



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

TUESDAY, SEPTEMBER 24, 2024 AT 6:00 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

CITY CLERK
Brian E. Juarez

MAYOR PRO TEM
Mayra Aguiluz

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Jessica Torres
Frank Garcia
Heber Marquez

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/87513385774> 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 4:30 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. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

V. 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.

VI. PRESENTATIONS

PRESENTATION OF AWARDS FOR THE CITY OF MAYWOOD FINALISTS OF THE UTILITY BOX ART PROGRAM

RECOGNITION AND CONGRATULATORY FAREWELL TO THE MAYWOOD CESAR CHAVEZ LIBRARY ASSISTANT ROSA PEÑA

LOS ANGELES SHERIFF'S DEPARTMENT: CITY UPDATE

CITY OF MAYWOOD DECLARES SEPTEMBER 2024 AS SUICIDE PREVENTION AWARENESS MONTH

CITY OF MAYWOOD DECLARES SEPTEMBER 15, 2024, THROUGH OCTOBER 15, 2024, AS NATIONAL HISPANIC HERITAGE MONTH

VII. PUBLIC HEARING

1. 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) (EL POLLO LOCO, MAYWOOD VILLAGE CENTER, KIM)

VIII. 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.

2. MINUTES OF THE AUGUST 8, 2024, SPECIAL CITY COUNCIL MEETING
3. MINUTES OF THE AUGUST 28, 2024, REGULAR CITY COUNCIL MEETING
4. REVENUE REPORT AUGUST 2024
5. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL AUGUST 2024
6. CONSIDERATION OF ADOPTING RESOLUTION NO. 6384 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
7. CONSIDERATION OF ADOPTING RESOLUTION NO. 6385 OF THE CITY OF MAYWOOD AND AMENDING THE CITY'S CONFLICT OF INTEREST CODE RESOLUTION NO. 6153
8. CONSIDERATION OF APPROVAL OF AN ACCESS AND LICENSE AGREEMENT WITH THE CITY OF BELL FOR THE RANDOLPH STREET BEAUTIFICATION PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT
9. CONSIDERATION TO ADOPT RULES AND REGULATIONS FOR FIELD RESERVATIONS AT DODGER DREAMFIELD AT MAYWOOD PARK
10. CONSIDERATION OF APPROVING THE PURCHASE OF TWO ELECTRIC VEHICLES FROM PENSKE CHEVROLET OF CERRITOS IN THE TOTAL AMOUNT NOT TO EXCEED \$100,283,40 UTILIZING FUNDS THAT ARE UNDER ALLOCATED AB 2766 AND MAKE THE FINDINGS PURSUANT TO SECTION 3-4.13(E)
11. CONSIDERATION OF APPROVAL FOR ISSUANCE OF A SPECIAL EVENT PERMIT TO ST. ROSE OF LIMA SCHOOL LOCATED AT 4422 E. 60TH STREET FOR AN ANNUAL FUNDRAISER AND DIRECTION REGARDING CONDITIONS OF APPROVAL AS RECOMMENDED IN THE STAFF REPORT
12. RECOMMENDED APPROVAL OF PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY INTERESTS FOR PUBLIC

PURPOSES IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (J&MGC PARCEL, ASSESSOR PARCEL NUMBER 6313-013-030)

13. RECOMMENDED APPROVAL OF POSSESSION AND USE AGREEMENT AUTHORIZING CITY TO POSSESS AND USE CERTAIN REAL PROPERTY INTERESTS FOR PUBLIC PURPOSES IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (KIM PARCEL, ASSESSOR PARCEL NUMBERS 6313-011-036 & 6313-011-028)

IX. DISCUSSION/ACTION ITEMS

14. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM MAYWOOD ACADEMY HIGH SCHOOL MARCHING BAND IN THE AMOUNT OF \$7,000.00
15. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM SOUTHEAST RIO VISTA YMCA IN THE AMOUNT OF \$10,000
16. CONSIDERATION OF APPROVAL FOR ISSUANCE OF A SPECIAL EVENT PERMIT TO BELL CHAMBER OF COMMERCE LOCATED AT 4801 E. 58TH STREET FOR A FUNDRAISER AND DIRECTION REGARDING CONDITIONS OF APPROVAL AS RECOMMENDED IN THE STAFF REPORT

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 Wednesday, October 23, 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: September 24, 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) (EL POLLO LOCO, MAYWOOD VILLAGE CENTER, KIM)

RECOMMENDATION:

1. 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 listed in the report as 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.

2. 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 the following 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)

BACKGROUND:

Background and Summary

The City Council has before it three 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 is acquiring by negotiated acquisition an approximate 99 square foot area in fee and an approximate 177 square foot temporary construction easement from a fourth parcel located at 5901 Atlantic Avenue (APN 6313-013-030), which is owned by J&MGC, LLC, a California limited liability company.

The City originally scheduled the hearings to consider the adoption of the attached Resolutions of Necessity for the meeting of August 28, 2024. The hearings were continued to September 24, 2024. As discussed below, notice was provided to the record owners of the Subject Property Interests regarding the continued hearings.

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 of 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 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 Highways during 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.

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:

- 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 the least private injury;
- C. The Subject Property Interests described in each Resolution of Necessity are necessary for the Project; and
- D. 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 which 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.

DISCUSSION:

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 several weeks. According to the owners' representative, the owners have agreed to the term of a Possession and Use Agreement that would authorize the City to possess and use the Kim Property Interests for the construction of the Project and allow the parties additional time to negotiate the purchase of said property interests. The City did not receive the signed Possession and Use Agreement before the Agenda deadline for the September 24, 2024 meeting. If the City receives the signed Possession and Use Agreement before the September 24, 2024 hearing, City Staff will recommend that the hearing for the adoption of the Resolution of Necessity for the Kim Property Interests be taken off calendar. The adoption of a Resolution of Necessity and/or approval of a Possession and Use Agreement does not preclude the owners of the Kim Property Interests and the City from continuing their negotiations for the City's purchase of the Kim 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. Before the August 28, 2024 meeting, the City's counsel advised counsel for El Pollo Loco that the City was continuing the hearing to September 24, 2024.

Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 29, 2024 to El Pollo Loco informing the owner of the City's intent to consider at its September 24, 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 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 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. Before the August 28, 2024 meeting, the City's counsel advised counsel for Maywood Village Center that the City was continuing the hearing to September 24, 2024.

Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail

dated August 29, 2024 to Maywood Village Center informing the owner of the City's intent to consider at its September 24, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Maywood Village 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 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. Before the August 28, 2024 meeting, the City's counsel advised the representative for the Kim parties that the City was continuing the hearing to September 24, 2024.

Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 29, 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, informing the owners of the City's intent to consider at its September 24, 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 notice 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.

REQUIRED FINDINGS FOR ADOPTION OF RESOLUTION OF NECESSITY

A. 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 of 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.

B. 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.

C. 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, and Kim 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.

D. 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, 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.

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.

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)
- 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's office has 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 (El Pollo Loco)
2. Resolution No. 6378 (Maywood Village Center)
3. Resolution No. 6379 (Kim)

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)

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. Before the August 28, 2024 meeting, the City's counsel advised counsel for the record owner that the hearing would be continued to September 24, 2024 to allow additional time for negotiations. Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 29, 2024 to the record owner advising the record owner regarding the City's intent to consider at its September 24, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests. 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 (El Pollo Loco), 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 which 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 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. Before the August 28, 2024

meeting, the City's counsel advised counsel for the record owner that the hearing would be continued to September 24, 2024 to allow additional time for negotiations. Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 29, 2024 to the record owner advising the record owner regarding the City's intent to consider at its September 24, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests. 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 the 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 September 24, 2024 by the following votes:

AYES:

NOES:

ABSENT:

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF SEPTEMBER, 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

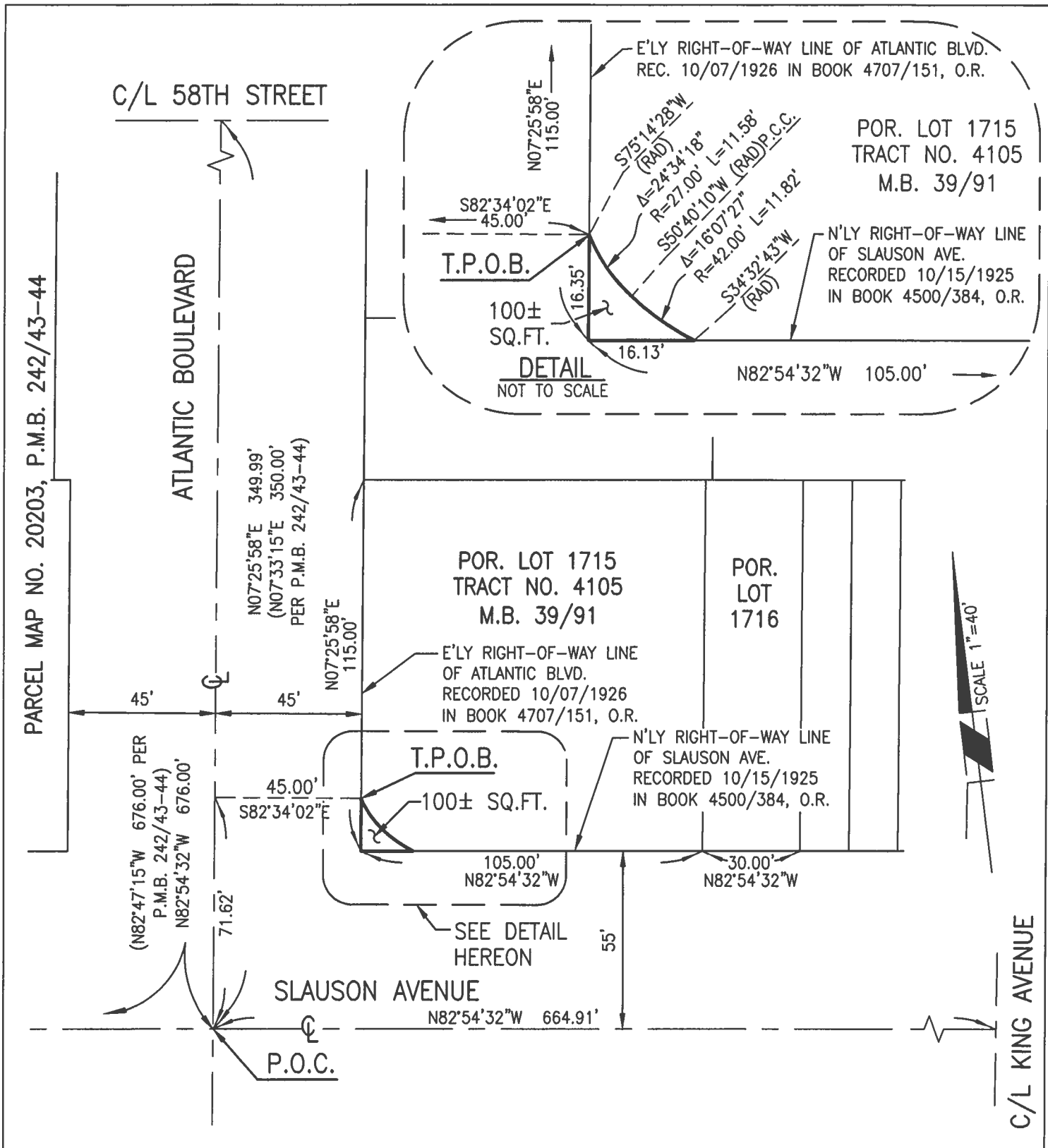
GREGORY C. SEBOURN, P.L.S. 8395

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



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

PN 2042639600

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.



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

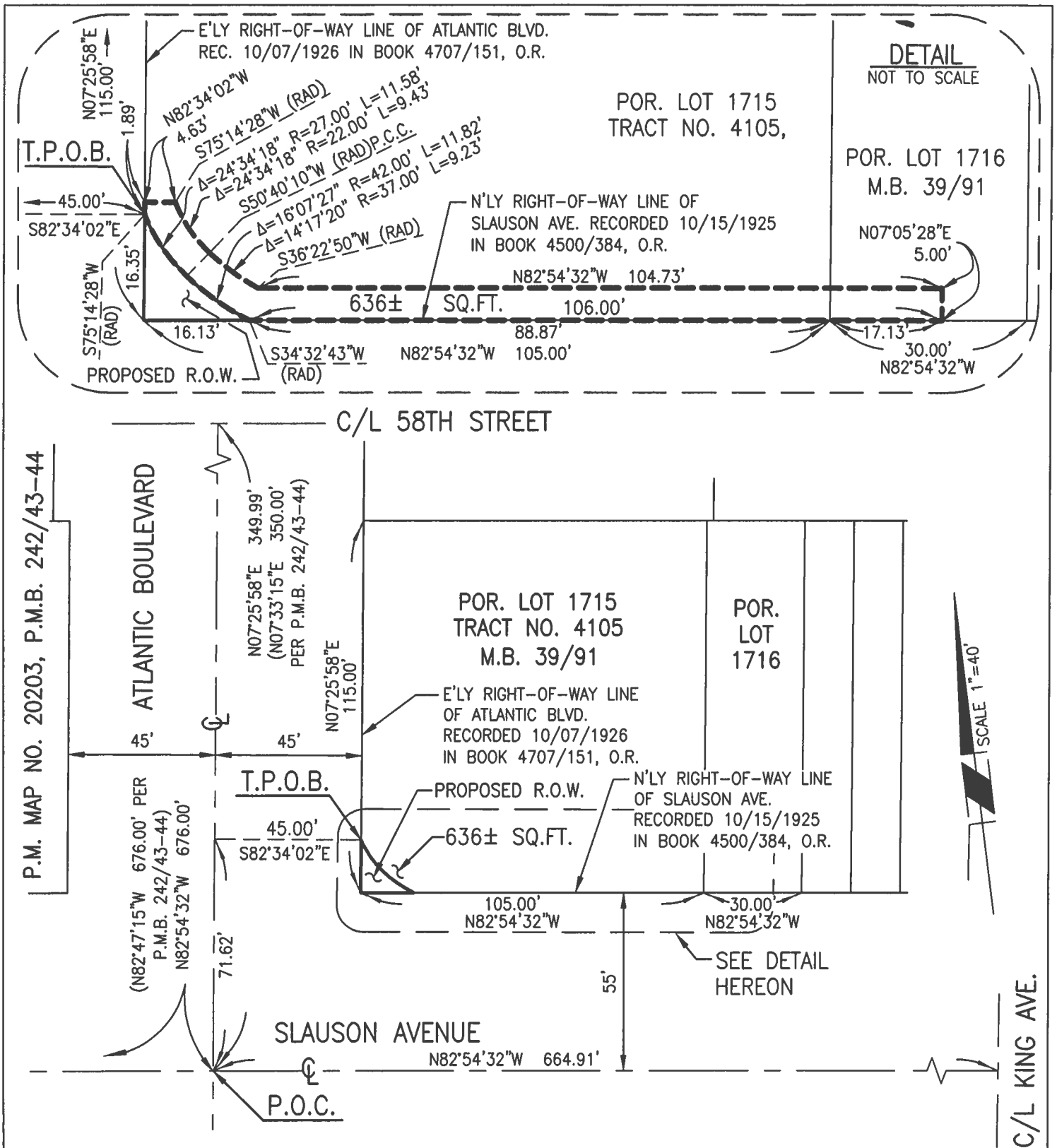
11/30/2023

DATE

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



EXHIBIT B-2
DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT



Stantec

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

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 (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)

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 advising the record owner regarding 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. Before the August 28, 2024 meeting, the City's counsel advised counsel for the record owner that the hearing would be continued to September 24, 2024 to allow additional time for negotiations. Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 29, 2024 to the record owner advising the record owner regarding the City's intent to consider at its September 24, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests. 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 (Maywood Village Center), 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 6313-015-030, 6313-015-031, 6313-015-032 & 6313-015-033) ("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 which 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 Maywood Village Center LLC, a Delaware limited liability company, the record owner of the Subject Property Interests the City seeks to acquire advising the record owner regarding 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. Before the August 28, 2024 meeting, the City's counsel advised counsel for the record owner that the hearing would be continued to September 24, 2024 to allow additional time for negotiations. Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 29, 2024 to the record owner advising the record owner regarding the City's intent to consider at its September 24, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests. 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 the 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 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 September 24, 2024 by the following votes:

AYES:

NOES:

ABSENT:

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF SEPTEMBER, 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.



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



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

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

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.



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

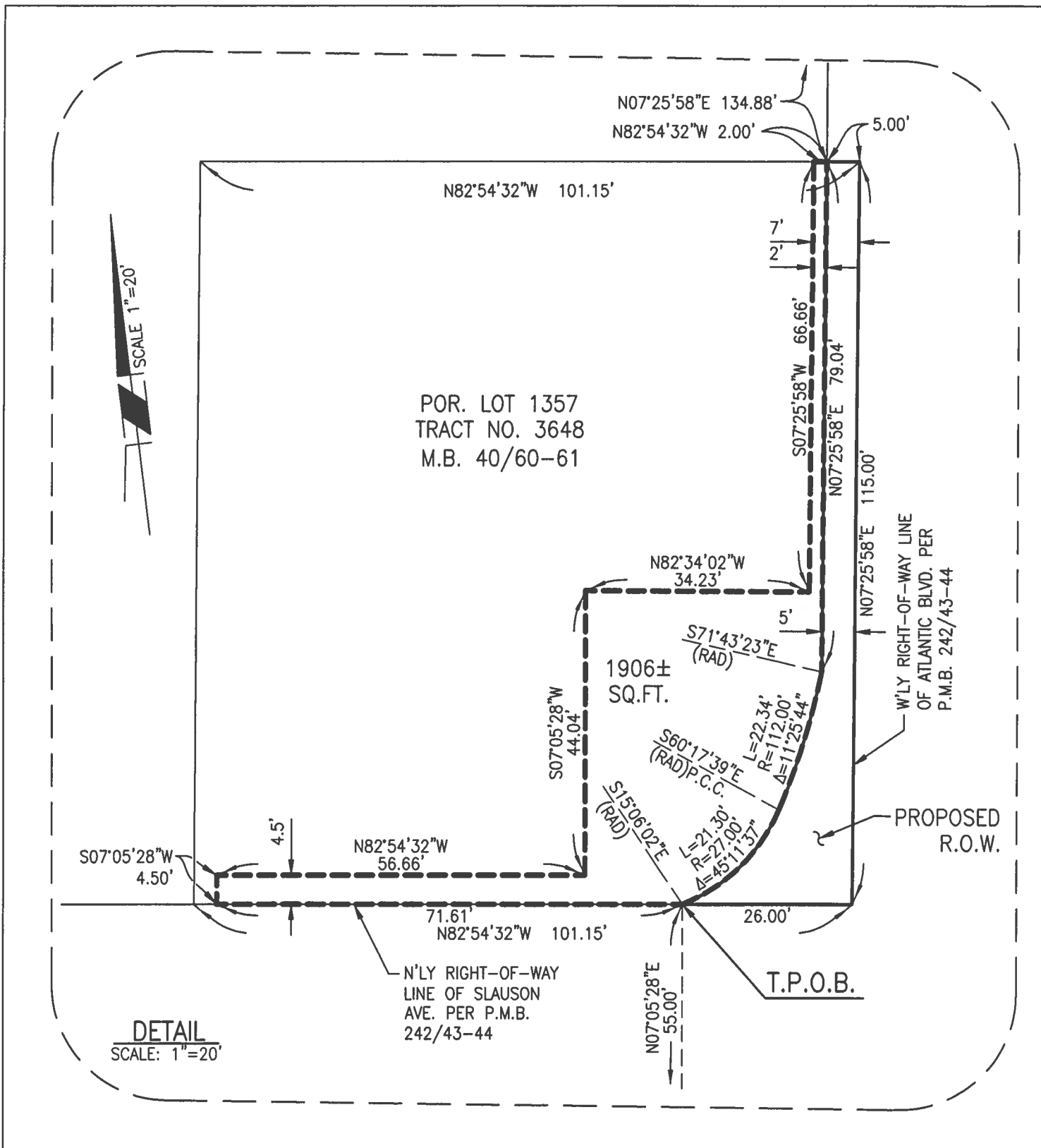
11/30/2023

DATE

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



EXHIBIT B-2
DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT



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



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

PN 2042639600

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)

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. Before the August 28, 2024 meeting, the City's counsel advised the representative for the record owners that the hearing would be continued to September 24, 2024 to allow additional time for negotiations. Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 29, 2024 to the record owners advising the record owners regarding the City's intent to consider at its September 24, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests. The notice 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 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 (Kim), 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 which 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. Before the August 28, 2024 meeting, the City's counsel advised the representative for the record owners that the hearing would be continued to September 24, 2024 to allow additional time for negotiations. Pursuant to Code of Civil Procedure Section 1245.235, the City sent a letter and a notice by first-class mail dated August 29, 2024 to the record owners advising the record owners regarding the City's intent to consider at its September 24, 2024 meeting, the adoption of a Resolution of Necessity for the acquisition by eminent domain of the Subject Property Interests. The notice 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 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. The City provided a courtesy copy of the letter and notice to the representative of the record owners.

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 September 24, 2024 by the following votes:

AYES:

NOES:

ABSENT:

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF SEPTEMBER, 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.



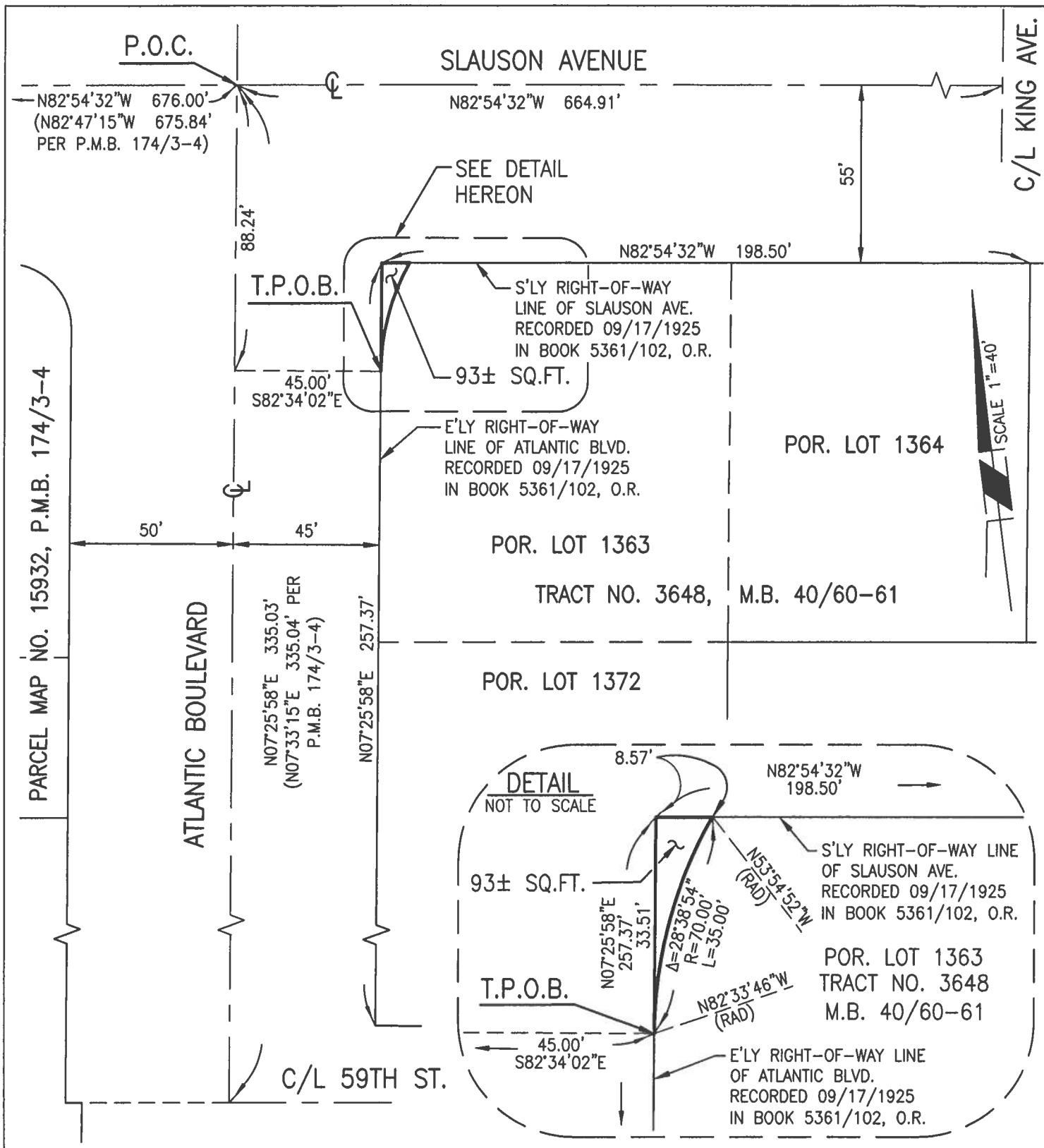
11/30/2023

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

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



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

PN 2042639600

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

EXHIBIT "A"
LEGAL DESCRIPTION

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;

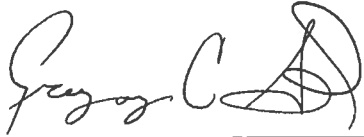
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 07°25'58" EAST 112.22 FEET TO THE **TRUE POINT OF BEGINNING**.

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

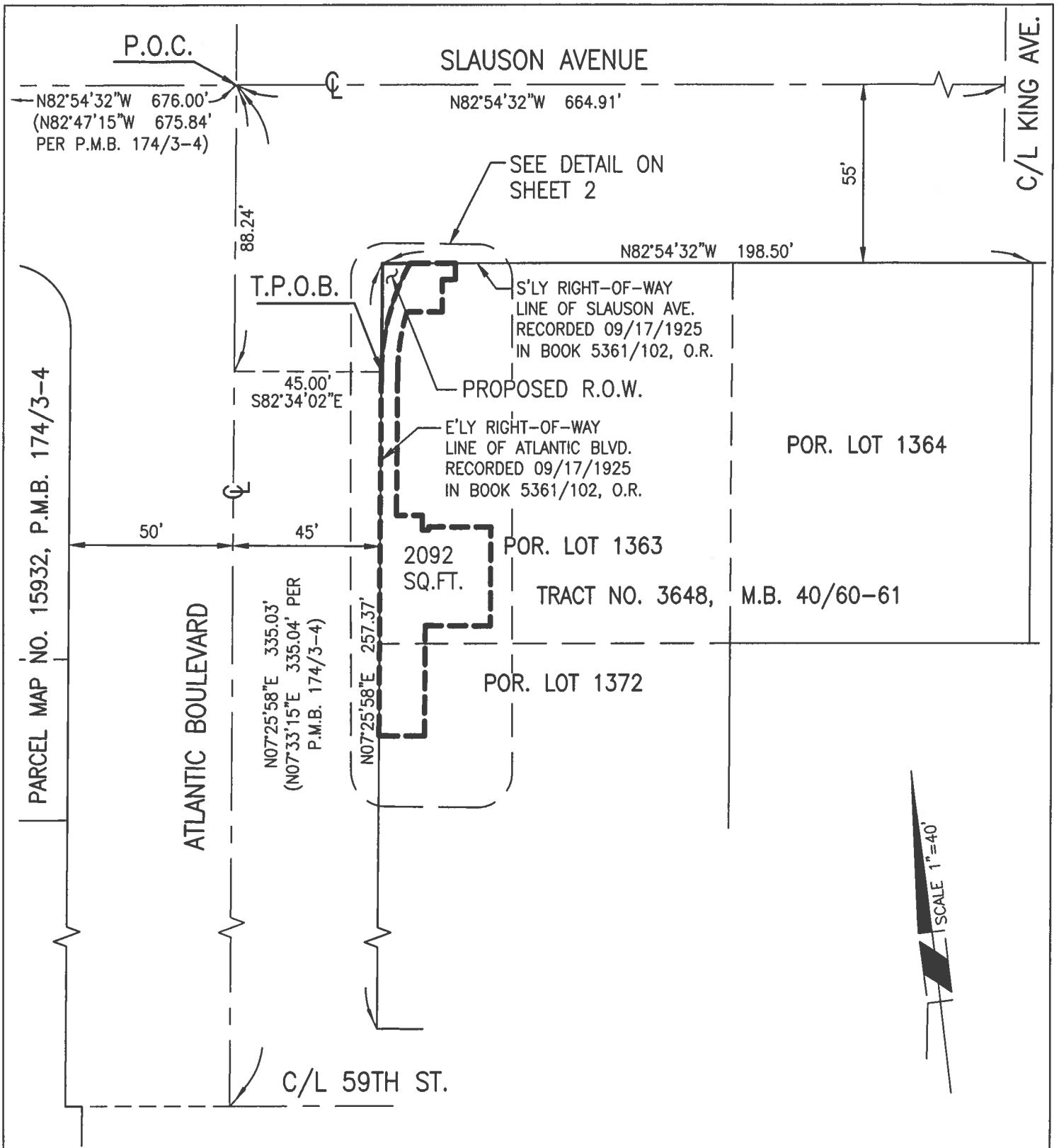
GREGORY C. SEBOURN, P.L.S. 8395

DATE

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



EXHIBIT B-2
DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT



Stantec

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

PN 2042639600



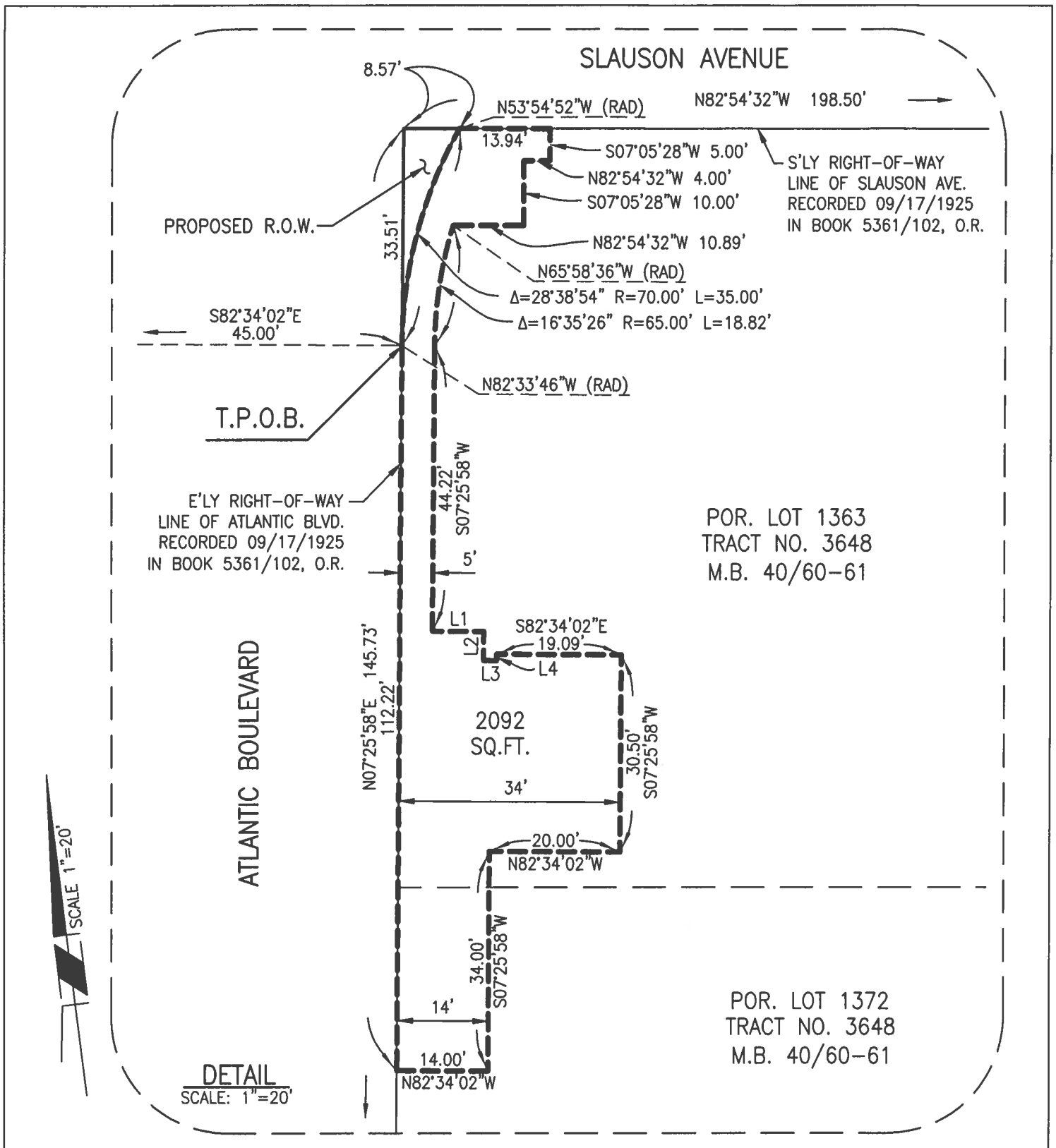
Temporary Construction
Easement
Lots 1363 & 1372,
Tract No. 3648,
M.B. 40/60-61

CONTAINING: 2092 SQ. FT. ±

EXHIBIT "B"
PLAT

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

Date: 01/23/2024 Sheet 1 of 2



Stantec

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



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

PN 2042639600



MEETING MINUTES

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

MONDAY, AUGUST 5, 2024 AT 5:00 PM

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

I. CALL TO ORDER/ROLL CALL

Mayor De La Riva called the meeting to order at 5:02 p.m.

II. CITY OFFICIALS

MAYOR
Eddie De La Riva (present)

CITY CLERK
Brian E. Juarez (absent)

MAYOR PRO TEM
Mayra Aguiluz (present)

CITY TREASURER
Mary Mariscal (absent)

COUNCIL MEMBERS
Jessica Torres (present)
Frank Garcia (present)
Heber Marquez (present)

CITY MANAGER
Jennifer E. Vasquez (present)

CITY ATTORNEY
Roxanne Diaz (remotely)

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

No comments provided.

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

There was no public participation.

VI. DISCUSSION/ACTION ITEMS – City Manager Vasquez and City Attorney Diaz provided a brief report on item. City Council provided their comments. Council Member Marquez motioned to adopt the resolution and a second by Council Member Garcia.

1. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 6373 CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE SUBMISSION TO THE VOTERS OF A MEASURE TO CHANGE THE OFFICE OF THE CITY CLERK TO AN APPOINTIVE POSITION AND ADOPTION OF RESOLUTION NO. 6374 CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, FOR THE SUBMISSION TO THE VOTERS OF A MEASURE TO CHANGE THE OFFICE OF THE CITY TREASURER TO AN APPOINTIVE POSITION

VII. ADJOURNMENT – Mayor De La Riva adjourned the meeting at 5:07 p.m. to the next Regular Meeting of the Maywood City Council is scheduled for Wednesday, August 28, 2024, at 5:30 p.m. in the Council Chambers.



MEETING MINUTES

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

Mayor De La Riva joined the meeting remotely due to being ill and Mayor Pro Tem Aguiluz conducted today's meeting. The meeting was called to order by Mayor Pro Tem Aguiluz at 5:31 p.m.

II. CITY OFFICIALS

MAYOR
Eddie De La Riva (remotely)

CITY CLERK
Brian E. Juarez (present)

MAYOR PRO TEM
Mayra Aguiluz (present)

CITY TREASURER
Mary Mariscal (absent)

COUNCIL MEMBERS
Jessica Torres (present)
Frank Garcia (present)
Heber Marquez (present)

CITY MANAGER
Jennifer E. Vasquez (present)

CITY ATTORNEY
Roxanne Diaz (present)

III. MEETING PROCEDURES

THIS MEETING WAS HELD IN PERSON.

THE MEETING WAS AVAILABLE FOR VIEWING VIA ZOOM:

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

IV. CLOSED SESSION – Mayor Pro Tem Aguiluz called on the City Attorney to provide a report. City Attorney Diaz provided no reportable action.

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

City Council provided their comments.

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

Public Participation by David Perez.

VII. PRESENTATIONS

Special Assignment Deputy Santacruz provided an update on the July 2024 crime statistics. She also invited the City Council and community to the September 12, 2024, Neighborhood and Business Watch Meeting.

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

Mayor Pro Tem Aguiluz opened the public hearing and City Manager Jennifer Vasquez provided a report. Council provided their comments.

Mayor Pro Tem Aguiluz opened public comment for this item. David Perez provided a public comment. Mayor Pro Tem Aguiluz closed the public hearing. Council Member Garcia motioned to approve the item with a second by Council Member Torres. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

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)

City Attorney Diaz requested this item get continued to the next City Council meeting in September 2024. Council Member Marquez motioned to move the Public Hearing item to the September 24, 2024, City Council Meeting at 6:00 p.m. and a second by Council Member Garcia. Motion passed 5-0.

IX. CONSENT CALENDAR

Items 7 and 9 were pulled by Council Member Marquez.

Council Member Marquez motioned to approve items 3,-6, and 8, and a second by Council Member Garcia. AYES: Garcia, Marquez, Torres, Aguiluz, and De La Riva. Motion passed 5-0.

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

City Manager Vasquez provided a report on this item. City Council provided their comments. Council Member Marquez made a motion to approve item 7 and a second by Mayor Pro Tem Aguiluz. AYES: Garcia, Marquez, Torres, Aguiluz, and De La Riva. Motion passed 5-0.

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

City Manager Vasquez provided a report on this item. City Council provided their comments. Council Member Marquez made a motion to approve item 9 and a second by Council Member Torres. AYES: Garcia, Marquez, Torres, Aguiluz, and De La Riva. Motion passed 5-0.

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

The follow people provided a public comment: David Perez, Maximo Correa, Humberto Amador, Javier Gonzalez,

XI. ADJOURNMENT – Mayor Pro Tem Aguiluz adjourned the Council Meeting at 6:54 p.m. and stated that 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.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: September 24, 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 AUGUST 2024

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report for the months of July & August 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 – August 2023 and July – August 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 - August 2024 City of Maywood FY 2024-2025 General Fund
2. July - August 2024 City of Maywood FY 2024-2025 Special Revenue Fund

Year-To-Date Revenue Report-General Fund

FY 2024-2025

As of August 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - August 2023	July - August 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	-	26,980	26,980	3.31%	Major payments receive in December and March.
4211	Utility Users Tax	1,400,000	65,400	86,959	21,559	6.21%	Received in the following month.
4206	Transfer Tax	16,000	941	2,173	1,232	13.58%	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	\$ 66,341	\$ 116,112	\$ 49,771	1.66%	
Licenses & Permits:							
4301	Compliance Program Fee	\$ 45,000	-	\$ -	\$ -	0.00%	Payment received in March annually.
Various	Plumbing, Electrical & Conditional/Land Used Permits	13,600	2,564	2,638	74	19.40%	Permits fluctuate based on activities.
4305	Public Works Permit Fees	150,000	20,273	17,939	(2,335)	11.96%	Fees fluctuate based on activities.
Various	Other Fees & Permits	24,154	4,172	5,650	1,478	23.39%	Fees fluctuate based on activities.
4320	Occupancy Permits	600	-	568	568	94.70%	
4313	Building Permits	50,000	9,584	10,822	1,238	21.64%	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	130	150	20	0.24%	Parking Permits issued during Sept.
4311	Apartment License	20,000	4	75	71	0.38%	Majority of payments are received in January-March.
4205	Business License Tax	240,000	1,324	7,055	5,731	2.94%	Majority of payments are received in January-March.
4110	Vehicle License Fees Excess	31,000	-	-	-	0.00%	State Allocation
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	\$ 38,051	\$ 44,896	\$ 6,846	1.03%	

Year-To-Date Revenue Report-General Fund

FY 2024-2025

As of August 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - August 2023	July - August 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	4,393	9,688	5,295	16.70%	Fees fluctuate based on activities.
4702	Rents & Concessions	23,800	3,969	3,969	-	16.68%	Monthly payments.
Charges for Services Total		\$ 81,800	\$ 8,362	\$ 13,657	\$ 5,295	16.70%	
Fines and Forfeitures:							
4401	Penalties: Apt & Bus License	\$ 9,000	\$ 345.30	\$ 1,199	\$ 854	13.33%	Penalties generally occur 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	1,500	100	(1,400)	2.00%	Code Enforcement Citations fluctuate based on activities.
4402	Citations: Parking	412,000	4,951	4,971	20	1.21%	Fees fluctuate based on activities. Payments are received two months after the citations are paid to third party.
Fines and Forfeitures Total		\$ 646,000	\$ 25,875	\$ 28,055	\$ 2,180	4.34%	
Leases and Concessions:							
4501	Leased Property Rental Income	\$ 61,400	\$ 9,835	\$ 7,417	\$ (2,418)	12.08%	Payments received monthly.
Leases and Concessions Total		\$ 61,400	\$ 9,835	\$ 7,417	\$ (2,418)	12.08%	
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	520	2,420	1,900	3.32%	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 August 31, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - August 2023	July - August 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(C divided by A)	
Miscellaneous Revenue Total		\$ 1,063,605	\$ 520	\$ 2,420	\$ 1,900	0.23%	
Retiree Pension Levy:							
4830	Retiree Pension Levy	\$ 1,300,000	\$ -	\$ 9,396	\$ 9,396	0.72%	Payment starts in November.
Retiree Pension Levy Total		\$ 1,300,000	\$ -	\$ 9,396	\$ 9,396	0.72%	
General Fund Revenue Total		\$ 14,494,145	\$ 148,984	\$ 221,953	\$ 72,969	1.53%	

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

Fund	Fund Description	Adopted Budget FY 2024-25	July - August 2023	July - August 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	(A divided by C)	
212	Gas Tax Fund	\$ 721,127	\$127,213	\$68,999	(58,214)	9.57%	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	115,120	109,677	(5,444)	15.89%	Received monthly.
222	Proposition C Transit Fund	582,762	96,472	91,562	(4,910)	15.71%	Received monthly.
223	Air Quality Management District (AQMD) Fund	35,300	-	-	-	0.00%	Received quarterly.
224	Measure R Transit Fund	429,999	71,548	68,225	(3,323)	15.87%	Received monthly.
225	Measure M Transit Fund	498,766	80,084	77,166	(2,918)	15.47%	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	\$ 490,437	\$ 415,948	\$ (74,489)	1.65%	

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: September 24, 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 AUGUST 2024

RECOMMENDATION:

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

BACKGROUND:

In accordance with the City of Maywood's Adopted Investment Policy 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 shows 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. The purpose of this report is to show the cash and investment balances at month end. The investment 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 August 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. August 2024 Cash and Investment Report

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

Description	Type	Ending Balance as of 8/31/2024
A - Non-Investment Cash Accounts		
A1 - US Bank - August 2024	Cash	\$1,821,603.30
A2 - Total Cash Accounts		<u>\$1,821,603.30</u>
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 August 31, 2024	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$1,111,428.10
B3 - California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT) Calculated Report Results as of August 31, 2024	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	<u>\$1,035,504.07</u>
B4 - Total Investment Accounts		<u>\$17,955,066.29</u>
C - Total Cash and Investments		<u>\$19,776,669.59</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: September 24, 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. 6384 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 08/16/2024 through 09/13/2024, and adopt Resolution No. 6384 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 FY2024-25 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 \$1,459,566.59 for the period of 8/16/24 to 09/13/24. This amount consists of Warrant Registers of \$1,127,616.92, ACH registers of \$189,008.15, and Payroll Wire Transfers of \$142,941.52

F.Y. 24-25 Impact: Summary of the Warrant/ACH Registers disbursements by Fund.		
Fund Impacted:		
Fund	Amount	
100- General Fund	\$853,760.46	
212-Gas Tax Fund	\$77,457.30	
216- SB-1 Road Maint. Reha. Act Fund	\$1,264.00	
221-Proposition A Fund	\$78,963.36	
222-Proposition C Fund	\$6,916.39	
224-Measure R Fund	\$141.96	

225- Measure M Fund	\$421.51	
243-CDBG Fund	\$1,017.76	
251-Street Lighting Fund	\$11,200.88	
261-Grants Fund	\$147,285.95	
273-Local Fiscal Fund	\$18,614.75	
280-Measure W Fund	\$7,537.00	
412-Sewer Enterprise Fund	\$1,386.00	
611-Successor Agency	\$110,657.75	
Total	\$1,316,625.07	
Account Number: Various General Ledger Accounts		

ATTACHMENT(S)

1. Resolution No.6384 Approving the Warrants for Register 9.24.24
2. Exhibit A Summary Warrant Demand 9.24.24
3. Exhibit B Warrant Register Detail 9.24.24

RESOLUTION NO. 6384

**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 \$1,459,566.59 are hereby
ratified:

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

PASSED, APPROVED AND ADOPTED THIS 24th day of September 2024.

