



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

TUESDAY, DECEMBER 17, 2024 AT 5:30 PM

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

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Eddie De La Riva

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/83472410615> AND VIA THE CITY'S FACEBOOK PAGE.

Public Participation Options:

1. **In-Person:** Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA
2. **Before the Meeting:** Public comment will be accepted for the record in advance

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

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

IV. CLOSED SESSION

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

V. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

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

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

VII. 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.

1. MINUTES OF THE NOVEMBER 19, 2024, REGULAR CITY COUNCIL MEETING
2. REVENUE REPORT NOVEMBER 2024
3. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL NOVEMBER 2024
4. CONSIDERATION OF ADOPTING RESOLUTION NO. 6392 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT
5. ACCEPTANCE OF CITY HALL MARQUEE SIGN REPLACEMENT PROJECT, CITY

PROJECT NO. 6311

6. CONSIDERATION OF RESOLUTION NO. 6393 OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD APPROVING THE PROPOSED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2026
7. REJECTION OF BIDS FOR THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF AND HSIP CYCLE 11 FUNDED TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT
8. CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO CJ CONCRETE CONSTRUCTION, INC FOR FISCAL YEAR 2024-2025 SIDEWALK REHABILITATION PROJECT CDBG PROJECT NO. 602676-24 FOR A TOTAL AMOUNT OF \$59,109.00
9. CONSIDERATION OF ADOPTING RESOLUTION NO. 6394 OF THE CITY OF MAYWOOD CERTIFYING AND DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION CONDUCTED ON NOVEMBER 5, 2024

VIII. PRESENTATIONS

103RD BIRTHDAY RECOGNITION FOR CONCEPCION LOPEZ

RECOGNITION OF SERVICE AND AWARD PRESENTATION TO OUTGOING CITY CLERK BRIAN E. JUAREZ

RECOGNITION OF SERVICE AND AWARD PRESENTATION TO OUTGOING CITY TREASURER MARY MARISCAL

RECOGNITION OF SERVICE AND AWARD PRESENTATION TO OUTGOING COUNCIL MEMBER JESSICA TORRES

RECOGNITION OF SERVICE AND AWARD PRESENTATION TO MAYOR EDDIE DE LA RIVA

ADMINISTRATION OF OATHS OF OFFICE AND PRESENTATION OF CERTIFICATES OF ELECTION

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE

IX. REORGANIZATION

10. SELECTION AND APPOINTMENT OF A NEW MAYOR / CHAIR AND MAYOR PRO TEM / VICE CHAIR

X. DISCUSSION/ACTION ITEMS

- 11. DISCUSSION AND ACTION ON CITY COUNCIL APPOINTMENTS TO EXTERNAL BOARDS AND COMMITTEES**

XI. 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.

- XII. ADJOURNMENT** - The next Regular Meeting of the Maywood City Council is scheduled for January 22, 2025, 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.





MEETING MINUTES

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

TUESDAY, NOVEMBER 19, 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 called the meeting to order at approximately 5:30 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 (Present)

III. **MEETING PROCEDURES**

THIS MEETING WAS HELD IN PERSON.

THE MEETING WAS AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/89475112776> AND VIA THE CITY'S FACEBOOK PAGE.

IV. **CLOSED SESSION – City Attorney Diaz read the City Council into Closed Session for the items mentioned below. City Attorney Diaz announced that Council Member Torres will not be participating in the first Closed Session item due to living in close proximity of the property under discussion. Mayor De La Riva called the City Council into recess. Upon return, City Attorney Diaz announced there was no reportable action.**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS, GOVERNMENT CODE SECTION 54956.8; 5102 DISTRICT AVENUE AND 5110 DISTRICT AVENUE (SUCCESSOR AGENCY TO FORMER MAYWOOD COMMUNITY DEVELOPMENT COMMISSION); SUCCESSOR AGENCY NEGOTIATOR: JENNIFER VASQUEZ, CITY MANAGER; NEGOTIATING PARTIES: CESAR CHAVEZ FOUNDATION AND WPH HOLDINGS, LLC; UNDER NEGOTIATION: PRICE AND TERMS OF PAYMENT

CONFERENCE WITH LEGAL COUNSEL, ANTICIPATED LITIGATION, INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4): NUMBER OF POTENTIAL CASES:
2

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 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

The City Council provided their comments.

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

No public participation.

VII. PRESENTATIONS

CITY OF MAYWOOD AWARDED THE 2024 BEACON SPOTLIGHT AWARD
Nikita Sinha, Program Manager, from the Institute for Local Government provide a Beacon Award presentation honoring the City of Maywood in addressing climate change and implementing policies and programs.

RECOGNITION OF THE HALLOWEEN HOME DECORATING CONTEST WINNERS
Mayor De La Riva announced the winners of the Home Decorating Contest. Only the 1st (Guadalupe Jimenez) and 3rd place (Antonio Lagos) winners were in attendance.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT: CITY UPDATE
Special Assignment Deputy SantaCruz provided the City Council with a City update for the month of October. City Council provided their comments.

VIII. CONSENT CALENDAR – Council Member Marquez made a motion to approve consent items 1 – 9, and there was a second by Council Member Garcia. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

1. MINUTES OF THE OCTOBER 23, 2024, REGULAR CITY COUNCIL MEETING
2. MINUTES OF THE OCTOBER 23, 2024, SPECIAL CITY COUNCIL MEETING

3. REVENUE REPORT OCTOBER 2024
4. MONTHLY CASH AND INVESTMENT REPORT TO THE CITY COUNCIL OCTOBER 2024
5. CONSIDERATION OF ADOPTING RESOLUTION NO. 6390 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. 6391 OF THE CITY OF MAYWOOD CITY COUNCIL TO APPROVE A WAIVER OF A FILM PERMIT APPLICATION FEE FOR A STUDENT FILM PRODUCTION LOCATED AT 5824 HELIOTROPE AVENUE IN THE AMOUNT OF \$450.00 FOR THE CALIFORNIA STATE UNIVERSITY OF NORTHRIDGE FILM STUDENTS (CSUN MIKE CURB COLLEGE OF ARTS, MEDIA, AND COMMUNICATION)
7. CONSIDERATION TO APPROVE THE THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND THE GATEWAY WATER MANAGEMENT AUTHORITY IN A TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$94,417.26 FOR FISCAL YEAR 2024/25 THROUGH FISCAL YEAR 2026/27
8. CONSIDERATION OF ACCEPTING THE PERMANENT LOCAL HOUSING ALLOCATION YEAR 3 – SHELTER BEDS PROGRAM GRANT FUNDS FROM THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY AND APPROVE THE CONTRACT FOR SAID FUNDING
9. CONSIDERATION OF GRANT ACCEPTANCE FROM THE OFFICE OF TRAFFIC SAFETY (OTS) FOR THE MAYWOOD DISTRACTED DRIVING PREVENTION AND EDUCATION PROGRAM

IX. DISCUSSION/ACTION ITEMS

10. CONSIDERATION OF THE PROPOSED CITY EVENTS AND PROGRAMMING SCHEDULE FOR CALENDAR YEAR 2025
City Manager Jennifer Vasquez provided a report for the City Council. City Council provided their comments. No action on this item. Staff received further direction.
11. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM CSU FULLERTON/CREAL/CSUF PHILANTHROPIC FOUNDATION IN THE AMOUNT OF \$15,000 FOR COLLEGE SCHOLARSHIPS THAT WILL BE AWARDED AT THE MAYWOOD EDUCATION FAIR, AND SUPPLIES\ PRIZES\GIVEAWAYS TO BE USED AT THE MAYWOOD EDUCATION FAIR
City Council provided comments on this item. Motion to approve this item by Mayor De La Riva to approve this item and there was a second by Mayor Pro Tem Aguiluz. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.
12. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND

APPLICATION FROM MAYWOOD CENTER FOR ENRICHED STUDIES (MACES) IN THE AMOUNT OF \$15,000 TO SUPPORT THE MACES MUSIC PROGRAM, THE ACADEMIC READING AND MATHEMATICS INCENTIVE PROGRAM AND TO COVER FIELD FEES FOR SOFTBALL AND BASEBALL TEAMS

Council provided their comments. Motion to approve the item by Council Member Garcia and there was a second by Council Member Torres. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.

13. CONSIDERATION OF THE RENEWAL OF A COMMERCIAL CANNABIS MICROBUSINESS LICENSE FOR CHRON MAYWOOD, LLC.
City Manager Jennifer Vasquez provided a report for the City Council. City Council provided their comments. Motion to conditionally approve this item by Mayor De La Riva to approve this item for a one-year term set to expire December 8, 2025, and there was a second by Council Member Marquez. AYES: De La Riva, Aguiluz, Garcia, Marquez, Torres. Motion passed 5-0.
14. DISCUSSION AND DIRECTION REGARDING THE FILLING OF THE CITY CLERK AND CITY TREASURER POSITIONS PURSUANT TO GOVERNMENT CODE SECTION 36512 CAUSED BY NO CANDIDATES IN THE RECENT ELECTION
Item was pulled.

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

The following provided public comment:

1. David Perez

- XI. ADJOURNMENT – Mayor De La Riva adjourned the meeting at approximately 6:40 p.m. The next Regular Meeting of the Maywood City Council is scheduled for Tuesday, December 17, 2024, at 6:00 p.m. in the City Council Chambers.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 2.

DATE: December 17, 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 NOVEMBER 2024

RECOMMENDATION:

Staff recommends that the City Council receive and file the Revenue Report for the months of July - November 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 – November 2023 and July – November 2024 and explanations in the "**Comments**" column.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. July 2024 - November 2024 City of Maywood FY 2024-2025 General Fund
2. July 2024 - November 2024 City of Maywood FY 2024-2025 Special Revenue Fund

Year-To-Date Revenue Report-General Fund

FY 2024-2025

As of November 30, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - November 2023	July - November 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(C/A)	
Taxes:							
4203/ 4302	Franchise & Collectors Fee	\$ 570,000	\$ 104,696	\$ 105,133	\$ 437	18.44%	Received 1st Quarter(Collected Quarterly)
Various	Property Taxes	814,022	27,455	55,158	27,703	6.78%	Major payments receive in December and March.
4211	Utility Users Tax	1,400,000	497,302	537,056	39,754	38.36%	Received in the following month.
4206	Transfer Tax	16,000	4,378	10,945	6,568	68.41%	Based on activities.
4202	Transient Occupancy Tax (TOT)	105,000	32,285	23,634	(8,651)	22.51%	Received Quarterly.
4212	Cannabis Sales Tax	1,750,000	183,519	74,284	(109,235)	4.24%	Received Quarterly.
4201	Sales and Use Tax (Retail Sales Tax)	2,335,201	621,902	496,661	(125,241)	21.27%	Received in the following month.
Taxes Total		\$ 6,990,223	\$ 1,471,536	\$ 1,302,870	\$ (168,666)	18.64%	
Licenses & Permits:							
4301	Compliance Program Fee	\$ 45,000	\$ -	\$ -	\$ -	0.00%	Payment received in March annually.
Various	Plumbing, Electrical & Conditional/Land Used Permits	13,600	6,628	5,479	(1,149)	40.28%	Permits fluctuate based on activities.
4305	Public Works Permit Fees	150,000	38,940	54,420	15,480	36.28%	Fees fluctuate based on activities.
Various	Other Fees & Permits	24,154	10,779	10,543	(236)	43.65%	Fees fluctuate based on activities.
4320	Occupancy Permits	600	597	1,165	568	194.23%	Fees fluctuate based on activities.
4313	Building Permits	50,000	19,780	33,352	13,572	66.70%	Fees fluctuate based on activities.
4307	Commercial Cannabis Renewal Fees	74,250	14,850	14,850	-	20.00%	Five business licenses: one due in December and four due in April.
4322	Parking Permits	63,000	10,150	37,462	27,312	59.46%	Parking Permits issued during Sept.
4311	Apartment License	20,000	191	320	129	1.60%	Majority of payments are received in January-March.
4205	Business License Tax	240,000	6,711	16,147	9,436	6.73%	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	\$ 108,625	\$ 173,738	\$ 65,113	3.99%	
Charges for Services:							
4704	Plan Check Fees	58,000	46,982	23,725	(23,256)	40.91%	Fees fluctuate based on activities.
4702	Rents & Concessions	23,800	9,923	9,923	-	41.69%	Monthly payments.
Charges for Services Total		\$ 81,800	\$ 56,905	\$ 33,648	\$ (23,256)	41.14%	

Year-To-Date Revenue Report-General Fund

FY 2024-2025

As of November 30, 2024

Acct #	Account Description	Adopted Budget FY 2024-25	July - November 2023	July - November 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(C/A)	
Fines and Forfeitures:							
4401	Penalties: Apt & Bus License	\$ 9,000	\$ 1,501	\$ 3,166	\$ 1,665	35.17%	Penalties generally occur after February.
4404	Southeast Municipal Court (SEMC)/ Court Collections	220,000	84,219	81,948	(2,271)	37.25%	Monthly Payments.
4403	Citations: Administrative	5,000	1,700	2,800	1,100	56.00%	Code Enforcement Citations fluctuate based on activities.
4402	Citations: Parking	412,000	89,855	127,688	37,833	30.99%	Fees fluctuate based on activities. Payments are received two months after the citations are paid to third party.
Fines and Forfeitures Total		\$ 646,000	\$ 177,275	\$ 215,602	\$ 38,327	33.37%	
Leases and Concessions:							
4501	Leased Property Rental Income	\$ 61,400	\$ 24,586	\$ 22,543	\$ (2,043)	36.72%	Payments received monthly.
Leases and Concessions Total		\$ 61,400	\$ 24,586	\$ 22,543	\$ (2,043)	36.72%	
Miscellaneous:							
4817	Good Corporate Citizen Program	\$ 20,000	\$ -	\$ -	\$ -	0.00%	Payment received in March.
4803	Interest Income	475,000	140,744	187,468	46,724	39.47%	Internal allocations are done quarterly.
Various	Miscellaneous Revenue	72,900	2,488	120,632	118,144	165.48%	Budgeted based on prior year's actual.
4800	Transfer In -General	495,705	-	-	-	0.00%	Internal allocations are done annually.
Miscellaneous Revenue Total		\$ 1,063,605	\$ 143,232	\$ 308,100	\$ 164,868	28.97%	
Pension/Retirement Fund:							
4830	Retiree Pension Levy	\$ 1,300,000	\$ 13,642	\$ 22,435	\$ 8,793	1.73%	Majority of payments are received in January & June, following the ROPS distribution.
Retiree Pension Levy Total		\$ 1,300,000	\$ -	\$ 22,435	\$ 8,793	1.73%	
General Fund Revenue Total		\$ 14,494,145	\$ 1,982,159	\$ 2,078,937	\$ 83,136	14.34%	

Year-To-Date Revenue Report-Special Revenue Funds
FY 2024-2025
As of November 30, 2024

Fund #	Fund Description	Adopted Budget FY 2024-25	July - November 2023	July - November 2024	Variance	% YTD Revenue Received to Adopted Budget	Comments
		A	B	C	=(C-B)	=(A/C)	
212	Gas Tax Fund	\$ 721,127	\$ 249,059	\$ 259,212	\$ 10,153	35.95%	Received monthly.
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	163,416	179,197	15,781	27.86%	Received monthly.
221	Proposition A Transit Fund	690,396	279,437	266,636	(12,801)	38.62%	Received monthly.
222	Proposition C Transit Fund	582,762	233,805	222,523	(11,282)	38.18%	Received monthly.
223	Air Quality Management District (AQMD) Fund	35,300	-	-	-	0.00%	Received quarterly.
224	Measure R Transit Fund	429,999	173,746	165,851	(7,896)	38.57%	Received monthly.
225	Measure M Transit Fund	498,766	195,671	188,141	(7,530)	37.72%	Received monthly.
232	Supplemental Law Enforcement Services Fund (SLESF) Grant	100,000	51,815	49,469	(2,346)	49.47%	Received monthly.
243	Community Development Block Grant (CDBG)	625,365	49,346	129,012	79,666	20.63%	Reimbursement based on actual expenditures.
251	Street Lighting Fund	174,520	2,454	598	(1,856)	0.34%	Payments start in November.
261	Federal / State / County Grants	18,732,814	252,035	495,456	243,421	2.64%	Reimbursement based on actual expenditures.
272	Measure A Park Fund	784,903	48,503	-	(48,503)	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	1,890	2,396	506	0.74%	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	\$ 1,701,177	\$ 1,958,490	\$ 257,314	7.76%	

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 3.

DATE: December 17, 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 NOVEMBER 2024

RECOMMENDATION:

Staff recommends that the City Council receive and file the attached cash and investment report for November 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 November 30, 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. November 2024 Cash and Investment Report

**City of Maywood, California
Cash and Investments Report
As of November 30, 2024**

Description	Type	Ending Balance as of 11/30/2024
A - Non-Investment Cash Accounts		
US Bank - Corporate Checking	Cash	\$ 1,490,048.59
Total Cash Accounts		<u>\$ 1,490,048.59</u>
B - Investment Accounts		
Local Agency Investment Fund (LAIF)	Pooled Money Investment Account (PMIA)	\$ 15,995,601.82
California Public Employees' Retirement System (CalPERS) California Employers' Retiree Benefit Trust (CERBT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$ 1,126,861.84
California Public Employees' Retirement System (CalPERS) California Employers' Pension Prefunding Trust (CEPPT)	Title 26 - U.S.C. 115 - Income of States, Municipalities, etc., Trusts	\$ 1,043,929.11
Total Investment Accounts		<u>\$ 18,166,392.77</u>
Total Cash and Investments		<u>\$ 19,656,441.36</u>

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 4.

DATE: December 17, 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: CONSIDERATION OF ADOPTING RESOLUTION NO. 6392 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 11/7/2024 through 12/6/2024, and adopt Resolution No. 6392 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 \$2,138,924.44 for the period of 11/7/2024 to 12/6/2024. This amount consists of Warrant Registers of \$1,993,324.22 ACH registers of \$376,793.16, and Payroll Wire Transfers of \$145,600.22.

