212
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(83.39)	CalPERS Contribution 6/16/2024-6/29/2024	Proposition A Transit Fund	221
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(259.62)	CalPERS Health Contribution August 2024	Proposition A Transit Fund	221
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(303.04)	CalPERS Contribution 6/16/2024-6/29/2024	Proposition C Transit Fund	222
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(772.73)	CalPERS Health Contribution August 2024	Proposition C Transit Fund	222
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(128.91)	CalPERS Contribution 6/16/2024-6/29/2024	Measure R Transit Fund	224
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(435.28)	CalPERS Health Contribution August 2024	Measure R Transit Fund	224
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(192.83)	CalPERS Contribution 6/16/2024-6/29/2024	Measure M Transit Fund	225
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(973.48)	CalPERS Health Contribution August 2024	Measure M Transit Fund	225

Check No.	Prepaids (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(612.75)	CalPERS Contribution 6/16/2024-6/29/2024	CDBG	243
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(2,552.96)	CalPERS Health Contribution August 2024	CDBG	243
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(107.44)	CalPERS Health Contribution August 2024	Street Lighting Fund	251
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(408.20)	CalPERS Contribution 6/16/2024-6/29/2024	Local Fiscal Recovery Fund	273
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(2,250.07)	CalPERS Health Contribution August 2024	Local Fiscal Recovery Fund	273
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(266.02)	CalPERS Contribution 6/16/2024-6/29/2024	Redevelopment Successor Agency Fund	611
092448	**VOID**	8/15/2024	California Public Employees' Retirement System	(513.14)	CalPERS Health Contribution August 2024	Redevelopment Successor Agency Fund	611
092449		8/14/2024	Cat Specialties Inc.	1,351.01	FY23-24 Parking Enforcement Dept. Uniforms	General Fund	100
092450		8/14/2024	Charter Communications Holdings, LLC	629.72	Internet and Phone Service- Aug 2024	General Fund	100
092451	**VOID**	8/14/2024	California Joint Powers Insurance Authority	22,355.58	CJPIA August 2024	General Fund	100
		8/15/2024	California Joint Powers Insurance Authority	(22,355.58)	CJPIA August 2024	General Fund	100
092452		8/14/2024	CoreLogic Solutions LLC.	150.00	Property Finder Service July 2024	General Fund	100
092453		8/14/2024	Crosstown Electrical & Data Inc.	685.69	Riverfront Park 6-7-24	General Fund	100
		8/14/2024	Crosstown Electrical & Data Inc.	12,749.03	Various Street: Lighting Services Jun 2024	Gas Tax Fund	212
		8/14/2024	Crosstown Electrical & Data Inc.	3,392.01	Street Preventive Maintenance- July 2024	Street Lighting Fund	251
092454		8/14/2024	Daisy Guerrero	268.86	Reimbursement D.G.8-2-24	General Fund	100
092455		8/14/2024	Dapeer, Rosenblit & Litvak, LLP	1,640.71	Municipal Code Enforcement Services- June 2024	General Fund	100
		8/14/2024	Dapeer, Rosenblit & Litvak, LLP	1,836.30	Municipal Code Enforcement Services- July 2024	General Fund	100
092456		8/14/2024	Dave and Frank Automotive	184.78	VIN#08062 Replacement Tire	General Fund	100
092457		8/14/2024	Dewey Pest Control	152.50	Pest Control Service- August 2024	General Fund	100
092458		8/14/2024	Graffiti Protective Coatings	5,232.93	Graffiti Bus Shelter Maintenance-July 2024	Proposition C Transit Fund	222
092459		8/14/2024	Hada Olague	48.00	Refund for a Citation Records	General Fund	100
092460		8/14/2024	HD Supply formerly Home Depot Pro	486.03	Building Repairs Maintenance Materials	General Fund	100
092461		8/14/2024	HdL Software LLC	1,850.42	New Accounts Processed- December 2023	General Fund	100
092462		8/14/2024	Hinderliter de Llamas & Assoc.	978.69	Contract Services-Sales Tax July-Sept 2024	General Fund	100
092463		8/14/2024	Innovative Fence Inc.	730.40	Fence rental for City Own Property- 5102 Cudahy	General Fund	100
		8/14/2024	Innovative Fence Inc.	178.70	Fence rental Maywood Park 07/24/24 -08/24/24	General Fund	100
		8/14/2024	Innovative Fence Inc.	6,144.00	Fence rental for the Maywood Park 09/08/2023 thru 07/08/2024	General Fund	100
092464		8/14/2024	L.B. Johnson Hardware #1	643.29	Public Works Various Supplies-Aug 2024	General Fund	100
		8/14/2024	L.B. Johnson Hardware #1	56.90	Cement for street signs	Gas Tax Fund	212
092465		8/14/2024	Regional TAP Service Center	1,516.80	Metro TAP Cards July 2024	Proposition C Transit Fund	222
092466		8/14/2024	Tri-City Mutual Water Company	1,240.55	Water Services 5000 Slauson Ave. July 2024	General Fund	100
		8/14/2024	Tri-City Mutual Water Company	498.00	Water Services 5316 Atlantic Ave. 04/24/24-06/24/24	General Fund	100

Check No.	Prepaids (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		8/14/2024	Tri-City Mutual Water Company	92.00	Water Services 5600 Heliotrope Ave. 4/24/24-6/24/24	General Fund	100
		8/14/2024	Tri-City Mutual Water Company	7.00	Water Services 5950 Walker Ave. July 2024	General Fund	100
092467		8/14/2024	Municipal Management Association of Southern California	550.00	MMASC 2024 Annual Conference - D.G.	General Fund	100
092468		8/14/2024	North Star Landcare	5,755.75	Landscape Services City of Maywood July 2024	General Fund	100
092469		8/14/2024	Phoenix Group Information Systems	154.32	Citation Admin. Processing Fee June 2024	General Fund	100
		8/14/2024	Phoenix Group Information Systems	1,875.26	Permit Processing Fee June 2024	General Fund	100
		8/14/2024	Phoenix Group Information Systems	1,783.28	Permit Processing Fee May 2024	General Fund	100
		8/14/2024	Phoenix Group Information Systems	156.06	Citation Admin. Processing Fee May 2024	General Fund	100
092470		8/14/2024	QDoxs	134.85	Copier Base Charge July 2024	General Fund	100
092471		8/14/2024	Richards Watson & Gershon	10,970.30	FY23-24 Professional Services- May & June 2024	General Fund	100
092472		8/14/2024	S&H Civil Works	4,621.14	Sidewalk Rehab Project FY23-24	CDBG	243
092473		8/14/2024	Showcase Facility Solutions, INC.	9,635.00	Moving Delivery to City Hall	General Fund	100
092474		8/14/2024	Southern California Edison	5,047.66	Various Locations -July 2024	General Fund	100
		8/14/2024	Southern California Edison	80.55	Atlantic Ave PED 6/14/24-7/16/24	Gas Tax Fund	212
		8/14/2024	Southern California Edison	2,500.41	Various Locations -July 2024	Gas Tax Fund	212
		8/14/2024	Southern California Edison	11,164.70	Various Locations -July 2024	Street Lighting Fund	251
092475		8/14/2024	Sparkletts Drinking Water Corp	159.87	City Hall Drinking Water July 2024	General Fund	100
092476		8/14/2024	Stantec Planning & Landscape Architecture	151.50	Slauson Ave and Atlantic Blvd Congestion Relief Improvements	Measure M Transit Fund	225
		8/14/2024	Stantec Planning & Landscape Architecture	7,545.00	Slauson Ave and Atlantic Blvd Congestion Relief Improvements	Grants Fund	261
092477		8/14/2024	Staples Business Advantage	959.02	Office Supplies	General Fund	100
092478		8/14/2024	Superb Engineering, Inc.	47,266.42	Clean California Beautification Project-Retention	Grants Fund	261
092479		8/14/2024	T-MOBILE	279.50	Cell Phone Services from 6/21/24-7/20/24	General Fund	100
092480		8/14/2024	The Gas Company	72.51	Various Locations -Jul 2024	General Fund	100
092481		8/14/2024	Transtech Engineers Inc	8,654.00	PW Encroachment Permit Insp. Serv. June 2024	General Fund	100
		8/14/2024	Transtech Engineers Inc	17,410.00	FY24-25 Pavement Rehabilitation BID Package June 2024	Measure R Transit Fund	224
		8/14/2024	Transtech Engineers Inc	20,481.00	Beautification Project-June 2024	Grants Fund	261
092482		8/14/2024	Tripepi, Smith & Accociates, Inc.	14,825.00	Tripepi Smith Branding Services 7-31-24	General Fund	100
092483		8/14/2024	Van Lant & Fankhanel LLP	20,000.00	FY22-23 Annual Audit Services	General Fund	100
092484		8/14/2024	Vernon City of	23.22	Street Lights Services: Slauson/Downey May 2024	General Fund	100
092485		8/14/2024	Vortex Industries, LLC.	3,073.34	FY24-25 Building Doors Preventive Maintenance	General Fund	100
092486		8/14/2024	Xerox Financial Services	589.12	Xerox Copier Lease - 7/30/24-8/29/24	General Fund	100
ACH-175		7/15/2024	Kosmont Transactions Services Inc.	3,050.15	Annual Continuing Disclosure Services	General Fund	100
ACH-178		7/15/2024	US Bank Fees	120.00	Analysis Service Charges July 2024	General Fund	100
ACH-179		7/18/2024	American Family Life Assurance Company of Columbus (AFLAC)	158.88	Aflac payment June 2024	General Fund	100