Eddie De La Riva, Mayor

ATTEST:

APPROVED AS TO FORM:

Brian E. Juarez, City Clerk

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.6384, 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 24th day of September, 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
Tuesday, September 24, 2024

Accounts Payable

Amount

Accounts Payable void warrants for payment: Checks No. 092382,092474 and 092475	\$	-
Accounts Payable prepaid warrants for payment: Checks No. 092487 - 092556	\$	714,379.43
Accounts Payable regular warrants for payment: Checks No. 092436 - 092486	\$	413,237.49
Accounts Payable regular warrants for payment: ACH No. ACH-194 - ACH-203	\$	189,008.15
Sub-total	\$	1,316,625.07

Payroll /Wire Transfer

08/29/24 Payroll Pay Period 7/28/2024 - 8/10/2024	\$	69,555.34
09/12/24 Payroll Pay Period 8/11/2024 - 9/7/2024	\$	72,941.17
Sub-total	\$	142,941.52

Total Demands \$ 1,459,566.59

City of Maywood
Check/Voucher Register - Warrant Register * 2
From 8/16/2024 Through 9/13/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092382	VOID	9/4/2024	CivicPlus LLC	(9,320.10)	Hosting & Security Annual Fee - 09/23/24 to 09/22/25	General Fund	100
092474	VOID	8/19/2024	Southern California Edison	(5,047.66)	Various Locations -July 2024	General Fund	100
		8/19/2024	Southern California Edison	(80.55)	Atlantic Ave PED 6/14/24-7/16/24	Gas Tax Fund	212
		8/19/2024	Southern California Edison	(2,500.41)	Various Locations -July 2024	Gas Tax Fund	212
		8/19/2024	Southern California Edison	(11,164.70)	Various Locations -July 2024	Street Lighting Fund	251
092475	VOID	8/19/2024	Sparkletts Drinking Water Corp	(159.87)	CH Drinking Water for Staff -July 2024	General Fund	100
092487	P	8/19/2024	Southern California Edison	5,047.66	Various Locations -July 2024	General Fund	100
		8/19/2024	Southern California Edison	80.55	Atlantic Ave PED 6/14/24-7/16/24	Gas Tax Fund	212
		8/19/2024	Southern California Edison	2,500.41	Various Locations -July 2024	Gas Tax Fund	212
		8/19/2024	Southern California Edison	11,164.70	Various Locations -July 2024	Street Lighting Fund	251
092488	P	8/19/2024	Sparkletts Drinking Water Corp	159.87	CH Drinking Water for Staff -July 2024	General Fund	100
092489	P	8/22/2024	El Cafecito by Cakes B&G	450.00	Taste of Maywood- Food Vendor	Local Fiscal Recovery Fund	273
092490	P	8/22/2024	Los Cabos The Pupusa House	450.00	Taste of Maywood- Food Vendor	Local Fiscal Recovery Fund	273
		8/25/2024	Los Cabos The Pupusa House	(450.00)	Taste of Maywood- Food Vendor	Local Fiscal Recovery Fund	273
092491	VOID	8/22/2024	Law offices of Levon Kirakosian Trust Account	0.00	Settlement Agreement	General Fund	100
092492	P	8/22/2024	Aresolo, Inc.	900.00	Taste of Maywood- Food Vendor	Local Fiscal Recovery Fund	273
092493	P	8/22/2024	Mariscos El Mazatlan	450.00	Taste of Maywood- Food Vendor	Local Fiscal Recovery Fund	273
092494	P	8/22/2024	Law offices of Levon Kirakosian Trust Account	350,000.00	Settlement Agreement	General Fund	100
092495	P	8/26/2024	Los Cabos The Pupusa House	450.00	Taste of Maywood- Food Vendor	Local Fiscal Recovery Fund	273
092496	P	9/4/2024	Abila	5,831.49	Maintenance & Support M&S 09/02-09/01/25	General Fund	100
092497	P	9/4/2024	ACC Business	824.22	Internet Services From 7/11/24 -8/8/24	General Fund	100
092498	P	9/4/2024	Alejandro Cervantes	21,000.00	Centennial Celebration - DJ services	General Fund	100
092500	P	9/4/2024	Amazon Capital Services	14.55	Building and Planning- Office Supplies	General Fund	100
		9/4/2024	Amazon Capital Services	110.36	FY23-24 Building and Planning- Office Supplies	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register * 2
From 8/16/2024 Through 9/13/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		9/4/2024	Amazon Capital Services	180.65	FY23-24 Community Event Supplies	General Fund	100
		9/4/2024	Amazon Capital Services	261.78	FY23-24 Office Supplies	General Fund	100
		9/4/2024	Amazon Capital Services	61.31	Magnetic sweeper - Pick Up Nails/Screws/Bottle Caps	General Fund	100
		9/4/2024	Amazon Capital Services	392.96	Office Supplies	General Fund	100
		9/4/2024	Amazon Capital Services	612.69	Office Supplies First Aid Kit	General Fund	100
092501	P	9/4/2024	AOP Entertainment and Apparel LLC	3,495.00	Centennial Celebration - Generator Rental	General Fund	100
092502	P	9/4/2024	AT&T	29.16	Emergency Elevator Phone Service- 7/10/24-8/9/24	General Fund	100
092503	P	9/4/2024	AT&T U-verse	107.00	Internet Services 8/19/24- 9/18/24	General Fund	100
092504	P	9/4/2024	Benefit Coordinators Corporation (BCC)	1,656.90	Dental and Vision Benefits for Aug. 2024	General Fund	100
		9/4/2024	Benefit Coordinators Corporation (BCC)	1,683.42	Dental and Vision Benefits for Sep. 2024	General Fund	100
		9/4/2024	Benefit Coordinators Corporation (BCC)	145.86	Dental and Vision Benefits for Aug. 2024	Gas Tax Fund	212
		9/4/2024	Benefit Coordinators Corporation (BCC)	304.98	Dental and Vision Benefits for Sep. 2024	Gas Tax Fund	212
		9/4/2024	Benefit Coordinators Corporation (BCC)	10.45	Dental and Vision Benefits for Aug. 2024	Proposition A Transit Fund	221
		9/4/2024	Benefit Coordinators Corporation (BCC)	10.45	Dental and Vision Benefits for Sep. 2024	Proposition A Fund	221
		9/4/2024	Benefit Coordinators Corporation (BCC)	33.16	Dental and Vision Benefits for Aug. 2024	Proposition CFund	222
		9/4/2024	Benefit Coordinators Corporation (BCC)	33.16	Dental and Vision Benefits for Sep. 2024	Proposition C Fund	222
		9/4/2024	Benefit Coordinators Corporation (BCC)	19.90	Dental and Vision Benefits for Aug. 2024	Measure RFund	224
		9/4/2024	Benefit Coordinators Corporation (BCC)	19.90	Dental and Vision Benefits for Sep. 2024	Measure RFund	224
		9/4/2024	Benefit Coordinators Corporation (BCC)	53.04	Dental and Vision Benefits for Aug. 2024	Measure M Fund	225
		9/4/2024	Benefit Coordinators Corporation (BCC)	132.60	Dental and Vision Benefits for Sep. 2024	Measure M Fund	225
		9/4/2024	Benefit Coordinators Corporation (BCC)	145.86	Dental and Vision Benefits for Aug. 2024	CDBG	243

City of Maywood
Check/Voucher Register - Warrant Register * 2
From 8/16/2024 Through 9/13/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		9/4/2024	Benefit Coordinators Corporation (BCC)	145.86	Dental and Vision Benefits for Sep. 2024	CDBG	243
		9/4/2024	Benefit Coordinators Corporation (BCC)	6.63	Dental and Vision Benefits for Aug. 2024	Street Lighting Fund	251
		9/4/2024	Benefit Coordinators Corporation (BCC)	6.63	Dental and Vision Benefits for Sep. 2024	Street Lighting Fund	251
		9/4/2024	Benefit Coordinators Corporation (BCC)	132.60	Dental and Vision Benefits for Aug. 2024	Local Fiscal Recovery Fund	273
		9/4/2024	Benefit Coordinators Corporation (BCC)	132.60	Dental and Vision Benefits for Sep. 2024	Local Fiscal Recovery Fund	273
		9/4/2024	Benefit Coordinators Corporation (BCC)	19.90	Dental and Vision Benefits for Aug. 2024	Successor Agency Fund	611
		9/4/2024	Benefit Coordinators Corporation (BCC)	19.90	Dental and Vision Benefits for Sep. 2024	Successor Agency Fund	611
092505		9/4/2024	BPR Consulting Group LLC	13,457.68	Building Technician Services- July 2024	General Fund	100
092506	P	9/4/2024	Brent Talmo	989.86	Retiree Medical Reimbursement- Sept. 2024	General Fund	100
092507	P	9/4/2024	Brian E. Juarez	300.00	City Clerk Stipend- Sept. 2024	General Fund	100
092508	P	9/4/2024	Bruce Leflar	1,207.90	Retiree Medical Reimbursement- Sept. 2024	General Fund	100
092509	P	9/4/2024	Christine M. Locher	291.15	Retiree Medical Reimbursement- Sept. 2024	General Fund	100
092510	P	9/4/2024	CivicPlus LLC	9,320.10	Hosting & Security Annual Fee - 09/23/2024 to 09/22/25	General Fund	100
092511	P	9/4/2024	CM Amusement	23,000.00	Centennial Celebration- Carnival Rides & Game Booths	General Fund	100
092512	P	9/4/2024	County of L.A. Dept. of Animal Control	9,683.74	Animal Control for July 2024	General Fund	100
092513	P	9/4/2024	County of Los Angeles Internal Services Department	10,682.00	FY23-24 LARIAC 7-MAYWOOD MAPS DETAIL	Gas Tax Fund	212
092514	P	9/4/2024	Dave and Frank Automotive	218.34	New Tire - to replace a flat and damaged tire- truck 99	General Fund	100
092515	P	9/4/2024	Edward Ahrens	1,573.82	Retiree Medical Reimbursement- Sept. 2024	General Fund	100
092516	P	9/4/2024	George Hills Company	186.00	City Claims/ Adjuster - July 2024	General Fund	100
092517	P	9/4/2024	HD Supply formerly Home Depot Pro	394.39	Building Repairs Maintenance Materials	General Fund	100
		9/4/2024	HD Supply formerly Home Depot Pro	(204.36)	Credit Memo Building Repairs Maintenance Materials	General Fund	100
		9/4/2024	HD Supply formerly Home Depot Pro	204.36	Memo Building Repairs Maintenance Materials	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register * 2
From 8/16/2024 Through 9/13/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092518	P	9/4/2024	Irene C Villapania	820.00	Centennial Celebration - Face Painting	General Fund	100
092519	P	9/4/2024	Jose Morales	825.00	Centennial Celebration - Jose Morales y Orquesta Performance	General Fund	100
092520	P	9/4/2024	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Srvs 7-15-24 to 8-14-24	General Fund	100
092521	P	9/4/2024	Agustin Gomez Castro	3,792.42	Centennial Celebration - Inflatable Game Rentals	General Fund	100
092522	P	9/4/2024	L.B. Johnson Hardware #1	56.88	Building Supplies	General Fund	100
		9/4/2024	L.B. Johnson Hardware #1	8.74	Electrical Tape & Wire Nuts-Finance Office Light Switch	General Fund	100
		9/4/2024	L.B. Johnson Hardware #1	35.01	Gloves/Hooks	General Fund	100
		9/4/2024	L.B. Johnson Hardware #1	11.14	Light Switch for Finance Office	General Fund	100
		9/4/2024	L.B. Johnson Hardware #1	137.08	Marking Spray Paint and String	General Fund	100
		9/4/2024	L.B. Johnson Hardware #1	24.05	Rollers for Paint Job in Library	General Fund	100
		9/4/2024	L.B. Johnson Hardware #1	85.34	Extra Bags of Cement for Street Sweeping Signs	Gas Tax Fund	212
092523	P	9/4/2024	LGP Equipment Rentals	242.00	Concrete Grinder for Lifted Sidewalks/Walkways	General Fund	100
		9/4/2024	LGP Equipment Rentals	235.00	Rented Cement Grinder for Repairs at Maywood PK	General Fund	100
092524	P	9/4/2024	Los Angeles County Fire Department	1,436.00	LACo/CUPA#AR0013523 Hazardous Waste/Materials	General Fund	100
092525	P	9/4/2024	Lustre Event Rentals LLC	3,992.91	Centennial Celebration - Rental: Tables, Canopy, & Tent	General Fund	100
092526	P	9/4/2024	Mariachi Divas Inc.	1,500.00	Centennial Celebration - Mariachi Divas Performance	General Fund	100
092527	P	9/4/2024	Mariano Fernandez	4,000.00	Centennial Celebration - Voces del Rancho - Performance	General Fund	100
092528	P	9/4/2024	Mary Mariscal	50.00	Treasurer Stipend Sept 2024	General Fund	100
092529	P	9/4/2024	Maywood Car Wash	769.31	Fuel and Car Wash for the City Vehicles- July 2024	General Fund	100
092530	P	9/4/2024	Tri-City Mutual Water Company	428.00	4618 Slauson Ave. 06/22/24-08/20/24	General Fund	100
		9/4/2024	Tri-City Mutual Water Company	420.00	4800 Slauson 06/26/24 to 08/19/24	General Fund	100
		9/4/2024	Tri-City Mutual Water Company	316.00	5316 Atlantic Ave. 06/25/24-08/22/24	General Fund	100
		9/4/2024	Tri-City Mutual Water Company	88.00	5600 Heliotrope Ave. 6/22/24-8/21/24	General Fund	100
		9/4/2024	Tri-City Mutual Water Company	2,594.00	E. 58th St. 6/26/24-8/21/24	General Fund	100
092531	P	9/4/2024	Marisela Diaz	235.00	Custom Wood Backdrop With Maywood Bldg. Sign	General Fund	100

City of Maywood
Check/Voucher Register - Warrant Register * 2
From 8/16/2024 Through 9/13/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092532	P	9/4/2024	Municipal Waste Solutions, Inc.	8,882.50	MWS April-June 2024 Solid Waste Consulting	County Grants	261
092533	P	9/4/2024	Nationwide Environmental Services	7,537.00	FY24-25 Street Sweeping Services for July 2024	Measure WFund	280
092534	P	9/4/2024	One Step GPS	1,339.20	FY24-25 GPS Service Subscription	General Fund	100
092535	P	9/4/2024	Perez Plumbing	895.00	Unclog Restrooms at Riverfront by The Walker Ave.	General Fund	100
		9/4/2024	Perez Plumbing	1,630.00	Valve Replacement at City Hall Restroom and Parks	General Fund	100
092536	P	9/4/2024	QDoxs	44.90	Copier Base Charge 8/5/24-9/4/24	General Fund	100
092537	P	9/4/2024	Revueltas Landscape Inc	4,500.00	June	General Fund	100
		9/4/2024	Revueltas Landscape Inc	4,500.00	May	General Fund	100
092538	P	9/4/2024	Roadline Products Inc.	1,791.05	Red and Green curb paint	Gas Tax Fund	212
092539	P	9/4/2024	Robert Leach	1,005.00	Retiree Medical Reimbursement- Sept. 2024	General Fund	100
092540	P	9/4/2024	Ronald Lindsey	1,422.62	Retiree Medical Reimbursement- Sept. 2024	General Fund	100
092541	P	9/4/2024	Richards Watson & Gershon	5,298.40	Professional Services-001 June 2024	General Fund	100
		9/4/2024	Richards Watson & Gershon	13,704.80	Professional Services-0010 May 2024	General Fund	100
		9/4/2024	Richards Watson & Gershon	20,309.00	Professional Services-0015 June 2024	Grants Fund	261
092542	P	9/4/2024	Sanchez Awards	61.18	10 Years of Service Acrylic Award - J.R.	General Fund	100
092543	P	9/4/2024	Sergio Leon	1,500.00	Centennial Celebration - Banda Santa Rosa performance	General Fund	100
092544	P	9/4/2024	Sky Elements LLC	13,750.00	Centennial Celebration - Drone Show	General Fund	100
092545	P	9/4/2024	Sparkletts Drinking Water Corp	230.21	CH Drinking Water-Staff Bill Aug 2024	General Fund	100
092546	P	9/4/2024	Quadient Finance USA Inc.	386.00	Postage Usage 06/11/24-07/12/24	General Fund	100
092548	P	9/4/2024	Transtech Engineers Inc	656.00	City Engineering Services- June 2024	General Fund	100
		9/4/2024	Transtech Engineers Inc	456.00	CIP Management Services Master JN- June 2024	General Fund	100
		9/4/2024	Transtech Engineers Inc	99.00	NEXT GEN SIGNAL PRIORITY- June 2024	General Fund	100
		9/4/2024	Transtech Engineers Inc	410.00	6041 PINE PW PC- June 2024	General Fund	100
		9/4/2024	Transtech Engineers Inc	164.00	Slauson TSSP Project-June 2024	Gas Tax Fund	212
		9/4/2024	Transtech Engineers Inc	1,428.00	TRF Heliotrope Ele on 59th Pl. Traffic Calming-July 2024	Gas Tax Fund	212
		9/4/2024	Transtech Engineers Inc	663.00	Traffic Sig. Maint. Agreement-June 2024	Gas Tax Fund	212
		9/4/2024	Transtech Engineers Inc	1,264.00	FY22-23 Pavement Rehabilitation CMCI-June 2024	SB-1 Road Maintenance Fund	216
		9/4/2024	Transtech Engineers Inc	2,862.75	CIP Slauson Ave. Corridor IMP-June 2024	Grants Fund	261
		9/4/2024	Transtech Engineers Inc	3,073.00	Baseball Field Improvements- June 2024	Grants Fund	261
		9/4/2024	Transtech Engineers Inc	990.00	HSIP Cycle 11 Improvements PE Phase-June 2024	Grants Fund	261
		9/4/2024	Transtech Engineers Inc	384.00	ATP Cycle 7 Support- June 2024	Grants Fund	261

City of Maywood
Check/Voucher Register - Warrant Register * 2
From 8/16/2024 Through 9/13/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		9/4/2024	Transtech Engineers Inc	3,224.00	City Window Replacement Project- June 2024	Local Fiscal Recovery Fund	273
		9/4/2024	Transtech Engineers Inc	1,733.00	Marquee Sign Replacement Proj. CMCI-June 2024	Local Fiscal Recovery Fund	273
		9/4/2024	Transtech Engineers Inc	1,386.00	Sewer Improv. 52nd St and other locations-June 20	Sewer Enterprise Fund	412
		9/4/2024	Transtech Engineers Inc	3,951.00	Demo Project 5110 District Blvd- June 2024	Successor Agency Fund	611
092549	P	9/4/2024	U.S. Bank Corporate Payment System	9,305.35	Credit Card- 7/15/24 stmt	General Fund	100
		9/4/2024	U.S. Bank Corporate Payment System	1,100.00	Credit Card- 7/15/24 stmt	GrantsFund	261
092550	P	9/4/2024	ULINE INC.	748.30	Supplies Dog Waste Bags and Park Grill	General Fund	100
092551	P	9/4/2024	United Pumping Service Inc.	1,377.50	Vacuum Tote	General Fund	100
092552	P	9/4/2024	Unlimited Environmental, Inc.	100,327.13	5110 District Blvd. Demo Proj. Aug.-2024	Successor Agency Fund	611
092553	P	9/4/2024	VOCO Media Inc	6,700.00	Centennial Celebration - Voco Media - Coordination	General Fund	100
092554	P	9/4/2024	World Private Security Inc.	5,031.61	Centennial Celebration- Security For Day of Event	General Fund	100
092555	P	9/4/2024	Zumar Industries Inc.	387.20	Maywood Street Sign	General Fund	100
092556		9/13/2024	Amazon Capital Services	206.07	Community Event Giveaways (NNO)	General Fund	100
		9/13/2024	Amazon Capital Services	301.15	Office Supplies	General Fund	100
		9/13/2024	Amazon Capital Services	(33.84)	Office Supplies (credit)	General Fund	100
		9/13/2024	Amazon Capital Services	162.11	Recreation Supplies	General Fund	100
092557		9/13/2024	Base Hill Inc.	6,172.97	Janitorial Srv: CH Sheriff Station & City Park - Aug. 2024	General Fund	100
		9/13/2024	Base Hill Inc.	6,172.97	Janitorial Srv: CH, Sheriff Station & City Parks - July 2024	General Fund	100
092558		9/13/2024	Burke, Williams & Sorensen, LLP	2,650.00	Legal & Professional Services May 2024	General Fund	100
		9/13/2024	Burke, Williams & Sorensen, LLP	17,822.10	Legal and Professional Services July 2024	General Fund	100
092559		9/13/2024	California Consulting Inc.	3,725.00	Grant Writing Svcs - September 2024	General Fund	100
092560		9/13/2024	Celestial Air Conditioning Co. Inc.	2,200.96	AC Unit Repair at the Library	General Fund	100
092561		9/13/2024	CivicPlus LLC	6,615.00	CivicRec Annual Fee: 11/15/24-11/14/25	General Fund	100
092563		9/13/2024	Crosstown Electrical & Data Inc.	182.46	Atlantic Ave. & 57 St. 7-3-24	Gas Tax Fund	212

City of Maywood
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From 8/16/2024 Through 9/13/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		9/13/2024	Crosstown Electrical & Data Inc.	451.26	Randolph St. 7-17-24	Gas Tax Fund	212
		9/13/2024	Crosstown Electrical & Data Inc.	361.88	Residential Sidewalk Maywood Ave. 7-8-24	Gas Tax Fund	212
		9/13/2024	Crosstown Electrical & Data Inc.	440.60	Slauson Ave. & Alamo Ave. 7-2-24	Gas Tax Fund	212
		9/13/2024	Crosstown Electrical & Data Inc.	876.65	Slauson Ave. & Carmelita Ave. 7-1-24	Gas Tax Fund	212
		9/13/2024	Crosstown Electrical & Data Inc.	141.02	Slauson Ave. & Gifford Ave. 7-2-24	Gas Tax Fund	212
		9/13/2024	Crosstown Electrical & Data Inc.	257.95	Slauson Ave. & Mayflower Ave. 7-8-24	Gas Tax Fund	212
		9/13/2024	Crosstown Electrical & Data Inc.	21,696.01	Slauson Ave. & Mayflower Ave. 8-30-24	Gas Tax Fund	212
		9/13/2024	Crosstown Electrical & Data Inc.	182.46	Slauson Ave. & Pine Ave. 7-1-24	Gas Tax Fund	212
		9/13/2024	Crosstown Electrical & Data Inc.	493.60	Slauson Avenue & Atlantic Avenue 7-3-24	Gas Tax Fund	212
		9/13/2024	Crosstown Electrical & Data Inc.	182.46	Slauson Avenue & Fishburn Avenue 7-3-24	Gas Tax Fund	212
		9/13/2024	Crosstown Electrical & Data Inc.	440.41	Slauson Avenue & Maywood Avenue 7-2-24	Gas Tax Fund	212
		9/13/2024	Crosstown Electrical & Data Inc.	442.77	Slauson Avenue & Woodlawn Avenue 7-19-24	Gas Tax Fund	212
092564		9/13/2024	Daily Journal Corporation	480.00	Notice of A Public Hearing 8-22-24	General Fund	100
092565		9/13/2024	Dave and Frank Automotive	184.78	Replacement Tire VIN#08062	General Fund	100
		9/13/2024	Dave and Frank Automotive	26.00	Tire Repair VIN#08459	General Fund	100
		9/13/2024	Dave and Frank Automotive	2,040.43	Vehicle Repair VIN#57063	General Fund	100
092566		9/13/2024	Dewey Pest Control	297.50	Pest Control Services Sept. 204	General Fund	100
092567		9/13/2024	GameTime	4,215.00	Payment & Performance (P&P) Bond	GrantsFund	261
092568		9/13/2024	Gateway Cities Affordrable Housing	7,500.00	Annual Contrib: Joint Exercise,Powers Agreement- 9-3-24	Local Fiscal Recovery Fund	273
092569		9/13/2024	Graffiti Protective Coatings	5,232.93	Graffiti Bus Shelter Maint.-August 2024	Proposition C Fund	222
092570		9/13/2024	HD Supply formerly Home Depot Pro	87.16	Building Maintenance Materials	General Fund	100

City of Maywood
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From 8/16/2024 Through 9/13/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		9/13/2024	HD Supply formerly Home Depot Pro	99.19	Building Maintenance Materials 8-29-24	General Fund	100
		9/13/2024	HD Supply formerly Home Depot Pro	70.64	Building Repairs Maint. Materials	General Fund	100
092571		9/13/2024	HdL Software LLC	1,464.54	Business License Processing Svcs- July 2024	General Fund	100
092572		9/13/2024	Myers & Sons Hi-Way Safety Inc.	3,243.48	Centennial: Barricades and Road Closed Signs-9/7/24	Gas Tax Fund	212
		9/13/2024	Myers & Sons Hi-Way Safety Inc.	2,477.67	Centennial: Cones/ Event Signs-9/7/24	Gas Tax Fund	212
092573		9/13/2024	IDS Group, Inc.	28,308.00	Teen Center Proj:Review/Evaluation-Jul & Aug 2024	Grants Fund	261
092574		9/13/2024	Innovative Fence Inc.	3,367.00	Install Gate Opening - Dodger Dream Field	General Fund	100
		9/13/2024	Innovative Fence Inc.	6,890.00	Temporary Fence - District Property	General Fund	100
		9/13/2024	Innovative Fence Inc.	1,627.00	Temporary Fence- Centennial Event	General Fund	100
092575		9/13/2024	Just Printing	536.55	Centennial Celebration - Step & Repeat Banner	General Fund	100
092576		9/13/2024	L.B. Johnson Hardware #1	8.20	Building Men's Restroom Supplies	General Fund	100
		9/13/2024	L.B. Johnson Hardware #1	229.81	City Park Restroom Supplies	General Fund	100
		9/13/2024	L.B. Johnson Hardware #1	109.99	Field Materials-Ladder	General Fund	100
		9/13/2024	L.B. Johnson Hardware #1	54.64	Keys for Maywood Park Restroom	General Fund	100
		9/13/2024	L.B. Johnson Hardware #1	39.37	Mats at BPUUSD Play Area	General Fund	100
		9/13/2024	L.B. Johnson Hardware #1	42.65	Public Works Office Supplies	General Fund	100
		9/13/2024	L.B. Johnson Hardware #1	29.55	Public Works PPE	General Fund	100
		9/13/2024	L.B. Johnson Hardware #1	66.75	Supplies for Hanging Banners	General Fund	100
		9/13/2024	L.B. Johnson Hardware #1	109.49	Truck Charging Extension Cord	General Fund	100
		9/13/2024	L.B. Johnson Hardware #1	59.11	Water Hose Supplies	General Fund	100
		9/13/2024	L.B. Johnson Hardware #1	137.94	White Flex Seal for the Library	General Fund	100
092577		9/13/2024	Regional TAP Service Center	1,324.80	Metro TAP Cards Aug. 2024	Proposition C Fund	222
092578		9/13/2024	Maywood Mutual Water No.1	138.48	3530 E. Slauson Ave. 6/20/24-8/27/24	General Fund	100
		9/13/2024	Maywood Mutual Water No.1	207.49	3630 E. Slauson Ave 6/20/24-8/27/24	General Fund	100
		9/13/2024	Maywood Mutual Water No.1	193.69	3728 E Slauson Ave 6/20/24-8/23/24	General Fund	100
		9/13/2024	Maywood Mutual Water No.1	129.72	4400 E. Slauson Ave 6/20/24-8/27/24	General Fund	100
		9/13/2024	Maywood Mutual Water No.1	101.67	5921 Atlantic Ave. 6/20/24-8/27/24	General Fund	100
		9/13/2024	Maywood Mutual Water No.1	87.87	5961 Atlantic Ave 6/20/24-8/27/24	General Fund	100
		9/13/2024	Maywood Mutual Water No.1	207.49	6027 Atlantic Ave. 6/18/24-8/22/24	General Fund	100
		9/13/2024	Maywood Mutual Water No.1	179.89	6135 Atlantic Ave 6/18/24-8/22/24	General Fund	100

City of Maywood
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From 8/16/2024 Through 9/13/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092579		9/13/2024	Maywood Mutual Water Co. No.2	166.30	3626 E. 56th/Pixley Pk 6/20/24-8/22/24	General Fund	100
		9/13/2024	Maywood Mutual Water Co. No.2	295.00	4319 E Slauson June-August 2024	General Fund	100
		9/13/2024	Maywood Mutual Water Co. No.2	41.50	4323 S Slauson Ave. June-August 2024	General Fund	100
		9/13/2024	Maywood Mutual Water Co. No.2	103.27	5313 Pine Ave. June- August 2024	General Fund	100
		9/13/2024	Maywood Mutual Water Co. No.2	9.90	5515 Maywood Ave.6/21/24-8/22/24	General Fund	100
092580		9/13/2024	Tri-City Mutual Water Company	125.45	5000 Slauson Ave. August 2024	General Fund	100
		9/13/2024	Tri-City Mutual Water Company	2,372.00	5950 Walker Ave. August 2024	General Fund	100
092581		9/13/2024	Metro Transit Services	39,427.56	Maywood Shuttle and Dial-A-Ride Services- August 2024	Proposition A Fund	221
		9/13/2024	Metro Transit Services	39,427.56	Maywood Shuttle and Dial-A-Ride Services-July 2024	Proposition A Fund	221
092582		9/13/2024	Municipal Management Association of Southern California	125.00	MMASC Membership -M.L. FY24-25	General Fund	100
092583		9/13/2024	Ok Printing Design & Digital Print	10,849.95	Centennial Celebration - Sponsor Banners for Street Light Po	General Fund	100
092584		9/13/2024	Paragon Plastics	123.46	Dodger Dream Field Sign:Replace Plexiglass	General Fund	100
092585		9/13/2024	PC Inc.	65,254.10	Baseball Field Impro. Labor & Material 4/1-6/30/24	Grants Fund	261
092586		9/13/2024	Phoenix Group Information Systems	150.00	Admin Citations Processing Fee July 2024	General Fund	100
		9/13/2024	Phoenix Group Information Systems	1,849.84	Parking Permit Processing Fees July 2024	General Fund	100
		9/13/2024	Phoenix Group Information Systems	12,076.00	Permit Decals 9/1/24-8/31/25	General Fund	100
092587		9/13/2024	Restaurant Mariscos El Chavalon Inc.	450.00	Taste of Maywood - El Chavalon- Food Vendor Aug. 2024	Local Fiscal Recovery Fund	273
092588		9/13/2024	Roadline Products Inc.	1,983.15	Public Works Supplies 8-15-24	Gas Tax Fund	212
092589		9/13/2024	Richards Watson & Gershon	7,469.37	Legal Serv. July 2024	General Fund	100
		9/13/2024	Richards Watson & Gershon	2,786.50	Legal Services July 2024	General Fund	100
		9/13/2024	Richards Watson & Gershon	17,628.46	Professional Services-0012 July 2024	General Fund	100

City of Maywood
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From 8/16/2024 Through 9/13/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		9/13/2024	Richards Watson & Gershon	11,907.60	Professional Services-0015 July 2024	Grants Fund	261
092590		9/13/2024	Southeast Rio Vista YMCA	2,769.00	YMCA Yearly Prog: Swim Lessons, Family Swim and Sports	Local Fiscal Recovery Fund	273
092591		9/13/2024	Southern California Edison	5,079.85	Various Locations -Aug. 2024	General Fund	100
		9/13/2024	Southern California Edison	179.01	King Ave/5913 Mayflower Ave- 7/10/24-8/7/2	Gas Tax Fund	212
		9/13/2024	Southern California Edison	68.86	Atlantic Ave PED 6/14/24-7/16/24	Gas Tax Fund	212
		9/13/2024	Southern California Edison	8,088.79	Evertt Ave. August 2024	Gas Tax Fund	212
		9/13/2024	Southern California Edison	8,040.63	Evertt Ave. July 2024	Gas Tax Fund	212
		9/13/2024	Southern California Edison	8,783.17	Evertt Ave. June 2024	Gas Tax Fund	212
		9/13/2024	Southern California Edison	2,349.87	Various Locations -Aug. 2024	Gas Tax Fund	212
		9/13/2024	Southern California Edison	11,164.70	Various Locations -Aug. 2024	Street Lighting Fund	251
092592		9/13/2024	Staples Business Advantage	266.67	Office Supplies Bindr. Paper 8-24-24	General Fund	100
		9/13/2024	Staples Business Advantage	242.99	Office Supplies Tonner Cart. 9-7-24	General Fund	100
092593		9/13/2024	T-MOBILE	834.56	Cell Phone Services 7/21/24-8/20/24	General Fund	100
092594		9/13/2024	The House of Printing, Inc.	322.09	Business Cards - Building & Planning Dept	General Fund	100
092595		9/13/2024	Tierra West Advisors, Inc	6,062.50	Consultant Services for 5102 & 5110 District Blvd July 2024	Fund	611
092596		9/13/2024	City of Vernon	23.22	Slauson/Downey 5/30/24-7/2/24	General Fund	100
092597		9/13/2024	Xerox Financial Services	589.12	Xerox Copier Lease 8/30/24-9/29/24	General Fund	100
ACH-194		8/19/2024	American Family Life Assurance Company of Columbus (AFLAC)	158.88	Aflac payment July 2024	General Fund	100
ACH-195		8/23/2024	Automatic Data Processing	559.90	August 2024 ADP Payroll Fees	General Fund	100
ACH-196		8/29/2024	Colonial Life	135.18	Colonial Life August 2024	General Fund	100
ACH-197		8/29/2024	State Compensation Insurance Fund	4,123.33	Workers Compensation Insurance - August 2024	General Fund	100
ACH-199		9/3/2024	U.S. Bank Trust National Assoc	149,445.11	City of Maywood Certificates of Participation, 2022 Series A	General Fund	100
ACH-201		9/3/2024	US Bank Fees	667.52	Bank Merchant Fees September 2024	General Fund	100
ACH-202		8/20/2024	California Public Employees' Retirement System	8,566.20	CalPERS Contribution 7/14/2024-7/27/2024	General Fund	100
		8/20/2024	California Public Employees' Retirement System	828.91	CalPERS Contribution 7/14/2024-7/27/2024	Gas Tax Fund	212

City of Maywood
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From 8/16/2024 Through 9/13/2024

Check No.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		8/20/2024	California Public Employees' Retirement System	87.34	CalPERS Contribution 7/14/2024-7/27/2024	Proposition A Transit Fund	221
		8/20/2024	California Public Employees' Retirement System	292.34	CalPERS Contribution 7/14/2024-7/27/2024	Proposition C Transit Fund	222
		8/20/2024	California Public Employees' Retirement System	102.16	CalPERS Contribution 7/14/2024-7/27/2024	Measure R Fund	224
		8/20/2024	California Public Employees' Retirement System	235.87	CalPERS Contribution 7/14/2024-7/27/2024	Measure M Fund	225
		8/20/2024	California Public Employees' Retirement System	726.04	CalPERS Contribution 7/14/2024-7/27/2024	CDBG	243
		8/20/2024	California Public Employees' Retirement System	22.92	CalPERS Contribution 7/14/2024-7/27/2024	Street Lighting Fund	251
		8/20/2024	California Public Employees' Retirement System	423.55	CalPERS Contribution 7/14/2024-7/27/2024	Local Fiscal Recovery Fund	273
		8/20/2024	California Public Employees' Retirement System	277.32	CalPERS Contribution 7/14/2024-7/27/2024	Successor Agency Fund	611
ACH-203		9/9/2024	California Joint Powers Insurance Authority	22,355.58	CJPIA September 2024	General Fund	100
			Total 1001 - Cash - Acct# 1533	<u>1,316,625.07</u>			

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: September 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: DAISY GUERRERO, DEPUTY CITY CLERK/ASSISTANT TO THE CITY MANAGER

SUBJECT: CONSIDERATION OF ADOPTING RESOLUTION NO. 6385 OF THE CITY OF MAYWOOD AND AMENDING THE CITY'S CONFLICT OF INTEREST CODE RESOLUTION NO. 6153

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6385, which amends the Conflict of Interest Code containing revised designated positions and repealing Resolution No. 6153.

BACKGROUND:

The Political Reform Act and Fair Political Practices Commission (FPPC) regulations require all local agencies to conduct biennial reviews of their conflict of interest code. By way of background, the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a conflict of interest code. The primary effect of the code is to establish disclosure requirements for various government positions involved in the requisite level of decision-making as set forth in the Act. The Act requires each city to adopt a local conflict of interest code designating city positions not otherwise designated in the Act itself, that are involved in making or participating in the making of city decisions at all levels of city government. If listed as designated positions, the conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

The City last updated its review in December 2020, and at that time, the City comprehensively updated its Conflict of Interest Code because it had been some time since it was last reviewed and updated the list of designated positions and corresponding disclosure requirements. Accordingly, the City Council approved Resolution No. 6153, which amended the Conflict of Interest Code containing revised designated positions and repealing Resolution No. 6023.

DISCUSSION:

With our current review of the Conflict of Interest Code as detailed in this report, the City is now on the biennial cycle which requires every local agency to review its code at least every even-numbered year. Staff has reviewed Appendix A of the City's Conflict of Interest Code and is recommending the following updates to the list of Designated Employees required to file Statements of Economic Interest:

1. Update the position of "Human Resources Manager" to "Human Resources/Risk Manager". This change was approved in the 2022-23 budget.
2. Update the position "Community Services Liaison" to "Community Services Supervisor". This change

was approved in the 2022-23 budget.

3. Update the position "Deputy City Clerk" to "Assistant to the City Manager/Deputy City Clerk". This change was approved in the 2022-23 budget.
4. Update the position "Public Works Lead" to "Public Works Superintendent". This change was approved in the 2022-23 budget.

Adoption of the proposed resolution would replace and supersede Resolution No. 6153 in its entirety.

LEGAL REVIEW:

The City Attorney has reviewed this staff report.

FISCAL IMPACT:

There is no fiscal impact to amend the conflict of interest code as proposed.

ATTACHMENT(S)

1. 2024 Local Agency Notice to FPPC
2. Resolution No. 6385 Repealing Conflict of Interest Code Reso No. 6153 w Exhibits

2024 Local Agency Biennial Notice

Name of Agency: City of Maywood
Mailing Address: 4319 E. Slauson Avenue
Contact Person: Daisy Guerrero Phone No. (323) 562-5714
Email: daisy.guerrero@cityofmaywood.org Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☒ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☒ Include new positions
- ☒ Revise disclosure categories
- ☒ Revise the titles of existing positions
- ☒ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☒ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

September 25, 2024

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

(*PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE*)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

RESOLUTION NO. 6385

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, ADOPTING AN AMENDED CONFLICT OF INTEREST CODE CONTAINING REVISED DESIGNATED POSITIONS AND REPEALING RESOLUTION NO. 6153

Section 1. The Political Reform Act, Government Code Sections 81000, et seq., requires the City to adopt a Conflict of Interest Code for each department of the City.

Section 2. The Fair Political Practices Commission has adopted a standard model Conflict of Interest Code. The standard model code is codified at 2 California Code of Regulations Section 18730 and can be incorporated by reference by the City as the City's Conflict of Interest Code.

Section 3. Pursuant to Resolution No. 6153, the City last amended its Conflict of Interest Code in 2020, updating designated positions and disclosure categories for certain departments of the City. By this Resolution, the City is adopting a new updated Conflict of Interest Code incorporating revisions to Regulation 18730 including updating the gift limit as well as adding additional designated positions to Appendix A.

Section 4. The standard Conflict of Interest Code adopted by the Fair Political Practices Commission ("FPPC") attached hereto as Exhibit A, as amended by the FPPC from time to time, and Appendix A which sets forth the designated positions, and Appendix B which sets forth the disclosure categories for each City department, is hereby adopted and shall constitute the Conflict of Interest Code for the City of Maywood.

Section 5. Persons holding designated positions listed in Appendix A shall file statements of economic interest pursuant to Section 4 of the Conflict of Interest Code.

Section 6. The City Council hereby directs the City Clerk and City Attorney to coordinate the preparation of a revised Conflict of Interest Code in succeeding even-numbered years in accordance with the requirements of Government Code Sections 87306 and 87306.5. The revised Code should reflect any changes in department or employee designations. If no revisions to the Code are required, the City Clerk shall submit a report no later than October 1st of the same year, stating that amendments to the Code are not required.

Section 7. Resolution No. 6153 of the City Council is hereby repealed in its entirety.

Section 8. This Resolution shall be effective immediately upon its passage and approval.

Section 9. 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 24TH DAY OF SEPTEMBER, 2024.

Eddie De La Riva, Mayor

ATTEST:

Brian E. Juarez City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I, Brian E. Juarez, City Clerk of the City of Maywood, do hereby certify that the foregoing Resolution No. 6385 was adopted at a regular meeting of the City Council of the City of Maywood held on the 24TH day of September, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Brian E. Juarez, City Clerk

EXHIBIT A
Conflict of Interest Code
Regulation 18730

EXHIBIT A

CITY OF MAYWOOD CONFLICT OF INTEREST CODE (Incorporating Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq. In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.¹

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the

¹ See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure. When an investment or an interest in real property² is required to be reported,³ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported⁴, the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported⁵, the statement shall contain:

² For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

³ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁴ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁵ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$590⁶.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$590 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

⁶ The annual gift limit amount is \$590 through December 31, 2024.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 82019 and 87200-87210, Government Code.

APPENDIX A

<u>Designated Position</u>	<u>Disclosure Categories</u>
City Council Member	1
City Manager	1
City Clerk	2, 3, 4, 5
Assistant to the City Manager/Deputy City Clerk	2, 3, 4, 5
City Attorney	1
Assistant City Attorney	2, 3, 4, 5
City Treasurer	1
Finance Director	2, 3, 4, 5
Director of Building and Planning	2, 3, 4, 5
Planning Commissioners	1
City Engineer	2, 3, 4, 5
Consultant	6
Code Compliance/Enforcement Officer	2, 3, 4, 5
Parking Enforcement Officer I/II	2, 3, 4, 5
Building Inspector	2, 3, 4, 5
Human Resources/Risk Manager	2, 3, 4, 5
Public Works Superintendent	2, 3, 4, 5
Community Services Supervisor	2, 3, 4, 5

APPENDIX B

DISCLOSURE CATEGORIES

1. Disclosure is required on FPPC Form 700 pursuant to Government Code Section 87200. No additional disclosure is required by this Conflict of Interest Code.
2. Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B).
3. Reportable income, loans and business positions. (FPPC Form 700, Schedule C.)
4. Reportable investments. (FPPC Form 700, Schedules A-1 and A-2).
5. Reportable gifts and travel payments, advances and reimbursements. (FPPC Form 700, Schedules D and E).
6. For consultants who serve in a staff capacity with the City, the consultant shall disclose based on the disclosure categories assigned elsewhere in this Conflict of Interest Code for that staff position. For consultants who do not serve in a staff capacity for the City, the following disclosure categories shall be used:

Persons required to disclose in this category shall disclose pursuant to categories A, B, C and D below unless the City Manager determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories A, B, C and D. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

- A. Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B.)
- B. Reportable income, loans and business positions. (FPPC Form 700, Schedule C.)
- C. Reportable investments. (FPPC Form 700, Schedules A-1 and A-2.)
- D. Reportable gifts and travel payments, advances and reimbursements. (FPPC Form 700, Schedules D and E).