ATTACHMENT(S)

1. Resolution No.6392 Approving the Warrants for Register 12.17.24
2. Exhibit A Summary Warrant Demand 12.17.24
3. Exhibit B Warrant Register Detail 12.17.24

RESOLUTION NO. 6392

**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 \$2,138,924.44 are hereby
ratified:

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

PASSED, APPROVED AND ADOPTED THIS 17^h day of December 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.6392, 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 17th day of December, 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, December 17, 2024

Accounts Payable		Amount
Accounts Payable void warrants for payment: Checks No. 092720, 092785, 092823, 092885		
Accounts Payable prepaid warrants for payment: Checks No. 092805 - 092827, 092829 - 092830, 092835 - 092838, 092842 - 092844, 092846 - 092847, 092851, 092855, 092864, 092867, 092872, 092874 - 092876, 092880, 09882, 09888 - 092889, 092894, 092897		\$ 317,409.42
Accounts Payable regular warrants for payment: Checks No. 092828, 092831 - 0928334, 092839 - 092840, 092845, 092848, 092850, 092852 - 092854, 092856 - 092863, 092865 - 092866, 092868 - 092871, 092873, 092877 - 092879, 092881, 092883 - 092886, 092890 - 092893, 092895 - 092896		\$ 1,299,121.64
Accounts Payable regular warrants for payment: ACH No. ACH-230 - ACH-241		\$ 376,793.16
Sub-total		\$ 1,993,324.22
Payroll /Wire Transfer		
11/21/24 Payroll Pay Period 11/3/2024 - 11/16/2024		\$ 65,366.56
12/05/24 Payroll Pay Period 11/17/2024 - 11/30/2024		\$ 80,233.66
Sub-total		\$ 145,600.22
Total Demands		<u>\$ 2,138,924.44</u>

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092805	P	11/15/2024	Penske Chevrolet of Cerritos	53,857.58	2025 Chevrolet Blazer EV	AQMD Fund	223
092806	P	11/22/2024	AT&T	30.44	Emergency Elevator Phone Svcs 10/10/24-11/9/24	General Fund	100
	P	11/22/2024	AT&T	35.14	Emergency Elevator Phone Svcs Oct 2024	General Fund	100
092807	P	11/22/2024	Brent Talmo	989.86	Retiree Medical Reimb Nov 2024	General Fund	100
092808	P	11/22/2024	Brinks Inc.	297.34	Armored Truck Svcs Nov 2024	General Fund	100
	P	11/22/2024	Brinks Inc.	110.15	Cash Handling Svcs Oct 2024	General Fund	100
092809	P	11/22/2024	Charter Communications Holdings, LLC	630.85	CH Internet and Phone Svcs Nov 2024	General Fund	100
	P	11/22/2024	Charter Communications Holdings, LLC	325.00	CY Internet and Phone Svcs Nov 2024	General Fund	100
092810	P	11/22/2024	Daisy Guerrero	115.76	State of the City - Stickers	General Fund	100
092811	P	11/22/2024	Dewey Pest Control	160.00	Pest Control Svcs Nov 2024	General Fund	100
092812	P	11/22/2024	Gateway Cities Council of Governments	17,325.00	Membership FY 2024-2025	General Fund	100
092813	P	11/22/2024	GWMA	15,000.00	Membership FY 2024-2025	General Fund	100
092814	P	11/22/2024	Graffiti Protective Coatings	1,289.00	Citywide Graffiti Removal Aug 2024	Gas Tax Fund	212
	P	11/22/2024	Graffiti Protective Coatings	16,711.00	Citywide Graffiti Removal Aug 2024	CDBG	243
092815	P	11/22/2024	Jhomayra Camacho	650.00	State of the City- Photography	General Fund	100
092816	P	11/22/2024	Regional TAP Service Center	1,382.40	Metro TAP Cards Oct 2024	Proposition C Fund	222
	P	11/22/2024	Regional TAP Service Center	1,286.40	Metro TAP Cards Sept 2024	Proposition C Fund	222
092817	P	11/22/2024	Maywood Car Wash	657.95	Fuel and Car Wash Sept 2024	General Fund	100
092818	P	11/22/2024	Metro Transit Services	39,427.56	Express Shuttle & Dial-A-Ride Transit Svcs Oct 2024	Proposition A Fund	221
092819	P	11/22/2024	Miguel Leon	829.58	MMASC Conference Reimb	General Fund	100
	P	11/22/2024	Miguel Leon	45.00	Parking Reimb Conference 10/22/24	General Fund	100
092820	P	11/22/2024	Party on a Penny Corp	2,853.76	State of the City - Decoration & Supplies	General Fund	100
092821	P	11/22/2024	QDoxs	44.90	Copier Base Charge 11/5/24-12/4/24	General Fund	100
	P	11/22/2024	QDoxs	129.90	Xerox Copiers Nov 2024	General Fund	100
092822	P	11/22/2024	Southeast Rio Vista YMCA	2,776.00	Swim Lessons Sept 2024	Local Fiscal Recovery Fund	273
	P	11/22/2024	Southeast Rio Vista YMCA	24,370.00	Summer Day Camp July - Aug 2024	Local Fiscal Recovery Fund	273
	P	11/22/2024	Southeast Rio Vista YMCA	7,630.00	Summer Day Camp June 2024	Local Fiscal Recovery Fund	273
	P	11/22/2024	Southeast Rio Vista YMCA	2,739.00	Water Aerobics: July - Sep 2024	Local Fiscal Recovery Fund	273
092824	P	11/22/2024	Sparkletts Drinking Water Corp	235.44	CH Drinking Water Nov 2024	General Fund	100
092825	P	11/22/2024	The Gas Company	29.90	4317 Slauson Ave 10/7/24 -11/6/24	General Fund	100
	P	11/22/2024	The Gas Company	19.89	4319 Slauson Ave 10/7/24 - 11/6/24	General Fund	100
	P	11/22/2024	The Gas Company	22.86	4323 Slauson Ave 10/7/24 - 11/6/24	General Fund	100
092826	P	11/22/2024	Xerox Financial Services	589.12	Copier Lease 10/30/24-11/29/24	General Fund	100
092827	P	11/22/2024	Southern California Edison	2,886.64	Various Locations Oct 2024	General Fund	100
	P	11/22/2024	Southern California Edison	41.86	5317 Atlantic Ave PED 10/15/24-11/13/24	Gas Tax Fund	212
	P	11/22/2024	Southern California Edison	120.38	5916 King Ave/5913 Mayflower Ave 10/8/24-11/5/24	Gas Tax Fund	212
	P	11/22/2024	Southern California Edison	1,735.53	Various Locations Oct 2024	Gas Tax Fund	212
	P	11/22/2024	Southern California Edison	11,074.29	Various Locations Oct 2024	Street Lighting Fund	251
092828		12/6/2024	A-A Backflow Testing	80.00	Backflow Device Testing - Maywood Park	General Fund	100
		12/6/2024	A-A Backflow Testing	95.00	Backflow Testing - YMCA	General Fund	100
092829	P	12/6/2024	Abigail Flores	18,900.00	Rental Assistance Program Dec 2024 to Feb 2026	Permanent Local Housing Allocation	501
092830	P	12/6/2024	ACC Business	829.96	Internet Svcs 10/11/24 -11/10/24	General Fund	100
092831		12/6/2024	Alta Environmental	2,042.99	Professional Svcs Oct 2024	Measure W Fund	280

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		12/6/2024	Alta Environmental	1,662.99	Professional Svcs Sept 2024	Measure W Fund	280
092832		12/6/2024	Amazon Capital Services	88.53	FD Date Stamp w/ Custom Text	General Fund	100
		12/6/2024	Amazon Capital Services	266.88	Tree Lighting Event - Supplies	General Fund	100
092833		12/6/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	6,256.25	iPad and Mobile Device Management	General Fund	100
		12/6/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,399.46	IT Software Subscriptions Dec 2024	General Fund	100
		12/6/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	2,418.50	IT Software Subscriptions Nov 2024	General Fund	100
		12/6/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	3,630.00	IT Svcs Dec 2024	General Fund	100
		12/6/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	3,630.00	IT Svcs Nov 2024	General Fund	100
		12/6/2024	Modern IT, Inc. dba Advanced Microcomputing Concepts, Inc.	1,881.25	PW Office Move - IT Internet/Security Installation	General Fund	100
092834		12/6/2024	BPR Consulting Group LLC	15,465.00	Professional Svc Oct 2024	General Fund	100
092835	P	12/6/2024	Brabant Realty & Management, Inc.	19,110.00	Rental Assistance Program Dec 2024 to Aug 2025	Permanent Local Housing Allocation	501
092836	P	12/6/2024	Brent Talmo	989.86	Retiree Medical Reimb Dec 2024	General Fund	100
092837	P	12/6/2024	Brian E. Juarez	300.00	City Clerk Stipend 12/17/24	General Fund	100
092838	P	12/6/2024	Bruce Leflar	1,207.90	Retiree Medical Reimb Dec 2024	General Fund	100
092839		12/6/2024	California Association of Code Enforcement Officers	80.00	CACEO Webinar	General Fund	100
092840		12/6/2024	California Consulting Inc.	3,725.00	Grant Writing Svcs Nov 2024	General Fund	100
092841		12/6/2024	Arturo Sanchez dba Calmex Graphics	1,905.75	FD - AP Checks	General Fund	100
092842	P	12/6/2024	Carlota Barro	1,000.00	C&D Recycling Compliance Measure Deposit Return	General Fund	100
092843	P	12/6/2024	Christine M. Locher	291.15	Retiree Medical Reimb Dec 2024	General Fund	100
092844	P	12/6/2024	Churros Don Abel, Inc.	2,800.00	Tree Lighting Event - Food Svcs	General Fund	100
092845		12/6/2024	City of Bell	7,969.00	LAC1 Shelter Bed July - Sept 2024	Permanent Local Housing Allocation	501
092846	P	12/6/2024	CivicPlus LLC	900.00	Online Code Hosting- 10/1/24 to 9/30/25	General Fund	100
092847	P	12/6/2024	CoreLogic Solutions LLC.	150.00	Property Finder Svcs Oct 2024	General Fund	100
092848		12/6/2024	California Parks & Recreation Society	555.00	CPRS California Park & Recreation Dues 2025	General Fund	100
092850		12/6/2024	Crosstown Electrical & Data Inc.	73.80	City Hall 10/11/24	General Fund	100
		12/6/2024	Crosstown Electrical & Data Inc.	2,613.63	Installed GFCI Receptacles 10/23/24	General Fund	100
		12/6/2024	Crosstown Electrical & Data Inc.	147.59	5970 Heliotrope Ave 10/11/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	1,030.07	5970 Heliotrope Ave 10/15/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	141.04	Atlantic Ave. & 55th St 10/1/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	358.76	Atlantic Ave. & 61 St 10/17/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	469.82	Atlantic Ave. & Randolph 10/31/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	442.77	Atlantic Ave. & Randolph St 10/4/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	591.09	Atlantic Blvd & 57th St 5/10/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	131.92	Atlantic Blvd & 58th St 5/10/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	258.14	Heliotrope Ave & Heliotrope Ave 10/11/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	147.59	Heliotrope Ave 10/15/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	756.03	Slauson Ave & Fishburn Ave 5/9/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	258.14	Slauson Ave & Heliotrope Ave 5/8/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	239.76	Slauson Ave & Loma Vista Ave 10/17/24	Gas Tax Fund	212

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		12/6/2024	Crosstown Electrical & Data Inc.	295.18	Slauson Ave & Loma Vista Ave 5/10/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	239.76	Slauson Ave & Loma Vista Ave 5/13/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	706.30	Slauson Ave & Maywood Ave 5/8/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	239.76	Slauson Ave & Woodlawn Ave 5/8/24	Gas Tax Fund	212
		12/6/2024	Crosstown Electrical & Data Inc.	3,392.01	City's Street Preventive Maintenance Oct 2024	Street Lighting Fund	251
092851	P	12/6/2024	CT&T Concrete Paving, Inc.	807.50	Baseball Field Improvement Project	Grant Fund	261
092852		12/6/2024	Daily Journal Corporation	140.00	Notice of A Public Hearing GPN Govt 10/25/24	General Fund	100
092853		12/6/2024	Dapeer, Rosenblit & Litvak, LLP	2,166.20	Municipal Code Enforcement Professional Svcs Oct 2024	General Fund	100
092854		12/6/2024	Dave and Frank Automotive	330.00	New Tires VIN#07470 11/15/24	General Fund	100
		12/6/2024	Dave and Frank Automotive	30.00	Tire Repair VIN#08062 11/5/24	General Fund	100
		12/6/2024	Dave and Frank Automotive	30.00	Tire Repair VIN#42171 11/13/24	General Fund	100
092855	P	12/6/2024	David Espinoza	20,000.00	Rental Assistance Program Dec 2024 to Mar 2026	Permanent Local Housing Allocation	501
092856		12/6/2024	Edward Ahrens	1,573.82	Retiree Medical Reimb Dec 2024	General Fund	100
092857		12/6/2024	Sqaure Signs LLC dba Fron Signs	97,749.30	City Hall Marquee Sign Replacement Project	Local Fiscal Recovery Fund	273
092858		12/6/2024	GameTime	206,861.32	Maywood Park Playground Improvement Project 10/21/24	Grant Fund	261
		12/6/2024	GameTime	36,527.02	Maywood Park Playground Improvement Project 10/25/24	Grant Fund	261
092859		12/6/2024	Graffiti Protective Coatings	5,232.93	Graffiti Bus Shelter Maint Oct 2024	Proposition C Fund	222
092860		12/6/2024	HD Supply formerly Home Depot Pro	303.16	Building Maint Materials	General Fund	100
092861		12/6/2024	Hub Cities Career Center Corporation	713.72	HUB Cities-Rental Assistance Program July 2024	Permanent Local Housing Allocation	501
		12/6/2024	Hub Cities Career Center Corporation	3,806.52	Rental Assistance Program Aug 2024	Permanent Local Housing Allocation	501
		12/6/2024	Hub Cities Career Center Corporation	5,356.01	Rental Assistance Program Sept 2024	Permanent Local Housing Allocation	501
092862		12/6/2024	IDS Group, Inc.	102,065.17	Teen Center Proj:Review/Evaluation-Sept 2024	Grant Fund	261
092863		12/6/2024	Innovative Fence Inc.	273.00	Temporary Fence Rental - District Property	Successor Agency Fund	611
092864	P	12/6/2024	Joseph Polselli	385.00	Tree Lighting Event- Santa Claus Performer	General Fund	100
092865		12/6/2024	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Svcs 10/16/24 - 11/15/24	General Fund	100
092866		12/6/2024	L.B. Johnson Hardware #1	27.32	CH - Duplicate Keys	General Fund	100
		12/6/2024	L.B. Johnson Hardware #1	328.49	Public Works - Power Tools	General Fund	100
		12/6/2024	L.B. Johnson Hardware #1	40.49	PW Supplies - Zip Ties	General Fund	100
		12/6/2024	L.B. Johnson Hardware #1	228.57	Xmas Decoration Supplies	General Fund	100
		12/6/2024	L.B. Johnson Hardware #1	43.77	Public Works Supplies	Gas Tax Fund	212
092867	P	12/6/2024	Mary Mariscal	50.00	Treasurer Stipend 12/17/24	General Fund	100
092868		12/6/2024	Tri-City Mutual Water Company	2,372.00	5950 Walker Ave Nov 2024	General Fund	100
092869		12/6/2024	Metropolitan Transportation Commission	2,000.00	Annual Subscription Street Saver 11/1/24 - 10/31/25	Proposition C Fund	222
092870		12/6/2024	Nationwide Environmental Services	7,537.00	Street Sweeping Svcs Nov 2024	Measure W Fund	280
092871		12/6/2024	North Star Landcare	6,050.00	Tree Maintenance Svcs Aug 2024	General Fund	100
092872	P	12/6/2024	Pamela Sanchez	1,000.00	C&D Recycling Compliance Measure Deposit Return	General Fund	100
092873		12/6/2024	Phoenix Group Information Systems	247.84	Admin Citations Processing Fee Sept 2024	General Fund	100
		12/6/2024	Phoenix Group Information Systems	20,863.09	Citations Processing Fees Sept 2024	General Fund	100
		12/6/2024	Phoenix Group Information Systems	25,670.07	Parking Permit Processing Fees Sept 2024	General Fund	100
092874	P	12/6/2024	Radco Ice LLC dba Kona Ice	1,750.00	Tree Lighting - Kona Ice Hot Chocolate	General Fund	100
092875	P	12/6/2024	RCK Investments, LLC	19,800.00	Rental Assistance Program Dec 2024 to May 2026	Permanent Local Housing Allocation	501