Check No.	Prepaids (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
ACH-180		7/23/2024	California Public Employees' Retirement System	379,739.00	CalPERS unfunded Liability FY 24-25	Pension / Retirement Fund	711
ACH-181		7/23/2024	California Public Employees' Retirement System	1,861.00	CalPERS Unfunded Liability FY 24-25	Pension / Retirement Fund	711
ACH-182		7/23/2024	California Public Employees' Retirement System	41,865.00	CalPERS unfunded Liability FY 24-25	Pension / Retirement Fund	711
ACH-183		7/19/2024	California Public Employees' Retirement System	8,548.08	CalPERS Contribution 6/2/2024-6/15/2024	General Fund	100
		7/19/2024	California Public Employees' Retirement System	606.12	CalPERS Contribution 6/2/2024-6/15/2024	Gas Tax Fund	212
		7/19/2024	California Public Employees' Retirement System	83.39	CalPERS Contribution 6/2/2024-6/15/2024	Proposition A Transit Fund	221
		7/19/2024	California Public Employees' Retirement System	247.66	CalPERS Contribution 6/2/2024-6/15/2024	Proposition C Transit Fund	222
		7/19/2024	California Public Employees' Retirement System	101.28	CalPERS Contribution 6/2/2024-6/15/2024	Measure R Transit Fund	224
		7/19/2024	California Public Employees' Retirement System	218.95	CalPERS Contribution 6/2/2024-6/15/2024	Measure M Transit Fund	225
		7/19/2024	California Public Employees' Retirement System	684.78	CalPERS Contribution 6/2/2024-6/15/2024	CDBG	243
		7/19/2024	California Public Employees' Retirement System	408.20	CalPERS Contribution 6/2/2024-6/15/2024	Local Fiscal Recovery Fund	273
		7/19/2024	California Public Employees' Retirement System	266.02	CalPERS Contribution 6/2/2024-6/15/2024	Redevelopment Successor Agency Fund	611
ACH-184		7/24/2024	Keena & Associates	5,030.03	Insurance Premium - Property Coverage FY 2024-2025	General Fund	100
ACH-185		7/26/2024	Automatic Data Processing	807.78	July 2024 ADP Payroll Fees	General Fund	100
ACH-186		7/30/2024	State Compensation Insurance Fund	7,116.73	Workers Compensation Insurance - July 2024	General Fund	100
ACH-187		8/2/2024	Colonial Life	90.12	Colonial Life July 2024	General Fund	100
ACH-188		8/7/2024	8x8 Inc.	466.13	Telephone Service - July 2024	General Fund	100
ACH-189		8/2/2024	California Public Employees' Retirement System	27,816.09	CalPERS Health Contribution August 2024	General Fund	100
		8/2/2024	California Public Employees' Retirement System	2,671.82	CalPERS Health Contribution August 2024	Gas Tax Fund	212
		8/2/2024	California Public Employees' Retirement System	259.62	CalPERS Health Contribution August 2024	Proposition A Transit Fund	221
		8/2/2024	California Public Employees' Retirement System	772.73	CalPERS Health Contribution August 2024	Proposition C Transit Fund	222
		8/2/2024	California Public Employees' Retirement System	435.28	CalPERS Health Contribution August 2024	Measure R Transit Fund	224
		8/2/2024	California Public Employees' Retirement System	973.48	CalPERS Health Contribution August 2024	Measure M Transit Fund	225

Check No.	Prepaids (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		8/2/2024	California Public Employees' Retirement System	2,552.96	CalPERS Health Contribution August 2024	CDBG	243
		8/2/2024	California Public Employees' Retirement System	107.44	CalPERS Health Contribution August 2024	Street Lighting Fund	251
		8/2/2024	California Public Employees' Retirement System	2,250.07	CalPERS Health Contribution August 2024	Local Fiscal Recovery Fund	273
		8/2/2024	California Public Employees' Retirement System	513.14	CalPERS Health Contribution August 2024	Redevelopment Successor Agency Fund	611
ACH-190		8/2/2024	California Public Employees' Retirement System	8,333.32	CalPERS Contribution 6/16/2024-6/29/2024	General Fund	100
		8/2/2024	California Public Employees' Retirement System	623.72	CalPERS Contribution 6/16/2024-6/29/2024	Gas Tax Fund	212
		8/2/2024	California Public Employees' Retirement System	83.39	CalPERS Contribution 6/16/2024-6/29/2024	Proposition A Transit Fund	221
		8/2/2024	California Public Employees' Retirement System	303.04	CalPERS Contribution 6/16/2024-6/29/2024	Proposition C Transit Fund	222
		8/2/2024	California Public Employees' Retirement System	128.91	CalPERS Contribution 6/16/2024-6/29/2024	Measure R Transit Fund	224
		8/2/2024	California Public Employees' Retirement System	192.83	CalPERS Contribution 6/16/2024-6/29/2024	Measure M Transit Fund	225
		8/2/2024	California Public Employees' Retirement System	612.75	CalPERS Contribution 6/16/2024-6/29/2024	CDBG	243
		8/2/2024	California Public Employees' Retirement System	408.20	CalPERS Contribution 6/16/2024-6/29/2024	Local Fiscal Recovery Fund	273
		8/2/2024	California Public Employees' Retirement System	266.02	CalPERS Contribution 6/16/2024-6/29/2024	Redevelopment Successor Agency Fund	611
ACH-191		8/13/2024	California Joint Powers Insurance Authority	22,355.58	CJPIA August 2024	General Fund	100
ACH-192		8/13/2024	AmeriNat	75.00	Service Fees 9/1/2024	General Fund	100
ACH-193		8/14/2024	US Bank Fees	120.00	Analysis Service Charges for August 2024	General Fund	100
Report Total				**1,695,347.17**			

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 6.

DATE: August 28, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6381 APPROVING THE LETTER OF COMMITMENT BETWEEN THE CITY OF MAYWOOD AND THE COUNTY OF LOS ANGELES FOR THE DIGITAL EQUITY COMPETITIVE GRANT PROGRAM

RECOMMENDATION:
Staff recommends that the City Council approve the attached Resolution approving the Letter of Commitment for the Digital Equity Competitive Grant Program and directing the City Manager to execute any documents related to the grant program.

BACKGROUND:
City Staff has been attending the County of Los Angeles Intergovernmental Broadband Coordinating Committee (IBCC) meetings. During these meetings there have been discussions regarding a Countywide Collaborative Grant Application. Cities, non-profits and County staff have strategized and discussed proposed strategies to increase knowledge and strategy on the County's best approach in pursuing, securing and implementing Federal and State broadband and digital equity grant opportunities.

DISCUSSION:
A federal competive grant in the amount of $1.25 billion has been identified as an opportunity for the IBCC. The grant provides federal funding to achieve digital equity and promote digital inclusion activities. The attached letter of commitment will allow the City to work alongside Los Angeles County staff and other IBCC members to be a subrecipient applicant and apply for grant funding.

If granted, the City will be responsible for the allocation of the appropriate equipment, facilities, personnel, supplies, etc. to develop, implement, and evaluate a total of $425,596.00, with a 10% match ($42,560), for Broadband Internet and Devices Distribution Outreach. The grant budget includes funds to distribute 400 internet-enabled laptop computers and internet-enabled mobile hotpots with 12 months of free subsidized internet.

The resolution accompanying the letter of commitment emphasizes that the City Council recognizes the IBCC as the County, who will streamline and centralize the Countywide Competitive Grant Program administration and management process. The County staff will serve as the primary Competitive Grant Program administrator and manager for all Subrecipient Applicants.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with the submittal of the support letter. If the County is awarded this federal grant, the City will need to commit $42,560 in matching funds and appropriate from the Local Fiscal Recovery Fund.

ATTACHMENT(S)

1. Resolution No. 6381 Authoring the City Manager to Sign a Letter of Commitment

RESOLUTION NO. 6381

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF COMMITMENT FOR THE DIGITAL EQUITY BROADBAND GRANT PROGRAM

WHEREAS, the City of Maywood desires to participate in the Digital Equity Broadband Grant Program (Grant Program); and

WHEREAS , the Intergovernmental Broadband Coordinating Committee (IBCC) will serve as the County, will streamline and centralize a Countywide Competitive Grant Program administration and management process where County staff will serve as the primary Competitive Grant Program administrator and manager for all Subrecipient Applicants.

WHEREAS, said procedures established by the Intergovernmental Broadband Coordinating Committee require a letter of commitment certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the state; and

WHEREAS, the City under the Grant Program is expected to provide a 10 percent match of cash contributions or in-kind contributions of property, goods, or services for the $425,596.00 funding allocation.

WHEREAS, the letter of commitment (LOC) executed by both the County, as the Authorized Representative, and the City of Maywood, as the Subrecipient Applicant, is a binding agreement

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The foregoing findings and recitals are true, correct and incorporated herein as if set forth in full.

Section 2. The City Council authorizes and approves the submittal of a letter of commitment on behalf of the City of Maywood substantially in the form set forth in Exhibit A. The City Manager is authorized to make any revisions to such letter and is authorized to execute the letter.

Section 3. The City Council delegates and authorizes the City Manager to accept the grant if a grant is awarded to the City. In addition, the City Council delegates and authorizes the City Manager to conduct all negotiations, and submit and execute all documents including, but not limited to applications, grant agreements, and payments request, and so on, which may be necessary for the grant.

Section 4. The City Clerk shall certify to the adoption of this Resolution, and it shall become effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED THIS 28th day of August 2024.

_____
Eddie De La Riva, Mayor

ATTEST:

_____
Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Brian E. Juarez, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6381, was adopted at a regular meeting of the City Council of the City of Maywood held on the 28th day of August 2024 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAINED:

_____
Brian E. Juarez, City Clerk

EXHIBIT A

LETTER OF COMMITTMENT

County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

MICHAEL OWH
Director

Telephone: (323) 267-2101
FAX: (323) 264-7135

Speed. Reliability. Value.

August 22, 2024

Jennifer Vasquez
City Manager
City of Maywood
4319 Slauson Avenue
Maywood, CA, 90270

RE: Letter of Commitment (LOC) for the Digital Equity Competitive Grant Program

Dear Jennifer Vasquez:

On behalf of the County of Los Angeles (County), I want to thank your organization for working with the County Intergovernmental Broadband Coordinating Committee (IBCC) to develop, implement, and evaluate digital inclusion activities with Federal grant funding resources to ensure that communities most in need throughout the Los Angeles County region have equitable access to and use of digital inclusion resources and services to thrive in day-to-day activities. We greatly appreciate your organization's ongoing collaboration and partnership.

The purpose of this Letter of Commitment (LOC) is to establish and confirm a binding commitment with the County and your organization to develop, implement, and evaluate digital inclusion activities as part of the Federal Digital Equity Competitive Grant Program (Competitive Grant Program). The County will serve as the Authorized Representative (primary applicant) and your organization will serve as the Subrecipient Applicant (partner) for the Competitive Grant Program.

Competitive Grant Program Overview
The Competitive Grant Program is a $1.25 billion program that provides Federal funding to support efforts to achieve digital equity, promote digital inclusion activities, and spur greater adoption and use of broadband among the covered populations as defined in the Digital Equity Act (DEA). As a Subrecipient Applicant to the County, if awarded, your organization will receive Competitive Grant Program funding to develop, implement, and evaluate Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities to advance the successful development, implementation, and management of the Competitive Grant Program.

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Competitive Grant Program Subrecipient Applicant Digital Equity Need
Your organization will carry out Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities in Maywood, CA where 17.3 percent (1,100) total households Citywide do not have an internet subscription and 7.3 percent (461) total households Citywide do not have a computer. Through the Competitive Grant Program funding, your organization will develop, implement, and evaluate Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities that will address the following key digital equity barriers for the following covered populations. Your organization will reach and serve 400 covered populations with Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities.