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: September 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF APPROVAL OF AN ACCESS AND LICENSE AGREEMENT WITH THE CITY OF BELL FOR THE RANDOLPH STREET BEAUTIFICATION PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

RECOMMENDATION:

It is recommended that the City Council approve the Access and License Agreement with the City of Bell in the form approved by the City Manager and City Attorney and authorize the City Manager to execute the Agreement, which will grant the City of Maywood and its agent's ("City Fabrick") permission to enter certain Bell City-owned properties along Randolph Street for site investigation and project implementation as part of the Randolph Street Beautification Project.

BACKGROUND:

The City of Maywood has been awarded Technical Assistance Program (TAP) funds by the Los Angeles County Regional Park and Open Space District (RPOSD) to support the Randolph Street Beautification Project ("Project").

This Project aims to enhance the aesthetic quality of the Union Pacific Railroad Right-of-Way along Randolph Street through landscaping, hardscape improvements, and, if feasible, pedestrian amenities. These improvements are intended to deter illegal dumping and improve the overall appearance of the corridor.

The Projects also consist of conducting a comprehensive site investigation of the entire right-of-way, including the Railroad Right-of-Way. This investigation will involve boundary and topographical surveys, site mapping, walk audits, geospatial mapping, and other related tasks. These activities are essential to assess the feasibility of the Project and to determine the parameters of a subsequent license agreement with Union Pacific Railroad for the ongoing maintenance of the Railroad Right-of-Way.

DISCUSSION:

In October 2023, the City of Maywood initiated the preliminary phase of the Randolph Street Beautification Project, which included initial investigations conducted in collaboration with the City's consultant, City Fabrick ("Consultant"). As part of this effort, boundary and topographical surveys were completed in February 2024. These surveys revealed that portions of the Railroad Right-of-Way extend within the City of Bell's boundaries rather than Maywood's jurisdiction.

In March 2024, Maywood City staff engaged in discussions with the Los Angeles County Regional Park and Open Space District (RPOSD) and the City of Bell. These conversations aimed to coordinate efforts for the City

to conduct necessary field condition surveys and related investigations to evaluate the feasibility of the Project. It was determined that access to certain portions of Randolph Street, located within the City of Bell's right-of-way ("Property"), is required for Maywood staff, agents, and consultants ("Consultants") to proceed with these activities.

The Randolph Street Beautification Project aims to significantly improve the overall condition and aesthetics of Randolph Street, transforming the corridor into a more attractive and inviting public space. This initiative aligns with ongoing regional efforts, including the Metro Rail to River Segment B and Active Transportation Program (ATP) Cycle 6, which promote increased use of active transportation modes and enhance the visual appeal of the area.

Therefore, staff recommends that the City Council approve this agreement and authorize the City Manager and City Attorney to finalize the agreement. This will facilitate access to the Property for the purpose of conducting site investigations and surveys in accordance with the terms and conditions outlined in the license agreement.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact on the General Fund with the approval of the Access and License Agreement. Project-related costs will be funded through existing TAP funds, totaling \$284,280. Initially, the City expended \$56,852 in FY23-24, and the remaining \$227,428 has been allocated in the current fiscal year (FY24-25) in fund 272, the Measure A Park Fund.

ATTACHMENT(S)

1. Access and License Agreement
2. TAP - Randolph Avenue Beautification Project

ACCESS AND LICENSE AGREEMENT

THIS ACCESS AND LICENSE AGREEMENT (this “License”) is dated for reference purposes as of June 1, 2024 (the “Effective Date”) and is entered into by and between the CITY OF BELL, a California municipal corporation (“Licensor”), and the CITY OF MAYWOOD, a California municipal corporation (“Licensee”).

RECITALS

WHEREAS, the City of Maywood received Technical Assistance Program (“TAP”) funds from the Los Angeles County Regional Park and Open Space District (“RPOSD”) for the Randolph Street Beautification Project; and

WHEREAS, the Randolph Street Beautification Project consists of the aesthetic enhancement of the Union Pacific Railroad Right-of-Way along Randolph Street (“Railroad Right of Way”) with proposed landscaping and hardscape and if feasible pedestrian amenities to deter illegal dumping and beautify the corridor (“Project”);

WHEREAS, the Project requires the City of Maywood to conduct a site investigation of the entire right-of-way along Randolph Street, including the Railroad Right of Way, to conduct certain work such as boundary and topographical surveys, site mapping, walk audit and summary, geospatial mapping and other work described in the agreement between the City of Maywood and City of Bell under the task “Site Investigation” (“Site Investigation”);

WHEREAS, the Site Investigation is required to be completed to determine the feasibility of the Project as well as determine the scope for a license agreement with Union Pacific Railroad in order to install and maintain the Project on the Railroad Right of Way;

WHEREAS, preliminary investigations revealed portions of the Railroad Right of Way are located within the City of Bell’s boundaries; and

WHEREAS, Licensor is the owner of that certain real property located in the City of Bell, County of Los Angeles, State of California, namely Randolph Street along and adjacent to the Railroad Right of Way, more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, in order for the City of Maywood to conduct the Site Investigation, it requires access to and certain use of the Property; and

WHEREAS, Licensor is willing to permit the City of Maywood to access the Property to allow it to conduct the Site Investigation upon the terms and conditions stated in this License.

NOW, THEREFORE, the Licensor and Licensee agree as follows:

1. LICENSE. Licensors hereby grants to the City of Maywood and its employees, consultants, contractors and agents (collectively "Licensee"), a nonexclusive license to use the Property in order for Licensee to conduct the Site Investigation for the Term stated below and upon and subject to the terms and conditions set forth herein.

2. TERM. The term of this License ("Term") shall be two (2) years, commencing on June 1, 2024, with an option for a one (1) year extension. The Licensors and Licensee may terminate this License at any time upon sixty (60) days' written notice to the other party if a violation of this agreement has occurred and the violation has not been remedied within thirty (30) days of written notice to the party in violation.

3. USE. The rights of Licensee hereunder in the Property shall be for the Term of the License only and for the sole purpose of providing Licensee access and use of the Property in order for Licensee to conduct the Site Investigation on the Railroad Right of Way and shall be subject to the provisions of Section 7 below. Licensee shall not permit any waste or damage to be done to the Property due to Licensee's use of the Property. Licensee shall have no right to place any improvements or utilities upon the Property.

4. INDEMNIFICATION. Licensee shall indemnify, defend, protect and hold Licensors, and its officers, directors, agents, representatives, harmless from and against all liens and encumbrances of any nature whatsoever which arise from or are caused by the exercise of Licensee's rights hereunder, and from any and all claims, causes of action, liabilities, costs and expenses (including reasonable attorneys' fees), losses or damages arising from Licensee's use of the Property (including all Site Investigation activities if any on the Property), and/or any breach of this License by Licensee ; except those arising out of the sole negligence or willful misconduct of the Licensors or Licensors's officers, directors, agents, representatives, or invitees. The indemnification obligations contained in this Section 4 shall survive the termination of this License.

5. AS IS. Licensee accept the Property in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied.

6. ENVIRONMENTAL IMPAIRMENT.

a. Licensee shall not use, generate, manufacture, store, transport or dispose of, on or over the Property any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (collectively referred to as "Hazardous Materials") as those terms are defined under federal and state laws. The foregoing sentence shall not be deemed to include in any way any Hazardous Materials in existence or present in, on, beneath or under the Property prior to the time of Licensee's access to the Property pursuant to this License. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property as a result of Licensee's use of the Property, Licensee shall provide notice as required by law, and Licensee, at their sole cost and expense, promptly shall undertake all appropriate remediation on all the property affected thereby to the extent required by applicable law and any governmental body having jurisdiction thereof.

b. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property (collectively referred to as “Discharge”) as a result of Licensee’ use of the Property, Licensee shall indemnify, hold harmless and defend Licensors against all liability arising from any injuries to any person and damage to property, including without limitation, employees and property of Licensee related thereto, and all related expenses, investigators’ fees, and litigation expenses, resulting in whole or in part from any such Discharge. The remediation and indemnification obligations contained in this Section 6 shall survive the termination of this License.

7. CONDITIONS AND RESTRICTIONS. The use of the Property by Licensee under this License is subject to the following conditions and restrictions:

a. Licensee hereby accept the Property subject to all conditions, covenants and restrictions of record, and all applicable zoning, municipal, county and state laws, ordinances, regulations and any changes thereto, governing the use and occupancy of the Property. Licensee shall not obtain or cause to be issued any permit, zone change or other entitlement that will be binding upon Licensors or the Property.

b. Licensee shall use reasonable care and caution against damage or destruction to the Property. Licensee shall not use the Property for any unlawful purpose, maintain any nuisance, or use the Property in any way that creates a hazard to persons or property.

c. Licensee shall not construct any fences, structures or improvements on the Property.

d. Any and all damage to the Property resulting from Licensee’s use of the Property to conduct the Site Investigation activities must be promptly repaired by Licensee, at their sole cost and expense, to return such Property to a safe and satisfactory condition as directed by, and to the satisfaction of the Licensors. If Licensee fails to make such repairs, Licensors has the option, upon fifteen (15) days’ prior written notice to Licensee, to perform or cause to be performed all reasonable and necessary work on behalf of Licensee. Licensors may charge Licensee for the actual, justifiable and documented costs incurred by Licensors. Upon receipt of a written demand for payment by Licensors with supporting documentation of costs, Licensee must promptly reimburse Licensors for those reasonable costs.

e. Licensee shall keep the Property free from all liens, taxes and assessments resulting from or caused by Licensee’ use of the Property, and Licensee shall reimburse Licensors and necessary to protect its title against any such lien, tax or assessment.

f. Licensee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Property or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards).

g. Licensee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Licensee’s use of the Property and under this License.

8. TAXABLE INTEREST. This License is not intended to create any interest in real property. If it is determined, by a governmental agency duly authorized to make such decision, this License creates any taxable interest, including, but not limited to, a possessory interest, then Licensee shall be solely responsible to pay such taxes to the extent such taxes are required by law to be paid.

9. INSURANCE. The Licensee shall maintain, at their sole cost and expense, in a form and content satisfactory to Licensee, during the entire term of this License including any extension thereof, the following policies of insurance for the benefit of all elected and appointed officers, employees and agents of Licensor:

a. General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$2,000,000 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

b. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Licensee' against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Company in the course of carrying out the work or services contemplated in this License.

c. Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

d. Subcontractors. Licensee shall require their consultants or contractors maintain insurance in accordance with its qualified vendor requirements. If applicable, Licensee shall require its consultants to maintain professional liability insurance appropriate to the Licensees' profession and containing limits of liability of no less than \$1,000,000 each claim and \$2,000,000 in the aggregate, if consultant is doing work on the Property on behalf of Licensee.

10. GENERAL INSURANCE REQUIREMENTS.

All of the above policies of insurance may be met by a combination of primary and excess or umbrella insurance. The general liability and automobile liability policies shall be primary insurance and shall name the Licensor, its elected and appointed officers, employees and agents (collectively, "Insured Parties") as additional insureds and any insurance maintained by any Insured Parties may apply in excess of, and not contribute with Licensee's insurance. The insurer for all of the above policies shall be required to waive all rights of subrogation and contribution it may have against the Insured Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that the insurer shall provide thirty (30) days' prior written notice of cancellation for any reason other than non-payment of premium in which a ten (10) days' notice shall apply to the Licensor. In the event any of said policies of insurance are cancelled, the Licensee shall, prior to the cancellation date, submit new evidence of insurance in conformance to the Licensor.

No work or services under this License shall commence until the Licensee have provided the Licensor with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Licensor, which reasonable approval may not be withheld, delayed, or conditioned. Licensor reserves the right to inspect at the Licensee's most proximate place of business complete, copies of and endorsements to all required insurance policies at any time. Any failure of the Licensee to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Licensor.

All certificates shall name the Licensor as additional insured (providing the appropriate endorsement) on the policies as required above, except for workers compensation and automobile.

The Insured Parties are to be covered as additional insureds and the coverage shall contain no special limitations on the scope of protection afforded to Insured Parties. Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to Licensor by being listed on the certificate of insurance. Licensee agree that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Licensee may be held responsible for the payment of damages to any persons or property resulting from the Licensee's activities or the activities of any person or persons for which the Licensee are otherwise responsible nor shall it limit the Licensee indemnification liabilities as provided herein.

Insurance required by this License shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Licensor ("Risk Manager") due to unique circumstances. If this License continues for more than three (3) years duration, or in the event the Risk Manager determines that the work or services to be performed under this License creates an increased or decreased risk of loss to the City, the Licensee agree that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

11. DEFAULT. In the event of a breach by Licensee of any of the terms of this License that continues beyond ten (10) business days after written notice from Licensor of such breach, all rights of Licensee hereunder shall cease and terminate, and in addition to all other rights Licensor may have at law or in equity Licensor may re-enter the Property and take possession thereof without notice, and may also cancel and terminate this License; and

upon any such cancellation, all rights of Licensee in and to the Property shall cease and terminate.

12. RULES AND REGULATIONS. Upon not less than three (3) business days prior written notice to Licensee, Licensor shall have the right to:

a. Establish and enforce reasonable rules and regulations concerning the management, use, and operation of the Property; and

b. Close temporarily any portion of the Property for Licensor's required purposes, provided that such closures do not materially and adversely affect Licensee's use of the Property; and

c. Permit third party placement of advertising signs on the Property, and construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Property, and to grant to others such rights; and

d. Disapprove a person or entity retained by Licensee to access the Property for the Site Investigation activities.

13. SECURITY MEASURES. Licensee hereby acknowledges that Licensor is not obligated to provide any security measures, and Licensor shall not be liable for any defects or negligence in the implementation of any security measures that Licensor may, in fact, provide.

14. WAIVER. The waiver by Licensor of any breach of Licensee hereunder, or the failure on the part of Licensor to enforce any right it may have hereunder, shall not constitute a waiver of any other or subsequent, similar, or different breaches, or a waiver of Licensor's power to enforce such rights.

15. ASSIGNMENT. This License is personal to Licensee. Licensee agree not to assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the License or Property or Licensee's interest herein to any entity without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Any purported assignment by Licensee of this License shall be void *ab initio* and a basis for immediate termination of this License. In the event that Licensor shall provide its prior written consent to an assignment by Licensee, any such assignment shall not relieve Licensee of its obligations under this License.

16. ATTORNEYS' FEES. If any party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorneys' fees.

17. NOTICE. All notices, consents, requests, demands, approvals, waivers, and other communications desired or required to be given hereunder (referred to collectively as "Notice(s)") shall be in writing and signed by the party so giving the Notice, and shall be effectively given or served: (i) on the date of personal service upon the party to whom it is directed; or (ii) on the date the Notice is received or rejected provided it is sent

U.S. first class registered or certified mail, postage prepaid, return receipt requested; or (iii) on the date the Notice is delivered by a nationally recognized courier service to the address of the party to whom it is directed provided it is sent postage prepaid to the address of the party to whom it is directed. The addresses of the parties are:

To Licensor: CITY OF BELL
6330 Pine Ave.
Bell, California 90201
Attn: Michael L. Antwine II, City Manager

To Licensee: CITY OF MAYWOOD
4319 E. Slauson Ave.
Maywood, California 90270
Attn: Jennifer Vasquez, City Manager

The parties may, from time to time, change its address by giving written notice thereof in the manner outlined above.

18. GOVERNING LAW. This License shall be interpreted, enforced and governed by the laws of the State of California.

19. AMENDMENTS. No provisions of this License may be amended or modified except by an agreement in writing executed by both parties hereto.

20. SEVERABILITY. In the event that any one or more of the provisions contained in this License shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this License shall continue in full force and effect without impairment.

21. SOLE AGREEMENT. This License (i) constitutes the entire agreement of the parties hereto relating to the use, operation and maintenance of the Property and (ii) shall supersede prospectively from the date it is entered into any and all prior written or oral negotiations or agreements of the parties relating to the Property.

22. NO RECORDING. This License or a memorandum of license shall not be recorded in the Official Records of Los Angeles County.

23. CONSENTS OF PARTIES. Any requirements under this License that Licensee obtain consents or approvals of Licensor are in addition to and not in lieu of any requirements of law that Licensee obtain approvals or permits.

{Signature page follows}

IN WITNESS WHEREOF, each of the parties has caused its authorized representative to execute duplicate original counterparts of this License.

“Licensor”:

CITY OF BELL

“Licensee”:

CITY OF MAYWOOD

By: _____
Michael L. Antwine II, City Manager

By: _____
Jennifer Vasquez, City Manager

ATTEST:

ATTEST:

Angela Bustamante
City Clerk

Daisy Guerrero
Deputy City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

APPROVED AS TO FORM:

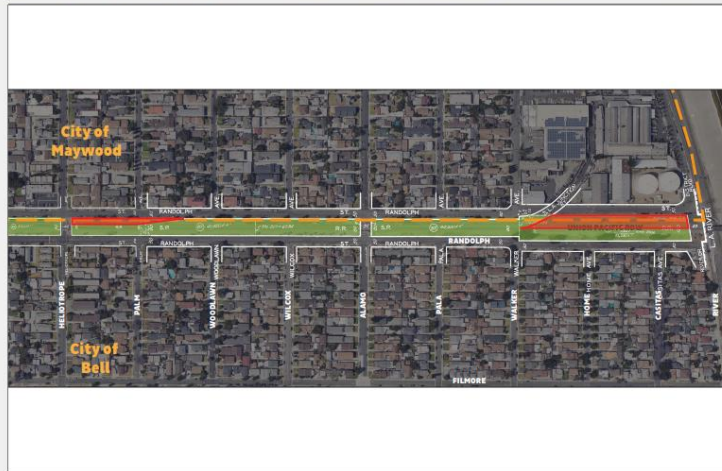
David J. Aleshire
City Attorney

Roxanne Diaz
City Attorney

EXHIBIT “A”

Depiction of the Property

The property consists of Randolph Street along the Railroad Right of Way depicted below.



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

AGREEMENT NO. TAP1003
NOTICE TO PROCEED: 1003-1
PROJECT NAME: Randolph Avenue Beautification Project

EFFECTIVE DATE: May 10, 2023

Your application for Technical Assistance Program (TAP) funds for the above TAP Project has been approved by the Los Angeles County Regional Park and Open Space District (RPOSD) subject to the terms and conditions of Agreement No. TAP1003, dated May 10, 2023. This Notice to Proceed (NTP) covers the work listed in the attached Bid from City Fabrick "Consultant" ("Work"). The Work shall be performed in accordance with the enclosed scope of work, timeline, and budget (Attachment 1).

TAP services shall be completed within 24 months of this signed notice, May 10, 2025, for a not-to-exceed fee of Two Hundred and Eighty-Four Thousand, Two Hundred and Eighty dollars (\$284,280), inclusive of related reimbursable expenses. Any funds exceeding these fees are not reimbursable by RPOSD.

Please ensure that "Agreement No. TAP1003" appears on your invoices when billing RPOSD. Services provided will be reimbursed as of effective date of NTP. No expenses are reimbursable post expiration date of NTP, May 10, 2025.

If you have any questions regarding this NTP, please contact Susan Castro-Valenzuela at (626) 588-5044 or scastro@rposd.lacounty.gov. Please coordinate with Karmina Lopez at klopez@rposd.lacounty.gov to initiate work on this NTP.

Sincerely,

Susan Castro-Valenzuela Digitally signed by Susan Castro-Valenzuela
Date: 2023.05.10 16:21:43 -07'00'

Susan Castro-Valenzuela
Technical Assistance Program

Enclosures



PROPOSAL FOR PROFESSIONAL SERVICES

RANDOLPH AVENUE BEAUTIFICATION PROJECT

Technical Assistance Program



x 
**BRIAN
ULASZEWSKI**
PRINCIPAL & EXECUTIVE DIRECTOR

ADDRESS
425 E. FOURTH STREET, SUITE E.
LONG BEACH, CA 90802

PHONE NUMBER
562.901.2128

PRIME CONTACT
BRIAN ULASZEWSKI
PRINCIPAL & EXECUTIVE DIRECTOR

EMAIL ADDRESS
BRIAN@CITYFABRICK.ORG



January 11, 2023

Shirley Quinones

City Clerk's Office

City of Maywood

4319 Slauson Avenue

Maywood, CA 90270

RE: Request for Proposal (RFP) Randolph Avenue
Beautification Project

Dear Shirley,

On behalf of City Fabrick, we thank you for this opportunity to present to the City of Cudahy our proposal to provide Technical Assistance related to the Randolph Avenue Beautification Project. You will find our team of industry-leading, local landscape architects, designers, planners, engineers, and professionals would provide the City and community a holistic partnership that would most benefit the mission of the Community Services Department.

Our collective team has decades of experience successfully supporting community organizations and public agencies in the planning, design, outreach, and engagement related to developing new parks in Southern California. City Fabrick has collaborated with local agencies as on-call consultants providing a range of support for creating new parks and expanding park networks, park improvements, transportation, and streetscapes, trails, sustainable stormwater facilities, and other landscapes.

City Fabrick is based locally in Long Beach and are strategically focused on supporting the Gateway Cities, providing technical and creative capacity to local government, nonprofit organizations, and community groups. We are currently collaborating with multiple cities within the area on community-serving projects and are supporting the Gateway Cities Council of Governments on policy and community engagement work. City Fabrick has extensive experience planning and design parks, and mobility infrastructure along the Lower Los Angeles River, and have established partnerships to support executing park development within the area.

Please find enclosed our project understanding and alignment, scope of work, deliverables, schedule, and budge breakdown as requested in the request for proposals and associated addendums. We have read and take not exception to the standard professional service agreement included with the RFP Our proposal includes a base scope of work and deliverables that meets the requested services from the Request for Bids as well as a menu of additional services that City Fabrick can provide the City of Maywood within the budget allocation, providing a strong foundation to develop the Randolph Avenue Beautification Project. Should you have questions, please feel free to reach out to contact Brian Ulaszewski at **562.901.2128** or **brian@cityfabrick.org**.

Sincerely,

Brian Ulaszewski, LEED AP

Principal + Executive Director

Mina Emamifar Roades, ASLA

Director of Landscape Architecture



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Experience + Qualifications

Executive Summary



City Fabrick is a full-service professional design and planning studio grounded in the mission of restoring, reshaping, and empowering communities through collaborative public interest design, planning, and policy development.

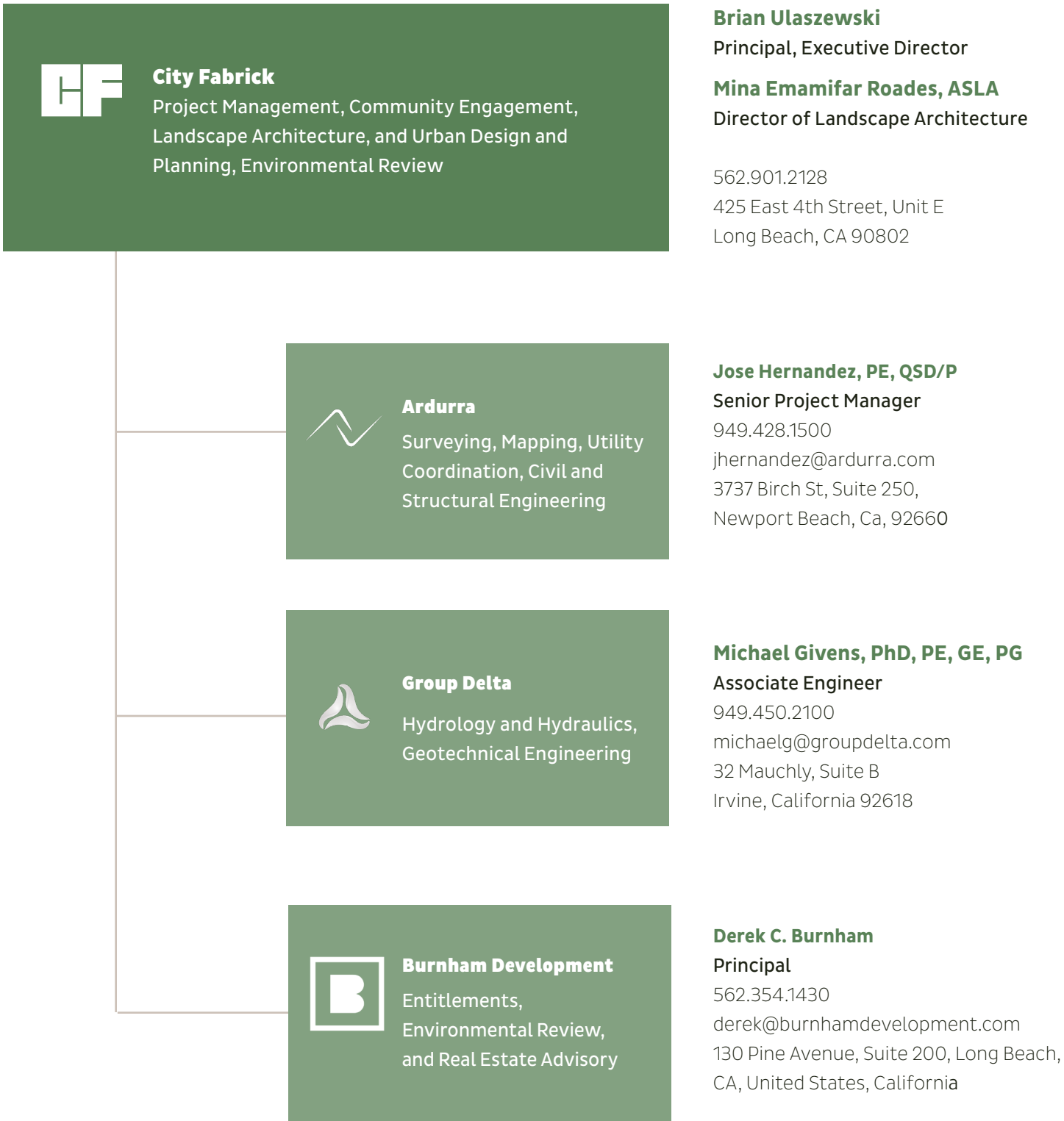
City Fabrick's landscape design work spans mobility and streetscape projects, design and planning new and existing parks, park improvements, affordable housing, and community facilities. We have assembled a team of consultants who collectively are prepared to deliver engagement, landscape architecture, engineering, and other support services to the City of Maywood for advancing the Randolph Avenue Beautification project.

Collectively our team has worked on many relevant projects that encompass the wide range of landscape design and planning projects relevant to the City of Maywood Request for Proposals. City Fabrick and team have worked on dozens of relevant projects with a majority of this consultant team collaborating on current projects ranging from park design and planning to streetscape and mobility projects, to thousand plus unit master plans. City Fabrick would serve

as the Project Manager for all projects, with the range of consultants able to participate as and when necessary for designing and delivering the project.

Following in this section – as requested, is a matrix of relevant projects delivered or currently in process by City Fabrick and the project team, an organizational chart with roles, expertise, and primary contracts, and firm introductions for the entire consultant team.

Organizational Chart



City Fabrick Qualifications



City Fabrick is a nonprofit design studio reshaping, restoring, and empowering communities through collaborative public-interest design, planning, policy development, and advocacy.

Based in Long Beach, City Fabrick engages communities in Southeast Los Angeles County across a range of matters related to improve residents' quality of life and outcomes. City Fabrick is an independent organization that works beyond the conventional client-consultant framework, having the capacity to collaborate with community partners on mission-related work as well as collaborate to initiate positive change communities. City Fabrick's involvement with this initiative provides the following community benefits that align with our mission:

Great Parks and Places

By increasing park acreage and access for a park poor community

Thriving Neighborhoods

by providing more public recreational opportunities

for residents to promote physical, mental, and emotional health.

Resilient Communities

By expanding urban forestry, habitat, and permeable area to make the community more resilient to climate change while mitigating pollution impacts

Moving People

By creating a mile-long active transportation trail, connecting residents to multiple schools and community amenities

City Fabrick is a Long Beach nonprofit organization that collaborates with partners on community enhancing projects and initiatives taking a variety of roles that best ensure success for all those involved. Our unique structure



provides the capacity to be a consultant, collaborator, grantee, or part of a coalition of partners. City Fabrick’s work includes but is not limited housing, parks and open space, transportation, climate resiliency, cultural development and providing technical and creative capacity planning, communications, and engagement, graphic, building, landscape, interior, and urban design services.

City Fabrick has significant experience working in the Gateway Cities area working with community partners and a multitude of local agencies and nonprofit partners on a range planning, community visioning, and engagement processes including multiple park planning and design projects, affordable housing, community development, streetscape, neighborhood beautification, and public art. City Fabrick is currently providing landscape architecture services for a proposed senior housing and community center development in nearby Cudahy a mile from Randolph Avenue, engagement and communications support to the Gateway Cities Council of Governments, and designing a new park in North Long Beach by repurposing residual public right-of-way adjacent to the Los Angeles River.



City Fabrick Team



**Brian
Ulaszewski**

EXECUTIVE DIRECTOR /
PRINCIPAL

Brian Ulaszewski has over two decades of experience working in the design and planning field on work spanning tactical interventions like pop-up plazas and parklets to building and landscape projects to regional-scale planning and state policy. Brian has extensive experience working with local governments, developers, affordable housing providers, and nonprofit organizations on a wide variety of projects ranging from graphic, environmental, building, landscape and urban design. He has also returned to teach within the Landscape Architecture and Urbanism Department at the University of South California, School of Architecture. Brian is a recognized leader in city building, having been recognized by the American Planning Association.

LEED AP



**Mina
Emamifar
Roades**

DIRECTOR OF
LANDSCAPE DESIGN

Mina Emamifar Roades brings her passion and creativity in landscape architecture to her work creating spaces that enrich the lives of people. Mina brings over fourteen years of experience as a Landscape Architect to City Fabrick, as well as her knowledge as a Long Beach resident. She obtained her Bachelor's degree in Architecture from USC where she took courses in Landscape Architecture and found interest in receiving a Master's degree in Landscape Architecture at North Carolina State University College of Design. Her experience living and working on the east coast has given her expertise in the diverse plant material and different ecosystems of the area. Moving back to Southern California, Mina grew an appreciation for the unique opportunity to design with drought tolerant planting and natives, believing that our native species and adapted natives can create rich and lush environments that embrace our culture.

American Society of Landscape Architects



**Alex
Jung**

DIRECTOR OF
URBAN DESIGN + PLANNING

Alexander Jung brings to his work at City Fabrick a unique perspective working on urban design and planning projects in the public, private, academic, and nonprofit sectors. With over five years of experience, Alexander has proven to be an effective project manager, designer, and community facilitator in his involvement with several award-winning projects throughout Southern California. The range of projects Alexander has worked on include visioning and designing multimodal streetscapes, parks and open spaces, First/Last Mile connectivity plans, pedestrian and bicycle networks, and Transit Oriented Districts. Recently arriving to Long Beach, he has already worked on several plans and projects throughout the city.

American Institute of Certified Planners



**Angelica
Meza**

SENIOR
DESIGNER

A native to Southern California, Angelica attended Orange Coast College after high school. There she found her passion and went on to graduate from California State University, Long Beach with a Bachelor of Fine Arts degree in Graphic Design. Through the graphic design program, she was able to explore new cities and learn from various cultures from around the world, which have proven useful in her position at City Fabrick. Her previous experiences have allowed her to understand and collaborate with the many different clients and projects that pass through City Fabrick with great care, attention, and empathy. When spending her leisure time, she continues to learn about and support the local community by visiting various destinations like Long Beach Creamery and The Merchant.



**Christopher
Lacsina**

DESIGNER

Christopher Lacsina (he/him) is a landscape designer and public health researcher from Hawai'i with an interest in building health equity through design. He received his Master of Public Health at the University of Hawai'i and worked as a research assistant for the Hawai'i Public Health Institute (HIPHI). As a researcher he has experience in community engagement, capacity building, and evaluation in the areas of active transportation, food insecurity, and access to healthy foods. He received his Master of Landscape Architecture from the University of British Columbia. The range of projects that Christopher has worked on include open space design, community outreach and advocacy, community engagement, and park vision planning.



**Wanxing
Lin**

DESIGNER

Wanxing Lin (she/her) is a creative individual who specializes in landscape and urban design. She recently completed her Master of Landscape Architecture + Urbanism at the University of Southern California, along with her year long professional practice at eLandsript Studio and RELM Studio. Before joining City Fabrick, she worked as a program associate with the Sustainable SITES Initiative at U.S. Green Building Council, which equipped her with a multidisciplinary background in planning, policy, and advocacy. As a SITES AP, her experience also includes urban Low Impact Development System Research and Storm Water Best Management Practices design development. She looks forward to continuing to support a diverse array of project types and scales in design and planning practice, prioritizing community-led design, meaningful, high-performance outdoor spaces.

Certifications

SITES AP, US Green Building Council

With 1,200+ employees in 70 offices across the country, Ardurra is ranked 114 in Engineering News-Record's Top 500. We focus on seven key service areas including: public works/civil planning, design and construction management, water/wastewater planning design and construction management, traffic and environmental, site and land development, emergency management, structural engineering, and survey. In our local offices we also provide plan review and plan check, code compliance enforcement, and grant administration. The majority of our work is from public agencies. We not only have the specific related experience needed for this project, but an intimate understanding of the objectives and challenges you experience delivering projects.

We not only intend to meet the City's expectations—we intend to exceed them. With our offices throughout California, the Ardurra team provides unparalleled responsiveness. Close geographic proximity to the City makes us ideally suited to serve the City and ensures availability for meetings at the City's office and in the field as needed.

Ardurra provides full-spectrum services to assist our clients from preliminary planning through project completion. From our substantial experience in the planning, design, and management of public infrastructure undertakings, we understand that projects today are driven by a balance of economic, environmental, social, and political factors. We believe in working in partnership with our clients to meet these challenges. We offer our clients an unmatched commitment to responsiveness, quality, and exceptional professional opportunities to our staff.

Ardurra offers a local community relations team that is very familiar with Southern California municipalities. Our professionals apply strategic, specialized communication methods that have been honed for decades to minimize issues that can arise from public opposition or controversy. Clients know that a dedicated, disciplined community relations team can help achieve a smooth implementation and even greater public support by project completion.

Ardurra Team



**Jose
Hernandez,
PE, QSD/P**

SENIOR
PROJECT MANAGER

Jose Hernandez, PE, QSD/P began his successful career as an intern for Caltrans District 12 while completing his undergraduate degree at California State University of Pomona in Pomona, CA. Jose has most recently served as senior project manager for a private consulting firm responsible for overseeing projects of varying size and complexity through design, permitting and construction. He has provided his expertise to clients including the Port of Long Beach, the City of Long Beach and the Cities of Rialto, Santa Clarita, Ontario, and Palmdale. Jose's accomplished projects have won ASCE Project of the Year for Airports and Ports and for Urban and Land Development.

Registration

2005/PE/Civil Engineering/CA #68384

Certifications

California Certified QSD/QSP: No. 024024



**Joe
Buckner,
PE, PLS, QSD**

PROJECT
ENGINEER

Joe Buckner, PE, PLS, QSD has more than 30 years of experience in the planning and design of streets, highways, and freeways, highways and arterial streets, right-of-way engineering, grading, sewer, water and storm drains. As project engineer, Joe has been responsible for the preparation of street rehabilitation plans and drainage improvements for numerous cities throughout Los Angeles and Orange Counties. Joe has substantial experience with engineering of public works improvements, CAD drafting and preparing survey and right-of-way legal mapping. Most recently Joe has served as project engineer for the following Long Beach projects: Seaside Way Storm Drain, Atlantic Avenue Bulbouts, Santa Fe Avenue Rehabilitation, Alamitos Avenue Rehabilitation, 6th Street Bus Stop Relocation and Spring Street.

Registration

1989/PE/CA #45531; 1995/PLS/CA #7206; QSP/QSD



Andrea Mosqueda, PE

DESIGN
ENGINEER

Andrea Mosqueda, PE has six years of experience in civil engineering. Andrea has solid experience participating in design and water resources projects. With a tenacity to learn and apply acquired skills, Andrea seeks to grow into a well-rounded civil engineer and contribute to the betterment of infrastructure in the communities she serves. Andrea is bilingual in English and Spanish and possesses skills in concept development, hydrology, hydraulics, watershed modeling, water quality monitoring, public speaking, and volunteer management. She is proficient in multiple engineering software programs including ArcGIS, AutoCAD Civil 3D, HEC-RAS, WMS, and XPSWMM.

Registration

2021/PE/Civil Engineering/CA #99376

Certifications

Environmental Sustainability Professional (ENV SP)/ID 30684



Project Engineer

PROJECT
ENGINEER

Miguel Hurtado, PE, is a design engineer with significant civil engineering experience. Miguel has been involved with pedestrian and streetscape enhancements in the City of Long Beach, roadway widening in the Cities of Anaheim, Santa Fe Springs and Whittier and served as design engineer for LA Metro's I-605 Arterial Hotspots in the Cities of La Mirada and Santa Fe Springs that involved modification to raised medians, street widening and restriping. Miguel's expertise also includes PS&E preparation for the rehabilitation and reconstruction of streets, including pavement recycling experience using FDR and CIR. Miguel is proficient in AutoCAD, Civil 3D, inRoads and ArcGIS and has an in-depth knowledge of Southern California plan and specification criteria and standards.

Registration

2017/PE/Civil Engineer/CA #88091

Group Delta Qualifications



Group Delta Consultants, Inc. (Group Delta), established in 1986 as a California corporation, is a consulting engineering firm specializing in geotechnical engineering, environmental consulting, geology, materials testing, and construction inspection services.

The firm currently employs a staff of 94 and has five offices throughout southern California located in Torrance, Irvine, Anaheim, Ontario, and San Diego. Group Delta has extensive experience in providing services for agencies and cities throughout California that has included LA Metro, County of Los Angeles, and dozens of municipal agencies across the region.

These projects have included roadway/highway improvements and widenings, bridges, grade separations, rail, buildings, and other public facilities.

They respond quickly to requests; anticipate and solve potential problems early; and work to minimize costs and maintain schedules. Their experience in providing services for municipalities and transportation projects combined with their diverse expertise in hazardous waste and geotechnical services gives their team the ability to provide a unique and unparalleled benefit to all projects.

Group Delta Team



**Curt
Scheyhing,
GE**

PRINCIPAL GEOTECHNICAL
ENGINEER

Mr. Scheyhing has more than two decades of experience in project management, design review, directing field and laboratory investigations, performing engineering analysis and design, and preparing geotechnical studies and reports. He has played a key role in numerous Caltrans and local agency transportation projects in the counties of Riverside/San Bernardino (District 8), Orange (District 12), Los Angeles (District 7), and San Diego (District 11). Mr. Scheyhing is a technical expert in geotechnical engineering for roadways, bridges, and retaining structures in a variety of terrain ranging from liquefaction prone hydraulic fills to alluvial sites to soft and hard rock sites, and has prepared numerous Preliminary Foundation Reports (PFRs) and Foundation Reports (FRs) for walls and bridges as well as Materials Reports (MRs) and Geotechnical Design Reports (GDRs) for roadways, following applicable Caltrans standards. His analytical/design experience includes analysis of static and seismic slope stability of soil and rock slopes, design of spread footings, driven piles, and drilled piles for bridge and retaining wall foundations, geotechnical design of earth retaining structures including cast-in-place concrete walls, MSE walls, soil nail walls, retaining walls, sound walls and tieback walls, settlement analysis for foundations and earth fills, lightweight fills, liquefaction evaluation, and ground improvement including surcharge and stone columns.

Registration

Civil Engineer, California No. 59216 Geotechnical Engineer, California No. 2766



**Michael
Givens, PhD,
PE, GE, PG**

OFFICE MANAGER /
ASSOCIATE ENGINEER

Mr. Givens, PhD, PE, GE is Group Delta's Irvine Office Manager and Associate Engineer. Dr. Givens brings over 15 years of experience in geotechnical and geological engineering. He has conducted project studies and formulated recommendations for various projects including slope stability, bridges, retaining walls, roads and parking lots, pipelines, sewer lines, storm drains, residential and commercial construction as well as litigation support. He's also experienced in environmental consulting including environmental site assessments. Notable projects he's worked on include the I-405 Improvements Project, Gerald Desmond Bridge Replacement, and the Crenshaw/LAX Transit Corridor

Registration

Professional Engineer, California No. 81361
Geotechnical Engineer, California No. 3145
Professional Geologist, California No. 9284

Burnham Development Qualifications



Bridging developer vision and land use possibilities through development advising, project development, due diligence, site selection, team assembly, project design, quality control, client advocacy, and navigating agency approvals.

Known for a depth of experience in government entitlement and project development processes, Burnham Planning & Development helps developers both small and large approach implementation of development projects with full clarity and knowledge of local land use policies, entitlement and permitting processes. We bridge developer vision and land use possibilities for mutually beneficial outcomes for our clients and the community, with an emphasis on creating great places for people.

Started by Derek Burnham in 2013, Burnham Planning & Development represents private-sector owners and developers providing specific insight and technical expertise on a variety of planning, zoning, project development and real estate matters and is known for fostering strong relationships with key municipal leaders, government agency staff, local organizations and stakeholders necessary to effectively communicate client needs and facilitate development

projects through local government entitlement and building processes.

Burnham Development Team



Derek Burnham
PRINCIPAL

Derek Burnham has more than 20 years experience in the urban planning and real estate fields in both the public and private sector. Mr. Burnham started Burnham Planning & Development, an urban planning and real estate development firm, in October 2013. Burnham Planning & Development offers a wide range of services for real estate development projects, including site selection, property acquisition, due diligence, project management, entitlements, and permitting, for projects throughout Southern California.

Since 2013, Burnham Planning & Development has assisted in the approval of more than 1,000 residential units, facilitated the adaptive reuse of more than 100,000 square feet of commercial space, and provided services to more than 70 clients. Prior to starting Burnham Planning & Development, Mr. Burnham served as the Planning Administrator for the City of Long Beach where he was involved in many high-profile projects and major policy efforts throughout Long Beach. Most notably, Mr. Burnham was one of the key staff members involved with the preparation of the award winning Downtown Plan and Program EIR. Mr. Burnham was also responsible for overseeing all Planning Bureau functions including development project review and permitting functions.

Mr. Burnham attended the USC Sol Price School of Public Policy where he received a Masters in Urban Planning with an Economic Development concentration. He also holds an undergraduate degree in Sociology from Carroll College in Montana.



Ford Do
VICE PRESIDENT

Ford Do has been working in real estate for over 15 years. He started his career as a property manager for his family's multi-family assets and has extensive experience in value-add projects, leasing, maintenance, and tenant relations. Prior to joining Burnham Planning & Development as Vice President, Ford served on the acquisitions and project management teams for KB Home, a publicly traded homebuilding company. He worked on many residential projects. He has experience in underwriting, entitlement, land development, project management, and bond exoneration. He has participated in entitling and constructing more than 800 residential units. Projects he has worked on include: Elderberry at Portola Springs in Irvine (83 SFD units), Prado at Cadence Park in Irvine (87 attached condo units), Sage at Portola Springs in Irvine (125 attached condo units), Highmark at Ironridge in Lake Forest (83 SFD units), Lotus in Santa Ana (35 SFD units), and Euclid Place in Anaheim (39 attached and detached condo units).

Ford attended the Paul Merage Business School at the University of California, Irvine where he received a Masters in Business Administration (M.B.A) with a focus on Finance and Real Estate. He also holds an undergraduate degree in Business Economics from the University of California, Irvine.