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
092876	P	12/6/2024	Revueltas Landscape Inc	4,500.00	Dodger Dream Field Maint July 2024	General Fund	100
092877		12/6/2024	Roadline Products Inc.	1,354.00	PW Dept - Paint (Red)	Gas Tax Fund	212
		12/6/2024	Roadline Products Inc.	206.22	PW Dept - U Bolts	Gas Tax Fund	212
092878		12/6/2024	Robert Leach	1,005.00	Retiree Medical Reimb Dec 2024	General Fund	100
092879		12/6/2024	Ron's Maintenance Inc	5,340.00	Catch Basin/Storm Drain Maint Nov 2024	Measure W Fund	280
092880	P	12/6/2024	Ronald Lindsey	1,422.62	Retiree Medical Reimb Dec 2024	General Fund	100
092881		12/6/2024	Richards Watson & Gershon	0.01	Legal Services-0001 May 2024	General Fund	100
		12/6/2024	Richards Watson & Gershon	13,511.21	Legal Services-0001 Oct 2024	General Fund	100
		12/6/2024	Richards Watson & Gershon	13,858.24	Legal Services-0010 Oct 2024	General Fund	100
		12/6/2024	Richards Watson & Gershon	621.60	Legal Services-0013 Oct 2024	General Fund	100
		12/6/2024	Richards Watson & Gershon	19,574.46	Legal Services-0015 Aug 2024	Grant Fund	261
		12/6/2024	Richards Watson & Gershon	20,964.82	Legal Services-0015 Oct 2024	Grant Fund	261
		12/6/2024	Richards Watson & Gershon	22,372.52	Legal Services-0015 Sept 2024	Grant Fund	261
092882	P	12/6/2024	Sergio Leon	2,800.00	Tree Lighting - Sound, DJ, Lights, Stage Rental	General Fund	100
092883		12/6/2024	SHERIFF'S DEPT COUNTY OF LOS ANGELES	490,860.55	Municipal Law Enforcement Svcs Oct 2024	General Fund	100
		12/6/2024	SHERIFF'S DEPT COUNTY OF LOS ANGELES	10,457.40	Municipal Law Enforcement Svcs Special Events 9/7/24	General Fund	100
092884		12/6/2024	Southeast Rio Vista YMCA	14,547.00	YMCA Programming- Swim, Sports and Family Camp July/Aug 2024	Local Fiscal Recovery Fund	273
092886		12/6/2024	Stantec Planning & Landscape Architecture	3,869.25	Stantec Planning & Landscape Architecture	Grant Fund	261
092887		12/6/2024	Staples Business Advantage	1,031.40	Color Toner Set	General Fund	100
092888	P	12/6/2024	T-MOBILE	585.07	Cell Phone Svcs 10/21/24-11/20/24	General Fund	100
092889	P	12/6/2024	U.S. Bank Corporate Payment System	9,348.74	Credit Card - 11/15/24 stmt	General Fund	100
092890		12/6/2024	UniFirst Corporation	52.40	Building Mat Svcs 11/15/24	General Fund	100
		12/6/2024	UniFirst Corporation	75.40	Building Supplies - Mat	General Fund	100
092891		12/6/2024	Unlimited Environmental, Inc.	8,829.21	5110 District Blvd Demo Proj	Successor Agency Fund	611
092892		12/6/2024	United States Conference of Mayors	2,257.00	U.S. Conf of Mayors Membership Jan - Dec 2025	General Fund	100
092893		12/6/2024	Van Lant & Fankhanel LLP	17,400.00	City's 2022-23 Annual Audit Services	General Fund	100
092894	P	12/6/2024	Vernon City of	26.14	Slauson/Downey 9/3/24-10/07/24	General Fund	100
092895		12/6/2024	Vortex Industries, LLC.	1,150.30	Repairs on Wood Door 10/25/24	General Fund	100
092896		12/6/2024	World Private Security Inc.	18,538.00	Crossing Guard Svcs Oct 2024	Gas Tax Fund	212
092897	P	12/6/2024	Southern California Edison	2,605.12	Various Locations Nov 2024	General Fund	100
		12/6/2024	Southern California Edison	15,885.21	Everett Ave Oct - Nov 2024	Gas Tax Fund	212
		12/6/2024	Southern California Edison	2,529.46	Various Locations Nov 2024	Gas Tax Fund	212
		12/6/2024	Southern California Edison	11,074.29	Various Locations Nov 2024	Street Lighting Fund	251
ACH-230		11/7/2024	California Joint Powers Insurance Authority	22,355.58	CJPIA Nov 2024	General Fund	100
ACH-231		11/8/2024	California Public Employees' Retirement System	8,684.74	CalPERS Contribution 10/06/2024-10/19/2024	General Fund	100
		11/8/2024	California Public Employees' Retirement System	932.87	CalPERS Contribution 10/06/2024-10/19/2024	Gas Tax Fund	212
		11/8/2024	California Public Employees' Retirement System	89.30	CalPERS Contribution 10/06/2024-10/19/2024	Proposition A Fund	221
		11/8/2024	California Public Employees' Retirement System	312.91	CalPERS Contribution 10/06/2024-10/19/2024	Proposition C Fund	222

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		11/8/2024	California Public Employees' Retirement System	102.18	CalPERS Contribution 10/06/2024-10/19/2024	Measure R Fund	224
		11/8/2024	California Public Employees' Retirement System	296.31	CalPERS Contribution 10/06/2024-10/19/2024	Measure M Fund	225
		11/8/2024	California Public Employees' Retirement System	726.04	CalPERS Contribution 10/06/2024-10/19/2024	CDBG	243
		11/8/2024	California Public Employees' Retirement System	22.92	CalPERS Contribution 10/06/2024-10/19/2024	Street Lighting Fund	251
		11/8/2024	California Public Employees' Retirement System	423.55	CalPERS Contribution 10/06/2024-10/19/2024	Local Fiscal Recovery Fund	273
		11/8/2024	California Public Employees' Retirement System	292.98	CalPERS Contribution 10/06/2024-10/19/2024	Successor Agency Fund	611
ACH-232		11/15/2024	U.S. Bank Trust National Assoc	287,484.76	Pension Obligation Bonds Series 2021 - Interest	Pension / Retirement Fund	711
ACH-233		11/15/2024	US Bank Fees	120.00	Analysis Svc Charges Nov 2024	General Fund	100
ACH-234		11/18/2024	American Family Life Assurance Company of Columbus (AFLAC)	158.88	Aflac payment Oct 2024	General Fund	100
ACH-235		11/15/2024	California Public Employees' Retirement System	28,088.91	CalPERS Health Contribution Nov 2024	General Fund	100
		11/15/2024	California Public Employees' Retirement System	4,021.86	CalPERS Health Contribution Nov 2024	Gas Tax Fund	212
		11/15/2024	California Public Employees' Retirement System	259.62	CalPERS Health Contribution Nov 2024	Proposition A Fund	221
		11/15/2024	California Public Employees' Retirement System	772.73	CalPERS Health Contribution Nov 2024	Proposition C Fund	222
		11/15/2024	California Public Employees' Retirement System	435.28	CalPERS Health Contribution Nov 2024	Measure R Fund	224
		11/15/2024	California Public Employees' Retirement System	1,648.50	CalPERS Health Contribution Nov 2024	Measure M Fund	225
		11/15/2024	California Public Employees' Retirement System	2,552.96	CalPERS Health Contribution Nov 2024	CDBG	243
		11/15/2024	California Public Employees' Retirement System	107.44	CalPERS Health Contribution Nov 2024	Street Lighting Fund	251
		11/15/2024	California Public Employees' Retirement System	2,250.07	CalPERS Health Contribution Nov 2024	Local Fiscal Recovery Fund	273
		11/15/2024	California Public Employees' Retirement System	513.14	CalPERS Health Contribution Nov 2024	Successor Agency Fund	611
ACH-236		11/20/2024	Keena & Associates	693.00	Commercial Automobile Ins FY 24/25 Endorsements #7	General Fund	100
ACH-237		11/20/2024	8x8 Inc.	466.82	Telephone Svcs Nov 2024	General Fund	100
ACH-238		11/22/2024	Automatic Data Processing	565.90	ADP Payroll Fees November 2024	General Fund	100
ACH-239		11/15/2024	California Public Employees' Retirement System	8,727.87	CalPERS Contribution 10/20/2024-11/2/2024	General Fund	100
		11/15/2024	California Public Employees' Retirement System	684.35	CalPERS Contribution 10/20/2024-11/2/2024	Gas Tax Fund	212
		11/15/2024	California Public Employees' Retirement System	89.30	CalPERS Contribution 10/20/2024-11/2/2024	Proposition A Fund	221
		11/15/2024	California Public Employees' Retirement System	298.09	CalPERS Contribution 10/20/2024-11/2/2024	Proposition C Fund	222
		11/15/2024	California Public Employees' Retirement System	128.47	CalPERS Contribution 10/20/2024-11/2/2024	Measure R Fund	224

Check NO.	Prepays (P)	Date	Name	Check Amount	Description	Fund Title	Fund #
		11/15/2024	California Public Employees' Retirement System	219.10	CalPERS Contribution 10/20/2024-11/2/2024	Measure M Fund	225
		11/15/2024	California Public Employees' Retirement System	711.23	CalPERS Contribution 10/20/2024-11/2/2024	CDBG	243
		11/15/2024	California Public Employees' Retirement System	423.55	CalPERS Contribution 10/20/2024-11/2/2024	Local Fiscal Recovery Fund	273
		11/15/2024	California Public Employees' Retirement System	280.44	CalPERS Contribution 10/20/2024-11/2/2024	Successor Agency Fund	611
ACH-240		11/27/2024	Colonial Life	90.12	Colonial Life Nov 2024	General Fund	100
ACH-241		12/2/2024	US Bank Fees	761.39	Bank Merchant Fees Dec 2024	General Fund	100
			Total ACH and Warrant Registers	1,993,324.22			
		11/21/24	Payroll Transfer	65,366.56	Payroll Pay Period 11/3/2024 - 11/16/2024	Various Funds	
		12/05/24	Payroll Transfer	80,233.66	Payroll Pay Period 11/17/2024 - 11/30/2024	Various Funds	
			Total ACH, Warrant Registers and Payroll Transfer	2,138,924.44			

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 5.

DATE: December 17, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: ACCEPTANCE OF CITY HALL MARQUEE SIGN REPLACEMENT PROJECT, CITY PROJECT NO. 6311

RECOMMENDATION:

Staff recommends that the City Council:

1. Accept project completion for the City Hall Marquee Sign Replacement Project as performed by Square Signs, LLC., for a total amount of \$102,894.00; and
2. Authorize the City Manager to file a project Notice of Completion with the County of Los Angeles Registrar-Recorder; and
3. Authorize the City Manager to release a retention payment of \$5,144.70 to Square Signs, LLC. within 35 days following recordation of the Notice of Completion pursuant to contract documents.

BACKGROUND:

The project included the removal of the existing LED screens, installation of 2 new LED screens, and the refurbishing & re-painting of the sign box for the City Hall Marquee Sign.

On March 12, 2024, staff advertised Notice Inviting Bids (NIB) on the local newspaper in conformance with City of Maywood Municipal Code Section 3-7.04. Bids were due on April 9, 2024, at 2:00 PM.

On April 9, 2024, at 2:00 PM, a total of two (2) bids were received. Staff conducted a bid analysis for the apparent 1st low bidder Square Signs, LLC., and verified CA contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files, and references. Based on the bid analysis, Square Signs, LLC. was found to be the lowest responsive bidder.

City Council awarded a contract to Square Signs, LLC., Inc. for a total amount of \$102,894.00 with a contingency budget of \$25,724.00, for a total construction budget of \$128,618.00.

DISCUSSION:

On September 30, 2024, Square Signs, LLC. commenced construction work. The work included furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to satisfactorily complete the Project. This work consisted of, and included, the removal of the existing LED screens, installation of the 2 new LED screens, and the refurbishing & re-painting of the City Hall Marquee Sign. All construction work has been completed satisfactorily, and in conformance with the approved specifications. The

total construction cost amounted to \$102,894.00, which is within the approved construction budget.

Staff recommends that City Council accept the project as complete, authorize filing a Notice of Completion, and release of retention payment pursuant to contract documents.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact associated with this action. All work was completed and funds were appropriately budgeted in the Local Fiscal Recovery Fund (273) at \$155,000 for FY 2024-25.

ATTACHMENT(S)

1. NOC City Hall Marquee Sign Replacement Project

CITY CLERK
CITY OF MAYWOOD
4319 E Slauson Ave
Maywood, CA 90270

Space above this line for Recorder's use

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 6.

DATE: December 17, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: RIMO HANSON, FINANCE DIRECTOR

SUBJECT: CONSIDERATION OF RESOLUTION NO. 6393 OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD APPROVING THE PROPOSED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2026

RECOMMENDATION:

Staff recommends that the City Council takes the following actions:

1. Receive and file the Recognized Obligation Payment Schedule (ROPS) of the Successor Agency of the Former Redevelopment Agency (RDA) of the City of Maywood for the period July 1, 2025, through June 30, 2026;
2. Authorize Successor Agency staff to provide any additional requested information to the Los Angeles County Auditor-Controller and/or California Department of Finance to substantiate the information contained in the ROPS and effectuate said schedule; and
3. Adopt Resolution No. 6393, a Resolution of the Successor Agency for the former Redevelopment Agency of the City of Maywood Redevelopment Agency Approving the Recognized Obligation Payment Schedule and Administrative Budget for the period July 1, 2025, through June 30, 2026 (ROPS 25-26) Pursuant to Health and Safety Code Section 34177 and Approving the Proposed Administrative Budgets for the Six-Month Fiscal Periods from July 1, 2025, through December 31, 2025, and from January 1, 2026, through June 30, 2026, and taking certain related actions.

BACKGROUND:

The redevelopment dissolution laws (AB 1x 26, et al.) established a comprehensive statutory process for the dissolution and wind down of all redevelopment agencies (RDA). Pursuant to Health and Safety Code (HSC) Section 34177, each Successor Agency (SA) was required to submit a ROPS to the California Department of Finance (DOF) every six months. On September 22, 2015, the Governor signed SB 107 which revised the timeline for the preparation of the ROPS from a bi-annual process to an annual process for the fiscal period beginning July 1, 2016.

Commencing in 2019, SB 107 also requires the transition from local oversight boards to county oversight boards. SB 107 calls for counties with more than 40 Oversight Boards (i.e., Los Angeles County) to be consolidated into five Oversight Boards. The five consolidated Oversight Boards shall have jurisdiction over each Successor Agency located within its borders. Maywood is within the jurisdiction of the Los Angeles

County Oversight Board, First District.

Pursuant to AB 1x 26, et al., three documents (see Attachments) are being presented to the SA Board for consideration of approval:

1. Recognized Obligation Payment Schedule (ROPS 25-26) - Summary outlining A - Enforceable Obligations Funded; B - Redevelopment Property Tax Trust Fund (RPTTF), and C) Current Period Enforceable Obligations for July 1, 2025, through June 30, 2026 - ATTACHMENT 1 & 2
2. Recognized Obligation Payment Schedule (ROPS 25-26) - ROPS Detail July 1, 2025, through June 30, 2026 - ATTACHMENT 2
3. Successor Agency of The Former Maywood Community Redevelopment Agency (RDA) Administrative Budget (July 1, 2025, to June 30, 2026) – ATTACHMENT 3 and 4

DISCUSSION:

The former Redevelopment Agency for Maywood Community Redevelopment Agency ("Former Agency") was formed, pursuant to the Community Redevelopment law (California Health and Safety Code section 33000et seq.).

PRIOR REDEVELOPMENT AGENCY PROJECTS – There are two redevelopment projects that were previously undertaken by the RDA that is now administered by the Successor Agency:

C1 - Property #1 - 5102 District Boulevard (Los Angeles County Auditor-Controller Property Tax Account # 208.02). The Maywood Community Development Agency purchased this property in 2008. It is located between 52nd Street and District Boulevard along Cudahy Avenue, directly across from an elementary school; and

C2 - Property #2 - 5110 District Boulevard (Los Angeles County Auditor-Controller Property Tax Account # 208.03). The Maywood Community Development Agency purchased this property in 2007. It is located on an irregularly shaped triangular lot with primary frontage on District Boulevard, tapering toward the East until it intersects 52nd Street near Atlantic Boulevard.

PRIOR DEBT ISSUED BY THE RDA AND RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) –

The following debt instruments and fees relating to them that are being serviced by the Successor Agency to the Maywood Community Redevelopment Agency are as follows:

- E1. *Series 2017A-1 Tax Allocation Bonds* that were executed 10/18/2017
- E2. *Series 2017A-2 Tax Allocation Bonds* that were executed 10/18/2017
- E3. *Series 2017B Tax Allocation Bonds* that were executed 10/18/2017. This debt was retired (fully paid) on August 1, 2021.
- E4. *Bank Trustee Administrative Fee*, Series 2017 Tax Allocation Bonds that were executed 10/18/2017.

REMAINING OBLIGATIONS – As stated above, SB 107 requires Successor Agencies to transition from a bi-annual (2 times per fiscal year) ROPS adoption cycle to a one-time per year annual cycle. Pursuant to Health and Safety Code Section 34177(o), the Oversight Board-approved ROPS 2025-26 is required to be submitted to the State Department of Finance (DOF) and County Auditor-Controller by February 1, 2025. The obligations presented on ROPS 2025-26 primarily relate to the costs to pay down and administer Successor Agency bonds, and the costs to maintain Successor Agency-owned property, assistance to dissolve Successor Agency land. Below is a summary of the non-admin obligations presented on ROPS 2025-26:

Bond-Related Expenditures:

1. Series 2017A-1Tax Allocation Bonds Payments - \$1,104,332
2. Series 2017A-2Tax Allocation Bonds Payments - \$14,033
3. Bank Administrative Services for Series 2017-Tax Allocation Bonds – \$6,000
4. Administrative Costs – \$250,000

CONCLUSION – Following the Successor Agency of the Maywood Community Redevelopment Agency's (City Council's) adoption of the ROPS 2025-2026A (July through December 2025) and ROPS 2025-2026B (January 2026 through June 2026) Administrative Budget through the attached Resolution, this will be sent to the Los Angeles County First Supervisorial District Consolidated Oversight Board ("Oversight Board") for approval and then submitted to the State of California's Department of Finance (DOF) by February 1st.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The preparation and submittal of the Recognized Obligation Payment Schedule is for the purpose of allowing the Successor Agency to pay its enforceable obligations for the period from July 1, 2025, to June 30, 2026. Upon the DOF approving the ROPS 25-26 as submitted, it is anticipated that the Successor Agency will receive \$1,374,365 of Redevelopment Property Tax Trust Fund ("RPTTF"), which includes \$250,000 for administrative expenses, to pay the Successor Agency's enforceable obligations for the fiscal year FY2025-26.