Digital Equity Barriers
- Challenging and inaccessible digital inclusion activities, resources, and services
- Distrust and mistrust of corporations and government entities
- Isolation and distance from digital inclusion activities, resources, and services
- Lack of access to digital inclusion activities, resources, and services
- Lack of awareness of digital inclusion activities, resources, and services
- Lack of reliable digital inclusion activities, resources, and services
- Poor quality digital inclusion activities, resources, and services
- Unaffordable digital inclusion activities, resources, and services

Covered Populations
- Aging individuals (ages 60 years and up)
- Individuals in households below 150% of the Federal Poverty Line
- Individuals with limited English proficiency
- Racial or ethnic communities

Competitive Grant Program Subrecipient Applicant Commitment to Advance Goals
Your organization will advance the goals of the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities.
- Increase free broadband internet services access, adoption, and usage for the covered populations and subpopulations in Los Angeles County
- Increase free internet-enabled devices access and usage for the covered populations and subpopulations in Los Angeles County

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Competitive Grant Program Subrecipient Applicant Scope of Work

Administrative Tasks

- Attend and participate in a virtual Competitive Grant Program Kickoff Meeting (one-time)
- Attend and participate in monthly Competitive Grant Program meetings and office hours (ongoing)
- Track and monitor their respective Competitive Grant Program budget and expenditures to ensure activities and spending are within compliance and meet the Grant Program requirements
- Track, compile, and submit Competitive Grant Program financial documents for monthly reimbursement to County staff (e.g., invoices, mileage tracking spreadsheets, personnel hours tracking spreadsheets, receipts, etc.)

Programmatic Tasks

Before the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities

- Attend and participate in the in-person Digital Equity and Inclusion Capacity-Building Training (one-time)
- Create a Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Implementation Plan
    - A detailed implementation plan that outlines key logistics
- Obtain the necessary equipment, facilities, personal protective equipment (PPE), and supplies to develop and implement the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities
    - PPE examples include but are not limited to (e.g., disinfecting wipes, face coverings, hand sanitizers, etc.)
    - Supplies examples include but are not limited to (e.g., canopies, chairs, display boards, electrical cords, laptop computers, name tags, tables, tablecloths, Wi-Fi hotspots, etc.)
- Coordinate, receive, and track the internet-enabled mobile hotspots and the internet-enabled laptop computers received from Human-I-T
- Print the Competitive Grant Program multilingual outreach flyers that promote the digital inclusion resources and services and other required forms and documentation needed for the implementation of the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities
    - Multilingual outreach flyers to promote may include:
        - Free internet-enabled mobile hotspots
        - Free internet-enabled computing devices
        - Free in-person digital literacy and skills training
        - Free in-person AI literacy and skills training
        - Free virtual technical support services
        - Free in-person and virtual digital navigation support services
        - Free in-person and virtual workforce development services

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During the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities

- Plan and organize the in-person Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities
    - Align with existing large and mid-size scale Activities where the covered populations and subpopulations are already gathering
    - Align with existing community and public wraparound resources and services where the covered populations and subpopulations are already coming to receive support
    - Implement 10 Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities over 2 to 3 years
    - EveryoneOn and Human-I-T teams are available to provide any in-person day of support if needed
- Promote free internet-enabled mobile hotspots and free internet-enabled computing devices to the covered populations and subpopulations who attend the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities
- Complete the Competitive Grant Program Online Intake Form if the covered populations and/or subpopulations have decided to receive free internet-enabled mobile hotspots and/or internet-enabled laptop computers
- Promote additional digital inclusion resources and services to the covered populations and subpopulations such as the following items below while completing the Competitive Grant Program Online Intake Form
    - Free in-person digital literacy and skills training
    - Free in-person AI literacy and skills training
    - Free virtual technical support services
    - Free in-person and virtual digital navigation support services
    - Free in-person and virtual workforce development services
- Check off and enroll the covered populations and subpopulations who are interested in the additional digital inclusion resources and services via the Competitive Grant Program Online Intake Form
- Confirm the Competitive Grant Program eligibility and qualifications criteria of each covered population and subpopulation and complete the required forms and documentation to administer the technology
- Administer the technology and the Competitive Grant Program multilingual outreach flyers to the covered populations and subpopulations
- Confirm key next steps with the covered populations and subpopulations to receive the additional digital inclusion resources and services

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After the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities

- Complete the Competitive Grant Program Online Community Outreach and Promotion Reporting Form immediately after each in-person Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Event

Program Monitoring and Evaluation Tasks

- Promote and administer the Competitive Grant Program Online Evaluation Survey (e.g., emails, phone calls) to the covered populations and subpopulations who received the technology during the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities
- Complete and submit the Competitive Grant Program Online Community Quotes Form to collect direct quotes from the covered populations and subpopulations who received the technology during the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities
- Complete and submit the Competitive Grant Program Online Community Success Stories Form to collect direct success stories from the covered populations and subpopulations who received the technology during the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities

Competitive Grant Program Subrecipient Applicant Resources
Your organization must allocate the appropriate equipment, facilities, personnel, supplies, etc. to develop, implement, and evaluate the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities.

Competitive Grant Program Subrecipient Applicant Funding Allocation
Your organization will receive a total of $425,596.00 to develop, implement, and evaluate the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities. This includes $171,996.00 to distribute 400 internet-enabled laptop computers and $153,600.00 to distribute internet-enabled mobile hotspots with 12 months of free subsidized broadband internet service to the covered populations. This also includes $100,000.00 to develop, implement, and evaluate the Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities. This funding allocated will be dedicated equally amongst covered population groups.

Competitive Grant Program Subrecipient Applicant Funding Match Requirement
Your organization is expected to provide a 10 percent match of cash contributions or in-kind contributions of property, goods, or services for the $425,596.00 funding allocation. Examples of in-kind contributions may include employee or volunteer services, equipment, supplies, indirect costs, computer hardware and software, and use of facilities. Your organization is

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encouraged to provide a 20 percent match to increase the competitiveness of the regional Competitive Grant Program application.

Competitive Grant Program Subrecipient Applicant Period of Performance
The Competitive Grant Program period of performance for your organization will begin either in later calendar year 2025 or early calendar year 2026 through the end of calendar 2028. This includes calendar year 2029 for the Competitive Grant Program evaluation.

Competitive Grant Program Subrecipient Applicant Good Standing Status with Federal and State Funding Agencies
Your organization as a Subrecipient Applicant hereby warrants that neither it nor any of its staff members are restricted, excluded, or suspended from providing goods or services under any broadband-related programs funded by the Federal and State government, directly or indirectly, in whole or in part. Your organization will notify the County Director of Digital Equity within thirty (30) calendar days in writing of 1) any event that would require your organization or a staff member's mandatory exclusion or suspension from participation in a Federal or State government broadband-related funding programs; and 2) any exclusionary action taken by any agency of the Federal or State government against your organization or one or more staff members barring it or the staff members from participation in a Federal or State funded broadband-related programs, whether such bar is direct or indirect, or whether such bar is in whole or in part. Your organization must indemnify and hold the County harmless against any and all loss or damage the County and/or your organization may suffer arising from any Federal or State government exclusion or suspension of your organization or its staff members from such participation in Federal or State broadband-related funding programs.

Competitive Grant Program Subrecipient Applicant Technical Assistance, Training, and Support Resources
As the Authorized Representative, the County will streamline and centralize a Countywide Competitive Grant Program administration and management process where County staff will serve as the primary Competitive Grant Program administrator and manager for all Subrecipient Applicants. This includes organizing and implementing monthly Competitive Grant Program meetings and office hours for the Subrecipient Applicants to track deliverables, equity indicators, lessons learned, milestones, outcomes, outputs, and keep the Subrecipient Applicants informed of digital inclusion project activity progress.

Competitive Grant Program Subrecipient Applicant Partnership Agreement
Please be advised that this binding LOC is contingent upon the successful Competitive Grant Program funding award to the County as the Authorized Representative and primary applicant. Your commitment to serving as a Subrecipient Applicant to develop, implement, and evaluate Broadband Internet and Devices Distribution Outreach, Enrollment, and Adoption Activities for the duration of the period of performance and evaluation period. The County will you're your informed of key Competitive Grant Program activities and progress.

The LOC is executed by both the County as the Authorized Representative and the City of Maywood as the Subrecipient Applicant as a binding agreement upon receiving the signatures below.

_____

Rebecca F. Kauma
Director of Digital Equity
Internal Services Department (ISD)
County of Los Angeles
[Insert County Staff Signature]
[Insert Date]

_____

Jennifer Vasquez
City Manager
City of Maywood
[Insert Subrecipient Applicant Organization Signature]
[Insert Date]

Contact Information
The County looks forward to collaborating with your organization to develop, implement, and evaluate digital inclusion activities as part of the Competitive Grant Program funding opportunity. The County is confident that your organization's efforts will successfully advance digital equity and inclusion Countywide and within your respective city/community through collective intergovernmental and cross-sector regional coordination.

Feel free to contact Rebecca F. Kauma at rkauma@isd.lacounty.gov if your organization has any follow-up questions regarding the LOC and/or the Competitive Grant Program.

Respectfully,
Rebecca F. Kauma
Director of Digital Equity
Internal Services Department (ISD)
County of Los Angeles
rkauma@isd.lacounty.gov

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AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 7.

DATE: August 28, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: CONSIDERATION OF A RESOLUTION NO. 6382 OF THE CITY COUNCIL APPROVING PARTICIPATION AS WELL AS THE TRANSFER AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR SAFE,CLEAN, WATER PROGRAM FUNDING

RECOMMENDATION:
Staff recommends that the City Council consider adoption of Resolution No. 6382 approving the City's participation as well as approving the Transfer Agreement between the Los Angeles County Flood Control District (District) and the City of Maywood for the Safe, Clean, Water Program and authorize the Mayor to execute the contract.

BACKGROUND:
The City of Maywood participates, through Measure W, in the Safe, Clean Water Program (SCW), which provides local, dedicated funding to increase Los Angeles County's local water supply, improve water quality, and enhance communities. The program generates up to $285 million each year from a special parcel tax of 2.5 percent per square foot of impermeable surface area of private property in the Los Angeles County Flood Control District, to fund multi-benefit stormwater and urban runoff capture projects. Projects that assist in achieving separate municipal storm sewer system (MS4) permit compliance, utilize Nature Based Solutions, and/or provide benefits to Disadvantaged Communities are prioritized to receive funding to the extent feasible.

The City of Maywood for fiscal year 2024-2025 has an estimated expenditure of $198,061.00. The initial amount for anticipated SCW funding is $180,000 (the amount produced by SCW). However, the reported rollover from the previous fiscal year funds (calculated from total 22/23 reported expenditures) is subtracted from that (- $1,157), making the final estimated amount of SCW funding for the 24/25 fiscal year to be approximately $178,843.00, which would cover approx. 90% of estimated 24/25 expenditures. This is based off the annual plan prepared by the City's consultant NV5.

DISCUSSION:
In order to receive the yearly disbursement from the district or the Municipality's SCW Program Payment for the 2023-24 fiscal year a signed executed agreement must be received and the District's receipt of the Annual Plan for 2024-25 Fiscal Year. The transfer agreement between the CIty of Maywood and the District will satisfy one of the requirements for disbursement of the program funding until the end of fiscal year 2027/2028. Annually, the City will need to submit an annual plan to fully satisfy disbursement requirements.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
This agreement would allow the City to be reimbursed for expenditures already spent in the prior fiscal year of 23/24 estimated at $178,843.00, which will be received by December of each calendar year.