Relevant Projects Matrix

PROJECT	TYPOLGY	LOCATION	SCOPE
Drake/Chavez Park Connector	Park Expansion	Long Beach, CA	Landscape Design +
51st Street Greenbelt	New Park	Long Beach, CA	Landscape Design +
West LA Veteran Community	New Parks and Transportation	Los Angeles, CA	Planning + Design +
One San Pedro	New Parks and Transportation	San Pedro, CA	Planning +
On-Call Services	Parks and Transportation	Pasadena, CA	Civil Engineering +
Villages at Cabrillo	New Parks and Transportation	Long Beach, CA	Planning + Design +
14th Street Park	Park Expansion	Long Beach, CA	Planning + Design +
Hamilton Greenbelt	New Park and Transportation	Long Beach, CA	Park Planning
De Forest Park Vision Plan	Existing Park and Transportation	Long Beach, CA	Park Planning
Long Beach Boulevard Bus Island	Transportation	Long Beach, CA	Landscape Design
Cudahy Senior Housing	Housing and Community Center	Cudahy, CA	Landscape Design
Villa Vanowen	Supportive Housing	Los Angeles, CA	Landscape Design
Parks, Recreation, and Marine Plan	Department Strategic Plan	Long Beach, CA	Planning
Uptown Open Space Plan	Park Network	Long Beach, CA	Planning
Avalon Park Master Plan	Park Network	Avalon, CA	Planning
San Pedro Parklets	Transportation and Placemaking	San Pedro, CA	Landscape Design
Sound Garden	Park Improvement	Long Beach, CA	Landscape Design
Veteran Valor Plaza	Park Improvement	Long Beach, CA	Landscape Design
Jenni Rivera Playground	Park Improvement	Long Beach, CA	Landscape Design
Los Angeles County Parks On-call Service	Park Development	Los Angeles, CA	Park Planning + Engagement
Avalon Canyon Fitness Trail	Transportation	Avalon, CA	Landscape Design
Spark Commons	New Park	Long Beach, CA	Landscape Design
Santa Ana Urban Farm	New Urban Farm	Santa Ana, CA	Landscape Design
Gumbiner Park	New Park and Transportation	Long Beach, CA	Planning + Design
MLK Jr. Park	Existing Park	Long Beach, CA	Park Planning
MacArthur Park	Existing Park	Long Beach, CA	Park Planning
Scherer Park	Existing Park	Long Beach, CA	Park Planning

51st Street Park



This new park repurposes unclaimed right-of-way to create much needed active open space for this park poor community while establishing formal access to wetlands developed Los Angeles River.

Client

City of Long Beach, Port of Long Beach

Duties Performed

Landscape Architecture and Community Engagement

Project Timeline

2022 - 2023

Unused surplus right-of-way sandwiched between Deforest Avenue and the recently completed Deforest Wetlands provides an ideal canvas to create a scale park that enhances connectivity through the neighborhood, and adjacent elementary school, artificial wetlands, and Los Angeles River regional bike path. The two-block long, one-acre park leverages two dozen mature oak and sycamore trees to provide the sense of a long-established park for this neighborhood.

The existing trees also provide a unique context for designing a youth-oriented, bicycle training course, complete with nearly twenty different street conditions for learning to bike safely. The two ends of the park are anchored by pedestrian plazas, with play spaces and fitness installations in between. 51st Street Park is also designed with new green infrastructure including a bioswale running the length of the greenbelt, providing sustainable stormwater management while separating the roadway from the park's walking and bike paths.

Project coordination with the Water Replenishment District provides access to multiple testing wells located within the new park. Additional project coordination with the Water Department accommodates to existing water mains and with the County Flood Control Authority to maintain access to their facilities along the Los Angeles River. The team also collaborated with the Public Works Department to incorporate street improvements and ADA access upgrades between the neighborhood and new park.



Gumbiner Park



This new park will bring people out of their homes to experience new activities such as yoga, the arts, and skateboarding.

Partners

City of Long Beach, AECOM, and The California Endowment

Duties Performed

Community Engagement, Conceptual Design

Project Timeline

2015

This open space project realigns a complicated series of intersections to improve safety and pedestrian circulation while creating about an acre of public open space for a park-poor community in Central Long Beach. This involved consolidating the five intersections into three intersections while closing one block of roadway, which ultimately removed the most dangerous intersection in the city while creating an urban park that has quickly become the hub of a half dozen surrounding cultural, religious and learning institutions.

City Fabrick developed the original concept for the street realignment and park, worked with city officials and community stakeholder to develop the schematic park design and program and worked with city officials to pursue funding. Additionally, City Fabrick led the photography of the newly built landscape of the park and its features, including amenities and surrounding buildings. Additionally, photos of buildings and landscape were captured of the surrounding neighborhood to highlight important features in the surrounding community. This involved our team of designers and photographers with DSLR cameras and lenses to enter into the site and capture the landscape. These high quality photos were then sorted and adjusted using photo editing software to enhance their visual output. These photos were used by several media outlets and the City of Long Beach to showcase the newly formed park.



Spark Commons



Spark at Midtown, a mixed use development, will bring affordable apartments, community-serving retail, and a multi-faceted outdoor park space to the City of Long Beach.

Client

LINC Housing, City of Long Beach, Enterprise Community Partners, D33

Duties Performed

Master Planning, Urban Design Community Engagement, Architecture, Transportation, Planning

Project Timeline

Completed in 2021

The Spark at Midtown is a mixed-use affordable housing community along the Long Beach Boulevard Transit corridor. Nearly one hundred dwelling units consist of permanent supportive housing, and family housing, serving the growing need in this diverse community. The units are oriented around a pair of courtyards with bountiful common areas and amenities.

The ground floor is dedicated to a collection of nonprofit organizations curated to serve new residents above and already living in the surrounding neighborhood. Future partners include the YMCA of Greater Long Beach, the Long Beach Health and Human Services, a family health clinic, a teaching kitchen, and multiple social enterprises. As part of the Spark, the adjacent Rhea Street will be closed to traffic and converted into a new public open space, complete with a playground, outdoor fitness equipment, and a community garden.

Since the Spark's inception, City Fabrick has collaborated with LINC Housing to develop the urban design, communications, and project program. City Fabrick continues to be involved through integration and implementation, working with partners to design each of the unique street-level community space, and provide landscape design services for the public open space and streetscape, including accommodations for a future cycle track along Long Beach Boulevard.

The design process for these community integration elements included prototyping the plaza design and program partners for a day-long pop-up park, which influenced design and programming elements for the final project. The innovative outreach and engagement strategy was supported through a grant funded by Enterprise Community Partners.



Los Angeles County Parks On-call Service



City Fabrick provides on-call landscape architecture, park planning, and community engagement services to the Long Beach Parks, Recreation, and Marine Department. Included are a few park improvement projects.

Partners

City of Long Beach, Long Beach Community Foundation, Conservation Corp of Long Beach, Jenni Rivera Foundation

Duties Performed

Landscape Architecture and Community Engagement

Project Timeline

Ongoing

Veteran Valor Plaza is an extensive renovation, expansion, and enhancement of an existing monument in North Long Beach's Houghton Park dedicated to Veterans. Building upon the original memorial and elevated Huey Helicopter a larger memorial walk and garden were constructed to tie the memorial to the street corner. An additional programming space and transit plaza were constructed at the corner with furniture, gateway signage, and electronic reader board creating a welcome entry into the regional park.

The Veteran Valor Plaza was developed in collaboration with the Long Beach Parks, Recreation and Marine Department, and the Long Beach office of Veteran Affairs. City Fabrick extensively engaged residents, local stakeholders, and the Veteran community as part of a complex discussion related to honoring local veterans. This included events, programming, and design of the Veterans Valor Plaza project, which City Fabrick also provided full landscape design services.

Jenni Rivera Park improvements include active programming, seating, and playground that activates the previously passive greenbelt that straddles Midtown Long Beach and the City of Signal Hill. The public greenbelt created from former Pacific Electric Streetcar right-of-way is an important community asset connecting a dozen local schools and parks. While an essential public open space, the park lacked active programming and amenities, primarily used for its walking trails, biking, and connection to other neighborhoods.

The addition of the playground provided a much need active space for children to play and families to gather. City Fabrick worked with multiple City departments and agencies to navigate a complex array of subsurface utilities and easements to locate and design the playground and surrounding amenities to best serve the community. The team worked with the Jenni Rivera Foundation to incorporate art installations along the greenbelt including a mural of the iconic musician.



Sound Garden is an interactive sonic-art play installation developed in North Log Beach's Houghton Park, adjacent to the newly renovated community center. The playful art space includes a symphony of outdoor instruments and sound-making equipment oriented around a conductor's platform. It's location ties together two existing age-oriented playgrounds and the community center to create a central node of activity for the regional park.

City Fabrick worked with the Long Beach Community Foundation to engage North Long Beach stakeholders to determine the landscape for art development and programming in the Uptown Business District. The Sound Garden is intended to augment other improvements in Houghton Park as designed in the Master Plan to create a northern civic anchor to the business district, a counterweight to the Michelle Obama Library and Plaza. Funded through the Knight Foundation donor advised fund, City Fabrick provided community engagement and full landscape design services for the Sound Garden.



DeForest Park Vision Plan



With the high park demand, the park serves the needs of both local residents and regional visitors by offering sports courts, sports fields, playground, community center, equestrian trail, and organized sports and youth programs.

Client

Long Beach Parks, Recreation & Marine, Conservation Corps of Long Beach, Camp Fire Angeles Council

Duties Performed

Community Engagement, Urban Planning, Landscape Design, Grant Writing

Project Timeline

Completed in 2020

Tucked between the Los Angeles River and a largely residential neighborhood, DeForest Park is truly a hidden gem for the North Long Beach community, which has nearly six times less park space than the rest of the city. With the high park demand, the park serves the needs of both local residents and regional visitors by offering sports courts, sports fields, playground, community center, equestrian trail, and organized sports and youth programs. Just south of 15-acre DeForest Park, the 34 acres of the DeForest Park Wetlands was restored and opened in 2018 for public use while retaining flood management control properties.

With Proposition 1 funding from the State, City Fabrick is partnering with Long Beach Parks, Recreation & Marine, Conservation Corps of Long Beach, and Camp Fire Angeles Council to develop the DeForest Park Vision Plan, which will guide future investment in the park and wetlands area. The Plan involves a robust public outreach strategy that involves engaging community members throughout the decision-making process. Based on the community feedback, City Fabrick developed a conceptual design for the future park and policies to support its development, which was included into the Plan for the Parks and Recreation Commission and City Council adoption in 2020.

City Fabrick's services included community engagement, GIS mapping, environmental, land use, open space, parks, and trail planning, product outreach, graphic design, and many more.



West LA Veterans Campus Community Plan



The North Campus of the West Los Angeles Veterans Affairs campus will become a vibrant, cohesive, and supportive residential neighborhood for homeless and at-risk Veterans and their families.

Partners

West Los Angeles Veterans Collective [Century Housing] and the United States Dept. of Veterans Affairs

Duties Performed

Land Use Planning, Urban Design, Community Engagement, Transportation Planning, Landscape Design

Project Timeline

2018 - Ongoing

The Department of Veterans Affairs Greater Los Angeles Healthcare System, West Los Angeles Medical Campus houses both administrative and medical facilities, and is one of the largest healthcare facilities within the Department of Veterans Affairs. The approximately 388-acre campus is located within an unincorporated island of the County of Los Angeles, while surrounded entirely by the City of Los Angeles. City Fabrick is leading the comprehensive design and planning for the redevelopment, as well as the extensive community engagement and communication associated with the overall process. Existing vacant buildings are being renovated and new buildings are being constructed on underutilized land parcels to create the Veteran-serving permanent supportive housing, services, and amenities.

The West Los Angeles North Campus Community Plan envisions a Veteran-serving neighborhood that will provide a space for collective impact and collaboration between the West LA Veterans Collective, Veterans Affairs staff, local stakeholders, and Veteran community partners in order to aggressively combat the homelessness crisis facing Veterans in Los Angeles County. The West Los Angeles Veterans Collaborative is tasked with developing permanent supportive homes for up to 1,691 Veterans, but the plan incorporates previously approved Veteran-serving housing to be developed by partners, for a total of 2,000 residents.

The Plan also involves extensive engagement with Veterans, on-campus stakeholders, Veteran-serving groups, and local community groups to understand the unique needs that are essential to best serve our Veterans. Through efforts to respond to COVID-19 conditions and continue engagement efforts, creative online and in-person engagement strategies include the use of online surveys and Zoom meetings, updated website engagement and development information, and postcard surveys sent via mail and left as a stand-alone option to ensure social distancing measures.

One San Pedro Community Plan



The revitalized Rancho San Pedro will be a mixed-use, mixed-income, multigenerational village bridging Downtown, Barton Hill, and the waterfront.

Partners

Housing Authority City of Los Angeles, The Richman Group, Century Housing, National CORE,

Duties Performed

Master Planning, Urban Design Community Engagement, Architecture, Transportation Planning, Landscape Design

Project Timeline

Ongoing

The Housing Authority of the City of Los Angeles has engaged the development collective of The Richman Group, Century Housing, and National CORE to plan and redevelop the Rancho San Pedro affordable housing community. City Fabrick is leading the comprehensive design and planning for the redevelopment, as well as the extensive community engagement and communication associated with the overall process. This effort is being coordinated with the community development plan being created for the larger area surrounding the Rancho San Pedro property.

Situated between Downtown San Pedro, Barton Hill neighborhood, and the active waterfront, the Rancho San Pedro community redevelopment plan is being conceptualized as an opportunity to build physical, economic, emotional, and cultural connections to create One San Pedro. The plan is being developed through extensive engagement with Rancho San Pedro residents and stakeholders from the larger community, through resident involvement in the People's Planning School, interactive workshops and walking tours, and establishment of a local OSP office, designed by City Fabrick. The community planning effort is to be completed towards the beginning of 2020, and the associated Specific Plan to be drafted during the summer, with environmental review taking place throughout 2020.

City Fabrick's services included community engagement, GIS mapping, environmental, land use, open space, and parks planning, product outreach, graphic design, and many more.



Client References

CITY OF LONG BEACH – PARKS, RECREATION, AND MARINE DEPARTMENT

NAME + TITLE	CONTACT INFO	PROJECT	BUDGET + TIMELINE
Nancy Villaseñor Parks Planning and Partnership Manager	562.570.3165 nancy.villaseñor@longbeach.gov	51st Street Park	\$3,500,000 2022-23

CENTURY HOUSING

NAME + TITLE	CONTACT INFO	PROJECT	BUDGET + TIMELINE
Brian D' Andrea Senior Vice President	310.663.9802 bdandrea@century.org	West Los Angeles Veteran Community	\$500,000,000 + for Plan \$5,000,000 for Mobility Project 2019-22 planning – construction current

CONSERVATION CORP OF LONG BEACH

NAME + TITLE	CONTACT INFO	PROJECT	BUDGET + TIMELINE
Phil Hester Board Secretary (Project Coordinator)	714.402.4152 phester94@gmail.com	Deforest Park	\$2,500,000 for initial phases 2019-20 planning – construction current



Approach to **Scope of Services**

Approach to Scope of Services



City Fabrick will work with the Maywood Community Services Department staff to develop and execute an engagement plan, investigate site opportunities and constraints, develop conceptual design, and support the environmental review, entitlements, and real estate negotiations for the development of the Randolph Avenue Beautification Project.

The scope of work includes base tasks one through five and optional tasks six and/or seven as services that City Fabrick would be provided as requested by the City. **The scope of work, deliverables, schedule, and fees and terms would be refined in collaboration with City staff.**

TASK 1: PROJECT MANAGEMENT

Months 1-12

City Fabrick is well equipped to manage complex projects requiring a range of skillsets and scales as we lead projects ranging from master planning large communities to architectural projects with large consultant teams with interlacing organizational structures under our contact and directly with the client, to public facilities centered on landscape design. Our team has the ability to adapt to

different project scales and timelines with makeups tailored to the unique project parameters whether related to parks and open space, mobility and streetscapes, climate adaption and resiliency, and/or beautification.

Upon project kickoff, the team will define the project goals, parameters, and partners to clearly articulate amongst the various parties involved internally and externally. While subsequent phases will lead to refinements of these overarching considerations it is essential that they are recorded so any deviation is done so thoughtfully, understanding potential ramifications. Throughout, City Fabrick will reinforce consistent communications, schedules, and roles and responsibilities among the partners involved. This will include facilitating meetings with drafting agendas, facilitating, coordinating meeting notes, and tracking action items.



City Fabrick will coordinate information collection, documentation, and file management related to the project including those related to project delivery as well as regulatory and funding compliance. Additionally, City Fabrick will also manage the project schedule and process including investigation, community engagement, stakeholder coordination – including the railroad company, regulatory and environmental clearance, and conceptual engineering and design.

Deliverables include:

Refined scope of work for notice of proceed

Project process and schedule

Project team roster and communications chart

Kick-off meeting with agenda and notes

Regular coordination meetings with agenda and notes

TASK 2A: SITE INVESTIGATION

Months 1-2

Development and redevelopment within existing communities is often complex requiring a range of investigation, study, and multi-faceted engineering. City Fabrick will lead site design and landscape architecture – along with universal and sustainable design, while Ardurra and the consultant team provide initial engineering support to provide a cohesive account of the project parameters. This comprehensive project scope is augmented by high-level analysis of hydrology and hydraulics, geotechnical and site systems.

This discovery phase considers a wide range of social, physical, fiscal, and regulatory aspects of the project, as well as the surrounding context and community that it will impact. The work includes physical analysis such as surveys, utility investigation, geotechnical analysis, geospatial mapping, and multiple site visits at different times and days to determine opportunities and constraints. Discovery also includes reviewing historic and cultural conditions, literature review of relevant regulatory and planning documents, and engagement with the City, community, and partners. This comprehensive analysis lays a solid foundation for future engagement, design, and execution can be built from.

A project survey will consist of boundary and topographic survey of the site limits established within the Request



for Proposal including Randolph Avenue within the City of Maywood from Pine Avenue to Walker Street, though there could be an economy of scale to coordinate with adjacent jurisdictions to extend the project scope along the length of Randolph if an expanded project is every anticipated. The survey shall include surface features including grade breaks, railroad tracks, curb/gutter, pavement, walls, fences, structures, and other observed features, surface utilities and utility markings present at the time of survey. With support from the City providing current title report, utility marking, and coordination prior to performing the site survey and the boundary survey and plotting of easements will be necessary for this project and are therefore included. Identifying easements will also be included as part of the survey to assure easements are quit claimed if necessary, eventually.

Cursory geotechnical analysis will include review of readily available information regarding the geologic and geotechnical conditions at the proposed site along with any existing information provided by the City, a site visit will be performed to inspect the current condition of the site, and preparation of a high level geotechnical report detailing our findings and preliminary recommendations for the site to support the conceptual planning and schematic design. More robust geotechnical and Phase 1+2 environmental conditions analysis could be necessary at future stages.

Deliverables include:

- ALTA survey**
- Desktop geotechnical study**
- Literature report**
- Site context mapping**
- Existing Conditions Imagery**
- Historic context report**
- Six (6) Geospatial Information Systems Maps**
- Walk audit and summary**
- Asset/challenge diagram(s)**
- Opportunities/constraints diagram(s)**
- Existing Conditions Summary Report**

TASK 2B: CONCEPTUAL DESIGN

Months 3-12

Development within existing communities is often complex requiring a range of investigation, study, and multi-faceted engineering. City Fabrick will lead site design and landscape architecture – along with universal and sustainable design, while Ardurra and the consultant team provide initial engineering and entitlement support to provide a cohesive account of the project parameters. The proposed services include developing up to three initial design concepts and refining to one Conceptual design package that incorporates input from the City, relevant stakeholders, and residents of Maywood.

City Fabrick will prepare research, design, and presentation material for up to three project concepts to be used throughout the research, community engagement, and planning process. The intention of this phase is to gain community input throughout the community engagement and coordination process to help clearly define the proposed project parameters. Upon completion the project be defined sufficiently to review for potential environmental impacts – or benefits, design considerations, and necessary regulatory approvals for the project to be considered ready suitable to seek funding through most sources. The design will also be sufficient to develop rough order of magnitude cost estimations for construction and maintenance.

The Final Report will incorporate the elements developed through the various tasks providing an action-oriented roadmap for developing the Randolph Avenue Beautification Project. It is intended to allow land use, policy, and investment determinations to be made within a realistic framework that recognizes the resource limitations and opportunity of open, underused land. The Report will summarize the existing conditions, investigation, community voice, and finalized conceptual design. The report serves as a blueprint for community partners and civic leaders to be champions for implementation and stewardship of the new community asset.

Deliverables include:

Three Initial Design Alternatives

- Overall Map
- Design Strategy Diagram
- Two (2) Cross-sections

Precedent Imagery

Three (3) Project Case Studies

Conceptual Design Deliverables include:

Overall Project Map

Four (4) Overall Design Strategy Diagrams

Two (2) Renderings

Eight (8) Focused Design Sections (two-block increments)

- Enlarged Landscape Plan
- Two (2) Cross-sections
- Three (3) Design Diagrams

Preliminary Civil Engineering Studies

- Drainage
- Water Quality
- Earthwork

Cost Estimation – Construction and Maintenance

Project Conceptual Design Report

TASK 3: ENVIRONMENTAL REVIEW + COMPLIANCE

Months 6-12

Projects large and small require analysis of the potential environmental impacts and benefits that could result through construction and implementation. While much of the focus is related to compliance with funding agencies and regulatory approval the process is also essential for determining how the project can be refined or enhanced to result in restorative care for the community. This work would include preparation and coordination of Preliminary Environmental Studies (PES) for level of review, environmental clearance, and coordination necessary technical studies for CEQA/NEPA compliance. This scope of work assumes that the level of environmental review will be limited to Categorical Exemption.

Our project team is also well-equipped to support the City for submitting and obtaining encroachment permits related to county, state, and even federal rights of ways and facilities as required for landscape and park projects. City Fabrick is working to develop 51st Street Park, repurposing residual public right-of-way adjacent to Los Angeles County Flood Control facilities requiring coordination of easements, access, and utilities. City Fabrick is also working with county, state,



and federal agencies on a range of mobility, open space, and infrastructure projects for developing a supportive community on the West Los Angeles Veterans Affairs campus requiring negotiations and approvals through layers of easements, leases, and access agreements.

Deliverables include:

Planning Permit Application and Coordination

CEQA (Categorical Exemption) Application and Coordination

TASK 4: REAL ESTATE ADVISORY

Months 4-8

Rails to Trails projects often require complex negotiations between railroad companies, regional and state transportation agencies, and local jurisdictions. Principals of Burnham Development have been involved with negotiations between local jurisdictions and transportation agencies to establish shared benefits from regional transportation assets. They would support the City researching best practices and negotiating with Union Pacific Railroad Company to determine a mutually beneficial arrangement for repurposing all or portions of the right-of-way for community benefit. This would include supporting Maywood's application for a lease beautification application with the agency, and the selected reviewing the beautification lease agreement and providing recommendations for the City.

Deliverables include:

Case study report for Rail to Trail lease agreements with best practices

Memorandum for review and recommendation of lease agreement

Four (4) Meetings related to lease agreement

TASK 5: COMMUNITY ENGAGEMENT

Months 3-10

City Fabrick possesses the expertise necessary to develop robust in-person and digital outreach strategies that are customized to each community we work in. City Fabrick has over 10 years of experience successfully providing community outreach and engagement for parks and open



space efforts throughout the Los Angeles region with various public partners. City Fabrick has successfully led community engagement efforts for over a dozen of open space projects and countless other types of urban planning related efforts with various jurisdictions each consisting of different target population types and unique financing plans. This includes our award-winning plans and designs for existing parks, new parks, and park improvements, park systems, and park organizations, each emphasizing a community-based approach to planning and design.

The community voice for this process will be built upon feedback, narratives, and information collected through previous engagement activities and efforts. Baseline engagement for this process will take the form a general survey that will build quantifiable data about the future park user experience, needs, and desire. The survey will be available in hard copy and online – available in English and Spanish, will be provide essential information as well as initial contacts to follow-up when drawing participants for future workshops and focus groups.

Along with collecting the input from previous projects and planning efforts there will be at least three community workshops (including one virtual) distributed along Randolph

Avenue – working with City staff and community partners to discuss needs, assets, opportunities, and challenges for establishing new public open space along this corridor. This scope will include meeting facilitation, creating workshop activities including role-playing, forced-choice, and shared learning. The workshop activities will be designed to be compatible with other meeting structures and potential community events to expand participation beyond those who might not typically attend a public workshop.

Completing the community engagement process will include a series of focus group meetings and stakeholder interviews to gather additional input, context, and support for the process, report, and park designs. The survey, workshop, and follow-up interviews and meetings will be staged throughout the process to collect information and feedback at different stages of the research, planning, prioritization, and design – while also reporting back what was heard and how it guides the project. The entirety of information, narrative, and feedback will be condensed into a community voice chapter of the final report while raw information will be cleaned and consolidated within an appendix section of the document.

Deliverables include:

Resident Survey – Online and Onsite

- Online Survey Coordination
- Physical Survey and Postcard
- Survey Return Boxes

Three (3) Community Workshops

- Outreach Material – fliers and social media
- Slideshow Presentation
- Workshop Facilitation
- Workshop Activities/Games

Additional Engagement

- Six (6) Stakeholder Interviews
- Three (3) Focus Group Meetings

Community Voice Summary Report

OPTIONAL

TASK 6: DEMONSTRATION/ENGAGEMENT EVENT

There is the opportunity to demonstrate the potential for Randolph Avenue to become a community asset through temporary interventions, programs, or events as part of the engagement process. City Fabrick is an industry leader in the application of tactical urbanism as part of community development and engagement developing pop-up demonstration projects across the region associated with planning, design, and development. Optional Task 6 would be to organize an event or series of events and/or installations along Randolph Avenue to promote its future as a greenbelt.

This would be done in conjunction with the engagement process to demonstrate, gain input, and test elements of the beautification project. This can include but would not be limited to pop-up engagement installations, a 2-mile fun run, temporary signage, and median cleanups. Along with demonstrating the possibilities and gaining input from the community the demonstration project(s) will build awareness and interest in the project, ultimately catalyzing community champions for its implementation and stewards for its sustainability. In collaboration with the City and community partners, City Fabrick would develop the demonstration project(s) and provide logistic capacity for execution of the project/event.

Deliverables include:

Outreach Material – fliers and social media

Engagement Activities Material

Event Logistic Support

OPTIONAL

TASK 7: MULTI-CITY DESIGN PITCH PRESENTATION

Randolph Avenue straddles between multiple cities which provides the opportunity to this to be an asset to residents beyond Maywood. As part of the initial design and site investigation process would be an optimal opportunity to engage the Cities of Huntington Park and Bell to expand the scope and benefit of the Randolph Avenue beautification project and offer economy of scale for developing a larger and longer community asset. City Fabrick would develop conceptual level presentation material, demonstrating the potential benefits of an expanded Randolph Avenue Beautification Project to present to neighboring jurisdictions, regional agencies, and potential funders.

Deliverables include:

Six (6) Geospatial Information Systems Maps

Expanded Project Map

Four (4) Design Strategy Diagrams

Two (2) Renderings

Six (6) Meetings with City Partners

Cost --- Proposal

Cost Proposal

For the scope of work described in this proposal, the City of Maywood will pay City Fabrick a fixed fee of \$269,280 [including a \$12,000 allowance for reimbursable and printing expenses] in monthly installments based on percentage of work complete.

COST PROPOSAL					
TASK	CITY FABRICK	ARDURRA	BURNHAM	GROUP DELTA	TOTAL
1 Project Management	22,800	1,150	-	-	23,950
2A Site Investigation	11,800	51,720	-	10,720	74,240
2B Conceptual Design	62,400	17,990	22,800	-	80,390
3 Environmental Review	16,800	-	17,700	-	34,500
4 Real Estate Advisory	-	-	11,800	-	11,800
5 Community Engagement	32,400	-	-	-	32,400
SUBTOTAL	146,200	70,860	29,500	10,720	257,280
Direct (translation, printing, etc.)					12,000
TOTAL	269,280				
Optional: Demonstration/Engagement Event (direct and indirect)					10-20,000
Optional: Multi-City Design Pitch Presentation					15,000

DIRECT COST ASSUMPTIONS
Printing and Copying will not include additional fees beyond direct cost.
Mileage will be charged at the current rate determined by the Internal Revenue Service.
City Fabrick retains translation services regularly for engagement work.
Venue rentals for engagement activities will be covered by the City, assuming use of public facilities.
Permit, plan check, and inspection fees will be covered by the City.
Incidental expenses will be presented to City staff before incurring costs.



THANK YOU



BRIAN ULASZEWSKI
PRINCIPAL & EXECUTIVE DIRECTOR

562.901.2128
BRIAN@CITYFABRICK.ORG
CITYFABRICK.ORG

PROPOSAL FOR PROFESSIONAL SERVICES

CITY OF MAYWOOD – COMMUNITY SERVICES

Rudolph Avenue Beautification – Landscape Architectural Services

A. INTRODUCTION

City Fabrick is a nonprofit design studio reshaping, restoring, and empowering communities through collaborative public-interest design, planning, policy development, and advocacy. Based in Long Beach, City Fabrick engages communities in Southeast Los Angeles County across a range of matters related to improve residents' quality of life and outcomes. City Fabrick is an independent organization that works beyond the conventional client-consultant framework, having the capacity to collaborate with community partners on mission-related work as well as collaborate to initiate positive change communities. City Fabrick's involvement with this initiative provides the following community benefits that align with our mission:

- Great Parks and Places: by increasing park acreage and access for a park poor community.
- Thriving Neighborhoods: by providing more public recreational opportunities for residents to promote physical, mental, and emotional health.
- Resilient Communities: by expanding urban forestry, habitat, and permeable area to make the community resilient to climate change while mitigating pollution impacts.
- Moving People: by creating a mile-long active transportation trail, connecting residents to multiple schools and community amenities.

City Fabrick is a Long Beach nonprofit organization that collaborates with partners on community enhancing projects and initiatives taking a variety of roles that best ensure success for all those involved. Our unique structure provides the capacity to be a consultant, collaborator, grantee, or part of a coalition. City Fabrick's work includes but is not limited housing, parks and open space, transportation, climate resiliency, cultural development and providing technical and creative capacity planning, communications, and engagement, graphic, building, landscape, and urban design services.

City Fabrick has significant experience working in the Gateway Cities area working with community partners and a multitude of local agencies and nonprofit partners on a range planning, community visioning, and engagement processes including multiple park projects, affordable housing, community development, streetscape, neighborhood beautification, and public art. City Fabrick is currently providing landscape architecture services for a proposed senior housing and community center development in nearby Cudahy a mile from Randolph Avenue, engagement and communications support to the Gateway Cities Council of Governments, and designing a new park in North Long Beach by repurposing residual public right-of-way adjacent to the Los Angeles River.

B. SCOPE OF SERVICES

City Fabrick will work with the Maywood Community Services Department staff to develop and execute an engagement plan, investigate site opportunities and constraints, develop conceptual design, and support the environmental review, entitlements, and real estate negotiations for the development of the Randolph Avenue Beautification Project. The scope of work includes base tasks one through five and optional tasks six and/or seven as services that City Fabrick would be provided as requested by the City. The scope of work, deliverables, schedule, and fees and terms would be refined in collaboration with City staff.

Task 1: Project Management

Months 1-12

City Fabrick is well equipped to manage complex projects requiring a range of skillsets and scales as we lead projects ranging from master planning large communities to architectural projects with large consultant teams with interlacing organizational structures under our contact and directly with the client, to public facilities centered on landscape design. Our team has the ability to adapt to different project scales and timelines with makeups tailored to the unique project parameters whether related to parks and open space, mobility and streetscapes, climate adaption and resiliency, and/or beautification.

Upon project kickoff, the team to define the project goals, parameters, and partners to clearly articulate amongst the various parties involved internally and externally. While subsequent phases will lead to refinements of these overarching considerations it is essential that they are recorded so any deviation is done so thoughtfully, understanding potential ramifications. Throughout, City Fabrick will reinforce consistent communications, schedules, and roles and responsibilities among the partners involved. This will include facilitating meetings with drafting agendas, facilitating, coordinating meeting notes, and tracking action items.

City Fabrick will coordinate information collection, documentation, and file management related to the project including those related to project delivery as well as regulatory and funding compliance. Additionally, City Fabrick will also manage the project schedule and process including investigation, community engagement, stakeholder coordination – including the railroad company, regulatory and environmental clearance, and conceptual engineering and design.

Deliverables include:

- Refined scope of work for notice of proceed
- Project process and schedule
- Project team roster and communications chart
- Kick-off meeting with agenda and notes
- Regular coordination meetings with agenda and notes

Task 2A: Site Investigation

Months 1-2

Development and redevelopment within existing communities is often complex requiring a range of investigation, study, and multi-faceted engineering. City Fabrick will lead site design and landscape architecture – along with universal and sustainable design, while Ardurra and the consultant team provide initial engineering support to provide a cohesive account of the project parameters. This comprehensive project scope is augmented by high-level analysis of hydrology and hydraulics, geotechnical and site systems.

This discovery phase considers a wide range of social, physical, fiscal, and regulatory aspects of the project, as well as the surrounding context and community that it will impact. The work includes physical analysis such as surveys, utility investigation, geotechnical analysis, geospatial mapping, and multiple site visits at different times and days to determine opportunities and constraints. Discovery also includes reviewing historic and cultural conditions, literature review of relevant regulatory and planning documents, and engagement with the City, community, and partners. This comprehensive analysis lays a solid foundation for future engagement, design, and execution can be built from.

A project survey will consist of boundary and topographic survey of the site limits established within the Request for Proposal including Randolph Avenue within the City of Maywood from Pine Avenue to Walker Street, though there could be an economy of scale to coordinate with adjacent jurisdictions to extend the project scope along the length of Randolph if an expanded project is every anticipated. The survey shall include surface features including grade breaks, railroad tracks, curb/gutter, pavement, walls, fences, structures, and other observed features, surface utilities and utility markings present at the time of survey. With support from the City providing current title report, utility marking, and coordination prior to performing the site survey and the boundary survey and plotting of easements will be necessary for this project and are therefore included. Identifying easements will also be included as part of the survey to assure easements are quit claimed if necessary, eventually.

Cursory geotechnical analysis will include review of readily available information regarding the geologic and geotechnical conditions at the proposed site along with any existing information provided by the City, a site visit will be performed to inspect the current condition of the site, and preparation of a high level geotechnical report detailing our findings and preliminary recommendations for the site to support the conceptual planning and schematic design. More robust geotechnical and Phase 1+2 environmental conditions analysis could be necessary at future stages.

Deliverables include:

- ALTA survey
 - Desktop geotechnical study
 - Literature report

- Site context mapping
- Existing Conditions Imagery
- Historic context report
- Six (6) Geospatial Information Systems Maps
- Walk audit and summary
- Asset/challenge diagram(s)
- Opportunities/constraints diagram(s)
- Existing Conditions Summary Report

Task 2B: Conceptual Design

Months 3-12

Development within existing communities is often complex requiring a range of investigation, study, and multi-faceted engineering. City Fabrick will lead site design and landscape architecture – along with universal and sustainable design, while Ardurra and the consultant team provide initial engineering and entitlement support to provide a cohesive account of the project parameters. The proposed services include developing up to three initial design concepts and refining to one Conceptual design package that incorporates input from the City, relevant stakeholders, and residents of Maywood.

City Fabrick will prepare research, design, and presentation material for up to three project concepts to be used throughout the research, community engagement, and planning process. The intention of this phase is to gain community input throughout the community engagement and coordination process to help clearly define the proposed project parameters. Upon completion the project be defined sufficiently to review for potential environmental impacts – or benefits, design considerations, and necessary regulatory approvals for the project to be considered ready suitable to seek funding through most sources. The design will also be sufficient to develop rough order of magnitude cost estimations for construction and maintenance.

The Final Report will incorporate the elements developed through the various tasks providing an action-oriented roadmap for developing the Randolph Avenue Beautification Project. It is intended to allow land use, policy, and investment determinations to be made within a realistic framework that recognizes the resource limitations and opportunity of open, underused land. The Report will summarize the existing conditions, investigation, community voice, and finalized conceptual design. The report serves as a blueprint for community partners and civic leaders to be champions for implementation and stewardship of the new community asset.

Design Process Deliverables include:

- Three Initial Design Alternatives
 - Overall Map
 - Design Strategy Diagram
 - Two (2) Cross-sections

- Precedent Imagery
- Three (3) Project Case Studies

Conceptual Design Deliverables include:

- Overall Project Map
- Four (4) Overall Design Strategy Diagrams
- Two (2) Renderings
- Eight (8) Focused Design Sections (two-block increments)
 - Enlarged Landscape Plan
 - Two (2) Cross-sections
 - Three (3) Design Diagrams
- Preliminary Civil Engineering Studies
 - Drainage
 - Water Quality
 - Earthwork
- Cost Estimation – Construction and Maintenance
- Project Conceptual Design Report

Task 3: Environmental Review and Compliance

Months 6-12

Projects large and small require analysis of the potential environmental impacts and benefits that could result through construction and implementation. While much of the focus is related to compliance with funding agencies and regulatory approval the process is also essential for determining how the project can be refined or enhanced to result in restorative care for the community. This work would include preparation and coordination of Preliminary Environmental Studies (PES) for level of review, environmental clearance, and coordination necessary technical studies for CEQA/NEPA compliance. This scope of work assumes that the level of environmental review will be limited to Categorical Exemption.

Our project team is also well-equipped to support the City for submitting and obtaining encroachment permits related to county, state, and even federal rights of ways and facilities as required for landscape and park projects. City Fabrick is working to develop 51st Street Park, repurposing residual public right-of-way adjacent to Los Angeles County Flood Control facilities requiring coordination of easements, access, and utilities. City Fabrick is also working with county, state, and federal agencies on a range of mobility, open space, and infrastructure projects for developing a supportive community on the West Los Angeles Veterans Affairs campus requiring negotiations and approvals through layers of easements, leases, and access agreements.

Deliverables include:

- Planning Permit Application and Coordination
- CEQA (Categorical Exemption) Application and Coordination

Task 4: Real Estate Advisory

Months 4-8

Rails to Trails projects often require complex negotiations between railroad companies, regional and state transportation agencies, and local jurisdictions. City Fabrick would support the City researching best practices and participating in meetings with Union Pacific Railroad Company to determine a mutually beneficial arrangement for repurposing all or portions of the right-of-way for community benefit. Optional Task 8: Legal/Real Estate Technical Assistance – would be performed by the City's contract legal counsel or by another entity with expertise in Railroad Real Estate.

Deliverables include:

- Case study report for Rail to Trail lease agreements with best practices
- Four (4) Meetings related to lease agreement

Task 5: Community Engagement

Months 3-10

City Fabrick possesses the expertise necessary to develop robust in-person and digital outreach strategies that are customized to each community we work in. City Fabrick has over 10 years of experience successfully providing community outreach and engagement for parks and open space efforts throughout the Los Angeles region with various public partners. City Fabrick has successfully led community engagement efforts for over a dozen of open space projects and countless other types of urban planning related efforts with various jurisdictions each consisting of different target population types and unique financing plans. This includes our award-winning plans and designs for existing parks, new parks, and park improvements, park systems, and park organizations, each emphasizing a community-based approach to planning and design.

The community voice for this process will be built upon feedback, narratives, and information collected through previous engagement activities and efforts. Baseline engagement for this process will take the form a general survey that will build quantifiable data about the future park user experience, needs, and desire. The survey will be available in hard copy and online – available in English and Spanish, will be provide essential information as well as initial contacts to follow-up when drawing participants for future workshops and focus groups.

Along with collecting the input from previous projects and planning efforts there will be at least three community workshops (including one virtual) distributed along Randolph Avenue – working with City staff and community partners to discuss needs, assets, opportunities, and challenges for establishing new public open space along this corridor. This scope will include meeting facilitation, creating workshop activities including role-playing, forced-choice, and shared learning. The workshop activities will be designed to

be compatible with other meeting structures and potential community events to expand participation beyond those who might not typically attend a public workshop.

Completing the community engagement process will include a series of focus group meetings and stakeholder interviews to gather additional input, context, and support for the process, report, and park designs. The survey, workshop, and follow-up interviews and meetings will be staged throughout the process to collect information and feedback at different stages of the research, planning, prioritization, and design – while also reporting back what was heard and how it guides the project. The entirety of information, narrative, and feedback will be condensed into a community voice chapter of the final report while raw information will be cleaned and consolidated within an appendix section of the document.

Deliverables include:

- Resident Survey – Online and Onsite
 - Online Survey Coordination
 - Physical Survey and Postcard
 - Survey Return Boxes
- Three (3) Community Workshops
 - Outreach Material – fliers and social media
 - Slideshow Presentation
 - Workshop Facilitation
 - Workshop Activities/Games
- Additional Engagement
 - Six (6) Stakeholder Interviews
 - Three (3) Focus Group Meetings
- Community Voice Summary Report

Task 6: Demonstration/Engagement Event

There is the opportunity to demonstrate the potential for Randolph Avenue to become a community asset through temporary interventions, programs, or events as part of the engagement process. City Fabrick is an industry leader in the application of tactical urbanism as part of community development and engagement developing pop-up demonstration projects across the region associated with planning, design, and development. Optional Task 6 would be to organize an event or series of events and/or installations along Randolph Avenue to promote its future as a greenbelt.

This would be done in conjunction with the engagement process to demonstrate, gain input, and test elements of the beautification project. This can include but would not be limited to pop-up engagement installations, a 2-mile fun run, temporary signage, and median cleanups. Along with demonstrating the possibilities and gaining input from the community the demonstration project(s) will build awareness and interest in the project, ultimately catalyzing community champions for its implementation and stewards for its

sustainability. In collaboration with the City and community partners, City Fabrick would develop the demonstration project(s) and provide logistic capacity for execution of the project/event.

Deliverables could include:

- Outreach Material – fliers and social media
- Engagement Activities Material
- Event Logistic Support

Task 7: Multi-City Design Pitch Presentation

Randolph Avenue straddles between multiple cities which provides the opportunity to this to be an asset to residents beyond Maywood. As part of the initial design and site investigation process would be an optimal opportunity to engage the Cities of Huntington Park and Bell to expand the scope and benefit of the Randolph Avenue beautification project and offer economy of scale for developing a larger and longer community asset. City Fabrick would develop conceptual level presentation material, demonstrating the potential benefits of an expanded Randolph Avenue Beautification Project to present to neighboring jurisdictions, regional agencies, and potential funders.

Deliverables include:

- Six (6) Geospatial Information Systems Maps
- Expanded Project Map
- Four (4) Design Strategy Diagrams
- Two (2) Renderings
- Six (6) Meetings with City Partners

Task 8: Legal/Real Estate Technical Assistance (optional, hourly – as needed basis)

The City's contract legal counsel or by another entity with expertise in Railroad Real Estate (including Burnham Development if appropriate) would provide on-call support to the City negotiating with Union Pacific Railroad Company to determine a mutually beneficial arrangement for repurposing all or portions of the right-of-way for community benefit. This would include supporting Maywood's application for a lease beautification application with the agency, and the selected reviewing the beautification lease agreement and providing recommendations for the City.

Deliverables include:

- Case study report for Rail to Trail lease agreements with best practices
- Four (4) Meetings related to lease agreement

C. COST PROPOSAL

For the scope of work described in this proposal, the City of Maywood will pay City Fabrick a fixed fee of \$259,280 [including a \$12,000 allowance for reimbursable and printing expenses] in monthly installments based on percentage of work complete.

Task	City Fabrick	Ardurra	Burnham	Group Delta	Total
1. Project Management	18,800	1,150			23,950
2A. Site Investigation	10,800	51,720		10,720	74,240
2B. Conceptual Design	57,400	17,990			80,390
3. Environmental Review	15,800		17,700		34,500
4. Real Estate Advisory	2,800		0		2,800
5. Community Engagement	27,400				32,400
6. Demonstration Event	5,000				5,000
7. Design Pitch Presentation	10,000				10,000
Subtotal	148,000	70,860	17,700	10,720	247,280
Direct (translation, printing, demonstration, etc.)					12,000
Total					259,280
8. Optional: Legal/Real Estate Technical Assistance (as-needed, up to)					25,000

Direct Cost Assumptions:

- Printing and Copying will not include additional fees beyond direct cost.
- Mileage will be charged at the rate determined by the Internal Revenue Service.
- City Fabrick retains translation services regularly for engagement work.
- Venue rentals for engagement activities will be covered by the City, assuming use of public facilities.
- Permit, plan check, and inspection fees will be covered by the City.
- Incidental expenses will be presented to City staff before incurring costs.