ATTACHMENT(S)

1. Recognized Obligation Payment Schedule (ROPS 25-26) Summary
2. Maywood ROPS Detail July 1, 2025 -June 30, 2026
3. Administrative Cost Support ROPS FY25-26
4. Administrative Cost Detail July 1, 2025 -June 30, 2026
5. Resolution NO.6393 ROPS FY25-26
6. ROPS 25-26 Oversight Board Staff Report
7. ROPS FY 25-26 Oversight Board Resolution 6393

Recognized Obligation Payment Schedule (ROPS 25-26) - Summary
Filed for the July 1, 2025 through June 30, 2026 Period

Successor Agency: Maywood

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	25-26A Total (July - December)	25-26B Total (January - June)	ROPS 25-26 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 1,033,370	\$ 340,995	\$ 1,374,365
F RPTTF	908,370	215,995	1,124,365
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E)	\$ 1,033,370	\$ 340,995	\$ 1,374,365

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Draft
Attachment 2

Maywood
Recognized Obligation Payment Schedule (ROPS 25-26) - ROPS Detail
July 1, 2025 through June 30, 2026

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$14,746,658		\$1,374,365	\$-	\$-	\$-	\$908,370	\$125,000	\$1,033,370	\$-	\$-	\$-	\$215,995	\$125,000	\$340,995
5	Successor Agency Staff Administrative Costs	Admin Costs	07/01/2024	06/30/2025	City of Maywood	Administrative Costs-Staff		250,000	N	\$250,000	-	-	-	-	125,000	\$125,000	-	-	-	-	125,000	\$125,000
12	Series 2017A-1Tax Allocation Bonds	Bonds Issued After 12/31/10	10/18/2017	08/01/2037	Wells Fargo Bank	Series 2017A-1Tax Allocation Bonds		14,308,828	N	\$1,104,332	-	-	-	896,972	-	\$896,972	-	-	-	207,360	-	\$207,360
13	Series 2017A-2 Tax Allocation Bonds	Bonds Issued After 12/31/10	10/18/2017	08/01/2037	Wells Fargo Bank	Series 2017A-2 Tax Allocation Bonds		181,830	N	\$14,033	-	-	-	11,398	-	\$11,398	-	-	-	2,635	-	\$2,635
15	Bank Trustee Admin Fee	Fees	10/18/2017	08/01/2037	Wells Fargo Bank	Series 2017- Tax Allocation Bonds		6,000	N	\$6,000	-	-	-	-	-	\$-	-	-	-	6,000	-	\$6,000

Draft

Attachment 2

Maywood Recognized Obligation Payment Schedule (ROPS 25-26) - Report of Cash Balances July 1, 2022 through June 30, 2023 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/22) RPTTF amount should exclude "A" period distribution amount.	-	-	-	-	-	
2	Revenue/Income (Actual 06/30/23) RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller					1,226,343	
3	Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)					1,226,343	
4	Retention of Available Cash Balance (Actual 06/30/23) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	ROPS 22-23 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC		No entry required				
6	Ending Actual Available Cash Balance (06/30/23) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-	

Maywood Recognized Obligation Payment Schedule (ROPS 25-26) - Notes July 1, 2025 through June 30, 2026	
Item #	Notes/Comments
5	Winding down services and dispositions.
12	
13	
15	

**SUCCESSOR AGENCY OF THE FORMER MAYWOOD COMMUNITY REDEVELOPMENT AGENCY
(RDA) ADMINISTRATIVE BUDGET
(July 1, 2025 to June 30, 2026)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS)
FISCAL YEAR 2025-2026**

In accordance with Health and Safety Code section 34177(j) this document constitutes the Administrative Budget of the Successor Agency to the Redevelopment Agency for Maywood Community Redevelopment Agency ("Former Agency"). The Successor Agency is a separate legal entity that serves, in accordance with ABx1 26, as amended by AB 1484, to wind-down the affairs of the former Maywood Community Redevelopment Agency.

This Administrative Budget has been prepared by the Successor Agency and will be submitted to the Successor Agency's Oversight Board – City Council of Maywood - for approval in accordance with the requirements of Health and Safety Code Section 34177(j).

This Administrative Budget accompanies the Successor Agency's Recognized Obligation Payment Schedule ("ROPS") prepared pursuant to Health and Safety Code Section 34177(l) for the period of July 1, 2025 through June 30, 2026. In compliance with the California Health and Safety Code, Sections 34177(j)(1), (2), and (3) the Administrative Budget is broken out into three parts:

- 1) Estimated administrative costs for applicable period.
- 2) Proposed source of payment.
- 3) Proposals for arrangements for administrative and operations services provided by the City of Maywood (the City). Per Health and Safety Code Section 24171(b), for fiscal year 2025-2026 the minimum authorized amount for Administrative Cost is \$250,000. As called for in Health and Safety Code Section 34177(k), and as documented in this Administrative Budget, the Successor Agency will report to the County Auditor-Controller that its administrative cost allowance to be paid from property taxes deposited in the Redevelopment Property Tax Trust Fund (as further described in Part B below) pursuant to Health and Safety Code Section 34183(a)(3) is the amount of \$250,000.

**SUCCESSOR AGENCY OF THE FORMER MAYWOOD COMMUNITY REDEVELOPMENT AGENCY
(RDA) ADMINISTRATIVE BUDGET
(July 1, 2025 to June 30, 2026)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS)
FISCAL YEAR 2025-2026**

A. Estimated Amounts For Successor Agency Administrative Cost For Applicable Period (Health and Safety Code Section 34177(j)(1). Detailed Administrative Costs are outlined on Attachment 4.

A	- SALARIES (5100) AND BENEFITS (5200) This includes: A1. Executive oversight of the Successor Agency A2. Finance, Accounting and Treasury Activities (Accounting, Payroll, Accounts Payable, Accounts Receivable, Banking, Debt Administration, General Ledger Maintenance) A3. Community development activities (property oversight and loan receivable administration, AB1484 compliance, legislative analysis and research, implementation of the long-range property management plan) A4. Human resources administration. A5. Property tax allocation monitoring. B2. Auditing Services (6306). Auditing and Other Financial Compliance activities associated with Successor Agency	\$ 160,000
B	- PROFESSIONAL SERVICES B1 - Legal Services (6114): Legal services to ensure compliance with applicable laws Consultant Services relating to ROPS.	\$ 90,000
C	- (A + B) TOTAL ADMINISTRATIVE	\$250,000

Activities may be added, revised, or deleted from this listing as necessary and appropriate during the course of the Former RDA wind-down process. Costs shown for each activity are estimates only. Actual costs required for each activity may be higher or lower than the amount shown, not to exceed the aggregate total amount shown.

B. Proposed Source of Payment For Above-Identified Administrative Costs (Health and Safety Code Section 34177(j)(2). As authorized pursuant to Health and Safety Code Section 34183(a)(3), the proposed source of payment for the administrative costs identified in Part A above is the Redevelopment Property Tax Trust Fund (RPTTF) established and maintained by the Los Angeles County Auditor- Controller pursuant to Health and Safety Code Section 34170.5(b).

C. Proposals For Arrangements For Administration and Operations Services (Health and Safety Code Section 34177(j)(3). The Successor Agency has arranged with the City of Maywood to provide the staff services, office materials, equipment, and other necessary resources to administer the responsibilities of the Successor Agency and will draw upon services of outside legal and financial consultants as necessary, to provide for the continued administration of the former RDA to the extent City staff lacks the necessary expertise or capacity.

ATTACHEMENT 4

Draft

BUDGET FOR ADMINISTRATIVE EXPENSES FY 2025-26				
MAYWOOD SUCCESSOR AGENCY				
ESTIMATED EXPENSES				
PERSONNEL COSTS				
Position	Tasks	Total Annual Cost	Admin %	Total Admin Cost
Director of Building & Planning	Review Documents, attend meetings, coordination, and respond to Oversight Board, Property Disposition	\$ 225,846	10%	\$ 22,585
Finance Director	Review agenda items, research for ROPS, Respond to DOF, and Auditors	236,176	15%	35,011
Community Development Analyst	Keep records of successor Agency's properties, developer agreements.	107,000	15%	16,050
Senior Accountant	Process and review all invoices, loan payments, General Ledger analysis	122,696	20%	24,539
City Manager	Oversee all successor Agency transactions.	310,456	10%	31,046
Deputy City Clerk/Assistant to the City Manager	Coordinate Successor Agency Agenda items, resolutions, ordinances.	152,670	6%	9,334
Accounting Specialist I	Record and post into General ledger, keep records.	107,173	20%	21,435
Sub-Total Personnel Costs				\$ 160,000
Other Administrative Costs				
Consultants	Prepare ROPS, PPA, Staff reports, resolutions, attend meetings, coordinate with DOF and County Auditor, cash flow projects, etc.	\$ 30,000	100%	\$ 30,000
Legal Counsel	Review staff reports, resolutions, provide legal services as needed.	60,000	100%	60,000
Sub-Other Administrative Costs				90,000
TOTAL ADMINISTRATIVE COSTS				\$ 250,000

RESOLUTION NO. 6393

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD APPROVING THE PROPOSED RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2026 (ROPS 25-26) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 AND APPROVING THE PROPOSED ADMINISTRATIVE BUDGETS FOR THE SIX-MONTH FISCAL PERIODS FROM JULY 1, 2025 THROUGH DECEMBER 31, 2025 AND FROM JANUARY 1, 2026 THROUGH JUNE 30, 2026, AND TAKING CERTAIN RELATED ACTIONS

WHEREAS, pursuant ABx 1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484, SB 341, and SB 107 ("Dissolution Act"), the Redevelopment Agency to the City of Maywood was dissolved as of February 1, 2012, and the City of Maywood elected to serve as the Successor Agency to the former Redevelopment Agency of the City of Maywood ("Successor Agency"); and

WHEREAS, pursuant to Health and Safety Code Section 34179 (q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts; and

WHEREAS, the First Supervisorial District Consolidated Oversight Board ("Oversight Board") has jurisdiction over the Successor Agency and

WHEREAS, pursuant to Health and Safety Code Section 34177(o), the Successor Agency must prepare a Recognized Obligation Payment Schedule listing the anticipated payments for enforceable obligations to be made by the Successor Agency during the fiscal period from July 1, 2025 through June 30, 2026 ("ROPS 25-26") and submit ROPS 25-26 to the oversight board of the Successor Agency (the "Oversight Board") for approval; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(B), at the same time that the Successor Agency submits ROPS 25-26 to the Oversight Board for approval, the Successor Agency must submit a copy of such ROPS to the State Department of Finance (the "DOF"), the County administrative officer, and the County Auditor-Controller; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(C) and Section 34177(o)(1), the Successor Agency must: (i) submit the Oversight Board-approved ROPS 25-26 to the DOF, the Office of the State Controller, and the County

Auditor-Controller no later than February 1, 2025, and (ii) post a copy of the Oversight Board-approved ROPS 25-26 on the Successor Agency's website; and

WHEREAS, pursuant to Health and Safety Code Section 34177(j), the Successor Agency must prepare a proposed administrative budget for each six-month fiscal period (commencing each January 1 and July 1) and submit each proposed administrative budget to the Oversight Board for approval; and

WHEREAS, each proposed administrative budget shall include all of the following: (1) estimated amounts for Successor Agency administrative costs for the upcoming six-month fiscal period; (2) proposed sources of payment for the costs identified in (1); and (3) proposals for arrangements for administrative and operations services provided by the City of Maywood or another entity; and

WHEREAS, pursuant to Health and Safety Code Section 34177(k), the Successor Agency is required to provide administrative cost estimates, from its approved administrative budget that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund, to the County Auditor-Controller for each six-month fiscal period; and

WHEREAS, there has been presented to this Board for approval, the Successor Agency's proposed administrative budgets for the six-month fiscal periods from July 1, 2025 through December 31, 2025 ("Administrative Budget 25-26A") and from January 1, 2026 through June 30, 2026 ("Administrative Budget 25-26B") (collectively the "Administrative Budgets").

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF MAYWOOD HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

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

Section 2. ROPS 25-26, substantially in the form attached hereto as Attachment 1 & 2, is hereby approved. The Executive Director of the Successor Agency, in consultation with the Successor Agency's legal counsel, may modify ROPS 25-26 as the Executive Director or the Successor Agency's legal counsel deems necessary or advisable.

Section 3. This Board hereby represents and warrants to the Oversight Board that it examined all of the items on ROPS 25-26 and finds that each of them is necessary for the continued maintenance and preservation of property owned by the

Successor Agency until disposition in accordance with the Dissolution Act, the continued administration of the ongoing enforceable obligations, or the expeditious wind-down of the affairs of the former Redevelopment Agency of the City of Maywood by the Successor Agency.

Section 4. Staff is hereby authorized and directed to post a copy of the Oversight Board-approved ROPS 25-26 on the Successor Agency's Internet website (being a page on the Internet website of the City of Maywood).

Section 5. The officers and the other Staff members of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including but not limited to requesting additional review by the DOF and an opportunity to meet and confer on any disputed items, and making adjustments to ROPS 25-26 pursuant to the DOF's instructions, and any such actions previously taken are hereby ratified and confirmed.

Section 6. The Administrative Budgets, substantially in the form attached hereto as Attachment 3 & 4, are hereby approved.

Section 7. The Executive Director of the Successor Agency, in consultation with the Successor Agency's legal counsel, may modify the Administrative Budgets as the Executive Director or the Successor Agency's legal counsel deems necessary or advisable.

Section 8. Staff is hereby authorized and directed to submit the proposed Administrative Budgets to the Oversight Board for approval.

Section 9. The officers and other staff members of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution and the Administrative Budgets and any such actions previously taken are hereby ratified and confirmed.

PASSED, APPROVED AND ADOPTED THIS 17th day of December, 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 Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6393 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 17th day of December, 2024 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Brian E. Juarez, City Clerk

First District Oversight Board Agenda Staff Report

DATE: January 13, 2025

TO: Steve Koffroth, Chair

FROM: Staff to the Successor Agency to the Maywood Community Redevelopment Agency

SUBJECT: RESOLUTION NO. OB 6393 APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE 2025-26 FISCAL PERIOD OF JULY 1, 2025 TO JUNE 30, 2026 AND APPROVING THE ADMINISTRATIVE BUDGET FOR THE 25-26 FISCAL PERIOD; AUTHORIZING TRANSMITTAL TO THE STATE DEPARTMENT OF FINANCE UNDER DISSOLUTION LAW

RECOMMENDATION:

It is recommended that the First District Oversight Board:

Adopt Resolution No. OB 6393 approving the Recognized Obligation Payment Schedule for the annual fiscal period of July 1, 2025 to June 30, 2026 ("ROPS 25-26") and approving the Administrative Budget included therewith, subject to submittal to, and review by the State of California, Department of Finance ("DOF").

BACKGROUND:

The redevelopment dissolution laws (AB 1x 26, et al.) established a comprehensive statutory process for the dissolution and wind down of all redevelopment agencies (RDA). Pursuant to Health and Safety Code (HSC) Section 34177, each Successor Agency (SA) was required to submit a ROPS to the California Department of Finance (DOF) every six months. On September 22, 2015, the Governor signed SB 107 which revised the timeline for the preparation of the ROPS from a bi-annual process to an annual process for the fiscal period beginning July 1, 2016.

As Successor Agency, the City is responsible for all of the assets, properties, contracts, leases, obligations, and records of the former Redevelopment Agency. The ROPS shall include any bonds, loans, payments required by the federal government, contracts, costs associated with Disposition and Development Agreements, and other similar obligations to third parties.

DISCUSSION:

HSC Section 34177(l) requires the Successor Agency to prepare a ROPS showing all the obligations of the former Redevelopment Agency and the sources of funds for repaying obligations. This ROPS 25-26 was approved by the Successor Agency on January 13, 2025, and must now be approved by the First District Oversight Board ("Oversight Board") before it can be submitted to the DOF, State Controller's Office, and the County Auditor-Controller by no later than February 1, 2025. The City may face a fine of \$10,000 per day for ROPS submitted after this deadline.

DOF provided the Successor Agency with a partially completed ROPS form to standardize the form and make it consistent with DOF's automated tracking system.

ROPS Items

The ROPS 25-26 items include:

1. Bond Debt Service Payments, Continuing Disclosure Costs and Trustee Fees (Nos. 12, 13 & 15)
Payments and costs for required payments and reporting requirements.
2. Successor Agency Administrative Costs (No. 5) – \$250,000 is being requested per DOF's suggestion that the maximum of \$250,000 as allowed by State Law.

Copies of the ROPS 25-26 and the FY 25-26 Administrative Budget are included with the Oversight Board Resolution, which is included as Attachment 1-4 to this agenda report.

Upon receipt of an Oversight Board-approved ROPS, DOF has 45 days to make its determination of the enforceable obligations, including amounts and funding sources. Within five business days of DOF's determination, the Successor Agency may request additional review and an opportunity to meet and confer on disputed items. DOF has until 15 days prior to the date for property tax distribution to make its final decision after the meet and confer. The RPTTF distribution dates for the ROPS 25-26A period and 25-26B period are on or about June 1, 2025 and January 2, 2026, respectively.

FISCAL IMPACT:

None until approved by DOF. If the DOF approves the ROPS 25-26 as submitted, it is anticipated that the Successor Agency will receive **\$1,374,365** of Redevelopment Property Tax Trust Fund ("RPTTF"), which includes \$250,000 for administrative expenses, to pay the Successor Agency's enforceable obligations for the fiscal year July 1, 2025 to June 30, 2026.

Preparation and administration of ROPS 25-26 is funded through the Successor Agency's annual administrative allowance. The California Health and Safety Code requires a \$10,000 per day fine if the ROPS is not submitted to the DOF (after required Oversight Board Approval) by the February 1, 2025 deadline.

ATTACHMENTS

1. Resolution No. OB 6393 to Approve ROPS 25-26 and the 25-26 Administrative Budget
 - Attachment 1&2: ROPS 25-26 covering July 2025 through June 2026
 - Attachment 3&4: Administrative Budget Fiscal Year 2025-26.

**FIRST DISTRICT OVERSIGHT BOARD
RESOLUTION NO. OB-6393**

A RESOLUTION OF THE LOS ANGELES COUNTY FIRST SUPERVISORIAL DISTRICT CONSOLIDATED OVERSIGHT BOARD APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE 25-26 FISCAL PERIOD OF JULY 1, 2025 TO JUNE 30, 2026, INCLUDING THE ADMINISTRATIVE BUDGET INCLUDED THEREWITH, OF THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY, SUBJECT TO SUBMITTAL TO, AND REVIEW BY, THE STATE DEPARTMENT OF FINANCE PURSUANT TO THE DISSOLUTION LAW, AND AUTHORIZING POSTING THEREOF FOR THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY

WHEREAS, pursuant to Assembly Bill (AB) x1 26, enacted on June 28, 2011, and as subsequently amended by AB 1484, SB 341, and SB 107 ("Dissolution Act"), the Maywood Community Redevelopment Agency ("Former Agency") was dissolved as of February 1, 2012, and the City of Maywood elected to serve as the Successor Agency to the Former Agency ("Maywood Successor Agency"); and

WHEREAS, pursuant to the California Health and Safety Code Section 34179 (q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts; and

WHEREAS, the First Supervisorial District Consolidated Oversight Board ("First District Oversight Board") has jurisdiction over the Maywood Successor Agency; and

WHEREAS, the First District Consolidated Oversight Board held a special meeting on January 13, 2025; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established First District Oversight Board, has fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues under the Dissolution Law, in particular Section 34188; and

WHEREAS, Sections 34177(m), 34177(o) and 34179 provide that each Recognized Obligation Payment Schedule ("ROPS") is submitted to, reviewed and approved by the successor agency and then reviewed and approved by the oversight board before final review and approval by the State Department of Finance ("DOF"); and

WHEREAS, Section 34177(o) of the Dissolution Law requires that the annual ROPS for the 2025-26 fiscal period of July 1, 2025 to June 30, 2026 ("ROPS 25-26") be submitted to the DOF by the Maywood Successor Agency, after approval by the First District Oversight Board, no later than February 1, 2025; and

WHEREAS, the ROPS 25-26, in the form required by DOF, is attached as Attachment 1 & 2 and the FY 25-26 Administrative Budget is attached as Attachment 3 & 4, and the four attachments are fully incorporated by this reference; and

WHEREAS, the Maywood Successor Agency has reviewed and approved the ROPS 25- 26, and the FY 25-26 Administrative Budget at its meeting held on January 13, 2025; and

WHEREAS, the First District Oversight Board has reviewed the Maywood Successor Agency's ROPS 25-26 and desires to approve the ROPS 25-26, including the FY 25-26 Administrative Budget included therewith, and to authorize the Maywood Successor Agency to transmit such ROPS to the DOF, with copies to the County of Los Angeles Auditor-Controller, and the State Controller's Office pursuant to the Dissolution Law.