ATTACHMENT(S)
1. Resolution No. 6382 Transfer Agreement with Los Angeles County Flood Control
2. 2024 MP51_FY24-25_FY27-28_Updated 8.15.24

RESOLUTION NO. 6382

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD APPROVING PARTICIPATION IN THE TRANSFER AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FOR SAFE, CLEAN, WATER PROGRAM FUNDING

WHEREAS, the City of Maywood desires to participate in the Los Angeles County Flood Control District Safe, Clean Water (SCW) Program; and

WHEREAS , the City authorizes the execution of a contract with the County of Los Angeles in order to receive said SCW funds annually;

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The recitals set forth above are true and correct and incorporated herein as if set forth in full.

Section 2. The City Council approves entering into the Transfer Agreement with the LA County Flood Control District to satisfy a requirement of the SCW Program to allow the County to disperse an estimated $180,000 in program funds to the City of Maywood.

Section 3. The City Council authorizes the Mayor to execute a contract with the County of Los Angeles in order to fund and receive the SCW funds and also authorizes the City Manager to execute any and all other documents necessary for participation in the Los Angeles County Flood Control District SCW Program on behalf of the City of Maywood.

Section 4. This Resolution shall be effective immediately upon its passage and approval.

Section 5. The City Clerk shall certify the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED THIS 28th day of August 2024.

_____
Eddie De La Riva, Mayor

ATTEST:

Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Brian E. Juarez, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6382, was adopted at a regular meeting of the City Council of the City of Maywood held on the 28th day of August 2024 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAINED:

_____
Brian E. Juarez, City Clerk

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND MAYWOOD
AGREEMENT NO. 2024MP51
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of

_____by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Maywood, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code. "Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Maywood	
Name:	Haris Harouny	Name:	
Address:	900 S Fremont Ave, Alhambra, CA 91803	Address:	
Phone:	(626) 300-2620	Phone:	

Email:	hharouny@dpw.lacounty.gov	Email:	

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS
EXHIBIT B – GENERAL TERMS AND CONDITIONS
EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)
EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

A. SCW Program Payments will generally be available for disbursement by December 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph B, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
B. The District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. TERM OF AGREEMENT

This Agreement shall expire at the end of the 2027-28 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. EXECUTION OF AGREEMENT

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

By: _____

Name:

Title:

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9^{th}) month from the end of each three (3) year period

to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website. Due date example below.

Every Third Fiscal Year		
Fiscal Year	**Audit Begins**	**Audit Report Due to District**
2023-24	7/1/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties.

All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from

the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception. Example Below.

Fiscal Year Transferred	**Funds Lapse After**	**Extension Request Due**	**Commit By**
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
   a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
   b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
   a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
   b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
   c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for

performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
   a. Amount of funds received;
   b. Breakdown of how the SCW Program Payment has been expended;
   c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
   d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
   e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
   f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
   g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
   h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
   i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.
   j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
      i. Annual volume of stormwater captured and treated
      ii. Annual volume of stormwater captured and reused
      iii. Annual volume of stormwater captured and recharged to a managed aquifer
      iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
      v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
      vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument

to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.
The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.
Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	●Preservation of native vegetation ●Minimal negative impact to existing drainage system	●Preservation of native vegetation ●Installation of new feature(s) to improve existing drainage system	●Creation of open green space ●Installation of features to improve natural hydrology

Creation & Restoration of Riparian Habitat & Wetlands	●Partial restoration of existing riparian habitat and wetlands Planting of climate appropriate vegetation between 11 and 20 different climate appropriate or native plant species newly planted ●No potable water used to sustain the wetland	●Full restoration of existing riparian habitat and wetlands ●Planting of native vegetation - between 21 and 40 different native plant species newly planted ●No potable water used to sustain the wetland	●Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted ●No potable water used to sustain the wetland
New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
    - Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
    - Regular inspection and maintenance of pet waste stations.
    - Maintaining trash receptacles.
    - Removal of trash, debris, and blockages from bioswales.
    - Inspection and cleaning of trash booms.
    - Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

    - Weed control
        - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
        - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs).
        - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

    - Tree and shrubbery trimming and care
        - Removal of dead trees and elimination of diseased/damaged growth.
        - Prevent encroachment of adjacent property and provide vertical clearance.
        - Inspect for dead or diseased plants regularly.

    - Wetland vegetation and landscape maintenance
        - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
        - Draining and drawdown of wetland and excessive bulrush removal
        - Weed and nuisance plant control.
        - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment.
        - Wildflower and meadow maintenance.
        - Grass, sedge, and yarrow management.
        - Removal of unwanted hydroseed.

3. Wildlife Management
    - Exotic species control.
    - Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species.
    - Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration).
    - Avoid disturbances to nesting birds.
    - Avoid spread of invasive aquatic species.

4. Facility Inspection
    - Inspect project sites for rodent and insect infestations on a regular basis.
    - Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs.
    - Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads).

- Inspect shade structures for structural damage or defacement.
- Inspect hardscapes.
- Inspect and maintain interpretive and informational signs.
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks).
- Maintain deck areas (e.g. benches, signs, decking surfaces).
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management
    - Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
        - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
        - Inspection should be performed at least monthly.
        - Recover, replace, or refasten displaced or damaged valve box covers.
        - Inspect and repair bubbler heads.
        - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
        - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
        - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
        - Maintain and check function of the drip system.
    - Keeping irrigation control boxes clear of vegetation.
    - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure.
    - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape.
    - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
    - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
    - Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control
    - Inspect slopes for erosion during each maintenance activity.
    - Inspect basins for erosion.
    - Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities
    - Monitor controllable intake water flow and water elevation.
    - Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
    - Water quality sampling (quarterly, unless justified otherwise).
    - Checking telemetry equipment.
    - Tracking and reporting inspection and maintenance records.

8. Vector and Nuisance Insect Control
    - Monitoring for the presence of vector and nuisance insect species.
    - Adequate pretreatment of influent wastewater to lessen production of larval mosquitos.
    - Managing emergent vegetation.
    - Using hydraulic control structures to rapidly dewater emergent marsh areas.
    - Managing flow velocities to reduce propagation of vectors.

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 8.

DATE: August 28, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF ADOPTION RESOLUTION NO. 6383 APPROVING AN APPROPRIATION OF AB 2766 FUNDS FOR THE PURCHASE OF ELECTRIC VEHICLES (EVs) FOR CITY OPERATIONS AND SERVICES

RECOMMENDATION:
Staff recommends that the City Council adopt Resolution No.6383 authorizing the appropriation of AB 2766 funds to purchase two electric vehicles (EVs) at an estimated cost not to exceed $104,000, to enhance City operations and services.

BACKGROUND:
Since 1991, funds have been provided under Assembly Bill 2766 to assist local governments in the development and implementation of projects aimed at reducing motor vehicle emissions. In alignment with the City's ongoing commitment to enhancing operational efficiency and minimizing environmental impact, the acquisition of electric vehicles (EVs) for the City fleet has been identified as a strategic initiative. Integrating EVs into our fleet will not only improve our capacity to deliver essential municipal services but also significantly reduce the environmental footprint of City operations, thereby contributing to sustainability goals.

DISCUSSION:
The City’s fleet is integral to delivering essential public services, including community services, building and planning, public works, and administrative functions. To boost operational efficiency and sustainability, it is imperative to embrace cleaner technologies that deliver substantial environmental and economic benefits.

The proposed integration of electric vehicles (EVs) into the City’s fleet will not only strengthen the capacity to deliver services but also significantly reduce greenhouse gas emissions and pollutants associated with gasoline-powered vehicles. This transition aligns with regional air quality goals and supports the City’s broader sustainability objectives. The City can significantly lower motor vehicle emissions by utilizing funds from AB 2766, which will contribute to enhanced public health.

The proposed project details are listed below:

- **Vehicle Type:** Two 2024 Chevrolet Blazer EV LT
- **Cost Estimate:** $52,000 per vehicle
- **Funding Source:** AB 2766 Subvention Funds
- **Environmental Impact:** The purchase of EVs will decrease the City’s carbon footprint, enhance air

quality by reducing tailpipe emissions, and exemplify sustainable practices within our community.

Staff recommends that the City Council approve the resolution to appropriate AB 2766 Subvention Funds for the purchase of two electric vehicles. These vehicles will be integrated into the City's fleet, supporting our ongoing operations and furthering our commitment to reducing greenhouse gas emissions and promoting sustainable transportation solutions.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
The total estimated cost for the electric vehicles (EVs) is $104,000. This expenditure will be fully covered by AB 2766 Subvention Funds, requiring no additional City funds. As of June 30, 2024, the estimated fund balance for AB 2766 is $197,000. Factoring in an expected revenue allocation of $35,300 and estimated expenditures of $50,000 for FY 2024-2025, the projected fund balance will be approximately $182,300.

F.Y. 2024-25 Impact:	**Current F.Y. Budget: $50,000.00**
Fund Impacted:AQMD	**Budget adjustment requested: $104,000.00**
Source of funds: AQMD (223)	**Updated Account Budget: $154,000.00**
Account Number: 223-XXX-9130	**For fiscal year: FY2024-25**

ATTACHMENT(S)
1. Resolution No. 6383

RESOLUTION NO. 6383

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, APPROVING AN APPROPRIATION OF AB 2766 FUNDS FOR THE PURCHASE OF ELECTRIC VEHICLES (EVs) FOR CITY OPERATIONS AND SERVICES

WHEREAS, Assembly Bill 2766 (AB 2766) provides funds to local governments to support projects that reduce motor vehicle emissions, thereby improving air quality and promoting public health; and

WHEREAS, the City of Maywood is committed to enhancing operational efficiency and minimizing environmental impact through the adoption of sustainable practices, including the integration of electric vehicles (EVs) into the City's fleet; and

WHEREAS, the acquisition of two electric vehicles (EVs) has been identified as a strategic initiative to improve the delivery of essential municipal services while significantly reducing the environmental footprint of City operations; and

WHEREAS, the total estimated cost for the purchase of the two electric vehicles is $104,000, which will be fully funded by AB 2766 Subvention Funds, with no impact on the City's General Fund; and

WHEREAS, the purchase of electric vehicles will enhance air quality by reducing tailpipe emissions, contribute to the City's sustainability goals, and set a positive example of environmental stewardship within the community.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The City Council hereby approves the appropriation of AB 2766 Subvention Funds in an amount not to exceed $104,000 for the purchase of electric vehicles (EVs).

Section 2. The City Manager, or designee, is authorized to take all necessary actions to complete the purchase of the electric vehicles and integrate them into the City's fleet for operational use.

Section 3. The City Council acknowledges that the purchase and use of electric vehicles will decrease the City's carbon footprint, enhance air quality, and support the City's broader sustainability objectives.

Section 4. That the City Clerk shall certify to the adoption of this Resolution, and it shall become effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED THIS 28th day of August 2024.

_____
Eddie De La Riva, Mayor

ATTEST:

_____
Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF MAYWOOD

I, Brian E. Juarez, City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Resolution, being Resolution No. 6383, was duly passed, approved by not less than four members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 28th day of August, 2024, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

_____
Brian E. Juarez, City Clerk

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 9.