AGENDA REPORT
CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: September 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES SUPERVISOR

SUBJECT: CONSIDERATION TO ADOPT RULES AND REGULATIONS FOR FIELD RESERVATIONS AT DODGERS DREAMFIELD AT MAYWOOD PARK

RECOMMENDATION:

Staff recommends that the City Council review and approve the updated rules and regulations for the Dodger Dreamfield at Maywood Park.

BACKGROUND:

On July 24, 2024, the City Council directed staff to update the following items on the City's Rules and Regulations Governing Use of the Dodger Dreamfield at Maywood Park Manual.

1. Update field rental hours and availability to show evening hours and Sunday hours.
2. Update group classification guidelines to match report.
3. Include late fees in the guidelines if the rental group goes over reservation.

DISCUSSION:

1. FIELD USAGE AVAILABILITY

Field availability is as follows:

- During the months of March to May, the field will be reserved for the LAUSD Maywood High School Baseball & Softball Team.
- During the months of April to August, the field will be reserved for the YMCA Dodgers Dreamteam Program.
- On months/days that the designated high schools are not using the field, the Dodgers Dreamteam Program will have priority.
- Nighttime fees will begin at sundown, adjusted based on the season.

Field Rental Hours

January-February	Monday – Friday Saturdays Sundays	9AM – 9PM 9AM – 9PM 9AM – 4PM
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March – May	Monday – Friday Saturdays Sundays	9AM – 11AM 3PM – 9PM 9AM – 4PM
May - August	Monday – Friday Saturdays Sundays	9AM – 9PM 3PM – 9PM 9AM – 4PM
August – October	Monday – Friday Saturdays Sundays	9AM – 9PM 9AM – 9PM 9AM – 4PM
November-December	Closed For Maintenance	

2. GROUP CLASSIFICATION

- a. Activities or programs conducted and/or sponsored or co-sponsored by the City of Maywood.
- b. Schools located within the City of Maywood.
- c. Recognized groups that partnered with the City for the park renovation.
- d. Resident Youth Non-Profit Groups (60% residency)
- e. Non-Profit Resident Adult Groups (60% residency)
- f. Youth Resident Groups (60% residency)
- g. Adult Resident Groups (60% residency)
- h. All Other Groups

Eligibility determination for a team, group or organization will be determined by the Community Services Division.

3. GENERAL PROCEDURES & GUIDELINES & RULES

Applications & Reservations

- a. To reserve the field, a Field Reservation Application must be completed and returned at least 4 weeks prior to the event and reservation will be issued only to responsible adults (Permittee, over age of 21) with the authority to represent the organization or team and who will be present at the field throughout the activity.
- b. All matters concerning the reservation will be handled by the Permittee only and a staff member from the Community Services Division.
- c. All Permittees' must possess a valid California Driver's license or California Identification Card. Must provide updated contact information such as personal phone number and email anytime there is a change made. This is how the city will communicate with the user.
- d. Permittee interested in reserving multiple days can secure their bookings for a maximum of four (4) months in advance.
- e. The Permittee group shall leave the field in a clean and orderly condition. Any concerns should be documented.;
- f. The Permittee shall accept full responsibility for any damage to property or facility.
- g. The Permittee shall accept full responsibility for the conduct of those attending the event.
- h. A \$20 fee will be applied for every 15 minutes that exceed your reservation time, following the 30-minute grace period. For example, if your reservation ends at 4 PM, all individuals must vacate the field, dugouts, bleachers, and surrounding areas within 30 minutes after the reservation ends.
- i. Nighttime fees will begin at sundown, adjusted based on the season.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no significant fiscal impact related to this action. Fees collected will assist with offsetting operation and staffing of the field and adjacent amenities.

ATTACHMENT(S)

1. New FieldReservation&Guidelines 2024
2. Park Chart Fees 2024
3. Insurance Handout_Facility Permits



RULES AND REGULATIONS GOVERNING USE OF THE DODGER DREAMFIELD AT MAYWOOD PARK

**Dodger Dreamfield at Maywood Park
4801 E. 58th Street, Maywood, CA 90270**

INTRODUCTION

The Community Services Division oversees field usage at the Dodger Dreamfield at Maywood Park. The field can be used for for a range of athletic, social, recreational activities and programs. The City is dedicated to ensuring fair and equitable distribution of this space.

Although demand often exceeds availability, the City strives to manage the field in a way that maximizes access for Maywood residents. All organizations requesting field use must adhere to the rules outlined in these policies.

GOALS

These policies aim to create a fair and equitable process for field use, prioritizing access for Maywood residents and community-based organizations. The City aims to support sports activities and promote health and wellness for all participants using its fields.

PURPOSE

The purpose of this policy is to establish regulations and processes to ensure the fair and equitable distribution of the Dodger Dreamfield, coordinate field space, preserve the field, prevent unsafe, unlawful, or unauthorized uses, and ensure financial accountability for any damage caused by field usage.

GROUP CLASSIFICATION

- a. Activities or programs conducted and/or sponsored or co-sponsored by the City of Maywood.
- b. Schools located within the City of Maywood.
- c. Recognized groups that partnered with the City for the park renovation.
- d. Resident Youth Non-Profit Groups (60% residency)
- e. Non-Profit Resident Adult Groups (60% residency)
- f. Youth Resident Groups (60% residency)
- g. Adult Resident Groups (60% residency)
- h. All Other Groups

Eligibility determination for a team, group, or organization will be determined by Community Services Division.

FIELD USAGE AVAILABILITY

Field availability is as follows:

- During the months of March to May, the field will be reserved for LAUSD Maywood High School Baseball & Softball Teams.
- During the months of April to August the field will be reserved for YMCA Dodgers Dreamteam Program
- On months/days that the designated high schools are not using the field, the Dodgers Dreamteam Program will have priority.
- Nighttime fees will begin at sundown, adjusted based on the season.

Field Rental Hours

January-February	Monday – Friday Saturdays Sundays	9AM – 9PM 9AM – 9PM 9AM – 4PM
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August – October	Monday – Friday Saturdays Sundays	9AM – 9PM 9AM – 9PM 9AM – 4PM
November-December	Closed For Maintenance	

GENERAL PROCEDURES & GUIDELINES & RULES

1. Applications & Reservations

- a. To reserve the field a Field Reservation Application must be completed and returned at least 4 weeks prior to the event and reservations will be issued only to responsible adults (Permittee, over age of 21) with the authority to represent the organization or team and who will be present at the field throughout the activity.
- b. All matters concerning the reservation will be handled by the Permittee only and a staff member from the Community Services Division.
- c. All Permittee's must possess a valid California Driver's license or California Identification Card. Must provide updated contact information such as personal phone number and email anytime there is a change made. This is how the city will communicate with the user.
- d. Permittee interested in reserving multiple days can secure their bookings for a maximum of four (4) months in advance.
- e. The Permittee group shall leave the field in a clean and orderly condition. Any concerns should be documented.
- f. The Permittee shall accept full responsibility for any damage to property or facility.
- g. The Permittee shall accept full responsibility for the conduct of those attending the event.
- h. A \$20 fee will be applied for every 15 minutes that exceed your reservation time, following the 30-minute grace period. For example, if your reservation ends at 4 PM, all individuals must vacate the field, dugouts, bleachers, and surrounding areas within 30 minutes after the reservation ends.
- i. Nighttime fees will begin at sundown, adjusted based on the season.

2. Cancellation or Schedule Adjustments

A cancellation is defined as when a permit is issued for the field, and the user group contacts the CITY to inform them that the permit for a specific day is no longer needed.

- a. Final arrangements or changes to the application must be made in person by the Permittee at least 2 weeks prior to the event date.

3. Rules & Regulations

- a. Confetti and sunflower seeds are prohibited in the field, as well as the bleacher/restroom area.
- b. The Permittee may not rearrange any part of the field set-up.
- c. Violation by Permittee or group of any rules and regulations established by the City of Maywood may affect future field requests.
- d. Activities for minors shall be supervised by the Permittee and they must be present during the entire time stipulated on the permit.
- e. Consistent with the approved Ordinance No. 23-03, as amended on March 22, 2023, by the Maywood City Council, any violations, including damaging and removing park property, camping, and possessing, carrying, or consuming intoxicating liquor in a park, will be treated as a misdemeanor under Section 10-3.01. Convictions for such violations may result in a fine not exceeding one thousand dollars (\$1,000.00), imprisonment for a term not exceeding six (6) months, or both fine and imprisonment.
- f. Individuals caught violating these policies will forfeit their deposit and may face potential suspension of any future reservations at the discretion of the City Manager.
- g. Failure to observe the governing regulations may result in future applications being denied.

4. Field Maintenance

- a. The field will undergo maintenance from November through December. Maintenance dates may vary at the discretion of the City.
- b. Field lining/chalking must be completed during the reservation period. Additional time for chalking/lining can be purchased at an extra cost. Chalking/lining cannot be done the day before your reservation. Painting of the fields is prohibited.
- c. Prior permission is required for any posters, banners, and/or flyers attached to any part of the building or field area. Approval from the Division's Supervisor is necessary before hanging or displaying banners/posters.
- d. Any equipment brought onto the premises must be removed by the permit group by the end of the reservation. All debris/trash must be collected from the facility, parking lots, facility curbsides, residential curbsides, and placed in trash cans or removed from the premises.
- e. No permanent structures or equipment may be placed or erected on any City field/facility.

5. Insurance

- a. The Permittee must provide a certificate of liability insurance for \$1,000,000.
- b. The Certificate must include the City of Maywood as an additional insured.
- c. The address for the City is: **4319 E. Slauson Ave, Maywood, CA 90270**
- d. An Endorsement Letter must accompany the insurance certificate and must include the City's address and field address.
- e. This certificate must be submitted upon approval of the application. Staff will notify the Permittee of the approval and provide a deadline of 3 days prior to the reservation to submit the certificate.
- f. A sample of the Certificate is attached at the end of this package.

6. State Law

- a. **YOUTH PROGRAMS/VOLUNTEERS** – In accordance with California State Law (Chapter 2.7. Community Youth Athletic Programs [18900-18900]) organizations shall ensure that all volunteers in contact with minors have been screened and have passed a criminal background check.
- b. **HEALTH DEPARTMENT** - Senate Bills 602 and 303 require food handlers to have a California Food Handler Card. For specific requirements for concession stands, please go to Section 6 (Concession Stands/Snack Bars).

7. Code of Conduct

- a. The City of Maywood is committed to maintaining a positive and respectful environment in all park facilities, including athletic fields. We strive to uphold high standards by providing quality programs, services, and facilities.
- b. **NO ALCOHOLIC BEVERAGES ALLOWED ON THE PREMISES, INCLUDING THE PARKING LOT.** Consistent with the approved Ordinance No. 23-03, as amended on March 22, 2023, by the Maywood City Council, any violations, including damaging and removing park property, camping, and possessing, carrying, or consuming intoxicating liquor in a park, will be treated as a misdemeanor under Section 10-3.01. Convictions for such violations may result in a fine not exceeding one thousand dollars (\$1,000.00), imprisonment for a term not exceeding six (6) months, or both fine and imprisonment.
- c. Individuals caught violating these policies will forfeit their deposit and may face potential suspension of any future reservations at the discretion of the City Manager.
- d. Failure to observe the governing regulations may result in future applications being denied.

- e. City of Maywood parks and facilities are non-smoking facilities. This includes but is not limited to smoking tobacco in any form (flavored or unflavored), cigarettes, cigars, water pipe/bong, marijuana, vaping, hookah, or similar type items.
- f. The following are considered inappropriate behavior:
 - i. Damaging facility materials, equipment, supplies, and grounds.
 - ii. Using disruptive language that disturbs other participants.
 - iii. Violating facility policies and procedures regarding loitering, sales, or solicitation.
 - iv. Possession, sale, or use of controlled substances.
 - v. Committing vandalism or littering in City facilities or on the grounds.
 - vi. Violating any federal, state, or City laws and ordinances.
 - vii. Engaging in any behavior that a reasonable person would find unprofessional, disturbing, and/or harmful to their physical and mental health.

8. Inclement Weather/Field Closure

The City reserves the right to cancel or suspend field use permits in situations where there is a risk of injury to players or potential damage to field, including but not limited to rainfall, storms, or other adverse weather conditions.

When inclement weather occurs, the City will assess field conditions to ensure they are safe for play.

User groups may request a refund, credit, or reschedule when fields are deemed unplayable. Rescheduling is subject to the availability of field. Adjustments to fees will be made for any outstanding balances.

Permittee is encouraged to contact the Community Services Division at (323) 562-5722 or email Claudia.zavala@cityofmaywood.org. City representative will also notify your user group if fields are closed for any reason.

DEFINITION OF TERMS

For the purpose of this policy, below are the definitions or terms that are used within this policy:

- a. **Adult:** A person aged 18 or older.
- b. **Adult Group:** An organization serving participants ages 18 and over with a minimum of ten (10) participants.
- c. **Application:** A formal request for the use of the field. An application that is submitted does not guarantee the use of a field.
- d. **City:** The City of Maywood
- e. **Field or Space:** Can be used interchangeably.
- f. **Grace period:** A 30-minute window is provided after your reservation ends. For example, if your reservation ends at 4 PM, you have until 4:30 PM to clear the field before additional charges apply.
- g. **Non-operational period** – During this time of the year the field is closed for maintenance.
- h. **Non-profit:** A group or team not making a profit. Such a group or team must be recognized by the Internal Revenue Service (IRS) as a non-profit organization in good standing. A letter of good standing must be current and on file with the City at all times.
- i. **Organized group:** A group or team that is defined by a team name, a team uniform, a manager, a coach(es), runs drills during practice, and/or keeps score when playing a game.
- j. **Permittee:** refers to the individual or organization that holds or obtains a permit for the use of a particular facility, field, or space.
- k. **Recognized Group:** Recognized Groups have formal agreements with the City and collaborate with the specified non-profit organizations. These organizations operate under an "Everyone Plays" philosophy, meaning registration is open and inclusive to all youth in the community and the City.
- l. **Reservation or Permit:** This can be used interchangeably and is the permission given to a person, company, or organization to use the field.
- m. **Resident:** A person living within the City of Maywood.
- n. **Resident Team:** An organization or team comprised of not less than 60% residents.
- o. **Percentage of Resident:** This is determined by dividing the total number of participants from Maywood residents by the total number of participants in the qualifying organizations. For instance, Organization A has a total of 200

participants, with 130 of them being Maywood residents. Therefore, 130 divided by 200 equals (=) 65% of participants are Maywood residents.

- p. **Youth:** A person aged 17 years or younger
- q. **Youth Group:** An organization serving participants ages 17 and under with a minimum of ten (10) participants.



DODGER DREAMFIELD at MAYWOOD PARK FIELD RESERVATION FEE CHART

RENTAL	FEE'S PER HOUR
Field rental	\$35.00/hour (base set up included)
Nighttime rate	\$50.00/hour (base & lights included)
Field lights	Included in Night Fee
Scoreboard	\$20.00 Per Hour
Staff fees	\$20.00 Per Hour
Field Prep (Dragging field & Chalking lines)	\$75.00 (optional)
Batting Cages	Included in Field Rental Fee
Security deposit	\$250.00

***Nightly field usage will begin at sunset and will vary with the seasons**



Event/Program Insurance

General liability insurance naming the City of Maywood as additional insured is required for all events, rentals or agreements with the City in an amount not less than \$1,000,000 per occurrence, 2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

**CERTIFICATE OF INSURANCE IS DUE AT LEAST 30 DAYS PRIOR TO YOUR EVENT.
FAILURE TO SUBMIT WILL RESULT IN THE CANCELATION OF THE AGREEMENT.**

(The name of insured must match the name of the permit holder)

*Insurance Certificate must be emailed to
claudia.zavala@cityofmaywood.org*



www.TheEventHelper.com
(855) 493-8368



BENE-MARC, INC
SPORTS AND SPECIAL
EVENT INSURANCE

<https://www.bene-marc.com/>
CALL US TODAY | 800-247-1734

**YOU CAN ALSO CONSULT YOUR OWN PERSONAL
INSURANCE PROVIDER.**

The City of Maywood does not endorse either of these insurance providers. They are simply available resources to provide the necessary liability insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

**Insurance Company
name and address**

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Contract Holder name and address

(this must match contract with City of Maywood)

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X		\$1,000,000 minimum coverage per occurrence \$2,000,000 minimum coverage general aggregate			EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Event Details - EVENT TYPE held on DATE at FACILITY NAME- CONTRACT HOLDER NAME

ALL ENDORSEMENTS SHOULD BE ATTACHED TO THE CERTIFICATE.

City of Maywood named as additional insured – City of Maywood, 4319 E. Slauson Ave, Maywood, 90270

CERTIFICATE HOLDER**CANCELLATION**

City of Maywood
4319 E. Slauson
Maywood, CA 90270

***DO NOT LIST PARK ADDRESS OR
PERMIT HOLDER INFORMATION***

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS DOCUMENT IS DUE AT LEAST 30 DAYS PRIOR TO YOUR EVENT

(failure to submit will result in the cancelation of your permit) Page 203 of 310

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 10.

DATE: September 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MIGUEL LEON, ADMINISTRATIVE ANALYST

SUBJECT: CONSIDERATION OF APPROVING THE PURCHASE OF TWO ELECTRIC VEHICLES FROM PENSKE CHEVROLET OF CERRITOS IN THE TOTAL AMOUNT NOT TO EXCEED \$100,283,40 UTILIZING FUNDS THAT ARE UNDER ALLOCATED AB 2766 AND MAKE THE FINDINGS PURSUANT TO SECTION 3-4.13(E)

RECOMMENDATION:

Staff recommends that the City Council approve a Purchase Order for the purchase of two electric vehicles from Penske Chevrolet of Cerritos in the amount of \$100,283.40 (taxes and documentation fees included), authorize the City Manager to execute the Purchase Order and facilitate the purchase, utilize the funds for the purchase of two electric vehicles from the Air Quality Management District (AQMD) Fund account #223, and make a finding that it is in the best interest of the City that informal bidding not be utilized for the purchase of the two electric vehicles pursuant to Maywood Municipal Code Section 3-4.13(e)

BACKGROUND:

Since 1991, Assembly Bill 2766 (AB 2766) has been a key funding source for local governments to support projects to reduce motor vehicle emissions. This program aligns with the City's ongoing efforts to enhance operational efficiency and reduce the environmental impact of our fleet, which is vital for providing essential public services such as community support, development, public works, and administrative functions.

On August 28, 2024, the City Council approved the allocation of \$104,000 in AB 2766 funds for the purchase of two electric vehicles (EVs). This decision represents a significant investment in modernizing the City's fleet with cleaner technology. The addition of these EVs will improve our capacity to deliver crucial municipal services while significantly lowering the environmental footprint of City operations.

DISCUSSION:

The City is a member and engages in cooperative purchasing through Sourcewell and BuyBoard, which are overseen by the National Joint Powers Alliance (NJPA) and the National Purchasing Cooperative Board of Directors. These agencies offer competitively awarded contracts, allowing member entities to procure products, equipment, and services under favorable terms that meet local requirements. This method is similar to "piggyback" procurement, where agencies benefit from existing contracts secured by other entities to achieve better pricing and terms than traditional open market processes might offer.

For the procurement of two new electric vehicles, staff solicited quotes from three cooperative purchasing vendors and one local dealership. Each quote was itemized, including all associated fees.

The quotes are summarized below:

Vendor	Price Per Vehicle	Total for Two Vehicle	Additional Fees Included
Penske Chevrolet of Cerritos	\$50,141.70	\$100,283.40	Sale Tax and Doc Fee (delivery fee waived)
BuyBoard: Caldwell Country Chevrolet	\$51,840.00	\$103,680.00	BuyBoard fee and delivery fee
BuyBoard: TIPS USA Automobiles	\$55,395.00	\$110,790.00	Delivery fee
Sourcwell: National Auto Fleet Group	\$59,342.75	\$118,768.50	Delivery fee, sale tax, and tire fee

The City's purchasing ordinance requires either formal or informal bidding for purchases of more than \$30,000 unless there is an exception, such as a piggyback procurement. In this case, the City engaged in soliciting bids under the piggyback procurement method, which is an exception to the City's bidding process. However, the City also solicited a bid from a local dealership, which is lower than those bids from BuyBoard or Sourcwell. Staff is recommending that the City prioritize purchasing the new electric vehicles from Penske Chevrolet of Cerritos, a local dealership, rather than through the cooperative purchasing agencies such as Sourcwell and BuyBoard. If the City Council agrees, Section 3-4.13(e) of the Maywood Municipal Code provides authority to the City to move forward with the recommended purchase if the City Council finds that it is in the best interest of the City that informal bidding not be utilized. Council concurrence is required by a 4/5th vote.

As stated above, the City received four (4) quotes. Penske Chevrolet of Cerritos provides the most competitive pricing, with a total of \$100,283.40—over 18% or \$18,408.10 less than the highest quotes from cooperative purchasing vendors. While cooperative purchasing options streamline procurement, they incur higher costs due to additional fees and extended lead time for vehicle delivery, with Sourcwell's quote totaling \$118,768.50 and BuyBoard's quotes ranging from \$103,680.00 to \$110,790.00.

Staff recommends that the City Council make the findings and approve the Purchase Order with Penske Chevrolet of Cerritos in the amount not to exceed \$100,283.40 and authorize the City Manager to execute the Purchase Order and facilitate the purchase.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There will be no fiscal impact on the General Fund. The approved budget of \$104,000 includes funds specifically allocated for purchasing equipment for electric vehicles (EVs) under the Air Quality Management District (AQMD) Fund, account #223. The total expenditure for these vehicles will not exceed \$100,283.40.

FY 24-25 Impact: \$104,000.00	Current F.Y. Budget: \$50,000.00
Fund Impacted:223	Budget adjustment requested: \$104,000.00
Source of funds: Air Quality Management District (AQMD)	Updated Account Budget: \$154,000.00
Account Number: 9130 Vehicles Account	For fiscal year: FY24-25

ATTACHMENT(S)

1. Penske Chevrolet of Cerritos Quote - 2024 Blazer EV eAWD 4dr LT
2. BuyBoard Quote Caldwell Country Chevrolet- 2024 Blazer EV eAWD 4dr LT
3. BuyBoard Quote TIPS USA Automobiles - 2024 Blazer EV eAWD 4dr LT
4. Sourcwell Quote ID 29268RL National Auto Fleet Group - 2024 Chevrolet Blazer EV eAWD 4dr LT



PENSKE
CHEVROLET OF CERRITOS

Date: 8/26/2024
Salesperson: Anthony Vargas
Manager: Jorge Cervantes

FOR INTERNAL USE ONLY

CUSTOMER Miguel Leon Home Phone : (323) 562-5747

Address : MAYWOOD, CA 90270
LOS ANGELES

Work Phone :

E-Mail : miguel.leon@cityofmaywood.org

Cell Phone : (323) 562-5747

VEHICLE

Stock # : RS258380 New / Used : New VIN : 3GNKDBRJ6RS258380 Mileage: 2

Vehicle : 2024 Chevrolet Blazer EV Color : Summit White

Type : LT 4dr All-Wheel Drive 1MC26

Dealer Asking Price	50,195.00
Discount	4,800.00
Adjusted Price	45,395.00
Doc Fee*	85.00
Tax	4,661.70
Cash Deposit	.00
Balance	50,141.70

**PENSKE**
CHEVROLET OF CERRITOSDate: **8/26/2024**Salesperson: **Anthony Vargas**Manager: **Jorge Cervantes****FOR INTERNAL USE ONLY****CUSTOMER** **Miguel Leon**Home Phone : **(323) 562-5747**Address : **MAYWOOD, CA 90270**
LOS ANGELES

Work Phone :

E-Mail : **miguel.leon@cityofmaywood.org**Cell Phone : **(323) 562-5747****VEHICLE**Stock # : **RS220894**New / Used : **New**VIN : **3GNKDBRJ1RS220894**Mileage: **2**Vehicle : **2024 Chevrolet Blazer EV**Color : **Summit White**Type : **LT 4dr All-Wheel Drive****1MC26**

Dealer Asking Price	50,195.00
Discount	4,800.00
Adjusted Price	45,395.00
Doc Fee*	85.00
Tax	4,661.70
Cash Deposit	.00
Balance	50,141.70

Pricing and fee information provided by:

PENSKE CHEVROLET OF CERRITOS

[Contact Dealer](#)

2024 Blazer EV - LT AWD

 (75201 Dallas, TX)



VIN: 3GNKDBRJ2RS287794 • Stock: RS287794 • AVAILABLE NOW

[View Window Sticker](#) [View Standard Equipment](#)



-  Exterior
Summit White
-  Interior
Black, Evotex seat trim

Dealer Images ☒ Manufacturer Images

-  Integral drive unit with electric motor
-  279 mi
-  1-Speed A/T
-  5 Seater



2024 BLAZER EV LT AWD

EXTERIOR: SUMMIT WHITE
INTERIOR: BLACK



STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR/36,000 MILE * BUMPER-TO-BUMPER LIMITED WARRANTY
- 8 YEAR/100,000 MILE * ELECTRIC VEHICLE PROPULSION BATTERY WARRANTY, COURTESY TRANSPORTATION & ROADSIDE ASSISTANCE TOWING
- 5 YEAR/60,000 MILE * ALL OTHER ROADSIDE SERVICES
- FIRST MAINTENANCE VISIT
- * WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

PERFORMANCE & MECHANICAL

- ULTIUM PROPULSION BATTERY, 85KWH BATTERY RATED ENERGY, 150KW DC FAST CHARGE CAPABLE

- AC CHARGING, 11.5KW CAPABLE
- DUAL LEVEL CHARGE CORD
- TIRE INFLATOR KIT
- WHEELS, 19" MACHINED-FACED ALUMINUM WITH PAINTED POCKETS

CONNECTIVITY & TECHNOLOGY

- 17.7" DIAGONAL ADVANCED COLOR LCD DISPLAY WITH GOOGLE BUILT-IN
- DRIVER INFORMATION CENTER 11" DIAGONAL DIGITAL DISPLAY
- 8 YEARS REMOTE ACCESS AND CONNECTIVITY; ONSTAR AND WI-FI DATA CAPABLE. SEE ONSTAR.COM FOR TERMS.
- SIRIUSXM AUDIO WITH SXM TRIAL SUBSCRIPTION
- REMOTE VEHICLE START
- REAR SEAT REMINDER
- POWER OUTLETS, 12V AND USB-C

INTERIOR

- SEAT, REAR 60/40-SPLIT, FOLD FLAT
- DRIVER WINDOW EXPRESS UP/DOWN
- FRONT PASS & REAR WINDOWS EXPRESS DOWN

EXTERIOR

- HEADLAMPS & TAIL LAMPS, LED

SAFETY & SECURITY

- CHEVY SAFETY ASSIST: *LANE KEEP ASSIST WITH LANE DEPARTURE WARNING
- *FORWARD COLLISION ALERT
- *FOLLOWING DISTANCE INDICATOR
- *INTELLIBEAM-AUTO HIGH BEAM
- FRONT PEDESTRIAN AND BICYCLIST BRAKING
- REAR PARK ASSIST
- SAFETY ALERT SEAT
- TEEN DRIVER
- TIRE FILL ALERT
- TIRE PRESSURE MONITOR SYSTEM

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE **\$48,800.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

- COMFORT AND CONVENIENCE PACKAGE 2,295.00
- PWR SEAT ADJUST, DRIVER 8 WAY
- PWR SEAT ADJUST, PASS 6 WAY
- FRONT 2 WAY POWER LUMBAR
- HEATED FRONT SEATS
- BLACK EVOTEX INTERIOR
- WIRELESS PHONE CHARGING
- STEERING WHEEL WRAPPED
- STEERING WHEEL, HEATED, AUTOMATIC
- INSIDE REARVIEW MIRROR, AUTO DIMMING
- MIRRORS, OUTSIDE HEATED, POWER-ADJUSTABLE, POWER FOLDING, DRIVER -SIDE

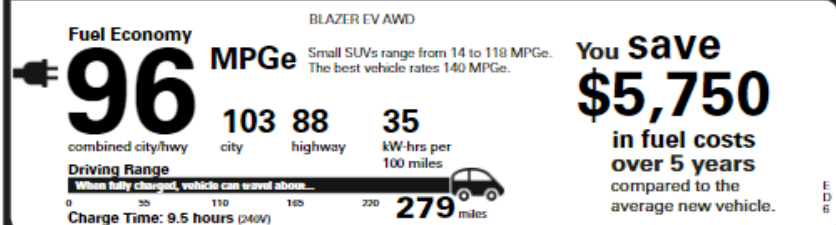
Visit us at www.chevy.com

- AUTO DIMMING
- ROOF RAILS, SATIN ALUMINUM FINISH
- AUTOTENSE POWER LIFTGATE
- TRAILERING EQUIPMENT
- HITCH VIEW
- HITCH GUIDANCE
- CONVENIENCE AND DRIVER CONFIDENCE PACKAGE 1,225.00
- ADAPTIVE CRUISE CONTROL
- HD SURROUND VISION
- ENHANCED AUTOMATIC EMERGENCY BRAKING
- INTERSECTION AUTOMATIC EMERGENCY BRAKING
- REVERSE AUTOMATIC BRAKING
- REAR PEDESTRIAN ALERT
- SIDE BICYCLIST ALERT
- LT LAUNCH EDITION CREDIT -3,520.00
- CARGO SECURITY SHADE 195.00

(DEALER INSTALLED)	
ALL-WEATHER FLOOR MATS (DEALER INSTALLED)	165.00
BLACK BOWTIE EMBLEM (DEALER INSTALLED)	150.00
ALL-WEATHER CARGO MAT (DEALER INSTALLED)	95.00
TOTAL OPTIONS	\$605.00
TOTAL VEHICLE & OPTIONS	\$49,405.00
DESTINATION CHARGE	1,395.00
TOTAL VEHICLE PRICE*	\$50,800.00

EPA DOT Fuel Economy and Environment

Electric Vehicle



Annual fuel cost **\$800**

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)



This vehicle emits 0 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity. Learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$0.15 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236



WARNING
Cancer and Reproductive Harm
www.P65Warnings.ca.gov/
passenger-vehicle
SEE OWNER'S MANUAL

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 62%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: CN 18%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
RAMOS ARIZPE, CZ MEXICO
COUNTRY OF ORIGIN:
ENGINE (MOTOR): MEXICO
TRANSMISSION (ELECTRIC DRIVE UNIT): MEXICO

This label has been applied pursuant to Federal law - Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended This Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

© 2024 General Motors LLC. GM, BLZ, EV, 2024 - 10252024

ORDER NO DM0074 SALES CODE E
SALES MODEL CODE 1MC26
DEALER NO 20803
FINAL ASSEMBLY:
RAMOS ARIZPE, CZ MEXICO
VIN 3GNKDBRJ2RS287794 REISSUE
DEALER TO WHOM DELIVERED
PENSKO CHEVROLET OF CERRITOS
17681 GALE AVE
CITY OF INDUSTRY, CA 91748



QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: CITY OF MAYWOOD, CA			Contractor: CALDWELL COUNTRY		
Contact Name: MIGUEL LEON			CALDWELL COUNTRY		
Email: MIGUEL.LEON@CITYOFMAYWOOD.ORG			Prepared By: Averyt Knapp		
Phone #: 323-562-5747			Email: aknapp@caldwellcountry.com		
Fax #:			Phone #: 979-567-6116		
Location City: MAYWOOD, CA 90270			Fax #: 979-567-4376		
Date Prepared: JULY 29, 2024			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #724-23			Tax ID # 87-3266036		
Product Description : 2025 CHEVROLET BLAZER EV 4DR eAWD 1MC26					
A Base Price & Options:					\$50,640
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	EV, 4LT PACKAGE (REPLACES 2LT)	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	
	(QUOTE DOES NOT INCLUDE CALIFORNIA TT&L)				
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					\$1,000
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$51,640
Quantity Ordered					2
Subtotal E					\$103,280
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD FEE					\$400
G. Color of Vehicle: WHITE					

H. Total Purchase Price (E+F)	\$103,680
Estimated Delivery Date:	120-150 DAYS APPX



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/26/2024

Quote ID: **29268RL**

Mr Miguel Leon
City of Maywood

4319 E Slauson

Maywood, California, 90270

Dear Miguel Leon,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Chevrolet Blazer EV (1MC26) eAWD 4dr LT, T24211 (400+mile) and delivered to your specified location, each for

One Unit

Contract Price	\$53,209.98
T24211 (400+miles)	
Tax (10.2500 %)	\$5,454.02
Tire fee	\$8.75
Transportation	\$670.00
Total	\$59,342.75

- per the attached specifications. In stock unit subject to prior sale until receipt of a purchase order.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
EN0	Engine, none, (STD)
TRANSMISSION	
Code	Description
MF1	Transmission, none (electric drive unit), (STD)
PREFERRED EQUIPMENT GROUP	
Code	Description
2LT	LT Preferred Equipment Group, includes standard equipment
WHEELS	
Code	Description
RT9	Wheels, 19" (48.3 cm) machined-face aluminum, (STD)
PAINT	
Code	Description
GJY	Galaxy Gray Metallic
SEAT TYPE	
Code	Description
AR9	Seats, front bucket, (STD)
SEAT TRIM	
Code	Description
H9F	Black, Evotex seat trim
CHARGING CORD	
Code	Description
PSC	Dual Level Charge Cord, dual-mode, portable, (STD)
ADDITIONAL EQUIPMENT	
Code	Description

ZFT	Comfort and Convenience Package, includes (A2X) driver 8-way power seat adjuster, (AL9) driver 2-way power lumbar seat adjuster, (A7J) front passenger 6-way power seat adjuster, (AT9) front passenger 2-way power lumbar seat adjuster, (KAG) heated driver and front passenger seats, (H9F) Black Evotex interior, (K7A) wireless phone charging, (N53) wrapped steering wheel, (KI3) heated steering wheel, (DD8) auto-dimming inside rearview mirror, (DMA) outside heated, power-adjustable, power-folding, driver-side auto-dimming mirrors, (TCP) AutoSense Power Liftgate, (V6K) satin aluminum finish roof rails, (CTT) Hitch Guidance, (PZ8) Hitch View and (V92) wiring trailering provisions.
WPN	Convenience and Driver Confidence Package, includes (KSG) Adaptive Cruise Control, (UKK) Rear Pedestrian Alert, (UOW) Side Bicyclist Alert, (UV2) HD Surround Vision, (UGN) Enhanced Automatic Emergency Braking, (CTB) Intersection Automatic Emergency Braking and (UVZ) Reverse Automatic Braking
V92	Trailering provisions, wiring
CTT	Hitch Guidance
PZ8	Hitch View
CAJ	Sunroof, power, dual panel, panoramic, sliding, with power sunshade
V6K	Roof rails, satin aluminum finish
DMA	Mirrors, outside heated, power-adjustable, power-folding, driver-side auto-dimming
TCP	AutoSense Power Liftgate programmable, hands free
K7A	Wireless Phone Charging
KAG	Seats, heated driver and front passenger cushion and seatback
A2X	Seat adjuster, driver 8-way power
AL9	Seat adjuster, driver 2-way power lumbar
A7J	Seat adjuster, front passenger 6-way power
AT9	Seat adjuster, front passenger 2-way power lumbar
N53	Steering wheel, wrapped
KI3	Steering wheel, heated
KSG	Adaptive Cruise Control
DD8	Mirror, inside rearview auto-dimming
UGN	Enhanced Automatic Emergency Braking
CTB	Intersection Automatic Emergency Braking
UVZ	Reverse Automatic Braking
UKK	Rear Pedestrian Alert
UV2	HD Surround Vision
UOW	Side Bicyclist Alert
R9V	Mobile Service Plus., MobileService+ is a suite of service conveniences for 3 years - Mobile Service, Pick-up & Delivery with loaner, Loaner with Drop off and One Touch Support. MobileService+ van will come to your home to perform select services or pick up your vehicle and return it once the service is completed at the dealership. Cost of part and labor are not included.
OPTION DISCOUNT	
Code	Description
___	Option/Package Discount

2024 Fleet/Non-Retail Chevrolet Blazer EV eAWD 4dr LT

WINDOW STICKER

2024 Chevrolet Blazer EV eAWD 4dr LT		
CODE	MODEL	MSRP
1MC26	2024 Chevrolet Blazer EV eAWD 4dr LT	\$48,800.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
EN0	Engine, none, (STD)	\$0.00
MF1	Transmission, none (electric drive unit), (STD)	\$0.00
2LT	LT Preferred Equipment Group, includes standard equipment	\$0.00
RT9	Wheels, 19" (48.3 cm) machined-face aluminum, (STD)	\$0.00
GJY	Galaxy Gray Metallic	\$0.00
AR9	Seats, front bucket, (STD)	\$0.00
H9F	Black, Evotex seat trim	INC
PSC	Dual Level Charge Cord, dual-mode, portable, (STD)	\$0.00
ZFT	Comfort and Convenience Package, includes (A2X) driver 8-way power seat adjuster, (AL9) driver 2-way power lumbar seat adjuster, (A7J) front passenger 6-way power seat adjuster, (AT9) front passenger 2-way power lumbar seat adjuster, (KAG) heated driver and front passenger seats, (H9F) Black Evotex interior, (K7A) wireless phone charging, (N53) wrapped steering wheel, (KI3) heated steering wheel, (DD8) auto-dimming inside rearview mirror, (DMA) outside heated, power-adjustable, power-folding, driver-side auto-dimming mirrors, (TCP) AutoSense Power Liftgate, (V6K) satin aluminum finish roof rails, (CTT) Hitch Guidance, (PZ8) Hitch View and (V92) wiring trailering provisions.	\$2,295.00
WPN	Convenience and Driver Confidence Package, includes (KSG) Adaptive Cruise Control, (UKK) Rear Pedestrian Alert, (UOW) Side Bicyclist Alert, (UV2) HD Surround Vision, (UGN) Enhanced Automatic Emergency Braking, (CTB) Intersection Automatic Emergency Braking and (UVZ) Reverse Automatic Braking	\$1,225.00
V92	Trailering provisions, wiring	INC
CTT	Hitch Guidance	INC
PZ8	Hitch View	INC
CAJ	Sunroof, power, dual panel, panoramic, sliding, with power sunshade	\$1,500.00
V6K	Roof rails, satin aluminum finish	INC
DMA	Mirrors, outside heated, power-adjustable, power-folding, driver-side auto-dimming	INC
TCP	AutoSense Power Liftgate programmable, hands free	INC
K7A	Wireless Phone Charging	INC
KAG	Seats, heated driver and front passenger cushion and seatback	INC
A2X	Seat adjuster, driver 8-way power	INC
AL9	Seat adjuster, driver 2-way power lumbar	INC
A7J	Seat adjuster, front passenger 6-way power	INC
AT9	Seat adjuster, front passenger 2-way power lumbar	INC
N53	Steering wheel, wrapped	INC

KI3	Steering wheel, heated	INC
KSG	Adaptive Cruise Control	INC
DD8	Mirror, inside rearview auto-dimming	INC
UGN	Enhanced Automatic Emergency Braking	INC
CTB	Intersection Automatic Emergency Braking	INC
UVZ	Reverse Automatic Braking	INC
UKK	Rear Pedestrian Alert	INC
UV2	HD Surround Vision	INC
UOW	Side Bicyclist Alert	INC
R9V	Mobile Service Plus., MobileService+ is a suite of service conveniences for 3 years - Mobile Service, Pick-up & Delivery with loaner, Loaner with Drop off and One Touch Support. MobileService+ van will come to your home to perform select services or pick up your vehicle and return it once the service is completed at the dealership. Cost of part and labor are not included.	\$599.00
—	Option/Package Discount	(\$3,520.00)

Please note selected options override standard equipment

SUBTOTAL	\$50,899.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,395.00
TOTAL PRICE	\$52,294.00
Est City: N/A MPG Est Highway: N/A MPG Est Highway Cruising Range: N/A mi	

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, none (STD)
Dual Level Charge Cord, dual-mode, portable 120-volt (1.4 kW) and 240-volt (7.7 kW) capability, swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection (STD)
Transmission, none (electric drive unit) (STD)

EXTERIOR

Wheels, 19" (48.3 cm) machined-face aluminum with painted pockets (STD)

INTERIOR

Seats, front bucket (STD)

TIRES

Tires, 255/60R19 all-season blackwall includes (KTI) tire inflator kit
--

ADDITIONAL EQUIPMENT

Chevy Safety Assist includes Automatic Emergency Braking, (UKT) Front Pedestrian Braking, (UKM) Lane Keep Assist with Lane Departure Warning, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Battery, Ultium Propulsion, 85 kWh Battery Rated Energy, 150 kW DC fast charging capable
Battery, 12V/60AH, 680 ENCCA
AC Charging, 11.5 kW capable
Propulsion, electric two-motor all-wheel drive (eAWD)
Electronic Precision Shift
Emission system zero emission vehicle (ZEV)
GVWR, 6504 lbs. (2950 kg)
Suspension, Ride and Handling
Steering, power, non-variable ratio, electric
Brakes, 4-wheel antilock disc
Brake rotor, FNC
Brake lining, non-asbestos, organic
Tire, spare, none
Tire inflator kit (Included and only available with (QBX) 255/60R19 all-season blackwall tires.)
Moldings, door upper, low gloss Black
Grille, body color

Headlamp control, automatic on and off
Headlamps, LED
IntelliBeam, auto high beam
Mirror caps, body-color
Glass, acoustic, laminated windshield
Glass, rear, deep tint
Wipers, front intermittent
Wiper, rear intermittent
License plate front mounting package
Door handles, body-color
Recovery hook, front
Recovery hook, rear
Audio System, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition
Audio system feature, 6-speaker system
SiriusXM with 360L includes a trial subscription to the Platinum Plan. Experience more channels in the vehicle, a more personalized experience and easier navigation. (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
5G Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Bluetooth for phone connectivity to vehicle infotainment system
Google Automotive Services capable
Antenna, roof-mounted shark fin
Seat trim, Evotex
Seat, rear 60/40-split, fold-flat
Headrest, rear center
Armrest, rear center
Floor mats, front, carpeted
Floor mats, rear, carpeted
Steering column, tilt and telescopic
Steering wheel controls, audio Driver Information Center and phone interface controls
Compass display
Window, power, driver, express up and down
Window, power, front passenger with express down
Windows, power rear, express down
Remote Start, key fob
Remote Start, smartphone app
Remote panic alarm
Keyless Open

Theft-deterrent system, immobilizer
Theft-deterrent system, unauthorized entry
USB ports, 2 type-C, located forward of cupholders
USB port, type-C, located within the center console armrest bin
USB ports, 2 type-C, located on back of center console, charge-only
Power outlet, 12-volt, located in center console compartment
Air conditioning, single-zone automatic climate control
Air filter, pollutant
Sensor, cabin humidity and windshield temperature
Vent, rear console, air
Defogger, rear-window electric
Glovebox
Driver Information Center, 11" diagonal display
Visors, driver and front passenger illuminated sliding vanity mirrors, covered
Lighting, interior, front, courtesy and dual reading lights
Lighting, interior, roof, rear courtesy and dual reading lights
Map pocket, front passenger seatback
Door locks, power
Console, floor, with armrest
Cargo tie-downs
Rear Cross Traffic Braking
Front Pedestrian and Bicyclist Braking
StabiliTrak, stability control system
Traction control, electronic
Daytime Running Lamps
Airbags, frontal knee and seat-mounted side-impact for driver and front passenger, and roof-rail mounted head-curtain for outboard seating positions. Includes Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
Rear Park Assist
Forward Collision Alert
Following Distance Indicator
Lane Keep Assist with Lane Departure Warning
Blind Zone Steering Assist
LED Reflective Windshield Collision Alert
Safety Alert Seat
Seat belt indicators, driver, front passenger and rear passengers
Seat belts, 3-point, all positions, includes front and rear seat belt pretensioners
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

Rear Seat Reminder

Door locks, rear child security

Tire Fill Alert

Tire Pressure Monitor System, auto learn

8 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: September 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF APPROVAL FOR ISSUANCE OF A SPECIAL EVENT PERMIT TO ST. ROSE OF LIMA SCHOOL LOCATED AT 4422 E. 60TH STREET FOR AN ANNUAL FUNDRAISER AND DIRECTION REGARDING CONDITIONS OF APPROVAL AS RECOMMENDED IN THE STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council find that the application for the special event permit for the annual fundraising event at St. Rose of Lima School located at 4422 E. 60th Street meets the criteria set forth in the Maywood Municipal Code (MMC) Section 5-15-04(j) and therefore approves the special event permit subject to the conditions of approval set forth in the agenda report.