NOW THEREFORE, THE LOS ANGELES COUNTY FIRST SUPERVISORIAL DISTRICT CONSOLIDATED OVERSIGHT BOARD DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference and constitute a material part of this Resolution.

SECTION 2. The First District Oversight Board hereby approves the ROPS 25-26 submitted therewith and incorporated by this reference, including the FY 25-26 Administrative Budget submitted therewith.

SECTION 3. The First District Oversight Board authorizes transmittal to the DOF of the ROPS 25-26 with copies to the County of Los Angeles Auditor-Controller, and the State Controller's Office.

SECTION 4. The Maywood City Manager/Executive Director and/or his authorized designee, is directed to post this Resolution, including the ROPS 25-26, on the City's website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h) written notice and information about certain actions taken by the First District Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF's choosing. The First District Oversight Board's action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 13th day of January 2025, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Steve Koffroth, Chair
First Supervisorial District
Consolidated Oversight Board

ATTEST:

Cesar Hernandez, Deputy Clerk

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 7.

DATE: December 17, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: REJECTION OF BIDS FOR THE SLAUSON AVENUE AND ATLANTIC BOULEVARD CONGESTION RELIEF AND HSIP CYCLE 11 FUNDED TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT

RECOMMENDATION:

It is recommended that the City Council reject all bids received for the Slauson Avenue and Atlantic Boulevard Congestion Relief and HSIP Cycle 11 Funded Traffic Signal Improvements at Various Locations Project and authorize staff to re-advertise the project.

BACKGROUND:

The Slauson Avenue and Atlantic Boulevard Congestion Relief and HSIP Cycle 11 Funded Traffic Signal Improvements at Various Locations Project involves traffic signal and street improvements including but not limited to the intersection of Slauson Avenue and Atlantic Blvd widening as well as adding an eastbound left-turn lane and a northbound left-turn lane; traffic signal hardware, retroreflective backplates, upsizing signal heads, pedestrian countdown heads, high visibility crosswalks on various traffic signals along Slauson and Atlantic Avenues, protective left-turn phasing at all signalized intersections along the Slauson Avenue corridor, between Atlantic Blvd and Maywood Avenue including traffic signal synchronization and coordination for improved intersection operations.

On October 9, 2024, the project was advertised for construction bids. There were 41 prospective bidders that downloaded the bid documents. The City received three (3) bids which were opened at the Bid Opening held on November 6, 2024, at 2:00 p.m.

DISCUSSION:

The three (3) bidders and bid amounts are provided on the table below in ascending order of bid amount.

BIDDER	EFS WEST, INC.	PTM GENERAL ENGINEERING SERVICES, INC.	ELEC NOR BELCO ELECTRIC, INC.
Base Bid "A" Amount (NON-HSIP)	\$4,220,978.50	\$7,806,089.00	\$10,177,530.00
Base Bid "B" Amount (HSIP)	\$2,873,300.00	\$1,033,420.00	\$1,583,000.00
TOTAL BASE BID AMOUNTS	\$7,094,278.50	\$8,839,509.00	\$11,760,530.00

Additive Bid Schedule Amount (HSIP)	\$560,500.00	\$970,600.00	\$426,718.00
TOTAL BASE BID AMOUNTS + ADDITIVE BID SCHEDULE AMOUNT	\$7,654,778.50	\$9,810,109.00	\$12,187,248.00

Based on evaluation of bid results and the project budget staff determined that the design specification and bid document need to be modified and the project readvertised for bids. Additionally, there will be a non-mandatory virtual pre-bid meeting approximately 2 weeks in advance of bid opening to afford bidders an opportunity to respond to their questions and inquiries before bidding.

Therefore, staff recommends that City Council reject all bids and authorize staff to re-advertise the project for bids consistent with the provision included in the "Instruction to Bidders" Section of the bid documents, which states: "The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding." In this regard, pursuant to Public Contract Code Section 20166 a city has the right and discretion to reject all bids ("In its discretion, the legislative body may reject any bids presented and readvertise.").

LEGAL REVIEW:

City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact for readvertising the project.

ATTACHMENT(S)

AGENDA REPORT
CITY OF MAYWOOD



AGENDA ITEM NO. 8.

DATE: December 17, 2024

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: OKAN DEMIRCI, CITY ENGINEER

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO CJ CONCRETE CONSTRUCTION, INC FOR FISCAL YEAR 2024-2025 SIDEWALK REHABILITATION PROJECT CDBG PROJECT NO. 602676-24 FOR A TOTAL AMOUNT OF \$59,109.00

RECOMMENDATION:

It is recommended that the City Council approve the plans and specifications for the FY 2024-2025 Sidewalk Rehabilitation Project and award a contract to CJ Concrete Construction, Inc. for this project in the total amount of \$59,109.00.

BACKGROUND:

The project includes the removal of existing sidewalks at various locations Citywide and other incidental and appurtenant work necessary for the proper construction of new sidewalks. The proposed improvements will be completed within 40 working days.

On November 5, 2024, staff advertised Notice Inviting Bids (NIB) on the local newspaper in conformance with City of Maywood Municipal Code Section 3-7.04. Bids were due on December 3, 2024, at 2:00 p.m.

DISCUSSION:

On December 3, 2024, at 2:00 PM, a total of ten (10) bids were received as shown below:

Contractor Name (from low to high cost)	Bid Amount
CJ CONCRETE CONSTRUCTION, INC.	\$59,109.00
CT&T CONCRETE PAVING, INC.	\$65,889.15
DEXORE, INC.	\$69,540.00
ROJAS CONSTRUCTION	\$86,925.00
CARTER ENTERPRISES GROUP, INC.	\$89,880.45
GENTRY GENERAL ENGINEERING, INC.	\$93,879.00
AXIOM GROUP	\$97,912.32
TVR CONSTRUCTION ENGINEERING, LLC	\$104,310.00

RED CASTLE CONSTRUCTION, INC.	\$157,855.80
SALDANA LANDSCAPE DESIGN, INC.	\$158,000.00

Staff conducted a bid analysis for the apparent 1st low bidder, CJ Concrete Construction, Inc., and verified CA contractor's licensing, Department of Industrial Relations (DIR) registration, state and federal debarment files, and references. Based on the bid analysis, CJ Concrete Construction, Inc. was found to be the lowest responsive bidder. Accordingly, Staff recommends that the City Council award a contract to CJ Concrete Construction, Inc. for a total amount of \$59,109.00.

In addition, the City's contract engineer has reviewed the design plans and specifications for the project and in his opinion the project plans and specifications are reasonable and meets professional engineering standards. Therefore, it is also recommended that the City Council approve the project's plans and specifications, which are on file in the City.

The proposed project was reviewed pursuant to the California Environmental Quality Act (CEQA). Staff has determined that the proposed project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302: Replacement or reconstruction, and specifically Section 15302(c) relating to the replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

The total estimated project cost of \$94,465.00 will be funded from CDBG funds and appropriately budgeted in the FY 2024-2025 Capital Improvement Program.

Construction Contract	\$59,109.00
Contingency Budget allowance for unforeseen conditions as necessary (25%)	\$14,778.00
Total Construction Budget	\$73,887.00
Design Engineering (Preparation of PS&E), Geotechnical Investigation/Report (10% of construction budget)	\$7,389.00
Construction management, inspection, materials testing/inspection (10% of construction budget)	\$7,389.00
CDBG Admin/monitoring and CDBG Compliance	\$5,800.00
Project Total	\$94,465.00

ATTACHMENT(S)

1. Sidewalk Rehab Project Agreement with CJ Concrete Construction
2. CJ Concrete Construction Bid

CONTRACT

CITY OF MAYWOOD CONTRACT FOR SIDEWALK REHABILITATION PROJECT FY 2024-2025 (CDBG)

THIS CONTRACT ("Contract") is made and entered this December 17, 2024 ("Effective Date"), by and between the CITY OF MAYWOOD, a California municipal corporation ("City") and CJ Concrete Construction, Inc., a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 720989; Class A. Contractor's DIR registration number is 1000002154.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Sidewalk Rehabilitation Project FY 2024-2025 (CDBG) ("Project"), as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Fifty-Nine Thousand One Hundred Nine dollars (\$59,109) in accordance with the prices as submitted in the Bid.
4. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

11. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF MAYWOOD

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

("CONTRACTOR")

By: _____

By: _____

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as follows:

SIDEWALK REHABILITATION PROJECT FY 2024-2025 (CDBG)
(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of __

Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has awarded to _____

("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

SIDEWALK REHABILITATION PROJECT FY 2024-2025 (CDBG)

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California

Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

**WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Maywood ("City") has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Maywood
City Hall

_____, California _____

The insureds under such policy or policies are:

-
2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

By: _____
Its Authorized Representative

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Contractual Liability | ☐ Explosion Hazard |
| ☐ Owners/Landlords/Tenants | ☐ Collapse Hazard |
| ☐ Manufacturers/Contractors | ☐ Underground Property Damage |
| ☐ Products/Completed Operations | ☐ Pollution Liability |
| ☐ Broad Form Property Damage | ☐ Liquor Liability |
| ☐ Extended Bodily Injury | ☐ _____ |
| ☐ Broad Form Comprehensive | ☐ _____ |
| ☐ General Liability Endorsement | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ *if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (_____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| ☐ Any Automobiles | ☐ Truckers Coverage |
| ☐ All Owned Automobiles | ☐ Motor Carrier Act |
| ☐ Non-owned Automobiles | ☐ Bus Regulatory Reform Act |
| ☐ Hired Automobiles | ☐ Public Livery Coverage |
| ☐ Scheduled Automobiles | ☐ _____ |
| ☐ Garage Coverage | ☐ _____ |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (_____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Maywood ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager
City of Maywood
City Hall

_____, California _____

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- ☐ Following Form
☐ Umbrella Liability

☐ _____

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NUMBER</u>	<u>AMOUNT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ _____
_____ applies to all coverage(s) except: _____
_____ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence
(*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy
Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Telephone No.: (____) _____

Signature of Authorized Representative
(*Original signature only; no facsimile signature
or initialed signature accepted*)

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

- _____ Completed and Signed Bid Cover Form
- _____ Completed and Signed Bid Sheets
- _____ Completed and Signed Questionnaire
- _____ Completed References Form
- _____ Resume of General Construction Superintendent/On-Site Construction Manager
- _____ Completed Subcontractor Designation Form
- _____ Completed and Signed Industrial Safety Record Form
- _____ Completed, Signed and Notarized Bid Bond or Other Security Form
- _____ Signed Non-collusion Declaration Form
- _____ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder
- _____ Completion and submittal of all CDBG forms:
 - Non-Collusion Declaration
 - Non-Segregated Facilities Certification
 - Past Performance Certification
 - County Lobbying Certification
 - Worker's Compensation Certification
 - Contractor List of Proposed Subcontractors
 - Notice of Equal Employment Opportunity Commitment
 - Request for Additional Classifications and Rate (If Applicable)

Federal Lobbying Certification Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

BID

CITY OF MAYWOOD

SIDEWALK REHABILITATION PROJECT FY 2024-2025 (CDBG) CDBG PROJECT ID: 602676-24 CITY PROJECT NO. 6223

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MAYWOOD:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Maywood to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

Bidder acknowledges receipt of all addenda, as follows:

Addendum No. <u>01</u>	Date: <u>11/26/2024</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number 720989, Class A, which expires on 04/30/2026.

Bidder's Name: CJ CONCRETE CONSTRUCTION, INC.

Signature: 

Title: PRESIDENT Date: 11/22/2024

Signature: 

Title: VICE PRESIDENT Date: 11/22/2024

CITY OF MAYWOOD
BID SHEETS FOR
SIDEWALK REHABILITATION PROJECT FY 2024-2025 (CDBG)
CDBG PROJECT ID: 602676-24
CITY PROJECT NO. 6223

Bidder's Name: CJ CONCRETE CONSTRUCTION, INC.

To the Honorable Mayor and Members of the City Council:

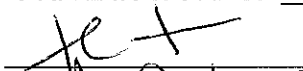
In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment, and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICES	EXTENDED AMOUNT
1.	Remove and construct PCC sidewalk per SPPWC STD Plan No: 112-2 & 113-2	3,477	SF	\$ <u>17.00</u>	\$ <u>59,109.00</u>
TOTAL BASE BID AMOUNT IN NUMBERS					\$ <u>59,109.00</u>
TOTAL BASE BID AMOUNT IN WORDS: <u>Fifty-nine thousand one hundred nine dollars 00 cents</u>					

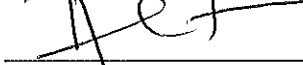
The award of Contract shall be based on the TOTAL BASE BID AMOUNT.	
In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

TOTAL BID PRICE IN DIGITS: \$ 59,109.00

TOTAL BID PRICE IN WORDS: Fifty-nine thousand one hundred nine dollars 00 cents

Signature: 

Title: PRESIDENT Date: 11/22/2024

Signature: 

Title: VICE PRESIDENT Date: 11/22/2024

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: CJ CONCRETE CONSTRUCTION, INC.
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.
- (3) Business Address: 10142 SHOEMAKER AVE, SANTA FE SPRINGS, CA 90670
- (4) Telephone: 562-777-2222 Facsimile: N/A
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: CORPORATION
- (6) Corporation organized under the laws of the State of: CALIFORNIA
- (7) California State Contractor's License Number and Class: 720989 - A
Original Date Issued: 04/08/1996 Expiration Date: 04/30/2026
- (8) DIR Contractor Registration Number: 100 000 2154
- (9) List the name and title of the person(s) who inspected the Project site for your firm:
HECTOR HERNANDEZ
- (10) The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.
Name of Person who inspected the site: HECTOR HERNANDEZ
Date of Inspection: 11/15/2024
- (11) Number of years' experience the company has as a contractor in construction work: 28
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:
JOHN C. SARNO - PRESIDENT
JOHN C. SARNO - VICE PRESIDENT
JOHN C. SARNO - SECRETARY

- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

N/A

- (14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

- (15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

- b. Briefly summarize the parties' claims and defenses:

N/A

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

NO

- (17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

NO

- (18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

NO

- (19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any outside agency or individual for labor compliance?
Circle one: Yes ☐ No ☒
- d. By Subcontractors? Circle one: Yes ☐ No ☒
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

- (20) List the last three (3) projects you have worked on or are currently working on for the City of Maywood:

NO PROJECT CURRENTLY WITH THE CITY OF MAYWOOD

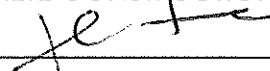
Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

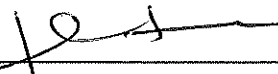
Company

CJ CONCRETE CONSTRUCTION, INC

Signature: 

Title: PRESIDENT

Date: NOVEMBER 22, 2024

Signature: 

Title: VICE PRESIDENT

Date: NOVEMBER 22, 2024

REFERENCES FORM

For all public agency projects in excess of \$15,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number OMNIBUS CONCRETE REPAIRS

Project Description REPLACEMENT OF DAMAGE AND DETERIORATED CONCRETE SIDEWALK

Approximate Construction Dates From: MAY 2023 To: DECEMBER 2023

Agency Name: CITY OF SANTA ANA

Contact Person: DANNY SWAIN **Telephone:** DSWAIN@SANTA-ANA.ORG

Address: 20 CIVIC CENTER PLAZA, SANTA ANA, CA 92701

Original Contract Amount: \$ 3,700,000.00 **Final Contract Amount:** \$ 4,500,732.42

If final amount is different from original amount, please explain (change orders, extra work, etc.).

EXTRAWORK ADDED TO THE PROJECT

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number ANNUAL CONCRETE REPAIR PROJECT

Project Description CONCRETE REPAIRS IN VARIOUS LOCATIONS

Approximate Construction Date From: 08/01/2022 To: 10/26/2022

Agency Name: CITY OF MONTEBELLO

Contact Person: LUDWIG SMEETS **Telephone:** 714-533-3050

Address: 1600 W. BEVERLY BLVD., MONTEBELLO, CA 90640

Original Contract Amount: \$ 1,208,926.00 **Final Contract Amount:** \$ 1,483,554.15

If final amount is different from original amount, please explain (change orders, extra work, etc.).

EXTRA WORK ADDED TO THE PROJECT

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number REHAB PHASE | ZONE 8

Project Description LOCAL STREET REHABILITATION

Approximate Construction Dates From: 09/11/2022 To: 10/05/2023

Agency Name: CITY OF NORWALK

Contact Person: DAMIAN ROSALES Telephone: 562-929-5527

Address: 12700 NORWALK BLVD., NORWALK, CA 90650

Original Contract Amount: \$ 1,213,987.00 Final Contract Amount: \$ 1,204,623.15

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/Number ON CALL MAINTENANCE

Project Description MAINTENANCE IN VARIOUS LOCATIONS

Approximate Construction Dates From: 10/01/2021 To: 06/30/2022

Agency Name: CITY OF IRVINE

Contact Person: BILLY WALKER **Telephone:** 949-724-7616

Address: 1 CIVIC CENTER PLAZA, IRVINE, CA 92606

Original Contract Amount: \$ 528,037.50 **Final Contract Amount:** \$ 524,860.25

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number ON CALL ANNUAL CONCRETE IMPROVEMENTS

Project Description CITYWIDE ANNUAL CONCRETE

Approximate Construction Dates From: 01/01/2023 To: 12/23/2023

Agency Name: CITY OF BELLFLOWER

Contact Person: PHILIP WANG **Telephone:** 562-804-1424

Address: 16600 CIVIC CENTER DR., BELLFLOWER, CA 90706

Original Contract Amount: \$ 2,417,500.00 **Final Contract Amount:** \$ 2,064,957.68

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number FY23/24 CDBG ADA RAMP REPLACEMENT

Project Description REMOVE & CONSTRUCT CURB RAMP PER SPPWC

Approximate Construction Dates From: 03/14/2022 To: 04/10/2024

Agency Name: CITY OF LAKEWOOD

Contact Person: JASON BROWN Telephone: 562-908-6200

Address: 5050 CLARK AVE., LAKEWOOD, CA 90712

Original Contract Amount: \$ 192,000.00 Final Contract Amount: \$ 192,000.00

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

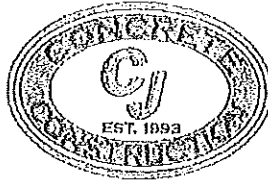
Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.