DATE: August 28, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: KAREN INIGUEZ, COMMUNITY DEVELOPMENT ANALYST

SUBJECT: AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR LANDSCAPE MAINTENANCE SERVICES THROUGHOUT THE CITY

RECOMMENDATION:
Staff recommends that the City Council authorize the issuance of a Request for Proposals (RFP) for Landscape Maintenance Services throughout the City.

BACKGROUND:
On November 8, 2019, the City entered into an agreement with contractor North Star Land Care for maintenance services for landscaped areas of public facilities and street medians. This agreement is due to expire November 9, 2024.

DISCUSSION:
The RFP seeks proposals from qualified contractors to provide weekly landscape maintenance services of public facilities and street medians. The scope of work for the project includes providing all necessary services to perform and complete the proposed landscape work thoroughly and professionally, and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner meetings the City's requirements.

The proposed schedule is as follows:

SCHEDULE	DEADLINES
Release of Requests for Proposals	August 29, 2024
Submittal of Questions	September 5, 2024, by 3:00 p.m.
Response to Questions	September 13, 2024, by 4:00 p.m.
Proposal Due Date	September 25, 2024, by 4:00 p.m.
Proposal Review/Evaluation	Week of September 30, 2024
Optional Interview (If Required)	Week of October 7, 2024
Tentative City Council Award of Contract	October 23, 2024
Tentative Start Date	November 11, 2024

Staff recommends that the City Council authorize the issuance of a Request for Proposals (RFP) for weekly landscape maintenance services.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
There is no fiscal impact with the approval of this item.

ATTACHMENT(S)
1. RFP for Landscape Maintenance Services

City of Maywood

Request for Proposals

for

Maintenance Services for Landscaped Areas of Public Facilities and Street Medians

PROPOSALS MUST BE RECEIVED NO LATER THAN **4:00 PM, September 25, 2024**, AND SHALL BE SUBMITTED IN SEARCHABLE PDF FORMAT ON THE CITY'S PORTAL ON PLANETBIDS AT THE FOLLOWING WEBSITE:

https://pbsystem.planetbids.com/portal/64496/portal-home

Date of Issuance: August 29, 2024

Attention: Jerry Gomez, Public Works Superintendent

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I. PURPOSE

The City of Maywood is seeking proposals from qualified Contractors to provide the City annual services of landscape maintenance and emergency response service as needed. The City desires to enter into an Agreement for three (3) years, with two (2) optional one-year extensions.

All interested Contractors shall demonstrate that they have sufficient, readily available resources in the form of trained personnel, support services, equipment, and financial resources to carry out the work without delay or shortcomings.

The City of Maywood will not be liable for costs incurred by the Contractor's incidentals for the preparation of proposals or other responses associated with the proposals, if required.

Responses must conform to the requirements of this Request for Proposal (RFP). The City reserves the right to waive any irregularity, informality, or error in any proposal or in the RFP process or reject any proposal which does not comply to this RFP. Modifications to the RFP, including but not limited to the scope of work and services, can be made only by written addendum issued by the City. The successful proposer will be required to enter into an Agreement for Contract Services with the City (Attachment "1"). By submitting a proposal, the proposer agrees to all of the terms of the RFP and Agreement.

II. BACKGROUND

The City of Maywood is issuing this Request for Proposals (RFP) for tree trimming and maintaining of the City's 2317 public trees spread across 1.1 square miles within the city boundaries. Majority of the City's public trees are concentrated within the City's sidewalk parkways. The remainder of the City's public trees are within City owned properties/facilities, medians, and City parks.

III. GENERAL REQUIREMENTS

Contractors wishing to have their bid proposals considered for this project shall submit a statement of firm's qualifications applicable to this project, including the following as a minimum:

1. **Experience.** The selected individual/Contractor should have extensive knowledge of landscape maintenance operations, specifically providing landscape maintenance for government agencies or municipalities.
2. **Appropriate Licenses or Certifications.** The individual or Contractor must obtain all required City of Maywood licenses and any other necessary licenses
3. **Minimum Education:** N/A

4. **Insurance.** The following are the legal and insurance requirements of the City of Maywood for the selected Contractor:
   a) Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.
   b) Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
      1. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
      2. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. The policies of insurance shall be issued by an insurer admitted in the State of California and with a rating of at least B+;VII in the latest edition of Best's insurance Guide.

5. **Familiarity with Work.** All respondents are advised to become familiar with all conditions, instructions and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that Bidder has conducted such additional investigation as it deems necessary and convenient (i.e. visiting the locations), that Respondent is capable of providing the equipment, goods and services necessary to furnish landscape maintenance in a manner that meets the City's objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not

be cause to alter the contract or for Respondent to request additional compensation.

The City of Maywood hereby notifies all firms that it will affirmatively insure that in any contract entered into pursuant to this invitation, the City will not discriminate against any firm on the grounds of race, color, sex, or national origin in consideration for the award. All persons responding to this invitation shall be aware that their proposals are deemed public records and may be subject to disclosure upon request. The City reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the proposals received.

The City shall select an Individual/Consultant based on a combination of factors, such as: responsiveness and comprehensiveness of the Proposer with respect to this Request for Proposals (RFP); technical background and experience; the number and nature of exceptions taken to the agreement (Attachment 1); previous work performed for other public agencies; information obtained from references; and cost, in addition, the following factors will be considered:

a. Completeness of the proposal and ability of the Proposer to comply with the mandatory requirements proposed under this RFP.
b. Whether the Contractor has the financial resources and facilities to perform or provide the required services promptly, or within the time specified without delay or interference.
c. Experience implementing similar programs and projects.
d. Recommendations from prior clients and record of performance on previous contracts or services.
e. Cost reasonableness
f. The City is not liable for any expenses incurred by any proposer prior to issuing the contract.
g. The submittal should be typed and as brief as possible while adequately describing the qualifications of the Contractor.
h. Proposals are to be submitted in the same envelope, clearly marked with the Contractor name, address and phone number. Only one proposal per Contractor will be considered.
i. All work product generated by the Agreement will be owned by the City.

IV. SCOPE OF SERVICES

EXPERIENCE

The Contractor shall have at a minimum five (5) years' experience in landscape services.

The scope of work consists of landscape maintenance at City Hall Complex, the Maywood Boxing Club, the City parks (except the Dodger Dreamfield), landscape street medians on Slauson Avenue and on Atlantic Boulevard, and the landscape parkways on Slauson

Avenue. The work consists of turf maintenance, irrigation system operation and maintenance, weeding, trash pickup and disposal, pesticide application, pruning of trees, shrubs and ground cover, and fertilization of turf, shrubs and trees.

Locations:

Atlantic Boulevard Landscaped Street Medians (52nd Place to Randolph Street)

Benito Juarez Park (5515 Maywood Avenue)

City Hall Complex (4317-21 Slauson Avenue)

Maywood Boxing Club (4717 56th Street)

Maywood Park (4801 E. 58th Street) (Excluding Dodgers Dreamfield)

Pine Avenue Park (5313 Pine Avenue)

Pixley Park (3626 E. 56th Street)

Riverfront Park (5000 Slauson Avenue)

Slauson Avenue Landscaped Street Medians (Los Angeles River to Downey Road)

Slauson Avenue Landscaped Parkways (Los Angeles River to Alamo Avenue)

EMERGENCY CALLS

1. The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
2. Contractor shall respond to emergency calls within two (2) hours from the time of notification.
3. Contractor must designate a person within his company who will respond to emergency calls 24 hours a day.
4. Contractor shall submit telephone number to the City that can be used to obtain emergency service on a 24- hour basis. The Contractor's name and telephone number will also be listed with the Los Angeles County Sheriff.
5. Upon arriving at an emergency situation, it shall be the responsibility of the Contractor to eliminate all unsafe conditions which would adversely affect the health, safety, or welfare of the public.

6. Failure to respond within two (2) hours of attempt to contact may result in a $500.00 penalty per incident. Failure to respond to an emergency at any level will subject the Contractor to any primary or secondary cost arising from said emergency and may result in termination of contract.

SAFETY REQUIREMENTS

1. All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all safety standards required by CAL- OSHA, the Work Area Traffic Control Handbook (W.A.T.C.H), and the State of California Manual of Traffic Controls. The City reserves the right to issue, restrain, cease and desist order to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

Hazardous Conditions

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be reported immediately to the City.

Traffic Control

During the progress of the work, adequate provision shall be made by the Contractor to accommodate the normal traffic flow on public streets and park roadways so as to cause a minimum of inconvenience to the public and shall hold the City harmless from all claims arising from any act or omission on his pertaining to any injury, death, or damage to any person or property by reason of any use of any street by anyone while the Contractor is working or has any equipment or barricades thereon.

SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the contract. No pruning operations equipment or tools shall start work before 7:00 am. Each internal combustion engine used for any purpose on the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment.

LANDFILL DIVERSION

Contractor shall be responsible for the recycling of all green waste generated from work conducted with the City. Green waste shall be diverted from County landfills to an approved reclamation site and processed for recycling. Contractor shall submit a Landfill Diversion Report on a monthly basis to the City. Reports shall be submitted with the monthly invoice.

VEHICLE REGISTRATION

Contractor is allowed to drive on walkways to facilitate maintenance. At all times, Contractor shall employ extreme caution and courtesy to the public when operating equipment or vehicles in City parks. Vehicles that leak oil or other liquids are banned from accessing park property. At no time shall the Contractor drive trucks on park turf or shrub beds unless authorized by the City. Damage created by Contractor's vehicles shall be repaired immediately at the Contractors expense.

PROTECTION AND PRESERVATION OF PROPERTY

The Contractor will be held responsible for the preservation of all public and private property along and adjacent to the work areas, and will be required to exercise due caution to avoid and prevent any damage or injury thereto, as a consequence of his/her operation. Any damage resulting from Contractor neglect shall be repaired/ replaced at the Contractors expense and to the satisfaction of the City. Any damage to public or private property caused by the Contractor shall be reported to the City immediately.

PUBLIC RELATIONS

Contractor and his employees are required to maintain good public relations at all times. All work shall be conducted in a manner which causes the least possible interference or annoyance to the public.