BACKGROUND:

St. Rose of Lima School will be holding their annual fundraising event to assist with funding various school activities at the southside of the subject site (East of 60th Street between Pine and Clarkson Avenue). The event is open to the public, and they do not have an entrance fee. The fundraiser, held last year, contained similar attractions and rides. The City of Maywood did not receive any concerns or complaints from the surrounding neighborhood.

Section 5-15.02 of the MMC requires City Council approval of a permit for an organized assemblage of 75 or more persons at any public place, property, or facility which to gather for a common purpose under the direction or control of a person. The fundraiser typically has 4,000 attendees during the 3-day event. This year, the event anticipates 4,000 participants during the 4-day event.

DISCUSSION:

The school will be hosting a carnival with mechanical rides, stage performances, booth activities, and no on-site parking. St. Rose of Lima will be expecting an increase in participants, which will bring an increase in congestion during the event dates due to no-on-site parking. The event schedule is as follows:

- Event Set Up: Wednesday – Thursday, October 30 – October 31
- Event: Thursday, October 31 from 6 p.m. to 9 p.m.
- Event: Friday, November 1 from 6 p.m. to 11 p.m.
- Event: Saturday, November 2 from 8 a.m. to 11 p.m.
- Event: Sunday, November 3 from 8 a.m. to 10 p.m.

- Event takedown: Monday-Tuesday, November 4 – November 5

All event activities will be held within school grounds. The school will be hosting stalls to sell food and various carnival games. There will be no food preparation on-site, as all food will have been prepared prior to the event. The school will be providing additional sanitation facilities on the event grounds. The event will host up to five (5) carnival rides, while still providing first responder emergency access. The school has provided the required general liability insurance and name the City as an additional insured on the policy.

St. Rose of Lima School has not indicated on-site parking or security for the event grounds.

Staff has provided recommended conditions of approval for City Council's consideration:

- Must obtain all approvals and permits from Los Angeles County Fire Prevention and City of Maywood Building & Planning.
- The site must be in full compliance with the approved plan(s), including but not limited to the location of generators, booths, and stage.
- The amplified sound system is only to be used until 10 p.m., in accordance with the City of Maywood Municipal Code Noise Control Section: 5-23.07.
- The sale of alcoholic beverages on the subject property is prohibited at all times.
- All Health Department approvals required for the sale and serving of food shall be obtained not less than two days prior to the start of the event.
- The carnival event area should be cordoned off from vehicle traffic.
- Approved cable bridges shall be provided for electrical cables where subject to physical damage.
- Generators and other internal combustion power sources shall be separated from tents or structures by no less than 20 feet and shall be isolated (e.g. protected by physical barriers such as fencing, enclosure, or other approved means) from contact with the public.
- The Director of Building and Planning is authorized to impose any other conditions either prior or during the event to safeguard the public health, safety and welfare of the participants and/or community. In such case, the Director shall provide the applicant with the conditions in writing.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There will be no fiscal impact made to the City.

ATTACHMENT(S)

1. Special Event Permit Application



Maywood Building & Planning Department
4319 E. Slauson Avenue
Maywood, CA 90270
(323) 562-5722
(323) 773-2806 Fax
www.cityofmaywood.com

PAID SEP 04 2024

Permit No. SP 24-08

Permit Fee: \$ 194

SPECIAL EVENT PERMIT APPLICATION

Applications shall be filed not less than sixty (60) calendar days, nor more than one (1) year before the time it is proposed to conduct the special event except that applications for block party permits shall be filed at least ten (10) working days prior to the event, and except that applications for expressive activities shall be filed:

Permitted Activity Involves Use of	Must be Filed Within Specified Number of Working Days Prior to the Event
Streets, highways and thoroughfares	7
Rights-of-way other than sidewalks	5
Sidewalks	3
Parks	3
All other areas	3

If the event is being held on behalf of any organization, the event organizer shall file a letter from said organization authorizing the organizer to apply for the permit on its behalf and certifying that the event organizer and its principal shall be held financially responsible for any City fees, departmental services charges or costs that may lawfully be imposed for the event.

EVENT ORGANIZER:

Full Name: Jacqueline Rueda

Mailing Address: 4422 E. 60th St. Maywood CA 90270

Business Name: St. Rose of Lima (Archdiocese of Los Angeles)

Location of Event: Archdiocese of Los Angeles (St. Rose of Lima)

Phone: 323-560-3370

Email: jrueda@strolimaschool.org

ORGANIZATION (IF ANY):

Name: St. Rose of Lima (Archdiocese of Los Angeles)

Mailing Address: 4422 E. 60th St. Maywood CA 90270

Phone: 323-560-3370

Website: strolimaschool.org

Cell: 323-919-0286 * call first please

permittee shall, at permittee's own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the City, its officers, agents or employees, and that permittee shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the City, its officers, agents or employees as a result of the alleged acts or omissions of permittee or permittee's officers, agents or employees in connection with the uses, events or activities under the permit.



Applicant's Signature

8/30/24 JN

Date

FOR STAFF USE ONLY

Conditions of Approval: _____

Proof of Insurance: _____

☐ Approved	_____	_____	_____
	Building and Planning	Date	Comments
☐ Approved	_____	_____	_____
		Date	Comments
☐ Approved	_____	_____	_____
		Date	Comments

STATEMENT OF PURPOSE: (Please describe the event and the purpose for holding the event. If more space is needed please attach a separate sheet of paper).

Annual Fall Festival the school hosts to raise funds for our school.
It is open to the public and community to raise funds.

DIAGRAM OF LOCATION OR ROUTE MAP FOR PARADE OR SIMILAR EVENT: (Please show a layout of the event location depicting structures, facilities, spectator or assembly areas, staging areas, etc. If a parade or similar event, the specific route with a map and narrative of the route. Attach a separate sheet).

DATE(S) OF EVENT: Oct. 31 - Nov. 3: Oct 31: 6pm - 9pm / Nov. 1 6pm - 11pm /

Nov. 2: 8am - 11pm / Nov. 3: 8am - 10pm

TIME(S) OF EVENT: (set-up time and take-down) Set up Oct. 30 - ^{Oct 31} Nov. Take down
will be Nov. 5 & 6.

NUMBER OF PERSONS EXPECTED TO ATTEND PROPOSED EVENT? Around 4,000

WILL A FEE BE CHARGED TO ATTEND/PATICIPATE IN PROPOSED EVENT? NO

STATEMENT OF FEES (IF ANY):

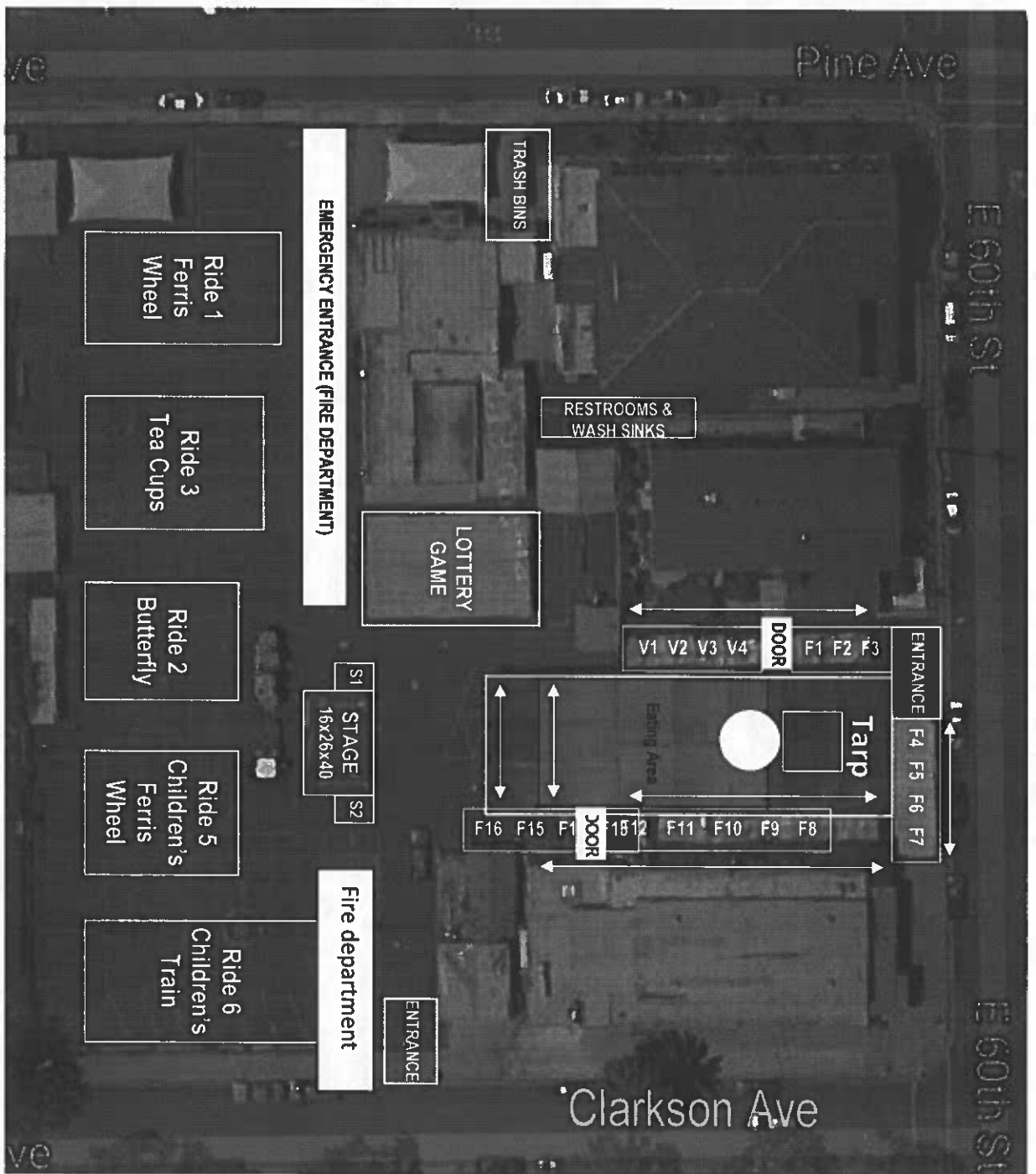
SPECIAL DETAILS: (List number and types of vehicles, live music, amplified sound, animals, etc.) Lights for
each booth, amplified sound system, mechanical rides, generators are ^{used} for
power. Propane to keep food warm.

The City will refer the application to such appropriate City departments as deemed necessary from the nature of the application for review, evaluation, investigation and recommendations by the departments regarding approval or disapproval of the application.

CERTIFICATION: I understand and agree to abide by all of the Special Event Permit regulations of the City of Maywood and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit. I understand that I/we shall be financially responsible for any City fees, departmental service charges or costs that may lawfully imposed for the event.

I shall procure and maintain in full force and effect during the term of the permit a policy of insurance from a reliable insurance company authorized to do business in the State, which policy includes the City, its boards, officers, agents and employees as named insureds or additional named insureds and which provides the coverage that the City determines to be necessary, reasonable and adequate under the circumstances.

I also agree to defend, protect, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from, the alleged acts or omissions of permittee, its officers, agents or employees in connection with the permitted event or activity; and the permit shall expressly provide that the



V = Vendors
F = Food
S = Speakers

F1 = Sodas/Raspados
F2 = Tamales
F3 = Palomitas
F4 = Enchiladas

F5 = Pupusas
F6 = Gorditas
F7 & F8 = Tacos/Tortas
F9 = Pizza

F10 = Hot Dogs
F11 = Tostilocos/Pescado
F12 = Fruta Picada
F13 = Pozole/Menudo

F14 = Churros/Cafe
F15 = Eliotes
F16 = Aguas Frescas

3 sides open, there are 4 to 6 people per booth, lunch bench under tarp and open space around it, cooking only on F4, F5, F6, F7,

AGENDA REPORT
CITY OF MAYWOOD



AGENDA ITEM NO. 12.

DATE: September 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: RECOMMENDED APPROVAL OF PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY INTERESTS FOR PUBLIC PURPOSES IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (J&MGC PARCEL, ASSESSOR PARCEL NUMBER 6313-013-030)

RECOMMENDATION:

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

1. Approve the attached Purchase and Sale Agreement and Joint Escrow Instructions Between J&MGC, LLC and the City of Maywood in Connection with the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements (Portions of APN 6313-013-030).
2. Authorize the City Manager to execute the Purchase and Sale Agreement in substantially the form attached and order that a copy of the final executed Purchase and Sale Agreement shall be placed on file in the Office of the City Clerk. Further, the City Manager (or the City Manager's designee), is hereby authorized, on behalf of the City, to take all actions necessary and convenient to carry out and implement the Agreement, and to administer the City's obligations, responsibilities and duties to be performed under the Agreement, including but not limited to, execution of the Certificates of Acceptance of Grant Deed and Grant of Temporary Construction Easement, escrow instructions and escrow documents, directions to the Finance Department to deposit with escrow the Purchase Price set forth in the Purchase and Sale Agreement and escrow-related costs, and other similar agreements and documents as contemplated by or described in said Agreement or as necessary and convenient to effectuate the transaction contemplated therein.

BACKGROUND:

The City needs to acquire certain real property interests from four larger parcels to construct the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements (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 of 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.

DISCUSSION:

PURCHASE AND SALE AGREEMENT

The City Council has before it a Purchase and Sale Agreement and Joint Escrow Instructions Between J&MGC, LLC and the City of Maywood in Connection with the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements (Portions of APN 6313-013-030) (Purchase and Sale Agreement). Pursuant to the Purchase and Sale Agreement, the City is purchasing an approximate 99 square foot area in fee (Subject Fee Property) and an approximate 177 square foot temporary construction easement with a term of 12 months (TCE) on the property located at 5901 Atlantic Boulevard (APN 6313-013-030), which is owned by J&MGC, LLC, a California limited liability company. The Purchase Price for the Subject Fee Property and TCE is \$32,900 (Thirty-Two Thousand Nine Hundred Dollars and no/100).

The transaction would be processed through an escrow with Commonwealth. The Purchase and Sale Agreement provides that the purchase price of \$32,900 is an all-inclusive settlement and is the full and complete consideration and payment of just compensation for the fair market value of and fee interest and rights to the Subject Fee Property and authorization for the City to use the TCE to facilitate the construction of the Project under the terms of the Grant of Temporary Construction Easement attached as EXHIBIT "2" to the Purchase and Sale Agreement, severance damages, inverse condemnation, precondemnation damages, loss of business goodwill, attorneys' fees, interest, appraisal costs, loss of rents, lost profits, and any other damages of every kind and nature suffered by Seller by reason of City's acquisition of the Subject Fee Property and use of the TCE under the terms of the Grant of Temporary Construction Easement to facilitate the construction of the Project, and the construction of the Project for which City is acquiring the Subject Fee Property and acquiring the rights to use the TCE subject to the terms of the Grant of Temporary Construction Easement, and all costs and expenses whatever in connection therewith.

Under the Grant of Temporary Construction Easement, the 12-month term would commence 30 calendar days from the date the City or its authorized representative provides Owner with written notice of the City's intent to commence its use of the TCE. It would terminate 12 months from the commencement date. The City is required to leave the TCE area in as close as possible to the condition in which the TCE existed at the commencement date.

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 real property interests needed for the Project, including 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 which 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, including the Subject Fee Property and TCE.

LEGAL REVIEW:

The City Attorney drafted this report.

FISCAL IMPACT:

The Purchase Price for the Subject Fee Property and TCE is \$32,900. City Staff does not anticipate escrow fees to exceed \$20,000. This \$32,900 will be paid from the City's current fiscal year (FY24-25) budget of \$6.4M Measure R (Highway Program) grant for Slauson Ave and Atlantic Blvd Congestion Relief Improvement Project.

ATTACHMENT(S)

1. J&MGC Panel - Purchase and Sale Agreement executed by J&MGC - received 9.12.2024

**PURCHASE AND SALE AGREEMENT AND JOINT ESCROW
INSTRUCTIONS BETWEEN J&MGC, LLC AND THE CITY OF
MAYWOOD IN CONNECTION WITH THE SLAUSON AVENUE AND
ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS
(PORTIONS OF APN 6313-013-030)**

This Purchase and Sale Agreement and Joint Escrow Instructions Between J&MGC, LLC and the City of Maywood in connection with the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements (Portions of APN 6313-013-030) ("Agreement") is entered into by and between J&MGC, LLC, a California limited liability company ("Seller") and the City of Maywood, a California municipal corporation ("Buyer" or "City"), and constitutes an agreement to purchase and sell real property and an agreement for the temporary use of certain property between Seller and Buyer and the joint escrow instructions directed to Commonwealth ("Escrow Holder"). Seller and Buyer are referred to below collectively as the "Parties". The Agreement is effective on the date it is fully executed by the Parties ("Effective Date").

RECITALS

A. Seller is the record fee owner of certain real property located at 5901 Atlantic Boulevard in the City of Maywood, and identified as Los Angeles County Tax Assessor's Parcel Number 6313-013-030 ("Property"). The Property is approximately 13,522 square feet in size and is zoned C (Commercial).

B. In accordance with Government Code 7267.2, the City extended a written offer to Seller dated May 6, 2024 offering to purchase from the Property (i) an approximate 99 square foot permanent easement and the rights to use an approximate 177 square foot temporary construction easement with a term of 12 months for public use, namely for public street, sidewalk, public utilities, drainage, and all uses necessary or convenient thereto in connection with the proposed Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements ("Project"). The Project will relieve congestion along the Slauson Avenue Corridor, increase capacity, and improve traffic flow operation. Planned improvements include widening the intersection and adding eastbound and northbound left-turn lanes.

C. The Parties negotiated in good faith for the City's acquisition and use of the real property interests needed for the Project and have reached an agreement regarding the City's purchase of the real property interests needed for the Project, subject to ratification by the City Council. During negotiations, Seller requested that the City purchase the fee interest instead of a permanent easement in the 99 square foot area. The City agreed to purchase the fee interest in the 99 square foot area. Accordingly, Seller agrees to sell to the City and the City agrees to purchase from Seller in fee real property interests described in this Recital C.(1) and Seller agrees to authorize the City to use and the City agrees to use the real property described in C.(2) below from the Property in connection with the Project:

- (1) An approximate 99 square foot area in fee for public street, sidewalk, right of way, public utilities and all uses necessary or convenient thereto in connection with the Project. The approximate 99 square foot area in fee is described more particularly on

EXHIBIT "A" and depicted on EXHIBIT "B" to the form Grant Deed attached as EXHIBIT "1" hereto and incorporated herein by this reference ("Subject Fee Property").

- (2) An approximate 177 square foot Temporary Construction Easement with a term of twelve months on the Property to facilitate the construction of the Project. The approximate 177 square foot Temporary Construction Easement is described more particularly on EXHIBIT "A" and depicted on EXHIBIT "B" to the form of the Temporary Construction Easement Agreement attached as EXHIBIT "2" hereto and incorporated herein by this reference ("TCE Agreement"). The approximate 177 square foot temporary construction easement described in EXHIBIT "A" and depicted on EXHIBIT "B" to EXHIBIT "2" is referred to below as the "TCE".

D. The parties acknowledge that the City is authorized to acquire real property by eminent domain for a public use, including public street, sidewalk, drainage purposes, public utilities, and all uses necessary or convenient thereto, pursuant to the authority conferred upon the City of Maywood by Section 19 of Article 1 of the California Constitution, Government Code Sections 37350, 37350.5, 37351, 40401, 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, 1240.240, 1240.510, 1240.610, 1240.650 and by other provisions of law. If Seller and the City had not reached an agreement for the City's purchase of the Subject Fee Property and City's use of the TCE, City staff would have recommended to the City Council that it consider the adoption of a resolution of necessity authorizing the initiation of eminent domain proceedings to acquire the Subject Fee Property and rights to use the TCE in accordance with the Eminent Domain Law. The City Council however has the exclusive and sole discretion to make the findings required by Code of Civil Procedure section 1240.030 for the adoption of a resolution of necessity pursuant to the Eminent Domain Law. (Code of Civil Procedure Section 1245.220). This Agreement is not a commitment or an announcement of intent to acquire any other real property interests that the City may need for the Project. Seller is solely responsible for consulting its tax advisors or seeking a letter ruling from the Internal Revenue Service regarding the applicability of 26 U.S.C. Section 1033 to Seller's sale to the City of the Subject Fee Property and authorization to City to use the TCE in connection with the Project. The City makes no express or implied representation regarding the applicability of 26 U.S.C. Section 1033 to this transaction.

E. Seller desires to sell, and Buyer desires to buy, the Subject Fee Property and Seller desires to authorize Buyer to use, and Buyer desires to use the TCE, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and for other valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree to the following:

1. **Purchase and Sale.** On the Close of Escrow, as defined in Section 2 below, Seller agrees to sell to City and City agrees to purchase from Seller the approximate 99 square foot Subject Fee Property Easement described in EXHIBIT "A" and depicted on EXHIBIT "B" to the

form of Grant Deed attached as EXHIBIT "1" hereto, subject to the terms set forth therein. Seller also agrees to authorize the City to use the approximate 177 square foot TCE described in EXHIBIT "A" and depicted on EXHIBIT "B" to the TCE Agreement (as described in Section 5.b.ii. below) attached as EXHIBIT "2" hereto, subject to the terms and conditions of the TCE Agreement.

2. **Opening and Close of Escrow.** Within five (5) business days after the Effective Date, City will deliver a copy of the fully-executed Agreement to Escrow Holder. Opening of Escrow means the date on which Escrow Holder receives a copy of the fully-executed Agreement. The Parties can execute the Agreement in counterparts as set forth in Section 17.c. below. This Agreement shall serve as the instructions to Escrow Holder for consummation of the transactions contemplated hereby. City and Seller agree to execute such additional and supplementary escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any supplementary escrow instructions, the terms and provisions of this Agreement shall control. For the purposes of this Agreement, "Close of Escrow" shall be the date on which the Grant Deed and TCE Agreement are recorded in the Official Records of the County of Los Angeles. Provided that all of Seller's and City's obligations to be performed on or before Close of Escrow have been performed and all the conditions to the Close of Escrow set forth in this Agreement have been satisfied, escrow shall close thirty (30) calendar days after the Opening of Escrow ("Closing Date").

3. **Purchase Price.** The total purchase price that City will pay to Seller for the Subject Fee Property and the rights to use the TCE subject to the terms of the TCE Agreement is the sum of \$32,900.00 (Thirty-Two Thousand Nine Hundred Dollars and no/100) ("Purchase Price"). No attempt has been made to assign value to the lesser interest in the Subject Fee Property. Thus, the Purchase Price is the total price for the Subject Fee Property and rights of the City to use the TCE subject to the terms of the TCE Agreement, without distinction or separation for various interests that may be held in the said real property interests. Seller is responsible for any apportionment or allocation of the Purchase Price if required for any separately held interests that may exist in the Subject Fee Property or TCE.

4. **Title and Title Insurance.**

a. **Title Insurance.** Upon the Opening of Escrow, Escrow Holder will obtain and issue a title commitment for the Subject Fee Property. Escrow Holder will also request two copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder will deliver these instruments and title commitment to City and Seller. Escrow Holder will insure City's fee interest in the Subject Fee Property described more particularly in EXHIBIT "A" and EXHIBIT "B" to the form of Grant Deed (EXHIBIT "1" hereto) at the Close of Escrow by a CLTA Standard Coverage Policy of Title Insurance (or an ALTA Extended Coverage Form of Title Policy ("Alta Extended Policy")) if the City elects such coverage as provided below in Section 4.b., in the amount of the Purchase Price ("Title Policy"), with liability in the full amount of the Purchase Price, insuring the City's fee interest in the Subject Fee Property free and clear of all monetary liens and encumbrances and other matters affecting title to the Subject Fee Property, except for the permitted title exceptions defined below and any permitted conditions of title that the City approves in writing (collectively "Permitted Title Exceptions");

i. General and special real property taxes and assessments for the then current tax fiscal year which are a lien not then due and payable;

ii. The applicable zoning, building, and development regulations of any municipality, county, state, or federal jurisdiction affecting the Subject Fee Property;

iii. Such other non-monetary exceptions listed in the Preliminary Title Report that City has approved within ten (10) business days after the date the City receives the title commitments and legible copies of instruments noted as exceptions therein. If City conditionally disapproves any exceptions, then Seller will use good faith efforts to seek to cause such exceptions to be removed by the Close of Escrow. In no event will Seller be required to file any legal action to seek to remove any exception conditionally disapproved by the City. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, the City may, at the City's option, either consent to the recordation of the Grant Deed, the form of which is attached as EXHIBIT "1" hereto, subject to such encumbrances, or terminate the Escrow. In the event Escrow is terminated, within ten (10) business days of the written notice of termination to Escrow, Escrow will disburse the City any funds deposited into Escrow by City less any escrow cancellation charges.

b. Option to Obtain ALTA Extended Policy. The City will have the option of obtaining an ALTA Extended Policy or a CLTA Standard Coverage Policy of Title Insurance for the Subject Fee Property. If the City, in its sole discretion, determines to obtain an ALTA Extended Policy, the City will, at its expense, procure an ALTA survey. The City will also pay for the cost of any such ALTA Extended Policy.

c. Acts After Date of Agreement. During the period from the date of this Agreement through the Close of Escrow, Seller shall not encumber the Subject Fee Property, record or permit to be recorded any document or instrument relating to the Subject Fee Property, or physically alter the Subject Fee Property or permit or cause to be altered without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion.

5. Escrow.

a. Deposit of Funds in Escrow. City covenants and agrees to deposit with Escrow Holder the Purchase Price and any such escrow funds as are required for Close of Escrow within five (5) business days of receiving written notice from Escrow holder regarding the confirmation of the completion of the conditions required herein for the Close of Escrow.

b. Deposit of Documents in Escrow by Seller. Seller covenants and agrees to deposit with Escrow Holder the following documents within ten (10) business days of the Opening of Escrow:

i. Grant Deed. The Grant Deed in the form attached as EXHIBIT "1" hereto ("Irrevocable Offer of Dedication") duly executed and acknowledged by Seller. EXHIBIT "1" is attached hereto and incorporated herein by this reference.

ii. Grant of Temporary Construction Easement. The Grant of Temporary Construction Easement in the form attached as EXHIBIT "2" hereto ("TCE

Agreement”) duly executed and acknowledged by Seller. EXHIBIT “2” is attached hereto and incorporated herein by this reference.

iii. *Tenant Consent, Waiver and Release.* An executed Tenant Consent, Waiver and General Release if any other parties claim any right to any portion of the Subject Fee Property or TCE, or compensation for same in accordance with Section 7.e.

iv. A California 593 certificate and federal non-foreign affidavit.

v. Any other documents reasonably required by Escrow Holder or the Title Company to be deposited by Seller to carry out this escrow.

c. Deposit of Documents in Escrow by City.

i. *Consent to Recordation.* The Consent to Recordation attached to the Grant Deed, which is attached hereto as EXHIBIT “1”.

ii. *Certificate of Acceptance.* The executed TCE Agreement in the form attached as EXHIBIT “2” hereto.

iii. Any other documents reasonably required by Escrow Holder to be deposited by Buyer to carry out this escrow.

d. Recordation of Grant Deed and TCE Agreement; Delivery of Funds and Possession. Upon receipt of the funds and instruments described in Section 5, Escrow Holder shall cause the Grant Deed and TCE Agreement to be recorded in the Official Records of the County of Los Angeles. Thereafter, Escrow Holder shall deliver the proceeds of this escrow (less appropriate charges as shown on a preliminary Settlement Statement executed by City and Seller) to Seller, and Seller shall deliver possession of the Subject Fee Property and TCE to City free and clear of all occupants.

e. Prorations. Real property taxes for the Subject Fee Property shall not be prorated, but must be paid by Seller for the current tax period. Seller may apply for a refund of property taxes in the event any property taxes paid are allocable to the period after the Close of Escrow and City shall reasonably cooperate therewith. City, as a municipal corporation acquiring property for the Project, is exempt from property taxes pursuant to Revenue and Taxation Code Section 11922, and other provisions of law. All property assessments shall be prorated between Buyer and Seller as of the Close of Escrow based on the latest available tax information. All prorations for such assessments shall be determined on the basis of a 365-day year. Escrow Holder is authorized to pay from the Purchase Price any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds recorded against the Subject Fee Property.

f. Costs of Escrow. City will pay for the cost of the Title Policy (or ALTA Extended Policy if City elects to obtain such extended coverage). City will also pay for escrow fees and Escrow Holder’s customary out-of-pocket expenses for messenger services, long distance telephone calls, etc. City will pay for recording the Grant Deed and TCE Agreement, and any

documentary or other local transfer taxes, if any, and for any recording costs (if any). City will also pay for the costs of an ALTA survey if it determines to obtain an ALTA Extended Policy.

g. Escrow Cancellation Charges. If escrow fails to close through no fault of either party, City will pay all escrow and title cancellation charges. In the event that this escrow shall fail to close by reason of the default of either party hereunder, the defaulting party shall be liable for all escrow and title cancellation charges.

6. **Conditions to the Close of Escrow.** Escrow shall not close unless and until both Parties have deposited with Escrow Holder all sums and documents required to be deposited as provided in Section 5. Additionally, City's obligation to proceed with the transaction contemplated by this Agreement is subject to the satisfaction of all of the following conditions precedent, which are for City's benefit and may be waived only by City:

a. Seller shall have performed all obligations to be performed by Seller hereunder.

b. If any of the conditions to Close of Escrow are not timely satisfied for a reason other than a default of City or Seller under this Agreement, and this Agreement is terminated, then upon termination of this Agreement, Escrow Holder will promptly return to City all funds (and all interest accrued thereon, if any) and documents deposited by City in escrow and return to Seller the documents deposited by Seller in escrow that are held by Escrow Holder on the date of the termination (less any escrow cancellation charges).

7. **Representation and Warranties of Seller.** Seller hereby represents and warrants to City the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and will survive the Close of Escrow:

a. That to Seller's actual knowledge, without investigation, on the Close of Escrow (i) the Subject Fee Property and TCE will be free and clear of Hazardous Materials (defined in Section 12.a. below) or toxic substances and waste, including, but not limited to, asbestos, and (ii) Seller has no notice of any pending or threatened action or proceeding arising out of the condition of the Subject Fee Property or TCE or alleged violation of Environmental Laws (defined in Section 12.b. below), health or safety statutes, ordinance, or regulations.

b. That Seller is the record fee owner of the Property and no other party has a fee interest in the Subject Fee Property or TCE. Seller will not further encumber the Subject Fee Property or TCE or allow the Subject Fee Property or TCE to be further encumbered prior to the Close of Escrow.

c. Neither this Agreement nor anything provided to be done hereunder, including Seller's grant to City of the Grant Deed and authorization to use the TCE subject to the terms of the TCE Agreement, violates or will violate any contract, agreement, or instrument to which Seller is a party, or which affects the Subject Fee Property described in the Grant Deed or TCE described in the TCE Agreement, and the Seller's grant to City of the Subject Fee Property and authorization for the City to use the TCE pursuant to this Agreement does not require the consent of any party not a signatory hereto.

d. There are no claims or liens presently claimed or that will be claimed against the Subject Fee Property or TCE by contractors, subcontractors, or suppliers, engineers, architects, surveyors or others that may have lien rights for work performed or commenced prior to the Effective Date. Seller agrees to hold City harmless from all costs, expenses, liabilities, losses, charges, fees, including reasonable attorneys' fees, arising from or relating to any such lien or any similar lien claimed against the Subject Fee Property or TCE and arising from work performed or commenced prior to the Close of Escrow.

e. There are no written or oral leases or contractual rights or options to lease, purchase, or otherwise enjoy possession, rights, or interest of any nature in and to the Subject Fee Property or TCE, or any part thereof, and no persons have any right of possession to the Subject Fee Property or TCE, or any part thereof or Seller will obtain a consent, waiver and release from any parties or lessees that claim any right to possession or compensation for any portion of the Subject Fee Property or TCE in the form reasonably acceptable to City. Seller agrees to hold City harmless from all costs, expenses, liabilities, losses, charges, fees, including attorneys' fees, arising from or relating to any claims by any person or entity claiming rights to possession or compensation for any portion of the Subject Fee Property or the TCE..

8. **Representations and Warranties of City.** City hereby represents and warrants to Seller the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and will survive the Close of Escrow:

a. City has taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.

b. City has the power and authority to execute and deliver this Agreement and carry out its obligations hereunder and consummate the transaction contemplated herein.

9. **Total Consideration.**

a. Total Consideration. The Parties agree that City's payment to Seller of the Purchase Price set forth in this Agreement is an all-inclusive settlement and is the full and complete consideration and payment of just compensation for the fair market value of and fee interest and rights to the Subject Fee Property described in the Grant Deed and authorization to use the TCE to facilitate the construction of the Project under the terms of the TCE Agreement, severance damages, inverse condemnation, precondemnation damages, loss of business goodwill, attorneys' fees, interest, appraisal costs, loss of rents, lost profits, and any other damages of every kind and nature suffered by Seller by reason of City's acquisition of the Subject Fee Property and use of the TCE under the terms of the TCE Agreement to facilitate the construction of the Project, and the construction of the Project for which City is acquiring the Subject Fee Property and acquiring the rights to use the TCE subject to the terms of the TCE Agreement, and all costs and expenses whatever in connection therewith.

b. No Relocation Assistance. City is purchasing the Subject Fee Property and acquiring the authorization to use the TCE to facilitate the construction of the Project. The City's acquisition of the Subject Fee Property and use of the TCE in accordance with the terms of the TCE Agreement will not result in the displacement of any person or business from the Property.

Accordingly, no relocation assistance and benefits pursuant to applicable federal or state relocation laws or regulations, including without limitation, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 *et seq.*), if applicable, or under Title 1, Division 7, Chapter 1 of the Government Code of the State of California (Section 7260 *et seq.*), or the Relocation Assistance and Real Property Acquisition Guidelines (Chapter 6 of Title 25 of the California Code of Regulations) are triggered as a result of City's acquisition of the Subject Fee Property and use of the TCE under the terms of the TCE Agreement in connection with the Project.

10. Releases.

a. This Agreement is a voluntary agreement and Seller on the Close of Escrow, on behalf of Seller, Seller's successors and assigns, fully releases City, its Councilmembers, officers, counsel, employees, representatives and agents, from all claims and causes of action by reason of any damage that has been sustained, or may be sustained, as a result of City's efforts to acquire the Subject Fee Property and the rights to use the TCE subject to the terms of the TCE Agreement, or any preliminary steps thereto. Seller further releases and agrees to hold City harmless from any and all claims and causes of action asserted by any party claiming to have rights to possession of any portion of the Subject Fee Property or TCE or rights to compensation for any portion of the Subject Fee Property or TCE.

b. California Civil Code Section 1542. Seller acknowledges that it may have sustained damage, loss, costs or expenses that are presently unknown and unsuspected, and such damage, loss, costs or expenses that may have been sustained, may give rise to additional damages, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights that Seller may have under California Civil Code Section 1542 as it relates to the releases set forth in this Section 10, or under any statute or common law or equitable principle of similar effect. California Civil Code Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Seller's Initials: AS City's Initials: _____

Seller's waiver of rights and release of claims set forth above in Section 10.a. and Section 10.b. will not extend to and is not intended to extend to claims related to or alleged to arise out of gross negligence on the part of City, its agents or contractors, in connection with the physical construction of the Project.

This Section 10 will survive the Close of Escrow.

11. **City's Contingencies.** For the benefit of City, the Close of Escrow and City's obligation to consummate the purchase of the Subject Fee Property and the City's rights to use the TCE pursuant to the TCE Agreement is contingent upon and subject to the occurrence of all of the following (or City's written waiver thereof, it being agreed that City can waive any or all such contingencies) on or before the Close of Escrow:

a. That as of the Close of Escrow the representations and warranties of Seller contained in this Agreement are all true and correct;

b. The delivery to Escrow Holder of all documents pursuant to Section 5 of this Agreement;

c. Escrow Holder's commitment to issue, in favor of City, the Title Policy with liability equal to the Purchase Price showing City's fee interest in the Subject Fee Property, subject only to the Permitted Title Exceptions; and

d. City's approval prior to the Close of Escrow of any due diligence testing, environmental site assessment, soils or geological reports, or other physical inspections of the Subject Fee Property and TCE that City might perform prior to the Close of Escrow.

12. **Certain Definitions.**

a. The term "Hazardous Materials" will mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 *et seq.*; asbestos and asbestos-containing materials, PCBs and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act of 1982; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. Section 1910.1200 *et seq.*; industrial process and pollution control wastes, whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; any substance defined as a "hazardous substance" in California Civil Code Section 2929.5(e)(2) or California Code of Civil Procedure Section 736(f)(3); and any other substance or material regulated by any Environmental Laws.

b. The term "Environmental Laws" will mean and include all federal, state and local statutes, ordinances, regulations and rules in effect on or prior to the Effective Date relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act 7 U.S.C. Section 136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 *et seq.*; the National Environmental Policy Act, 42 U.S.C. Section 4321 *et seq.*; the Noise Control Act, 42 U.S.C. Section 4901 *et seq.*; the Occupational Safety and Health Act, 29

U.S.C. Section 651 *et seq.*; the Resource Conservation and Recovery Act 42 U.S.C. Section 6901 *et seq.*; as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. Section 9601 *et seq.* as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act 15 U.S.C. Section 2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. Section 2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 *et seq.*; and state and local environmental statutes and ordinances, with implementing regulations and rules in effect on or prior to the Effective Date.

13. **Evidence in Court Proceeding.** The Parties agree that the total Purchase Price of \$32,900.00 or any inference of per square foot value of the approximate 99 square foot Subject Fee Property and the rights of the City to use the approximate 177 square foot TCE on said Purchase Price will not be admissible as evidence of the fair market value of the Subject Fee Property or TCE in an eminent domain or other proceeding or litigation concerning the Subject Fee Property or TCE, or any portion thereof.

14. **Default.** In the event of a breach or default under this Agreement by either City or Seller, the non-defaulting party will have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Subject Fee Property and City's authorization to use the TCE subject to the TCE Agreement by delivering written notice thereof to the defaulting party and to Escrow Holder, and if City is the non-defaulting party, City will thereupon promptly receive a refund of all of the deposits it deposited with Escrow Holder, if any, less City's share of any escrow cancellation charges. Such termination of the escrow by a non-defaulting party will be without prejudice to the non-defaulting party's rights and remedies at law or equity.

15. **Notices.** All notices and demands will be given in writing by personal delivery, certified mail, postage prepaid, and return receipt requested, or by Federal Express or other overnight carrier. Notices will be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with Federal Express or other overnight carrier. A copy of all notices will be sent to Escrow Holder. The Parties will address such notices as provided below or as may be amended by written notice:

BUYER: City of Maywood
4319 East Slauson Avenue
Maywood, California 90270
Attention: Jennifer Vasquez, City Manager

COPY TO: Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Attention: Roxanne M. Diaz, City Attorney

SELLER: J&MGC, LLC, a California limited liability company

c/o Alan Goldman
1801 Century Park E., Suite 2160
Los Angeles, California 90067

ESCROW
HOLDER: Commonwealth Land Title
4400 MacArthur Blvd. Suite 800
Newport Beach, CA 92660

16. **Broker Commissions.** No brokers represented the Parties in connection with this transaction. Seller will be solely responsible for the payment of any and all broker's commissions or similar compensation due to any broker representing Seller, if any, and Seller will defend, indemnify and hold the City harmless from and against any and all claims for any broker's commissions or similar compensation that may be payable to any broker claiming it represented Seller in connection with this transaction. Each party will defend, indemnify and hold harmless the other party from and against all claims of any agent, broker, finder or other similar party based upon such party's own acts in connection with this transaction. The provisions of this Section 16 will survive the Close of Escrow.

17. **Miscellaneous.**

a. Amendments. Any amendments to this Agreement will be effective only when duly executed by both City and Seller and deposited with Escrow Holder.

b. Entire Agreement. This Agreement contains all of the agreements of the Parties hereto with respect to the matters contained herein, and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose.

c. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. If electronic signatures/counterparts to this Agreement are transmitted by Seller to City, Seller will transmit the original signatures to the City by mailing same to the attention of the City Manager at the address shown on Section 15 above within five (5) business days of the date the electronic signatures are transmitted to City.

d. Time of the Essence. Time is of the essence of this Agreement.

e. Governing Law. This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty or ambiguity herein will not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, will be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law. This Agreement will be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties will be governed by, and construed and enforced in accordance with, the laws of the State of California.

f. Third Parties. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

g. Additional Documents. Each party hereto agrees to perform any further acts and to execute, acknowledge, and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

h. Authority of City Manager. The City Manager may give any and all notices, consents, and terminations hereunder on behalf of the City provided they are in writing. The City Manager may execute the Agreement, Certificate of Acceptance for the Grant Deed, TCE Agreement, escrow documents, and any such documents or instruments that are necessary to effect the transfer of property interests contemplated herein.

i. Interpretation and Construction. Each of the Parties has reviewed the Agreement and each has had the opportunity to have its respective counsel and real estate advisors review and revise this Agreement and any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The recitals and captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

j. Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

k. Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

l. Exhibits. The Exhibits attached hereto are incorporated in this Agreement by this reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth below.

SELLER

J&MGC, LLC, a California limited liability company

Dated: 9/12/2024

By: 
Name: ALAN S. GOLDMAN
Title: MANAGER

BUYER

City of Maywood, a municipal corporation

Dated: _____

By: _____
Jennifer Vasquez, City Manager

ATTEST:

By: _____
Brian E. Juarez, City Clerk

APPROVED AS TO FORM:

By: _____
Roxanne M. Diaz, City Attorney

EXHIBIT “1” TO PURCHASE AND SALE AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Maywood
4319 East Slauson Avenue
Maywood, California 90270
Attention: City Clerk’s Office

[X] Portions of APN 6313-013-030

SPACE ABOVE THIS LINE FOR RECORDER’S USE

This Grant Deed is for the benefit of the City of Maywood, a municipal corporation and is exempt from Recording Fees pursuant to California Government Code Section 27383 and California Government Code Section 6103.

Documentary Transfer Tax is \$0 (exempt; conveyance to a public entity).

GRANT DEED

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, GRANTOR J&MGC, LLC, a California limited company (“GRANTOR”), hereby grants in fee to the CITY OF MAYWOOD, a California municipal corporation, that certain approximate 99 square foot portion of the real property located at 5901 Atlantic Boulevard in the City of Maywood, County of Los Angeles State of California, more particularly described in EXHIBIT “A” and depicted on EXHIBIT “B” attached hereto, together with all improvements and fixtures thereon and all rights of GRANTOR in and to adjacent streets, rights of way, and easements appurtenant thereto.

IN WITNESS WHEREOF, GRANTOR has executed this Grant Deed as of the date set forth below.

GRANTOR

J&MGC, LLC, a California limited company

Dated: _____, 2024

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION

RIGHT-OF-WAY DEDICATION IN FEE
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;

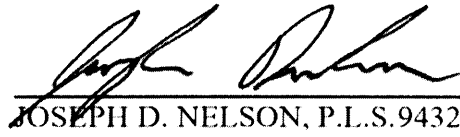
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 82°54'32" EAST 0.51 FEET TO THE **TRUE POINT OF BEGINNING**.

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.