CJ CONCRETE CONSTRUCTION, INC.

Contractors License # 720989-A

10142 Shoemaker Ave. • Santa Fe Springs, CA 90670 • Ph. (562) 777-2222 • Fax (562) 777-2220

JOHN C. SARNO President

John C. Sarno, is President of C J Concrete Construction, Inc. He has twenty-one (21) years of experience in the general engineering field. While attending Cal State Fullerton, he began learning the field as a member of the concrete crew. He then moved into the office and learned the business end of contracting. After his fathers' death in 2000, at the age of 30, he became President of the Corporation. Under his guidance CJ Concrete Construction, Inc. has completed various size projects for many cities, including City of Ontario, Lakewood, Pasadena and Arcadia.

HECTOR HERNANDEZ General Superintendent

Hector Hernandez is the General Superintendent of C J Concrete Construction, Inc. He has thirty-one years (31) of experience in the general engineering and landscape fields. While attending college he began working in the landscape field. He was noticed by various general contractors and was given an opportunity to join a concrete crew.

He has a strong knowledge of engineering, concrete and landscape construction. He has been with C J Concrete Construction, Inc. from the beginning and has overseen all of the various construction projects completed.

DESIGNATION OF SUBCONTRACTORS [Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Dollar Amount
CASE LAND SURVEYING, INC.	L5411	100 000 1533	614 N. Eckhoff St Orange, CA 92868 (714)628-8948	SURVEYING	

¹ The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b). Contractor shall perform, with its own organization (rather than with Subcontractors), Work amounting to at least fifty percent (51%) of the Contract Price.

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name CJ CONCRETE CONSTRUCTION, INC.

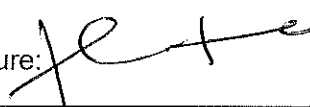
	Current Year of Record	2023	2022	2021	2020	2019	Total
Number of contracts	17	10	10	10	10	10	67
Total dollar amount of contracts (in thousands of dollars)	30MM	20MM	14MM	10MM	10MM	10MM	94MM
Number of fatalities	00	00	00	00	00	00	00
Number of lost workday cases	00	00	00	00	00	00	00
Number of lost workday cases involving permanent transfer to another job or termination of employment	00	00	00	00	00	00	00

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: 

Title: PRESIDENT

Date: NOVEMBER 22, 2024

Signature: 

Title: VICE PRESIDENT

Date: NOVEMBER 22, 2024

Bond No. Bid Bond Only

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Maywood ("City"), has issued an invitation for Bids for the Work described as follows: Sidewalk Rehabilitation Project FY 2024-2025 (CDBG)

WHEREAS CJ Concrete Construction, Inc., 10142 Shoemaker Ave, Santa Fe Springs, CA
(Name and address of Bidder)

("Principal"), desires to submit a Bid to City for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____

Merchants Bonding Company (Mutual) P O Box 14498, Des Moines, IA 50306
(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____
Ten Percent of Amount Bid

Dollars (\$ 10% of Amount Bid), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 25, 2024

"Principal"

CJ Concrete Construction, Inc.

By:

Its:

[Signature]
John C. Sarno / President

"Surety"

Merchants Bonding Company (Mutual)

By:

Its:

[Signature]
Ted H Rarrick , Attorney-in-fact

By:

Its:

By:

Its:

Note: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 11/26/24 before me, Rachel A. Jimenez, Notary Public
(Here insert name and title of the officer)

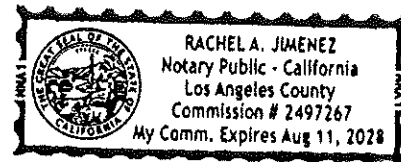
personally appeared John C. Samo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ 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.

Rachel A. Jimenez
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 11/25/24

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☒ Corporate Officer
President
(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

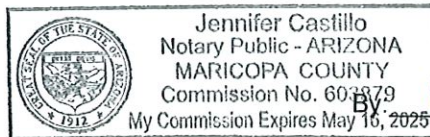
State of Arizona

County of Maricopa

On this 25th day November 2024, before me

personally appeared Ted H Rarrick

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.



[Signature]
Notary Public
Jennifer Castillo

My Commission Expires:

May 16, 2025

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brandon McKee; Brian R Sawyer; Chrystal Hedges; David J McKee; Jennifer Castillo; Joseph A Clarken III; Melanie Ankeney; Patrick R Hedges;
Ted H Rarrick

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



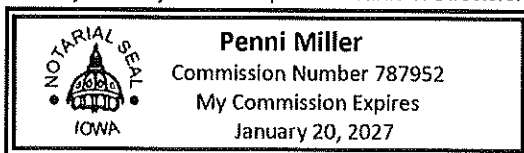
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of November, 2024.



Elisabeth Sandersfeld
Secretary

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

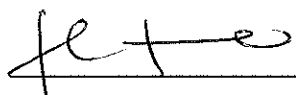
The undersigned declares:

I am the PRESIDENT of CJ CONCRETE CONSTRUCTION, INC., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

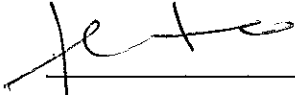
Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11/22/2024 [date], at LOS ANGELES [city], CALIFORNIA [state].

Signature: 

Printed Name: JOHN C. SARNO

Date: NOVEMBER 22, 2024

Signature: 

Printed Name: JOHN C. SARNO

Date: NOVEMBER 22, 2024

NOTICE TO BIDDERS

CDBG BID PROPOSAL CHECKLIST

A bidder is required to submit the following CDBG compliance forms and documents with its Bid Proposal:	
Non-Collusion Declaration	
Non-Segregated Facilities Certification	
Past Performance Certification	
County Lobbying Certification	
Worker's Compensation Certification	
Contractor List of Proposed Subcontractors	
Notice of Equal Employment Opportunity Commitment	
Request for Additional Classifications and Rate (If Applicable)	
Federal Lobbying Certification	

- **FEDERAL LABOR STANDARDS PROVISIONS.** The *Federal Labor Standards Provisions (HUD-4010 form)* is included at the end of the provision summary. Keep in mind that the form may be updated from time to time and the most current form must be used. The provision outlines the federal prevailing wage requirements, including a reference to the *Copeland Act* which requires all contractors and subcontractors to submit weekly payroll reports and advises contractors that it is a criminal offense for any person to persuade any other person employed on a federally funded project into giving up any part of their salary to which they are entitled under their contract of employment. The form also included reference to the *Contract Work Hours and Safety Standards Act (CWHSSA)*. CWHSSA applies to contracts in excess of \$100,000 and covers laborers and mechanics, including guards and watchmen, who must be paid at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. Finally the form further outlines the prevailing wage requirements, payroll reporting requirements, apprentice requirements, contract termination, and debarment sanctions pertaining to Federally-assisted construction projects.
- **DAVIS-BACON AND RELATED ACTS (DBRA).** The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.
- **PREVAILING WAGE STATEMENT:** *"This project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced." The "current Federal Wage Decision" is the one in effect 10-days prior to the bid opening date and can be found on-line at <http://www.wdol.gov>. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail."*
- **CONFLICT OF INTEREST STATEMENT.** *No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Refer to; 2 CFR Part 200.318(c)(1), 24 CFR 85.36 [Non-Profit Organizations– 24 CFR 84.4], and 24 CFR 570.611, respectively, shall apply.*
- **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

➤ **FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246). a. As used in these specifications:

- (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
- (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
- (4) Minority includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the street

applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.

(6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed

in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

➤ **SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:

a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting date and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.

f. Upon commencement of construction work and until the work is completed, forward the *Monthly Employment Utilization Report* (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the *Contractor's List of Federal and Non-Federal Work in Bid Condition Area* to the monthly report.

➤ **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**
(Executive Order 11246)

a. The Offeror or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Timetables Each Trade
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

➤ **CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.**

a. It is national policy to award a fair share of contracts to Small business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:

1. Including qualified Small Business and Minority Firms on solicitation lists.
2. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.

4. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

- b. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
- c. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

- **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- **SECTION 503 of the REHABILITATION ACT of 1973. INDIVIDUALS WITH DISABILITIES.** Section 503 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government, public or private agency. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job. If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.
- **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- **VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974,** as amended. Covered contracts entered into by any department or agency for the procurement of personal property and non-personal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. The provisions of this section shall apply to any subcontract entered into by a prime contractor in carrying out any contract for the procurement of personal property and non-personal services (including construction) for the United States.
- **AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- **CLEAN AIR AND WATER ACTS.** Contractors with Federally-assisted construction contracts of \$100,000 or more must comply, and ensure all sub-contractors comply, with the requirements regulated by the Environmental Protection Agency. During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:
 1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act , as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that .a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
 - (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

California Public Contract Code requires every bid on every public works contract of a public to include a declaration under penalty of perjury under the laws of the State of California, in the following form:

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

PRESIDENT CJ CONCRETE CONSTRUCTION, INC.

I am the ____ of ____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ____[date], at ____[city], ___[state]."

11/22/24 LOS ANGELES CALIFORNIA

NON-SEGREGATED FACILITIES CERTIFICATION

Federally Assisted Construction Projects

The federally assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

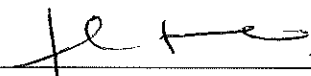
NOTE: The penalty for making false statements in offers are prescribed in 18 U.S.C. 1001.

Date: NOVEMBER 22, 2024

Project Number: 602676-24

Company: CJ CONCRETE CONSTRUCTION, INC.

Address: 10142 SHOEMAKER AVE, SANTA FE SPRINGS, CA 90670

By:  JOHN C. SARNO

Title: PRESIDENT

PAST PERFORMANCE CERTIFICATION

With regard to performance of previous contracts or subcontracts subject to the Equal Opportunity Clause and filing of required reports

The ☒bidder, ☐proposed sub-contractor, hereby certifies that he/she ☒has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☒has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance (OFCCP), a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 11/22/2024 Project Number: 602676-24 Contract Award: \$ 59,109.00

Awarding Agency: City of Maywood.

Contractor Name: CJ CONCRETE CONSTRUCTION, INC. Total Number of Employees N/A

Affiliate Company: _____

By:  JOHN C. SARNO

Title: PRESIDENT

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by;

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION**

Name of Firm: CJ CONCRETE CONSTRUCTION, INC.

Address: 10142 SHOEMAKER AVE, SANTA FE SPRINGS, CA 90670

State: CA Zip Code: 90670 Telephone Number: (562) 777-2222

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA).

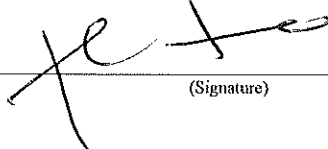
- 1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

CJ CONCRETE CONSTRUCTION, INC.
(Contractor/Subcontractor)

NOVEMBER 22, 2024
(Date)

By: 
(Signature)
PRESIDENT
(Title)

WORKER'S COMPENSATION CERTIFICATION

I certify, by my signature below, that I am aware of the provisions of Section 3700 of the California Labor Code. §3700 requires every employer be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code. I further certify that I will comply with such provisions before commencing the performance of the work of this contract.

Date: NOVEMBER 22, 2024 Project Number: 602676-24

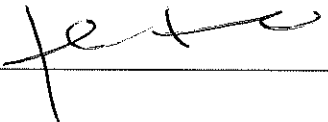
Project Name: SIDEWALK REHABILITATION PROJECT FY 2024-2025 (CDBG)

Company Name: CJ CONCRETE CONSTRUCTION, INC.

Address: 10142 SHOEMAKER AVE., SANTA FE SPRINGS, CA 90670

Print Name: JOHN C. SARNO

Title: PRESIDENT

Signature: 

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

Bidder must list all subcontracts, regardless of dollar amount or percentage of bid.

SIDEWALK REHABILITATION PROJECT FY 2024-2025 (CDBG)

PROJECT NAME

CITY OF MAYWOOD, CALIFORNIA

Location:

City of Maywood

AWARDING AGENCY

602676-24

Project Number:

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
Case Land Surveying, Inc 714 628 6014 Eckhoff St Orange CA 92668 8948		L5411	N/A	N/A	N/A	Surveying.



Signature

JOHN C. SARNO

Name and Title

NOVEMBER 22, 2024

Date

CJ CONCRETE CONSTRUCTION, INC

Company Name

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO: LOCAL 1309 - LABORERS
(Name of Labor Union, Workers Representative, etc.)

3971 PIXIE AVE., LAKEWOOD, CA 90712
(Address)

Name of Business (Contractor): CJ CONCRETE CONSTRUCTION, INC.

Project Name: SIDEWALK REHABILITATION PROJECT Project Number: 602676-24
FY 24-25 (CDBG)

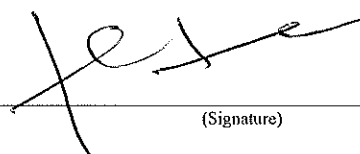
The Undersigned currently holds a contract with CITY OF MAYWOOD, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

JOHN C. SARNO
(Print Name)

By: 
(Signature)

NOVEMBER 22, 2024
(Date)

PRESIDENT
(Title)

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO: LOCAL 500 - MASONS
(Name of Labor Union, Workers Representative, etc.)

331 CORPORATE TERRANCE CIRCLE., CORONA, CA 92879
(Address)

Name of Business (Contractor): CJ CONCRETE CONSTRUCTION, INC.

Project Name: SIDEWALK REHABILITATION PROJECT Project Number: 602676-24
FY 2024-2025 (CDBG)

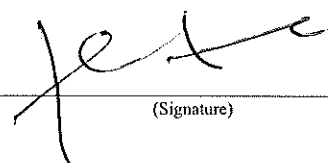
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1. Hiring, placement, upgrading, transfer or demotion;
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3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

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JOHN C. SARNO
(Print Name)

By: 
(Signature)

NOVEMBER 22, 2024
(Date)

PRESIDENT
(Title)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A OMB Approval Number 2501-0011 (Exp. 8/31/2022)													
1. FROM (name and address of requesting agency) CITY OF MAYWOOD		2. PROJECT NAME AND NUMBER SIDEWALK REHABILITATION PROJECT FY 2024-2025 (CDBG) CDBG 602676-24													
4. BRIEF DESCRIPTION OF PROJECT Removal of existing sidewalks at various locations.		3. LOCATION OF PROJECT (City, County and State) MAYWOOD, LOS ANGELES COUNTY, CALIFORNIA													
5. CHARACTER OF CONSTRUCTION ☐ Building ☒ Residential ☐ Heavy ☐ Other (specify) ☐ Highway		6. WAGE DECISION NO. (include modification number, if any) DATE of WAGE DECISION: ☐ COPY ATTACHED													
7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):		8. WORK CLASSIFICATION(S)													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">HOURLY WAGE RATES</th> </tr> <tr> <th style="width: 50%; text-align: center;">BASIC WAGE</th> <th style="width: 50%; text-align: center;">FRINGE BENEFIT(S) (if any)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">CONCRETE APPRENTICE</td> <td style="text-align: center;">\$24.20</td> </tr> <tr> <td style="text-align: center;">CONCRETE FRAMERS/MASONS</td> <td style="text-align: center;">\$44.00</td> </tr> <tr> <td style="text-align: center;">FOREMAN</td> <td style="text-align: center;">\$80.00</td> </tr> <tr> <td style="text-align: center;">CONCRETE OPERATORS</td> <td style="text-align: center;">\$55.90</td> </tr> </tbody> </table>		HOURLY WAGE RATES		BASIC WAGE	FRINGE BENEFIT(S) (if any)	CONCRETE APPRENTICE	\$24.20	CONCRETE FRAMERS/MASONS	\$44.00	FOREMAN	\$80.00	CONCRETE OPERATORS	\$55.90		
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9. PRIME CONTRACTOR (name, address) CJ CONCRETE CONSTRUCTION, INC. 10142 SHOEMAKER AVE., SANTA FE SPRINGS, CA 90670		9a. ☐ Agree ☐ Disagree													
10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)															
9b. SIGNATURE		DATE 11/22/2024													
Check All That Apply: ☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision. ☒ The proposed classification is utilized in the area by the construction industry. ☐ The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision. ☐ The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s). ☐ Supporting documentation attached, including applicable wage decision. Check One: ☐ Approved, meets all criteria. DOL confirmation requested. ☐ One or more classifications fail to meet all criteria. DOL decision requested.															
Agency Representative _____ (Typed name and signature)		FOR HUD USE ONLY LR2000: Log in: Log out:													
_____ Date		_____ Phone Number													

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: CJ CONCRETE CONSTRUCTION, INC.
 Address: 10142 SHOEMAKER AVE., SANTA FE SPRINGS, CA 90670
 State: CA Zip Code: 90670 Telephone Number: (562) 777-2222

Acting on behalf of the above named firm as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Los Angeles County Development Authority (LACDA).

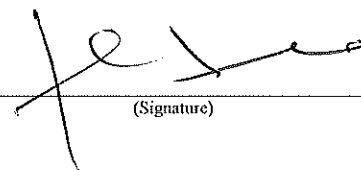
- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

CJ CONCRETE CONSTRUCTION, INC.
(Contractor/Subcontractor)

NOVEMBER 22, 2024
(Date)

By: 
(Signature)
PRESIDENT
(Title)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the

_____ (Building or Work) _____; that during the payroll period commencing on the

_____ day of _____, and ending the _____ day of _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

Certification of Understanding and Authorization

This certification is required when a *Payroll Officer* is not listed on the business license
(03/30/17)

Contractor Name: CJ CONCRETE CONSTRUCTION, INC.

Project Name: SIDEWALK REHABILITATION PROJECT (CDBG) CDBG Project Number: 602676-24

Project Location: CITY OF MAYWOOD

Local Contracting Agency (LCA): _____

Labor Standards Officer (LSO): _____ Telephone: _____

The contractor certifies, by signature below, that the designated payroll officer has received a copy of the federal wage decision assigned to this project as identified below;

► CA _____ Modification Number _____ Dated _____

The payroll officer acknowledges, by signature below, that she/he have also received, read, and understands the following provision and publication;

- **Federal Labor Standards Provisions** (HUD-4010 form), and
- **Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects.**

Further, the person designated as the *Payroll Officer* understands the labor standards reporting requirements applicable to the above listed project, and she/he is hereby authorized to sign the *Statement of Compliance* form that will accompany each weekly payroll report for this project on behalf of the contractor.