SECTION A-IRRIGATION SYSTEM

1. A Irrigator, with knowledge of system operation and repair is necessary. Maintenance of all areas for proper moisture levels based on the turf and/or plants needs at different times of the year. All irrigation system maintenance shall be performed to insure plant health and vigor.

a. The entire irrigation system to include all components from connection at the meters to the sprinklers shall be maintained in an operational state at all times. Contractor is required to notify City of major component failures within twenty-four (24) hours of occurrence.

b. Contractual irrigation systems inspections, adjustments and repairs shall include valves, electrical circuiting to valves, filter and filter screen cleaning main line maintenance, lateral line maintenance, sprinkler head height, nozzle spray pattern, nozzle cleaning and replacement, bubbler head adjustment, flush valve repair, cleaning and replacement, tree well repair; and drip emitter cleaning, replacement, and removal and plugging if plant is not to be replaced.

c. The contractor shall maintain a log of current sprinkler station times. A copy of the log shall be given to the Public Works Superintendent after routine inspection. The log shall include, but is not limited to:

1. Controller location
2. Scheduled days to run
3. Start times
4. Station location
5. Each station's run time
6. End time
7. Contractor's employee initial and date

d. Non-contractual irrigation repairs shall be approved first by the City. Parts will be billed at "cost plus 15%" or, at City's discretion. All billings to the City shall be accompanied with an itemized invoice describing labor hours at the contract rate, materials costs with copies of material invoices from the suppliers(s), the location, date and time of the repair, and a work description of the repair. Each repair shall be billed separately.

e. All irrigation systems shall be tested, adjusted, and cleaned as often as necessary to guarantee proper moisture levels at all times. A schedule shall be submitted at the start of the contract showing the location, day of week and time of day that each system will be tested. Any changes shall be submitted for approval prior to enactment. Contractor will be responsible for damages and costs due to under-watering and over-watering. Irrigation systems are to be adjusted as often as necessary to assure:

1. Adequate coverage of all landscape areas
2. Prevent excessive runoff and/or erosion.
3. Prevent watering of all non-vegetative areas

f. The contractor shall maintain a reasonable inventory of commonly required repair parts on the service vehicle(s) in order to facilitate prompt irrigation system repairs.

g. All malfunctioning controllers, quick couplers, automatic valves and sprinkler heads must be repaired within eight (8) hours following identification and verbal notification to the City's Contract Administrator of the cost for the repair. All replacements shall be with the original type and model materials unless a substitute is approved by the Public Works Superintendent.

h. Contractor employees shall Report and flag all water leaks and/or system malfunctions to the irrigator for immediate repair.

i. The Contractor shall immediately turn off irrigation systems during periods of rainfall and at times when suspension or irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.

j. Washout from irrigation failure issues onto sidewalks, pavement and/or into right-of-way shall be addressed in conjunction with repairs to the irrigation. Erosion and/or damages to the landscape shall be similarly addressed in conjunction with the repair.

SECTION B-TURFGRASS MAINTENANCE

B-1. All turf areas are to be mowed to maintain a consistent turf height of 1 inch except in specific areas where it must be maintained shorter. The height of cutting shall be maintained consistently to prevent scalping or burn. The mowing height shall be appropriate to the turf species. In normal circumstances the grass cutting need not be removed, but, when an inordinate amount of cut grass is evident, removal may be requested. Divots, ruts, holes and depressions found in turf shall be remedied immediately. Mowing patterns shall be alternated to avoid creating ruts and compaction.

All lawn edges along sidewalks and curbs shall be edged before each mowing as required for appearance. Edging shall be performed with a blade type mechanical edger or Line trimmer. The cut edge should appear as a clean, straight line. A monofilament line trimmer shall be used to trim around obstacles within the lawn area. Care shall be taken to ensure that the bark of trees and shrubs are not damaged or stripped by the line trimmer. Lawn sprinkler heads shall only be edged to allow for proper distribution of water.

B-2. All turf areas are to be aerified by removing ½" diameter cores, not more than 6" apart and to a depth of 6 inches in the month of March and additional times if required by Level of Service. This shall be considered a specialty-type item, requiring a written schedule of the aeration process to the Public Works Superintendent before work commences.

B-3. Fertilizer application will require prior notification of the Public Works Superintendent.

SECTION C-PLANT CARE

C-1. All shrubs shall be selectively pruned as to maintain natural form. No hedging or shearing will be permitted, unless authorized. Dead branches and foliage shall be removed, as thinning cuts, as opposed to rounding the plant by tipping. When pruning shrubs that show evidence of disease; disinfect pruning equipment between jobs. Where

disease is severe, disinfect pruning equipment in between cuts. Dead flower stalks shall be pruned from plants at the conclusion of flowering. If plants (such as agaves) die after flowering, Contractor will remove the entire plant and, if needed, shall repair the irrigation and backfill the hole. Major shrub pruning will take place at the optimum time for each plant and minor adjustments made as often as necessary to prevent sidewalk, street and sign obstruction. Many perennials, grasses, and shrubs need to be cut back severely to control size and to look their best. This is often done just prior to the new spring growth surge. The Landscape Contractor shall render renewal pruning at appropriate times.

C-2. Rows of shrubbery shall be maintained as a hedge. Hedges shall be trimmed with mechanical hedge trimmers to maintain uniformity on all accessible sides. Hedges shall not be cut back to leafless, woody, growth, unless directed by the City.

C-3. Groundcovers may not be trimmed with hedge shears or mechanical edgers. Hand pruners are to be used so that the appearance is as natural as possible.

C-4. Any plant material that dies for any reason other than as a result of vandalism must be replaced with like size, number and species within 5 working days.

SECTION E-ISLAND AND MEDIAN MAINTENANCE

E-1. Specifics throughout the scope of work shall apply to Island and median maintenance. Care shall be taken so that plants do not become line of sight barriers, shrubbery and trees do not encroach into the right-of-way, traffic signs, markings and signals are never obstructed, ground covers do not extend past curb, trash and debris is removed on the frequency basis per contract, and weeds in planter and hardscape are controlled and eliminated.

SECTION F-WEED ABATEMENT

F-1. All areas are to be kept in a weed free condition at all times. Chemical control for any unwanted vegetation may be applied on an as-needed basis. Weeds growing in cracks on sidewalks, streets, or gutters adjacent to areas covered in this contract must be controlled with herbicides. Pre-emergent may be applied as needed. All chemical applications shall be done by a licensed applicator in accordance with all applicable Federal, State, and County laws and regulations.

SECTION G-INSECT, PEST, AND RODENT CONTROL

G-1. For safety reasons, sidewalks, decomposed granite pathways, parkways, playground safety surfaces, picnic areas, hardscape, turf and planter areas shall be inspected for the presence of insects, pests and rodents. The elimination of mounding and holes generated by insects, pests and rodents shall be included in the scope of services.

SECTION H-HARDSCAPE AND PATHWAY MAINTENANCE

H-1. Hardscape/pathway maintenance is defined to include the maintenance of any sidewalk, pathway, or concrete surface under the care of the Contractor to include the removal and disposal of dirt, mud, trash and debris and the maintenance of proper grades.

H-2. Hardscape shall be maintained so as to be free of debris. All debris shall be removed from the site and disposed of at the end of each day at a location the Contractor shall disclose to the City.

H-3. At no time shall any irrigation apparatus under the care of the Contractor be adjusted to spray upon, or flood, any hardscape element or pathway.

H-4. Decomposed granite and dirt pathways shall be maintained to be free of debris, ruts and depressions.

H-5. Pathways eroded by rain shall be restored and graded within one business day of the conclusion of inclement weather. Contractor shall use displaced materials in the restoration of eroded pathways.

H-6. The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

H-7. The Contractor shall report, in writing, any condition that presents a trip hazard to Pedestrians on any hardscape element under the care of the Contractor to the General Parks Maintenance Supervisor or designated representative.

SECTION I-TRASH PICK-UP AND TRASH CAN MAINTENANCE

I-1. Contractor shall remove trash, debris, animal feces, and dead plant material from parkways. Turf areas, hardscapes, pathways, medians, gutters, and retention areas by Level of Service frequency.

PARKING

The City of Maywood will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract, on preauthorized specific jobs. The vendor will hold the City Maywood harmless and release the City of liability I the result of theft or vandalism. Should a site not be available, then the vendor may park on City right-of-way near the project area(s).

INVOICES

Contractor shall be required to submit invoices via U.S. Postal Service, email and via work order system on a monthly basis. The invoice must reflect activity in a bi-weekly breakdown, i.e. 1st - 15th, 15th - end of month. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk

diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

INSPECTIONS

The City of Maywood or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

- Defective or inadequate work not corrected.
- Claims filed, or reasonable evidence indicating probable filing of claims.
- A reasonable doubt that the contract can be completed for the balance unpaid.

1) MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

a. The City may modify these specifications with the joint approval of the Contractor, the City Manager, and the Public Works Superintendent. All modifications shall be in writing.
b. In the event that the City of Maywood should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
c. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
d. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
e. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

2) REQUESTS FOR CLARIFICATION

If any bidder, prior to submitting their bid should find any discrepancies and/or omissions from the specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City Manager and/or the City of Maywood Public Works Superintendent for corrections, clarification, or interpretation of the points in

question. **The person submitting such request shall be responsible for its prompt delivery TBD**

In the event that the Public Works Superintendent receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will be mailed to each person to whom a set of bid documents has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than written addendum.

V. SCHEDULE

	DEADLINES
Release of Requests for Proposals	August 29, 2024
Submittal of Questions	September 5, 2024, by 3:00pm
Response to Questions	September 13, 2024, by 4:00pm
Proposal Due Date	September 25, 2024, by 4:00pm
Proposal Review/Evaluation	Week of September 30, 2024
Optional Interview (if required)	Week of October 7, 2024
Tentative City Council award	October 23, 2024
Tentative Start date	November 11, 2024

* These dates are anticipated and may change.

VI. QUESTIONS

All inquiries regarding this request must be submitted to PlanetBids. City will post responses to questions on PlanetBids.

VII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the City's sole discretion. The submittal shall contain the name of this RFP.

Proposals shall be submitted in searchable PDF format on the City's portal on PlanetBids at the following website: https://pbsystem.planetbids.com/portal/64496/portal-home

Please address the Proposals to:
City of Maywood
Attention: Jerry Gomez
4319 Slauson Avenue
Maywood, CA 90270

Separate files shall be submitted for Technical and Cost Proposals. Submittals received after the specified date and time will be considered late and will not be considered for further evaluation.

VIII. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent's demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT. The proposal shall not exceed 20 pages. The City reserves the right to request additional information that, in the City's opinion, is necessary to ensure that the Proposer's competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter
   a. Provide a cover letter including the Respondent's name, address and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and correspondent that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's Respondent. The letter should be signed by an individual who can bind the Respondent contractually.
   b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").
   c. If applicable, Respondent shall acknowledge receipt of any addendum to the RFP.

2. Table of Contents
   a. Include a table of content identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

3. Experience and Qualifications
    a. Describe the Respondent, its size and organization, the number and location of offices, and general operational structure, as well as its management and key personnel. Provide a description of the Respondent's Respondent, its size and organization, the number and location of offices and general operational structure. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.
    b. Provide a summary of Respondents qualification and experience in drone shows and programming. At a minimum, Respondent should have at least five (5) years consecutive experience.
    c. Provide at least three references that received similar services from your Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number and email address.
    d. Demonstrate the qualifications of all personnel to be assigned to the City, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience and their proposed roles for this contract.
    e. Provide an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.
    f. Respondent shall hold the required license(s) to perform the work and provide proof of required license for itself and its personnel.

4. Approach to Scope of Services
    a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the City's requirements, the work to be done and the objectives to be accomplished.
    b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
    c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.

5. Proposed Materials and Services
    a. Proposal should indicate the company's availability to provide the items listed in Attachment 1 and any other relevant materials and services for this proposal.