JOSEPH D. NELSON, P.L.S. 9432 7/3/2024
DATE

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

City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

**CERTIFICATE OF ACCEPTANCE OF GRANT DEED
(California Government Code Section 27281)**

This is to certify that the attached Grant Deed, which conveys in fee to the City of Maywood, a California municipal corporation, that certain approximate 99 square foot portion of the real property located at 5901 Atlantic Boulevard in the City of Maywood, and identified as Los Angeles County Tax Assessor's Parcel 6313-013-030, which is more particularly described in EXHIBIT "A" and depicted on EXHIBIT "B" to said Grant Deed, and all improvements and fixtures thereon and all rights of GRANTOR in and to adjacent streets, rights of way, and easements appurtenant thereto, is hereby accepted by the undersigned officer on behalf of the City of Maywood pursuant to the authority conferred by the City Council of the City of Maywood and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

Jennifer Vasquez, City Manager

Attest:

Brian E. Juarez, City Clerk

EXHIBIT “2” TO PURCHASE AND SALE AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Maywood
4319 East Slauson Avenue
Maywood, California 90270
Attention: City Clerk’s Office

[X] Portions of APN 6313-013-030

SPACE ABOVE THIS LINE FOR RECORDER’S USE

This Grant of Temporary Construction Easement is for the benefit of the City of Maywood, a municipal corporation and is exempt from Recording Fees pursuant to California Government Code Section 27383 and California Government Code Section 6103.

Documentary Transfer Tax is \$0 (exempt; conveyance to a public entity).

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

J&MGC, LLC, a California limited company (“Grantor”) is the record fee owner of that certain real property located at 5901 Atlantic Boulevard in the City of Maywood, County of Los Angeles, State of California, and identified as Los Angeles County Tax Assessor’s Parcel Number 6313-013-030. Pursuant to this Grant of Temporary Construction Easement, Grantor hereby grants to the CITY OF MAYWOOD, a California municipal corporation (“City”) that certain approximate 177 square foot Temporary Construction Easement with a term of twelve (12) months described below to facilitate the construction of the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements (“Project”). The Project will relieve congestion along the Slauson Avenue Corridor, increase capacity, and improve traffic flow operation. Planned improvements include widening the intersection and adding eastbound and northbound left-turn lanes.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Grantor does hereby authorize the City to use pursuant to this Grant of Temporary Construction Easement (“Grant of TCE”) that certain non-exclusive temporary construction easement (“TCE”) with a term of twelve (12) months on that certain portion of Grantor’s Property described more particularly in EXHIBIT “A” and depicted on EXHIBIT “B”, which are attached hereto and incorporated herein by this reference.

1. Scope of TCE. Grantor hereby authorizes the City, the City’s contractors, agents, representatives, and employees and others deemed necessary by the City (collectively “the Grantee Designees”) to enter on and use the TCE to facilitate the construction of the Project. The City and the Grantee Designees are authorized to use the TCE to facilitate the construction of the Project,

including ingress and egress and to facilitate the movement of construction equipment for the construction of the Project.

2. Term. The term of the use of the TCE by the City or by the Grantee Designees will commence thirty (30) calendar days from the date upon which the City or its authorized representative provides Grantor with written notice of the City's intent to commence its use of the TCE ("Commencement Date"). The term of the TCE shall terminate on the earliest of (i) the date upon which the City notifies Grantor that it no longer needs the TCE, or (ii) twelve (12) months from the commencement date of the TCE ("Termination Date"). The term of the TCE will not extend beyond December 31, 2026 and the TCE is void and of no use and effect as of the Termination Date or December 31, 2026, whichever is earlier.

3. Compensation. Grantor acknowledges receipt from the City of compensation for the City's use of the TCE for the term set forth in Paragraph 2 above.

4. No Liens. In consideration for the use of the TCE, the City will keep the approximate 177 square foot TCE and Grantor's Property free of any liens, including without limitation, liens by contractors, subcontractors, or suppliers, engineers, architects, surveyors, or others that may have lien rights for work arising out of the City's use of the TCE in connection with the construction of the Project. If any such lien is filed on the TCE or any portion of Grantor's Property in connection with the City's use of the TCE for the Project, the City will, at its sole cost and expense, have the lien released and discharged of record in a matter satisfactory to Grantor within 45 calendar days of receiving notice of the lien. If City fails to remove the lien within such 45-day period, Grantor will have the right to remove or bond over the lien, and City, upon demand, will reimburse Grantor for all reasonable costs and expenses, including without limitation reasonable attorneys' fees incurred by Grantor in connection with such removal or bond.

5. City's Obligations at End of Term. The City agrees that as of the Termination Date of the TCE as defined in Paragraph 2 above, the City will leave the TCE in as close as possible to the condition in which said TCE existed at the Commencement Date, including removal of any equipment or material stored on the TCE in connection with the Project. Further, upon the expiration of the term of the TCE under Paragraph 2 above, the City agrees to take such actions as reasonably necessary to evidence and give effect to the extinguishment of the TCE and the relinquishment of the City's rights and interests in the TCE pursuant to this Grant of TCE. This includes, without limitation, the recording by the City of such termination or extinguishment in the form and substance that is reasonably acceptable to Grantor and sufficient to remove this Grant of TCE as an encumbrance against title to Grantor's Property. City has provided to Grantee the form of Termination of the Grant of Temporary Construction Easement that the City will record to document the extinguishment of the Grant of TCE.

6. Warranties. City warrants that on the completion of its use of the TCE, and following removal of any construction equipment and material, and cleanup required by Paragraph 5 above, it shall cause its contractor to leave the TCE in a neat manner conforming to the natural appearance of the TCE prior to the City's use of the TCE.

7. Insurance. Prior to entry onto the approximate 177 square foot TCE, the City will procure and maintain (and cause City's contractor for the Project to procure and maintain) a policy

of commercial general liability insurance covering the use by and activities of City and Grantee Designees with a single limit of liability (per occurrence and aggregate) of not less than \$1,000,000, and to deliver to Grantor a certificate of insurance and copy of additional insured endorsement naming Grantor as named additional insured, evidencing that such insurance is in force and effect, and evidencing that Grantor has been named as an additional insured thereunder with respect to the use by Grantee and Grantee's Designees of the TCE. Such insurance will be maintained in force throughout the term of this Grant of TCE.

8. Notices. All notices and demands will be given in writing by personal delivery, certified mail, postage prepaid, and return receipt requested, or by Federal Express or other overnight carrier. Notices will be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with Federal Express or other overnight carrier. A copy of all notices will be sent to Escrow Holder. The Parties will address such notices as provided below or as may be amended by written notice:

BUYER: City of Maywood
4319 East Slauson Avenue
Maywood, California 90270
Attention: Jennifer Vasquez, City Manager

COPY TO: Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Attention: Roxanne M. Diaz, City Attorney

SELLER: J&MGC, LLC, a California limited liability company
c/o Alan Goldman
1801 Century Park E., Suite 2160
Los Angeles, California 90067

9. Permits. The City shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the TCE, and the City shall comply with all applicable laws and regulations concerning its use of the TCE.

10. Indemnification. The City will, and will cause its contractor for the Project to, indemnify, defend and hold Grantor harmless from any and all liability for loss, damages, costs, expenses, demands, causes of action, claims or judgments, arising from or arising out of or in any way connected with the entry, access and use of the TCE by said contractor and its designees in connection with the exercise of the rights of the contractor and its designees under this Grant of TCE or any breach of the City's or the City's contractor's obligations under this Grant of TCE, and will reimburse Grantor for all reasonable costs, expenses and losses, including reasonable attorneys' fees, incurred by Grantor in consequence of any claims, demands and causes of action that may be made or brought against Grantor arising out of the entry on and use of the area comprising the TCE by said contractor and/or its designees in connection with the Project or any breach of the City's or its contractor's obligations under this Grant of TCE.

11. Amendments. This Grant of TCE may only be amended by a writing executed by both Grantor and the City and recorded in the Official Records of the County of Los Angeles.

12. Use of TCE by Grantor. Except as may otherwise be required in an emergency or to otherwise protect public health, safety, and property, Grantor shall not, nor shall Grantor permit others to, erect, place, or maintain any improvement, or undertake any other activity, which may interfere with the City's rights pursuant to this Grant of TCE.

13. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in a court of competent jurisdiction in the County of Los Angeles.

14. Successors and Assigns. This Grant of TCE will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto.

15. Severability. If any part, term or provision of this Grant of TCE is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Grant of TCE did not contain the particular part, term, or provision held to be invalid.

16. Acceptance of Terms of Grant of TCE. By executing the Certificate of Acceptance, the City accepts the above terms and conditions of the Grant of TCE.

IN WITNESS WHEREOF Grantor has executed this Grant of TCE on the day and year written below and has agreed to be bound by the terms and provisions hereof.

GRANTOR

J&MGC, LLC, a California limited company

Dated: _____, 2024

By: _____

Print Name: _____

Title: _____

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;

EXHIBIT "A"
LEGAL DESCRIPTION

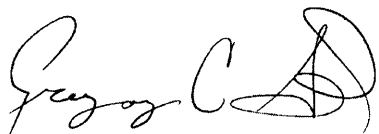
THENCE ALONG SAID CURVE NORTHWESTERLY 9.37 FEET THROUGH A CENTRAL ANGLE OF 09°10'22" TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF SLAUSON AVENUE;

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.



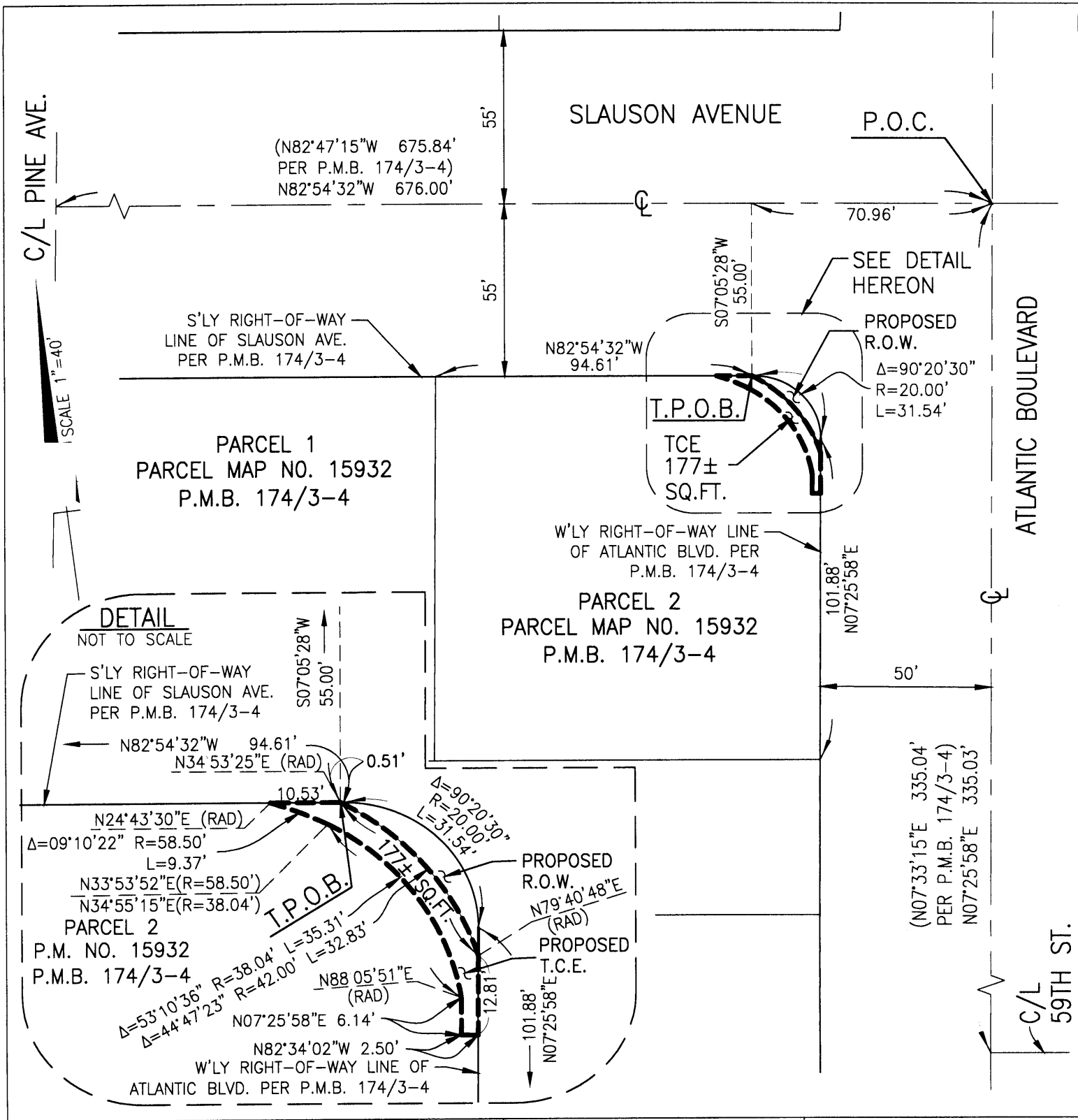
GREGORY C. SEBOURN, P.L.S. 8395

01/18/2024

DATE

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





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



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

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

**CERTIFICATE OF ACCEPTANCE OF GRANT OF TEMPORARY
CONSTRUCTION EASEMENT
(California Government Code Section 27281)**

This is to certify that the approximate 177 square foot temporary construction easement on portions of the real property located at 5901 Atlantic Boulevard in the City of Maywood, and identified as Los Angeles County Tax Assessor's Parcel 6313-013-030, which is more particularly described in EXHIBIT "A" and depicted on EXHIBIT "B" to said Grant of Temporary Construction Easement, the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer on behalf of the City of Maywood pursuant to the authority conferred by the City Council of the City of Maywood and the City consents to recordation thereof by its duly authorized officer.

Dated: _____, 2024

Jennifer Vasquez, City Manager

Attest:

Brian E. Juarez, City Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 13.

DATE: September 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ROXANNE DIAZ, CITY ATTORNEY

SUBJECT: RECOMMENDED APPROVAL OF POSSESSION AND USE AGREEMENT AUTHORIZING CITY TO POSSESS AND USE CERTAIN REAL PROPERTY INTERESTS FOR PUBLIC PURPOSES IN CONNECTION WITH THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS PROJECT (KIM PARCEL, ASSESSOR PARCEL NUMBERS 6313-011-036 & 6313-011-028)

RECOMMENDATION:

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

1. Approve the attached Possession and Use Agreement Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements (Kim, APNs 6313-011-036 & 6313-011-028).
2. Authorize the City Manager to execute the Possession and Use Agreement in substantially the form attached and order that a copy of the final executed Possession and Use Agreement shall be placed on file in the Office of the City Clerk. Further, the City Manager (or the City Manager's designee), is hereby authorized, on behalf of the City, to take all actions necessary and convenient to carry out and implement the Agreement, and to administer the City's obligations, responsibilities and duties to be performed under the Agreement, including but not limited to, execution of any escrow instructions and escrow-related documents, directions to the Finance Department to deposit with escrow the Compensation Amount set forth in the Possession and Use Agreement and escrow-related costs, and other similar agreements and documents as contemplated by or described in said Agreement or as necessary and convenient to effectuate the transaction contemplated therein.

BACKGROUND:

The City needs to acquire certain real property interests from four larger parcels to construct the Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements ("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 Boulevard 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.

DISCUSSION:

POSSESSION AND USE AGREEMENT

The City Council has before it a Possession and Use Agreement Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements (Kim Parcel, APNs 6313-011-036 & 6313-011-028) ("Possession and Use Agreement") Between Soon-Ai Kim, Tony Y. Kim and Joung-Sun Kim ("Owners"). Pursuant to the Possession and Use Agreement, Owners are authorizing the City to possess and use an approximate 93 square foot permanent easement ("Subject Easement") and an approximate 2,092 square foot temporary construction easement with a term of 12 months ("TCE") on the property located at 5900 and 5906 Atlantic Boulevard in the City of Maywood, and identified as Los Angeles County Tax Assessor's Parcel Numbers 6313-011-036 & 6313-011-028 in connection with the Project.

The Possession and Use Agreement recognizes that the City obtained an independent appraisal of the Subject Easement and TCE and any improvements impacted by the Project that estimated the total just compensation was \$101,100 based on a date of value of December 20, 2023. The City extended a written offer to purchase the Subject Easement and TCE for \$101,100. As of the date of the Possession and Use Agreement, the Owners have not accepted the City's offer. Owners, however, wish to authorize the City to possess and use the Subject Easement and TCE to commence construction of the Project.

The Possession and Use Agreement provides to the City, its contractors, agents, representatives, employees and all others reasonably deemed necessary by City, an irrevocable right to possession, use and occupancy of the Subject Easement and TCE, including but not limited to, the right to conduct any hazardous materials testing required by City; the right to remove and dispose of any and all improvements within the areas of the Subject Easement and TCE; and the right to construct the Project in the areas of the Easement and to use the TCE to facilitate the construction of the Project. In consideration for such grant of possession and use, the City will deposit in an escrow with Commonwealth Land Title the \$101,100 (Compensation Amount) offered as the Purchase Price by the City based on an independent appraisal. The deposit is deemed equivalent to the deposit of probable condemnation in an eminent domain proceeding pursuant to Code of Civil Procedure Section 1255.010. Owners are authorized to withdraw the Compensation Amount and such withdrawal constitutes a waiver of all claims and defenses in any eminent domain proceeding for the acquisition of the Subject Property Interests, except for a claim for greater compensation, consistent with Code of Civil Procedure Section 1255.260.

Under the Possession and Use Agreement, the 12-month term would commence 30 calendar days from the date the City or its authorized representative provides Owner with written notice of the City's intent to commence its use of the TCE. It would terminate 12 months from the commencement date. The City is required to leave the TCE area in as close as possible to the condition in which the TCE existed at the commencement date. The Possession and Use Agreement provides that the City will coordinate the construction of the driveway off of Atlantic Boulevard with Owners and keep one half of the driveway open at all times to minimize the impact of the Project on the Owners, occupants and tenants of the Property, including the Denny's restaurant located adjacent to the TCE. The City's contractor for the Project will complete the construction of the driveway along Atlantic Boulevard during night hours and during any period in which half of the driveway off of Atlantic Boulevard is closed, egress from the Property will be off Slauson Avenue. The City further agrees that any work conducted in the TCE area will comply with all applicable laws, statutes and regulations.. Under the Possession and Use Agreement, the City is required to maintain the TCE Area in good

condition, and agrees that said area will be broom-swept at the end of every day in which work has been performed as well as cleaned of all dust, debris, waste and construction material at the end of every week. Owners acknowledge that the Compensation Amount includes the compensation included in the City's offer, which may include compensation for the site improvements impacted by City's use of the TCE area for the Project as determined by City's independent appraiser or if it does not include such compensation for certain impacted site improvements, the City will replace any such impacted site improvements that are damaged in connection with the Project but not included in the compensation with material of like kind and quality. Such site improvements for which compensation was included in the City's offer include a palm tree, various hedges, various low lying shrubs, grass, brick/masonry, ground covering, irrigation and a pylon/monument sign that will be removed. Owners will be responsible for replacing said site improvements for which compensation was included in City's offer. City agrees that Owners may replace the pylon/monument sign impacted by the Project with a sign of the same dimensions, size and height as the original impacted sign.

The Possession and Use Agreement provides that the parties will continue to negotiate in good faith for the City's purchase of the Subject Easement and TCE. If the parties are not successful in negotiating the purchase of said property interests, the City may adopt a resolution of necessity authorizing the condemnation of the Subject Easement and TCE. The Possession and Use Agreement provides that in any such eminent domain proceeding, the Owners will not challenge the right to take and the only issue will be the amount of just compensation.

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 real property interests needed for the Project, including the Subject Property Interests, and determined that the Project and acquisition of the Subject Property Interests 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 which 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, including the Subject Easement and TCE.

LEGAL REVIEW:

The City Attorney drafted this report.

FISCAL IMPACT:

The Compensation Amount for the Subject Easement and TCE is \$101,100. City Staff does not anticipate escrow fees to exceed \$20,000. This \$101,100 will be paid from the City's current fiscal year (FY24-25) budget of \$6.4M Measure R (Highway Program) grant for Slauson Ave and Atlantic Blvd Congestion Relief Improvement Project.

ATTACHMENT(S)

1. Possession and Use Agreement - Kim Parcel (APNs 6313-011-036 -028) 9.13.2024 WITH EXHIBITS

POSSESSION AND USE AGREEMENT
SLAUSON AVENUE AND ATLANTIC BOULEVARD
CONGESTION RELIEF IMPROVEMENTS
(KIM, APNS 6313-011-036 & 6313-011-028)

This POSSESSION AND USE AGREEMENT SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF IMPROVEMENTS (KIM PARCEL, APNS 6313-011-036 & 6313-011-028) (“Agreement”) is made and entered into by and between City of Maywood, a California municipal corporation (“CITY”), and Soon-Ai Kim, Tony Y. Kim and Joung-Sun Kim (collectively “OWNER”), with reference and respect to the “Recitals” set forth in paragraphs A through E below. CITY and OWNER are sometimes individually referred to herein as “Party” and collectively as “Parties”. The Parties hereto have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement is effective when it is fully executed by the Parties (“Effective Date”). CITY may, but need not, confirm the Effective Date to OWNER as the later of the date indicated on the signature page below that (i) this Agreement has been approved as to form, executed and dated by CITY and (ii) OWNER has executed and dated this Agreement. OWNER hereby agrees that if OWNER has not dated this Agreement at the time OWNER delivers the same to CITY, then CITY may date the same as of the date of delivery, and/or receipt.

RECITALS

A. OWNER is the record owner of that certain real property located at 5900 and 5906 Atlantic Boulevard in the City of Maywood, and identified as Los Angeles County Tax Assessor’s Parcel Numbers 6313-011-036 & 6313-011-028 (“Property”).

B. On May 6, 2024, CITY made a written offer to OWNER pursuant to Government Code Section 7267.2 (“Offer”) to purchase certain property interests described in Recital C from the Property in connection with the proposed Slauson Avenue and Atlantic Boulevard Congestion Relief Improvements (“Project”). The Project will relieve congestion along the Slauson Avenue Corridor, increase capacity, and improve traffic flow operation. Planned improvements include widening the intersection and adding eastbound and northbound left-turn lanes.

C. The real property interests CITY seeks to acquire from the Property are described below and are referred to below collectively as “Subject Property Interests”:

(i) *Permanent Easement.* An approximate 93 square foot permanent easement described more particularly on EXHIBIT “A” and EXHIBIT “B” hereto (“Easement”) hereto, including any improvements thereon, for public use in connection with the construction of the Project, including right of way, public sidewalk, and related improvements.

(ii) *Temporary Construction Easement.* An approximate 2,092 square foot temporary construction easement with a term of 12 months described more particularly on EXHIBIT “A-1” and EXHIBIT “B-1” (“TCE”) hereto to facilitate CITY’s construction of the Project.

D. CITY offered to purchase the Subject Property Interests for the sum of \$101,100.00, which is the fair market value opinion of CITY’s appraiser based on a date of value of December

20, 2023 (“appraisal”).

E. As of the date of this Agreement, the OWNER has not accepted CITY’s Offer to purchase the Subject Property Interests.

F. CITY has informed OWNER that any delay in the start of construction of the Project is contrary to public interest.

G. Accordingly, the Parties have agreed to enter into this Agreement to allow CITY to proceed with construction of the Project and to authorize CITY’s possession and use of the Subject Property Interests.

OPERATIVE PROVISIONS

Now, therefore, in consideration of CITY’s payment to OWNER as set forth in this Agreement and in consideration of the foregoing recitals and mutual promises, covenants and other conditions set forth herein, CITY and OWNER agree as follows;

1. RIGHT TO POSSESSION OF SUBJECT PROPERTY INTERESTS.

1.1 OWNER grants to CITY and its contractors, agents, representatives, employees and all others reasonably deemed necessary by CITY, the irrevocable right to possession, use and occupancy of the Subject Property Interests, including but not limited to, the right to conduct any hazardous materials testing required by CITY; the right to remove and dispose of any and all improvements within the areas of the Subject Property Interests; and the right to construct the Project in the areas of the Easement and to use the TCE to facilitate the construction of the Project.

1.2 CITY shall have the right to possess, occupy and use the Subject Property Interests fourteen (14) calendar days after it mails written notice to the OWNER of CITY’s intent to possess and use said property interests for the construction of the Project (“Commencement Date”). The 14th calendar day after CITY mails the written notice to the OWNER of the CITY’s intent to possess and use the Subject Property Interests is referred to below as the “Effective Date of Possession.” CITY anticipates that the construction of the Project will commence in the first quarter of 2025.

2. **JUST COMPENSATION AND APPRAISAL.** OWNER acknowledges that CITY extended to OWNER a written offer to purchase the Subject Property Interests for the sum of \$101,100.00 (“Compensation Amount”), which is the total compensation set forth in CITY’s independent appraisal. The Parties agree that CITY’s deposit of the Compensation Amount into an escrow account pursuant to this Agreement shall be equivalent to a deposit and payment under California Code of Civil Procedure Section 1255.010 and that the basis for such deposit and payment, including but not limited to any appraisal, shall be governed by Code of Civil Procedure Section 1255.060. Accordingly, the Parties agree that the Compensation Amount may not be admissible as evidence in any trial on the issue of compensation and further agree that any appraiser who prepared CITY’s independent appraisal report or any statement concerning the deposit of the Compensation Amount into escrow may not be called to testify at any such trial on the issue of compensation unless the CITY designates said appraiser as its expert witness.

3. DEPOSIT AND WITHDRAWAL OF JUST COMPENSATION IN ESCROW.

3.1 CITY agrees to open an escrow with Commonwealth Land Title (4400 MacArthur Blvd., Suite 800, Newport Beach, California 92660) ("Subject Escrow") in connection with CITY's proposed purchase of the Subject Property Interests within five (5) business days of the Effective Date of this Agreement. CITY will provide to OWNER the escrow number as soon as it is available. CITY shall deposit the Compensation Amount into the Subject Escrow within fifteen (15) business days of the Effective Date of this Agreement.

3.2 In consideration for OWNER's irrevocable grant to CITY of possession and use of the Subject Property Interests, CITY will consent to the OWNER's withdrawal and release of the Compensation Amount from the Subject Escrow as set forth in this Agreement. OWNER agrees to provide written notice to CITY when it requests the withdrawal of the Compensation Amount from the Subject Escrow. OWNER's withdrawal from the Subject Escrow of any portion of the Compensation Amount shall constitute the OWNER's waiver, by operation of law, of all claims and defenses in any eminent domain proceeding for the acquisition of the Subject Property Interests, except for a claim for greater compensation, consistent with Code of Civil Procedure Section 1255.260. The payment and withdrawal from the Subject Escrow of any portion of the Compensation Amount shall be credited to CITY in relation to the final compensation amount that CITY pays pursuant to any negotiated agreement or settlement between the Parties for CITY's acquisition of the subject property interests, or stipulated judgment, award or verdict of just compensation in an eminent domain proceeding filed by CITY to acquire the Subject Property Interests.

4. LIENS AND ENCUMBRANCES. OWNER represents that title to the approximate 93 square foot Easement is free and clear of all liens and encumbrances or that OWNER will obtain proper releases from Parties that have an interest in said Easement area before OWNER withdraws any portion of the Compensation Amount from the Subject Escrow. If OWNER is not able to obtain such releases, OWNER will cooperate with CITY to obtain through Escrow proper releases from Parties that have an interest in the Easement.

4.1 *Partial Reconveyance or Subordination of Deed(s) of Trust.* OWNER agrees to obtain a partial reconveyance or subordination of deed(s) of trust from the beneficiary or beneficiaries of any deed(s) of trust recorded against the Property so that CITY's interest in the approximate 93 square foot Easement is free and clear of any monetary encumbrances.

4.2 *Consents to Possession and Use Agreement by Lessees of Property.* OWNER covenants and agrees that within fifteen (15) business days of the Effective Date of this Agreement, OWNER will either (i) warrant that pursuant to the terms of the leases between OWNER and lessees of the Property, the lessees have no interest in the Subject Property Interests or a right to compensation for said property interests and in such case OWNER will indemnify CITY up to the amount of Compensation Amount provided by the CITY pursuant to this Agreement, or (ii) obtain in writing a consent from the lessees of the Property to the CITY's use and possession of the CITY's Subject Property Interests in a form approved by CITY and deliver same to CITY.

5. TEMPORARY CONSTRUCTION EASEMENT.

5.1 *Term.* CITY's use of the approximate 2,092 square foot TCE will commence on the Effective Date of Possession as defined above in Operative Provision 1.b. The term of the TCE is for 12 months from the Effective Date of Possession. The TCE will expire on the earlier of (i) 12 months from the Effective Date of Possession, or (ii) the date on which CITY records a Notice of Termination of the TCE in the Official Records of the County of Los Angeles and provides written notice to OWNER of same if a Grant of Temporary Construction Easement was previously recorded against the Property by the Parties in the Official Records of the County of Los Angeles. Upon the expiration of the TCE as provided above, CITY agrees to take such actions as reasonably required to evidence and give effect to the extinguishment of the TCE and the relinquishment of CITY's rights and interests in the TCE pursuant to this Agreement. In the event the CITY requires an extension of the TCE term, CITY and OWNER will execute an amendment to this Agreement upon mutually agreeable terms and conditions.

5.2 *Improvements in Area of the Temporary Construction Easement.* CITY agrees that any work done in the area comprising the approximate 2,092 square foot TCE to facilitate the construction of the Project will be strictly performed in said area and will be performed in a good and workmanlike manner. CITY and its contractors shall not be permitted to park any vehicles on any portions of the Property except for the area comprising the 2,092 square foot TCE that the City sees to use to facilitate the construction of the Project and the 93 square foot permanent easement that the City seeks to acquire from the Property. CITY agrees that it will coordinate the construction of the driveway off of Atlantic Boulevard with OWNER and keep one half of the driveway open at all times to minimize the impact of the Project on the Owner, occupants and tenants of the Property, including the Denny's restaurant located adjacent to the TCE. CITY's contractor for the Project will complete the construction of the driveway along Atlantic Boulevard during night hours and during any period in which half of the driveway off of Atlantic Boulevard is closed, egress from the Property will be off Slauson Avenue. CITY further agrees that any work conducted in the TCE area will comply with all applicable laws, statutes and regulations.. CITY shall maintain the TCE Area in good condition, and agrees that said area will be broom-swept at the end of every day in which work has been performed as well as cleaned of all dust, debris, waste and construction material at the end of every week. OWNER acknowledges that the Compensation Amount includes the compensation included in the CITY's offer, which may include compensation for the site improvements impacted by CITY's use of the TCE area for the Project as determined by CITY's independent appraiser or if it does not include such compensation for certain impacted site improvements, the City will replace any such impacted site improvements that are damaged in connection with the Project but not included in the compensation with material of like kind and quality. Such site improvements for which compensation was included in the CITY's offer include a palm tree, various hedges, various low lying shrubs, grass, brick/masonry, ground covering, irrigation and a pylon/monument sign that will be removed. OWNER will be responsible for replacing said site improvements for which compensation was included in CITY's offer. CITY agrees that OWNER may replace the pylon/monument sign impacted by the Project with a sign of the same dimensions, size and height as the original impacted sign.

6. INDEMNIFICATION & LIEN WAIVERS.

6.1 CITY, to the maximum extent allowed by law, will, and will cause its contractor for the Project, to indemnify, defend and hold OWNER harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by OWNER arising out of, related to, or as a result of the use and possession of the Subject Property Interests for the construction of the Project by the CITY, its contractor, agents, representatives or employees.

6.2 Upon receipt of a written request from OWNER, CITY will provide OWNER with lien waivers following completion of the construction of the Project from each and every contractor, subcontractor, supplier, engineer, architect and surveyor who might have lien rights as a result of CITY's use and possession of the Subject Property Interests. Such lien waivers will be in the form and substance reasonably satisfactory to OWNER and its counsel, if any. To the extent permitted by applicable law, CITY hereby indemnifies OWNER from and against any claims or demands for payment, or any liens or lien claims made against OWNER or the Property as a result of CITY's use of the Subject Property Interests in connection with the Project.

7. SALE OR ASSIGNMENT OF EASEMENT AND/OR TCE. From and after the Effective Date, any sale, assignment, encumbrance or other transfer of all or any portion of the Subject Property Interests by OWNER shall be subject to this Agreement. OWNER agrees that any agreement to sell, assign, encumber or transfer all or any portion of the Subject Property Interests to a third-party will include that such sale, assignment, encumbrance or transfer is subject to this Agreement. OWNER agrees that it shall notify the CITY within fifteen (15) business days of any sale, assignment, encumbrance or transfer and confirm that OWNER has complied with this Operative Provision 7.

8. EMINENT DOMAIN.

8.1 The Parties acknowledge that CITY is authorized to acquire real property by eminent domain for a public use, including for public street and drainage purposed and all uses necessary or convenient thereto pursuant to the authority conferred upon CITY by Constitution Article 1, Section 19, Government Code Sections 37350, 37350.5, 37351, 40401, 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, 1240.320, 1240.330, 1240.510, 1240.610, 1240.650 and by other provisions of law. The Parties further acknowledge that the City Council, as the CITY's governing body, has sole discretion to make the findings required by Code of Civil Procedure Section 1240.030 for the adoption of a resolution of necessity pursuant to the Eminent Domain Law. (Code of Civil Procedure Section 1245.220). If OWNER and the CITY do not reach a negotiated agreement for CITY's purchase of the Subject Property Interests, CITY staff will recommend to the City Council that it consider the adoption of a resolution of necessity authorizing the initiation of eminent domain proceedings to acquire the Subject Property Interests in accordance with the Eminent Domain Law. Under the Eminent Domain Law, the City Council has the exclusive and sole discretion to adopt a resolution of necessity. The adoption of any such resolution of necessity would require CITY's compliance with applicable law, including Government Code Section 7260, *et seq.* and the Eminent Domain Law.

8.2 This Agreement is made with the understanding that CITY and OWNER will continue to negotiate in good faith to reach an agreement on CITY's acquisition of the Subject Property Interests by negotiated acquisition. This Agreement shall continue in effect until either a negotiated agreement for the purchase of the Subject Property Interests is reached and said property interests are transferred to CITY through escrow or a Final Order of Condemnation under Code of Civil Procedure Section 1268.030 is entered by the court and recorded by CITY.

8.3 The Parties agree and acknowledge that in the event CITY and OWNER do not reach a negotiated settlement in connection with CITY's acquisition of the Subject Property Interests within 180 days of the Effective Date of this Agreement, CITY may commence an eminent domain proceeding. OWNER reserves all of its rights regarding the payment of just compensation in any such eminent domain proceeding. OWNER, however, agrees not to object to CITY's filing of any such eminent domain proceeding to acquire the Subject Property Interests by eminent domain. In any such proceeding, OWNER will not challenge CITY's right to take or assert that CITY's use of the Subject Property Interests for the construction of the Project is an unlawful taking. The OWNER agrees that the only issue in any such proceeding will be the amount of just compensation that CITY will pay for the Subject Property Interests, including, but not limited to any claims for cost-to-cure damages, severance damages, and the fair market value of the Subject Property Interests.

8.4 If CITY fails to file an eminent domain proceeding within 360 days of the Effective Date of the Agreement and the Parties have not reached a negotiated agreement for the CITY's purchase of the Subject Property Interests, then OWNER shall be entitled to file an inverse condemnation proceeding. CITY agrees that in any such inverse condemnation proceeding under this Operative Provision 8.4, the only issue shall be the amount of just compensation owed by CITY to OWNER and CITY shall not challenge liability. This provision, however, does not impact CITY's rights on the issue of liability for precondemnation damages or to dispute OWNER's entitlement to such damages in any such inverse condemnation proceeding.

9. DATE OF VALUATION. The Parties agree that in any eminent domain proceeding filed by CITY to acquire the Subject Property Interests, the date of valuation for determining the amount of just compensation for the Subject Property Interests will be the date on which CITY files the Complaint in Eminent Domain.

10. INTEREST. If CITY files an eminent domain proceeding to acquire the Subject Property Interests, any compensation awarded in an eminent domain proceeding shall draw interest as prescribed by California Code of Civil Procedure Section 1268.310, et seq. The OWNER would be entitled to receive interest on any sum received as just compensation whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the Effective Date of Possession described above in Operative Provision 1.2. and ending on the earliest of the dates as provided in Code of Civil Procedure Section 1268.320. The Parties, agree and acknowledge, however, that the interest on any portion of the Compensation Amount that is withdrawn by OWNER will end on the date on which OWNER withdraws such portion of the Compensation Amount from the Subject Escrow because OWNER is entitled to use said funds on the date of withdrawal. Interest shall accrue on the Compensation Amount from the date of deposit to the date of withdrawal as prescribed by California Code of Civil Procedure Section 1268.310, et seq.

11. MEMORANDUM OF POSSESSION AND USE. The Parties agree that CITY is authorized to record in the Official Records of the County of Los Angeles a Memorandum of Possession and Use Agreement in a form mutually acceptable to the Parties.

12. NOTICES AND DEMANDS. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the address(es) provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To CITY:	City of Maywood 4319 E Slauson Avenue Maywood, CA 90270
Copy to:	Richards, Watson & Gershon Attn.: Roxanne Diaz 350 S. Grand Avenue, 37th Floor Los Angeles, California 90071 Telephone: 213.626.8484 Electronic Mail: rdiaz@rwglaw.com
To OWNER:	Tony Y. Kim and Joung-Sun Kim Soon-Ai Kim _____ _____ Telephone: _____ Electronic mail: _____

13. MISCELLANEOUS.

13.1 *Counterparts; Copies.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Except as required for recordation, the Parties shall accept copies of signatures, including, without limitation, electronically transmitted (for example, by e-mail, facsimile, PDF or otherwise) signatures.

13.2 *Captions.* Any captions to, or headings of, the articles, sections, subsections, paragraphs, or subparagraphs or other provisions of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the

interpretation or determination of the validity of this Agreement or any provision of this Agreement.

13.3 *Exhibits.* The Exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

13.4 *Governing Law; Venue.* This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in the Superior Court of the County of Los Angeles.

13.5 *Successors and Assigns.* This Agreement, and any right or obligation herein and therein, shall inure to the benefit of the successors and assigns of the Parties.

13.6 *Ratification.* This Agreement is subject to the approval and ratification by the Buyer's governing body or its delegated representative.

13.7 *Severability.* If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

13.8 *Construction.* This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction(s) described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

CITY:

City of Maywood

Date: _____

By: _____
Jennifer Vasquez, City Manager

Attest:

City Clerk

APPROVED AS TO FORM:

Roxanne M. Diaz, City Attorney

OWNER:
Tony Y. Kim and Joung-Sun Kim
Soon-Ai Kim

Date: _____

By: _____
Tony Y. Kim

Date: _____

By: _____
Joung-Sun Kim

Date: _____

By: _____
Soon-Ai Kim

EXHIBIT "A"
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

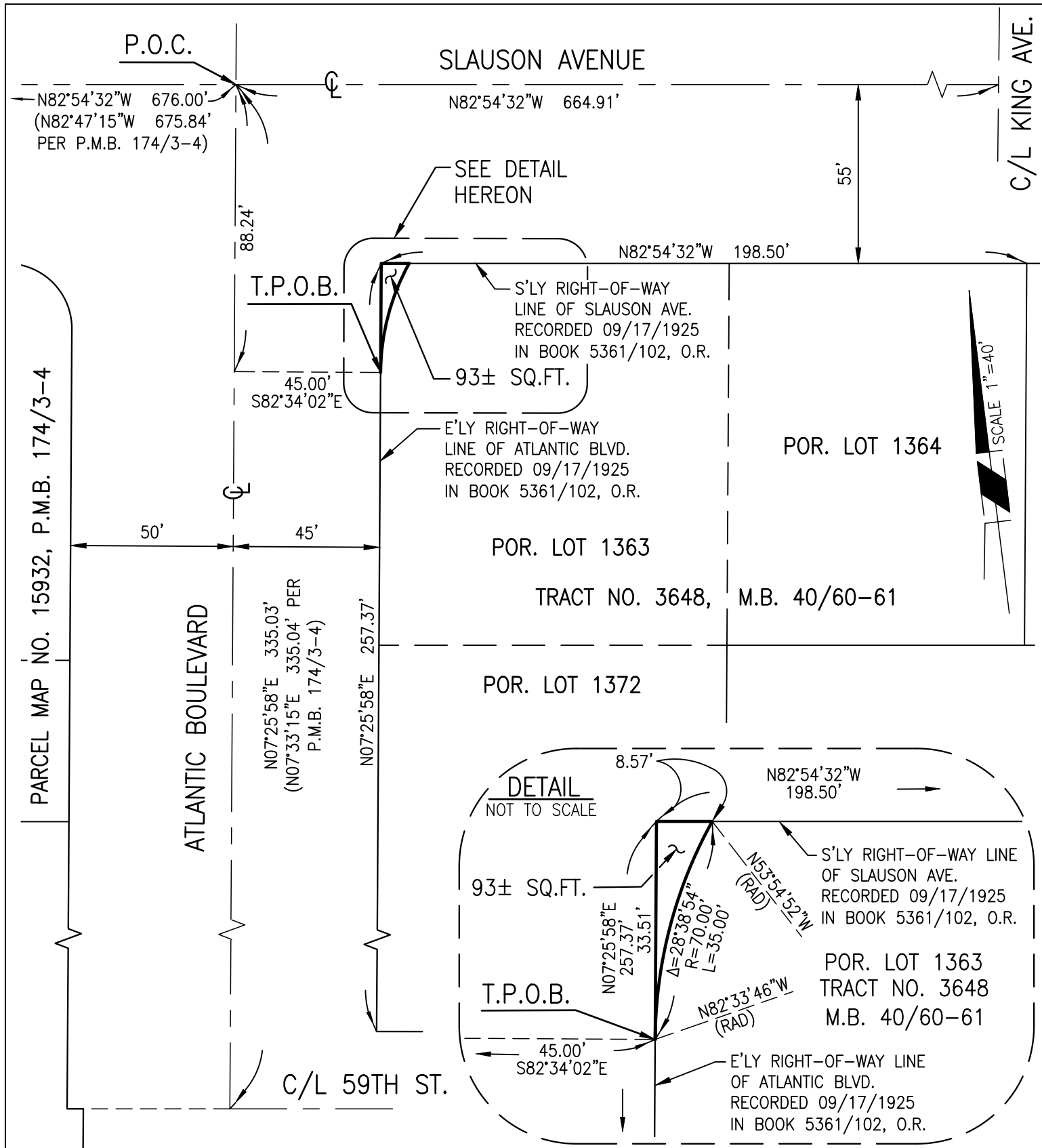
GREGORY C. SEBOURN, P.L.S. 8395

DATE

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



EXHIBIT “B”
DEPICTION OF PERMANENT RIGHT-OF-WAY EASEMENT



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



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-1”
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

EXHIBIT "A"
LEGAL DESCRIPTION

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

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



EXHIBIT “B-1”
DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 14.

DATE: September 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES SUPERVISOR

SUBJECT: CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM MAYWOOD ACADEMY HIGH SCHOOL MARCHING BAND IN THE AMOUNT OF \$7,000.00

RECOMMENDATION:

Staff recommends that the City Council approve the Community Benefit Fund Application from Maywood Academy High School Marching Band in the amount of \$7,000.00.

BACKGROUND:

The Application is dated July 24, 2024, and was received by email from the applicant. The City of Maywood has established a "Community Based Fund" to support community-based programs and activities. Applicant eligibility is determined by the City's Community Benefit Fund Guidelines and Procedures ("Guidelines") for the distribution of funds to eligible organizations that provide community-based programs, community activities and educational activities.

Community Benefit Funds Approved by City Council for Maywood Academy High School Marching Band:

- **Fiscal Year 2023/2024:** The City Council approved **\$7,000** to support bus transportation to various events, equipment repair, parade entry fees, and special guest instructors.
- **Fiscal Year 2022/2023:** The City Council approved **\$7,000** for bus transportation, instrument repairs, parade entry fees, and guest music instructors.
- **Fiscal Year 2021/2022:** The City Council approved **\$5,000** for transportation to events and equipment purchases and repairs.
- **Fiscal Year 2020/2021:** The City Council approved **\$600** to provide bus transportation for the 4th of July Celebration parade.