CJ CONCRETE CONSTRUCTION, INC.

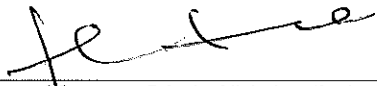
Contractor's Business Name

720989

License Number

JOHN C. SARNO

Print Name of Owner or Principal listed on the business license


Signature of Owner or Principal listed on the business license

PRESIDENT

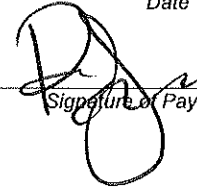
Title

11/22/2024

Date

RACHEL JIMENEZ

Print Name of Payroll Officer


Signature of Payroll Officer

Fringe Benefit Statement

SIDEWALK REHABILITATION PROJECT FY 24-25 (CDBG)
PROJECT NAME

CITY OF MAYWOOD
LOCAL CONTRACTING AGENCY

Location: MAYWOOD, CALIFORNIA

CDBG Project Number: 602676-24

WORK CLASSIFICATIONS	HOURLY FRINGE BENEFITS PROVIDED	Name, Address, and Telephone Number of the Approved Plan, Fund, or Program
LABORER GROUP 1	Health & Welfare \$ 9.25	AGC APPRENTICESHIP & TRAINING TRUST 920 POINSETTIA STREET SANTA ANA, CA 92701 (714)479-0020
	Pension \$ 12.07	
	Vacation \$ 5.02	
	Apprenticeship/Training \$ 0.80	
	Other (explain) \$ 0.69	
	TOTAL HOURLY FRINGE: \$	
LABORER GROUP 4	Health & Welfare \$ 9.25	AGC APPRENTICESHIP & TRAINING TRUST 920 POINSETTIA STREET SANTA ANA, CA 92701 (714)479-0020
	Pension \$ 12.07	
	Vacation \$ 5.02	
	Apprenticeship/Training \$ 0.80	
	Other (explain) \$ 0.19	
	TOTAL HOURLY FRINGE: \$	
CEMENT MASON	Health & Welfare \$ 8.83	AGC APPRENTICESHIP & TRAINING TRUST 920 POINSETTIA STREET SANTA ANA, CA 92701 (714)479-0020
	Pension \$ 10.85	
	Vacation \$ 7.47	
	Apprenticeship/Training \$ 0.19	
	Other (explain) \$ 0.23	
	TOTAL HOURLY FRINGE: \$	
CEMENT MASON APPRENTICE 2	Health & Welfare \$ 8.83	AGC APPRENTICESHIP & TRAINING TRUST 920 POINSETTIA STREET SANTA ANA, CA 92701 (714)479-0020
	Pension \$ 0	
	Vacation \$ 2.47	
	Apprenticeship/Training \$ 0.19	
	Other (explain) \$ 0.23	
	TOTAL HOURLY FRINGE: \$	
LABOR APPRENTICE	Health & Welfare \$ 6.48	AGC APPRENTICESHIP & TRAINING TRUST 920 POINSETTIA STREET SANTA ANA, CA 92701 (714)479-0020
	Pension \$ 4.81	
	Vacation \$ 3.51	
	Apprenticeship/Training \$ 0.80	
	Other (explain) \$ 0.17	
	TOTAL HOURLY FRINGE: \$	

I Certify under penalty of perjury that:

☒ I make payments to approved fringe benefit plans, funds, or programs as listed above.

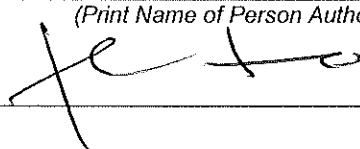
OR

☐ I DO NOT make payments to approved fringe benefit plans, funds, or programs.
Benefits are added to hourly rates and paid each week to the employees.

CJ CONCRETE CONSTRUCTION, INC.
(Print Company Name)

JOHN C. SARNO
(Print Name of Person Authorized to Sign)

Contractor License Number: 720989

By: 

Date: NOVEMBER 22, 2024

Title: PRESIDENT

AGENCY REPORT OF CONSTRUCTION CONTRACT AWARD

TO: Grants Management Unit (GMU)
Los Angeles County Development Authority (LACDA)

Date: 11/22/2024

FROM: _____ Local Contracting Agency Name: CITY OF MAYWOOD
Project Name: SIDEWALK REHABILITATION PROJECT FY24-25 Project Number: 602676-24

A formal bid opening, or informal solicitation for this construction contract was held on: Date: N/A
A ☐ Contract ☐ Subcontract was awarded to the contractor identified below on: Date: N/A
The contract amount for the scope of work to be performed by this Contractor, as detailed below, is: Amount: N/A
This ☐ is or ☐ is not a Section 3 qualified construction contract N/A
A Section 3 Pre-Bid Meeting was held on: Date: N/A

The Contractor's Eligibility was verified prior to the contract with search results from:
California Contractors State Licensing Board (CSLB) website (<http://www.cslb.ca.gov>) on: Date: N/A
California Department of Industrial Relations (DIR) website (<https://www.dir.ca.gov/dlse/debar.html>) on: Date: N/A
Federal List of Parties Excluded from federal contract award website (<https://sam.gov/content/exclusions>) on: Date: N/A

A Notice of Contract Award letter was sent to the U.S. Dept. of Labor, OFCCP (contracts \$10,000 or more) on: Date: N/A

► Identify the detailed scope of work FOR THIS CONTRACTOR

Estimated Start Date: _____ Estimated Completion Date: _____

► Identify the work classifications to be USED BY THIS CONTRACTOR at the construction site

Estimated Workforce size: _____

☐ Asbestos Worker	☐ Equipment Operator	Group _____	☐ Lather	☐ Roofer
☐ Bricklayer	☐ Glazier		☐ Marble setter	☐ Sheet metal worker
☐ Carpenter	☐ Ironworker		☐ Painter	☐ Terrazzo Worker
☐ Cement Mason	☐ Laborer	Group _____	☐ Plasterer	☐ Tile layer
☐ Electrician	☐ Labor/Striper	Group _____	☐ Plumber	_____ (other)

The Contractor(s) acknowledge, by signature below, that: "This construction project is funded in whole or in part with Federal funds."

A copy of the Federal Labor Standards Provisions (HUD-4010 form), is attached to the contractor's copy of this form.

A copy of the assigned Federal Wage Decision identified below will be attached to the contractor's copy of this form.

Federal Wage Decision Number: CA _____ Mod. _____, DATED _____ (<https://sam.gov/content/wage-determinations>).

The Contractor(s) further acknowledges that the prevailing wage and fringe benefit rates must be paid to all workers each week.

CJ CONCRETE CONSTRUCTION, INC

Print Company Name above – ☐ Prime Contractor ☐ Subcontractor

Employer Identification Number: 95-4578126

Contractor License Number: 720989

Authorized Signature of Company Representative

☐ Black American ☐ Women Owned Business ☐ Native American
☐ White American ☐ Minority Owned Business ☐ Hasidic Jews
☐ Hispanic American ☐ Section 3 Qualified Business ☐ Asian/Pacific American

Print Company Name above – ☐ Subcontractor ☐ Lower-tier

Employer Identification Number: _____

Contractor License Number: _____

Authorized Signature of Company Representative

☐ Black American ☐ Women Owned Business ☐ Native American
☐ White American ☐ Minority Owned Business ☐ Hasidic Jews
☐ Hispanic American ☐ Section 3 Qualified Business ☐ Asian/Pacific American

Tips for completing the *Agency Report of Contract Award* form

The *Agency Report of Contract Award* (ARCA) form will help the LCA to complete HUD's Semi-Annual and Annual reporting requirements. Send a copy of the completed form(s) to the GMU Contract Compliance Officer via email. Process the ARCA as follows:

- **Local Contracting Agency (LCA) must;**
 - Enter the basic project information on the form,
 - Enter the dollar amount of the Prime Contract
 - Explain the prevailing wage requirements as outlined in the specifications,
 - Do not sign the form until it is returned, completed by the prime sub, or lower-tier contractor,
 - Collect form from the contractor and review for accuracy,
 - Initial and email completed form(s) to GMU.
 - **Prime Contractor must;**
 - Provide an estimated start and end date, and a summary the Scope of Work,
 - Identify the basic trades and number of workers to be used on site,
 - Complete lower left section – business address and EEO portion, and
 - Sign and return the form to the LCA.
 - **Subcontractor form**, provide the dollar amount of each subcontract
 - Ensure subcontractor has a copy of the *HUD-4010* form & *Federal Wage Decision*
 - Collect form from the sub-contractor and review it for accuracy
 - Sign and forward the form to the LCA
 - **Sub and Lower-tier contractor must;**
 - Provide an estimated start and end date, and a summary the Scope of Work,
 - Identify the basic trades and number of workers to be used on site,
 - Complete lower right section – business address and EEO portion, and
 - Sign and return the form to the Prime Contractor.
1. **Date of Public Bid Opening or Informal Solicitation Date:** Date that the LCA held the public bid opening, or the date that the contract opened for vendor offers through informal solicitation.
 2. **Contract Award Date:**
 - Prime Contracts**, the date that the contractor signed an agreement with the LCA.
 - Subcontracts**, the date the subcontractor signed an agreement with, or work commenced for the prime contractor.
 - Lower-tier contracts**, the date the lower-tier signed an agreement with, or work commenced for the subcontractor.
 3. **Section 3-Qualified Contracts:** The LCA is required to conduct a presentation of the requirements and labor hour benchmarks of *Section 3* during the *Pre-Bid Meeting*. In addition, during the bid evaluations, the LCA will include a *Section 3* analysis to determine each bidder's *Section 3* Responsiveness and provide GMU with a copy of their evaluation. A standard-format evaluation form is available for reference and use during the evaluation process.
 4. **Contractor Eligibility:** Prior to awarding a contract for construction, the LCA must ensure the contractor is eligible to receive federal funds, and that the contractor's license is current and active as part of the LCA bid evaluation process. The eligibility check includes:
 1. Obtaining the state license number of each bidder and proposed sub-contractor
 2. Contact the CA Contractor State License Board on-line at <http://www.cslb.ca.gov>
 3. Enter the contractor's license number and click on "Check License"
 4. The License Detail page will display; Business Information, License Status, Personnel List, etc.
 5. Print a copy of this page to assist in completing the contractor's eligibility verification.
 - a. First, access the CA Department of Industrial Relations website:
 - i. at <https://www.dir.ca.gov/dlse/debar.html> to ensure that the contractor is not debarred
 - b. Next, access the Federal List of Parties Excluded from receiving federal funds on-line at <https://sam.gov/content/exclusions>
 6. Print the results of your search and place a copy in the contractor's *Labor Standards Enforcement File*
 5. **Contractor Acknowledgement:** By signing this form the contractor(s) acknowledges that this project is federally-funded and the prevailing wage requirements of the *Davis-Bacon and Related Acts* will be administered, monitored, and enforced by the LCA, or their assigned representative.
 6. **Federal Labor Standards Provisions:** A copy of the current *HUD-4010* form that outlines the labor requirements for each contractor must be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$25,000. The Prime Contractor must attach a current copy of the *HUD-4010* form to each subcontract.
 7. **Federal Wage Decision:** A copy of the current *Wage Decision* that identifies the minimum hourly wage and fringe benefit payments to workers must also be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$2,000. The Prime Contractor must attach a copy of the applicable *Wage Decision* and *HUD-4010* form to each subcontractor ARCA to ensure that each sub and lower-tier contractor was informed of his/her obligation to pay prevailing hourly wages and fringe benefits to workers each week.
 8. **Contractor's Acknowledgement:** To pay workers each week no less than the hourly wage and fringe benefits rates identified in the assigned wage decision.
 9. **Notice of Contract Award:** Within 10-days of the award date, a *Notice of Contract Award* letter must sent to the Office of Federal Contract Compliance Programs (OFCCP) at the address below for contracts awarded in the amount of \$10,000 or more. Place a copy of the signed letter in the project file.

U.S. Department of Labor, Office of Federal Contract Compliance Programs
1640 South Sepulveda Boulevard, Suite 440
Los Angeles, CA 90024

APPENDIX B - APPLICABLE FEDERAL WAGE DECISION

Current Wage Decision is provided at the time of the bid advertisement. Bidders shall download updated Wage Decision 10 days prior to Bid Opening, which will be applicable to the contract. Wage Decision can be downloaded from <https://sam.gov/content/wage-determinations>. On the web site, select the following: Wage Determination Type: Davis-Bacon Act (DBA), State: CALIFORNIA, County: LOS ANGELES, Construction Type: Heavy.

AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 9.

DATE: December 17, 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. 6394 OF THE CITY OF MAYWOOD CERTIFYING AND DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION CONDUCTED ON NOVEMBER 5, 2024

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 6394, declaring and certifying the results of the General Municipal Election held on November 5, 2024.

BACKGROUND:

On May 22, 2024, the City Council adopted Resolution Nos. 6353, 6354, and 6355, calling for and giving notice of the November 5, 2024, General Municipal Election, requesting that the Los Angeles County Board of Supervisors consolidate and render election services, and setting the regulations for candidates' statements. The City Council also authorized the Los Angeles County Registrar-Recorder's Office (Registrar) to canvass the results of the election.

On August 5, 2024, the City Council adopted Resolution Nos. 6373 and 6374, for the submission of two measures for voters to determine if the City Clerk and City Treasurer elected positions should be appointive.

DISCUSSION:

Pursuant to the Election Code, the Registrar completed the canvass for the election on Tuesday, December 3, 2024. The Registrar provided the Official Canvass Certificate and Official Statement of Votes Cast of the Election Results. Attached is Resolution No. 6394, which declares the results of the Election, and the attached "Exhibit A" contains the Los Angeles County Registrar-Recorder's Certificate of Canvass and Statement of Votes Cast. Based on the vote count of the report, the results of the Election are as follows:

- Frank Garcia was elected as a Member of the City Council for the full term of four years;
- Jaime Flores was elected as a Member of the City Council for the full term of four years;
- No person filed for the position of City Clerk, and therefore no person was elected;
- No person filed for the position of City Treasurer, and therefore no person was elected;
- Measure MC was approved by voters and allows for the City Clerk position to be appointive; and
- Measure T was approved by voters and allows for the City Treasurer position to be appointive.

With respect to the election of two members of the City Council, Measure MC, and Measure T, the following are the results for each of the items in the City's General Municipal Election:

City Council Number to Vote for: 2	Vote Count
Jaime Flores	2,820
Frank Garcia	2,984
Vote Center Ballots Cast	1,914
Vote-By-Mail Ballots Cast	3,709
Total Ballots Cast	5,623

Additionally, the following measures appeared on the ballot:

City of Maywood Appointive City Clerk Measure	
Shall the office of the City Clerk be appointive?	YES
	NO

Measure MC Vote for: Yes or No	Vote Count
Yes	3,170
No	1,585
Vote Center Ballots Cast	1,914
Vote-By-Mail Ballots Cast	3,709
Total Ballots Cast	5,623

City of Maywood Appointive City Treasurer Measure	
Shall the office of the City Treasurer be appointive?	YES
	NO

Measure T Vote for: Yes or No	Vote Count
Yes	3,126
No	1,636
Vote Center Ballots Cast	1,914
Vote-By-Mail Ballots Cast	3,709
Total Ballots Cast	5,623

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact with this action.

ATTACHMENT(S)

1. Resolution No. 6394 Declaring and Certifying the November 5 Election Results
2. Exhibit A - Certification of Election Results

RESOLUTION NO. 6394

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 5, 2024, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Maywood, California, on Tuesday, November 5, 2024 as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed by the Registrar of Voters of Los Angeles County, and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California; and

WHEREAS, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

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

SECTION 1. The whole number of ballots cast at vote centers, including provisional ballots, was 1,914. The whole number of vote-by-mail ballots cast was 3,709. When combined, a total of 5,623 ballots were cast in the General Municipal Election.

SECTION 2. That the names of the persons voted for in the election for Member of the City Council were as follows:

**Jaime Flores
Frank Garcia**

SECTION 3: With respect to the approval of Measure MC, the number of ballots cast in for YES were 3,170, for NO was 1,585, and the total ballot cast for this measure was 5,623.

SECTION 4. With respect to the approval of Measure T, the number of ballots cast in for YES were 3,126, for NO was 1,636, and the total ballot cast for this measure was 5,623.

SECTION 5. The number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in Exhibit “A” attached.

SECTION 6. The names of the persons voted for in the election of City Clerk and City Treasurer were zero due to no person filed to run for this office.

SECTION 7. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in “Exhibit A” attached to this Resolution.

SECTION 8. The City Council declares and determines that Jaime Flores was elected as Member of the City Council for the full term of four (4) years and Frank Garcia was elected as Member of the City Council for the full term of four (4) years.

SECTION 9. That the City Clerk/Elections Official shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for; (4) The number of votes given at each precinct to each person, and (5) The total number of votes given to each person, all as set forth in Exhibit A.

SECTION 10. The City Clerk/Elections Official shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk/Elections Official and authenticated; that the City Clerk/Elections Official shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 11. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED on this 17TH day of December, 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, do hereby certify that the foregoing Resolution No. 6394, was adopted at a special meeting of the City Council of the City of Maywood held on the 17th day of December 2024 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Brian E. Juarez, City Clerk



**LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN
Registrar-Recorder/County Clerk

December 3, 2024

Brian E. Juarez, City Clerk
City of Maywood
4319 East Slauson Avenue
Maywood, California 90270

CITY OF MAYWOOD GENERAL MUNICIPAL ELECTION

Dear City Clerk:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of Maywood General Municipal Election consolidated with the General Election held in Los Angeles County on November 5, 2024.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

SONIA CORONA, Head
Election Planning Section

Attachment:
Official Canvass Certificate
Official Statement of Votes Cast

J:\2024EF.GeneralElec.Nov2024.CanvassCert.CityLetter



Los Angeles County Registrar-Recorder/County Clerk

CERTIFICATE OF THE CANVASS **OF THE ELECTION RETURNS**

I, **DEAN C. LOGAN**, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I canvassed the returns of the votes cast for each elective office and/or measure(s) for

Maywood City

at the General Election, held on the 5th day of November, 2024.

I **FURTHER CERTIFY** that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of December 2024.