6. Substitutions
    a. If you are unable to provide all the requested items, please indicate comparable substitutions and/or submit bid proposal for partial equipment. Pricing must be itemized for each individual item and include tax and delivery/takedown.

B. COST PROPOSAL

1. Detailed Cost Proposal
   a. Respondent shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the City will be charged for services (i.e. unit, hourly or flat rate basis as appropriate) for the term of the contract. Costs should include all services and materials, if any, needed to perform the Scope of Services.
   b. As it relates to the services under this RFP, if Respondent is proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services.
   c. In addition, Respondent shall also submit the rates/compensation for any "additional services" that Respondent can provide.
   d. Provide a PDF file of the cost proposal and make clear all extra fees.

IX. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Maywood's Agreement for Professional Services (Attachment 1) is included for review and comment. The Respondent's submission of a proposal indicates Respondent's compliance of such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter; however, the City maintains discretion to accept or reject the Respondent's request for revisions. The City reserves the right to make any revisions to the proposed professional services agreement.

X. GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that the Respondent has conducted such additional investigation as it deems necessary and convenient (i.e. visiting the locations), that Respondent is capable of providing the equipment, goods and services necessary to furnish landscape maintenance in a manner that meets the City's objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be cause to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that the City, its departments, its officers, employees or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with the City; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by the City. The use of such information or data

provided by the City, its officers, employees, or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The City reserves the right to accept, reject, modify, or cancel in whole or in part, this RFP. The City reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, to request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The City has no obligation, express or implied, to make an award.

The City may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provides the scope of services required herein. The City reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XI. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section IV - Schedule" of this RFP. Respondents mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XII. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the City. Proposals will be reviewed and evaluated by an evaluation committee comprised of City of Maywood personnel.

The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City’s final selection will not be dictated on any single factor or criteria including price. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

City will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The City will evaluate Respondents based on meeting all of the City's requirements and who offers the most advantageous combination of cost and high quality service. In addition to cost, however, the City will consider the quality of services proposed, the financial qualification of, and the work experience of the proposer in determining the best value to the City.
2. Other criteria shall include, but not be limited to:
   a. Quality and completeness of proposal
   b. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff
   c. Similar experience and expertise in the type of work required, with the City or with other public agencies
   d. Demonstrated understanding of the scope of services requested as well as capacity of respondent
   e. References
   f. Financial stability of proposer
   g. Cost to the City
   h. Oral interviews, if applicable.
   i. Any other factors determined by the City to be relevant to the performance of these services.

XIII. AUTHORITY TO WITHDRAW

The City of Maywood reserves the right to withdraw this Request for Proposals without prior notice. The City of Maywood makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the City of Maywood in response to this RFP shall become the property of the City and will not be returned.

XIV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the City Council for consideration of award. An award of a contract occurs when the contract is approved by the Maywood City Council. Selection of a respondent with whom the City enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XV. ATTACHMENTS

Attachment 1. Form Professional Services Agreement

Attachment 2.

ATTACHMENT 1

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated ("Effective Date") and is between the City of Maywood, a California municipal corporation ("City") and _____ ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent Contractor to perform Tree Maintenance and Emergency Response Services.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. CONSULTANT'S SERVICES.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be _____ (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services

required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. TERM OF AGREEMENT. THE TERM OF THIS AGREEMENT SHALL BE FROM THE EFFECTIVE DATE THROUGH _____, UNLESS SOONER TERMINATED AS PROVIDED IN SECTION 12 OF THIS AGREEMENT OR EXTENDED.

3. COMPENSATION.

A. Compensation. As full compensation for Scope of Services satisfactorily rendered, City agrees to compensate Contractor, and Contractor agrees to accept in full satisfaction for the services required by this Agreement, _____, as more particularly described in **Exhibit B** ("Compensation"). Said Compensation shall constitute reimbursement of Contractor's fee for the services as well as the actual cost of any staff time, other direct or indirect costs or fees, including the work of employees, consultants and subcontractors, equipment, materials, and supplies necessary to provide the service (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Contractor be paid more than $_____, which includes expenses and additional services (if any) during the term of this Agreement ("Maximum Compensation").

B. Expenses. The City will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties and/or set forth in **Exhibit B**.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. METHOD OF PAYMENT.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement or within such other reasonable time dependent on the City's warrant run procedures. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. INDEPENDENT CONTRACTOR. CONTRACTOR IS, AND SHALL AT ALL TIMES REMAIN AS TO CITY, A WHOLLY INDEPENDENT CONTRACTOR. CONTRACTOR SHALL HAVE NO POWER TO INCUR ANY DEBT, OBLIGATION, OR LIABILITY ON BEHALF OF CITY. NEITHER CITY NOR ANY OF ITS AGENTS SHALL HAVE CONTROL OVER THE CONDUCT OF CONTRACTOR OR ANY OF CONTRACTOR'S EMPLOYEES, EXCEPT AS SET FORTH IN THIS AGREEMENT. CONTRACTOR SHALL NOT, AT ANY TIME, OR IN ANY MANNER, REPRESENT THAT IT OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES ARE IN ANY MANNER EMPLOYEES OF CITY.

6. INFORMATION AND DOCUMENTS.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subconsultants shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

7. CONFLICTS OF INTEREST. CONTRACTOR AND ITS OFFICERS, EMPLOYEES, ASSOCIATES AND SUBCONTRACTORS, IF ANY, SHALL COMPLY WITH ALL CONFLICT OF INTEREST STATUTES OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTOR'S SERVICES UNDER THIS AGREEMENT, INCLUDING THE POLITICAL REFORM ACT (GOV. CODE § 81000, *ET SEQ.*) AND GOVERNMENT CODE SECTION 1090. DURING THE TERM OF THIS AGREEMENT, CONTRACTOR MAY PERFORM SIMILAR SERVICES FOR OTHER CLIENTS, BUT CONTRACTOR AND ITS OFFICERS, EMPLOYEES, ASSOCIATES AND SUBCONTRACTORS SHALL NOT, WITHOUT THE CITY REPRESENTATIVE'S PRIOR WRITTEN APPROVAL, PERFORM WORK FOR ANOTHER PERSON OR ENTITY FOR WHOM CONTRACTOR IS NOT CURRENTLY PERFORMING WORK THAT WOULD REQUIRE CONTRACTOR OR ONE OF ITS OFFICERS, EMPLOYEES, ASSOCIATES OR SUBCONTRACTORS TO ABSTAIN FROM A DECISION UNDER THIS AGREEMENT PURSUANT TO A CONFLICT OF INTEREST STATUTE. CONTRACTOR SHALL INCORPORATE A CLAUSE SUBSTANTIALLY SIMILAR TO THIS SECTION INTO ANY SUBCONTRACT THAT CONTRACTOR EXECUTES IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT.

8. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent Contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or

willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent Contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. INSURANCE.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall provide insurance in the amount required by California law.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide or such other rating as approved by the City Manager. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The general liability policy shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or

subconsultants from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager or such other official designed by the City Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. SubContractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. MUTUAL COOPERATION.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. RECORDS AND INSPECTIONS. CONTRACTOR SHALL MAINTAIN COMPLETE AND ACCURATE RECORDS WITH RESPECT TO TIME, COSTS, EXPENSES, RECEIPTS, CORRESPONDENCE, AND OTHER SUCH INFORMATION REQUIRED BY CITY THAT RELATE TO THE PERFORMANCE OF THE SERVICES. ALL SUCH RECORDS SHALL BE MAINTAINED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AND SHALL BE CLEARLY IDENTIFIED AND READILY ACCESSIBLE. CONTRACTOR SHALL PROVIDE FREE ACCESS TO CITY, ITS DESIGNEES AND REPRESENTATIVES AT REASONABLE TIMES, AND SHALL ALLOW CITY TO EXAMINE AND AUDIT THE BOOKS AND RECORDS, TO MAKE TRANSCRIPTS THEREFROM AS NECESSARY, AND TO INSPECT ALL WORK, DATA, DOCUMENTS, PROCEEDINGS AND ACTIVITIES RELATED TO THIS AGREEMENT. SUCH RECORDS, TOGETHER WITH SUPPORTING DOCUMENTS, SHALL BE MAINTAINED FOR A PERIOD OF THREE YEARS AFTER RECEIPT OF FINAL PAYMENT.

12. TERMINATION OF AGREEMENT.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least ten calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. FORCE MAJEURE. CONTRACTOR SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT IF CONTRACTOR PRESENTS ACCEPTABLE EVIDENCE, IN CITY'S SOLE JUDGMENT, THAT SUCH FAILURE WAS DUE TO ACTS OF GOD, EMBARGOES, INABILITY TO OBTAIN LABOR OR MATERIALS OR REASONABLE SUBSTITUTES FOR LABOR OR MATERIALS, GOVERNMENTAL RESTRICTIONS, GOVERNMENTAL REGULATIONS, GOVERNMENTAL CONTROLS, JUDICIAL ORDERS, ENEMY OR HOSTILE GOVERNMENTAL ACTION, CIVIL COMMOTION, FIRE OR OTHER CASUALTY, OR OTHER CAUSES BEYOND CONTRACTOR'S REASONABLE CONTROL AND NOT DUE TO ANY ACT BY CONTRACTOR.

14. DEFAULT.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. NOTICES. ANY NOTICE, CONSENT, REQUEST, DEMAND, BILL, INVOICE, REPORT OR OTHER COMMUNICATION REQUIRED OR PERMITTED UNDER THIS AGREEMENT SHALL BE IN WRITING AND CONCLUSIVELY DEEMED EFFECTIVE: (A) ON PERSONAL DELIVERY, (B) ON CONFIRMED DELIVERY BY COURIER SERVICE DURING CONTRACTOR'S AND CITY'S REGULAR BUSINESS HOURS, OR (C) THREE BUSINESS DAYS AFTER DEPOSIT IN THE UNITED STATES MAIL, BY FIRST CLASS MAIL, POSTAGE PREPAID, AND ADDRESSED TO THE PARTY TO BE NOTIFIED AS SET FORTH BELOW:

If to City:	If to Contractor:
Attn: City Manager	_____
City of Maywood	_____
4319 East Slauson Avenue	_____
Maywood, California 90270	_____

16. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. IN THE PERFORMANCE OF THIS AGREEMENT, CONTRACTOR SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE, SUBCONTRACTOR OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGIOUS CREED, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, AGE, PHYSICAL DISABILITY, MENTAL DISABILITY, MEDICAL CONDITION, GENETIC INFORMATION, SEXUAL ORIENTATION OR OTHER BASIS PROHIBITED BY LAW. CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUBCONTRACTORS AND APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGIOUS CREED, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, AGE, PHYSICAL DISABILITY, MENTAL DISABILITY, MEDICAL CONDITION, GENETIC INFORMATION OR SEXUAL ORIENTATION.