The City's funding has enabled the Maywood Academy Marching Band to participate in various competitions outside their community. One of the band's most notable achievements was performing at the Chinese New Year Parade in San Francisco, recognized as the tenth-largest parade in the world. At this prestigious event, the band proudly represented the City of Maywood, showcasing their talent, dedication, and community spirit.

This remarkable accomplishment not only highlights the band's commitment to musical excellence but also underscores their pride in representing Maywood on such a prominent stage. The City's support has had a lasting impact, expanding these young musicians' horizons and bringing recognition to our community.

DISCUSSION:

The applicant, Maywood Academy High School Marching Band, is requesting funds to cover bus transportation to various events, competition fees, equipment repairs, uniform cleaning, hotel accommodations, color guard equipment, and staff overtime hours.

Qualification Review

Per the grant guidelines, to apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include, but are not limited to, educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. In addition, per the Grant guidelines, grants will be awarded in a maximum amount of no more than \$15,000.00.

The applicant, Maywood Academy High School Marching Band, has been in existence since 2019 and serves students in grades 9–12 at a school located within the City. The program meets all grant requirements and is eligible for funding.

Maywood Academy High School Marching Band is eligible as it offers cultural and educational activities through music. The program provides Maywood students the opportunity to perform outside their community, gain valuable performance experience, and interact with individuals from other areas in Los Angeles and Southern California, helping to prepare students for college and enhancing their overall quality of life.

Accordingly, based on the documentation provided by the applicant in support of their application, staff recommends that the City Council approve their request.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The City's budget includes \$75,000 in the Community Benefit Fund for fiscal year 2024/2025. To date, no funds have been expended from this account. Therefore, there is an adequate budget available, and no additional budget appropriation is needed.

F.Y. 24-25 Impact: \$7,000.00	Current F.Y. Budget: \$75,000
Fund Impacted: 100-General Fund	Budget adjustment requested: \$0
Source of funds: 302 - Community Services	Updated Account Budget:
Account Number: 6301 - Community Benefit Fund	For fiscal year: 2024/2025

ATTACHMENT(S)

1. MA_Marching_Band_CBF_24_25
2. CBF Guidelines&Procedures_Revised_July_2024

CITY OF MAYWOOD
COMMUNITY BENEFIT FUND APPLICATION

Please Type/Print Information
(attach additional pages as needed)

Date: July 24, 2024

Application Funding Cycle

Application Due Date

- ☐ Q1: July 1 – September 30
☒ Q2: October 1- December 31
☐ Q3: January 1 - March 30
☐ Q4: April 1 - June 30

June 1
September 1
December 1
March 1

Amount Requested: 7,000

Organization Name: <u>Maywood Academy Marching Nighthawks</u>	Phone Number: <u>818 633-0656</u>
Street Address: <u>6125 Pine Ave.</u>	Fax Number:
City, State, Zip: <u>Maywood CA 90270</u>	Federal EIN:
Contact Person: <u>Reginald A. Smith</u>	
Contact Email Address: <u>ras9950@laUSD.net</u>	

Provide a detailed description of your organization. For example, are you a school, school-based or affiliated entity, youth program, community based organization, etc.

We are Maywood's Marching Band. We have become Maywood's Music ambassador. We seek to continue to represent the City of Maywood to the world!

Does your organization have non-profit status with the Internal Revenue Service? world!
Yes ☒ No ☐ (If yes, attach documentation)

How long has this organization been in existence (provide date)?

The Marching Band was established in June 2019 and we have been supporting the City of Maywood from day one.

Is the organization located/based in Maywood or does it provide programs or services to Maywood residents? Yes ☒ No ☐ If yes, please explain.

We represent our community, our school, our families and ourselves at all locations we compete. We traveled to the beautiful City of San Francisco to participate in the Chinese New Year Parade and to promote the City of Maywood.

Describe how the requested funds will be used? Attach a proposed budget.

Funds will be used for Transportation cost, Competition Fees, Uniform Cleaning cost, Hotel cost, Instrument repair cost, Color guard equipment cost, Staff cost for extra hours.

What is the anticipated time-frame to provide the proposed program, service, event activity or goods and the expenditure of the requested funds?

If we are granted approval, the funds will be needed October 1st 2024. We anticipate this time frame will put the band in the heart of its competition season.

Describe the organization's efforts in obtaining funding from other sources?

We have done T.V. Taping, Car washes, Parent donations, and food sales -

How will the requested funds have a benefit to Maywood residents?

We take pride in being the City of Maywood's Marching Band - it's our hope that our parents and other community member feel the same pride in our beautiful City as we do. Maywood Pride!!!

How will the requested funds enhance the quality of life or the delivery of services for Maywood residents?

We provide a quality Musical experience for our students. Delivering a quality program our students will be prepared for college. We work to raise students' expectation. I believe this will impact future residents of Maywood.

How will the requested funds provide educational opportunities for Maywood residents or students?

The Funds will allow students the opportunity to perform outside of their community and gain experience and opportunity to meet other students from other areas in Los Angeles County and beyond.

Has your organization previously received funding from the City of Maywood?

Yes ☒ No ☐ If yes, identify the use of the funds, total amount, and fiscal year in which the funds were received.

yes - we received 7,000 - used for Transportation - comp fees, U-haul rental truck to carry the instruments etc

Is a member of your organization's board or executive leadership a City employee, an elected or appointed City official, or a family member of a City employee or elected or appointed City official? Yes ☐ No ☒ If yes, please explain.

By my signature below, I hereby certify, under penalty of perjury, that I am qualified to sign for and bind the named organization and that the information contained within and submitted with this application is complete, true and accurate. I have received a copy of the Community Benefit Fund Guidelines and Procedures and agree to abide by its provisions. If awarded funding, an agreement will be required to be executed.

Date: July 24, 2024	Signature: Reginald A. Smith			
Print Name and Title: Reginald A. Smith Director of Bands				
Date Received	Eligibility Verified	Date Approved	Date Denied	Amount Awarded

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

I. BACKGROUND

The City of Maywood has established a “Community Benefit Fund” to support community based programs and activities.

II. PURPOSE

The purpose of this policy is to provide guidelines and procedures for the distribution of public funds, which will in turn fund community programs, activities and educational activities conducted by Eligible Organizations that meet the requirements and guidelines set forth by the City Council in this policy.

III. ELIGIBILITY AND POLICY

A. Eligible Organizations. The requesting organization must be: (1) a non-profit agency as defined by the Internal Revenue Service (IRS) with a tax exempt status of 501(c)(3) and is in good standing in the State of California based in the City or provides programs or services to residents of the City; a school or school-based/affiliated organization located in the City; or other City-based organization such as athletic organizations or community groups (collectively called “Eligible Organizations”); (2) must be in existence prior to submittal of an application; and (3) must have a record of successfully providing the type of service, activity or program for which funding is requested.

B. Eligible Services and Activities. To apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include but are not limited to educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. **Grants will be awarded in maximum amounts of no more than \$15,000.**

C. Restrictions and Ineligible Organizations.

1. Grants shall not be used for religious activities or political campaigning purposes or activities.

2. A non-profit entity, a school or school-based/affiliated organization or other City-based organizations such as athletic organizations or community groups that have

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

as a member of their board or executive leadership a City employee, a City elected or appointed official or members of their family, are not eligible to apply for a Community Benefit Fund grant. Family members include spouse or domestic partner, child, parent, grandparent, grandchild, cousin, aunt, uncle, sibling, niece, nephew, parent-in-law, brother-in-law or sister-in-law, as well as all step relationships.

D. City Projects. This policy does not preclude the City from undertaking and funding projects on its own initiative that would be a benefit to the community.

IV. APPLICATION PROCEDURES

A. Submittal of an Application. Applicants must use the Community Benefit Fund application form. Forms are available on the City website at www.cityofmaywood.org and at Maywood City Hall at 4319 E. Slauson Avenue, Maywood, CA 90270. Applications may be requested by email at claudia.zavala@cityofmaywood.org

B. Application Deadline. The City Council will have quarterly application cycles available to consider requests contingent upon monies being available under the program. The application cycles and deadlines are as follows:

	<u>Application Cycle</u>	<u>Application Deadline</u>
Quarter 1:	July 1 - September 30	June 1
Quarter 2:	October 1 - December 31	September 1
Quarter 3:	January 1 - March 30	December 1
Quarter 4:	April 1 - June 30	March 1

The application must be submitted by 5:00 p.m. on the applicable deadline date addressed to: City of Maywood, Attention: Community Benefit Fund via City Manager's Office, 4319 E. Slauson Avenue, Maywood, CA 90270.

C. General Information.

1. Applicants may apply for funds during any application cycle. Notwithstanding, funds must be requested and spent during the same fiscal year in which the award was approved by the City Council.
2. Organizations may submit only one application per fiscal year.
3. Funding to an Eligible Organization will not constitute a precedent for contributions in subsequent fiscal years.

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

V. EVALUATION OF APPLICATION AND SELECTION PROCESS

A. Review of Applications. Following the application deadline, City Staff will review the applications. Applicants may be contacted if further information is requested, to answer questions, clarify their application, etc. All applications will be evaluated to ensure that the applicant is an "Eligible Organization" and that purpose for which the grant is sought is consistent with this policy. Applications and recommendations of Staff, if any, will be presented to the City Council during a regular scheduled City Council meeting for the Council's consideration and approval.

B. City Council Action. The City Council will take final action on award of all grants and maintains the discretion to fund in whole or in part any request or not to fund any or all requests during the Application Cycle. Alternatively, the City Council may hold-over any application into the next Application Cycle. In the case of multiple applications that are competing for limited available funds, consideration may be given to applications based on the following criteria: (i) the number of residents who are expected to benefit, participate in or be positively impacted by the program; (ii) the performance of the applicant in prior years, including demonstrated fiscal responsibility and compliance with applicable requirements; (iv) the amount of funding previously award to the applicant or the program or event in prior years; and (v) the total amount of funding requested as a proportion of the total available funds for the applicable fiscal year.

VI. POST AWARD REQUIREMENTS

A. Agreement. All Eligible Organizations elected to receive funds will be required to sign and execute an agreement with the City of Maywood.

B. Reporting. Eligible Organizations must complete a report, within 45 days of fund expenditure, describing the use of the grant and amount expended, the number of participants in the event or program, copies of any publicity of the event or program, and a narrative regarding the benefit to the City of Maywood. The City reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were expended. Failure to submit this required report will make the Eligible Organization ineligible for allocation of future funds until the required report is submitted. These reports will be reviewed and taken into account for evaluating subsequent funding proposals from that entity.

C. Request for Funds. The Eligible Organization receiving the funds is responsible for submitting a funds request to the City's Finance Director and shall allow the City up to 30 days to process the request. If a third-party vendor is the recipient of the funds (i.e. bus company used for field trip), then the request shall include the information regarding that vendor including their Tax Identification Number and the check shall be made payable to that vendor. If the grant is to be used to purchase tangible goods or services, the City has the discretion to purchase the goods or services directly and

**CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES**

pass-through the goods or services to the Eligible Organization rather than provide the funding.

D. Return of Funds to the City. Unexpended funds must be returned to the City at the end of the fiscal year. Funds must also be returned to the City if the City determines that the applicant has not performed in accordance with the approved application listing the use of the funds.

E. Failure to Abide by Policy. The failure of an Eligible Organization to abide by this Policy will result in the Eligible Organization being denied for funding in the future.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 15.

DATE: September 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CLAUDIA ZAVALA, COMMUNITY SERVICES SUPERVISOR

BY: JENNIFER VASQUEZ, CITY MANAGER

SUBJECT: CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM SOUTHEAST RIO VISTA YMCA IN THE AMOUNT OF \$10,000

RECOMMENDATION:

Staff recommends that the City Council discuss and provide direction to staff regarding the Community Benefit Fund Application from Southeast Rio Vista YMCA for the amount of \$10,000.

BACKGROUND:

The Application is dated July 12, 2024, and was received by email from the applicant. The City of Maywood has established a "Community Based Fund" to support community-based programs and activities. Applicant eligibility is determined by the City's Community Benefit Fund Guidelines and Procedures ("Guidelines") for the distribution of funds to eligible organizations that provide community-based programs, community activities and educational activities.

Community Benefit Funds Approved by City Council for the Southeast Rio Vista YMCA:

Fiscal Year 2023/2024: City Council approved **\$10,000** to send 12 low-income Maywood families to camp. The cost per family was \$645, which included all meals.

Fiscal Year 2022/2023: City Council approved **\$10,000** for three Grab n' Go events:

- Back-to-School (500 backpacks)
- Turkey Giveaway (250–300 frozen turkeys)
- Toy Giveaway (500 toys)

Fiscal Year 2021/2022: City Council approved **\$10,000** for three special events:

- Trunk-or-Treat (pumpkins and candy)
- Turkey Giveaway (frozen turkeys)
- Toy Giveaway (toys for 400 youth)

Fiscal Year 2020/2021: City Council approved **\$10,000** to support staffing for basic needs provisions, including Senior Food Deliveries, Distance Learning Center, and Grab & Go meal distributions for Maywood youth and families.

This year, the Southeast Rio Vista YMCA is requesting City funding for the Youth & Government program. This would be the first time the City supports this initiative.

DISCUSSION:

In 2023, the Youth & Government program registered a total of nineteen (19) teens, with twelve (12) from Maywood and seven (7) from outside the city.

On Thursday, September 12, 2024, an informational meeting was held, with fourteen (14) participants in attendance, all of whom were Maywood residents. Of those, six (6) have already registered for the program.

The applicant, Southeast Rio Vista YMCA is seeking financial support to allow fourteen (14) low-income Maywood teens to participate in the Youth & Government program for free. Below is the proposed distribution of funds:

- **Cost per participant:** \$2,000.00
- **YMCA subsidy:** \$1285.71 per participant
- **City subsidy:** \$714.29 per participant

These funds will cover most program expenses, including uniforms, weekly meetings (with food provided), two trips to Camp Roberts, and one trip to Sacramento. All three trips will include training, transportation, lodging, and meals.

Qualification Review

Per the grant guidelines, to apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include, but are not limited to, educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. In addition, per the Grant guidelines, grants will be awarded in a maximum amount of no more than \$15,000.00.

According to the application, the Southeast Rio Vista YMCA, established in 1882 and located within the City, serves Maywood residents by offering a variety of programs, including education, dance, recreation, sports, senior services, youth programs, and health services. The programming meets all grant requirements and is eligible for funding.

The Southeast Rio Vista YMCA is eligible for support due to its educational programs, specifically the Youth & Government program. This program empowers underserved and underrepresented Maywood teens, especially those facing financial challenges, by ensuring their participation regardless of their ability to pay. Youth & Government is an extracurricular activity aimed at transforming young people into informed, engaged, and responsible citizens, fostering future leaders, and promoting a more inclusive and vibrant democracy.

Accordingly, based on the documentation provided by the applicant in support of their application, staff recommends that the City Council approve their request.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

F.Y. 24-25 Impact: \$10,000.00	Current F.Y. Budget: \$75,000
Fund Impacted: 100 - General Fund	Budget adjustment requested: \$0
Source of funds: 302 - Community Services	Updated Account Budget:

ATTACHMENT(S)

1. YMCA_CBF_APP_24_25
2. Southeast-Rio Vista YMCA YG Budget thru 2024
3. Southeast-Rio Vista YMCA Operating Budget for FY 2023
4. Y&G flyer2024
5. CBF Guidelines&Procedures_Revised_July_2024

CITY OF MAYWOOD

COMMUNITY BENEFIT FUND APPLICATION

Please Type/Print Information
(attach additional pages as needed)

Application Funding Cycle

Date of Application: July 12, 2024

- ☒ Q1: July 1 – September 30
☐ Q2: October 1- December 31
☐ Q3: January 1 - March 30
☐ Q4: April 1 - June 30

Amount Requested: \$10,000.00

Organization Name: Southeast Rio Vista YMCA	Phone Number: 323.588.2256
Street Address: 4801 E. 58th Street	Fax Number:
City, State, Zip: Maywood CA. 90270	Federal EIN: 95-1644052
Contact Person: Gerry Salcedo	
Contact Email Address: gerardosalcedo@ymcala.org	

Provide a detailed description of your organization. For example, are you a school, school-based or affiliated entity, youth program, community based organization, etc. The mission of the Southeast-Rio Vista YMCA, in conjunction with the YMCA of Metropolitan Los Angeles, is dedicated to nurturing the potential of every individual, promoting healthy living, and fostering a sense of social responsibility. Our vision is a community where all people, especially low-income and underserved youth, are encouraged to develop their fullest potential in spirit, mind, and body. At the Southeast-Rio Vista YMCA, we are committed to offering programs and services tailored to meet the unique needs of our local community. Recognizing the diverse nature of our area, we strive to be an inclusive organization that is a microcosm of our broader society. Our programs are designed to empower youth, improve health, and strengthen community bonds. We aim to be a leading voice for youth development, healthy living, and social responsibility in the Southeast-Rio Vista area.

Does your organization have non-profit status with the Internal Revenue Service?

Yes ☒ No ☐ (If yes, attach documentation)

How long has this organization been in existence (provide date)? 139 years – since 1882

Is the organization located based in Maywood or does it provide programs or services to Maywood residents? Yes ☒ No ☐ If yes, please

explain. The Southeast-Rio Vista YMCA (SERV Y) is one of the YMCA's Cradle to Career Success branches in the core of urban LA County where communities are among the most in need of health, fitness, and community programs for youth, families, and seniors. The SERV Y provides quality, year-round sports and fitness programming for youth, including those who could not otherwise access any; wellness programming to families who often lack access to nutrition education and safe, free play space; a variety of senior programs, including health and wellness activities, volunteer opportunities, and even meal support; services to immigrant populations via its New American Welcome Center (NAWC); and, more.

Describe how the requested funds will be used? Attach a proposed budget.

Our purpose is simple: to engage all undeserved and underrepresented teens in our service are in our remarkable Youth & Government ("Y&G") civic education and engagement youth development program. Our focus is on teens suffering from the impacts of financial insecurity, especially those facing housing crises or lack of essential quality-of-life services, such as access to healthy food and a safe environment in which to thrive. We seek to include all interested students within our shared neighborhoods to participate in this life-changing program regardless of their ability to pay for enrollment. Middle-school teens will join our Model United Nations initiative, while high-school youth take part in our Model Legislature and Court program. Over 50 years have passed since the 26th Amendment lowered the voting age to 18, yet the promise of this visionary change remains unfulfilled. Many young adults, especially from marginalized communities, are not introduced to the democratic process until they turn 18, often too late to foster a genuine interest or belief in their ability to effect change. This is further exacerbated by the fact that a significant number of California teens reside in "civic deserts," areas devoid of opportunities for meaningful civic engagement. The result? A generation of potential changemakers feeling disconnected from the very processes that shape their futures. The Youth & Government program, a state-wide initiative of the YMCA dating back to the late 1930s, offers teens a unique opportunity to engage in a youth-led democratic process, allowing them to create bills, advocate for policy changes, and develop campaigns that benefit their communities. While the program aims to develop young men and women into knowledgeable and active citizens determining the future of our democracy, there exists a significant underrepresentation of delegates from low-income communities of color, particularly from Southeast Los Angeles. Financial barriers often prevent these teens from participating, leading to an imbalance in representation. This underrepresentation can lead to a skewed representation in the program. As a result, the democratic process within the Youth & Government program is at risk of being dominated by the perspectives and interests of one demographic, primarily from white, affluent communities. This imbalance not only limits comprehensive civic education but also hinders the potential for a truly inclusive democratic process. Given that many areas within Southeast Los Angeles are considered "civic deserts," the need for representation and civic engagement is even more critical. In essence, the YMCA's Youth & Government program is not just an extracurricular activity; it's a transformative journey that molds young individuals into informed, active, and responsible citizens. By addressing the disparities in civic education and participation, Y&G is not only shaping the leaders of tomorrow but also ensuring a more inclusive, representative, and vibrant democracy.

Youth & Government is an immersive YMCA educational initiative designed for teens. It aims to foster an understanding of governmental processes and civic responsibility. Participants engage in activities like legislative simulations, public speaking, and leadership workshops. They learn about politics, law, and public policy, enhancing their critical thinking and communication skills. The program culminates in a model government event, where students enact roles in a simulated government, promoting civic engagement and community involvement. Y&G is instrumental in developing future leaders who are well-versed in the nuances of governance and public service.

The funds from Maywood Community Fund will significantly bolster our civic engagement capacity, amplifying our efforts to foster a more informed, active, and diverse generation of civic leaders in LA County. Firstly, the grant will directly address the financial barriers that have hindered participation from low-income Southeast Los Angeles (SELA) teens in the Youth & Government (Y&G) program. By providing scholarships and subsidies, we can ensure that every interested teen, irrespective of their financial background, can access this transformative civic education experience. This not only increases the number of youth engaged in civic activities but also ensures that the voices of underrepresented communities are included in civic dialogues. Secondly, the grant will enable us to expand our voter education, registration, and activation campaign, "Y We Vote." By incorporating voter education into the Y&G curriculum and hosting community registration drives, we are directly increasing the civic participation of our youth and their surrounding communities. This initiative will ensure that our delegates are not only educated about the democratic process but are also empowered to actively participate in it.

Lastly, the grant will enhance our outreach and training programs. With additional resources, we can organize more public speaking workshops, leadership training sessions, and community activism events. These activities are instrumental in building the confidence and skills of our youth, preparing them to take on leadership roles in their communities.

What is the anticipated time-frame to provide the proposed program, service, event activity or goods and the expenditure of the requested funds?
The Youth and Government program runs from August 2024 and ends in March of 2025.

Describe the organization's efforts in obtaining funding from other sources?

The Southeast-Rio Vista Y's revenue consists of Contributions (10%), subsidies from the YMCA of Metropolitan Los Angeles to underwrite the branch's financial aid to members and participants who cannot afford program fees (18%), Government Grants (23%), and Earned Revenue (including membership and participation fees for select programs (49%). Among other Southeast-Rio Vista Y efforts to grow and diversify current and future revenue needs are an annual appeal effort that has grown in success, a Gala event, a local government grants effort, a growing and revenue-generating preschool program, and the expansion of popular programs that generate fee-for-service revenue.

How will the requested funds have a benefit to Maywood residents?

The "Y&G" program has benefits which have positive and uplifting results for the participants, their families and surrounding communities as well. This is best exemplified by the experience of three of our Y&G high-school delegates, who were selected as Student Interns for the Maywood City Council. This type of "hands-on" engagement allows Y&G participants to have a keener grasp on the socio-economic realities of the area - and guides them to create positive change for all community members. Y&G offers a safe, peer-driven and memorable foundation for healthy behaviors and actions, while concurrently offering an alternative to potentially dangerous or destructive activities. Highlights of these positive outcomes for both participants and the SELA are include but are not limited to the following: Increased Civic Engagement and Educational Success: a staggering 96% of Y&G alumni register to vote, with 86% actively participating in recent elections. The program's influence extends to higher education and community involvement, with 88% of participants earning a bachelor's degree and many serving on volunteer boards. Holistic Youth Development: Y&G offers SELA teens a "wrap-around" platform for healthy development - from public speaking and critical writing workshops to leadership training. In addition, every participant has access the Y services like food distribution, tutoring, access to safe, secure high-speed internet, digital devices, safe recreational facilities, and more to provide mind-body-spirit support and improve positive health outcomes during their participation.

Proven Skills Development: Over its 75-year tenure in the California YMCA, Y&G has empowered more than 100,000 teens across the state, instilling in them civic knowledge, awareness, and action. The program's immersive experience allows participants to understand the legislative process, identify community issues, and equip themselves with tools for change.

How will the requested funds enhance the quality of life or the delivery of services for Maywood residents?

This type of "hands-on" engagement allows Y&G participants to have a keener grasp on the socio-economic realities of the area - and guides them to create positive change for all community members. Y&G offers a safe, peer-driven and memorable foundation for healthy behaviors and actions, while concurrently offering an alternative to potentially dangerous or destructive activities. Highlights of these positive outcomes for both participants and the SELA are include but are not limited to the following: Increased Civic Engagement and Educational Success: a staggering 96% of Y&G alumni register to vote, with 86% actively participating in recent elections. The program's influence extends to higher education and community involvement, with 88% of participants earning a bachelor's degree and many serving on volunteer boards. Holistic Youth Development: Y&G offers SELA teens a "wrap-around" platform for healthy development - from public speaking and critical writing workshops to leadership training. In addition, every participant has access the Y services like food distribution, tutoring, access to safe, secure high-speed internet, digital devices, safe recreational facilities, and more to provide mind-body-spirit support and improve positive health outcomes during their participation.

How will the requested funds provide educational opportunities for Maywood residents or students? Over the past decade, the Southeast-Rio Vista Y has placed a special focus on supporting the most under-resourced neighborhoods, where community members in Maywood are in profound need of access to affordable programs and services, and where more than half of all members depend on scholarships to cover program fees. Due to the location of this Y in a historically disinvested community, Maywood residents have had relatively limited access to private individuals and/or businesses who are able to invest significantly in their capacity. The program's influence extends to higher education and community involvement, with 88% of participants earning a bachelor's degree and many serving on volunteer boards. Holistic Youth Development: Y&G offers SELA teens a "wrap-around" platform for healthy development - from public speaking and critical writing workshops to leadership training. In addition, every participant has access the Y services like food distribution, tutoring, access to safe, secure high-speed internet, digital devices, safe recreational facilities, and more to provide mind-body-spirit support and improve positive health outcomes during their participation.

Has your organization previously received funding from the City of Maywood? Yes ☒ No ☐

If yes, identify the use of funds, total amount, and fiscal year

The Southeast-Rio Vista YMCA received support from the City of Maywood to support with COVID-19 relief efforts for City of Maywood community members through a \$20,000 grant in 2020, and a \$10,000 grant in 2021 and 2022. In 2023 \$10,000 for Family Camp.

Is a member of your organization's board or executive leadership a City employee, an elected or appointed City official, or a family member of a City employee or elected or appointed City official? Yes ☐ No ☒ If yes, please explain.

By my signature below, I hereby certify, under penalty of perjury, that I am qualified to sign for and bind the named organization and that the information contained within and submitted with this application is complete, true and accurate. I have received a copy of the Community Benefit Fund Guidelines and Procedures and agree to abide by its provisions. If awarded funding, an agreement will be required to be executed.

Date: July 12, 2023		Signature: Gerry Salcedo		
Print Name and Title: Gerry Salcedo, Executive Director				
Date Received	Eligibility Verified	Date Approved	Date Denied	Amount Awarded

Mode
 Entity
 Year
 Period End
 Scenario
 Format

Account
 10-810-0552 - Y&G - Model Legislature/Court
 FY2024
 DEC
 BUDGET
 9. MULTI YEAR

Description	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2024 FORECAST
T5000 Government Grants	0	0	0	65,000	80,000	0	0
T5300 Program Service Fees	6,908	9,581	0	6,910	23,695	4,065	0
T4000 Revenue	6,908	9,581	0	71,910	103,695	4,065	0
T6100 Salaries & Wages	4,164	0	19,958	37,367	49,355	33,911	0
T6200 Employee Benefits	416	0	3,337	5,498	8,481	3,504	0
T6300 Payroll Taxes	589	0	2,190	4,367	5,537	3,990	0
T6400 Professional/Contract Fees	0	0	0	0	7,600	0	0
T6500 Supplies	2,276	1,269	3,244	4,793	5,150	5,285	0
T6600 Postage & Shipping	9	0	0	0	0	0	0
T6801 Telephone	0	0	0	156	269	0	0
T6809 Building & Utilities	0	0	3,800	0	3,000	0	0
T6900 Equipment	311	0	0	0	0	0	0
T7200 Vehicle & Employee Travel	18,548	19,056	5,484	2,597	7,907	9,130	0
T7300 Training Conference & Meeting	11,763	12,565	1,705	0	1,381	1,130	0
T7500 Dues	41	0	0	0	0	0	0
T6010 Expenses - Non Provisions & Transfers	38,118	32,890	39,716	54,779	88,679	56,950	0
NET1 Net Before Prov & Trfs & Other	-31,210	-23,309	-39,716	17,131	15,016	-52,885	0
T8800 Intra Transfers	0	0	1,300	0	0	0	0
T6000 Expenses	38,118	32,890	41,016	54,779	88,679	56,950	0
Net Surplus/(Deficit)	-31,210	-23,309	-41,016	17,131	15,016	-52,885	0

Southeast-Rio Vista YMCA Operating Budget for FY 2023

Description	SERV 04 04-810
Contributions	203,000
Subsidies	509,831
Government Grants	621,596
Membership	293,971
Program Fees	32,205
TOTAL REVENUES	1,660,603
Salaries, Taxes & Benefits	1,168,489
Occupancy & Equipment	403,910
Other Expenses	476,179
TOTAL EXPENSES	2,048,578
NET SURPLUS/(DEFICIT)	(387,975)



I really liked all of the people and the encouragement to speak without any judgment.

—Sarah Weaver, Diablo Valley

Y&G helped me find my voice.

—Bodhi Brunings, Central Coast-Salinas Valley

Model Legislature & Court (MLC)

Since 1948, California YMCA Youth & Government has provided high school youth throughout California an unmatched hands-on learning experience based on California's legislature, courts, and critical aspects of civic engagement.

The program allows teen participants to collaborate with peers, make new friends, and build skills such as critical thinking, public speaking, persuasive writing, and research through weekly local delegation meetings and two multi-day in-person events.

Save the Dates

November 8–11, 2024 at San Miguel, CA
February 14–17, 2025 at Sacramento, CA

It [MLC] is great practice and insight into our actual state legislature and has been a great way to connect with other delegates across California on topics we feel passionately about.

—Sol Jordan, Da Vinci Science

Delegate Leadership 77th Model Legislature & Court



Itzak Salazar
Youth Governor



Briana Alagba
Secretary of State



Brooke Drew
Chief Justice

Contact your local Y to become a Y&G delegate and learn more about youth and teen programs!



CALIFORNIA YMCA
Youth & Government

@delegationserv_



100 of 310

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

I. BACKGROUND

The City of Maywood has established a “Community Benefit Fund” to support community based programs and activities.

II. PURPOSE

The purpose of this policy is to provide guidelines and procedures for the distribution of public funds, which will in turn fund community programs, activities and educational activities conducted by Eligible Organizations that meet the requirements and guidelines set forth by the City Council in this policy.

III. ELIGIBILITY AND POLICY

A. Eligible Organizations. The requesting organization must be: (1) a non-profit agency as defined by the Internal Revenue Service (IRS) with a tax exempt status of 501(c)(3) and is in good standing in the State of California based in the City or provides programs or services to residents of the City; a school or school-based/affiliated organization located in the City; or other City-based organization such as athletic organizations or community groups (collectively called “Eligible Organizations”); (2) must be in existence prior to submittal of an application; and (3) must have a record of successfully providing the type of service, activity or program for which funding is requested.

B. Eligible Services and Activities. To apply for a grant under the City Community Benefit Fund, the Eligible Organization must provide a program, service, activity, event or other similar activities that have a benefit to the residents of the City of Maywood or the specified target group within the City by: (i) enhancing the quality of life or the delivery of services in the City; or (ii) providing educational opportunities for the residents or students of the City. Categories of services and activities eligible for grants include but are not limited to educational programs, cultural activities (i.e. music, art, dance, recreation), youth athletics, civic projects, health and safety programs, services sponsored by Maywood community organizations and public services (i.e. senior services, youth programs, health services). If the request relates to a community event, the event must be advertised and open to the public. **Grants will be awarded in maximum amounts of no more than \$15,000.**

C. Restrictions and Ineligible Organizations.

1. Grants shall not be used for religious activities or political campaigning purposes or activities.

2. A non-profit entity, a school or school-based/affiliated organization or other City-based organizations such as athletic organizations or community groups that have

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

as a member of their board or executive leadership a City employee, a City elected or appointed official or members of their family, are not eligible to apply for a Community Benefit Fund grant. Family members include spouse or domestic partner, child, parent, grandparent, grandchild, cousin, aunt, uncle, sibling, niece, nephew, parent-in-law, brother-in-law or sister-in-law, as well as all step relationships.

D. City Projects. This policy does not preclude the City from undertaking and funding projects on its own initiative that would be a benefit to the community.

IV. APPLICATION PROCEDURES

A. Submittal of an Application. Applicants must use the Community Benefit Fund application form. Forms are available on the City website at www.cityofmaywood.org and at Maywood City Hall at 4319 E. Slauson Avenue, Maywood, CA 90270. Applications may be requested by email at claudia.zavala@cityofmaywood.org

B. Application Deadline. The City Council will have quarterly application cycles available to consider requests contingent upon monies being available under the program. The application cycles and deadlines are as follows:

	<u>Application Cycle</u>	<u>Application Deadline</u>
Quarter 1:	July 1 - September 30	June 1
Quarter 2:	October 1 - December 31	September 1
Quarter 3:	January 1 - March 30	December 1
Quarter 4:	April 1 - June 30	March 1

The application must be submitted by 5:00 p.m. on the applicable deadline date addressed to: City of Maywood, Attention: Community Benefit Fund via City Manager's Office, 4319 E. Slauson Avenue, Maywood, CA 90270.

C. General Information.

1. Applicants may apply for funds during any application cycle. Notwithstanding, funds must be requested and spent during the same fiscal year in which the award was approved by the City Council.
2. Organizations may submit only one application per fiscal year.
3. Funding to an Eligible Organization will not constitute a precedent for contributions in subsequent fiscal years.

CITY OF MAYWOOD COMMUNITY BENEFIT FUND GUIDELINES AND PROCEDURES

V. EVALUATION OF APPLICATION AND SELECTION PROCESS

A. Review of Applications. Following the application deadline, City Staff will review the applications. Applicants may be contacted if further information is requested, to answer questions, clarify their application, etc. All applications will be evaluated to ensure that the applicant is an "Eligible Organization" and that purpose for which the grant is sought is consistent with this policy. Applications and recommendations of Staff, if any, will be presented to the City Council during a regular scheduled City Council meeting for the Council's consideration and approval.

B. City Council Action. The City Council will take final action on award of all grants and maintains the discretion to fund in whole or in part any request or not to fund any or all requests during the Application Cycle. Alternatively, the City Council may hold-over any application into the next Application Cycle. In the case of multiple applications that are competing for limited available funds, consideration may be given to applications based on the following criteria: (i) the number of residents who are expected to benefit, participate in or be positively impacted by the program; (ii) the performance of the applicant in prior years, including demonstrated fiscal responsibility and compliance with applicable requirements; (iv) the amount of funding previously award to the applicant or the program or event in prior years; and (v) the total amount of funding requested as a proportion of the total available funds for the applicable fiscal year.

VI. POST AWARD REQUIREMENTS

A. Agreement. All Eligible Organizations elected to receive funds will be required to sign and execute an agreement with the City of Maywood.

B. Reporting. Eligible Organizations must complete a report, within 45 days of fund expenditure, describing the use of the grant and amount expended, the number of participants in the event or program, copies of any publicity of the event or program, and a narrative regarding the benefit to the City of Maywood. The City reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were expended. Failure to submit this required report will make the Eligible Organization ineligible for allocation of future funds until the required report is submitted. These reports will be reviewed and taken into account for evaluating subsequent funding proposals from that entity.

C. Request for Funds. The Eligible Organization receiving the funds is responsible for submitting a funds request to the City's Finance Director and shall allow the City up to 30 days to process the request. If a third-party vendor is the recipient of the funds (i.e. bus company used for field trip), then the request shall include the information regarding that vendor including their Tax Identification Number and the check shall be made payable to that vendor. If the grant is to be used to purchase tangible goods or services, the City has the discretion to purchase the goods or services directly and

**CITY OF MAYWOOD
COMMUNITY BENEFIT FUND
GUIDELINES AND PROCEDURES**

pass-through the goods or services to the Eligible Organization rather than provide the funding.

D. Return of Funds to the City. Unexpended funds must be returned to the City at the end of the fiscal year. Funds must also be returned to the City if the City determines that the applicant has not performed in accordance with the approved application listing the use of the funds.

E. Failure to Abide by Policy. The failure of an Eligible Organization to abide by this Policy will result in the Eligible Organization being denied for funding in the future.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 16.

DATE: September 24, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: STEVE FOWLER, DIRECTOR OF BUILDING AND PLANNING

SUBJECT: CONSIDERATION OF APPROVAL FOR ISSUANCE OF A SPECIAL EVENT PERMIT TO BELL CHAMBER OF COMMERCE LOCATED AT 4801 E. 58TH STREET FOR A FUNDRAISER AND DIRECTION REGARDING CONDITIONS OF APPROVAL AS RECOMMENDED IN THE STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council find that the application for the special event permit for the fundraising event at Southeast Rio Vista YMCA located at 4801 E. 58th Street meets the criteria set forth in the Maywood Municipal Code (MMC) Section 5-15-04(j) and therefore approves the special even permit subject to the conditions of approval set forth in the agenda report.

BACKGROUND:

The Bell Chamber of Commerce will be holding a fundraising event to assist the YMCA with funding various activities. The event will take place in the parking lot adjacent to the pool facilities and Heliotrope Avenue. The event is open to the public, and they do not have an entrance fee. The fundraiser attractions include fresh produce and boutique vendors, two food trucks and DJ music.

Section 5-15.02 of the MMC requires City Council approval of a permit for an organized assemblage of 75 or more persons at any public place, property, or facility which to gather for a common purpose under the direction or control of a person. The fundraiser is anticipating to have approximately 200 attendees during the event.

DISCUSSION:

The Chamber of Commerce will be hosting an event with booth activities, food trucks, DJ music and no on-site parking. The event is proposed to take place on Friday, October 25, 2024.

- Event Set Up: Friday, October 25, from 12 p.m. to 2 p.m.
- Event: Friday, October 25, from 3 p.m. to 8 p.m.
- Event Takedown: Friday, October 25, from 8 p.m. to 9 p.m.

All events will be held within the grounds of the YMCA. The chamber of commerce event will have vendors offering produce and boutique items. There will be two food trucks preparing food on-site. The sanitation facilities for the event will be provided by the YMCA on the event grounds. The chamber of commerce will provide the required general liability insurance and name the City as an additional insured on the policy.

The chamber of commerce has not indicated on-site parking or security for the event grounds. Staff has provided recommended conditions of approval as follows:

- Provide a site plan indicating the size and location of all tents, tarps, and stages for possible permitting issuance.
- Must obtain all approvals and permits from Los Angeles County Public Health and City of Maywood Building & Planning.
- The site must be in full compliance with the approved plan(s), including but not limited to the location of any generators and booths.
- The amplified sound system is only to be used until 10 p.m., in accordance with the City of Maywood Municipal Code Noise Control Section: 5-23.07.
- Must obtain written inspection and approval from appropriate agencies.
- The sale of alcoholic beverages on the subject property is prohibited at all times.
- All Health Department approvals required for the sale and serving of food shall be obtained not less than two days prior to the start of the event.
- The event area should be cordoned off from vehicle traffic.
- Approved cable bridges shall be provided for electrical cables where subject to physical damage.
- Generators and other internal combustion power sources shall be separated from tents or structures by no less than 20 feet and shall be isolated (e.g. protected by physical barriers such as fencing, enclosure, or other approved means) from contact with the public.
- Provide the required liability insurance in the amounts approved by the City's Risk Manager and name the City an additional insured. Submit evidence of coverage prior to the event.
- The Director of Building and Planning is authorized to impose any other conditions either prior or during the event to safeguard the public health, safety and welfare of the participants and/or community. In such case, the Director shall provide the applicant with the conditions in writing.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. Special Event App for YMCA Oct 2024



Maywood Building & Planning Department
4319 E. Slauson Avenue
Maywood, CA 90270
(323) 562-5722
(323) 773-2806 Fax
www.cityofmaywood.com

Permit No. _____
Permit Fee: _____

SPECIAL EVENT PERMIT APPLICATION

Applications shall be filed not less than sixty (60) calendar days, nor more than one (1) year before the time it is proposed to conduct the special event except that applications for block party permits shall be filed at least ten (10) working days prior to the event, and except that applications for expressive activities shall be filed:

Permitted Activity Involves Use of	Must be Filed Within Specified Number of Working Days Prior to the Event
Streets, highways and thoroughfares	7
Rights-of-way other than sidewalks	5
Sidewalks	3
Parks	3
All other areas	3

If the event is being held on behalf of any organization, the event organizer shall file a letter from said organization authorizing the organizer to apply for the permit on its behalf and certifying that the event organizer and its principal shall be held financially responsible for any City fees, departmental services charges or costs that may lawfully be imposed for the event.

EVENT ORGANIZER:

Full Name: Adolfo Varas
Mailing Address: 4800 Gage Ave
Business Name: Bell Chamber of Commerce
Location of Event: Southeast Rio Vista Ymea
Phone: 323-776-7839 Email: varasadolfo@gmail.com

ORGANIZATION (IF ANY):

Name: Southeast Rio Vista Ymea
Mailing Address: 4801 E. 58th Street
Phone: 213 500 8697 Website: _____

STATEMENT OF PURPOSE: (Please describe the event and the purpose for holding the event. If more space is needed please attach a separate sheet of paper).

Community Event - Farmers Market - Free Resources, Entertainment, Fundraiser Opportunity for YMCA -

DIAGRAM OF LOCATION OR ROUTE MAP FOR PARADE OR SIMILAR EVENT: (Please show a layout of the event location depicting structures, facilities, spectator or assembly areas, staging areas, etc. If a parade or similar event, the specific route with a map and narrative of the route. Attach a separate sheet).

DATE(S) OF EVENT: Friday October 25, 2024

TIME(S) OF EVENT: (set-up time and take-down) set up 12pm - 2pm - Start of event 3pm - 8pm - Breakdown 8pm - 9pm

NUMBER OF PERSONS EXPECTED TO ATTEND PROPOSED EVENT? 200

WILL A FEE BE CHARGED TO ATTEND/PATICIPATE IN PROPOSED EVENT? NO -

STATEMENT OF FEES (IF ANY): _____

SPECIAL DETAILS: (List number and types of vehicles, live music, amplified sound, animals, etc.) _____

DJ music, 2 Food trucks, 10 Boutique vendors 10 Fresh produce vendors 5 Resource vendors

The City will refer the application to such appropriate City departments as deemed necessary from the nature of the application for review, evaluation, investigation and recommendations by the departments regarding approval or disapproval of the application.

CERTIFICATION: I understand and agree to abide by all of the Special Event Permit regulations of the City of Maywood and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit. I understand that I/we shall be financially responsible for any City fees, departmental service charges or costs that may lawfully imposed for the event.

I shall procure and maintain in full force and effect during the term of the permit a policy of insurance from a reliable insurance company authorized to do business in the State, which policy includes the City, its boards, officers, agents and employees as named insureds or additional named insureds and which provides the coverage that the City determines to be necessary, reasonable and adequate under the circumstances.

I also agree to defend, protect, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all claims, damages, expenses, loss or liability of any kind or nature whatsoever arising out of, or resulting from, the alleged acts or omissions of permittee, its officers, agents or employees in connection with the permitted event or activity; and the permit shall expressly provide that the

permittee shall, at permittee's own cost, risk and expense, defend any and all claims or legal actions that may be commenced or filed against the City, its officers, agents or employees, and that permittee shall pay any settlement entered into and shall satisfy any judgment that may be rendered against the City, its officers, agents or employees as a result of the alleged acts or omissions of permittee or permittee's officers, agents or employees in connection with the uses, events or activities under the permit.


Applicant's Signature

9/16/24
Date

FOR STAFF USE ONLY

Conditions of Approval: _____

Proof of Insurance: _____

☐ Approved	_____	_____	_____
	Building and Planning	Date	Comments
☐ Approved	_____	_____	_____
		Date	Comments
☐ Approved	_____	_____	_____
		Date	Comments