Dean C. Logan

DEAN C. LOGAN

Registrar-Recorder/County Clerk
County of Los Angeles

			MAYWOOD CITY GENERAL MUNICIPAL ELECTION Member of the City Council											
FINAL OFFICIAL V2 STATEMENT OF VOTES CAST BY PRECINCT			JAI ME FLO RES	FRANK GAR CIA										
Location	Registration	Ballots Cast												
MAYWOOD - 4200005A		384	191	179										
VOTE BY MAIL SERIAL 0518		715	360	375										
TOTAL	2,156	1,099	551	554										
MAYWOOD - 4200008A		509	264	274										
VOTE BY MAIL SERIAL 0519		1,086	548	594										
TOTAL	3,039	1,595	812	868										
MAYWOOD - 4200011A		409	198	225										
VOTE BY MAIL SERIAL 0520		892	422	480										
TOTAL	2,549	1,301	620	705										
MAYWOOD - 4200015A		612	308	320										
VOTE BY MAIL SERIAL 0521		1,016	529	537										
TOTAL	3,109	1,628	837	857										

			MAYWOOD CITY GENERAL MUNICIPAL ELECTION - MEASURE MC											
FINAL OFFICIAL V2 STATEMENT OF VOTES CAST BY PRECINCT														
Location	Registration	Ballots Cast	YES	NO										
MAYWOOD - 4200005A		384	197	94										
VOTE BY MAIL SERIAL 0518		715	437	197										
TOTAL	2,156	1,099	634	291										
MAYWOOD - 4200008A		509	252	142										
VOTE BY MAIL SERIAL 0519		1,086	591	372										
TOTAL	3,039	1,595	843	514										
MAYWOOD - 4200011A		409	215	103										
VOTE BY MAIL SERIAL 0520		892	541	240										
TOTAL	2,549	1,301	756	343										
MAYWOOD - 4200015A		612	324	153										
VOTE BY MAIL SERIAL 0521		1,016	613	284										
TOTAL	3,109	1,628	937	437										

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

			MAYWOOD CITY GENERAL MUNICIPAL ELECTION - MEASURE T											
FINAL OFFICIAL V2 STATEMENT OF VOTES CAST BY PRECINCT														
Location	Registration	Ballots Cast	YES	NO										
MAYWOOD - 4200005A		384	177	103										
VOTE BY MAIL SERIAL 0518		715	431	205										
TOTAL	2,156	1,099	608	308										
MAYWOOD - 4200008A		509	257	146										
VOTE BY MAIL SERIAL 0519		1,086	593	373										
TOTAL	3,039	1,595	850	519										
MAYWOOD - 4200011A		409	203	114										
VOTE BY MAIL SERIAL 0520		892	537	256										
TOTAL	2,549	1,301	740	370										
MAYWOOD - 4200015A		612	307	152										
VOTE BY MAIL SERIAL 0521		1,016	621	287										
TOTAL	3,109	1,628	928	439										

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

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AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 11.

DATE: December 17, 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: DISCUSSION AND ACTION ON CITY COUNCIL APPOINTMENTS TO EXTERNAL BOARDS AND COMMITTEES

RECOMMENDATION:

Staff recommends that the City Council review the current External Board and Committee List (Attachment 2), and provide direction to staff regarding any necessary changes for appointments on the list, and approve the new External Board and Committee List, as revised by the City Council.

BACKGROUND:

City Council members are appointed to serve on various governmental agency committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. These are related to local, regional, and state affairs. The City Council appoints a delegate and an alternate to represent the City and attend that agency's meetings. At this time, it is appropriate for the City Council to review the list and make appointments as desired. The list of the various agencies and a description is set forth in Attachment 3 to this report, which gives a brief description of each agency. The City Council may make appointments to each entity by nomination.

It is also important to note that the majority of the external committees, except for the Greater Los Angeles County Vector Control District, are a one-year term. The Greater Los Angeles County Vector Control District can be appointed for a two-year or four-year term and is set to commence beginning January 6, 2025.

DISCUSSION:

Annually, the City Council reviews the various designated members on the submitted City Council External Board and Committee List and makes revisions as appropriate.

When such appointments occur, the City must comply with Regulation 187002.5 of the Fair Political Practices Commission (FPPC), which mandates that a Form 806 be filed to report additional compensation that officials receive when they are appointed to positions on committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. As shown in the attached list of current appointments, there are several entities that compensate their board members. The current Form 806 is available on the City's website; it identifies each appointed position receiving compensation; the salary or stipend for each appointed position; the name of the public official appointed to the position; the name of any public official appointed as an alternate; and, the term of the appointment.

Regulation 18702.5, allows a public official to participate in his or her appointment to paid government positions if the body making the appointment completes and posts form 806 on its website. Accordingly, any City Council Member who is nominated to serve on any of these entities, may participate in the City Council's

discussion and vote on that appointment.

FPPC Form 806 will be finalized, formatted, and posted with the names of the City's appointees and alternates, following City Council action. A current Form 806 is also attached for City Council review.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no fiscal impact to this action.

ATTACHMENT(S)

1. City of Maywood - FPPC Form 806
2. 2024 External Board and Committee Appointments List
3. 2024 External Board and Committee Descriptions

A Public Document

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
California Contract Cities Association	► Name <u>Torres, Jessica</u> (Last, First) Alternate, if any <u>Aguiluz, Mayra</u> (Last, First)	► <u>12/22/2021</u> Appt Date ► <u>Until Replaced</u> Length of Term	► Per Meeting: \$ <u>0.00</u> ► Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ <u> </u> Other
Gateway Cities Council of Governments	► Name <u>Garcia, Frank</u> (Last, First) Alternate, if any <u>Mayra Aguiluz</u> (Last, First)	► <u>1/11/2023</u> Appt Date ► <u>Until Replaced</u> Length of Term	► Per Meeting: \$ <u>125.00</u> ► Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ <u> </u> Other
Greater Los Angeles Vector Control District	► Name <u>Marquez, Heber</u> (Last, First) Alternate, if any <u>N/A</u> (Last, First)	► <u>12/13/2023</u> Appt Date ► <u>12/31/2024</u> Length of Term	► Per Meeting: \$ <u>100.00</u> ► Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ <u> </u> Other
HUB Cities Board of Directors	► Name <u>De La Riva, Eddie</u> (Last, First) Alternate, if any <u>Garcia, Frank</u> (Last, First)	► <u>1/8/2020</u> Appt Date ► <u>Until R</u> Length of Term	► Per Meeting: \$ <u> </u> ► Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ <u> </u> Other

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

Comment: _____

Agency Report of: Public Official Appointments

California
Form **806**

A Public Document

Background

This form is used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of another public agency or to a committee or position of the agency of which the public official is a member.

This form is required pursuant to FPPC Regulation 18702.5. Each agency must post on its website a single Form 806 which lists all the paid appointed positions to which an official will vote to appoint themselves. When there is a change in compensation or a new appointment, the Form 806 is updated to reflect the change. The form must be updated promptly as changes occur.

Instructions

This form must be posted prior to a vote (or consent item) to appoint a governing board member if the appointee will participate in the decision and the appointment results in additional compensation to the appointee.

FPPC Regulation 18702.5 provides that as long as the public is informed prior to a vote, an official may vote to hold another position even when the vote results in additional compensation.

Part 1. Agency Identification

Identify the agency name and information on who should be contacted for information.

Part 2. Appointments

Identify the name of the other agency, board or commission. List the name of the official, and an alternate, if any.

List the appointment date and the length of term the agency official will serve. Disclose the stipend provided per meeting and the estimated annual payment. The annual salary is an estimate as it will likely vary depending upon the number of meetings. It is not necessary to revise the estimate at the end of the calendar year.

Part 3. Verification

The agency head or his/her designee must sign the verification.

Frequently Asked Questions (FAQs)

1. When does an agency need to complete the Form 806?

A Form 806 is required when an agency's board members vote to appoint a board member to serve on another governmental agency or position of the agency of which the official is a member and will receive additional compensation.

2. The city council votes to serve as the city's housing authority, a separate entity. Will the Form 806 be required?

If the council members receive additional compensation for serving on the housing authority, the Form 806 is required.

3. Are appointments made by a governing board to appoint one of its members to serve as an officer of that board for additional pay (e.g., mayor) required to be disclosed on Form 806?

No. FPPC Regulation 18702.5(b)(6) exempts from this requirement decisions to fill a position on the body of which the official is a member (such as a councilmember being appointed as mayor) despite an increase in compensation.

4. In determining the income, must the agency include mileage reimbursements, travel payments, health benefits, and other compensation?

No. FPPC Regulation 18702.5 requires only the amount of the stipend or salary to be reported.

5. Which agency must post the Form 806?

The agency that is voting to appoint a public official must post the Form 806 on its website. The agency that the official will serve as a member is not required to post the Form 806. The form is not sent to the FPPC.

6. When must the Form 806 be updated?

The Form 806 should be amended promptly upon any of the following circumstances: (1) the number of scheduled meetings is changed, (2) there is a change in the compensation paid to the members, (3) there is a change in membership on the board or commission, or (4) there is a new appointment to a new agency.

7. If officials choose to recuse themselves from the decision and leave the room when a vote is taken to make an appointment, must the Form 806 be completed?

No. The Form 806 is only required to identify those officials that will vote on an appointment in which the official will also receive additional compensation.

Privacy Information Notice

Information requested by the FPPC is used to administer and enforce the Political Reform Act. Failure to provide information may be a violation subject to penalties. All reports are public records available for inspection and reproduction. Direct questions to FPPC's General Counsel, Fair Political Practices Commission, 1102 Q Street, Suite 3050, Sacramento, CA 95811.

**Agency Report of:
Public Official Appointments
Continuation Sheet**

1. Agency Name

Date Posted: _____
(Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
League of California Cities - Los Angeles Division	▶ Name <u>Aguiluz, Mayra</u> (Last, First) Alternate, if any <u>De La Riva, Eddie</u> (Last, First)	▶ <u>1/11/2023</u> Appt Date ▶ <u>Until Replaced</u> Length of Term	▶ Per Meeting: \$ <u>0.00</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
Los Angeles County City Selection Committee	▶ Name <u>De La Riva, Eddie</u> (Last, First) Alternate, if any <u>N/A</u> (Last, First)	▶ <u>12/13/2023</u> Appt Date ▶ <u>Until Replaced</u> Length of Term	▶ Per Meeting: \$ <u>0.00</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
Sanitation Districts of LA County	▶ Name <u>De La Riva, Eddie</u> (Last, First) Alternate, if any <u>Aguiluz, Mayra</u> (Last, First)	▶ <u>12/13/2023</u> Appt Date ▶ <u>Until Replaced</u> Length of Term	▶ Per Meeting: \$ <u>125.00</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
Southern California Association of Governments (SCAG)	▶ Name <u>Garcia, Frank</u> (Last, First) Alternate, if any <u>Aguiluz, Mayra</u> (Last, First)	▶ <u>12/22/2021</u> Appt Date ▶ <u>Until Replaced</u> Length of Term	▶ Per Meeting: \$ <u>0.00</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ _____ Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other
	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ _____ Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ _____ Other

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Clear



**CITY OF MAYWOOD
CITY COUNCIL APPOINTMENTS TO BOARDS/COMMITTEES
AS OF DECEMBER 13, 2023**

Committee	Delegate	Alternate	Date/Time	Stipend
<u>California Contract Cities Board of Directors</u> 17315 Studebaker Road #210 Cerritos, CA 90703 (562) 622-5533 staff@contractcities.org	Jessica Torres	Mayra Aguiluz	3 rd Wednesday of the month 6:00 p.m.	Voluntary
<u>Gateway Cities Council of Governments</u> 16401 Paramount Boulevard Paramount, CA 90723 (562) 663-6850	Frank Garcia	Mayra Aguiluz	1 st Wednesday of the month 6:00 p.m.	Stipend \$125
<u>Greater LA County Vector Control District (GLACVCD)</u> 12545 Florence Avenue Santa Fe, CA 90670 (562) 944-9656 kmiddleton@glacvcd.org	Heber Marquez	Vacant	2 nd Thursday of the month 7:00 p.m.	Stipend \$100
<u>HUB Cities Board of Directors</u> 2677 Zoe Avenue Huntington Park, A 90255 323-586-4700	Eddie De La Riva	Frank Garcia	3 rd Thursday of the month 5:15 p.m.	Stipend \$250
<u>League of California Cities Los Angeles Division</u> 700 N. Alameda, Los Angeles, CA 90012 (626) 716-0076 kguerrero@cacities.org	Mayra Aguiluz	Eddie De La Riva	1 st Thursday of the month 6:00 p.m.	Voluntary
<u>Los Angeles County City Selection Committee</u> MWD Building 700 N. Alameda Street, Los Angeles, CA 90012	Mayor Automatic Appointment	-	Meets three to four times a year	Voluntary
<u>Sanitation Districts of LA County</u> 1955 Workman Mill Road District 2 Whittier, CA 90607 (562) 908-4288 x 1500 RAsperin@lacsdc.org	Eddie De La Riva	Mayra Aguiluz	2 nd Wednesday of the month 1:30 p.m.	Stipend \$125
<u>Southern California Association of Governments (SCAG)</u> 900 Wilshire Blvd. Ste 1700 Los Angeles, CA 90017 (213) 236-1800 Maywood – District 27	Frank Garcia	Mayra Aguiluz	Annual General Assembly Business Meeting (May)	Voluntary



CITY OF MAYWOOD CITY COUNCIL EXTERNAL BOARDS AND COMMITTEE APPOINTMENTS

This list offers a brief description of each of the external committees and their regular meeting dates, times, and locations.

California Contract Cities Association

DELEGATE: JESSICA TORRES

ALTERNATE: MAYRA AGUILUZ

Meetings: 3rd Wednesday of each month, 6:00 p.m.

17315 Studebaker Rd., Suite 210, Cerritos, CA 90703

AB1234 FILING REQUIRED

California Contract Cities Association (CCCA) is a collection of member cities united for a common cause. CCCA has grown from eight contracting or member cities to 67 member cities today with more than ten million residents. The general purpose of CCCA is to serve as a rallying point for cities contracting for municipal services so that we ensure our constituents the best service at the minimum cost. Through municipal seminars, education, and the exchange of ideas and information, our association combines resources to influence policy decisions affecting our member cities.

Gateway Council of Governments

DELEGATE: FRANK GARCIA

ALTERNATE: MAYRA AGUILUZ

Meetings: Board of Directors – 1st Wednesday of each month, 6:00 p.m.

17315 Studebaker Rd., Suite 210, Cerritos, CA 90703

AB1234 FILING REQUIRED

The Gateway COG consists of 27 cities in Southeast Los Angeles County and numerous unincorporated communities of the County. The County of Los Angeles and the Port of Long Beach are also member agencies. The core mission is improving the region's transportation, air quality, housing, and economic health.

Greater Los Angeles County Vector Control District

DELEGATE: HEBER MARQUEZ

ALTERNATE:

VACANT

Meetings: 2nd Thursday of each month, 7:00 p.m.

12545 Florence Ave., Santa Fe Springs, CA 90670

FORM 700 & AB1234 FILING

REQUIRED

A California governmental agency committed to promoting community health, comfort, and welfare through effective and responsive vector control. The staff of California-certified vector control professionals are experts in mosquito abatement operations, disease surveillance, and public health outreach. Protecting the health of the public in the 34 cities and areas of Los Angeles County served is our number one priority. We strive to accomplish our mission with care, courtesy, and professionalism. **Two-year or four-year term.**

HUB Cities Board of Directors

DELEGATE: EDDIE DE LA RIVA

ALTERNATE: FRANK GARCIA

Meetings: 3rd Thursday of each month, 5:15 p.m.

2677 Zoe Ave. 2nd Floor, Huntington Park, CA 90201

FORM 700 & AB1234 FILING

REQUIRED

A California governmental agency committed to promoting community health, comfort, and welfare through effective and responsive vector control. The staff of California-certified vector control professionals are experts in mosquito abatement operations, disease surveillance, and public health outreach. Protecting the health of the public in the 34 cities and areas of Los Angeles County served is our number one priority. We strive to accomplish our mission with care, courtesy, and professionalism.

League of California Cities: LA Division

DELEGATE: MAYRA AGUILUZ
RIVA

ALTERNATE: EDDIE DE LA

Meetings: 1st Thursday of each month, 6:00 p.m. (Los Angeles County Division)

Annual Conference

1400 "K" St., Suite 400, Sacramento, CA 95814 (Sacramento)

P.O. Box 1444 Monrovia, CA 91017 (Los Angeles County Division)

The League of California Cities is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities. The Los Angeles County Division is the largest of 16 regional divisions of the League of California Cities and is comprised of 86 cities in Los Angeles County, from the smallest in population (City of Vernon) to the largest (City of Los Angeles) of the state's 480 cities.

Los Angeles County City Selection Committee

DELEGATE: EDDIE DE LA RIVA
APPOINTMENT

ALTERNATE: MAYOR AUTOMATIC

Meetings: Meets three or four times a year

MWD Building, 700 N. Alameda Street, Los Angeles, CA 90012

Their duties are to appoint City representatives to such Boards, Commissions, and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman.

Sanitation Districts of LA County

DELEGATE: EDDIE DE LA RIVA
AGUILUZ

ALTERNATE: MAYRA

Meetings: 2ND Wednesday of each month, 1:30 p.m.

1955 Workman Mill Rd., Whittier, CA 90607

FORM 700 & AB1234 FILING REQUIRED

The Sanitation Districts protect public health and the environment through innovative and cost-effective wastewater and solid waste management, and in doing so convert waste into resources such as reclaimed water, energy, and recycled materials. To maximize efficiency and reduce costs, the 23 Districts work cooperatively under a Joint Administration Agreement with one administrative staff headquartered near the City of Whittier. Each Sanitation District has a Board of Directors consisting of the mayor of each city, and the Chair of the Board of Supervisors for unincorporated territory within the District. Each District pays its proportionate share of joint administrative costs.

Southern California Association of Governments

DELEGATE: FRANK GARCIA

ALTERNATE: MAYRA AGUILUZ

Meetings: Executive Board and subcommittee meetings are called as necessary. The General Assembly is held once a year on the first Thursday and Friday in May.

900 Wilshire Blvd., Ste. 1700, Los Angeles, CA 90017

FORM 700 REQUIRED

SCAG is the nation's largest metropolitan planning organization, representing six counties, 189 cities, and more than 19 million residents. SCAG undertakes a variety of planning and policy initiatives to encourage a more sustainable Southern California now and in the future. Under the guidance of the Regional Council and in collaboration with its partners, SCAG's mission is to

facilitate a forum to develop and foster the realization of regional plans that improve the quality of life for Southern Californians.