17. PROHIBITION OF ASSIGNMENT AND DELEGATION. CONTRACTOR SHALL NOT ASSIGN ANY OF ITS RIGHTS OR DELEGATE ANY OF ITS DUTIES UNDER THIS AGREEMENT, EITHER IN WHOLE OR IN PART, WITHOUT CITY'S PRIOR WRITTEN CONSENT. CITY'S CONSENT TO AN ASSIGNMENT OF RIGHTS UNDER THIS AGREEMENT SHALL NOT RELEASE CONTRACTOR FROM

ANY OF ITS OBLIGATIONS OR ALTER ANY OF ITS PRIMARY OBLIGATIONS TO BE PERFORMED UNDER THIS AGREEMENT. ANY ATTEMPTED ASSIGNMENT OR DELEGATION IN VIOLATION OF THIS SECTION SHALL BE VOID AND OF NO EFFECT AND SHALL ENTITLE CITY TO TERMINATE THIS AGREEMENT. AS USED IN THIS SECTION, "ASSIGNMENT" AND "DELEGATION" MEANS ANY SALE, GIFT, PLEDGE, HYPOTHECATION, ENCUMBRANCE OR OTHER TRANSFER OF ALL OR ANY PORTION OF THE RIGHTS, OBLIGATIONS, OR LIABILITIES IN OR ARISING FROM THIS AGREEMENT TO ANY PERSON OR ENTITY, WHETHER BY OPERATION OF LAW OR OTHERWISE, AND REGARDLESS OF THE LEGAL FORM OF THE TRANSACTION IN WHICH THE ATTEMPTED TRANSFER OCCURS.

18. NO THIRD PARTY BENEFICIARIES INTENDED. THIS AGREEMENT IS MADE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS AGREEMENT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND NO OTHER PERSON OR ENTITY MAY HAVE OR ACQUIRE A RIGHT BY VIRTUE OF THIS AGREEMENT.

19. WAIVER. NO DELAY OR OMISSION TO EXERCISE ANY RIGHT, POWER OR REMEDY ACCRUING TO CITY UNDER THIS AGREEMENT SHALL IMPAIR ANY RIGHT, POWER OR REMEDY OF CITY, NOR SHALL IT BE CONSTRUED AS A WAIVER OF, OR CONSENT TO, ANY BREACH OR DEFAULT. NO WAIVER OF ANY BREACH, ANY FAILURE OF A CONDITION, OR ANY RIGHT OR REMEDY UNDER THIS AGREEMENT SHALL BE (1) EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY THE PARTY MAKING THE WAIVER, (2) DEEMED TO BE A WAIVER OF, OR CONSENT TO, ANY OTHER BREACH, FAILURE OF A CONDITION, OR RIGHT OR REMEDY, OR (3) DEEMED TO CONSTITUTE A CONTINUING WAIVER UNLESS THE WRITING EXPRESSLY SO STATES.

20. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. THE ACCEPTANCE BY CONTRACTOR OF THE FINAL PAYMENT MADE UNDER THIS AGREEMENT SHALL OPERATE AS AND BE A RELEASE OF CITY FROM ALL CLAIMS AND LIABILITIES FOR COMPENSATION TO CONTRACTOR FOR ANYTHING DONE, FURNISHED OR RELATING TO CONTRACTOR'S WORK OR SERVICES. ACCEPTANCE OF PAYMENT SHALL BE ANY NEGOTIATION OF CITY'S CHECK OR THE FAILURE TO MAKE A WRITTEN EXTRA COMPENSATION CLAIM WITHIN TEN CALENDAR DAYS OF THE RECEIPT OF THAT CHECK. HOWEVER, APPROVAL OR PAYMENT BY CITY SHALL NOT CONSTITUTE, NOR BE DEEMED, A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS FOR THE ACCURACY AND COMPETENCY OF THE INFORMATION PROVIDED AND/OR WORK PERFORMED; NOR SHALL SUCH APPROVAL OR PAYMENT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY OR LIABILITY BY CITY FOR ANY DEFECT OR ERROR IN THE WORK PREPARED BY CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS.

21. CORRECTIONS. IN ADDITION TO THE ABOVE INDEMNIFICATION OBLIGATIONS, CONTRACTOR SHALL CORRECT, AT ITS EXPENSE, ALL ERRORS IN THE WORK WHICH MAY BE DISCLOSED DURING CITY'S REVIEW OF CONTRACTOR'S REPORT OR PLANS. SHOULD CONTRACTOR FAIL TO MAKE SUCH CORRECTION IN A REASONABLY TIMELY MANNER, SUCH CORRECTION MAY BE MADE BY CITY, AND THE COST THEREOF SHALL BE CHARGED TO CONTRACTOR. IN ADDITION TO ALL OTHER AVAILABLE REMEDIES, CITY MAY DEDUCT THE COST OF SUCH CORRECTION FROM ANY RETENTION AMOUNT HELD BY CITY OR MAY WITHHOLD PAYMENT OTHERWISE OWED CONTRACTOR UNDER THIS AGREEMENT UP TO THE AMOUNT OF THE COST OF CORRECTION.

22. NON-APPROPRIATION OF FUNDS. PAYMENTS TO BE MADE TO CONTRACTOR BY CITY FOR SERVICES PERFORMED WITHIN THE CURRENT FISCAL YEAR ARE WITHIN THE CURRENT FISCAL BUDGET AND WITHIN AN AVAILABLE, UNEXHAUSTED FUND. IN THE EVENT THAT CITY DOES NOT APPROPRIATE SUFFICIENT FUNDS FOR PAYMENT OF CONTRACTOR'S SERVICES BEYOND THE CURRENT FISCAL YEAR, THIS AGREEMENT SHALL COVER PAYMENT FOR CONTRACTOR'S SERVICES ONLY TO THE CONCLUSION OF THE LAST FISCAL YEAR IN WHICH CITY APPROPRIATES SUFFICIENT FUNDS AND SHALL AUTOMATICALLY TERMINATE AT THE CONCLUSION OF SUCH FISCAL YEAR.

23. EXHIBITS. EXHIBITS A AND **B** CONSTITUTE A PART OF THIS AGREEMENT AND ARE INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE. IF ANY INCONSISTENCY EXISTS OR ARISES BETWEEN A PROVISION OF THIS AGREEMENT AND A PROVISION OF ANY EXHIBIT, OR BETWEEN A PROVISION OF THIS AGREEMENT AND A PROVISION OF CONTRACTOR'S PROPOSAL, THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL.

24. ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT. THIS AGREEMENT AND ALL EXHIBITS REFERRED TO IN THIS AGREEMENT CONSTITUTE THE FINAL, COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT AND SUPERSEDE ALL OTHER PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN UNDERSTANDINGS AND AGREEMENTS OF THE PARTIES. NO PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, NOR IS ANY PARTY RELYING ON, ANY REPRESENTATION OR WARRANTY EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED, NOR ANY PROVISION OR BREACH HEREOF WAIVED, EXCEPT IN A WRITING SIGNED BY BOTH PARTIES.

25. HEADINGS. THE HEADINGS IN THIS AGREEMENT ARE INCLUDED SOLELY FOR CONVENIENCE OF REFERENCE AND SHALL NOT AFFECT THE INTERPRETATION OF ANY PROVISION OF THIS AGREEMENT OR ANY OF THE RIGHTS OR OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT.

26. WORD USAGE. UNLESS THE CONTEXT CLEARLY REQUIRES OTHERWISE, (A) THE WORDS "SHALL," "WILL" AND "AGREES" ARE MANDATORY AND "MAY" IS PERMISSIVE; (B) "OR" IS NOT EXCLUSIVE; AND (C) "INCLUDES" OR "INCLUDING" ARE NOT LIMITING.

27. TIME OF THE ESSENCE. TIME IS OF THE ESSENCE IN RESPECT TO ALL PROVISIONS OF THIS AGREEMENT THAT SPECIFY A TIME FOR PERFORMANCE; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT BE CONSTRUED TO LIMIT OR DEPRIVE A PARTY OF THE BENEFITS OF ANY GRACE OR USE PERIOD ALLOWED IN THIS AGREEMENT.

28. BUSINESS DAYS. "BUSINESS DAYS" MEANS DAYS MAYWOOD CITY HALL IS OPEN FOR BUSINESS.

29. GOVERNING LAW AND CHOICE OF FORUM. THIS AGREEMENT, AND ANY DISPUTE ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES TO THIS AGREEMENT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCEPT THAT ANY RULE OF CONSTRUCTION TO THE EFFECT THAT AMBIGUITIES ARE TO BE RESOLVED AGAINST THE DRAFTING PARTY SHALL NOT BE APPLIED IN INTERPRETING THIS AGREEMENT. ANY DISPUTE THAT ARISES UNDER OR RELATES TO THIS AGREEMENT

(WHETHER CONTRACT, TORT OR BOTH) SHALL BE RESOLVED IN A SUPERIOR COURT WITH GEOGRAPHIC JURISDICTION OVER THE CITY OF MAYWOOD.

30. ATTORNEYS' FEES. IN ANY LITIGATION OR OTHER PROCEEDING BY WHICH A PARTY SEEKS TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR BOTH) OR SEEKS A DECLARATION OF ANY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL ATTORNEYS' FEES, EXPERTS' FEES, AND OTHER COSTS ACTUALLY INCURRED IN CONNECTION WITH SUCH LITIGATION OR OTHER PROCEEDING, IN ADDITION TO ALL OTHER RELIEF TO WHICH THAT PARTY MAY BE ENTITLED.

31. SEVERABILITY. IF A COURT OF COMPETENT JURISDICTION HOLDS ANY PROVISION OF THIS AGREEMENT TO BE ILLEGAL, INVALID OR UNENFORCEABLE FOR ANY REASON, THE VALIDITY OF AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS AGREEMENT SHALL NOT BE AFFECTED AND CONTINUE IN FULL FORCE AND EFFECT.

32. COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN MULTIPLE COUNTERPARTS, ALL OF WHICH SHALL BE DEEMED AN ORIGINAL, AND ALL OF WHICH WILL CONSTITUTE ONE AND THE SAME INSTRUMENT.

33. CORPORATE AUTHORITY. EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF HIS OR HER PARTY WARRANTS THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THAT PARTY AND THAT BY SUCH EXECUTION, THAT PARTY IS FORMALLY BOUND TO THE PROVISIONS OF THIS AGREEMENT.

[*SIGNATURE PAGE FOLLOWS*]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Maywood,

a California municipal corporation

By: _____

Eddie De La Riva, Mayor

Contractor:

_____

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

By: _____

Roxanne Diaz, City Attorney

ATTACHMENT 2

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section
1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor's Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as
specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees.

In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.

ATTACHMENT 3

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Maywood, California, hereinafter "City", has awarded to

_____ [Name of Contractor] hereinafter designated as "Principal," a Contract for _____ within the City;

WHEREAS, said Principal is required under the terms of the Contract, which is incorporated herein, and the California Civil Code, to file a good and sufficient payment bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code;

NOW, THEREFORE, we, the undersigned Principal, and ,

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of:

Dollars ($), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

FURTHER the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Contract Documents, or of the work to be performed thereunder, shall in any way affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the

terms of the Contract Documents or to the work or specifications thereunder. Surety hereby waives notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and Surety named herein, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.